

May 3, 2022

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

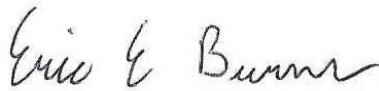
**RE: Electric Governmental Aggregator Certification Renewal Application for  
Lexington Township (Case 10-0829-EL-GAG)**

Attached please find the application for certification renewal as a Governmental Aggregator of Electricity for Lexington Township. Please file in case 10-0829-EL-GAG.

Independent Energy Consultants, Inc. is providing aggregation consulting services to Lexington Township 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 [eburns@naturalgas-electric.com](mailto:eburns@naturalgas-electric.com).

Thank you for your assistance.



Eric Burns  
Director, Aggregation & Sales

Attachments



## Public Utilities Commission

Competitive Retail Electric Service (CRES)  
Governmental Aggregator Application

Case Number: 10 - 829 - 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: Lexington Township  
Street Address: 14555 Gaskill Dr NE  
City: Alliance State: OH Zip: 44601  
Telephone: 330-823-7627 Website: lexingtontwpstarkco.com

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

Name: Eric Burns  
Street Address: 215 W Garfield Rd, STE 210  
City: Aurora State: OH Zip: 44202  
Telephone: 330-995-2675 Email: eburns@naturalgas-electric.com

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

Name: Eric Burns  
Street Address: 215 W Garfield Rd, STE 210  
City: Aurora State: OH Zip: 44202  
Telephone: 330-995-2675 Email: eburns@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

**Trustee President**  
\_\_\_\_\_

Title



# **Competitive Retail Electric Service Affidavit**

County of Stark :

State of Ohio :

James Matthews, Affiant, being duly sworn/affirmed, hereby states that:

1. The information provided within the certification or certification renewal application and supporting information is complete, true, and accurate to the best knowledge of affiant, and that it will amend its application while it is pending if any substantial changes occur regarding the information provided.
2. The applicant will timely file an annual report of its intrastate gross receipts, gross earnings, and sales of kilowatt-hours of electricity pursuant to Sections 4905.10(A), 4911.18(A), and 4928.06(F), Ohio Revised Code.
3. The applicant will timely pay any assessment made pursuant to Sections 4905.10, 4911.18, and 4928.06(F), Ohio Revised Code.
4. The applicant will comply with all applicable rules and orders adopted by the Public Utilities Commission of Ohio pursuant to Title 49, Ohio Revised Code.
5. The applicant will cooperate fully with the Public Utilities Commission of Ohio, and its Staff on any utility matter including the investigation of any consumer complaint regarding any service offered or provided by the applicant.
6. The applicant will fully comply with Section 4928.09, Ohio Revised Code regarding consent to the jurisdiction of Ohio Courts and the service of process.
7. The applicant will comply with all state and/or federal rules and regulations concerning consumer protection, the environment, and advertising/promotions.
8. The applicant will use its best efforts to verify that any entity with whom it has a contractual relationship to purchase power is in compliance with all applicable licensing requirements of the Federal Energy Regulatory Commission and the Public Utilities Commission of Ohio.
9. The applicant will cooperate fully with the Public Utilities Commission of Ohio, the electric distribution companies, the regional transmission entities, and other electric suppliers in the event of an emergency condition that may jeopardize the safety and reliability of the electric service in accordance with the emergency plans and other procedures as may be determined appropriate by the Commission.
10. If applicable to the service(s) the applicant will provide, it will adhere to the reliability standards of (1) the North American Electric Reliability Council (NERC), (2) the appropriate regional reliability council(s), and (3) the Public Utilities Commission of Ohio.
11. The Applicant will inform the Public Utilities Commission of Ohio of any material change to the information supplied in the application within 30 days of such material change, including any change in contact person for regulatory purposes or contact person for Staff use in investigating consumer complaints.

12. The facts set forth above are true and accurate to the best of his/her knowledge, information, and belief and that he/she expects said applicant to be able to prove the same at any hearing hereof.

