

Village of Lowellville, Ohio

Request for

Electric Aggregation

13-0272-EL-GAG

Prepared by Optics Consulting, LLC

~~January 10, 2024~~

January 18, 2024

Village of Lowellville Ohio
Authorizing Resolution/Ordinance
Supporting Documentation



Instructions for Competitive Retail Electric Service (CRES) Providers

- I. **Where to file:** Applications can be completed and submitted via the PUCO Community. Paper applications, an original plus two copies, can be mailed to: Public Utilities Commission of Ohio, Docketing Division, 180 East Broad Street, Columbus Ohio 43215-3793.
- II. **Case Number:** An application for governmental aggregation services must be filed with a "GAG" purpose code.
- III. **Renewal applications:** A certificate is valid for two years from the date of issuance. An application for renewal should be filed in the Applicant's existing case number 30-90 days prior to the expiration date printed on the certificate.
- IV. **Confidentiality:** An applicant may file financial statement, forecasted financial statements, financial arrangements, credit ratings, and credit reports under seal. Confidentiality for other items must be requested in a motion filed in the docket. Motions for protective orders must be filed in accordance with Ohio Administrative Code [4901:1-24](#) and [4901:1-24](#).
- V. **Commission approval process:** The Commission approval process begins when the Commission's Docketing Division receives and time/date stamps the application. An incomplete application may be suspended or rejected. An application that has been suspended an incomplete may cause delay in certification. The Commission may approve, suspend, or deny an application within 30 days. If no action is taken, the application is deemed automatically approved on the 31st day after the official filing date. Upon approval, the Commission will issue a numbered certificate that specifies the service(s) for which the applicant is certified and the dates for which the certificate is valid.
- VI. **Material change:** Providers are required to notify the Commission of any changes to the information provided in its most recent application within thirty days of the change.
- VII. **Governing law:** The certification and renewal of competitive providers is governed by Chapters [4901:1-21](#), [4901:1-24](#), [4901:1-27](#), [4901:1-28](#), and [4901:1-29](#) of the Ohio Administrative Code, and Sections [4928.08](#) and [4929.20](#) of the Ohio Revised Code.
- VIII. **Questions:** Questions regarding the application should be directed to CRES@puco.ohio.gov or CRNGS@puco.ohio.gov.

This page is for informational purposes and should not be filed with the application.



Public Utilities Commission

Competitive Retail Electric Service (CRES)
Governmental Aggregator Application

Case Number: ~~24~~ - ~~0027~~ -EL-GAG

13-0272-EL-GAG

Please complete all information. Identify all attachments with a label and title (example: Exhibit B-2 Operation and governance plan). For paper filing, you can mail the original and three complete copies to the Public Utilities Commission of Ohio, Docketing Division, 180 East Broad Street, Columbus, Ohio 43215-3793.

A. Application Information

A-1. Applicant's legal name and contact information.

Provide the name and contact information of the business entity.

Legal Name: Village of Lowellville
Street Address: 140 E. Liberty Street
City: Lowellville State: Ohio Zip: 44436
Telephone: 330-536-6415 Website: villageoflowellville.com

A-2. Contact person for regulatory matters.

Name: David M. Ferro
Street Address: 545 Metro Place South, Suite 100
City: Dublin State: Ohio Zip: 43017
Telephone: 908-892-6958 Email: dave@opticsems.com

A-3. Contact person for PUCO Staff use in investigating consumer complaints.

Name: David M. Ferro
Street Address: 545 Metro Place South, Suite 100
City: Dublin State: Ohio Zip: 43017
Telephone: 908-892-6958 Email: dave@opticsems.com

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

Street Address: David M. Ferro
City: Dublin State: Ohio Zip: 43017
Toll-free
Telephone: 908-892-6958 Email: dave@opticsems.com

B. Managerial Capability

Provide a response or attachment for each of the sections below.

B-1. Authorizing Ordinance.

Provide a copy of the adopted ordinance or resolution authorizing the formation of a governmental aggregation program pursuant to Sections [4928.20\(A\)](#), [4929.26](#), and/or [4929.27](#) of the Ohio Revised Code.

