



DIS Case Number: 10-2366-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 Reynoldsburg Country: United States
Phone: Extension (if applicable): Street: 7232 East Main St.
6143226800
Website (if any): www.reynoldsburg.gov City: Reynoldsburg Province/State: OH
Postal Code: 43068

A-2. Contact person for regulatory matters

William Dorman
7232 East Main Street
Reynoldsburg, OH 43068
US
wdorman@ci.reynoldsburg.oh.us
6143226840

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

William Dorman
7232 East Main Street
Reynoldsburg, OH 43068
US
wdorman@ci.reynoldsburg.oh.us
6143226840

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

Phone: 614.322.6884 Extension (if applicable): Country: United States
Fax: Extension (if applicable): Street: 7232 East Main Street
Email: wdorman@ci.reynoldsburg.oh.us City: Reynoldsburg 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 Reynoldsburg

Exhibit B-1

Authorizing Ordinance/Resolution (Electric Program)

CITY OF REYNOLDSBURG, OHIO

ORDINANCE NUMBER 64-01

Passed: June 11, 2001

AN ORDINANCE AUTHORIZING ALL ACTIONS NECESSARY TO EFFECT A GOVERNMENTAL ELECTRICITY AGGREGATION PROGRAM WITH OPT-OUT PROVISIONS PURSUANT TO SECTION 4928.20 OHIO REVISED CODE. DIRECTING THE FRANKLIN, LICKING AND FAIRFIELD COUNTY BOARD OF ELECTIONS TO SUBMIT A BALLOT QUESTION TO THE ELECTORS AND DECLARING AN EMERGENCY

WHEREAS, the Ohio Legislature has enacted electric deregulation legislation ("Am. Sub. S B No. 3") which authorizes the legislative authorities of municipal corporations, townships and counties to aggregate the retail electrical loads located in the respective jurisdictions and to enter into service agreements to facilitate for those loads the purchase and sale of electricity;

WHEREAS, such legislative authorities may exercise such authority jointly with any other legislative authorities:

WHEREAS, governmental aggregation provides an opportunity for residential and small business customers collectively to participate in the potential benefits of electricity deregulation through lower electric rates which they would not otherwise be able to have individually,

WHEREAS, this Council seeks to establish a governmental aggregation program with opt-out provisions pursuant to Section 4928.20, Ohio Revised Code (the "Aggregation Program"), for the residents, businesses and other electric consumers in the City and in conjunction jointly with any other municipal corporation, township, county or other political subdivision of the State of Ohio, as permitted by law.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, COUNTIES OF FRANKLIN, LICKING AND FAIRFIELD, AND STATE OF OHIO, THAT:

SECTION 1. This Council finds and determines that it is in the best interest of the City, its residents, businesses and other electric consumers located within the corporate limits of the City to establish the Aggregation Program in the City. Provided that this Ordinance and the Aggregation Program is approved by the electors of the City pursuant to Section 2 of this

Ordinance, the City is hereby authorized to aggregate in accordance with Section 4928.20, Ohio Revised Code, the retail electrical loads located within the City, and, for that purpose, to enter into service agreements to facilitate for those loads the sale and purchase of electricity. The City may exercise such authority jointly with any other municipal corporation, township or county or other political subdivision of the State of Ohio to the full extent permitted by law. The aggregation will occur automatically for each person owning, occupying, controlling, or using an electric load center proposed to be aggregated and will provide for the opt-out rights described in Section 3 of this Ordinance.

SECTION 2. The Board of Elections of Franklin, Licking and Fairfield Counties are hereby directed to submit the following question to the electors of the City at the general election on November 6, 2001.

Shall the City of Reynoldsburg have the authority to aggregate the retail electric loads located in the City, and for that purpose, enter into service agreements to facilitate for those loads the sale and purchase of electricity, such aggregation to occur automatically except where any person elects to opt out?

The Clerk of this Council is instructed immediately to file a certified copy of this Ordinance and the proposed form of the ballot question with the County Board of Elections not less than seventy-five (75) days prior to November 6, 2001. The Aggregation Program shall not take effect unless approved by a majority of the electors voting upon this Ordinance and the Aggregation Program provided for herein at the election held pursuant to this Section 2 and Section 4928.20, Ohio Revised Code.

SECTION 3. Upon the approval of a majority of the electors voting at the special election provided for in Section 2 of this Ordinance, this Council individually or jointly with any other political subdivision, shall develop a plan of operation and governance for the Aggregation Program. Before adopting such plan, this Council shall hold at least two public hearings on the plan. Before the first hearing, notice of the hearings shall be published once a week for two consecutive weeks in a newspaper of general circulation in the City. The notice shall summarize the plan and state the date, time, and location of each hearing. No plan adopted by this Council shall aggregate the electrical load of any electric load center within the City unless it in advance clearly discloses to the person owning, occupying, controlling, or using the load center that the person will be enrolled automatically in the Aggregation Program and will remain so enrolled unless the person affirmatively elects by a stated procedure not to be so enrolled. The disclosure shall state prominently the rates, charges, and other terms and conditions of enrollment. The stated procedure shall allow any person enrolled in the Aggregation Program the opportunity to opt out of the program every two years, without paying a switching fee. Any such person that opts out of the Aggregation Program pursuant to the stated procedure shall default to the standard service offer provided under division (a) of Section 4928.14 or division (d) of Section 4928.35, Ohio Revised Code until the person chooses an alternative supplier.

SECTION 4. This Council finds and determines 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 committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

SECTION 5. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the City, and for the further reason that this Ordinance is required to be immediately effective in order to file a certified copy of this Ordinance and the proposed form of the ballot question with the Board of Elections of Franklin, Licking and Fairfield County not later than seventy-five (75) days prior to the November 7, 2001 election, as provided herein; wherefore, this Ordinance shall be in full force and effect immediately upon its adoption and approval by the Mayor.

Bradley L. McCloud, President of Council

ATTEST: Nancy C. Frazier
Nancy C. Frazier, Clerk of Council

APPROVED: Robert L. McPherson
Robert L. McPherson, Mayor

DATE: 6/18/01

CERTIFICATE

I, Nancy C. Frazier, Clerk of Council, City of Reynoldsburg, Ohio do hereby certify the foregoing to be a true and correct copy of Ordinance No. 64-01 as passed by Council of said City on the 11th day of June 2001 and as recorded in the Record of Proceedings of said Council.