13. Affiant further sayeth naught.

[Signature]  
Signature of Affiant & Title

Sworn and subscribed before me this 26 day of April, 2022  
Month Year

Jaime Lee Raber  
Signature of official administering oath

Jaime Raber, Notary  
Print Name and Title

My commission expires on 10-04-2026



Jaime Lee Raber  
Notary Public, State of Ohio  
My Commission Expires 10-04-2026

Resolution No. 06-10-100

**RESOLUTION OF THE BOARD OF TOWNSHIP TRUSTEES**  
**OF LEXINGTON TOWNSHIP, STARK COUNTY, OHIO**  
(Electrical Aggregation - Plan of Operations and Governance)

This date, June 9, 2010, Mr. MATHEWS, Trustee, moved the adoption of the following Resolution:

**WHEREAS**, on May 4, 2010, Lexington Township electors voted in favor of the Township having the authority to aggregate electric loads located in the Township and to enter into service agreements to facilitate for those loads the sale and purchase of electricity, pursuant to R.C. Section 4928.20; and

**WHEREAS**, after the passage of the ballot issue, the Board of Trustees held two public hearings as required by R.C. Section 4928.20(C) to explain customer rights in an "opt-out" aggregation program and to adopt a Plan of Operations and Governance for its electric governmental aggregation program.

**NOW THEREFORE**, it is hereby **RESOLVED** by the Trustees that:

1. The Trustees acknowledge the affirmative vote of the electorate on May 4, 2010, thereby granting authority to the Township to establish an electric aggregation program.
2. The Board hereby adopts the Lexington Township Electric Aggregation Program Plan of Operations and Governance, attached hereto and incorporate herein by reference as Exhibit A, for the implementation and administration of the Township's electric aggregation program, in accordance with R.C. Section 4928.20(C).

Mr. PAULI seconded the motion and, thereupon, the votes in favor of the Resolution were recorded and are reflected by the signatures hereto. Adopted by the Board of Township Trustees of Lexington Township, Stark County, Ohio.

Date: June 9, 2010.

Edward W. Moffett - Yes  
Edward Moffett, Trustee

James Mathews - Yes  
James Mathews, President  
Michael Pauli - Yes  
Michael Pauli, Trustee

**CERTIFICATE**

I, Michele Monnette, Fiscal Officer of Lexington Township, Stark County, Ohio, in whose custody and control the files and records of the Board of said Township are required by the laws of the state of Ohio to be kept, do hereby certify that the foregoing is taken and copied from the original Resolution now on file, and that the foregoing has been compared by me with said original Resolution, and that the same is a true and correct copy thereof.

Attested this date, June 9th, 2010.

Michele Monnette  
Michele Monnette, Fiscal Officer

# LEXINGTON TOWNSHIP ELECTRIC AGGREGATION PROGRAM

## Plan of Operation and Governance

For additional information contact:  
Eric Burns, Director, Aggregation & Sales  
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 Township of Lexington ("the Township") 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 Township passed the necessary resolution to place the issue of Opt-out Governmental Aggregation of electricity on the 5/4/2010 ballot. The ballot issue subsequently passed. The Township 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 Township's Aggregation Program ("Program") seeks to aggregate the retail electric loads of consumers located in the Township to negotiate the best rates for the generation supply of electric power. With a Township population of approximately 5,600 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 Edison) 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 Township'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 Township will not buy and resell the power to the Program Members. Instead, the Township 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 Township 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 Trustee meetings
- Assist the Township in the day-to-day administration of the program (problem resolution, press releases, PUCO compliance, supplier liaison, contract review, etc.)

## Lexington Township Exhibit B-2 “Operation and Governance Plan”

- Administer the Request for Proposal process, analyze supplier responses and provide recommendations for the supply agreement
- Review customer data provided by Ohio Edison that would serve as the basis for an Opt-Out Notice
- Write/prepare reports on a quarterly/annual basis to the Township, 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 Township 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 Edison 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 Edison’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 Township Trustees, 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 Township limits. Once offers are found a table similar to the one shown below will be populated to reflect the offer rates.

<b>Ohio Edison Rate Schedule</b>	<b>CRES Supplier Offer</b>
RS – Residential Service	6% discount through September 2023
GS – General Service	4% discount through September 2023
Other	

### 2.2 Charges

Neither the Township 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 Edison 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 Edison 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 Township. 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 Township 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 Township shall order the eligible customer list from Ohio Edison. Ohio Edison shall turn over the list to the Township 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 Township's receipt of the data to mail the Opt-Out Notices to all eligible Members receiving an offer.

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 Edison's customer list. The notice will contain the Township's name and logo to clearly indicate to the recipient that it is a notice from the Township.

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 Township, 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 Township'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 Township 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 Edison will query their customer database using best efforts to capture all accounts within the Township limits.
- The Township's consultant working with the CRES supplier, available Township resources and publicly available material shall screen out customers who are not located within the Township 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, Township 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 Edison 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 Edison 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 Township 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 Edison until the person chooses an alternative supplier.