B-2. Operation and governance plan.

Provide a copy of the applicant's plan for operation and governance of its aggregation program adopted pursuant to Section [4928.20\(C\)](#), [4929.26\(C\)](#), and/or [4929.27\(B\)](#) of the Ohio Revised Code and in accordance with [4901:1-21-16](#) and/or [4901:1-28-03](#) of the Ohio Administrative Code.

B-3. Opt-out disclosure notice.

Provide a draft copy of the opt-out notice that provides or offers automatic aggregation services in accordance with Sections [4928.20\(D\)](#) or [4929.26\(D\)](#) of the Ohio Revised Code and in accordance with [4901:1-21-17](#) and/or [4901:1-28-04](#) of the Ohio Administrative Code. The applicant must file the finalized opt-out notice in the certification case docket no more than 30 days and not less than ten days prior to public dissemination.

B-4. Experience and plans.

Describe in detail the applicant's experience and plan for providing aggregation services, including contracting with consultants, broker/aggregators, retail natural gas suppliers and/or retail generation providers, providing billing statements, responding to customer inquiries and complaints, and complying with all applicable provisions of Commission rules adopted pursuant to Section [4929.22](#) and/or [4928.20](#) of the Ohio Revised Code.

As authorized representative for the above company/organization, I certify that all the information contained in this application is true, accurate and complete. I also understand that failure to report completely and accurately may result in penalties or other legal actions.

David M. Ferro
Signature

January 10, 2024
Date

Owner/CEO
Title

Competitive Retail Electric Service Affidavit

County of Mahoning :

State of Ohio :

Joann Esenwein, 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.

Joann Geronzi, Village Administrator
Signature of Affiant & Title

Sworn and subscribed before me this 10th day of January, 2024
Month Year

[Signature]
Signature of official administering oath

Kristen Pallozzi
Print Name and Title

My commission expires on 5/4/2026



Resolution No.4089

A RESOLUTION AUTHORIZING ALL ACTIONS NECESSARY TO EFFECT A GOVERNMENTAL ELECTRIC AGGREGATION PROGRAM WITH OPT-OUT PROVISIONS PURSUANT TO SECTION 4928.20 OHIO REVISED CODE AND DIRECTING THE VILLAGE OF LOWELLVILLE COUNCIL TO SUBMIT QUESTION TO THE ELECTORS.

WHEREAS, the Ohio Legislative authorities of municipal corporations, townships, and unincorporated areas of The Village of Lowellville, to aggregate the retail electricity loads located within the respective jurisdictions and to enter into service agreements to facilitate the purchase and sale of the service for the retail electricity loads; and

WHEREAS, such legislative authorities may exercise said authority jointly with any other legislature authorities; and

WHEREAS, government aggregation provides an opportunity for residential and small business consumers to participate collectively in the potential benefits of electricity service deregulation through lower electricity rates and maintain control of energy cost for the future. The contractual structures and tools used to manage the portfolio would not otherwise be available to customers individually; and

WHEREAS, the Members of Council for The Village of Lowellville including the Mayor, seek to establish a governmental aggregation program with opt-out provisions pursuant to Section 4928.20, Ohio Revised Code, for the residents, businesses and other electricity consumers in the Village, and may be in conjunction with any other legislative authorities in the State of Ohio, as permitted by law ("Aggregation Program").

NOW, THEREFORE, BE IT RESOLVED by the member of Council for the Village of Lowellville, Ohio that:

Section 1. The Council determined that it is in the best interest of Village of Lowellville, its residents, businesses, and other retail electricity consumers located within the unincorporated areas of the Council to establish an Aggregation Program in the unincorporated areas of the Village. Provided that the Aggregation Program is approved by the Council of the Village pursuant to Section 2 of this resolution, the Council is hereby authorized to automatically aggregate, in accordance with Section 4928.20, Ohio Revised Code, the retail electricity loads located within the unincorporated areas of the Village of Lowellville, Ohio, and, for that purpose, to enter into service agreements to facilitate the purchase and sale of electricity services. The Council may exercise such authority jointly with any other political subdivision of the State of Ohio to the full extent permitted by law, which will include use of an energy consultant/broker/aggregator. The Village will pay the energy consultant/broker/aggregator directly; therefore, no fees are permitted to be hidden within the energy contracts. The consultant/broker/aggregator may be required to be certified by the Public Utilities Commission of Ohio.

