

December 13, 2021

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

RE: Electric Governmental Aggregator Certification Renewal Application for the City of Findlay (Case Number 11-5946-EL-GAG).

Attached please find the renewal application for certification as a Governmental Aggregator of Electric for the City of Findlay.

Independent Energy Consultants, Inc. is providing aggregation consulting services to the City of Findlay and is filing this application 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.

Sincerely,



Andrew Burns
Governmental Aggregation Manager

Attachments



Public Utilities Commission

Competitive Retail Electric Service (CRES)
Governmental Aggregator Application

Case Number: 11 - 5946 -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: City of Findlay
Street Address: 318 Dorney Plaza
City: Findlay State: OH Zip: 45840
Telephone: 419-424-7137 Website: findlayohio.com

A-2. Contact person for regulatory matters.

Name: Andrew Burns, Govt. Agg Manager, Independent Energy Consultants
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
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



Date

Service-Safety Director

Title

Competitive Retail Electric Service Affidavit

County of Hancock :

State of Ohio :

Rob Martin, Service-Safety Director

, 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.

 Service Safety Director
Signature of Affiant & Title

Sworn and subscribed before me this 18th day of November, 2021
Month Year


Signature of official administering oath

Kathy Launder, Notary Public
Print Name and Title

My commission expires on 11/29/2024



ORDINANCE NO. 2011-090

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 CITY OF FINDLAY AND DECLARING AN EMERGENCY.

WHEREAS, on November 8, 2011, Findlay residents voted in favor of the City having the authority to aggregate the retail electric loads located in the City 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 City 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 City of Findlay, State of Ohio, two-thirds (2/3) of all members elected thereto concurring:


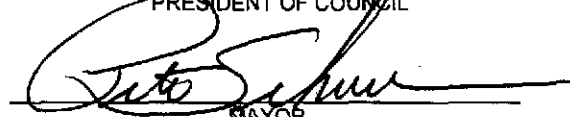
SECTION 1: That the City Council of Findlay acknowledges the affirmative vote of the electorate on November 8, 2011, thereby granting authority to the City of Findlay to establish an electric aggregation program.

SECTION 2: That this Council hereby adopts the City of Findlay Plan of Operation and Governance, (attached hereto and incorporated herein by reference as Exhibit A) for the implementation and administration of the City'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 City, 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.

WHEREFORE, this Ordinance shall take effect and be in force from and after its passage and approval by the Mayor.


PRESIDENT OF COUNCIL

MAYOR

PASSED December 6, 2011

ATTEST Denise DeVore
CLERK OF COUNCIL

APPROVED December 6, 2011

I, Clerk of Council, Findlay, Ohio do hereby certify that the foregoing legislation was duly published in The Courier, a newspaper of general circulation in the City of Findlay, Ohio, in the issues of December 10, 2011 and December 17, 2011.

Denise DeVore
Clerk of Council

CITY OF FINDLAY ELECTRIC AGGREGATION PROGRAM

Plan of Operation and Governance

For additional information contact:
Andrew Burns, Governmental Aggregation 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 City of Findlay ("the City") 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 City passed the necessary ordinance to place the issue of Opt-out Governmental Aggregation of electricity on the 11/8/2011 ballot. The ballot issue subsequently passed by a wide margin. The City 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 City's Aggregation Program ("Program") seeks to aggregate the retail electric loads of consumers located in the City to negotiate the best rates for the generation supply of electric power. With a City population of approximately 41,000 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 (Ohio Power) 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 City'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 City will not buy and resell the power to the Program Members. Instead, the City 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 City 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 City 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 Ohio Power that would serve as the basis for an Opt-Out Notice
- Write/prepare reports on a quarterly/annual basis to the City, 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 City 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 Ohio Power 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 Ohio Power'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 City 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 City limits. Once offers are found a table similar to the one shown below will be populated to reflect the offer rates.

Ohio Power Rate Schedule	Findlay Program Offer March 2021 – March 2024
RS – Residential Service	\$0.04861/kWh
GS – General Service	\$0.04861/kWh
Other	

2.2 Charges

Neither the City 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.

