

December 16, 2020

Public Utilities Commission of Ohio
Docketing Division, 11th Floor
180 East Broad Street
Columbus, Ohio 43215-3793

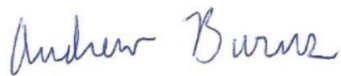
RE: Electric Governmental Aggregator Certification Application for the Village of Silverton (Case Number 14-2294-EL-GAG).

Attached please find a copy of the application for certification renewal as a Governmental Aggregator of Electricity for the Village of Silverton.

Independent Energy Consultants, Inc. is providing aggregation consulting services to the Village of Silverton and is filing this on their behalf.

If you have any additional needs or questions, please call me at 330-995-2675 or email me at aburns@naturalgas-electric.com.

Thank you for your assistance.



Andrew Burns
Government Aggregation Manager

Attachments



Public Utilities Commission

Competitive Retail Electric Service (CRES)
Governmental Aggregator Application

Case Number: 14 - 2294 - 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 Silverton
Street Address: 6943 Montgomery Road
City: Silverton State: OH Zip: 45236
Telephone: 513-936-6240 Website: silvertonohio.us

A-2. Contact person for regulatory matters.

Name: Andrew Burns, Govt. Agg Manager, Independent Energy Consultants, Inc.
Street Address: 215 W Garfield Rd, STE 210
City: Aurora State: OH Zip: 44202
Telephone: 330-995-2675 Email: aburns@naturalgas-electric.com

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

Name: Andrew Burns, Govt. Agg Manager, Independent Energy Consultants, Inc.
Street Address: 215 W Garfield Rd, STE 210
City: Aurora State: OH Zip: 44202
Telephone: 330-995-2675 Email: aburns@naturalgas-electric.com

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

Street Address: 215 W Garfield Rd, STE 210
City: Aurora State: OH Zip: 44202
Toll-free
Telephone: 888-862-6060 Email: info@naturalgas-electric.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.


Signature

12-15-2020
Date

Village Manager
Title

Competitive Retail Electric Service Affidavit

County of Hamilton :

State of Ohio :

Tom Carroll, Village Manager, 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.

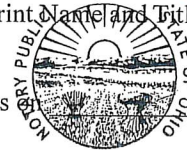
Tom M. [Signature], Village Manager
Signature of Affiant & Title

Sworn and subscribed before me this 15th day of Dec, 20
Month Year

Meredith L. George
Signature of official administering oath

Meredith L. George, Notary Public
Print Name and Title

My commission expires



MEREDITH L. GEORGE
Notary Public
State of Ohio
My Comm. Expires
January 13, 2025

ORDINANCE NUMBER 14-3428

**AN ORDINANCE ACKNOWLEDGING THE AUTHORIZATION
ESTABLISHMENT OF A GOVERNMENT AGGREGATION PROGRAM WITH OPT-
OUT PROVISIONS PURSUANT TO SECTION 4928.20 OF THE OHIO REVISED
CODE (THE "AGGREGATION PROGRAM") FOR THE RESIDENTS, BUSINESSES
AND OTHER ELECTRIC CONSUMERS IN THE VILLAGE OF SILVERTON AND
DECLARING AN EMERGENCY**

WHEREAS, on November 4, 2014, Silverton residents voted in favor of the Village having the authority to aggregate the retail electric loads located in the Village and to enter into service agreements to facilitate for those loads the sale and purchase of electricity pursuant to Sections 4928.20 of the Ohio Revised Code; and

WHEREAS, after the passage of the ballot, the Village Council held two public hearings as required by Revised Code 4928.20(c) to explain customer rights in an "opt-out" aggregation and to adopt a Plan of Operations and Governance for its electric governmental aggregation program.

NOW, THEREFORE, be it ordained by the Council of the Village of Silverton, County of Hamilton, State of Ohio:

SECTION 1: That the Village Council of Silverton acknowledges the affirmative vote of the electorate on November 4, 2014, thereby granting authority to the Village of Silverton to establish an electric aggregation program.

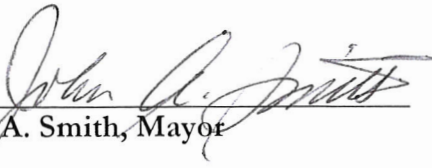
SECTION 2: That this Council hereby adopts the Village of Silverton' Plan of Operation and Governance, (attached hereto and incorporated herein by reference as Exhibit A) for the implementation and administration of the Village's electric aggregation program in accordance with Revised Code 4928.20(c).

SECTION 3: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including section 121.22 of the Ohio Revised Code.


SECTION 4. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village, and for the further reason that this Ordinance is required to be immediately effective in order to begin realizing the savings sought by the Electric Aggregation Program. This Ordinance shall be in full force and effect immediately upon its adoption and approval by the Village Manager.

Passed this 18th of December, 2014.


Village of Silverton Exhibit B-1 "Authorizing Ordinance."


John A. Smith, Mayor

ATTEST:

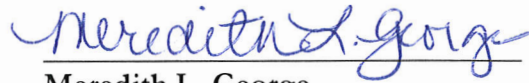

Thomas M. Carroll, Village Manager

Approved as to form:


Bryan E. Pacheco, Village Solicitor

CERTIFICATION:

I, Meredith L. George, Clerk of Council of the Village of Silverton, County of Hamilton, State of Ohio; do hereby certify that there is no newspaper published in said municipality and that publication of the foregoing Ordinance No. 14-3428 has been duly made by posting true copies in three (3) of the most public places in said municipality, as determined by Council as follows: 1) Silverton Municipal Building; 2) Parkview Ave at the Train Depot; 3) Silverton's Official Website. Said posting was for a period of fifteen days commencing Dec 19, 2014.


Meredith L. George
Clerk of Council of Silverton, Ohio

Village of Silverton Exhibit B-1 "Authorizing Ordinance."

COUNCIL OF THE VILLAGE OF SILVERTON

STATE OF OHIO

OFFICE OF THE CLERK OF COUNCIL

I HEREBY CERTIFY that the foregoing transcript is correctly copied from the books, papers and journals of the Village of Silverton, State of Ohio, kept under authority and by the direction of the Council thereof.

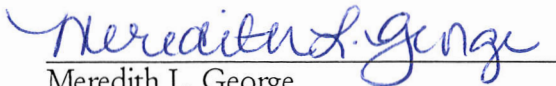
ORDINANCE 14-3428 passed by the Council of the Village of Silverton at their session on December 18, 2014 entitled:

**AN ORDINANCE ACKNOWLEDGING THE AUTHORIZATION ESTABLISHMENT OF
A GOVERNMENT AGGREGATION PROGRAM WITH OPT-OUT PROVISIONS PURSUANT
TO SECTION 4928.20 OF THE OHIO REVISED CODE (THE "AGGREGATION PROGRAM")
FOR THE RESIDENTS, BUSINESSES AND OTHER ELECTRIC CONSUMERS IN THE
VILLAGE OF SILVERTON.**

IN TESTIMONY WHEREOF I have

Hereunto set my name and affixed the seal of the Clerk of Council Office this

18 day of Dec in the year Two Thousand and Fourteen.


Meredith L. George
Clerk of Council

119 West Central Parkway

Cincinnati, Ohio 45202

Phone: 241-1450

Important Notice . . .

