



DIS Case Number: 13-0718-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: Village of Crestline      Country: United States  
Phone:      Extension (if applicable):      Street: 100 North Seltzer St.  
4196833800  
Website (if any): www.crestlineoh.com      City: Crestline      Province/State: OH  
Postal Code: 44827

### A-2. Contact person for regulatory matters

Corey Spackey  
100 North Seltzer Street  
Crestline, OH 44827  
US  
cspackey@crestlineoh.com  
4196833800

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

Corey Spackey  
100 North Seltzer Street  
Crestline, OH 44827  
US  
cspackey@crestlineoh.com  
4196833800

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

Phone: 419-683-3800      Extension (if applicable):      Country: United States  
Fax: 419-683-4205      Extension (if applicable):      Street: 100 N. Seltzer Street  
Email: cspackey@crestlineoh.com      City: Crestline      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

# **Village of Crestline**

## **Exhibit B-3**

### **Automatic Aggregation Disclosure – Opt-out Form (Electric Program)**

May 18, 2022

## Village of Crestline

### Community Electric Aggregation Notification

Dear Resident or Small Business,

Welcome to your community's electric aggregation program. In November 2003, members of your community voted in favor of government aggregation, a program authorizing your local officials to purchase electricity from an electric generation supplier certified by the Public Utilities Commission of Ohio. Your community has selected Energy Harbor to be your electric service provider.

#### How You Benefit

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

	Your Electric Utility	Fixed Price	Term End	Early Termination Fee
Residential	Ohio Edison	4.69 cents per kWh	April 2024	None
Small Business	Ohio Edison	4.69 cents per kWh	April 2024	None

#### Same Reliable Service

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.**

#### Opt Out Information

**You may choose to leave the program at any time, without penalty, and will NOT be charged a cancellation fee.** If you do not want to participate in the aggregation program, you must complete one of the following by the Opt Out Deadline:

- **MAIL:** Return the enclosed **Opt Out Reply Form**
- **PHONE:** Call Energy Harbor at 1-866-636-3749 to opt out over the phone
- **WEB:** Enter your 10-digit **Opt Out Code** online at [energyharbor.com/opt-out](http://energyharbor.com/opt-out)

<b>Opt Out Deadline</b>
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June 8, 2022
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#### Enrollment Information

Following the opt out deadline, future bills will reflect the Energy Harbor price listed above upon your next available meter read date, which may take up to 30-45 days. If you are not currently receiving electric generation from Energy Harbor, your electric utility will send you a letter confirming your participation. **To become a member of your community's electric aggregation program, you don't need to take any action when this letter arrives.**

Please refer to the enclosed Terms and Conditions and FAQs (reverse) for more information. Your community encourages members with questions regarding the electric aggregation program to contact Energy Harbor directly. If you have any questions or wish to opt out, please contact us toll-free at 1-866-636-3749, Monday - Friday, 8 am to 5 pm.

Sincerely,

Village of Crestline

## Community Electric Aggregation Program FAQs v.12.20

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

Under government 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 with an electric generation supplier on their behalf. Your community has selected Energy Harbor to provide you with exclusive pricing on your electric generation.

### **Who is Energy Harbor?**

Energy Harbor is a fully integrated retail energy provider and independent power producer capable of generating substantial carbon-free energy. Headquartered in Akron, Ohio, the company proudly serves nearly one million residential, commercial, and industrial customers in Ohio, Pennsylvania, New Jersey, Maryland, Illinois and Michigan. Your community is one of over 200 who have chosen Energy Harbor to provide electric aggregation programs.

### **What does it mean to have a fixed or variable price?**

This notification states if your price is fixed or variable. With a fixed price, the price you will receive each month does not change. With a variable price, Energy Harbor provides a set % off discount each month regardless of the utility price. Because the actual price per kWh charged by your utility may change each month, your price per kWh from Energy Harbor will also vary, but your % discount is guaranteed to remain the same.

