



DIS Case Number: 00-1915-EL-GAG

Section A: Application Information

A-1. Applicant's legal name, address, telephone number, and web site address

the applicant's legal name, address, telephone number, and web address.

Legal Name: City of Toledo Country: United States
Phone: Extension (if applicable): Street: 420 Madison Avenue
4192451893
Website (if any): www.toledo.oh.gov City: Toledo Province/State: OH
Postal Code: 43604

A-2. Contact person for regulatory matters

Leslie Kovacik
420 Madison Ave
Toledo, OH 43604
US
leslie.kovacik@toledo.oh.gov
4192451893

A-3. Contact person for Commission Staff use in investigating customer complaints

Leslie Kovacik
420 Madison Ave
Toledo, OH 43604
US
leslie.kovacik@toledo.oh.gov
4192451893

A-4. Applicant's address and toll-free number for customer service complaints

Phone: 4195399180 Extension (if applicable): Country: United States
Fax: 4195399185 Extension (if applicable): Street: 5577 Airport Highway, Suite 101
Email: mfrye@palmerenergy.com City: Toledo Province/State: OH



B-1. Authorizing ordinance

Provide a copy of the adopted ordinance or resolution that reflects voter authorization to form a governmental aggregation program pursuant to Sections 4929.26 and 4929.27 of the Ohio Revised Code.

File(s) attached.

B-2. Operation and governance plans

Provide a copy of the applicant's plan for operation and governance of its aggregation program adopted pursuant to Sections 4929.26(C) or 4929.27(B) of the Revised Code. The Operation and Governance Plan should include all information pursuant to Rule 4901:1-28-03 of the Ohio Administrative Code.

Files(s) attached.

B-3. Opt-out disclosure notice

If the aggregation program provides for automatic aggregation in accordance with Section 4929.26(A) of the Revised Code, provide a copy of the disclosure notification required by Section 4929.26(D) of the Revised Code.

File(s) uploaded

B-4. Experience and Plans

Provide a description of the applicant's experience in providing the service(s) for which it is applying (e.g. number and type of customers served, utility service areas, amount of load, etc.). Also provide the plan for contracting with customers, providing contracted services, providing billing statements, and responding to customer inquiries and complaints in accordance with Commission rules adopted pursuant to Section 4928.10 of the Revised Code.

File(s) attached



Public Utilities
Commission

Application Attachments

City of Toledo

Exhibit B-1

Authorizing Ordinance/Resolution (Electric Program)

ORD. 594-00 Granting authority to the City of Toledo to establish a governmental electricity aggregation program with opt-out provisions pursuant to section 4928.20 of the Ohio Revised Code; directing the Lucas County Board of Elections to submit a ballot question to the electors of the City of Toledo; and declaring an emergency.

WHEREAS, the Ohio General Assembly enacted Senate Bill 3 which deregulates the delivery of electrical power to the ratepayers of Ohio commencing January 1, 2001; and

WHEREAS, the legislation permits a municipality to act as an aggregator of the retail electrical load within its borders and to purchase electrical power to supply that load on behalf of the municipality's ratepayers; and

WHEREAS, the aggregation of electrical load may enable Toledo to obtain the most favorable price for electric power that will benefit its citizens; and

WHEREAS, it is necessary to submit the question of whether the City of Toledo shall automatically aggregate and purchase electric power for the retail electric loads within the City to a vote of the electorate; and

WHEREAS, if the voters give authority to the City of Toledo to become an "opt-out" aggregator, Toledo City Council will adopt a plan of governance and commence an aggregate program should it be determined that such steps are in the best interest of the citizens of the City of Toledo; NOW, THEREFORE,

Be it ordained by the Council of the City of Toledo:

SECTION 1. That this Council declares its intention to act as an opt-out aggregator under the terms of Ohio Revised Code section 4928.20 under which the City will automatically enroll each person owning, occupying, controlling or using an electric load center within the city limits into the City's aggregation program and enter into service agreements to facilitate the sale and purchase of electric power for those loads.

SECTION 2. That the Lucas County Board of Elections is directed to submit to the electors of the City of Toledo at the next general election the question of whether or not the City of Toledo shall automatically aggregate and purchase electric power for the retail electric loads within the City pursuant to Ohio Revised Code section 4928.20.

SECTION 3. That if a majority of electors of the City of Toledo approve the measure giving the City authority to automatically aggregate and purchase electric power for the retail electric loads within the City pursuant to Ohio Revised Code section 4928.20, then such automatic aggregation shall begin

effective January 1, 2001.

SECTION 4. That notice of the adoption of this ordinance shall be given once by publishing the title of the ordinance and an abstract prepared and published in a newspaper of general circulation in the City.

SECTION 5. That the Clerk of Council is hereby directed to immediately certify a copy of this ordinance to the Lucas County Board of Elections.

SECTION 6. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including section 121.22 of the Ohio Revised Code.

SECTION 7. That this ordinance is declared to be an emergency measure and shall be in force and effect from and after its passage. The reason for the emergency lies in the fact that same is necessary for the immediate preservation of the public peace, health, safety and property and for the further reason of providing low cost, safe electrical power to the citizens of Toledo.

Vote on emergency clause: yeas 11, nays 0.

Passed: August 22, 2000, as an emergency measure: yeas 11, nays 0.

ATTEST:

MICHAEL J. BEAZLEY

Clerk of Council

President of Council

PETER UJVAGI

Approved: August 23, 2000

CARLETON S. FINKBEINER

Mayor

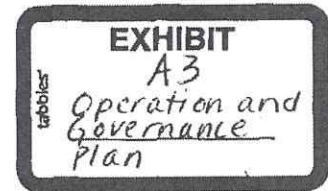
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City of Toledo

Exhibit B-2

Operation and Governance Plan (Electric Program)

September 24, 2004



CITY OF TOLEDO ELECTRIC AGGREGATION PROGRAM

PLAN OF OPERATION AND GOVERNANCE

For additional information contact:

Kerry Bruce or Leslie Kovacik (419) 245-1020
One Government Center, Suite 2250, Toledo, Ohio 43604
kerry.bruce@ci.toledo.oh.us - leslie.kovacik@ci.toledo.oh.us

Purpose

This aggregation plan has been developed in compliance with Ohio Revised Code section 4928.20 regarding governmental aggregation of electric service consumers.