This is an acknowledgment of your order for publication of the attached legal notice. We wish to thank you for permitting us to publish this notice, and suggest that you check it for accuracy. Please keep this copy for your files.

PUBLIC NOTICE PUBLIC HEARING ON THE VILLAGE OF SILVERTON

NATURAL GAS AGGREGATION PROGRAM PLAN OF OPERATION AND GOVERNANCE, AND ELECTRIC AGGREGATION PROGRAM PLAN OF OPERATION AND GOVERNANCE. Silverton Village Council will hold two public hearings on its Natural Gas and Electric Aggregation Programs' Plans of Operation and Governance. The first hearing will be held at 2 p.m. on December 17, 2014, in the Silverton Council Chambers located at 6860 Plainfield Road, Silverton, Ohio. The second hearing will be held at 7 p.m. on December 18, 2014, in the Silverton Council Chambers located at 6860 Plainfield Road, Silverton, Ohio. On November 4, 2014, voters in the Village of Silverton passed a ballot initiative, which authorized the Village to form a Governmental Natural Gas Aggregation program for the purchase of natural gas on behalf of residents and businesses in the Village. Silverton Village Council shall adopt its Plan of Operation and Governance pursuant to Sections 4929.26 (C) of the Revised Code and develop an opt-out aggregation program following the procedure set forth in Ohio Revised Code Section 4929.26.

On November 4, 2014, voters in the Village of Silverton passed a ballot initiative, which authorized the Village to form a Governmental Electric Aggregation program for the purchase of electricity on behalf of residents and businesses in the Village. Silverton Village Council shall adopt its Plan of Operation and Governance pursuant to Sections 4928.20 (C) of the Revised Code and develop an opt-out aggregation program following the procedure set forth in Ohio Revised Code Section 4928.20.

The Plans of Operation and Governance will describe services provided, professional assistance used, determination of rates, opt-out procedures, customer billing procedures, credit procedures and joining / leaving the aggregation procedures. All eligible customers who receive natural gas supply service from Duke Energy or electric supply service from Duke Energy will be included in the Village's aggregation program. If an acceptable supply offer is received, eligible customers will receive a mailing notifying them of the program rates, terms and conditions and their right to opt-out.

Tom Carroll

Village Manager, Silverton

Cincinnati, Ohio. December 8, 2014.

Dec 8-15

Ohio Revised Code

§7.15 Deposit required for service by publication; return of deposit.
(GC §10222-1)

In any action brought in any court other than the probate court, in which service by publication is made, the party causing such publication to be made shall deposit with the clerk or other proper officer of such court an amount of money as determined by the clerk to be sufficient to cover the cost of such publication, and the clerk may pay from such deposit the cost of such publication upon its completion and the filing of proof of publication. If court costs are taxed against a party to such action, other than the party making such deposit, the clerk or other proper officer may, upon the payment of such costs, return said deposit to the party who made it.

We respectfully ask that when this clipping is received, the Attorney contact the client and secure the amount necessary to cover the charges listed below, and remit to us, so that we can mark the charges PAID on the Affidavit in Proof of Publication BEFORE it is sent to the Clerk's office.

Charges:

Advertising	\$117.00
Abstract	\$0.00
Affidavit	\$1.50
Total	<u>\$118.50</u>

VILLAGE OF SILVERTON ELECTRIC AGGREGATION PROGRAM

Plan of Operation and Governance

For additional information contact:
Andrew Burns, Govt. Agg Manager
Independent Energy Consultants, Inc.
Ph: (330) 995-2675



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1. Purpose of Electric Aggregation Program & Services

This aggregation plan has been developed in compliance with Ohio Revised Code, Section 4928.20 regarding governmental aggregation of electric service. That section of the Code defines two different types of aggregation that may be enacted by a governmental entity; opt-in aggregation and opt-out aggregation. The Village of Silverton ("the Village") will administer an opt-out aggregation program that will automatically include all eligible electric accounts receiving a beneficial offer from a Competitive Retail Electric Service Supplier (CRES Supplier). Those customers will be given prior notice entitling them to affirmatively elect not to be part of the Program.

The Village passed the necessary ordinance to place the issue of Opt-out Governmental Aggregation of electricity on the November 4, 2014 ballot. The ballot issue subsequently passed. The Village will follow the Plan of Operation and Governance ("Plan") outlined below. This Plan was adopted after two public hearings were held in accordance with section 4928.20 (C) of the Ohio Revised Code.

The Village's Aggregation Program ("Program") seeks to aggregate the retail electric loads of consumers located in the Village to negotiate the best rates for the generation supply of electric power. With a Village population of approximately 4,800 the Program has the potential to combine residential accounts and small commercial accounts into a buying group that will be attractive to a Competitive Retail Electric Service Supplier (CRES Supplier). Participation in the Program is voluntary. Any individual customer ("Member") has the opportunity to decline to be a Member of the aggregation Program and to return to the local utility (Duke Energy) standard offer of service or to enter into a power supply contract with any CRES Supplier.

Residential and small commercial electric customers often lack the ability to effectively negotiate electric supply services. The Village's Program provides them an opportunity to benefit from professional representation and bargaining power achieved through an aggregation Program.

The aggregation Program is designed to reduce the amount Members pay for electric energy and to gain other favorable terms of service. The Village will not buy and resell the power to the Program Members. Instead, the Village will competitively bid and negotiate a contract with a CRES Supplier to provide firm, full-requirements generation service to the Members of the aggregation Program.

Due to the complexity of deregulation of the electric utility industry, the Village has entered into contract with Independent Energy Consultants, Inc. (Independent Energy Consultants), a PUCO certified broker and aggregator of natural gas and electricity. Among other things, Independent Energy Consultants will provide professional assistance which includes these consulting services:

- Draft and assist in maintaining this Plan of Operation and Governance;
- Lead the required Public Hearings and attend Council meetings;
- Assist the Village in the day-to-day administration of the Program (problem resolution, press releases, PUCO compliance, supplier liaison, contract review, etc.);

- Administer the Request for Proposal process, analyze supplier responses and provide recommendations for the supply agreement;
- Review customer data provided by Duke Energy that would serve as the basis for an Opt-Out Notice; and
- Write/prepare reports on a quarterly/annual basis to the Village, PUCO, PUCO's Market Monitoring division, and the Ohio Consumers' Counsel.

2. Determination of Rates and Other Charges

2.1. Rates

Through the efforts of its consultant, Independent Energy Consultants, Inc., the Village will seek proposals from CRES suppliers. The request for proposals shall require the suppliers to offer a generation charge for firm, full-requirements supply. CRES Providers will bid by Duke Energy customer rate classification or customer class. CRES Providers will be encouraged to bid on as many electric accounts as possible, but it is recognized that from a practical standpoint it is not likely that bids will be received for larger commercial and industrial accounts that require interval metering and individual price analysis. Furthermore, a CRES Provider may not be able to beat Duke Energy's tariff rates for all customer classes and/or rate schedules. The prices to be charged to Members in the Program will be set by the Village Council, or their designee, after negotiations with the selected CRES Supplier. Members will be notified of the rates and terms of the Program through a direct mailing sent to each eligible resident and business within the Village limits. Once offers are found a table similar to the one shown below will be populated to reflect the offer rates.