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 Council for the Village of Lowellville has voted for the following question November 7, 2023.:

Shall the Council agree to aggregate the retail electricity loads located within the incorporated areas of the village, and for that purpose, enter into services agreements to facilitate for those loads for sale and purchase of electricity, such aggregation to occur automatically except where any person elects to opt-out, in accordance with Section 4928.20 of the Ohio Revised Code and Resolution No. 4089 adopted by the Council?

Section 3 Upon approval from the Council of the Village of Lowellville, this Council, individually or jointly with any other political subdivision, may develop a plan of and governance for the Aggregation Program. Before adopting such plan, this Council shall hold a public hearing on the plan. Before the hearing, notice of hearing shall be published once a week for two consecutive weeks in a newspaper of general circulation in the incorporated areas of the village. The notice shall summarize the plan and state the date, time and place of the hearing. No plan adopted by this Council shall aggregate the electric load of any electric load center within the unincorporated areas of the village 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 requests by a the stated procedure not be so enrolled. The disclosure shall be clear and state the term, rates and other terms and conditions of the enrollment. The Aggregation Program shall provide the opportunity for any person to opt-out of the program at a minimum every three years, without paying penalties or switching fees. A person opting out of the program, shall default to the standard service offer provided under Section 4928.141 of the Ohio Revised Code, until the person chooses an alternative supplier.

Certificate of Result of Election on Question or Issue

R.C. 3501.11

State of Ohio

County of Mahoning }

The Board of Elections of Mahoning County hereby certifies that at the election held in the ¹ Village of Lowellville
(Name of Subdivision)

on the 7th day of November, 2023, the vote cast on the following issue was as follows:
(Day) (Month) (Year)

Electric Aggregation

(Tax levy, bond issue, miscellaneous question, etc.- describe fully)

Votes <u>Yes</u> <small>(For, yes, etc.-as on ballot)</small>	<u>328</u> <small>(Number)</small>
Votes <u>No</u> <small>(No, against, etc.-as on ballot)</small>	<u>70</u> <small>(Number)</small>
Total vote cast on issue:	<u>398</u> <small>(Number)</small>

IN WITNESS WHEREOF, we have hereunto subscribed our names officially at

Youngstown, Ohio, this 16 day of November, 2023.
(City or Village) (Day) (Month) (Year)

David J. Bates
(Chair)

Chairman

Sandra Largent

Robert Aurandt

Board of Elections

John Kale Rosta

Mahoning

County, Ohio.

Attest:

Therese J. McCabe

Director

Director

¹ Appropriate subdivision. A copy must be sent to the Ohio Department of Taxation, Tax Equalization Division (tax levy or bond issue); Ohio Department of Taxation, Tax Analysis and Local Government Division (income tax); county auditor (levy or bond issue); and Secretary of State. To be submitted only by the most populous county board of election if multi-county issue.

Village of Lowellville Ohio
Operations and Governance Plan

On November 7, 2023, the majority of the Village of Lowellville, Ohio ("Village") voted to create a form of government electric aggregation known as "opt-out" aggregation and to create an 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 Village's 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. Additionally, Participants who leave the Aggregation Program and wish to return, consumers who affirmatively choose to participate in the Aggregation Program, and consumers who move into the Village after the initial opt-out period may be afforded the opportunity to enroll in the Aggregation Program on an opt-in basis.

The purpose of the Aggregation Program is to represent local consumer interests in competitive electricity markets by combining multiple electric loads within the Village's limits and negotiating affordable, reliable electric supplies and other related services on behalf of the Village's residents and small commercial consumers. The Village may pursue this purpose individually or in cooperation with other legislative authorities.

Many small commercial and residential electric consumers lack the knowledge, expertise, and bargaining power to effectively negotiate power supply rates and services. A governmental aggregation program provides these consumers with an option for expert 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 achieve the benefits of retail electric competition.