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

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

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 Township, 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 Township'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 Township 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 Edison 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 Edison; 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 Edison within the Township 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 Edison;
- Customers must not be in the Percentage of Income Payment Program (PIPP);
- Commercial Customers must have a Peak Demand of  $\leq 399$  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 Township will utilize the coordinated billing services of Ohio Edison and the selected CRES supplier. Most customers are expected to receive a single bill from Ohio Edison 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 Edison would issue a bill for their delivery services.

Members currently on budget billing will continue to be budget billed. Ohio Edison's process will remain the same. Members wishing to start budget billing should contact Ohio Edison. The process will take place in accordance with Ohio Edison's policy and is not unique to the Township's Program. Ohio Edison'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 Edison 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 Edison, the selected Supplier and the individual Member. Members are required to remit and comply with the payment terms of Ohio Edison. This Program will not be responsible for late or no payment on the part of any of its Members. The Township 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 Edison, questions regarding the Program administration should go to the Township, billing questions should be directed to Ohio Edison 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.

<b>Nature of Complaint</b>	<b>Contact</b>	<b>Phone Number</b>
Service interruptions or emergencies	Ohio Edison	1-888-544-4877
Service turn on/off	Ohio Edison	1-800-633-4766
Billing disputes – Delivery charges	Ohio Edison	1-800-633-4766
Billing disputes – Supplier charges	Energy Harbor	1-866-636-3749
Joining/Leaving Program	Energy Harbor	1-866-636-3749
Aggregation Program questions	Township of Lexington Independent Energy Consultants	330-823-7627 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 Township**

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 Lexington's aggregation program.

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

## Lexington Township 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 Township 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 Township rules for copying public documents.

The Township will not materially alter this Plan of Operation and Governance without first notifying its Members.

The Township or the selected CRES supplier will not issue an opt-out notice before the Township has obtained its certification as a Governmental Aggregator of electricity from the Public Utilities Commission of Ohio.

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

If the Township 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.

July 7, 2021

**Lexington Township**

Stark County, Ohio

**Lexington Township****Community Electric Aggregation Notification****Dear Resident or Small Business,**

Welcome to your community's electric aggregation program. In May 2010, members of your community voted in favor of government aggregation, a program authorizing your local officials to purchase electricity from an electric generation supplier certified by the Public Utilities Commission of Ohio. Your community has selected Energy Harbor to be your electric service provider.

**How You Benefit**

By participating in the aggregation program, you will receive the following exclusive pricing through: **September 2023**

	Your Electric Utility	Variable Price	Current Term End*	Early Termination Fee
<b>Residential</b>	Ohio Edison	6% off Price to Compare	September 2022	None
<b>Small Business</b>	Ohio Edison	4% off Price to Compare	September 2022	None

**Same Reliable Service**

You will continue to receive a single, easy-to-read bill from your local electric utility with your Energy Harbor charges included. There is no cost for enrollment, you will not be charged a switching fee, and **you do not need to do anything to participate.**

**Opt Out Information**

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

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

**Opt Out Deadline**

July 28, 2021

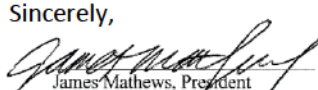
\*Per Ohio law, you will be presented with the opportunity to opt out at least every 3 years. At the end of your current term, you'll receive a new notice extending your exclusive pricing. You may opt out again, rejoin, or remain in the program.

**Enrollment Information**

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

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

Sincerely,


  
James Mathews, President


  
Michael Paul, Vice President


  
Daniel Moore, Trustee
**Lexington Township Local Officials**



## Community Electric Aggregation Program FAQs v.12.20

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

Under government aggregation, local officials bring citizens together to gain group buying power for the purchase of competitively priced electricity from a retail electric generation supplier certified by the Public Utilities Commission of Ohio (PUCO). Residents voted to allow the community to contract with an electric generation supplier on their behalf. Your community has selected Energy Harbor to provide you with exclusive pricing on your electric generation.

### Who is Energy Harbor?

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

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

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

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

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

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

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

### What does it mean to opt out?

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

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

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

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

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

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

If you opt out or leave the program at a later date you will be returned to your utility's standard service offer and might not be served under the same rates, terms, or conditions that apply to other customers served by the electric utility. You may also shop for an alternative generation supplier. A list of competitive electric suppliers certified by the PUCO and their current prices are available by calling 1-800-686-PUCO (7826).