Toledo's program will aggregate the retail electric loads of its consumers to seek the best rates for the supply of generation power. The City's program may combine residential, commercial and industrial customers into one or more buying pools. Participation in Toledo's Aggregation Program is voluntary. Any consumer has the opportunity to decline to participate and to stay with Toledo Edison, or to enter into a power supply contract with another supplier.

Process

The process of governmental aggregation is set forth in Ohio Revised Code section 4928.20. Under these opt-out aggregation provisions, all eligible electric consumers within the City will be automatically included in a governmental aggregation program unless they opt out. All customers are sent notifications advising them of the rates available under the City's program, as well as how to opt out should they choose not to participate. These customers can opt out during the 21-day period at the beginning of the program by returning the opt-out notification.

Eligible customers are residents of the City of Toledo excluding those on the Percentage of Income Program. The City reserves the right to exclude certain rate classes or groups, such as those that could not save money under the proposed program rate, or customers already being served by another supplier.

Toledo's Aggregation Program

The Departments of Public Utilities and Law will administer the City's Aggregation Programs. These Departments have expertise in the regulations and state law applicable to governmental aggregation, and considerable experience in contracting with marketers for energy services.

The aggregation program is designed to reduce the amount consumers pay for electric energy. Toledo will competitively bid and negotiate a contract with a Competitive Retail Electric Supplier ("CRES") to provide firm, all-requirements service to the members of the aggregation program.

Once legislative approval is obtained, notice will be sent to each customer disclosing the rates to be charged for electricity and other terms of the contract with the Competitive Retail Electric Supplier. Customers will be advised in the notice that they may opt out with no charge during the 21-day period following the mailing of the notification.

Customers who opt out of the City's aggregation program during this initial notification period will remain with Toledo Edison unless and until the customer chooses an alternative power supplier.

Services

The Departments of Public Utilities and Law will provide the oversight, competitive procurement of services, regulatory approvals, accounting and fiscal management, contract maintenance, communications, program coordination and administrative support for the Toledo Aggregation Program using existing staff. Where existing staff requires assistance in specialized technical analysis, the Department will retain the services of an experienced energy consultant.

The Northwest Ohio Aggregation Coalition

State law provides for the joining of municipalities for the purpose of consolidating efforts and expenses, and enlarging the size of a buying pool. To accomplish this, Toledo and its surrounding communities have formed the Northwest Ohio Aggregation Coalition ("NOAC"). NOAC is currently comprised of the following communities: Toledo, Maumee, Northwood, Oregon, Perrysburg, Sylvania, Holland, Lake and the unincorporated townships of Lucas County as represented by the Board of County Commissioners of Lucas County. NOAC represents approximately 470,000 residents. The coalition's representatives are municipality attorneys and/or elected officials.

NOAC's goal is not only to consolidate efforts and expenses, but to act as a regional advocate for the ratepayers in Northwest Ohio. It is NOAC's ongoing objective to undertake all bidding and decision-making in a cooperative and unanimous fashion, while spreading out administrative costs among the participating members.

Funding

It is the City's goal to build all expenses for the program into the rate offered by the Supplier. Such expenses include the cost of printing and mailing notifications, and other administrative expenditures including consultant fees. The City's out of pocket expenses will be paid as necessary.

Notification

Customers will be sent an opt-out package containing the rates to be charged along with any and all contract terms. Customers will be advised that they have the right to opt out of the aggregation program without penalty within 21 days after the mailing of the notice. Prominently stated on the opt-out notice will be a toll-free number where residents can call to ask questions about the program or about their particular rate.

New customers moving into or within the pool will be notified in accordance with applicable state law and PUCO regulations.

Transferring customers

Once the opt-out period has ended, the City's supplier will upload the participating customer list to Toledo Edison. Toledo Edison will then send out a 7-day right of rescission letter to those customers not opting out of the program. This rescission letter provides one last chance to remain with the utility. After seven days, those customers who did not respond to the rescission letter are scheduled for a final reading. After the final reading each customer is officially switched over to the City's supplier.

Customer opt-out

Customers may opt out of Toledo's Aggregation Program at no charge within the 21-day period following the mailing of the opt-out notice. Customers who return the opt-out notification will remain with Toledo Edison unless they wish to and are able to select a different generation provider. This 21-day opt-out period will be offered at least every two years.

Customer opt-in

Customers who did not participate in the program during the initial opt-out period will potentially be able to opt into the program at a later time. Specific details on the timing and the process for this opting in will be negotiated with the supplier.

Disputes

The procedure for handling complaints and disputes will be handled in accordance with PUCO regulations. The PUCO and Ohio Consumers' Counsel are the designated advocates for ratepayers and accompanying concerns about a certified supplier. The telephone numbers for these two agencies will be included in the program's opt-out materials.

Termination of Aggregation Program

The aggregation program may be terminated upon the expiration of the power supply contract without any extension, renewal or subsequent supply contract being negotiated. The program may also be terminated prior to the scheduled expiration for regulatory events or supplier default. Each individual customer receiving aggregation services under the program will receive notification of the termination of the program. In the event of termination, customers would return to Toledo Edison. Such returned

Provider

The City of Toledo will use its Provider to perform and manage aggregation services for its Members. The Provider shall provide adequate, accurate, and understandable pricing terms and conditions of service, including any switching fees and the conditions under which a Member may rescind a contract without penalty. The Provider must provide the City or its authorized consultant, if requested, an electronic file containing the Members usage, and charges. Upon request this information shall be sent to the City or its authorized consultant within 30 days. The Provider must have local and/or a toll free number for Members to call.