Nancy C. Frazier
Nancy C. Frazier, Clerk of Council

Filed with Mayor: 6-15-01

Published: _____

City of Reynoldsburg

Exhibit B-2

Operation and Governance Plan (Electric Program)

x Nancy C. Frazier

Sec. Sec. - copy

ORDINANCE NO. 58-04

PASSED: May 24, 2004

AN ORDINANCE TO APPROVE THE PLAN OF OPERATION AND GOVERNANCE FOR THE CITY OF REYNOLDSBURG'S ELECTRIC AGGREGATION PROGRAM AND DECLARING AN EMERGENCY (Repeals Ordinance No. 30-02 passed April 8, 2002)

WHEREAS, Revised Code 4928.20 permits a municipality to aggregate customers within their jurisdiction in order to facilitate "customer choice" in electric power suppliers and to promote lower cost electric utility services within the City of Reynoldsburg; and

WHEREAS, on November 6, 2001, the electors of the City of Reynoldsburg approved of the City's plan to create an aggregation program for customers located within the boundaries of the City of Reynoldsburg; and

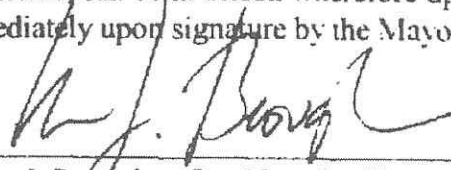
WHEREAS, Revised Code 4928.20 (C) requires a governmental entity interested in the automatic registration of customers under governmental aggregation, subject to customer rights to "opt-out" of such an aggregation, to adopt a plan of operation and governance for its aggregation program; now therefore,

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, OHIO:

SECTION 1. That this Council hereby adopts the City of Reynoldsburg's Plan of Operation and Governance, referenced Exhibit A, plan dated April 2004, incorporated into ordinance by reference, for the implementation and administration of the City's municipal aggregation program in accordance with Revised Code 4928.20 (C).

SECTION 2. That Ordinance No. 30-02 passed April 8, 2002 be and is hereby repealed and replaced.

SECTION 3. That this ordinance is deemed to be an emergency measure necessary for the immediate preservation of the public health and safety, and further so revisions, which were required to meet current PUCO Industry requirements, can be in effect: wherefore upon adoption by Council this ordinance shall be in effect immediately upon signature by the Mayor.



Lane J. Beougher, President Pro Tempore
of Council

ATTEST: Nancy C. Frazier
Nancy C. Frazier, Clerk of Council

APPROVED: Robert L. McPherson
Robert L. McPherson, Mayor

DATE 5/25/04

CERTIFICATE

I, Nancy C. Frazier, Clerk of Council, City of Reynoldsburg, Ohio do hereby certify the foregoing to be a true and correct copy of Ordinance No. 58-04 as passed by Council of said City on the 24th day of May 2004 and as recorded in the Record of Proceedings of said Council.

Nancy C. Frazier
Nancy C. Frazier, Clerk of Council

Filed with Mayor: 5-25-04

Published: _____

Overview

At the November 6, 2001 general election, local residents authorized the City of Reynoldsburg ("the City") to create a municipal opt-out electric aggregation program ("the Aggregation Program") as provided under Section 4928.20 of the Ohio Revised Code. Under the opt-out electric aggregation program, all eligible electric consumers within the City's corporation limits will be automatically included in the Aggregation Program initially. However, all consumers will also be given the opportunity to opt out of or decline participation in the Aggregation Program as detailed herein.

The City's purpose in creating the Aggregation Program is to represent local consumer interests in emerging competitive electricity markets by aggregating electric loads within the City's corporation limits (including public and privately-owned facilities) and negotiating affordable, reliable electric supplies and other related services on behalf of local consumers. The City may pursue this purpose individually or in cooperation with other entities.

Many small commercial and residential electric consumers lack the knowledge and leverage to effectively negotiate power supply rates and services. A governmental aggregation program provides them with an option for professional representation and the bargaining power of a larger, more diverse consumer group that may be more attractive to suppliers, allowing them to effectively participate in the competitive process and potentially achieve benefits.

The Aggregation Program is designed to reduce the amount a consumer pays for electric energy, and to gain other favorable economic and non-economic terms in service contracts. The City will not buy and resell power, but will represent collective consumer interests to set terms and conditions for service. Through a negotiation process, the City will develop a contract with a Competitive Retail Electric Services Provider (CRES Provider) or Providers for firm full-requirements electric service. The contract will run for a fixed term (i.e., one to five years). Once the contract has been finalized, it will be submitted to the Reynoldsburg City Council for approval.

Initially, each eligible consumer within the City's corporation limits will be automatically included in the Aggregation Program. However, prior to actual enrollment, each consumer for whom electric rates, terms and conditions have been negotiated will receive a notice detailing the rates, terms and conditions that will apply to that consumer. The City will continue to seek out supply arrangements that permit affordable, reliable electric supply and other services on behalf of consumers in the Aggregation Program who cannot be served under a contract that has been negotiated with a CRES Provider.

Each consumer who is given notice as described above will have a 21-day period to "opt out" of or decline to participate in the Aggregation Program without charge. Consumers opting out of the program will remain on American Electric Power's (AEP's) Standard Offer Generation Service until such time as they select an approved CRES Provider. A similar opt-out period will be

offered every two years during which time consumers can leave the Aggregation Program without paying a switching fee.

Participants who leave the Aggregation Program and wish to return, as well as consumers who move into the City after the initial opt-out period will be afforded the opportunity to enroll in the Aggregation Program. However, the City cannot guarantee rates, terms and conditions to consumers enrolling in the Aggregation Program after the initial 21-day opt-out period.

Participants who relocate within the City limits may be allowed to continue in the Aggregation Program at their new location under the same terms and conditions as at their former location, provided the AEP rate classification is the same at both locations, and subject to any switching fees imposed by AEP.

The City will contract with a CRES Provider to implement and operate the Aggregation Program. Contracts for power supply and other related services will be negotiated, recommended, and monitored for compliance by the City on behalf of local consumers.

The Aggregation Program covers the power supply or generation portion only of a participant's electric bill. AEP will continue to deliver electricity to Aggregation Program participants' homes and businesses through its electric transmission and distribution system as a monopoly function regulated by the Public Utilities Commission of Ohio (PUCO). AEP will also continue to install, operate and maintain its system of poles, wires, transformers and other electric distribution components. Aggregation Program participants will continue to call AEP if their power goes out or if they have billing questions. The PUCO will continue to oversee AEP's electric safety and reliability service standards.