The Aggregation Program is designed to combine multiple electric loads in order to obtain the best electric generation rate available for those who participate in the Aggregation Program, and/or to gain other favorable economic and non-economic terms in supply agreements. The Village will not buy and resell power but will function as the agent for the Aggregation Program, representing the collective interests of the consumers in the Village to establish the terms and conditions for service. Through a negotiation process, the Village and its Consultant will develop a contract with a Competitive Retail Electric Services Provider (CRES Provider) or Providers for firm, all-requirements electric service. The contract will run for a fixed term (e.g., one to five years).

The Aggregation Program covers the power supply or generation portion of a Participant's electric bill. Ohio Edison will continue to deliver electricity to Aggregation Program Participants' homes and businesses through the electric transmission and distribution system as an electric distribution utility function regulated by the Public Utilities Commission of Ohio (PUCO). Ohio Edison will also continue to install, operate, and maintain their systems of poles, wires, transformers, and other electric distribution components. Aggregation Program

Participants should continue to call Ohio Edison if their power goes out or if they have billing questions. The PUCO will continue to oversee Ohio Edison electric safety and reliability service standards.

Business Procedure

Under an opt-out aggregation program, each eligible consumer within the Village's boundaries initially will be automatically included in the Aggregation Program on a non-discriminatory basis. However, prior to actual enrollment, each consumer for whom electric rates, terms, and conditions have been negotiated will receive a notice from the Village detailing the Aggregation Program's rates, terms, and conditions.

Each consumer will then have a 21-day period to opt out of or decline to participate in the Aggregation Program without additional fees charged. 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. If the term of the Aggregation Program is longer than three years, a similar opt-out period will be offered every three years during which time consumers can leave the Aggregation Program without paying an early termination fee or penalty.

All participants whether historically opted out or are new to the area will have the opportunity to opt-in the program at future dates. However, the Village cannot guarantee rates, terms, and conditions to consumers enrolling in the Aggregation Program after the initial 21-day opt-out period. In the event that a consumer is not initially included in the Aggregation Program and the consumer chooses to participate in the Aggregation Program after it has begun, that consumer may participate in the Aggregation Program by executing a contract to enroll in the established Aggregation Program with the selected CRES Provider delineating the rates, terms, and conditions prior to being placed into the Aggregation Program.

Participants who relocate within the Village's limits and retain the same electric account number will be allowed to continue in the Aggregation Program at their new location under the same terms and conditions as their former location, provided the utility rate classification is the same at both locations, and subject to any switching fees imposed by the electric distribution utility.

The Village, through its consultant, will negotiate a 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 Village's Consultant on behalf of local consumers.

The Village developed this Plan of Operation and Governance in compliance with Ohio law regarding governmental aggregation programs and opt-out aggregation of electric consumers.

After adoption of this Plan of Operation and Governance by resolution or ordinance pursuant to Section 4928.20 of the Ohio Revised Code, the Village will file such Plan with PUCO and will likewise maintain its certification as a governmental aggregator with the PUCO and its registration as a governmental aggregator with Ohio Edison.

Operations and Governance

Definitions

1. **Aggregation:** Combining the electric loads of multiple customers for the purpose of supplying or arranging for the supply of competitive retail electric service to those customers.
2. **Aggregation Program Manager or Consultant:** The individual or company retained by the Village to oversee the operation and management of the Village's Aggregation Program.
3. **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.
4. **Competitive Retail Electric Service Provider (CRES Provider):** A person or entity certified by the PUCO and registered with an electric distribution utility which supplies or offers to supply a competitive retail electric service over an electric distribution utility's transmission and/or distribution system. This term does not apply to an electric distribution utility in its provision of standard offer generation service.
5. **Consumer:** Any person or entity that is an end user of electricity and is connected to any part of the applicable electric distribution utility's transmission and/or distribution system within the Village's boundaries.
6. **Delivery Charge:** These charges are found on your utility invoice and are imposed by the electric distribution utility for delivering electricity to a consumer's home or business. The charge includes meter reading, billing, maintaining electric system reliability and responding during emergencies and outages (also called a distribution charge).
7. **Distribution:** The delivery of electricity to a consumer's home or business over an electric distribution utility's local poles, wires, transformers, substations, and other equipment. The PUCO regulates electric distribution.
8. **Electric-Related Service:** A service that is related to the consumption of

electricity at a consumer's home or business.