### **How will I know if I can save money in the aggregation?**

You'll know you are saving money as long as your price with Energy Harbor is lower than the utility Price to Compare (PTC) communicated on your bill. To calculate your savings on a % off discount, locate the PTC on your electric bill. Divide your PTC by 100, then multiply it by the % discount (ex: 6% = 0.06) to determine your savings per kWh. Multiply this by your total monthly usage for an average monthly savings estimate.

### **Why am I receiving this letter if I'm in the aggregation?**

As a current member of your community's electric aggregation program, you are given the opportunity to opt out of the program at least every three years. Whether your current contract term with Energy Harbor, or another supplier, is coming to an end, this is your opportunity to either opt out or continue the benefits of the program.

### **What does it mean to opt out?**

Opt out means that you can decide to not participate in your community's electric aggregation program. If you chose to opt out via any of the methods indicated on the front of this notification, you will not be enrolled with Energy Harbor and will not receive further notifications until the end of the current term.

### **What happens if I do not opt out?**

Whichever method you chose, you must do so by the Opt Out Deadline, or you will be automatically included in your community's electric aggregation program.

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

Yes, you may leave the aggregation program at any time. *You will not be charged an early termination or cancellation fee* if you choose to leave the program at later date for any reason.

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

If you opt out or leave the program at a later date you will be returned to your utility's standard service offer and might not be served under the same rates, terms, or conditions that apply to other customers served by the electric utility. You may also 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 (7826).

### **As part of the aggregation, will Energy Harbor continue or allow me to begin to budget bill my supplier charges?**

For customers in Toledo Edison, The Illuminating Company, Ohio Edison and Duke Energy your utility includes supplier charges in the monthly budgeted amount. No action is necessary to continue that service. However, Energy Harbor will not automatically budget the generation portion of your electric bill in AEP Ohio and AES Ohio service areas. AEP Ohio and AES Ohio will continue to budget the delivery portion of your bill. If you are currently on, or enter into, a budget billing program with AEP Ohio or AES Ohio after enrolling with Energy Harbor and have at least 10 months of usage with Energy Harbor at your current service address, please call 1-866-636-3749, to determine if a budget billing offer through Energy Harbor is available in your community.

### **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.

### **Who is not eligible for an electric aggregation program?**

Customers on a special arrangement with the utility such as net-metering, Percentage of Income Payment Plan (PIPP), and mercantile customers who have not provided affirmative consent to join are not eligible for the program. Mercantile and customers with usage greater than 700,000 kWh must contact Energy Harbor to opt-in to the program.

### **How can I contact Energy Harbor for questions?**

If you have any other questions, please call 1-866-636-3749, Monday - Friday, 8 am to 5 pm or visit our FAQs located at: [www.energyharbor.com/communityaggregation](http://www.energyharbor.com/communityaggregation)

## VILLAGE OF CRESTLINE OPT OUT REPLY FORM

Option 1: Do Nothing to Join

OR

Option 2: Opt Out by: June 8, 2022

MAIL TO: Community Electric Aggregation Opt-Out c/o Energy Harbor, 168 E Market St, Akron, Ohio 44308

Account Holder Signature: \_\_\_\_\_

Mail

Return This Form

Phone

1-866-636-3749

Web

[energyharbor.com/optout](http://energyharbor.com/optout)

Government Aggregation – Electric Terms and Conditions	
Product	Fixed Price
Electric Distribution Utility ("EDU")	Ohio Edison Company
Price and Length of Agreement	4.69 ¢/kWh through your April 2024 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 and small commercial customer accounts not enrolled in the Percentage of Income Plan Program ("PIPP") may enroll in this offer from Energy Harbor. Net-metered customers are not eligible for this offer. 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 any cancellation/termination fee. 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 charges, if applicable. Your EDU may charge you switching fees. 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 are eligible to enroll in a budget billing program once per year, where available. 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. Budget billing exclusive offers are not available for all aggregation programs and you will not be automatically enrolled in an Energy Harbor budget billing exclusive offer unless explicitly stated in the opt-out notification materials you receive as part of the program. If you meet the eligibility requirements, contact Energy Harbor to determine if an exclusive budget billing offer exists for your community, otherwise, your EDU may be responsible for maintaining your budget billing service.