Duke Energy Rate Schedule	CRES Supplier Offer
RS – Residential Service	\$0.04989/kWh through Apr 2023
DM – Secondary Distribution Service	\$0.04989/kWh through Apr 2023
Other	

2.2 Charges

Neither the Village nor the selected Supplier will impose any terms, conditions, fees, or charges on any Member served by the governmental aggregation unless the particular term, condition, fee, or charge is clearly disclosed to the Member at the time the Member chose not to opt-out of the aggregation.

Duke Energy will continue to bill for Late Payment, Delivery Charges and Monthly Service Fee, etc. These charges apply whether or not a Member switches to the Program's CRES supplier. Switching generation suppliers will not result in any new charges billed to the Member.

2.3 Switching Fees

Should Duke Energy assess a switching fee for Members voluntarily remaining in the aggregation Program; the Request for Proposal will be written to require the

selected supplier to pay the switching fee.

2.4 Early Termination Fee

Members may terminate their agreement without penalty if they relocate outside of the Village. Members that leave for other reasons may be assessed an early termination fee by CRES supplier. Early termination fees are standard in most electric contracts. The Village will negotiate with the CRES supplier to ensure that any early termination fee assessed is reasonable and clearly stated in the opt-out disclosure notice.

3. Process for Providing Opt-Out Disclosure Notices

When a successful supply offer is found, the Village shall order the eligible customer list from Duke Energy. Duke Energy shall turn over the list to the Village or its consultant upon request. Once the list is obtained, it will be shared with the selected CRES supplier and they will have 30 days from the Village's receipt of the data to mail the Opt-Out Notices to all eligible Members receiving an offer.

Prior to including a customer's electric account or accounts in an aggregation, the Village in cooperation with the selected CRES supplier, will provide each eligible Member a written Opt-Out Notice conforming to the requirements of Ohio Administrative Code Section 4901:1-21-17.

The selected CRES supplier will be required to pay for printing and mailing of opt-out disclosure notices. The notices will be mailed to the owner or occupant residing at the electric account mailing address shown on Duke Energy's customer list. The notice will contain the Village's name and logo to clearly indicate to the recipient that it is a notice from the Village.

Prior to mailing Opt-Out Notices a thorough review will be performed to see that all eligible Members receiving an offer are sent the notice. The review process will include the efforts of numerous parties and utilize a number of resources as specified in section four of this Plan.

Following acceptance of an offer by the Village, the CRES supplier will mail Opt-Out Notices to eligible Members. Members will have 21 days from the postmark date on the notice to postmark the return opt-out card if they do not wish to participate in the Village's Program.

In the event that an eligible Member is inadvertently not sent an Opt-Out Notice and is omitted from the Program, the CRES supplier shall, upon request, enroll the eligible Member at the group rate for the remaining term.

4. Determination of Eligible Customer Pool

Under the opt-out aggregation provisions, all eligible electric consumers within the Village will be automatically included in the Program. However, such customers will be given prior notice entitling them to affirmatively elect not to be part of the Program.

Prior to mailing Opt-Out Notices a thorough review will be performed to see that all ineligible customers are excluded. The review process will include the efforts of numerous parties and utilize a number of resources:

- Duke Energy will query their customer database using best efforts to capture all accounts within the Village limits;
- The Village's consultant working with the CRES supplier, available Village resources and publicly available material shall screen out customers who are not located within the Village limits. Those resources may include any or all of the following: Property records, water and/or sewer records, fire and/or police department address records, 911 address records, street listings Village maps, internet maps, county parcel mapping databases, and geographical information systems (GIS);
- Ineligible accounts will be screened out based on codes provided in the Duke Energy data;
- The data shall be reviewed to see that all zip codes have been included, all streets included, all customer classes, all customer rate schedules, and finally that an expected total for a community of this population was turned over;
- Any suspected omissions will be reported to Duke Energy along with a request to furnish that data; and
- Eligibility may be limited by a supplier's offer. For example, a fixed rate might not be offered to an account if their Price-to-Compare indicates they would not save.

5. Opt-Out Process

The Village is using an Opt-Out form of Governmental Aggregation pursuant to section 4928.20 of the Ohio Revised Code. Any such person that opts-out of the aggregation Program pursuant to stated procedure will default to the standard service offer provided by Duke Energy until the person chooses an alternative supplier.

When a successful supply offer is found the Village shall order the eligible customer list from Duke Energy. Duke Energy shall turn over the list to the Village or its consultant upon request. Once the list is obtained, it will be shared with the selected CRES supplier and they will have 30 days from the Village's receipt of the data to mail the Opt-Out Notices to all eligible Members receiving an offer.

The selected CRES supplier and the Village will agree upon the format of the Opt-Out Notice and will docket a sample with the PUCO at least ten days prior to mailing it to eligible Members.

The selected CRES supplier will be required to pay for printing and mailing of opt-out disclosure notices. The notices will be mailed to the owner or occupant residing at the electric account mailing address shown on Duke Energy's customer list. A Village official will sign the notice and it will contain the Village's name and logo on the outside to clearly indicate to the recipient that it is a notice from the Village.

Prior to mailing Opt-Out Notices, a thorough review will be performed to see that all eligible Members receiving an offer are sent the notice. The review process will include the efforts

of numerous parties and utilize a number of resources as specified in section four of this Plan.

Following acceptance of an offer by the Village, the CRES supplier will mail Opt-Out Notices to eligible Members receiving an offer. Members will have 21 days from the postmark date on the notice to postmark the return opt-out card if they do not wish to participate in the Village's Program. If available, Members may also call the CRES supplier's toll-free recorded phone number to opt-out. The selected CRES supplier will not enroll those accounts opting out from the Program.

In the event that an eligible Member is inadvertently not sent an Opt-Out Notice and is omitted from the Program, the CRES supplier shall, upon request, enroll the eligible Member at the group rate for the remaining term.

All members of the Program will also be given an opportunity to opt-out without penalty at least once every three years.

Procedure Steps:

1. The selected CRES supplier and the Village will agree upon the format of the Opt-Out Notice and will docket a sample with the PUCO at least ten days prior to mailing it to eligible Members;
2. The selected supplier will distribute an Opt-Out Form to all eligible Members via first class U.S. Mail;
3. Recipients will have 21 days from the postmark on the notice to notify the selected CRES supplier if they do not want to be part of the Program;
4. Members will be able to opt out by returning an opt-out card via U.S. Mail to the selected CRES supplier. The supplier may offer additional means of opting out, such as, making a toll-free recorded phone call to the CRES supplier, email notification or fax;
5. Additionally, Members who do not opt-out per step 4 above will receive written notification from Duke Energy stating that they are about to be switched. That notice will inform them that they have 7 days to rescind the contract by contacting Duke Energy; and
6. The selected CRES supplier will not enroll those accounts opting out from the Program.

The Opt-Out Notice will clearly notify the Program Members of the rates to be charged for electricity and other terms of the contract with the selected supplier. The notice will also satisfy the requirements for disclosing the environmental impact of the generation sources used to supply the Program.