Ohio Power 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 Ohio Power 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 City. 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 City 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 City shall order the eligible customer list from Ohio Power. Ohio Power shall turn over the list to the City 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 City'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 City 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 Ohio Power's customer list. The notice will contain the City's name and logo to clearly indicate to the recipient that it is a notice from the City.

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 City, 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 City'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 City 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:

- Ohio Power will query their customer database using best efforts to capture all accounts within the City limits.
- The City's consultant working with the CRES supplier, available City resources and publicly available material shall screen out customers who are not located within the City 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, City maps, internet maps, county parcel mapping databases, and geographical information systems (GIS).
- Ineligible accounts will be screened out based on codes provided in the Ohio Power 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 Ohio Power along with a request to furnish that data.
- 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 City 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 Ohio Power until the person chooses an alternative supplier.

When a successful supply offer is found the City shall order the eligible customer list from Ohio Power. Ohio Power shall turn over the list to the City 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 City's receipt of the data to mail the Opt-Out Notices to all eligible Members receiving an offer.

The selected CRES supplier and the City 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 Ohio Power's customer list. A City official will sign the notice and it will contain the City's name and logo on the outside to clearly indicate to the recipient that it is a notice from the City.

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 City, 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 City'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 City 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 Ohio Power stating that they are about to be switched. That notice will inform them that they have 7 days to rescind the contract by contacting Ohio Power; 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 Ohio Power within the City 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 Ohio Power;
- Customers must not be in the Percentage of Income Payment Program (PIPP);
- Commercial Customers must have a Peak Demand of <199 kW; and
- Commercial Customers must not have interval metering.
- Customers must not be classified as mercantile.
- 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 City will utilize the coordinated billing services of Ohio Power and the selected CRES supplier. Most customers are expected to receive a single bill from Ohio Power 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 Ohio Power would issue a bill for their delivery services.

Members currently on budget billing will continue to be budget billed. Ohio Power's process will remain the same. Members wishing to start budget billing should contact Ohio Power. The process will take place in accordance with Ohio Power's policy and is not unique to the City's Program. Ohio Power'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 Ohio Power 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 ½ percent per month for overdue balances owed to the selected Supplier.

8. Credit/Deposit Requirements

Collection and credit procedures remain the responsibility of Ohio Power, the selected Supplier and the individual Member. Members are required to remit and comply with the payment terms of Ohio Power. This Program will not be responsible for late or no payment on the part of any of its Members. The City 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 Ohio Power, questions regarding the Program administration should go to the City, billing questions should be directed to Ohio Power or the selected supplier and any unresolved disputes should be directed to the

City of Findlay Exhibit B-2 "Operation and Governance Plan"

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	Ohio Power	1-800-672-2231
Service turn on/off	Ohio Power	1-800-672-2231
Billing disputes – Delivery charges	Ohio Power	1-800-672-2231
Billing disputes – Supplier charges	Constellation	1-833-930-3162
Joining/Leaving Program	Constellation	1-833-930-3162
Aggregation Program questions	City of Findlay Independent Energy Consultants	419-424-7117 1-888-862-6060
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 City

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 Findlay's aggregation program.

Residents and businesses that move into the City will not be automatically included in the City's Program. The City 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 City 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 City limits and are assigned a new account number by Ohio Power 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 City 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 City 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 City 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 Ohio Power. 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 Findlay. These customers may contact the City 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. Ohio Power will continue to deliver power through their transmission and distribution systems. Responsibility for maintaining system reliability continues to rest with Ohio Power. If Members have service reliability problems they should contact Ohio Power 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, Ohio Power 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 Member's needs, Ohio Power will immediately provide for the shortfall. Ohio Power 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 Ohio Power 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 Ohio Power to support Governmental Aggregation Program transactions.
- Agree to hold harmless the City from any financial obligations arising from the Program.
- The selected CRES supplier will need to agree to notify the City and negotiate with the City 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.
- The City shall review the creditworthiness of the selected CRNGS supplier. Should the City have concerns about the CRNGS 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

City of Findlay Exhibit B-2 "Operation and Governance Plan"

- 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 City 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 City rules for copying public documents.

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

The success of the City's Aggregation Program relies in part to the cooperation it receives from Ohio Power. In addition to other tasks, Ohio Power must turn over accurate customer data and perform the customer switching process in a timely manner. The City will comply with PUCO rules, and will hold Ohio Power 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 City aggregation program would either return to Ohio Power supply service or choose a CRES supplier on their own.