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

**Cancellation/Termination Provisions:** You may terminate this Agreement at any time without penalty. 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 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 participating in your community's aggregation program, 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 1-866-636-3749. 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 1-866-636-3749 (toll-free) from 8 a.m. to 5 p.m. EST weekdays, or in writing at Energy Harbor, 168 E Market St, Akron, OH 44308. Our web address is [www.energyharbor.com](http://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 8 a.m. to 5 p.m. EST 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/disclosure-statements](http://www.energyharbor.com/disclosure-statements). You agree that Energy Harbor will make the required annual and quarterly updates to the environmental 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.

# **Village of Crestline**

## **Exhibit B-2**

### **Operation and Governance Plan**

#### **(Electric Program)**

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ORDINANCE NO. 2617

AN ORDINANCE TO APPROVE THE PLAN OF  
OPERATION AND GOVERNANCE FOR THE CITY  
OF CRESTLINE'S ELECTRIC AGGREGATION  
PROGRAM AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Chapter 4928 of the Ohio Revised Code, to facilitate competitive retail Electric service to promote Electric savings, lower cost Electric supplies, and other benefits, certain governmental entities may aggregate certain Electric consumers within their jurisdiction; and

WHEREAS, on November 4, 2003, the electors of the City of Crestline approved of the City's plan to create an aggregation program for customers located within the boundaries of the City; and

WHEREAS, Revised Code 4929.26(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,

NOW, THEREFORE, Be It Ordained by the Council of the City of Crestline, two-thirds (2/3) of the members elected thereto concurring:

Section 1. That the Council hereby adopts the City of Crestline Plan of Operation and Governance, (attached hereto and incorporated herein by reference as Exhibit A) for the implementation and administration of the City's municipal Electric aggregation program in accordance with Revised Code 4929.26(C).


Section 2. That the Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in those formal actions were in compliance with the Law.

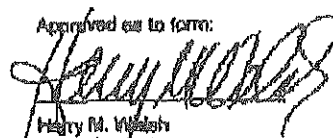
Section 3. That it is hereby determined that this ordinance is an emergency measure necessary for the preservation of the public peace, health, safety and welfare of the residents of this City for the further reason that the immediate effective date of this Ordinance is necessary because negotiations with electricity suppliers must begin without delay so that Crestline residents can receive the benefits of electric aggregation at the earliest possible time. This ordinance shall therefore go into immediate effect provided it receives a two-thirds (2/3) vote of all members elected to this council, otherwise it shall go into effect in thirty (30) days if passed by a majority vote of Council.

Passed: 6-28-2004

  
Jerry Flanagan  
President of Council

Attest:  
  
Annette Johnson  
Clerk/Treasurer

  
Paul Duggan  
Mayor

Approved as to form:  
  
Henry M. Walsh  
Acting Law Director

# FINAL PLAN OF OPERATION FOR CRESTLINE ELECTRIC AGGREGATION

## Overview

At the November 4, 2003 general election, local residents authorized the City of Crestline ("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 municipal 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.

### 1. Description of Services

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 Crestline 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 will receive a notice detailing the rates, terms and conditions that will apply to that consumer.

Each consumer will then 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 the Ohio Edison'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 an early termination fee.

## **FINAL PLAN OF OPERATION FOR CRESTLINE ELECTRIC AGGREGATION**

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 and retain the same Ohio Edison account number will 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 Ohio Edison rate classification is the same at both locations, and subject to any switching fees imposed by Ohio Edison.