6. Customer Classes Included

All eligible Members are included in the Program but the selected CRES supplier's offer will determine which groups receive an offer and Opt-Out Notice. It is envisioned that residential and small commercial customers supplied by Duke Energy within the Village limits are the most likely to receive an offer. The specific rate schedules will be identified in Section 2 of this Plan of Operation. In addition to having a rate schedule listed in

Section 2, the following eligibility requirements apply.

- Customers must be up to date with their bill payment;
- Customers must not have Opted-out of the Program;
- Customers must not be on the Do Not Aggregate list;
- Customers must not be supplied generation service from another CRES provider;
- Customers must not be on a special contract with Duke Energy;
- Customers must not be in the Percentage of Income Payment Program (PIPP);
- Commercial Customers must have a Peak Demand of ≤ 100 kWh and
- Commercial Customers must not have interval metering;
- Customers must not be classified as mercantile; and
- Eligibility may be further limited by a supplier's offer. For example, a fixed rate might not be offered to an account if their Price-to-Compare indicates they would not save.

7. Billing Procedures

The Village will utilize the coordinated billing services of Duke Energy and the selected CRES supplier. Most customers are expected to receive a single bill from Duke Energy that itemizes among other things, the cost of generation provided by the CRES supplier. In some instances, particularly for commercial accounts, the CRES supplier may request that dual billing be used. In this case the supplier would issue a bill for their supply service and Duke Energy would issue a bill for their delivery services.

Members currently on budget billing will continue to be budget billed. Duke Energy's process will remain the same. Members wishing to start budget billing should contact Duke Energy. The process will take place in accordance with Duke Energy's policy and is not unique to the Village's Program. Duke Energy's policies will dictate what portions of a Member's bill are budgeted and how the budget amount is calculated.

Members are required to remit and comply with the payment terms of Duke Energy and/or their supplier if dual billing is used. This Program will not be responsible for late or no payment on the part of any of its members. Furthermore, slow or no payment on the part of some Members will not adversely impact the rates charged to other Members. The selected Supplier shall not charge more than $1 \frac{1}{2}$ percent per month for overdue balances owed to the selected Supplier.

8. Credit/Deposit Requirements

Collection and credit procedures remain the responsibility of Duke Energy, the selected Supplier and the individual Member. Members are required to remit and comply with the payment terms of Duke Energy. This Program will not be responsible for late or no payment on the part of any of its Members. The Village will have no separate credit or deposit policy.

9. Procedures for Handling Customer Complaints and Dispute Resolution

Members have multiple means of addressing complaints. As a general rule, concerns regarding service reliability should be directed to Duke Energy, questions regarding the Program administration should go to the Village, billing questions should be directed to Duke Energy or the selected supplier and any unresolved disputes should be directed to the Public Utilities Commission of Ohio and/or The Ohio Consumers’ Counsel. Listed below is a table of toll-free numbers for members to call for assistance.

Nature of Complaint	Contact	Phone Number
Service interruptions or emergencies	Duke Energy	1-800-543-5599
Service turn on/off	Duke Energy	1-800-544-6900
Billing disputes – Delivery charges	Duke Energy	1-800-544-6900
Billing disputes – Supplier charges	Energy Harbor	1-866-636-3749
Joining/Leaving Program	Energy Harbor	1-866-636-3749
Aggregation Program questions	Village of Silverton Independent Energy Consultants	513-792-6560 888-862-6060
Unresolved disputes	Public Utilities Comm. (voice)	1-800-686-7826
Unresolved disputes	Public Utilities Comm. TDD/TTY	1-800-686-1570
General information – residential	Ohio Consumers’ Counsel	1-877-742-5622

10. Moving Into/Within the Village

Utility rules require that people moving into a different residence, new construction or otherwise, be assigned a new account number and be served for at least one month by the local utility before they can switch to a new supplier. The above-mentioned are examples of utility rules approved by the PUCO that will impact the operation of Silverton’s aggregation Program.

Residents and businesses that move into the Village will not be automatically included in the Village’s Program. The Village cannot guarantee the rates, terms and conditions to Members enrolling after the 21-day opt-out period of the initial enrollees. Members wishing to opt-in to the Program may contact the Village or the CRES supplier to obtain enrollment information. There is, however, no guarantee that customers opting-in at a later date will receive the same price, terms and conditions as did the initial participants. The selected CRES supplier’s decision whether or not to extend an offer will be based, in part, on the market prices at the time of request.

Members who move within the Village limits and are assigned a new account number by Duke Energy will be treated in the same manner as a new resident. They will not be automatically enrolled, but may contact the CRES supplier concerning re-enrollment. Once again, there is no guarantee that the CRES Supplier will extend an offer, or an offer that is the same as that of the initial enrollees.

11. Moving Within the Village and Maintaining the Same Account Number

The selected CRES Supplier shall continue service at the same rate and under the same terms and conditions for any Member who relocates within the Village prior to the expiration of the contract term, providing that the Member notifies the CRES Supplier of their desire to do so with thirty (30) days written notice. Moving within the Village may cause the Member to be served for a brief period of time by the local utility. The CRES supplier shall have the right to bill the participant for any associated switching fee imposed by Duke Energy. Members may also opt-out without penalty under these circumstances.

12. Joining the Aggregation Group after Opting-Out

Members who have left the aggregation group and wish to rejoin at a later date are treated in the same manner as new residents moving into Silverton. These customers may contact the Village or the CRES supplier at any time to obtain enrollment information. There is however, no guarantee that customers opting-in at a later date will receive the same price, terms and conditions as did the initial participants.

13. Reliability of Power Supply

The Program will only affect the generation source of power. Duke Energy will continue to deliver power through their transmission and distribution systems. Responsibility for maintaining system reliability continues to rest with Duke Energy. If Members have service reliability problems they should contact Duke Energy for repairs. The PUCO has established "Minimum Reliability Standards" for all utilities operating distribution systems in Ohio. Customer outages, duration of outages, interruptions, etc., are monitored to ensure reliability remains at satisfactory levels.

In addition to maintaining the "wires" system, Duke Energy is required to be the "Provider of Last Resort." This means, should the selected CRES supplier fail for any reason to deliver any or all of the electricity needed to serve the Members' needs, Duke Energy will immediately provide for the shortfall. Duke Energy would then bill the supplier for the power provided on their behalf. The Members would incur no additional cost.

14. Supplier Qualification Selection Criteria

Only Suppliers meeting strict criteria will be considered.

- Suppliers will need to be certified by the Public Utilities Commission of Ohio;
- Registered with Duke Energy to do business in their service territory. Both the certification and registration ensure that Suppliers possess the managerial, technical, and financial competence to perform the services they offer;
- Successfully completed Electronic Data Interchange (EDI) computer system testing with Duke Energy to support Governmental Aggregation Program transactions;
- Agree to hold harmless the Village from any financial obligations arising from the Program;
- The selected CRES supplier will need to agree to notify the Village and negotiate with the Village at least 60 days in advance of attempting to terminate the agreement for any reasons other than (i) the scheduled end date or (ii) Force

- Majeure; and
- The Village shall review the creditworthiness of the selected CRES supplier. Should the Village have concerns about the CRES supplier's current or projected financial stability at the time a contract is entered, the selected supplier may be required to demonstrate its creditworthiness by providing:
 - a Letter of Credit; or
 - a Parental Guaranty from a company that is deemed creditworthy; or
 - a Surety Bond.