9. **Electric Supply Charge:** All charges related to the supply of generation of electricity by the CRES Provider.
10. **Governmental Aggregator:** An incorporated village or city, Village, or county acting as an aggregator for the provision of a CRES under authority conferred by Section 4928.20 of the Ohio Revised Code.
11. **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 will consume one kilowatt-hour of electricity. Consumers are charged for electricity in cents per kilowatt-hour.
12. **Ohio Consumers' Counsel (OCC):** The Office of the Ohio Consumers' Counsel (OCC) was established by the Ohio Legislature in 1976 to represent the interests of Ohio's residential utility customers served by investor-owned utilities in proceedings before the PUCO, other regulatory agencies, and in the courts.
13. **Participant:** An eligible consumer enrolled in the Village's Aggregation Program.
14. **Public Utilities Commission of Ohio (PUCO):** The state agency charged with assuring that all residential and business consumers have access to adequate, safe, and reliable utility services at fair prices, while facilitating an environment that provides competitive choices.
15. **Standard Offer Generation Service:** The electric generation service a consumer will receive from its default electric service provider if the customer does not choose a CRES Provider.

Aggregation Program Management

Due to the complexity of the electric utility industry, the Village has entered into an Energy Consulting Agreement with the Consultant to provide the necessary experience to represent the Village's interests in legislative and regulatory matters and to serve as the Aggregation Program Manager. Such

services may include, but are not limited to, overall management of the

Aggregation Program, facilitating consumer enrollment and the opt-out process, assisting with consumer education, addressing consumer questions and concerns, providing reports on program operation, negotiating CRES Provider contracts, providing analysis and review of the Village's energy service usage and costs, and providing consulting services to aggregate and procure energy and/or energy-related services, products, and accounts, and representing the Village in dealings with CRES Providers, the Ohio Legislature, the PUCO, and the OCC.

The CRES Provider's rates will include an administrative fee, however, fully disclosed to the Village, which shall be collected to fund the implementation and administration of the Village's Aggregation Program, including consulting fees. The administrative fee may be adjusted annually to cover the Village's cost of administering the program, including consulting fees, however, Village must approve adjustments.

Oversight of the Aggregation Program will be the responsibility of the Village's Consultant, in consultation with the Village. The Consultant, in consultation with the Village, will have the authority to develop specifications for the Aggregation Program. The CRES Provider will work under the direction of the Consultant with the advice and counsel of the Village.

Selection of a CRES Provider and Contract

The Village will not buy and resell power to Aggregation Program Participants. The Village, through its consultant, will negotiate with potential CRES providers to provide affordable, reliable electric supply, and other electric-related services on behalf of local consumers. The Village will consider cooperating with other governmental aggregators if it appears beneficial to do so.

Through a negotiation process driven by its consultant, the Village will develop a contract with a CRES Provider or Providers for firm, all-requirements service. Each Aggregation Program Participant shall be individually bound by the terms and conditions found in the opt-out notice and the contract and shall be solely responsible for payment and performance. The Village will contract only with a CRES Provider that possesses, at a minimum, the following criteria:

1. Is certified as a CRES Provider by the PUCO.
2. Is registered with Ohio Edison.
3. Has a service agreement under Ohio Edison's Open Access Transmission Tariff.
4. Has successfully completed Electronic Data Interchange (EDI) computer system testing with Ohio Edison, and the CRES Provider's EDI computer system is capable of effectively processing Aggregation Program EDI transactions in a timely manner.
5. Will maintain a database of Aggregation Program Participants, which will include all necessary information for the CRES Provider, Village,

- and Consultant to serve and manage the Aggregation Program.
6. Meets standards of creditworthiness established by the PUCO and/or the electric distribution utility.
 7. Has or has arranged for a customer call center capable of effectively managing Participants' questions, concerns and disputes in a timely manner using a toll-free telephone number.
 8. Holds the Village harmless from any financial obligations arising from offering electricity and/or energy-related services to Aggregation Program Participants; and
 9. Will assist the Village and its Consultant with the filing of reports required by Ohio law and the PUCO.