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. Ohio Edison 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). Ohio Edison 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 Ohio Edison if their power goes out or if they have billing questions. The PUCO will continue to oversee Ohio Edison'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 Crestline City Council shall approve through resolution or 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 Crestline 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 Ohio Edison.

# **FINAL PLAN OF OPERATION FOR CRESTLINE ELECTRIC AGGREGATION**

## **Aggregation Program Management**

Oversight of the Aggregation Program will be the responsibility of the Safety Service Director who reports to the City Council. The Safety Service 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 Safety Service Director will work under the direction of the City Council 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 Safety Service 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, Ohio Edison, 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 services. 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 Ohio Edison
3. Have a service agreement under Ohio Edison's or its successor organization's Open Access Transmission Tariff
4. Successfully completed Electronic Data Interchange (EDI) computer system testing with Ohio Edison, and that CRES Provider's EDI computer system must be capable of effectively processing Aggregation Program EDI transactions in a timely manner

## **FINAL PLAN OF OPERATION FOR CRESTLINE ELECTRIC AGGREGATION**

5. Meet standards of creditworthiness established by the City, Ohio Edison 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 Crestline City Council will approve through resolution or 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 Ohio Edison 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 Crestline City Council.

### **Ohio Edison's Regulated Customer Classifications and Rates**

Ohio Edison 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 Ohio Edison'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**



## **FINAL PLAN OF OPERATION FOR CRESTLINE ELECTRIC AGGREGATION**

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 Crestline City Council, the CRES Provider will work with the City and Ohio Edison to identify all eligible consumers within the City's corporation limits.

All eligible consumers will be notified in writing of the rates, charges and other terms and conditions of 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 twenty-one (21) days from the postmark date of the opt out letter 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 Ohio Edison'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.

## FINAL PLAN OF OPERATION FOR CRESTLINE ELECTRIC AGGREGATION

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 Ohio Edison.

Consumers enrolled in the Aggregation Program by the CRES Provider will receive a letter from Ohio Edison 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. Ohio Edison 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 Ohio Edison'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, Ohio Edison 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 Ohio Edison'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.

## FINAL PLAN OF OPERATION FOR CRESTLINE ELECTRIC AGGREGATION

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 Ohio Edison.

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.

### 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 office of the Safety Service Director to obtain current enrollment information.

Participants who relocate within the City limits and retain the same Ohio Edison account number will 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 Ohio Edison rate classification is the same at both locations, and subject to any switching fees imposed by Ohio Edison.

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 Ohio Edison's consolidated billing service in which each consumer account receives one bill itemizing the CRES Provider's electric supply charges and Ohio Edison'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.

# FINAL PLAN OF OPERATION FOR CRESTLINE ELECTRIC AGGREGATION

## Questions and Concerns

The Aggregation Program only impacts the source of generation or power supply. Ohio Edison 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 Ohio Edison at 888-544-4877. Meter reading or other billing questions should also be directed to Ohio Edison at 800-633-4766. Questions regarding Aggregation Program enrollment, opting out, and operation should be directed to the City or, as applicable, the CRES Provider.

Question or Concern	Contact	Phone Number/e-mail
Power outage or interruption	Ohio Edison	888-544-4877
Turn power on or off	Ohio Edison	800-633-4766
Meter reading/billing	Ohio Edison	800-633-4766
To enroll in or opt out of the Aggregation Program	CRES Provider: First Energy Solutions Hours: M-F: 8:00 AM - 5:00 PM	866-636-3749
Aggregation Program Questions or concerns	Safety Service Director Hours:	419 683-3800
Unresolved disputes (residential customers)	Ohio Consumer's Counsel	877-742-5622 (toll free) www.pickocc.org
Unresolved disputes (all customers)	Public Utilities Commission of Ohio	(800)-686-7826 (voice) (800)-686-1570 (TDD) www.puco.ohio.gov

## Reliability and Indemnification of Consumers

Electric service reliability is 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 Ohio Edison's regulated transmission and distribution services, and through direct discussions with Ohio Edison 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 Ohio Edison's Standard Offer Generation Service. In no case will participants be without power as the