Details of the credit type and amount will be subject to negotiation.

15. Miscellaneous

The Village will maintain a copy of this Plan of Operation and Governance on file at its Administrative office. This Plan will be kept available for public inspection. It will, upon request, be copied for any existing or potential Members of the aggregation in accordance with the Village rules for copying public documents.

The Village will not alter its Operation and Governance Plan in any way that would materially affect the customers of the aggregation without first providing notice to all affected Members and providing these Members the opportunity to opt-out of the aggregation according to the procedures established for the initial opt-out disclosure notice set forth in rule 4901:1-21-17 of the Administrative Code. In the event of a material change, the Village will provide a notice explaining the changes to the Plan, and informing the Members of their right to opt-out of the aggregation without penalty, and identifying the method and time frame for the customer to opt-out.

The Village or the selected CRES supplier will not issue an Opt-Out Notice before the Village has obtained its certification as a Governmental Aggregator of electricity from the Public Utilities Commission of Ohio.

The success of the Village's Aggregation Program relies in part to the cooperation it receives from Duke Energy. In addition to other tasks, Duke Energy must turn over accurate customer data and perform the customer switching process in a timely manner. The Village will comply with PUCO rules, and will hold Duke Energy to its obligations under the same.

The Electric Aggregation Program may be terminated upon the termination or expiration of the supply contract without any extension, renewal or subsequent supply contract being negotiated. Each individual Member receiving electric supply service under the Program will receive notification 45-90 days prior to termination of the Program. In the event of termination, Members in the Village's aggregation Program would either return to Duke Energy supply service or choose a CRES supplier on their own.

If the Village is unable to find a satisfactory offer at the end of an existing supply agreement, they have the option of maintaining their status as a Governmental Aggregator while they continue to seek offers for their Members.

February 25, 2020



Opt-Out Deadline

March 17, 2020

Electric Aggregation Enrollment Notification**Dear Resident or Small Business,**

Welcome to your community's electric aggregation program which provides you with exclusive pricing on the electric generation portion of your electric bill. This is possible through governmental aggregation, a community purchasing program where community officials use group buying power to purchase electricity from a retail electric generation supplier certified by the Public Utilities Commission of Ohio. This program was approved by voters in your community in November 2014.

How You Benefit

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

	Your Electric Utility	100% Green Fixed Price	Term End	Early Termination Fee
Residential	Duke Energy	4.989 cents per kWh	April 2023	None
Small Business	Duke Energy	4.989 cents per kWh	April 2023	None

FirstEnergy Solutions, a subsidiary of FirstEnergy Corp., has been selected by your community to provide your electric generation. If you're not already participating, this is your chance to join. If you're already participating, this is your opportunity to continue the benefits of the program.

Same Reliable Service

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

Enrollment Information

If you are not currently receiving electric generation from FirstEnergy Solutions, your electric utility will send you a letter confirming your selection of FirstEnergy Solutions as your electric generation provider. As required by law, this letter will inform you of your option to cancel your contract with FirstEnergy Solutions within seven days of its postmark. To become a member of the community's electric governmental aggregation program, you don't need to take any action when this letter arrives. If you are currently enrolled in the community's aggregation program, you will not receive a letter from your electric utility.

Opt-Out Information

If you are a new member of the program, your future bills will reflect the electric price listed above from FirstEnergy Solutions after your enrollment has been completed and your switch has been finalized – approximately 30-45 days, depending upon your meter read date. Of course, you are not obligated to participate in the community's electric governmental aggregation program. If you do not want to participate in your community program, you have until the opt-out deadline to return the attached "opt-out" form below. If you do not opt out at this time and leave the program at a later date, you might not be served under the same rates or terms and conditions that apply to other customers served by your utility. Once enrolled, you will receive a notice at least every three years asking if you wish to remain in the program. If you leave the program at any other time, you could be subject to the early termination fee listed above.

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

Sincerely,

Tom Carroll, Village Manager and FirstEnergy Solutions**Village of Silverton OPT-OUT FORM****Option 1: Do Nothing to Join**

You will be enrolled automatically if you do not respond to this letter.

OR**Option 2: Return this Opt-Out Form**

To opt out, this form **must** be received by FirstEnergy Solutions by the deadline.

Opt-Out Deadline

March 17, 2020

Service Address (City, State, Zip): _____

Phone Number: _____

Account Number: _____

Account Holder Signature: _____

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

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

Electric Governmental Aggregation Program FAQs v.6.18

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

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

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

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

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

The information in your letter states if your price is fixed, variable, or variable based on a tiered pricing structure. Your community decided on a fixed pricing structure. Your price will remain the same each month for the length of your Agreement.

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

You'll know you are saving money as long as your price with FirstEnergy Solutions is lower than your utility's Price to Compare (PTC). With a set discount your variable rate will always be less than the price per kWh charged by the utility.

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

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

What does "opt out" mean?

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

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

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

Can I opt out over the phone?

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

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

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

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

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

If I join the aggregation, will FirstEnergy Solutions continue to budget bill my supplier charges?

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

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

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

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

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

Who is FirstEnergy Solutions?

FirstEnergy Solutions, a subsidiary of FirstEnergy Corp., is a leading competitive supplier of energy to residential, commercial and industrial customers in Ohio, Pennsylvania, New Jersey, Maryland, Illinois and Michigan.

What is the toll-free number for questions?

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

Residential and Small Commercial - Terms and Conditions	
Governmental Aggregation Product	Fixed Price - AllGreen
Electric Distribution Utility ("EDU")	Duke Energy Ohio, Inc.
Price and Length of Agreement	4.989 ¢/kWh through your April 2023 meter read
Cancellation/Termination Fee	None

Governmental Aggregation Product	Fixed Price - AllGreen
Electric Distribution Utility ("EDU")	Duke Energy Ohio, Inc.
Price and Length of Agreement	4.989 ¢/kWh through your April 2023 meter read
Cancellation/Termination Fee	None

These Terms and Conditions apply to you because you are enrolling for electric generation service with FirstEnergy Solutions Corp. ("FES") through either (a) affirmative consent or (b) not opting out of your community 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.

FES 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, FES will supply the electric generation to your EDU based on your usage. Your EDU then distributes or delivers the electricity to you. FES sets the generation prices and charges that the customers pay. The PUCO regulates distribution prices and services. The Federal Energy Regulatory Commission ("FERC") 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* – Physical delivery of electricity to customers by the EDU.

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

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

Basic Service Prices: During the term of this Agreement, you agree to pay FES a price indicated in the table above for a total combined Transmission, Generation and Generation Related Charge ("Retail Electric Service"). 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 FES. In addition to FES' 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 FES will start on your next available meter read 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 FES 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 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, alters to the detriment of FES its costs to perform under this Agreement, you may receive a notification from FES. This notification will include a description of one or more of the situations described above. FES 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 FES 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, FES 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 FES offers you new terms or terminates this Agreement under this provision, you will not be responsible for the cancellation/termination fee (if any) set forth in the table above. You must still pay all FES charges through the date you are returned to your EDU or switched to another CRES provider for service.