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

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

Electric Supply Charges

The Village, through its consultant, will aggregate electric loads within the Village's applicable boundaries (including Village facilities) and negotiate mutually agreeable pricing, terms, and conditions of service with the CRES Provider for affordable, reliable electric supplies and other related services on behalf of Participants. The Village may pursue this purpose individually or in cooperation with other legislative authorities. CRES Providers will supply information on electric supply charges by utility customer rate classification or other appropriate pricing category as approved by the Village. All electric supply charges will be fully and prominently disclosed in consumer enrollment materials, the opt-out notice, and will be subject to approval by the Village.

Ohio Edison's Regulated Customer Classifications and Rates

The applicable electric distribution utility assigns customer rate classifications, character of service, and associated regulated rates subject to PUCO-approved tariffs. In addition to the CRES Provider's generation supply charges, consumers will continue to be billed for OHIO EDISON's service and delivery charges. Although the Village 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 Village to offer its Aggregation Program to eligible

residential and non-mercantile commercial customers in any and all customer classifications, and in all rate categories, for which the CRES Provider can offer discounted energy costs for those who participate in the Aggregation Program and/or other favorable economic and non-economic terms in supply agreements compared to the electric distribution utility's avoidable costs or price to compare or Standard Offer Generation Service.

Developing the Pool of Eligible Accounts

The Village or its Consultant shall request the electric distribution utility to provide current customer information for all customers within the Village's boundaries. The provided information shall include the following:

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

From this information, the Village, its consultant, and the CRES Provider will develop the pool of customers eligible to participate in the Aggregation Program, for which the CRES Provider can offer discounted energy costs for those who participate in the Aggregation Program and/or other favorable economic and non-economic terms in supply agreements.

Initial Consumer Notification and Enrollment

After contract approval by the Village and its Consultant, the CRES Provider will work with the Village, its consultant, and the electric distribution utility to identify all eligible consumers within the Village's boundaries.

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 Aggregation Program. Consumers will be given 21 days.

from the postmark date of the opt-out letter in which to notify the Village that they

wish to opt out of or decline participation in the Aggregation Program without penalty or fees. Consumers opting out of the program will remain on the applicable distribution utility's Standard Offer Generation Service until such time as they select an approved CRES Provider.

Consumers may opt out of the Aggregation Program by returning a post card, by calling a toll-free number, or by any other means or form provided in the opt-out letter.

After the initial 21-day opt out period has elapsed, all eligible consumers who have not notified the Village of their desire to opt out of the Aggregation Program will be enrolled automatically by the CRES Provider at the earliest date practicable. No other affirmative steps will be required of consumers in order to be included in the Aggregation Program as Participants.

Consumers ineligible to participate in the Aggregation Program include those customer accounts that are located outside the Village's boundaries, customers who are already in contract with a CRES provider, customers in a "special rate" contract with an electric distribution utility, and Percentage of Income Payment Plan (PIPP) consumers and consumers whose accounts are not current with their present electric distribution utility, as appropriate. 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 their electric distribution utility notifying them of their enrollment. Consumers will have seven calendar days to notify the electric distribution utility of any objection to their enrollment in the Aggregation Program. The applicable electric distribution utility will notify the CRES Provider of consumer objections or any reason that a consumer was not enrolled in the Aggregation Program and the CRES Provider will maintain a list of customers who have opted out under the Aggregation Program rules.

The CRES Provider will report to the Village the status of the Aggregation Program enrollment on at least a quarterly basis.

Leaving the Aggregation Program

In addition to the initial opt-out period described above, each Participant will be given an opportunity to opt out of the Aggregation Program every three years without paying an early termination fee or penalty as required by law and PUCO rules. 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 Village may be subject to an early termination fee and

may not be served under the same rates, terms, and conditions that apply to other

customers served by the electric distribution utility.