The City developed this Plan of Operation and Governance in compliance with Ohio law regarding municipal opt-out aggregation of electric consumers, including at least two public hearings prior to its adoption.

Plan of Operation and Governance

The Reynoldsburg City Council shall approve by ordinance the Aggregation Program's Plan of Operation and Governance in accordance with Ohio Revised Code Section 4928.20. Amendments to the Plan of Operation and Governance may be subject to Reynoldsburg City Council approval and filing with the PUCO.

After adoption of the Plan of Operation and Governance, the City will file with the PUCO for governmental aggregator certification and also register as a governmental aggregator with AEP.

Aggregation Program Management

Oversight of the Aggregation Program will be the responsibility of the Development Director who reports to the Mayor. The Development Director will have the authority to develop specifications for the Aggregation Program, to appoint an Aggregation Program Manager, and to select, hire and manage the CRES Provider.

The CRES Provider and the Development Director will work under the direction of the Mayor with the advice and counsel of the City Attorney.

Due to the complexity of the electric utility industry and the uncertainties of its associated restructuring activities, the Development Director may contract with a consultant or consultants to provide the necessary expertise to represent the City's interest in legislative and regulatory matters and/or to serve as the Aggregation Program Manager. Such services may include, but are not limited to facilitating consumer enrollment and opt-out, assisting with consumer education, addressing consumer questions and concerns, providing reports on program operation, enrollment and savings, negotiating future CRES Provider contracts, and representing the City in dealings with CRES Providers, AEP, the Ohio Legislature, the PUCO and the OCC.

The CRES Provider's rates may include an administrative fee, which shall (if implemented) be collected on behalf of the City to fund the implementation and administration of the City's Aggregation Program. The administrative fee may be adjusted annually to cover the City's cost of administering the program. The fee will be reviewed annually to ensure that the amounts collected do not exceed the cost of administering the aggregation program.

Selection of a CRES Provider

The City will not buy and resell power to Aggregation Program participants. The City will negotiate with potential CRES Providers to provide affordable, reliable electric supplies and other electric related services on behalf of local consumers. The City will consider cooperating with other governmental aggregators if it appears beneficial to do so.

Through a negotiation process, the City will develop a contract with a CRES Provider or Providers for firm, all-requirements service. The City will contract only with a CRES Provider or Providers that meet at a minimum the following criteria:

1. Certified CRES Provider by the PUCO
2. Registered with AEP
3. Have a service agreement under AEP's or its successor organization's Open Access Transmission Tariff
4. Successfully completed Electronic Data Interchange (EDI) computer system testing with AEP, and that CRES Provider's EDI computer system must be capable of effectively processing Aggregation Program EDI transactions in a timely manner
5. Meet standards of creditworthiness established by the City, AEP and the PUCO.

6. Have a toll-free customer call center and Internet web site capable of effectively handling participants' questions, concerns and disputes in a timely manner
7. Hold the City harmless from any financial obligations arising from offering electricity and/or energy-related services to Aggregation Program participants

The CRES Provider's contract will run for a fixed term (i.e., one to five years) and contain all pricing, charges, switching fees, etc. in clear and easily understood terms.

The City will require any CRES Provider to disclose any subcontractors that it uses in fulfillment of the services described herein.

The Reynoldsburg City Council will approve and authorize, by ordinance, the contracts entered into by the City with the CRES Provider.

Electric Supply Charges

The City will aggregate electric loads within the City's corporation limits (including municipal facilities) and negotiate mutually agreeable price terms with CRES Providers for affordable, reliable electric supplies and other related services on behalf of local consumers. The City may pursue this purpose individually or in cooperation with other entities. CRES Providers will supply information on electric supply charges by AEP customer rate classification or other appropriate pricing category as approved by the City. All electric supply charges will be fully and prominently disclosed in consumer enrollment materials and will be subject to approval by the Reynoldsburg City Council.

AEP's Regulated Customer Classifications and Rates

AEP assigns customer rate classifications, character of service and associated regulated rates subject to PUCO approved tariffs. In addition to the CRES Provider's generation charges, consumers will continue to be billed for AEP's service and delivery charges. Although the City may participate in regulatory proceedings and represent the interests of consumers regarding these regulated rates, it cannot assign or alter customer rate classifications.

It is the intention of the city to offer its aggregation program to eligible customers in any and all customer classifications, and in all rate categories, for which the CRES Provider can offer a savings compared to the EDU's generation cost.

Developing the Pool of Eligible Accounts

The City shall request the EDU to provide current customer information for all customers within the municipal boundaries. The provided information shall include:

- Customer name;
- Customer service address;
- Customer billing address;
- EDU customer account number;
- EDU rate code;
- EDU PIPP code;
- Customer load data;
- Whether or not a customer has a present contract with a CRES Provider;
- Whether or not a customer has a special service contract with the EDU.

From this information, the City and the CRES Provider will develop the pool of customers eligible to participate in the aggregation program, for which the CRES Provider can offer savings.

Initial Consumer Notification and Enrollment

After contract approval by the Reynoldsburg City Council, the CRES Provider will work with the City and AEP to identify all eligible consumers within the City's corporation limits.

Prior to actual enrollment of an eligible consumer for whom electric rates, terms and conditions have been negotiated, each such consumer will be notified of the rates, charges and other terms and conditions that will apply to that consumer as part of the consumer's participation in the Aggregation Program and that they will be automatically enrolled in the Aggregation Program unless they opt out of or decline participation in the program. Consumers will be given a 21-day period in which to notify the City that they wish to opt out of or decline participation in the Aggregation Program. Consumers opting out of the program will remain on the providing utility's Standard Offer Generation Service, until such time as they select an approved CRES Provider.

Consumers may use one or more of the following methods to opt out of the program:

- 1) Returning a post card or other form provided in the opt-out letter
- 2) Telephone
- 3) Internet

After the initial 21-day opt out period has elapsed, all eligible consumers who have not notified the City of their desire to opt out of the Aggregation Program will be enrolled by the CRES Provider at the earliest date practicable.

Consumers ineligible to participate in the Aggregation Program include those customer accounts that are located outside the City's municipal boundaries, customers who are in contract with a CRES provider, or customers in a "special rate" contract with AEP and Percentage of Income Payment Plan (PIPP) consumers. The aggregation of PIPP customers is under the direction of the State of Ohio.