Billing: You will continue to receive a single bill from your EDU that will contain both your EDU and FES charges. FES reserves the right to unilaterally modify this billing format in the event your EDU is unable or unwilling to provide consolidated billing in this format or changes the calculation of the PTC. If you do not pay your bill by the due date, FES 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 FES for any electricity used before this Agreement is cancelled, as well as any late payment charges. If you have 12 months of billing history and you are enrolled in budget billing with the EDU, you can enroll in a budget billing program once per year. At the end of the contract term, you are responsible for payment of any outstanding balance upon final contract true up. FES 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. Failure to pay electric utility charges may result in you being disconnected in accordance with your EDU's tariff.

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

Cancellation/Termination Provisions: You may terminate this Agreement, without penalty, if you move out of the EDU service territory or into an area where FES charges a different price. There may be a Cancellation/Termination Fee indicated in the table above if you terminate this Agreement for any other reason, except as expressly provided herein. Upon termination with FES and return to the standard service offer with your EDU, you may not be served under the same rates, terms, and conditions that apply to other EDU customers.

Customer Consent and Information Release Authorization: By choosing not to opt-out of your community's aggregation program, or to affirmatively join it, you understand and agree to the terms and conditions of this Agreement with FES. You authorize FES 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. FES reserves the sole right to determine if your credit standing is satisfactory before accepting your enrollment request. This Agreement shall be considered executed by FES following acceptance of your enrollment request by FES, the end of the 7-day rescission period, and subsequent acceptance of the enrollment by your EDU.

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 for your electric supply upon termination of this Agreement.

Dispute Procedures: Contact FES with any questions concerning the terms of service by phone at 1-888-254-6359 (toll-free) M-F 8:00 am to 5:00 pm EST or in writing at 341 White Pond Dr. B3, Attn: Contract Administration, Akron, OH 44320. Our web address is www.fes.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 PUCO for assistance at 1-800-686-7826 (toll free) M-F 8:00 am to 5:00 pm EST or at 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) M-F 8:00 am to 5:00 pm EST, or at www.pickocc.org.

Force Majeure Termination: FES will make commercially reasonable efforts to provide your electric service, but does not guarantee a continuous supply of electricity. Certain causes and events are out of FES' reasonable control ("Force Majeure Event(s)") and may result in interruptions in service. FES will not be liable for any such interruptions caused by a Force Majeure Event, including but not limited to, acts of God, war, civil disturbance, insurrection, terrorism, fire, flood, earthquake, acts of default of common carriers, strikes, boycotts, unforeseen maintenance, unforeseen shutdowns or deficiencies of sources of supply, inability to access the local distribution utility system, nonperformance by the EDU or other similar circumstances beyond FES' reasonable control.

Miscellaneous: You have the right to request from FES, twice within a 12-month period, up to 24 months of payment history, without charge. FES will not release your Social Security number and/or account number(s) without your written consent except for FES' collections and reporting, participating in programs funded by the universal service fund, pursuant to ORC section 4928.54, or assigning a customer's contract to another CRES provider. FES' environmental disclosure statement is available for viewing on our website www.fes.com. FES will make the required quarterly updates to the statement electronically on our website and will also provide the information upon request. FES may assign its rights to another CRES provider, including any successor, in accordance with the rules and regulations of the PUCO. FES 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. You are responsible for providing FES with accurate account information. If said information is incorrect, FES reserves the right to reprice the applicable account(s) or terminate the Agreement. FES 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 program.

Warranty: FES 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.

Green Energy Price Disclosure Statement

Product (Rate Structure)	Fixed Price - AllGreen
Percentage of Green Energy	100%
Competitive Retail Electric Supplier ("CRES")	FirstEnergy Solutions Corp. ("FES")
Electric Distribution Utility ("EDU")	Duke Energy Ohio, Inc.
Green Energy Price & Length of Agreement	4.989 ¢/kWh through your April 2023 meter read
Length of Agreement	Up to 36 Months
Cancellation/Termination Fee	None

FES provides you with Retail Electric Supply, subject to the terms and conditions contained in your Agreement. FES's 100% green energy product, "AllGreen", is a Renewable Energy Certificate ("REC") product and does not contain electricity. A REC represents the environmental benefits of 1 megawatt hour (MWh) of renewable energy that can be paired with electricity. Your REC purchase supports renewable electricity production in the region of generation. For every unit of renewable electricity generated, an equivalent amount of RECs is produced by purchasing and pairing RECs with your electricity service, you are using and receiving the benefits of that renewable electricity. Your REC purchase also helps build a market for renewable electricity. Increased demand for renewable electricity helps reduce conventional electricity generation in the region where the renewable electricity generator is located. It also has other local and global environmental benefits, which may include emitting little or no regional air pollution or carbon dioxide. For more information, see www.green-e.org/rec.

AllGreen RECs are verified and certified by Green-e Energy and meets the environmental and consumer-protection standards set forth by the nonprofit Center for Resource Solutions. FES is required to disclose the quantity, type and geographic source of each certificate. Green-e Energy also verifies that the renewable energy certificates are not sold more than once or claimed by more than one party. Please refer to the attached **Product Content Label** for this information.

Your **fixed green energy price** includes the cost of the AllGreen REC as well as your electricity and **will not change through the Length of Agreement**. Your EDU will bill you for total electric service including transmission, distribution, and your monthly green energy charge from FES. Your Agreement will start with your next available meter read date and will continue through the Length of the Agreement. Your actual meter read date is determined by your EDU.

The **average monthly electricity consumption** for a U.S. Residential utility customer is **867 kWh per month** while the average monthly electricity consumption for a U.S. Commercial utility customer is **6,143 kWh per month** [Source: EIA, 2017]. The following table provides you an **estimate** of your monthly green energy charge based on this usage. Your actual bill will vary based on your use of electricity. Per the terms and conditions of your Agreement, you may be charged a late fee of 1.5% of the total amount due if payment is not received by the due date.

Example Bill Calculation

Average Monthly Electricity Consumption (A)	867 kWh
Green Energy Price (B)	4.989 ¢/kWh
Monthly Green Energy Charge (A) x (B ÷ 100)	\$43.25

Green-e Energy requires companies to provide their customers with this notice of Price and Terms and Conditions of service. From the time you receive this, you have either 7 calendar days to change your mind about purchasing green energy. You may cancel your Agreement to purchase this product from FES by calling the customer service number or writing to the billing address listed below.

FirstEnergy Solutions
 341 White Pond Dr, B3, Akron, OH 44320
 1-888-254-6359 (Monday through Friday from 8:00 am – 5:00 pm EST)
firstchoice@fes.com
www.fes.com



For more information about Green-e Energy, write Green-e Energy, 1012 Torney Ave, 2nd Floor, San Francisco, CA 94129 or log onto www.green-e.org.

2019 ALLGREEN PROSPECTIVE PRODUCT CONTENT LABEL¹

AllGreen is sold in blocks of 1,000 kilowatt-hours (kWh) or matches 100% of your electricity usage. In 2019, AllGreen will be made up of the following new renewable resources averaged annually.