If the City 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.



Welcome to the City of Findlay Electric Aggregation Program.

DO NOT DISCARD:

Important Notice Regarding Your Electric Service



Sample Customer
Sample Address
Sample City, OH 0000

This notification is in regards to your electric service at:

Sample Address
Sample City, OH 0000

January 14, 2021

Dear Sample Customer,

In November of 2011, City of Findlay voters authorized the creation of an electric aggregation program. Constellation NewEnergy, Inc. ("Constellation") is serving as the supplier in the new program term. The program offers electricity at a fixed rate of \$0.04861 per kWh starting with your March 2021 meter read, subject to enrollment by the Utility, and shall remain in effect through your March 2024 meter read.

You're Automatically Enrolled

There is no cost to enroll. Enrollment is automatic, but participation is voluntary. You may opt-out of this program without penalty at any time for any reason by providing notice to Constellation (see instructions below). If you choose to opt-out, you will be served by the standard service offer of AEP Ohio (the "Utility") or until you choose an alternative supplier of electric service. If you switch back to the Utility, you may not be served under the same rates, terms, and conditions that apply to other customers served by the Utility. Please see the enclosed FAQs and Terms and Conditions for full details regarding the program.

How To Opt-Out

The program is under the ongoing jurisdiction of the PUCO. If you return to utility supply after the beginning of the aggregation program, you will pay the Utility's market price of power plus its costs for alternative energy resources, unless you are exempt from those costs or you move and the utility considers you to be a new customer. If you do not want to be automatically enrolled in the aggregation program, please respond with one of the options below by February 4, 2021:

- 1. **Mail:** Return the form below in the pre-addressed stamped envelope
- 2. **Phone:** Call Constellation at 833-930-3162
- 3. **Web:** Visit www.constellation.com/oh-findlay

We look forward to providing this program.
Sincerely,

City of Findlay

Kevin Klages
SVP Mass Markets
Constellation

To learn more:



Visit us online at constellation.com/oh-findlay



Call 833-930-3162
24 hours a day, 365 days a year

The fixed rate offered does not include taxes, utility distribution or other fees, charges or credits. The General Terms and Conditions govern your participation in the Program. Please do not contact the community. If you have additional questions about this offer, contact Constellation. xxxxxxxx-xxxx-xxxx-xxxxxxxxxxxx

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Sample Customer
Sample Address
Sample City, OH 0000



Constellation
An Exelon Company

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

Phone Number ☐ Cell ☐ Work ☐ Home

Opt-Out Code

Service Address:

Sample Address
Sample City, OH 0000

AEP Ohio Account Number

Signature

Date

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

The City of Findlay, Hancock County, Ohio ("Municipality"), pursuant to the aggregation authority conferred upon it by electorate vote, which passed by a majority vote on November 8, 2011 and ordinance establishing the program, selected Constellation NewEnergy, Inc. ("Seller") to supply the aggregation and to administer enrollments as described below. You, the account holder (also referred to as "Buyer") for the eligible account associated with the service address referenced on the letter accompanying these Electricity Purchase and Sale Terms and Conditions (the "Account"), and Seller agree to the following terms and conditions. Seller and Buyer (individually referred to as "Party" and collectively as "Parties") agree to the following Electricity Purchase and Sale Terms and Conditions ("Agreement"), as of February 5, 2021 (the "Effective Date").

1. Opt-Out Enrollment: Enrollment is automatic for those who are eligible, but participation is voluntary. **IF YOU DO NOT WISH TO PARTICIPATE, YOU MUST OPT-OUT BY (1) DETACHING AND RETURNING THE OPT OUT CARD ATTACHED TO THE ENROLLMENT NOTICE POSTMARKED NO LATER THAN February 4, 2021, (2) BY CALLING 833-930-3162 BY February 4, 2021 OR (3) BY OPTING-OUT ON SELLER'S WEBSITE AT www.constellation.com/oh-findlay.** If you choose to opt-out, you will be served by the standard service offer of AEP-OP (the "Utility") or until you choose an alternative supplier of electric service.