Consumers enrolled in the Aggregation Program by the CRES Provider will receive a letter from AEP notifying them of their enrollment. Consumers will have seven calendar days to notify the electric utility of any objection to their enrollment in the Aggregation Program. AEP will notify the CRES Provider of consumer objections or any reason that a consumer was not enrolled in the Aggregation Program and CRES Provider will maintain a list of customers who have opted out under the program rules. The CRES Provider will report to the City the status of Aggregation Program enrollment on at least a monthly basis.

Leaving the Aggregation Program

Participants who wish to leave the Aggregation Program may do so:

- During the initial 21-day opt-out period
- During subsequent opt-out period offered by the City at least every two years
- At any other time; however an early termination fee may be assessed

In addition to the initial 21-day opt-out period described above, each participant will be given an opportunity to opt out of the Aggregation Program every two years without paying an early termination fee. Consumers who choose to opt out of the Aggregation Program at any time other than during the initial 21-day opt-out period or during subsequent opt-out periods offered by the City may be subject to an early termination fee.

Any consumer who opts out of the Aggregation Program will be returned to AEP's Standard Offer Generation Service until such time as the consumer selects another approved CRES Provider.

CRES Provider Responsibilities

The CRES Provider will build and maintain a database of all Aggregation Program participants. The database will include the name, address, AEP service delivery identification (SDI) number and may include other pertinent information as agreed upon by the City and the CRES Provider. Such information may include the CRES Provider's account number (if different from AEP's SDI number), rate code, rider code (if applicable), most recent 12 months of kWh consumption and kW demand, and meter reading cycle. The Aggregation Program database will be updated at

least quarterly. The City will have the right to access information in the database for purposes of auditing.

The CRES Provider will provide and maintain the required Electronic Data Interchange (EDI) computer system to effectively process Aggregation Program enrollments, opt outs, billing, etc, with AEP.

The CRES Provider will provide a local or toll free telephone number and Internet web site for participant questions and concerns about enrollment, opt-out provisions, billing and other Aggregation Program issues.

The CRES Provider will develop internal controls and processes to help ensure that the City remains in good standing as a governmental aggregator that complies with all laws, rules and regulations regarding the same as they may be periodically amended. The CRES Provider will provide the City with the necessary data to assist the City in the filing of reports, if any, required by the PUCO, OCC or other regulatory agency.

New and Returning Participants

Participants who leave the Aggregation Program and wish to return, participants who initially opt out of the program and later wish to join, and consumers who move into the City after the initial opt-out period will be afforded the opportunity to enroll in the Aggregation Program. However, the City cannot guarantee rates, terms and conditions to consumers enrolling in the Aggregation Program after the initial 21-day opt-out period. Consumers may contact the City, or as applicable, the Aggregation Program Manager to obtain current enrollment information.

Participants who relocate within the City limits may be allowed to continue in the Aggregation Program at their new location under the same terms and conditions as at their former location, provided the AEP rate classification is the same at both locations, and subject to any switching fees imposed by AEP.

The CRES Provider will comply with all local, state and federal rules and regulations regarding discontinuing service to Aggregation Program participants.

Billing

The City initially plans to utilize AEP's consolidated billing service in which each consumer account receives one bill itemizing the CRES Provider's electric supply charges and AEP's delivery, transition and other PUCO-approved charges. The billing statement will be consistent with applicable PUCO rules and regulations. The City will consider other billing options, including CRES Provider consolidated billing, if and when they become available and if it appears advantageous to do so.

Questions and Concerns

The Aggregation Program only impacts the source of generation or power supply. AEP will continue to deliver the electricity purchased through the Aggregation Program to participants' homes and businesses through its electric transmission and distribution system. Participants with question or concerns regarding service delivery or safety, such as a power outage, a downed power line, sparking power lines or equipment, low voltage, etc. should continue to contact AEP at 800-277-2177. Meter reading or other billing questions should also be directed to AEP at 888-237-5566. Questions regarding Aggregation Program enrollment, opting out, and operation should be directed to the City or, as applicable, the Aggregation Program Manager.

Question or Concern	Contact	Phone Number/e-mail
Power outage or interruption	AEP	800-277-2177
Turn power on or off	AEP	800-277-2177
Meter reading/billing	AEP	888-237-5566
To enroll in or opt out of the Aggregation Program	CRES Provider	800-XXX-XXXX M-F xxx to xxx Sat & Sun xxx to xxx
Aggregation Program Questions or concerns	CRES Provider	800-XXX-XXXX M-F xxx to xxx, Sat & Sun xxx to xxx
Unresolved disputes (residential customers)	Ohio Consumer's Counsel	877-742-5622 (toll free) occ@occ.state.oh.us
Unresolved disputes (all customers)	Public Utilities Commission of Ohio	(800)-686-7826 (voice) (800)-686-1570 (TDD)

Reliability and Indemnification of Consumers

Electric service reliability is an essential to Aggregation Program participants. The City will strive to provide high-quality service and reliability through provisions of the CRES Provider contract, through traditional proceedings related to AEP's regulated transmission and distribution services; and through direct discussions with AEP concerning specific or general problems related to quality and reliability of its transmission and distribution system.

If for any reason a CRES Provider fails to provide uninterrupted service, the City will attempt to acquire an alternative power supply. If this attempt fails, participants will default to AEP's Standard Offer Generation Service. In no case will participants be without power as the result of the CRES Provider's failure to provide uninterrupted service. The City will seek to minimize this risk by contracting only with reputable CRES Providers that demonstrate reliable service. The City also intends to include conditions in its CRES Provider contract that will indemnify participants against risks or problems with power supply service and price.

Participant Rights

All Aggregation Program participants shall enjoy the protections of law afforded to consumers as they currently exist or as they may be amended from time to time. These include rights to question billings or service quality or service practices. All program participants shall also enjoy the individual right to decline participation in the Aggregation Program subject to the terms and conditions contained herein.

All Aggregation Program participants will be treated equitably. They will be guaranteed the right to raise and resolve disputes with the CRES Provider, be provided all required notices and information; and always retain the right to opt out of the Aggregation Program or switch suppliers subject to the terms and conditions contained herein.

All consumers within the City's corporation limits shall be eligible to participate in the Aggregation Program on a non-discriminatory basis subject to the terms and conditions described herein, Ohio law, PUCO rules and regulation governing electric service, and AEP's approved tariffs.