Green-e Energy Certified New ² Renewables in AllGreen 2019		Generation Location
Biomass	0%	
Geothermal	0%	
Low Impact Hydroelectric	0%	
Solar	0%	
Wind	100%	National
Total Green-e Energy Certified New Renewables	100%	

1. These figures reflect the renewables that we have contracted to provide. Actual figures may vary according to resource availability. We will annually report to you before August 1 of next year in the form of a Historic Product Content Label the actual resource mix of the electricity you purchased.

2. New Renewables come from generation facilities that first began commercial operation within the past 15 years.

For comparison, the current average mix of resources supplying the US includes: Natural Gas (32%), Coal (30%), Nuclear (20%), Renewable Non-hydroelectric (10%), Renewable Hydroelectric (7%), and Oil (1%). [Source: EIA, 2017].

The average home in the United States uses 867 kWh per month. [Source: EIA, 2017].

AllGreen is a Renewable Energy Certificate (REC) product and does not contain electricity. A REC represents the environmental benefits of 1 megawatt hour (MWh) of renewable energy that can be paired with electricity.

For more information, see www.green-e.org/rec or contact us at:

FirstEnergy Solutions
 341 White Pond Dr, B3, Akron, OH 44320
 1-888-254-6359 (Monday through Friday from 8:00 am – 5:00 pm EST)
firstchoice@fes.com
www.fes.com



AllGreen is Green-e Energy certified and meets the environmental and consumer-protection standards set forth by the nonprofit Center for Resource Solutions. Learn more at www.green-e.org.

Residential and Small Commercial - Terms and Conditions	
Governmental Aggregation Product	Fixed Price - AllGreen
Electric Distribution Utility ("EDU")	Duke Energy Ohio, Inc.
Price and Length of Agreement	4.989 ¢/kWh through your April 2023 meter read
Cancellation/Termination Fee	None

Governmental Aggregation Product	Fixed Price - AllGreen
Electric Distribution Utility ("EDU")	Duke Energy Ohio, Inc.
Price and Length of Agreement	4.989 ¢/kWh through your April 2023 meter read
Cancellation/Termination Fee	None

These Terms and Conditions apply to you because you are enrolling for electric generation service with FirstEnergy Solutions Corp. ("FES") through either (a) affirmative consent or (b) not opting out of your community 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.

FES 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, FES will supply the electric generation to your EDU based on your usage. Your EDU then distributes or delivers the electricity to you. FES sets the generation prices and charges that the customers pay. The PUCO regulates distribution prices and services. The Federal Energy Regulatory Commission ("FERC") 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* – Physical delivery of electricity to customers by the EDU.

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

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

Basic Service Prices: During the term of this Agreement, you agree to pay FES a price indicated in the table above for a total combined Transmission, Generation and Generation Related Charge ("Retail Electric Service"). 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 FES. In addition to FES' 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 FES will start on your next available meter read 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 FES 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 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, alters to the detriment of FES its costs to perform under this Agreement, you may receive a notification from FES. This notification will include a description of one or more of the situations described above. FES 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 FES 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, FES 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 FES offers you new terms or terminates this Agreement under this provision, you will not be responsible for the cancellation/termination fee (if any) set forth in the table above. You must still pay all FES charges through the date you are returned to your EDU or switched to another CRES provider for service.



Billing: You will continue to receive a single bill from your EDU that will contain both your EDU and FES charges. FES reserves the right to unilaterally modify this billing format in the event your EDU is unable or unwilling to provide consolidated billing in this format or changes the calculation of the PTC. If you do not pay your bill by the due date, FES 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 FES for any electricity used before this Agreement is cancelled, as well as any late payment charges. If you have 12 months of billing history and you are enrolled in budget billing with the EDU, you can enroll in a budget billing program once per year. At the end of the contract term, you are responsible for payment of any outstanding balance upon final contract true up. FES 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. Failure to pay electric utility charges may result in you being disconnected in accordance with your EDU's tariff.

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

Cancellation/Termination Provisions: You may terminate this Agreement, without penalty, if you move out of the EDU service territory or into an area where FES charges a different price. There may be a Cancellation/Termination Fee indicated in the table above if you terminate this Agreement for any other reason, except as expressly provided herein. Upon termination with FES and return to the standard service offer with your EDU, you may not be served under the same rates, terms, and conditions that apply to other EDU customers.

Customer Consent and Information Release Authorization: By choosing not to opt-out of your community's aggregation program, or to affirmatively join it, you understand and agree to the terms and conditions of this Agreement with FES. You authorize FES 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. FES reserves the sole right to determine if your credit standing is satisfactory before accepting your enrollment request. This Agreement shall be considered executed by FES following acceptance of your enrollment request by FES, the end of the 7-day rescission period, and subsequent acceptance of the enrollment by your EDU.

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 for your electric supply upon termination of this Agreement.

Dispute Procedures: Contact FES with any questions concerning the terms of service by phone at 1-888-254-6359 (toll-free) M-F 8:00 am to 5:00 pm EST or in writing at 341 White Pond Dr. B3, Attn: Contract Administration, Akron, OH 44320. Our web address is www.fes.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 PUCO for assistance at 1-800-686-7826 (toll free) M-F 8:00 am to 5:00 pm EST or at 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) M-F 8:00 am to 5:00 pm EST, or at www.pickocc.org.

Force Majeure Termination: FES will make commercially reasonable efforts to provide your electric service, but does not guarantee a continuous supply of electricity. Certain causes and events are out of FES' reasonable control ("Force Majeure Event(s)") and may result in interruptions in service. FES will not be liable for any such interruptions caused by a Force Majeure Event, including but not limited to, acts of God, war, civil disturbance, insurrection, terrorism, fire, flood, earthquake, acts of default of common carriers, strikes, boycotts, unforeseen maintenance, unforeseen shutdowns or deficiencies of sources of supply, inability to access the local distribution utility system, nonperformance by the EDU or other similar circumstances beyond FES' reasonable control.

Miscellaneous: You have the right to request from FES, twice within a 12-month period, up to 24 months of payment history, without charge. FES will not release your Social Security number and/or account number(s) without your written consent except for FES' collections and reporting, participating in programs funded by the universal service fund, pursuant to ORC section 4928.54, or assigning a customer's contract to another CRES provider. FES' environmental disclosure statement is available for viewing on our website www.fes.com. FES will make the required quarterly updates to the statement electronically on our website and will also provide the information upon request. FES may assign its rights to another CRES provider, including any successor, in accordance with the rules and regulations of the PUCO. FES 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. You are responsible for providing FES with accurate account information. If said information is incorrect, FES reserves the right to reprice the applicable account(s) or terminate the Agreement. FES 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 program.

Warranty: FES 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.