Any consumer who opts out of the Aggregation Program during the initial opt-out period or subsequent opt-out periods will be returned to their electric distribution utility'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, utility service delivery identification (SDI) number, and other pertinent information as agreed upon by the Village, Consultant, and the CRES Provider. Such information may include the CRES Provider's account number (if different from utility'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 Village and its Consultant 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 computer system to effectively process Aggregation Program enrollments, opt outs, billing, etc., with the applicable electric distribution utility.

The CRES Provider will provide a local or toll-free telephone number for Participant questions or 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 Village 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, consumers who affirmatively choose to participate in the Aggregation Program, and consumers who move into the Village after the initial opt-out period will be afforded the opportunity to enroll in the Aggregation Program on an opt-in basis. However, the Village cannot guarantee rates, terms, and conditions to consumers enrolling in the Aggregation Program after the initial 21-day opt-out period. In the event that a consumer is not initially included in the Aggregation Program and the consumer chooses to participate in the Aggregation Program after it has begun, that consumer may participate in the Aggregation Program by executing a contract to

enroll in the established Aggregation Program with the selected CRES Provider

delineating the rates, terms, and conditions prior to being placed into the Aggregation Program. Consumers may contact the Village's Consultant to obtain current enrollment information and the applicable contract to opt-in to the established Aggregation Program.

Participants who relocate within the Village limits and retain the same electric utility 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 electric utility rate classification is the same at both locations, and subject to any switching fees imposed by the consumer's former electric distribution utility. The CRES Provider will comply with all local, state, and federal rules and regulations regarding discontinuing service to Aggregation Program Participants.

Billing

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

Questions and Concerns

The Aggregation Program impacts the source of generation or power supply of electricity to the applicable electric distribution utility. The applicable electric distribution utility 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 questions 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 their electric distribution utility. Meter reading or other billing questions should also be directed to their electric distribution utility. Questions regarding Aggregation Program enrollment and opting out should be directed to the CRES Provider. Any other general questions regarding the Aggregation Program should be directed to the Village's consultant.

Question or Concern	Contact	Phone Number
Power outage or interruption	Ohio Edison	1-888-544-4877
Connect/disconnect service	Ohio Edison	1-800-633-4766
Meter reading/billing	Ohio Edison	1-800-633-4766
Enrollment in or opting out of Aggregation Program	CRES Provider	XXXXXXXXXX
	Optics Consulting	1-908-892-6958
Aggregation Program Questions or Concerns	Optics Consulting	1-908-892-6958
Unresolved disputes	PUCO	1-800-686-7826 (voice)
		1-800-686-1570 (TDD)

Reliability and Indemnification of Consumers

Electric service reliability is essential to Aggregation Program Participants. The Village will strive to provide high-quality service and reliability through provisions of the CRES Provider contract, through traditional proceedings related to your electric distribution utility's regulated distribution service, and through direct discussions with your electric distribution utility 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 Village and its Consultant will attempt to acquire an alternative power supply. If this attempt fails, Participants will default to the applicable electric utility's Standard Offer Generation Service. In no case will Participants be without power as a result of the CRES Provider's failure to provide the supply of generation. The Village and its Consultant will seek to minimize this risk by contracting only with reputable CRES Providers that have demonstrated reliable service. The Village, through its consultant, 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

consumers 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 rights 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 Village's boundaries 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 regulations governing electric service, and the applicable electric utility's approved tariffs.

Service under the Aggregation Program shall be available to all eligible customer classes. CRES Provider contracts shall also contain non-discrimination provisions to ensure the 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 participate 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 conduct 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 written notification of the termination at least 60 days prior to such program termination and will have the option to return to the applicable electric utility's Standard Generation Offer Service or select another approved CRES Provider.

Village of Lowellville Ohio
Opt-out Disclosure

Date: XXXXXX

RE: Government Electric Aggregation Program

Dear Resident,

Village leadership has taken action to ensure the residents of this village have the opportunity to participate in an aggregation program geared towards leveraging volume and experienced buyers of energy to lower your costs at home. Aggregation. This program will be certified through the Public Utilities Commission of Ohio. On November 7, 2023, the Village residents voted in favor of this program.