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

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

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

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

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

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

### What is the toll-free number for questions?

If you have any other questions, please call 1-866-636-3749, Monday through Friday, 8 am to 5 pm.

**Lexington Township OPT OUT REPLY FORM****Option 1: Do Nothing to Join****OR****Option 2: Opt Out by: July 28, 2021****MAIL TO:** Community Electric Aggregation Opt-Out c/o Energy Harbor, 168 E Market St, Akron, Ohio 44308

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

**Mail**

Return This Form

**Phone**

1-866-636-3749

**Web**[energyharbor.com/opt-out](http://energyharbor.com/opt-out)



Residential and Small Commercial – Electric Terms and Conditions	
Governmental Aggregation Product	<b>Variable Price - % Off the Price to Compare</b>
Electric Distribution Utility ("EDU")	<b>Ohio Edison Company</b>
Price and Length of Agreement	<b>6% off your EDU Price to Compare ("PTC") through your September 2022 meter read</b>
Cancellation/Termination Fee	<b>None</b>

These Terms and Conditions apply to you because you are enrolling for electric generation service with Energy Harbor LLC ("Energy Harbor") through either (a) affirmative consent or (b) not opting out of your community aggregation program. If you enroll by affirmative consent, these Terms and Conditions and the enrollment information on the website are your Agreement ("Agreement"). If you choose to remain in the community aggregation program by not "opting-out" or exercising the right of rescission, these Terms and Conditions and your opt-out notification are your Agreement. Please keep a copy of this Agreement for your records.

Energy Harbor is certified by the Public Utilities Commission of Ohio ("PUCO") to offer and supply electric generation services in Ohio. As a Competitive Retail Electric Service ("CRES") provider, Energy Harbor will supply the electric generation to your EDU based on your usage. Your EDU then distributes or delivers the electricity to you. Energy Harbor sets the generation prices and charges that the customers pay. The PUCO regulates distribution prices and services. The Federal Energy Regulatory Commission ("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 Energy Harbor, 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. Energy Harbor 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 Energy Harbor 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 Energy Harbor. If your product in the table above is a % Off PTC product, your monthly price per kWh will vary because the EDU's PTC may change based on any changes made by the EDU in its calculations. In addition to Energy Harbor's charges, you will be charged by your EDU for distribution and various other charges. Your price may also include a fee assessed by a broker or agent representing your community.

**Length of Agreement:** As a part of your community's program, your Retail Electric Service from Energy Harbor will 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 Energy Harbor and your community for the aggregation program. Should the program be terminated, you will be returned to your EDU's standard service offer or its successor. In the event that (1) the PUCO approves or implements a phase-in credit for generation and/or transmission charges of the EDU or takes any other action which affects the PTC or otherwise does not allow the EDU to reflect the full cost to procure generation and transmission in the PTC or other regulatory action; or (2) there is any change in any statute, rule, regulation, order, law, or tariff promulgated by any court, governmental authority, utility, Independent System Operator ("ISO"), Regional Transmission Organization ("RTO") or other service provider, or any change in operating procedure, which alters to the detriment of Energy Harbor its costs to perform under this Agreement, you may receive a notification from Energy Harbor. This notification will include a description of one or more of the situations described above. Energy Harbor may offer you new Terms and Conditions. You must indicate your affirmative consent to the new Terms and Conditions as specified in the notices. If you do not contact Energy Harbor to accept the new terms, this Agreement will terminate on the date specified in the notices, and you may be returned to your EDU for Retail Electric Service. Alternatively, Energy Harbor may decide to terminate this Agreement, and you will receive prior written notice of the termination, after which you may be returned to your EDU for Retail Electric Service. Whether Energy Harbor offers you new terms or terminates this Agreement under this provision, you will not be responsible for the cancellation/termination fee (if any) set forth in the table above. You must still pay all Energy Harbor charges through the date you are returned to your EDU or switched to another CRES provider for service.