Service under the Aggregation Program shall include all eligible customer classes in adherence with universal service principles and requirements, and the traditional non-discriminatory practices of local government. CRES Provider contracts shall contain provisions to maintain these principles and equitable treatment of all customer classes.

Low-income consumers shall remain subject to all provisions of Ohio law and PUCO rules and regulations as they may be amended from time to time regarding their rights to return to AEP's Standard Offer Generation Service and participation in the Aggregation Program.

Participant Responsibilities

Aggregation Program participants are subject to the same standards and responsibilities as other electric consumers, including payment of billings and access to metering and other equipment necessary to carry out utility operations.

Termination of the Aggregation Program

The Aggregation Program may be discontinued upon the termination or expiration of the CRES Provider contract without any extension, renewal or subsequent contract being executed. In the event of Aggregation Program termination, each participant will receive notification at least 90

days prior to such program termination and could return to AEP's Standard Generation Offer Service or select another approved CRES Provider.

Definitions

Aggregation

Combining the electric loads of multiple customers for the purposes of supplying or arranging for the supply of competitive retail electric service to those customers.

Aggregation Program Manager

The person or entity designated by the Development Director to oversee the operation and management of the City of Reynoldsburg's Municipal Electric Aggregation Program.

Competitive Retail Electric Service (CRES)

A component of retail electric service that is deemed competitive under the Ohio Revised Code or pursuant to an order of the PUCO. This includes but is not limited to the services provided by competitive retail electric service providers, power marketers, aggregators and governmental aggregators.

Competitive Retail Electric Service Provider (CRES Provider)

A person or entity certified by the PUCO and registered with AEP who supplies or offers to supply a competitive retail electric service over AEP's electric transmission and/or distribution system. This term does not apply to AEP in its provision of standard offer generation service.

Consumer

Any person or entity that is an end user of electricity and is connected to any part of AEP's electric transmission or distribution system within the City of Reynoldsburg's corporation limits.

Delivery Charge

Charge imposed by AEP for delivering electricity to a consumer's home or business. The charge includes meter reading, billing, transition costs, maintaining electric system reliability and responding during emergencies and outages (also called the distribution charge).

Distribution

The delivery of electricity to a consumer's home or business over AEP's local poles, wires, transformers, substations, and other equipment. AEP's distribution system operations will remain regulated by the PUCO.

Electric Related Service

A service that is directly related to the consumption of electricity at a consumer's home or business. This may include, but is not limited to, the installation of demand side management measures at a consumer's premises, the maintenance, repair or replacement of appliances, lighting, motors or other energy-consuming devices at a consumer's premises, and the provision of energy consumption measurement and billing services.

Electric Supply Charge

All charges related to the generation of electricity by the CRES Provider.

Governmental Aggregator

An incorporated village or city, township or county acting as an aggregator for the provision of a CRES under authority conferred under Section 4928.20 of the Ohio Revised Code.

Kilowatt (kW)

A kilowatt is 1,000 watts

Kilowatt-hour (kWh)

A kilowatt-hour is 1,000 watts of electricity used for one hour. For example, a 1,000-watt appliance operating for one hour or a 100-watt light bulb operating for ten hours will consume one kilowatt-hour of electricity. Consumers are charged for electricity in cents per kilowatt-hour.

Ohio Consumers' Counsel (OCC)

The Ohio Consumers' Counsel (OCC) was established by the Ohio Legislature in 1976 to represent the interests of Ohio's four million residential utility customers served by investor-owned utilities in proceedings before the PUCO, other regulatory agencies and in the courts. The OCC also educates consumers about utility issues and resolves complaints individuals have with investor-owned utility companies.

Participant

A consumer enrolled in the City of Reynoldsburg's Municipal Electric Aggregation Program.

Public Utilities Commission of Ohio (PUCO)

The state agency charged with assuring all consumers (residential commercial and industrial) served by investor-owned utilities have access to adequate, safe, and reliable utility services at fair prices. The PUCO regulates a wide variety of investor-owned utilities, including electric, natural gas, pipeline, heating/cooling, local telephone, long distance telephone, waterworks, wastewater, railroad, household goods carriers, water transportation, hazardous materials carriers, and commercial transportation carriers.

Standard Offer Generation Service

The electric generation service a consumer will receive from AEP (the default electric service provider) if the customer does not choose a CRES Provider.

City of Reynoldsburg

Exhibit B-3

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



Welcome to the City of Reynoldsburg Electric Aggregation Program

DO NOT DISCARD:
Important Notice
Regarding Your Electric Service

**This notification is in regards
to your Electric service at:**

Sample Address
Sample City, OH 0000



Sample Customer
Sample Address
Sample City, OH 0000

March 29, 2019

Dear Sample Customer,

In November 2001, City of Reynoldsburg voters authorized the creation of an electric aggregation program. Your community has again selected Constellation NewEnergy, Inc. ("Constellation") as the preferred supplier for the Electric Aggregation Program. The program offers a fixed rate of 5.06¢ per kWh for your May 2019 through May 2021 meter read cycles. The fixed price offered does not include taxes, AEP distribution or other AEP fees, charges or credits.

You're Automatically Enrolled

As an eligible City of Reynoldsburg residential or small business customer, you are automatically enrolled unless you decide to opt-out. To learn more about the program, please see the enclosed General Terms and Conditions and the Frequently Asked Questions.

How To Opt-Out

You don't need to do anything to get the new rate; however, if you decide not to take part in the program, please respond with one of the options below by April 19, 2019:

1. **Mail:** Return the form below in the pre-addressed stamped envelope
2. **Phone:** Call Constellation at 844-742-0324
3. **Web:** Visit www.constellation.com/oh-reynoldsburg

To learn more:



Visit us online at
constellation.com/oh-reynoldsburg



Call 844-742-0324
24 hours a day, 365 days a year

We look forward to providing this program.

Sincerely,

Kevin Klages
SVP Mass Markets
Constellation

City of Reynoldsburg

© 2017 Constellation Energy Resources, LLC. These materials are provided by Constellation NewEnergy, Inc., an ultimate subsidiary of Exelon Corporation. The prices of Constellation are not regulated by any state Public Utility Commission. You do not have to buy Constellation electricity, natural gas or any other products to receive the same quality regulated service from your local utility. Brand names and product names are trademarks or service marks of their respective holders. All rights reserved. Errors and omissions excepted. Ohio Certified Retail Electricity Supplier #: 00 003E(8).