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

3. Term and Renewal: This Agreement shall become binding on the Effective Date, provided however, the obligation of Seller to sell and schedule electricity for delivery to Buyer and the obligation of Buyer to purchase, take and pay for electricity is contingent upon: (a) eligibility of Buyer and the Accounts, (b) successful enrollment by the Utility, and (c) passage of the Rescission Period without effective cancellation by Buyer. Successful enrollment by the Utility is dependent upon (i) the eligibility of the Accounts, as set forth above and as determined by the Utility, to take from a retail electric supplier and (ii) the accuracy and completeness of any information submitted by Buyer and the Municipality. Service will commence on meter read dates in March 2021, subject to enrollment by the Utility, and shall remain in effect through the March 2024 meter read ("Initial Term"), unless terminated pursuant to the terms of this Agreement. In the event ineligibility is not ascertained until after service commences, Seller shall provide notice of the same to Buyer and return Buyer to the Utility. Buyer shall have the opportunity to opt-out of the Aggregation at least every three years without penalty.

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

5. Price: For each billing cycle of Initial Term, Buyer shall pay a Fixed Rate of \$0.04861 per kWh, multiplied by the billing cycle usage for the Accounts. The Parties acknowledge that the Municipality hired a third party intermediary ("Broker") for this transaction and a per kWh Broker fee has been included in the Fixed Rate. Buyer will also incur delivery and other additional service charges from the Utility. Switching fees may apply when service is established with Seller, but Buyer will not be charged separately by Seller for a switching fee.

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

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

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

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

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

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

12. Questions, Complaints and Concerns: Buyer may contact Seller 24 hours per day, 7 days per week at 833-930-3162. Seller's mailing address is 1716 Lawrence Drive, DePere, WI 54115, and its website is www.constellation.com. Seller will attempt to resolve all customer complaints in a timely manner and will respond to all complaints within 3 business days of receipt. If Buyer's complaint is not resolved after Buyer has called Seller and/or the Utility, or for general utility information, residential and business customers may contact the PUCO for assistance at 1-800-686-7826 (toll-free) from 8a.m. to 5p.m. weekdays, or at www.PUCO.ohio.gov. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-5622 (toll free) from 8 a.m. to 5 p.m. weekdays, or at www.pickocc.org.

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

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

Electric Aggregation Opt-Out Frequently Asked Questions

Q: What is aggregation?

A: Under governmental aggregation, local officials bring the community together for group purchasing power. The community benefits by receiving competitively-priced electric from a retail supplier certified by the Public Utilities Commission of Ohio.

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

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

Q: How do I enroll?

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

Q: Who is eligible for the aggregation program?

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

Q: Who is not eligible?

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

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

Q: Are the rates fixed or variable?

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

Q: When will I see my new rate?

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

Q: Who will bill me for electricity?

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

Q: Can I still have my payment automatically deducted from my checking account as I do now? **A:** Yes. How you pay your electric bill will not change.

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

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

Q: What if I have already selected another supplier?

A: Based on the records provided by the utility, we assumed you are not with another supplier. However, if you recently signed up with a new supplier, carefully review the terms and conditions of that agreement before proceeding as your ability to terminate early with that supplier may be restricted.

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

A: No, there is no early termination fee.

Q: Who do I contact if I have additional questions about this offer?

A: If you have additional questions about the program, please contact Constellation.

City of Findlay Exhibit B-4 "Experience and Plans"

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

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

The City Administration routinely negotiate for services and supplies that benefit the residents of Findlay. However, due to the complexity of Governmental Aggregation, the City 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 Council meetings upon request.
- Assist the City 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 the local utility that would serve as the basis for an Opt-Out Notice.

City of Findlay Exhibit B-4 "Experience and Plans"

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

The City of Findlay will not take title to electricity, issue bills, read meters or staff a call center for complaints. Those functions will be provided by the local utility and the selected CRES supplier as detailed in Section 7 of its Plan of Operations and Governance. The City 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
Commission of Ohio Docketing Information System on**

12/13/2021 3:06:37 PM

in

Case No(s). 11-5946-EL-GAG

Summary: Application for certification renewal as a governmental aggregator of
Electricity. electronically filed by Andrew M. Burns on behalf of City of Findlay