Database

The Retail Electric Generation Provider will build and maintain a database of all Members. The database will include all necessary information for the provider and Toledo to serve the Aggregation. This information includes but is not limited to the name, address, account number or other EDU identifying number(s), and Retail Electric Generation Provider's account number of the Member, and other pertinent information such as rate code, rider code (if applicable), most recent 12 months of usage and demand, and meter read cycle. This database will be updated and provided to Toledo and/or its consultant periodically. Accordingly, the Provider will implement a process to accommodate at Members that: 1) leave the program due to relocation, opting out, etc.; 2) decide to enter or opt-into the Program; 3) relocate within eligible areas within the City; and 4) move into the City and desire to enter or opt-in to the Program. The Retail Electric Generation Provider will use this database to perform bill audits for clerical and mathematical accuracy of Member bills.

Member Education

The Provider will develop, with the assistance of the Toledo and its authorized consultant, an educational program that generally explains the Aggregation Program to Members, provides updates and disclosures mandated by Ohio law and PUCO rules, and implements a process to deal with allowing any person enrolled in the Aggregation Program the opportunity to opt out of the program at least every three years, without paying a switching fee to the City of Toledo or the Provider.

Customer Service

Toledo will administer a customer service process that, at a minimum, will accommodate: 1) Member inquiries and complaints about billing; and 2) answer questions regarding the Program in general. This process will, at a minimum, include a description of how telephone inquiries will be handled (either internally or externally), how invoices will be prepared, how remittance of payment will be dealt with, and how collections for delinquent accounts will be addressed. See Appendix B for a detailed description of the Customer Service Plan.

Billing

Toledo will use the Provider, or its designated agent, to provide billing services to each Member for the Competitive Retail Electric Services, with no additional administrative fee. At this time, the EDU will render the billing statement, which should be consistent

with all applicable guidelines issued by the PUCO. As this market develops, the City of Toledo may, at its option and in consultation with the Provider, change this function to the Retail Electric Generation Provider or a billing agency.

Compliance Process

The Provider will have internal controls and processes that ensure the Toledo remains in good standing as a Government Aggregator and that it complies with all laws, rules and regulations surrounding the same, as they may be amended from time to time. The Provider will deliver periodic reports to Toledo and its consultant that will include at a minimum (i) the number of Members participating in the Program; and (ii) a savings estimate or increase from the previous year's baseline. The Provider will also develop a process to monitor and provide notification to the City of Toledo of any changes in laws, rules or regulations.

Notification to EDU

Toledo's potential Aggregation participants that do not opt-out of the Aggregation Group will be enrolled automatically in the Aggregation Program. Members in the Aggregation Group will not be asked to take other affirmative steps in order to be included in the Group. To the extent that the EDU requires notification of participation, Toledo will coordinate with its Provider to provide such notice to the EDU. The Provider will inform the EDU of any individuals who may have been permitted to join the Aggregation Group after the expiration of the enrollment period.

Activation of Service

After a notice is sent out to all electric customers in the City of Toledo providing 21 days to opt out of the Program, all customers who do not opt out will be automatically enrolled in the Program. During this opt-out period eligible consumers may opt-out of the Toledo's Aggregation Group without fees charged by the Provider or Toledo. Generation service activation will occur thereafter without consumer action beginning on the customer's normal meter read date within the month when power deliveries begin under the Aggregation Program.

Changes, Extension or Renewal of Service

At least every three years all consumers eligible to participate in Toledo's Program will be given an opportunity to opt into or out of the Program, and reasonable notice will be provided as required by law and PUCO rules. Participants will also be notified of their right to select an alternate generation supplier and of their ability to return to EDU's Standard Service Offer.

Opt-In Procedures. Eligible consumers may request to join the Aggregation Group after the expiration of any enrollment period by contacting the Provider. The Contract shall determine whether the Provider accepts them into the Program, and, if so, at what rate. The agreed upon policy in the Contract shall be consistent with the EDU's service activation requirements. Aggregation Group participants who move from one location to another within eligible areas of the City shall retain their participant status.

Opt-out Outside Enrollment Period. Members who switch to a different generation supplier after the expiration of the Opt-out period will be allowed to do so in correlation with the consumer's next scheduled meter read date but may be charged a switching fee in an amount and method determined by the Contract. Switching to a different generation supplier on the next meter read date, however, will occur when the next meter read date is twelve (12) business days or more from the date of the consumer's notice of intent to opt-out of the Aggregation Group. Notification of intent to opt-out of the Aggregation Group may be made by contacting the Provider by telephone or in writing. Members who opt-out of the Aggregation Group will default to the EDU's Standard Service Offer, until the consumer selects an alternate generation supplier.

Eligibility. Only non-mercantile consumers shall be eligible for the Program through the opt-out process. Other eligibility restrictions such as peak demand or use may be negotiated within the Contract.

MISCELLANEOUS GOVERNANCE GUIDELINES

- A. The City of Toledo shall approve through Resolution or Ordinance the Plan of Operation and Governance for the Aggregation program and any Amendments thereto.
- B. The City will require any Provider to disclose any subcontractors that it uses in fulfillment of the services described above.
- C. The City will require the Provider to maintain either a toll free telephone number, or a telephone number that is local to Toledo Program Members.

LIABILITY TOLEDO SHALL NOT BE LIABLE TO MEMBERS IN THE AGGREGATION GROUP FOR ANY CLAIMS WHATSOEVER ARISING OUT OF THE AGGREGATION PROGRAM OR THE PROVISION OF AGGREGATION SERVICES BY THE CITY OR THE PROVIDER. AGGREGATION GROUP MEMBERS SHALL ASSERT ANY SUCH CLAIMS SOLELY AGAINST THE PROVIDER PURSUANT TO THE POWER SUPPLY AGREEMENT, UNDER WHICH SUCH PARTICIPANTS ARE EXPRESS THIRD-PARTY BENEFICIARIES.