## **FINAL PLAN OF OPERATION FOR CRESTLINE ELECTRIC AGGREGATION**

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 Ohio Edison'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 Ohio Edison'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**

## **FINAL PLAN OF OPERATION FOR CRESTLINE ELECTRIC AGGREGATION**

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 Ohio Edison'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 Safety Service Director to oversee the operation and management of the City of Crestline'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 FUCO. 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 FUCO and registered with Ohio Edison who supplies or offers to supply a competitive retail electric service over Ohio Edison's electric transmission and/or distribution system. This term does not apply to Ohio Edison 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 Ohio Edison's electric transmission or distribution system within the City of Crestline's corporation limits.

#### ***Delivery Charge***

## FINAL PLAN OF OPERATION FOR CRESTLINE ELECTRIC AGGREGATION

Charge imposed by Ohio Edison 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 Ohio Edison's local poles, wires, transformers, substations, and other equipment. Ohio Edison'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 CREB Provider.

### *Governmental Aggregator*

An incorporated village or city, township or county acting as an aggregator for the provision of a CREB 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.

## FINAL PLAN OF OPERATION FOR CRESTLINE ELECTRIC AGGREGATION

### *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 Crestline'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 Ohio Edison (the default electric service provider) if the customer does not choose a CRES Provider.



## **Appendix A -- Education Process**

The Provider will develop an educational program in conjunction with the Village of Crestline. Its purpose will be to explain the aggregation program to Village 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 Village 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 Crestline to provide opportunities for educating eligible Village consumers about the Program and their rights under the law, PUCO rules and this Program. In addition, the Provider and Crestline 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:** \_\_\_\_\_

**Village:** \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_ **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 Village of Crestline, or if applicable, to the consumer, the Village, the Village of Crestline 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 Village of Crestline, Village of Crestline 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 Village, the Village of Crestline 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

Crestline 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 Village of Crestline 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 Service Offer.

# **Village of Crestline**

## **Exhibit B-1**

### **Authorizing Ordinance (Electric Program)**

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# RECORD OF ORDINANCES

135

Ordinance No. 2576

Passed

August 4

2005

## ORDINANCE NO. 2576

AN ORDINANCE TO FACILITATE COMPETITIVE RETAIL ELECTRIC SERVICE TO PROMOTE ELECTRICAL SAVINGS, LOWER COST ELECTRICITY SUPPLIES AND OTHER BENEFITS FOR CERTAIN ELECTRICITY CONSUMERS, AUTHORIZING ALL ACTIONS NECESSARY TO EFFECT AN ELECTRIC AGGREGATION PROGRAM PURSUANT TO SECTION 4928 OF THE OHIO REVISED CODE AND ARTICLE XIV SECTION 4 OF THE OHIO CONSTITUTION, DIRECTING THE CRAWFORD COUNTY BOARD OF ELECTIONS TO SUBMIT A BALLOT QUESTION TO THE ELECTORS, AND DECLARING AN EMERGENCY.

WHEREAS, Article XVII Section 4 of the Ohio Constitution grants the City of Crawford (the "City of Crawford") certain authority related to utility service; and

WHEREAS, pursuant to Chapter 4928 of the Ohio Revised Code, to facilitate competitive retail electric service to promote electricity savings, lower cost electric supplies, and other benefits, certain governmental entities may aggregate certain electricity consumers within their jurisdiction; and

WHEREAS, pursuant to Section 4928.20, Revised Code, the City of Crawford is authorized to act as an aggregator by establishing an electric opt-out governmental aggregation program for the provision of competitive retail electric service ("Electric Aggregation") for the benefit of certain electricity consumers within the City of Crawford so that the consumers may realize lower cost electricity supplies and other benefits from the aggregation and combined purchasing of electric supplies; and