Sample Customer
Sample Address
Sample City, OH 0000



Constellation
An Exelon Company

I do not want to participate in the City of Reynoldsburg Electric Aggregation Program.

Phone Number

☐ Cell ☐ Work ☐ Home

Opt-Out Code

Service Address:

Sample Address
Sample City, OH 0000

AEP Account Number

Signature

Date

Electricity Purchase and Sale Terms and Conditions – Opt-Out Aggregation

The City of Reynoldsburg, Ohio ("Municipality"), pursuant to the aggregation authority conferred upon it by electorate vote, which passed by a majority vote in November 2001 and ordinance establishing the program, selected Constellation NewEnergy, Inc. ("Seller") to supply the aggregation and to administer enrollments as described below. You, the account holder (also referred to as "Buyer") for the eligible account associated with the service address referenced on the letter accompanying these Electricity Purchase and Sale Terms and Conditions (the "Account"), and Seller agree to the following terms and conditions. Seller and Buyer (individually referred to as "Party" and collectively as "Parties") agree to the following Electricity Purchase and Sale Terms and Conditions ("Agreement"), as of April 3, 2019 (the "Effective Date").

1. Opt-Out Enrollment: Enrollment is automatic for those who are eligible, but participation is voluntary. **IF YOU DO NOT WISH TO PARTICIPATE, YOU MUST OPT-OUT BY (1) DETACHING AND RETURNING THE OPT OUT CARD ATTACHED TO THE ENROLLMENT NOTICE POSTMARKED NO LATER THAN April 19, 2019, (2) BY CALLING 844-742-0324 BY April 19, 2019 OR (3) BY OPTING-OUT ON SELLER'S WEBSITE AT www.constellation.com/oh-reynoldsburg.** If you choose to opt-out, you will be served by the standard service offer of AEP Ohio (the "Utility") or until you choose an alternative supplier of electric service.

2. Eligibility: To be eligible for opt-out aggregation, Buyer and the Accounts to be served (i) must be located within the Municipality's jurisdictional boundaries, (ii) must be served by the Utility, (iii) may not be under contract with another competitive supplier, (iv) may not be on the Public Utilities Commission of Ohio ("PUCO") "do not aggregate" list, (v) must be in good standing with the Utility (including payment history), and (vi) may not be under a Utility special arrangement or percentage of income payment plan (PIPP).

3. Term and Renewal: This Agreement shall become binding on the Effective Date, provided however, the obligation of Seller to sell and schedule electricity for delivery to Buyer and the obligation of Buyer to purchase, take and pay for electricity is contingent upon: (a) eligibility of Buyer and the Accounts, (b) successful enrollment by the Utility, and (c) passage of the Rescission Period without effective cancellation by Buyer. Successful enrollment by the Utility is dependent upon (i) the eligibility of the Accounts, as set forth above and as determined by the Utility, to take from a retail electric supplier and (ii) the accuracy and completeness of any information submitted by Buyer and the Municipality. Service will commence on meter read dates in **May 2019** and shall remain in effect through the **May 2021** meter read ("Initial Term"), unless terminated pursuant to the terms of this Agreement. In the event ineligibility is not ascertained until after service commences, Seller shall provide notice of the same to Buyer and return Buyer to the Utility. Buyer shall have the opportunity to opt-out of the Aggregation at least every three years without penalty.

4. Rescission Period: The Utility will send Buyer a letter confirming transfer of service upon processing of Buyer's enrollment and Buyer will have 7 days from the postmark date of that letter to cancel its enrollment, without penalty, ("Rescission Period") by calling the Utility on the toll-free number provided in the letter or by providing written notice to the Utility.

5. Price: For each billing cycle of the Initial Term, Buyer shall pay a Fixed Rate of \$0.0506 per kWh, multiplied by the billing cycle usage for the Accounts. The Parties acknowledge that the Municipality hired a third party intermediary ("Broker") for this transaction and a per kWh Broker fee has been included in the Fixed Rate. Buyer will also incur delivery and other additional service charges from the Utility. Switching fees may apply when service is established with Seller, but Buyer will not be charged separately by Seller for a switching fee.

6. Billing and Payment: Buyer will be invoiced by the Utility for both Seller's charges and the Utility's delivery charges. Such billing and payment (including fees associated with late payments) shall be subject to the applicable Utility rules regarding billing and payment procedures. Seller may cause the Utility to correct previous invoices in the event of invoicing errors. Seller's charges or credits not invoiced through the Utility shall be invoiced or credited, respectively, directly by Seller. Any such charges shall be due within 21 days following the invoice date and payments not received by the due date will be deemed past due and shall accrue interest on the unpaid balance from the due date until payment is received at a rate of 1.5% per month of the unpaid balance, provided that such percentage does not exceed the maximum amount allowable by law. Seller offers budget billing for generation charges (except in Duke territory) and Buyer should contact Seller at the phone number identified in Section 10 to elect budget billing. Seller does not offer budget billing for generation charges in Duke territory, but Buyer may contact the Utility for information on whether the Utility offers budget billing for Seller's charges.

7. Taxes: Any tax levied against Seller by any governmental entity, exclusive of Seller's income tax or taxes levied on Seller's real or personal property, that must be paid by Seller shall be passed through to and borne and reimbursed by Buyer. Buyer must provide Seller with any applicable exemption certificates. Buyer shall pay any such taxes unless Seller is required by law to collect and remit such taxes, in which case Buyer shall reimburse Seller for all amounts so paid.

8. Limitations: ALL ELECTRICITY SOLD HEREUNDER IS PROVIDED "AS IS", AND SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT, WHETHER IN AGREEMENT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES AND, FURTHER, IN NO CASE SHALL SELLER'S LIABILITY EXCEED THE AMOUNT OF BUYER'S SINGLE LARGEST MONTHLY INVOICE DURING THE PRECEDING 12 MONTHS.

9. Environmental Disclosure: Seller's environmental disclosure label, which will be updated from time to time, is available on Seller's website.

10. Termination; Remedies: Seller may terminate Buyer's service under this Agreement for non-payment with at least 14 days written notice. Failure to pay Utility invoices may result in Buyer being disconnected in accordance with the Utility tariff. Buyer may terminate at any time without an early termination fees, including if Buyer moves outside of Seller's service area or into an area where the Seller charges a different price. If Buyer switches back to the Utility, Buyer may not be served under the same rates, terms, and conditions that apply to other customers served by the Utility. The Choice program is under the ongoing jurisdiction of the PUCO. If Buyer returns to utility supply after the beginning of the aggregation program, Buyer will pay the utility's market price of power plus its costs for alternative energy resources, unless Buyer is exempt from those costs or Buyer moves and the utility considers Buyer to be a new customer.