INFORMATION AND COMPLAINT NUMBERS

Potential participants can receive more information about the program or Copies of this Plan from the City of Toledo free of charge by calling 419-245-1893.

Any electric customer, including any participant in Toledo's Aggregation Program, may contact the Public Utilities Commission of Ohio (PUCO) for information, or to make a complaint against the Program, the Provider or EDU. The PUCO may be reached toll free at 1-800-686-7826. For all TDD/TYY calls, the PUCO may be reached at 1-800-686-1570.

Appendix A -- Education Process

The Provider will develop an educational program in conjunction with Toledo and its energy consultant. Its purpose will be to explain the aggregation program to City of Toledo Members, provide updates and disclosures as mandated by State law and the rules of the PUCO, and provide the opportunity for the members to opt out of the program. The following are the program components:

1. Each eligible consumer within the City limits will receive via U.S. Mail notification of: what government aggregation means, their membership in the government aggregation program, the procedure which must be followed in order to opt out of the program, the price that they can expect to receive as a member of the program, and the deadline for returning the opt out form. See the attached letter.
2. The Provider will work with the City of Toledo to provide opportunities for educating eligible Toledo consumers about the Program and their rights under the law, PUCO rules and this Program. In addition, the Provider and Toledo will work to provide education about and other opportunities for energy efficiency measures to help consumers reduce energy consumption.
3. The Provider will provide updates and disclosures as mandated by State law and rules of the PUCO.
4. The opt-out opportunity will be provided to the Members of the program at least every three years. Should conditions, suppliers, price, or any other component of the program change within the three-year period, participants will be given a notice of their opportunity to opt out of, or into the program.

Appendix B --- Customer Service Plan

A. Member Access:

1. Provider shall ensure Members reasonable access to their service representatives for inquiries, complaints, to discuss charges on Member bills, and transact any other business.
2. Telephone access shall be toll free and afford Members prompt answer times during normal business hours, as follows:

_____ Corporation
Address: _____
City: _____,
Toll-free telephone number: 1-_____
Hours: _____

3. Provider shall provide a 24-hour automated telephone message instructing callers to report any service interruptions or electrical emergencies to the EDU with appropriate phone numbers.

B. Member Complaints:

1. Provider shall investigate Member complaints (including complaints referred by EDU) and provide a status report within five calendar days following receipt of the complaint to:
 - a. The consumer, when the complaint is made directly to Provider; or
 - b. The consumer and The PUCO Staff ("Commission Staff"), when a complaint is referred to Provider by the Commission Staff.
2. If an investigation is not completed within 14 calendar days, Provider shall provide status reports to the consumer and the City of Toledo, or if applicable, to the consumer, the City of Toledo, the City of Toledo consultant and the Commission Staff. Such status reports shall be provided at five-day intervals until the investigation is complete, unless the action that must be taken will require more than five days and the Member has been so notified.
3. Provider shall inform the Member, or the Member, the City of Toledo, City of Toledo consultant and Commission Staff, of the results of the investigation, orally or in writing, no later than five calendar days after completion of the investigation. The consumer, the City of Toledo, the City of Toledo consultant, or Commission Staff may request the report in writing.
4. If a residential consumer disputes the Provider report, it shall inform the consumer that the Commission Staff is available to help resolve informal complaints. Provider

shall provide the consumer with the current address, local/toll free telephone numbers, and TDD/TTY telephone numbers of the Commission's consumer services department.

5. Provider shall retain records of Member complaints, investigations, and complaint resolutions for one year after the occurrence of such complaints, and shall provide such records to the Commission Staff within five calendar days of request.
6. Provider shall make good faith efforts to resolve disputes.

C. Member Billing and Payments

Toledo will use the Provider, or its designated agent, to provide billing services to each Member for the Competitive Retail Electric Services, with no additional administrative fee. At this time, the EDU will render the billing statement, which should be consistent with all applicable guidelines issued by the PUCO. As this market develops, the City of Toledo may, at its option and in consultation with the Provider, change this function to the Retail Electric Generation Provider or a billing agency.

D. Collections for delinquent accounts:

The EDU's credit and collection policies will apply to Program Members and shall be administered by the EDU. Neither the Governmental Aggregator, nor the Provider, will implement additional policies with respect to credit, deposits and collections. Failure to pay for Competitive Retail Electric Services may result in cancellation of the Member's contract with the Provider, and return the Member to the EDU's Standard

City of Toledo

Exhibit B-3

Automatic Aggregation Disclosure – Opt –out Form (Electric Program)

City of Toledo

Electric Aggregation Enrollment Notification

Dear Resident or Small Business,

Welcome to your community's electric aggregation program which provides you with exclusive pricing on the electric generation portion of your electric bill. This is possible through governmental aggregation, a community purchasing program where community officials use group buying power to purchase electricity from a retail electric generation supplier certified by the Public Utilities Commission of Ohio. To further increase the buying power of your community, it decided to join with many other area communities as part of the **Northwest Ohio Aggregation Coalition (NOAC)**. This program was approved by voters in your community in November 2000.

How You Benefit

By participating in this aggregation program, you will receive the following exclusive pricing on your electric generation:

	Your Electric Utility	Fixed Price	Term End	Early Termination Fee
Residential & Small Business	Toledo Edison	4.57 cents per kWh	May 2022	None

Energy Harbor has been selected by your community as part of the Northwest Ohio Aggregation Coalition to provide your electric generation. If you're not already participating, this is your chance to join. If you're already participating, this is your opportunity to continue the benefits of the program.