Once the supplier selection has been finalized you will be automatically enrolled in the Village Electric Governmental Aggregation Program unless you choose to "Opt-Out." Opting Out means you choose not to participate. If you choose to Opt-out, you must return the enclosed "Opt-Out" form by the date noted on it. If you choose to stay in the program, you will have the opportunity to "Opt-Out" once every three years. There is no action required on your part if you choose to stay in the program.

After you become a participant in the Village Electric aggregation program, Ohio Edison will send a confirmation letter of your selection. This letter is required by law. This letter also provides an additional window of time to cancel your participation. Again, no action is required if you intend to stay in the program.

Participation in this program will have no impact on your power distribution service from Ohio Edison. Ohio Edison's role will remain the same. The only change is related to the generation charges associated with your utility invoice.

If you have any questions, please call the Supplier at XXXXXXXXXX. Monday through Friday 9am -430pm.

Regards,

Government Authorized Aggregator

XYZ CRES Supplier

VILLAGE OF LOWELLVILLE

OPT-OUT FORM

FOR RESIDENTS PARTICIPATING IN THE VILLAGE OF LOWELLVILLE
GOVERNMENT AGGREGATION PROGRAM



DO NOTHING AND SAVE

*IF YOU WANT TO PARTICIPATE IN THIS PROGRAM, YOU DO NOT HAVE
TO RETURN THIS FORM, YOUR PARTICIPATION IS AUTOMATIC*

IF YOU WANT TO OPT-OUT



*IF YOU WISH TO OPT-OUT OF THE GOVERNMENT AGGREGATION
PROGRAM SIMPLY FILL OUT THIS FORM AND RETURN BEFORE THE
DEADLINE*

☐

CHECK THIS BOX IF YOU WISH TO OPT-OUT AND FILL IN THE REQUIRED INFORMATION BELOW AND
RETURN BEFORE DATE xxxxxx

SERVICE ADDRESS _____

CITY _____

STATE _____

ZIP CODE _____

ACCOUNT HOLDER SIGNATURE _____

DATE _____

RETURN TO SUPPLIER ADDRESS BY xxxxxxxx

Village of Lowellville Government Aggregation Program
Frequently Asked Questions

What is aggregation?

Governmental aggregation requires local community representatives to authorize the formation of an aggregation service to service the community. The community must have the opportunity to vote for or against the service. The aggregation service will enable the community residents to receive competitively priced electricity versus receiving the default rate from the local distribution utility. The aggregation is governed and certified by the Public Utilities Commission of Ohio.

Did the City Vote to have the option to choose a supplier for the aggregation service?

On November 7th, 2023, residents voted favorably to create an aggregation service for the community.

Who will be the supplier for the electric program?

The supplier for the government aggregation service for the Village of Lowellville Ohio has not been selected yet. Optics Consulting, LLC will release a formal RFP for supplier selection.

Whom do I call if I have a problem with my electricity service?

Your local utility will continue to deliver your electricity. You will continue to contact Ohio Edison at 1-800-633-4766.

What if I am with another supplier and would like to join the City's program?

We have not selected the supplier yet, however, once we have our chosen supplier, we will work to the best of their ability to enable late enrollments. Late enrollments are subject to market conditions.

What does "opt-out" mean?

The term "Opt-Out" means you have the option to not participate in the City's program and a formal process was developed to enable that selection option.

How will I know if I can save money in this Program?

You will know you are saving money as long as the program rate from the supplier is lower than the local utilities price-to-compare (PTC) which is listed on the bill you receive from the utility each month.

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

The desired structure is a fixed price for specified term, at least one year and a maximum of 3 years.

Where can I learn more about electric deregulation and assistance programs?

Eligibility and enrolment information for PUCO approved programs can be found on the PUCO website at www.puco.ohio.gov.

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in

Case No(s). 13-0272-EL-GAG

Summary: Request Village of Lowellville Ohio Electric Aggregation Application
electronically filed by Mr. David M. Ferro on behalf of Optics Consulting LLC.