WHEREAS, Electric Aggregation provides an opportunity for electricity consumers collectively to realize electric savings, lower cost electricity supplies, and other benefits that the consumers may not otherwise be able to realize individually; and

WHEREAS, in the public interest, the City of Crawford desires to submit to the electors of the City of Crawford the question of whether the City of Crawford should create an Electric Aggregation program to facilitate competitive retail electric service to promote electricity savings, lower cost electric supplies, and other benefits in

# RECORD OF ORDINANCES

Ordinance No. 2076

Passed August 4

2013

conformity with Section 4928.20, Revised Code, and

WHEREAS, this Ordinance constitutes an emergency measure providing for the immediate preservation of the public peace, property, health, or safety, in that authorization to coordinate aggregation activities with suppliers may become needed; and

WHEREAS, the City of Cresskill has adopted this Ordinance pursuant to the authority conferred by Article XVII Section 4 of the Ohio Constitution and Section 4928.20, Revised Code; and

NOW, THEREFORE be it Ordained by the Council of the City of Cresskill, Ohio, that the following (2N) of the ordinance be and it shall so remain:

Section 1: This Council finds and determines that to facilitate competitive retail electric service to promote electric savings, lower cost electricity supplies, and other benefits, it is in the best interest of the City of Cresskill and certain electricity consumers within the jurisdiction of the City of Cresskill to establish an Electric Aggregation program in the City of Cresskill pursuant to Section 4928.20, Revised Code. Provided that this Ordinance and the Electric Aggregation program is approved by the electors of the City of Cresskill in accordance with this Ordinance, the City of Cresskill is hereby authorized to take all actions necessary to effect an Electric Aggregation program pursuant to Section 4928.20, Revised Code. The City of Cresskill may exercise this authority jointly with other entities to the full extent permitted by law. Further, for such purposes, the Mayor of the City of Cresskill is hereby authorized to execute and deliver an agreement with AMPO, Inc. to assist the City of Cresskill as its consultant and agent to effect the Electric Aggregation program. Actions necessary to effect the Electric Aggregation program include determining and entering into service agreement(s) with supplier(s) to facilitate the sale and purchase of all electricity, competitive retail electric services, and retail electric generation to serve the enrolled customers. The City of Cresskill shall be authorized by the electors to be the only entity authorized to act for and on behalf of the enrolled electric customers to determine and select the provider(s) to supply the Electric Aggregation program and the enrolled customers.

Section 2: The Electric Aggregation program shall not apply to programs that are not eligible pursuant to Rules and/or Orders of the Public Utilities Commission of Ohio

# RECORD OF ORDINANCES

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Ordinance No. 2576

Passed August 4, 2003

("Consolidation") or not eligible pursuant to the adopted plan of operations and governance ("Plan") for the Electric Aggregation program.

Section 3: The Board of Election of Crawford County is hereby directed to submit the following question to the electors of the City of Crestline at the General election on November 4, 2003:

To facilitate competitive retail electric service to promote electric savings, lower cost electricity supplies, and other benefits, shall the City of Crestline have the authority to aggregate retail electric loads located in the City and enter into service agreements for the sale and purchase of electricity and other services, such aggregation to occur automatically unless any person affirmatively elects not to be enrolled by a retail provider?

FOR, the City of Crestline to facilitate competitive retail electric service to promote electricity savings and other benefits by acting as an aggregator.

NOT FOR, the City of Crestline to facilitate competitive retail electric service to promote electricity savings and other benefits by acting as an aggregator.

The Clerk of this Council is instructed to file a certified copy of this Ordinance and the proposed form of the ballot question with the Crawford County Board of Election not later than August 10, 2003, which is seventy-five (75) days prior to November 4, 2003.

The Electric Aggregation program shall not take effect unless approved by a majority of the electors voting upon the proposed ballot question at the election held in accordance with this Ordinance and Sections 4923.22, Revised Code. Upon approval, the Electric Aggregation shall take effect at the earliest practicable point in time and continue thereafter in accordance with Section 4923.22, Revised Code, and other requirements of Chapter 4923, Revised Code.