Green Energy Price Disclosure Statement

Product (Rate Structure)	Fixed Price - AllGreen
Percentage of Green Energy	100%
Competitive Retail Electric Supplier ("CRES")	FirstEnergy Solutions Corp. ("FES")
Electric Distribution Utility ("EDU")	Duke Energy Ohio, Inc.
Green Energy Price & Length of Agreement	4.989 ¢/kWh through your April 2023 meter read
Length of Agreement	Up to 36 Months
Cancellation/Termination Fee	None

FES provides you with Retail Electric Supply, subject to the terms and conditions contained in your Agreement. FES's 100% green energy product, "AllGreen", is a Renewable Energy Certificate ("REC") product and does not contain electricity. A REC represents the environmental benefits of 1 megawatt hour (MWh) of renewable energy that can be paired with electricity. Your REC purchase supports renewable electricity production in the region of generation. For every unit of renewable electricity generated, an equivalent amount of RECs is produced by purchasing and pairing RECs with your electricity service, you are using and receiving the benefits of that renewable electricity. Your REC purchase also helps build a market for renewable electricity. Increased demand for renewable electricity helps reduce conventional electricity generation in the region where the renewable electricity generator is located. It also has other local and global environmental benefits, which may include emitting little or no regional air pollution or carbon dioxide. For more information, see www.green-e.org/rec.

AllGreen RECs are verified and certified by Green-e Energy and meets the environmental and consumer-protection standards set forth by the nonprofit Center for Resource Solutions. FES is required to disclose the quantity, type and geographic source of each certificate. Green-e Energy also verifies that the renewable energy certificates are not sold more than once or claimed by more than one party. Please refer to the attached **Product Content Label** for this information.

Your **fixed green energy price** includes the cost of the AllGreen REC as well as your electricity and **will not change through the Length of Agreement**. Your EDU will bill you for total electric service including transmission, distribution, and your monthly green energy charge from FES. Your Agreement will start with your next available meter read date and will continue through the Length of the Agreement. Your actual meter read date is determined by your EDU.

The **average monthly electricity consumption** for a U.S. Residential utility customer is **867 kWh per month** while the average monthly electricity consumption for a U.S. Commercial utility customer is **6,143 kWh per month** [Source: EIA, 2017]. The following table provides you an **estimate** of your monthly green energy charge based on this usage. Your actual bill will vary based on your use of electricity. Per the terms and conditions of your Agreement, you may be charged a late fee of 1.5% of the total amount due if payment is not received by the due date.

Example Bill Calculation

Average Monthly Electricity Consumption (A)	6,143 kWh
Green Energy Price (B)	4.989 ¢/kWh
Monthly Green Energy Charge (A) x (B ÷ 100)	\$306.48

Green-e Energy requires companies to provide their customers with this notice of Price and Terms and Conditions of service. From the time you receive this, you have either 7 calendar days to change your mind about purchasing green energy. You may cancel your Agreement to purchase this product from FES by calling the customer service number or writing to the billing address listed below.

FirstEnergy Solutions
 341 White Pond Dr, B3, Akron, OH 44320
 1-888-254-6359 (Monday through Friday from 8:00 am – 5:00 pm EST)
firstchoice@fes.com
www.fes.com



For more information about Green-e Energy, write Green-e Energy, 1012 Torrey Ave, 2nd Floor, San Francisco, CA 94129 or log onto www.green-e.org.

2019 ALLGREEN PROSPECTIVE PRODUCT CONTENT LABEL¹

AllGreen is sold in blocks of 1,000 kilowatt-hours (kWh) or matches 100% of your electricity usage. In 2019, AllGreen will be made up of the following new renewable resources averaged annually.

Green-e Energy Certified New ² Renewables in AllGreen 2019		Generation Location
Biomass	0%	
Geothermal	0%	
Low Impact Hydroelectric	0%	
Solar	0%	
Wind	100%	National
Total Green-e Energy Certified New Renewables	100%	

1. These figures reflect the renewables that we have contracted to provide. Actual figures may vary according to resource availability. We will annually report to you before August 1 of next year in the form of a Historic Product Content Label the actual resource mix of the electricity you purchased.
2. New Renewables come from generation facilities that first began commercial operation within the past 15 years.

For comparison, the current average mix of resources supplying the US includes: Natural Gas (32%), Coal (30%), Nuclear (20%), Renewable Non-hydroelectric (10%), Renewable Hydroelectric (7%), and Oil (1%). [Source: EIA, 2017].

The average home in the United States uses 867 kWh per month. [Source: EIA, 2017].

AllGreen is a Renewable Energy Certificate (REC) product and does not contain electricity. A REC represents the environmental benefits of 1 megawatt hour (MWh) of renewable energy that can be paired with electricity.

For more information, see www.green-e.org/rec or contact us at:

FirstEnergy Solutions
 341 White Pond Dr, B3, Akron, OH 44320
 1-888-254-6359 (Monday through Friday from 8:00 am – 5:00 pm EST)
firstchoice@fes.com
www.fes.com



AllGreen is Green-e Energy certified and meets the environmental and consumer-protection standards set forth by the nonprofit Center for Resource Solutions. Learn more at www.green-e.org.

Village of Silverton Exhibit B-4 "Experience and Plans"

The Village of Silverton is well versed in negotiating, contracting and providing for common services to Village residents. Some examples of experience as a service provider are:

1. Police Service
2. Fire Service
3. Parks and Recreation
4. Public Works

The Mayor, Village Council and Village Staff routinely negotiate for services and supplies that benefit the residents of Silverton. However, due to the complexity of Governmental Aggregation, the Village has hired Independent Energy Consultants, Inc. to assist them in designing, implementing and maintaining the Program. Independent Energy Consultants are:

- Certified Electric Aggregators and Brokers #04-116(9) in the State of Ohio.
- Certified Natural Gas Aggregators and Brokers #04-078(9) in the State of Ohio.
- Licensed Agent/Broker/Consultant in the State of Illinois.
- Licensed Electric and Natural Gas Aggregators and Brokers #A-17 in the State of Virginia.
- Registered Aggregators #80252 in the State of Texas.

Independent Energy Consultants, Inc. has designed, implemented and administered numerous opt-in and opt-out Governmental Aggregation Programs in Ohio. Contact information for Independent Energy Consultants is:

Independent Energy Consultants, Inc.
215 W. Garfield Road Suite 210
Aurora, Ohio 44202
Phone: 330 995-2675
Fax: 800 574-4508
Email: info@naturalgas-electric.com
www.naturalgas-electric.com

Among other services, Independent Energy Consultants, Inc. will:

- Draft and assist in maintaining the Plan of Operation and Governance.
- Lead any required Public Hearings and attend Village Council meetings upon request.
- Assist the Village in the day-to-day administration of program (problem resolution, press releases, PUCO compliance, supplier liaison, contract review, etc.).
- Design and issue the Request for Proposal, analyze supplier responses and provide recommendations for the supply agreement.
- Review customer data provided by Duke Energy that would serve as the basis for an Opt-Out Notice.

Village of Silverton Exhibit B-4 "Experience and Plans"

- Write/prepare reports on a quarterly/annual basis to the Village, PUCO, and the Ohio Consumers' Counsel.

The Village of Silverton will not take title to electricity, issue bills, read meters or staff a call center for complaints. Those functions will be provided by Duke Energy and the selected CRES supplier as detailed in Section 7 of its Plan of Operations and Governance. The Village will comply with its responsibilities as a Governmental Aggregator (ORC 4928.20) and will respond to questions concerning the Aggregation Program.

This foregoing document was electronically filed with the Public Utilities

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Case No(s). 14-2294-EL-GAG

Summary: Application for certification renewal as a Governmental Aggregator of Electricity.
electronically filed by Andrew M Burns on behalf of Village of Silverton