11. Force Majeure: Except for Buyer's obligation to pay Seller timely, neither Party shall be liable to the other for failure to perform an obligation if the non-performing Party was prevented from performing due to an event beyond the reasonable control, that could not be remedied by the exercise of due diligence and that was not reasonably foreseeable, including without limitation, acts of God, a condition resulting in the curtailment of electricity supply or interruption or curtailment of transmission on the electric transmission and/or distribution system, interruption of Utility service, terrorist acts or wars, and force majeure events of the Utility or RTO/ISO.

12. Questions, Complaints and Concerns: Buyer may contact Seller 24 hours per day, 7 days per week at 844-742-0324. Seller's mailing address is 1716 Lawrence Drive, DePere, WI 54115, and its website is www.constellation.com. Seller will attempt to resolve all customer complaints in a timely manner and will respond to all complaints within 3 business days of receipt. If Buyer's complaint is not resolved after Buyer has called Seller and/or the Utility, or for general utility information, residential and business customers may contact the PUCO for assistance at 1-800-686-7826 (toll-free) from 8a.m. to 5p.m. weekdays, or at www.PUCO.ohio.gov. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-5622 (toll free) from 8 a.m. to 5 p.m. weekdays, or at www.pickocc.org.

13. Miscellaneous: Buyer hereby authorizes the Utility to release data to Seller regarding Buyer's historical or current billing and usage data. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio and any applicable Utility tariffs. Buyer appoints Seller as its agent for the purposes of effectuating delivery, including for receipt of billing and usage data from the Utility. Title, possession, control of the electricity, and risk of loss will pass from Seller to Buyer at the interconnect between the applicable ISO's transmission system and the Utility's distribution system. Subject to regulatory approvals and notice from Seller, Seller may assign this Agreement without Buyer's consent. Buyer may assign this Agreement only with Seller's prior written consent. This Agreement constitutes the entire agreement between the Parties, superseding all verbal and written understandings. The Parties acknowledge and agree that (a) this Agreement constitutes a "forward contract" and/or "forward agreement" within the meaning of title 11 of the United States Code (the "Bankruptcy Code"), (b) each Party is a "forward contract merchant" within the meaning of the Bankruptcy Code, (c) for purposes of this Agreement, each Party is not a "utility" within the meaning of Section 366 of the Bankruptcy Code, and (d) each Party agrees to waive and not to assert the applicability of Section 366 of the Bankruptcy Code in any bankruptcy proceeding wherein such Party is a debtor, and (e) each Party further agrees to waive the right to assert that the other Party is a provider of last resort. This Agreement shall only be amended in a writing signed by both Parties or pursuant to Section 4 hereof. By agreeing to the terms and conditions herein, Buyer warrants the he or she is authorized to enter into this Agreement on behalf of the Party and Accounts for which it was made. Buyer should contact the Utility in the event of an electricity emergency. Seller is prohibited from disclosing Buyer's social security number and/or account number(s) without Buyer's affirmative written consent, except for the purpose of (i) Seller's collections and credit reporting, (ii) participation in programs funded by the universal service fund, (iii) pursuant to section 4928.54 of the Ohio Revised Code, or (iv) assigning this Agreement to another certified retail electric provider. Buyer may request from Seller, twice within a 12-month period, up to 24 months of Buyer's payment history without charge.

14. Disputes: For questions about this Agreement you may call Constellation using the contact information provided in the Disclosure Statement. Constellation will refer all issues to a representative who in good faith will use reasonable efforts to reach a mutually satisfactory solution. If your complaint is not resolved after you have called Constellation, or for general utility information, as a residential or business customer you may contact the public utilities commission of Ohio ("PUCO") using the contact information provided in the Disclosure Statement. **BOTH YOU AND CONSTELLATION AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS CONTRACT.** Nothing in this Agreement shall impair your right to make an informal or a formal complaint to the PUCO.



Electric Aggregation Frequently Asked Questions

Q: What is aggregation?

A: Local governments utilize aggregation programs to bring the community together for improved group purchasing power. The community benefits by receiving competitively priced electricity from a competitive retail electric service provider certified by the Public Utilities Commission of Ohio.

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

A: Residents voted to allow the community to negotiate a contract with an electric supplier on their behalf.

Q: How do I enroll?

A: Eligible residential or small business customers will be automatically enrolled.

Q: Who is eligible for the aggregation program?

A: Most residential and small business customers residing within the community receiving electricity from the local utility are eligible (local utilities include: AEP Ohio, Duke Energy Ohio, First Energy, and DP&L).

Q: Who is NOT Eligible?

A: Residential and business customers who are **NOT** eligible for automatic enrollment in the program include:

- A customer that is not located within community boundaries
- A customer who appears on the PUCO's "do not aggregate" list
- A customer who is in contract with another electric provider
- A customer who has a special contract with the electric utility company
- Customers who are behind on their payments to the utility
- A mercantile customer that has not provided consent to join the program. "Mercantile customer" means a commercial or industrial customer if the electricity consumed is for nonresidential use and the customer consumes more than 700,000 kWh/ year or is part of a national account involving multiple facilities in one or more states.

Q: Does it cost to enroll?

A: No. Constellation does not charge any enrollment or switching fees.

Q: Are the rates fixed or variable?

A: The rates are fixed. Please see the Terms and Conditions for details.

Q: When will I see my new rate?

A: You can expect to see the new rate one to two billing cycles following your enrollment in the program. Please note: supply rates do not include taxes, delivery service charges or other utility fees.

Q: Who will bill me for electricity?

A: You will continue to receive one monthly bill from your local utility company.

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

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

Q: Who is responsible for delivery of power to my home or business?

A: Your local utility company will continue to deliver your electricity and will be responsible for maintaining the systems that deliver power to your home or business.

Q: Who do I call to report a power outage or problems with my electric service?

A: You will contact your local utility company to report a power outage or problems with your electric service.

Q: What if I have already selected another supplier?

A: If you have already selected another supplier, your account will not be enrolled with Constellation. You will remain with the supplier you selected. If you wish to join the aggregation program, check the terms of your agreement for restrictions and early termination fees from your current supplier before contacting Constellation.