Same Reliable Service

Your electric utility will continue to maintain the system that delivers power to your home or business – no new poles or wires will be built by Energy Harbor. You will continue to receive a single, easy-to-read bill from your local electric utility with your Energy Harbor charges included. There is no cost for enrollment, you will not be charged a switching fee, and **you do not need to do anything to participate.**

Enrollment Information

If you are not currently receiving electric generation from Energy Harbor, your electric utility will send you a letter confirming your selection of Energy Harbor as your electric generation provider. As required by law, this letter will inform you of your option to cancel your contract with Energy Harbor within seven days of its postmark. To become a member of the community's electric governmental aggregation program, you don't need to take any action when this letter arrives. If you are interested in supporting renewable energy, you can opt-in to an offer backed by 25% solar renewable energy certificates (RECs). Please review the FAQs for additional details and call 1-866-636-3749 to enroll in the solar offer.

Opt-Out Information

If you are a new member of the program, your future bills will reflect the electric price listed above from Energy Harbor after your enrollment has been completed and your switch has been finalized – approximately 30-45 days, depending upon your meter read date. Of course, you are not obligated to participate in the community's electric governmental aggregation program. If you do not want to participate in your community program, you have until the opt-out deadline found in the upper right-hand corner of this letter to return the attached "opt-out" form below. If you do not opt out at this time and leave the program at a later date, you might not be served under the same rates or terms and conditions that apply to other customers served by your utility.

Please refer to the enclosed Terms and Conditions and FAQs for more information. Your community has selected Energy Harbor to handle questions regarding your community-approved electric aggregation program. If you have any questions, please call Energy Harbor toll-free at 1-866-636-3749, Monday through Friday, 8 a.m. to 5 p.m.

Sincerely,

Northwest Ohio Aggregation Coalition



City of Toledo OPT-OUT FORM

Option 1: Do Nothing to Join You will be enrolled automatically if you do not respond to this letter.	OR	Option 2: Return this Opt-Out Form To opt out, this form must be received by Energy Harbor by the deadline.	Opt-Out Deadline April 6, 2020
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Service Address (City, State, Zip): _____

Phone Number: _____

Account Number: _____

Account Holder Signature: _____

☐ By checking this box, I choose to opt out of my community electric governmental aggregation program.

Return opt-out form to: NOAC Community Electric Aggregation Program, 341 White Pond Drive, Bldg. B3, Akron, Ohio 44320

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How is my community able to choose a certified electric generation supplier on my behalf?

Under governmental aggregation, local officials bring citizens together to gain group buying power for the purchase of competitively priced electricity from a retail electric generation supplier certified by the Public Utilities Commission of Ohio (PUCO). Residents voted to allow the community to contract for an electric generation supplier on their behalf.

What do I need to do if I want to be included in this governmental aggregation?

You do not need to do anything to receive the discounted generation pricing under this program. You may choose to remain in the aggregation group by simply not returning the opt-out form.

I'd like to go green. Can I select an offer with more renewable energy?

Yes, you can call Energy Harbor at 1-866-636-3749, and request to opt-in to an offer that includes electricity backed by 25% solar power sourced from within the same electricity grid (PJM) that serves Ohio. The price for this offer backed by 25% solar RECs is 4.80 cents per kWh.

Is my price for power fixed, or does it vary?

The information in your letter states if your price is fixed, variable, or variable based on a tiered pricing structure. Your community has selected a fixed price. The price you are charged per kWh will not change, though your monthly bill will fluctuate each month as your use more or less electricity.

How will I know if I can save money under the electric governmental aggregation program?

You'll know you are saving money as long as your price with Energy Harbor is lower than your utility's Price to Compare (PTC).

If I am already a member of this program, why am I receiving this letter?

As a current member of your community's electric governmental aggregation program, you are given the opportunity to opt out of the program at least every three years at no charge. Your previous contract with Energy Harbor is coming to an end, and this is your opportunity to either opt out or continue the benefits of the program.

What does "opt out" mean?

"Opt-out" means that you can decide not to participate in your community's electric governmental aggregation program. By returning the opt-out form, which is included in this mailing, by the Opt-Out Deadline you will not be enrolled as an electric generation customer with Energy Harbor, your community's competitive electric generation supplier, and you will not receive the discount.

What happens if I do not send in the opt-out form?

If you do not return the opt-out form by the Opt-Out Deadline, you will be included in your community's governmental aggregation program and will receive competitively priced electricity from Energy Harbor.

Can I opt out over the phone?

No, if you want to opt out, you must mail in your completed opt-out form and it must be received by the Opt-Out Deadline.

Can I opt out of the program at a later date?

Yes, you may leave the aggregation program at any time.

What are my energy supply choices if I decide to opt out?

You can stay with your current electric utility, which will continue to supply your electric generation as it always has, or you can shop for an alternative generation supplier. A list of competitive electric suppliers certified by the PUCO and their current prices are available by calling 1-800-686-PUCO (1-800-686-7826).

If I join the aggregation, will Energy Harbor continue to budget bill my supplier charges?

Yes. Toledo Edison, The Illuminating Company, Ohio Edison and Duke Energy include supplier charges in the monthly budgeted amount. Budget billing supplier charges are limited in AEP Ohio's and DP&L's service areas. Please call 1-866-636-3749, if you have questions regarding budget billing in your area.

Can I still have my payment automatically deducted from my checking account as I do now?

Yes. How you pay your electric bill will not change.

If I join my community's governmental aggregation program, who will deliver my power, read my meter and respond to emergencies, such as power outages?

Your electric utility will still be responsible for delivering power to your home or business, reading your meter and restoring power after an outage.

Who is Energy Harbor?

Energy Harbor is a fully integrated retail energy provider and independent power producer capable of generating substantial carbon-free energy. The company proudly serves nearly one million residential, commercial and industrial customers in Ohio, Pennsylvania, New Jersey, Maryland, Illinois and Michigan.