Section 4: Upon approval by a majority of the electors voting at the election provided for in this Ordinance, the City of Crestline shall develop and adopt a Plan of operations and governance for the Electric Aggregation program. Before adopting such Plan, at least two public hearings on the Plan shall be held. Before the first hearing, notice of the first hearing shall be published once a week for two consecutive weeks in a newspaper of general circulation in the City of Crestline. The notice shall summarize the Plan and state the date, time, and location of each hearing.

Ordinance No. 2074Passed August 11113

Consumers enrolled in the Electric Aggregation program shall be supplied their electrical requirements and other services in accordance with supply agreement(s) determined and arranged by the City of Cranston, on opportunities between available to provide service to consumers. The City of Cranston shall be authorized by the electric to be the only entity authorized to act for and on behalf of the consumers that have enrolled in the Electric Aggregation program to determine and select the supplier(s) to provide the electricity and all other services for the Electric Aggregation program.

Section 5: The adopted Plan shall not aggregate any retail electrical load within the City of Cranston, unless the person whose electrical load is to be so aggregated is notified in advance that the person will be enrolled automatically in the Electric Aggregation program and shall remain so enrolled, unless the person affirmatively elects not to be so enrolled by stated procedure. The distributor shall state the terms, charges, and other terms and conditions of the enrollment. Once enrolled the consumer may only opt-out of the Electric Aggregation program every two years without paying a switching fee. Any retail person that opt-out of the Electric Aggregation program shall default to the standard utility service of the person's electric distribution utility, until the person chooses an alternative supplier.

Section 6: That the Cranston County Board of Elections shall issue an appropriate notice to be duly given of the election to be held on November 4, 2001 on the foregoing proposal and otherwise to provide for such election in the manner provided by the laws of the State of Ohio.

Section 7: 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 any of its committees that resulted in these formal actions were in compliance with the Law.

Section 8: That this Ordinance is hereby declared to be an emergency measure, and it shall take effect and be in force immediately and continuing thereafter upon its passage and approval by the Mayor. The reason for the emergency is so that the proposed ballot language can be timely submitted to the Cranston County Board of Elections.



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Page 23



Ken Feltz Pro Tem  
President of Council

  
Paul Dragon  
Mayor

ਅੰਤਰਰਾਸ਼ਟਰੀ ਸ਼ਾਂਤੀ ਦਿਵਸ

David Wm. Koller  
Law Offices

# **Village of Crestline**

## **Exhibit B-4**

### **Experience and Plan (Electric Program)**

The Village of Crestline has experience in negotiating, contracting and providing for common services for residents of the Village. 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, Village Council and Village staff routinely negotiate for services and supplies that benefit the residents of Crestline.

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

### **Contractual Arrangements for Capability Standards**

The Village of Crestline 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 electric 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 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

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 I 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

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 CHOICE<sup>sm</sup> and Dominion East Ohio Energy Choice programs and currently works with over 40 Ohio communities to offer natural gas and/or electric aggregation programs to residential and small commercial customers.

## Competitive Retail Electric Service Affidavit

County of Crawford :

State of Ohio :

COREY M. SPARKER, 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 held.

13. Affiant further sayeth naught.

*Cory M. Zambry*, Village Administrator  
Signature of Affiant & Title



SHERRY L WINCH  
NOTARY PUBLIC  
STATE OF OHIO  
Comm. Expires  
03-28-2024

Sworn and subscribed before me this 10 day of March, 2023  
Month Year

*Sherry Winch*  
Signature of official administering oath

Sherry Winch Fiscal Officer  
Print Name and Title

My commission expires on 3/28/2024

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

**3/10/2023 2:25:44 PM**

**in**

**Case No(s). 13-0718-EL-GAG**

Summary: In the Matter of the Application of Village of Crestline