**Billing:** You will continue to receive a single bill from your EDU that will contain both your EDU and Energy Harbor charges. Energy Harbor 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, Energy Harbor may cancel this Agreement after giving you a minimum of fourteen (14) days written notice. Upon cancellation you will be returned to your EDU as a customer. You will remain responsible to pay Energy Harbor for any electricity used before this Agreement is cancelled, as well as any late payment charges. If 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. Energy Harbor reserves the right to adjust your monthly budget amount prior to final contract true up. If you enroll in budget billing, then choose not to be in the program or if you become two consecutive monthly payments overdue, you will be removed from budget billing, your account will be reconciled, and you will be billed for the outstanding budget balance on your next billing cycle. 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 Energy Harbor by the due date of the bill, Energy Harbor 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 Energy Harbor 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 Energy Harbor 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 Energy Harbor. You authorize Energy Harbor to obtain information from the EDU that includes, but is not limited to: billing history, payment history, historical and future electricity usage, meter readings, and characteristics of electricity service. Energy Harbor reserves the sole right to determine if your credit standing is satisfactory before accepting your enrollment request. This Agreement shall be considered executed by Energy Harbor following acceptance of your enrollment request by Energy Harbor, the end of the 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 Energy Harbor 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 Energy Harbor, Attn: Contract Administration, 168 East Market St, Akron, OH 44308. Our web address is [www.energyharbor.com](http://www.energyharbor.com). If your complaint is not resolved after you have called your electric supplier and/or your electric utility, or for general utility information, residential and business customers may contact the 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](http://www.puco.ohio.gov). Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio Relay Service). The Ohio Consumers' Counsel ("OCC") represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) M-F 8:00 am to 5:00 pm EST, or at [www.pickocc.org](http://www.pickocc.org).

**Force Majeure Termination:** Energy Harbor 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 Energy Harbor's reasonable control ("Force Majeure Event(s)") and may result in interruptions in service. Energy Harbor 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 Energy Harbor's reasonable control.

**Miscellaneous:** You have the right to request from Energy Harbor, twice within a 12-month period, up to 24 months of payment history, without charge. Energy Harbor will not release your Social Security number and/or account number(s) without your written consent except for Energy Harbor's 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. Energy Harbor's environmental disclosure statement is available for viewing on our website [www.energyharbor.com](http://www.energyharbor.com). Energy Harbor will make the required quarterly updates to the statement electronically on our website and will also provide the information upon request. Energy Harbor may assign its rights to another CRES provider, including any successor, in accordance with the rules and regulations of the PUCO. Energy Harbor assumes no responsibility or liability for the following items that are the responsibility of the EDU: operation and maintenance of the EDU's electrical system, any interruption of service, termination of service, or deterioration of the EDU's service. In the event of a power outage, you should contact your local EDU. You are responsible for providing Energy Harbor with accurate account information. If said information is incorrect, Energy Harbor reserves the right to reprice the applicable account(s) or terminate the Agreement. Energy Harbor reserves the right to return any customer to the EDU if the customer's rate code is changed and the account is no longer eligible for this program.

**Warranty:** Energy Harbor warrants title and the right to all electricity sold hereunder. THE WARRANTIES SET FORTH IN THIS PARAGRAPH ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

## Lexington Township Exhibit B-4 "Experience and Plans"

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

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

The Administrator, Trustees and Township Staff routinely negotiate for services and supplies that benefit the residents of Lexington Township. However, due to the complexity of Governmental Aggregation, the Township has hired Independent Energy Consultants, Inc. (February 23, 2010) 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 Electric and Natural Gas Aggregators and Brokers #A-17 in the State of Virginia.
- Registered Aggregators #80252 in the State of Texas.
- Licensed Agent/Broker/Consultant in the State of Illinois.

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](mailto:info@naturalgas-electric.com)  
[www.naturalgas-electric.com](http://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 Trustee meetings upon request.
- Assist the Township 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.



#### Lexington Township Exhibit B-4 "Experience and Plans"

- Review customer data provided by the local utility (Ohio Edison) that would serve as the basis for an Opt-Out Notice.
- Write/prepare reports on a quarterly/annual basis to the Township, PUCO, and the Ohio Consumers' Counsel.

Lexington Township will not take title to electricity, issue bills, read meters or staff a call center for complaints. Those functions will be provided by Ohio Edison and the selected CRES supplier as detailed in Section 7 of its Plan of Operation and Governance. The Township 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**

**5/3/2022 11:40:31 AM**

**in**

**Case No(s). 10-0829-EL-GAG**

Summary: Application Renewal Application for certification renewal as a governmental aggregator of electric. Electronically filed by Eric E Burns on behalf of Lexington Township. electronically filed by Mr. Eric E. Burns on behalf of Lexington Township