What is the toll-free number for questions?

If you have any questions, please call 1-866-636-3749, Monday through Friday, 8 a.m. to 5 p.m.

Residential and Small Commercial – Electric Terms and Conditions	
Product	Fixed Price
Electric Distribution Utility ("EDU")	The Toledo Edison Company
Price and Length of Agreement	4.57 ¢/kWh through your May 2022 meter read
Cancellation/Termination Fee	None

These Terms and Conditions apply to you because you are enrolling for electric generation service with Energy Harbor LLC ("Energy Harbor") through either (a) affirmative consent or (b) not opting out of your community electric aggregation program. If you enroll by affirmative consent, these Terms and Conditions and the enrollment information on the website are your Agreement ("Agreement"). If you choose to remain in the community aggregation program by not "opting-out" or exercising the right of rescission, these Terms and Conditions and your opt-out notification are your Agreement. Please keep a copy of this Agreement for your records.

Energy Harbor is certified by the Public Utilities Commission of Ohio ("PUCO") to offer and supply electric generation services in Ohio. As a Competitive Retail Electric Service ("CRES") provider, Energy Harbor will supply the electric generation to your Electric Distribution Utility ("EDU") based on your usage. Your EDU then distributes or delivers the electricity to you. Energy Harbor sets the generation prices and charges that the customers pay. The PUCO regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

Definitions: *Generation Charge* – Charge for the production of electricity. *Transmission Charge* – Charge for moving high voltage electricity from a generation facility to the distribution lines of the EDU. *Distribution Service* – Basic service for delivering electricity over a distribution system to a customer from the transmission system.

Right of Rescission: If you do not opt-out or you give your affirmative consent and are enrolled to receive generation service from Energy Harbor, your EDU will send you a confirmation letter. You have the right to rescind your enrollment within seven (7) calendar days following the postmark date of the confirmation letter by contacting the EDU by telephone or in writing as described in the letter. The Right of Rescission only applies when a customer switches to a generation supplier and not on renewal enrollments. Your EDU will not send a confirmation notice upon any renewal of this Agreement. Should you choose to opt-out of your community's program, you will be served by your EDU's standard service offer established pursuant to section 4928.14 of the Ohio Revised Code ("ORC") unless you choose an alternate supplier of electricity.

Eligibility: Only eligible residential customer accounts not enrolled in the Percentage of Income Plan Program ("PIPP") and eligible small commercial customers may enroll in this offer from Energy Harbor. Energy Harbor reserves the right to refuse enrollment to any customer with an outstanding balance.

Basic Service Prices: During the term of this Agreement, you agree to pay Energy Harbor a price for combined Generation and Generation Related Charges ("Retail Electric Service"), specified in the table above. Your Price to Compare ("PTC") consists of bypassable transmission, generation and transmission and generation related components, which are charges associated with the costs of purchased power and the cost to deliver the power through the transmission system. These are the charges that you would avoid for that billing period when you switch to Energy Harbor. If your product in the table above is a % Off PTC product, your monthly price per kWh will vary because the EDU's PTC may change based on any changes made by the EDU in its calculations. In addition to Energy Harbor's charges, you will be charged by your EDU for distribution and various other charges. Your price may also include a fee assessed by a broker or agent representing your community.

Length of Agreement: As a part of your community's program, your Retail Electric Service from Energy Harbor will commence with the next available meter reading and after processing of the enrollment by your EDU and continue through the term indicated in the table above. The program may be terminated prior to the term pursuant to the terms of the master agreement between Energy Harbor and your community for the aggregation program. Should the program be terminated, you will be returned to your EDU's standard service offer or its successor. In the event that (1) the PUCO approves or implements a phase-in credit for generation and/or transmission charges of the EDU or takes any other action which affects the PTC or otherwise does not allow the EDU to reflect the full cost to procure generation and transmission in the PTC or other regulatory action; or (2) there is any change in any statute, rule, regulation, order, law, or tariff promulgated by any court, governmental authority, utility, Independent System Operator ("ISO"), Regional Transmission Organization ("RTO") or other service provider, or any change in operating procedure, which alters to the detriment of Energy Harbor its costs to perform under this Agreement, you may receive a notification from Energy Harbor. This notification will include a description of one or more of the situations described above. Energy Harbor may offer you new Terms and Conditions. You must indicate your affirmative consent to the new Terms and Conditions as specified in the notices. If you do not contact Energy Harbor to accept the new terms, this Agreement will terminate on the date specified in the notices, and you may be returned to your EDU for Retail Electric Service. Alternatively, Energy Harbor may decide to terminate this Agreement, and you will receive prior written notice of the termination, after which you may be returned to your EDU for Retail Electric Service. Whether Energy Harbor offers you new terms or terminates this Agreement under this provision, you will not be responsible for the cancellation/termination fee (if any) set forth in the table above. You must still pay all Energy Harbor charges through the date you are returned to your EDU or switched to another CRES provider for service.

Billing: You will receive a consolidated bill monthly from your EDU for both your Energy Harbor and EDU charges. If you do not pay your bill by the due date, Energy Harbor may cancel this Agreement after giving you a minimum of fourteen (14) days written notice. Upon cancellation you will be returned to your EDU as a customer. You will remain responsible to pay Energy Harbor for any electricity used before this Agreement is cancelled, as well as any late payment and early termination charges. Energy Harbor reserves the right to convert you from consolidated billing to dual billing if such a conversion will facilitate more timely billing, collections, and/or payment. Furthermore, your failure to pay EDU charges may result in your electric service being disconnected in accordance with the EDU tariff.

If you have 12 months of billing history and you are enrolled in budget billing with the EDU, you can enroll in a budget billing program once per year. At the end of the contract term, you are responsible for payment of any outstanding balance upon final contract true up. Energy Harbor reserves the right to adjust your monthly budget amount prior to final contract true up. If you enroll in budget billing, then choose not to be in the program or if you become two consecutive monthly payments overdue, you will be removed from budget billing, your account will be reconciled, and you will be billed for the outstanding budget balance on your next billing cycle.