Q: Is there an early termination fee for leaving the program outside of the 21 day opt-out period?

A: No. There is no early termination fee.

City of Reynoldsburg

Exhibit B-4

Experience (Electric Program)

Exhibit A-5
Experience

The City of Reynoldsburg has experience in negotiating, contracting and providing for common services for residents of the City. Some examples of experience as a service provider are:

- Electric Power purchase, generation and distribution
- Water and Sewer Service
- Police and Fire Service
- Parks and Recreation

The Mayor, City Council and City Staff routinely negotiate for services and supplies that benefit the residents of Reynoldsburg.

However, due to the complexity of municipal opt-out aggregation, the City has chosen to retain the services of a consultant to assist them in designing, implementing and maintaining their *electric* aggregation program.

Contractual Arrangements for Capability Standards

The City of Reynoldsburg states that a valid contract exists with:

AMPO, Inc., a Subsidiary of AMP
1111 Schrock Road, Suite 100
Columbus, Ohio 43229

for the purpose of providing consulting services on municipal opt-out gas aggregation.

Detailed summary of the services being provided:

- Assist with developing model ordinances to create opt-in or opt-out electric aggregation programs.
- Coordinate and work with municipal local officials and staff to develop a procurement strategy for reliable and competitive electric supplies and related services for the electric aggregation program.
- Assist with the preparation of a Plan of Operation and Governance for the electric aggregation program.
- Coordinate and assist with the preparation and filing of the required aggregation certification documents with the Public Utilities Commission of Ohio ("PUCO").
- Assist with performing the PUCO requirements for governmental aggregation programs.
- Provide consulting services and administer the process of negotiating with certified electric suppliers, developing and soliciting requests for quotations ("RFQ") or requests for proposals ("RFP").
- Evaluate and manage the ongoing negotiations and/or RFQ or RFP.
- Analyze the negotiations and/or RFQ or RFP's from certified retail electric suppliers and make recommendations to local officials and staff.
- Assist with developing and negotiating the contract with the certified retail electric supplier to serve the aggregation program.
- Assist the municipality in executing and administering agreements with the selected certified retail electric supplier.
- Coordinate the PUCO customer notifications and other requirements for enrolling residents in the

Exhibit A-5
Experience

municipal electric aggregation program.

- Work with and assist the municipality, the certified retail electric supplier, and the electric local distribution company to facilitate the enrollment of customers in the municipal electric aggregation program at the earliest date practicable.
- Work with the certified retail electric supplier to coordinate and communicate with the municipality regarding enrollments in the municipal electric aggregation program, cost savings to participants, and other related matters.
- Assist the municipality in developing effective consumer education materials to explain the aggregation program and make community presentations as needed.
- Assist with monitoring proceedings of applicable legislative and regulatory bodies and provide analysis and updates on changes that may impact the municipal electric aggregation program, its participants, or the municipality.
- Represent the interests of the municipality at meetings with the certified retail electric supplier and the local distribution company concerning the municipal electric aggregation program rates, terms and conditions of service, customer concerns, etc.
- Assist and work with the municipality to prepare and file annual reports required by the PUCO and Section 4905.10(A) and Section 4911.18(A), Ohio Revised Code.
- Coordinate with municipal legal counsels to facilitate legal reviews and/or opinions that may be needed in connection with the aggregation program. Please note that the performance of any legal work, including but not limited to the legal reviews and/or opinions, are beyond the scope of AMPO's services.
- As the initial term of the certified retail electric supplier contract agreement nears its end, repeat Phase 1 activities to secure ongoing competitive electric supplies and related services for the municipal electric aggregation program.

Documentation of Contracting Party's Experience in Energy Aggregation:

AMP, Inc.

Founded in 1971, Columbus based American Municipal Power (AMP) was organized as a nonprofit corporation for the purpose of owning and operating electric facilities or otherwise providing for the generation, transmission and/or distribution of electric power and energy to its member communities. Members include 80 of Ohio's 86 municipally owned electric systems, three in Kentucky, seven in Michigan, 29 in Pennsylvania, five in Virginia and two West Virginia public power communities, ranging in size from 116 customers to more than 80,000 customers. Collectively, AMP member communities serve approximately 364,000 customers.

AMP coordinates, negotiates and develops power supply options and interchange agreements on behalf of its members. AMP also owns and operates the Richard H. Gorsuch Generating Station, a 213-megawatt coal-fired facility located in Marietta, Ohio, that provides power to 48 participating communities, and has undertaken an ambitious program of siting distributed generation in member communities throughout Ohio. In addition, AMP serves as an independent project manager for Ohio members participating in joint ventures to share ownership of power generation and transmission facilities, including the OMEGA JV5 project, a 42 MW run-of-the-river hydroelectric power station completed on the Ohio River in 1999.

AMP also operates a sophisticated 24-hour energy control center that monitors electric loads and

Exhibit A-5
Experience

transmission availability, dispatches, buys and sells power and energy and controls AMP and member-owned generation. A competent in-house engineering, operations, safety, power supply, key accounts, economic development, rate and environmental staff is available at AMP's headquarters to assist member communities in addition to performing AMP duties and providing support to the joint ventures.

AMP's knowledgeable, experienced staff understands the unique challenges faced by local government staff and elected officials. AMP is governed by a 16-member Board of Trustees, all of who are local government representatives, and a number of AMP staff members—including its president—once worked for local governments.

AMPO, Inc.

Formed in 1998, AMPO, Inc. is a wholly owned, taxable subsidiary of AMP whose purpose is to provide direction and service to local governments and other energy consumers in evolving energy markets. This includes the development and implementation of local electric and electric aggregation programs, review and negotiation of energy contracts, and the evaluation and implementation of energy supply alternatives for local business, industry and government. AMPO, Inc. has been an approved supplier in the Columbia Gas of Ohio CHOICEsm and Dominion East Ohio Energy Choice programs and currently works with over 40 Ohio communities to offer electric and/or electric aggregation programs to residential and small commercial customers.

Competitive Retail Electric Service Affidavit

County of Franklin :

State of Ohio :

Mayor Joe Begany

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] mayor
Signature of Affiant & Title

Sworn and subscribed before me this 10th day of Sept., 2022
Month Year

[Signature]
Signature of official administering oath

Jessica Rosenthal
Print Name and Title

My commission expires on 9-21-2025



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

9/7/2022 9:00:45 AM

in

Case No(s). 10-2366-EL-GAG

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