Penalties, Fees and Exceptions: If you do not pay the full amount owed Energy Harbor by the due date of the bill, Energy Harbor may charge a 1.5% per month late payment fee.

Cancellation/Termination Provisions: You may terminate this Agreement, without penalty, if you move outside the CRES provider's service area or into an area where the CRES provider charges a different price, by providing Energy Harbor with a thirty (30) day written notice. There may be a Cancellation/Termination Fee indicated in the table above if you terminate this Agreement for any other reason, except as expressly provided herein. Customer and Energy Harbor both agree that the following will constitute force majeure events under this Agreement and that Energy Harbor shall have the right to terminate or modify the agreement without liability if: (1) the Electric Security Plan (ESP), Market Rate Offer (MRO) and/or Competitive Bid Process (CBP), or other generation procurement process results in a Price to Compare ("PTC") that is equal to or less than the comparable annualized generation and transmission rates and riders in effect as of the effective date of this Agreement, or (2) the PUCO approves or implements a phase-in credit for generation and/or transmission charges of the EDU or takes any other action which affects the PTC or otherwise does not allow the EDU to reflect the full cost to procure generation and transmission in the PTC or other regulatory action. In the event that the program is terminated, you will be returned to your EDU's standard service offer. Upon termination with Energy Harbor and return to the standard service offer with your EDU, you may not be served under the same rates, terms, and conditions that apply to other EDU customers.

Customer Consent and Information Release Authorization: By choosing not to opt-out of your community's aggregation program, or to affirmatively join it, you understand and agree to the terms and conditions of this Agreement with Energy Harbor. You authorize Energy Harbor to obtain information from the EDU that includes, but is not limited to: billing history, payment history, historical and future electricity usage, meter readings, and characteristics of electricity service. Energy Harbor reserves the right to determine if your credit standing is satisfactory before accepting your enrollment request. This Agreement shall be considered executed by Energy Harbor following acceptance of your enrollment request by Energy Harbor, the end of the seven (7) day rescission period, and subsequent acceptance of the enrollment by your EDU.

Customer Consent to Communications: By signing this Agreement, you agree to receive pre-recorded/artificial voice messages calls and/or use of an automatic dialing device, text messages and/or emails from Energy Harbor or its agents/assigns at any phone number or email address. You agree to be responsible for any charges you may receive on that number, including standard telephone, SMS or text message fees. You may revoke this express consent at any time by calling us at 1-888-254-6359. Such revocation has no bearing on your ability to contract with Energy Harbor.

Contract Expiration: At least every three (3) years, you will be given the opportunity to opt-out of your community's aggregation program at no cost. You are responsible for arranging your electric supply upon termination of this Agreement.

Dispute Procedures: Contact Energy Harbor with any questions concerning the terms of service by phone at 1-888-254-6359 (toll-free) from 8 a.m. to 5 p.m. EST weekdays, or in writing at Energy Harbor, Attn: Contract Administration, 341 White Pond Dr, B3, Akron, OH 44320. Our web address is www.energyharbor.com. If your complaint is not resolved after you have called your electric supplier and/or your electric utility, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from 8 a.m. to 5 p.m. weekdays, or at <http://www.pickocc.org>.

Miscellaneous: You have the right to request from Energy Harbor, twice within a twelve (12) month period, up to twenty-four (24) months of payment history, without charge. Energy Harbor is prohibited from disclosing a Customer's Social Security number and/or account number(s) without the Customer's written consent except for Energy Harbor's collections and reporting, participating in programs funded by the universal service fund, pursuant to section 4928.52 of the Revised Code, or assigning a customer's contract to another CRES provider. Energy Harbor's environmental disclosure statement is available for viewing on our website www.energyharbor.com. You agree that Energy Harbor will make the required annual and quarterly updates to the disclosure statement electronically on our website. Energy Harbor will also provide the information upon request. Energy Harbor may assign its rights to another, including any successor, in accordance with the rules and regulations of the PUCO. Energy Harbor assumes no responsibility or liability for the following items that are the responsibility of the EDU: operation and maintenance of the EDU's electrical system, any interruption of service, termination of service, or deterioration of the EDU's service. **In the event of a power outage, you should contact your local EDU.** Customer is responsible for providing Energy Harbor with accurate account information. If said information is incorrect, Energy Harbor reserves the right to reprice the applicable account(s) or terminate the Agreement. Energy Harbor reserves the right to return any customer to the EDU if the customer's rate code is changed and the account is no longer eligible for this offer. Customer authorizes, but does not obligate, Energy Harbor to exercise customer's governmental aggregation opt-out rights.

Warranty: Energy Harbor warrants title and the right to all electricity sold hereunder. THE WARRANTIES SET FORTH IN THIS PARAGRAPH ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

City of Toledo

Exhibit B-4

Experience (Electric Program)

Experience

City of Toledo officials are experienced in negotiating and providing for common services for the City. However, due to the complexity of Governmental Aggregation, the City selected Palmer Energy Company, to assist them in designing, implementing and maintaining the Program.

Palmer Energy Company is a Toledo based energy consulting firm founded in 1980. Palmer Energy was a natural gas industry pioneer by working on their customers' behalf as an external consultant. Purchased by Mark Frye in 1994, Palmer Energy has become a leader in unbiased energy management and consulting. While its evolution continues alongside the energy industry, Palmer Energy Company is dedicated to operating as an integral member of a client's energy management team.

Palmer Energy is also the energy consultant for The Northwest Ohio Aggregation Coalition (NOAC). NOAC is a coalition of communities in Lucas and northern Wood Counties providing governmental aggregation services for electric and natural gas customers within the Cities of Maumee, Northwood, Oregon, Perrysburg, Rossford, Sylvania, Toledo and Waterville, the Villages of Delta, Holland, Ottawa Hills and Walbridge, the Wood County Townships of Lake and Perrysburg, and all the unincorporated township areas of Lucas County (through the Board of County Commissioners, Lucas County, Ohio). Mark Frye, President of Palmer Energy, is NOAC's designated consultant and has testified on behalf of NOAC in several matters before the Public Utilities Commission of Ohio.

City of Toledo has been an active member in the natural gas and electric energy programs of Northwest Ohio Aggregation Coalition (NOAC). NOAC was designed specifically to help communities in Lucas and Northern Wood Counties save money on their natural gas and electric bills by utilizing the strength of group buying. By grouping together, communities can leverage their buying power when shopping the market, thus securing the best deals possible. The independent energy professionals of Palmer Energy Company, on behalf of NOAC, obtained the best price for electric and natural gas from various reputable suppliers through the RFP process.

Palmer Energy recently partnered with the Ohio Municipal League to help manage a natural gas and electric program for the facilities, as well as electric and natural gas government aggregation programs for the residents of member cities and villages. This program was designed specifically to help cities and villages save money on their natural gas and electric bills by utilizing the strength of group buying.

Palmer Energy Company will:

- Assist the day to day administration of program (problem resolution, press releases, PUCO compliance, supplier liaison, contract review, etc.)
- Design and issue the Request for Proposal, analyze supplier responses and provide recommendations for the supply agreement.
- Review customer data provided by the utility that would serve as the basis for an opt-out notice. Provide customer service support for consumers in the City to call for information during the 21-day enrollment and opt out period for the City's Aggregation Program.

- Respond to customer inquiries, billing questions and/or complaints. While the billing of customers for the retail generation supply will be provided through the electric distribution utility, Toledo Edison (TE), and the billing process will be coordinated with TE by the selected supplier, for the Aggregation Group, Palmer Energy will offer assistance as needed on behalf of the City.
- Write and prepare reports on a quarterly/annual basis to the City, PUCO, PUCO's Market Monitoring division, and the Ohio Consumers' Counsel.
- Palmer Energy is well versed in the rules adopted by the PUCO, and is thus in a position to ensure compliance with all applicable provisions of Section 4928.10 of the Revised Code, and the rules adopted by the Commission pursuant thereto.

Contact information for Palmer Energy Company

Mark R. Frye, President
5577 Airport Highway, Suite 101
Toledo, Ohio 43615
419-539-9180 (Office)
419-539-9185 (Fax)
Email: mfrye@palmerenergy.com

Competitive Retail Electric Service Affidavit

County of Lucas :

State of Ohio :

Leslie A. Kovacik, Affiant, being duly sworn/affirmed, hereby states that:

1. The information provided within the certification or certification renewal application and supporting information is complete, true, and accurate to the best knowledge of affiant, and that it will amend its application while it is pending if any substantial changes occur regarding the information provided.
2. The applicant will timely file an annual report of its intrastate gross receipts, gross earnings, and sales of kilowatt-hours of electricity pursuant to Sections 4905.10(A), 4911.18(A), and 4928.06(F), Ohio Revised Code.
3. The applicant will timely pay any assessment made pursuant to Sections 4905.10, 4911.18, and 4928.06(F), Ohio Revised Code.
4. The applicant will comply with all applicable rules and orders adopted by the Public Utilities Commission of Ohio pursuant to Title 49, Ohio Revised Code.
5. The applicant will cooperate fully with the Public Utilities Commission of Ohio, and its Staff on any utility matter including the investigation of any consumer complaint regarding any service offered or provided by the applicant.
6. The applicant will fully comply with Section 4928.09, Ohio Revised Code regarding consent to the jurisdiction of Ohio Courts and the service of process.
7. The applicant will comply with all state and/or federal rules and regulations concerning consumer protection, the environment, and advertising/promotions.
8. The applicant will use its best efforts to verify that any entity with whom it has a contractual relationship to purchase power is in compliance with all applicable licensing requirements of the Federal Energy Regulatory Commission and the Public Utilities Commission of Ohio.
9. The applicant will cooperate fully with the Public Utilities Commission of Ohio, the electric distribution companies, the regional transmission entities, and other electric suppliers in the event of an emergency condition that may jeopardize the safety and reliability of the electric service in accordance with the emergency plans and other procedures as may be determined appropriate by the Commission.
10. If applicable to the service(s) the applicant will provide, it will adhere to the reliability standards of (1) the North American Electric Reliability Council (NERC), (2) the appropriate regional reliability council(s), and (3) the Public Utilities Commission of Ohio.
11. The Applicant will inform the Public Utilities Commission of Ohio of any material change to the information supplied in the application within 30 days of such material change, including any change in contact person for regulatory purposes or contact person for Staff use in investigating consumer complaints.

12. The facts set forth above are true and accurate to the best of his/her knowledge, information, and belief and that he/she expects said applicant to be able to prove the same at any hearing hereof.

13. Affiant further sayeth naught.

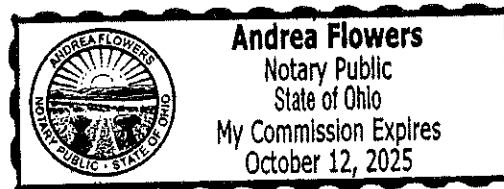
[Signature] Senior Attorney
Signature of Affiant & Title

Sworn and subscribed before me this 7th day of June, 2022
Month Year

[Signature]
Signature of official administering oath

Andrea Flowers, Program Manager
Print Name and Title

My commission expires on 10-12-2025



**This foregoing document was electronically filed with the Public Utilities
Commission of Ohio Docketing Information System on**

8/23/2022 8:45:44 AM

in

Case No(s). 00-1915-EL-GAG

Summary: In the Matter of the Application of City of Toledo