



Public Utilities Commission

Competitive Retail Electric Service (CRES)
Governmental Aggregator Application

Case Number: 13 0494 -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 Troy
Street Address: 100 South Market Street
City: Troy State: OH Zip: 45373
Telephone: 937-335-1725 Website: www.troyohio.gov

A-2. Contact person for regulatory matters.

Name: Mark R. Frye
Street Address: 5577 Airport Highway, Suite 101
City: Toledo State: OH Zip: 43615
Telephone: 419-539-9180 Email: mfrye@palmerenergy.com

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

Name: Mark R. Frye
Street Address: 5577 Airport Highway, Suite 101
City: Toledo State: OH Zip: 43615
Telephone: 419-539-9180 Email: mfrye@palmerenergy.com

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

Street Address: 5577 Airport Highway, Suite 101
City: Toledo State: OH Zip: 43615
Toll-free
Telephone: 419-539-9180 Email: mfrye@palmerenergy.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.

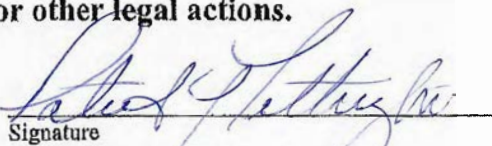
B-3. Opt-out disclosure notice.

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

2/7/23
Date

Director of Public
Service and Safety
Title

Competitive Retail Electric Service Affidavit

County of Ohio :

State of Miami :

Patrick E.J. Tetterington, 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 of Affiant & Title

Sworn and subscribed before me this 7th day of February, 2023
Month Year


Signature of official administering oath
JULIE LYNN MORRISON

Julie Lynn Morrison, Notary
Print Name and Title



JULIE LYNN MORRISON
Notary Public
State of Ohio
My Comm. Expires
December 19, 2026

My commission expires on 12/19/2026

City of Troy

Exhibit B-1

Authorizing

Ordinance/Resolution

Electric Program

RESOLUTION No. R-34-2011

Ordinance 344, 11/11

RESOLUTION AUTHORIZING ALL ACTIONS NECESSARY TO EFFECT A GOVERNMENTAL ELECTRICITY AGGREGATION PROGRAM WITH OPT-OUT PROVISIONS PURSUANT TO SECTION 4928.20 OF THE OHIO REVISED CODE, DIRECTING THE MIAMI COUNTY BOARD OF ELECTIONS TO SUBMIT A BALLOT QUESTION TO THE ELECTORS AND DECLARING AN EMERGENCY

WHEREAS, the Ohio legislature has enacted electric deregulation legislation which authorizes the legislative authorities of townships, counties and cities, to aggregate the retail electrical loads located within the respective jurisdictions and to enter into service agreements to facilitate for those loads the purchase and sale of electricity; and

WHEREAS, governmental aggregations provide an opportunity for residential and small business consumers to participate collectively in the potential benefits of electricity deregulation through lower electricity rates which would not otherwise be available to those electricity customers individually; and

WHEREAS, the City of Troy seeks to establish a governmental aggregation program with opt-out provisions pursuant to Section 4928.20 of the Ohio Revised Code for the residents, businesses and other electric consumers in the City.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Troy, Ohio as follows:

SECTION I. BEST INTERESTS OF THE CITY: The Council for the City of Troy has concluded that it is in the best interests of the City, its residents and businesses located within the corporate limits of the City of establish this aggregation program in the City.

SECTION II. APPROVAL BY THE ELECTORATE: The aggregation program must be approved by the electors of the City of Troy pursuant to Section 3 of this Resolution. Upon approval by the electorate, the City of Troy is hereby authorized to automatically aggregate, in accord with Section 4928.20 of the Ohio Revised Code, the retail electric loads (customers) located within the City and enter into service agreements to facilitate for those loads the purchase and sale of electricity. The City may exercise such authority jointly with any other municipal corporation, township, or county or other political subdivision of the State of Ohio.

SECTION III. BALLOT LANGUAGE: The Board of Elections of Miami County is hereby directed to submit the following question to the electors of the City of Troy at the general election on November 8, 2011:

Shall the City Council of Troy, Ohio have the authority to aggregate the retail electric customers located in the City, and for that purpose, enter into service agreements to facilitate for those customers the sale and purchase of electricity, conversion to the aggregation program will occur automatically unless the customers choose to opt out of the program.

Exhibit A-2
Authorizing Ordinance

The Clerk of Council of the City of Troy is instructed to immediately file a certified copy of this resolution and the proposed form of the ballot question with the Miami County Board of Elections not less than seventy-five days prior to the general election. The aggregation program shall not take effect unless approved by a majority of the electors voting upon this resolution and the aggregation program provided for herein at the election held pursuant to this Section 3 and Section 4929.20 of the Ohio Revised Code.

SECTION IV. PROCEDURE AFTER AN AFFIRMATIVE VOTE; HEARINGS AND NOTICE OF HEARINGS; OPT-OUT RIGHTS: Upon approval of a majority of the electors voting at the general election provided for in Section 3 of this Resolution, the Troy City Council, individually or jointly with any other political subdivision, may develop a plan of operation for the aggregation program. Before adopting this plan, the Troy City Council shall hold at least two public hearings on the plan.

Notice of the hearings shall be published once a week for two consecutive weeks in a newspaper of general circulation in the City prior to the first hearing. The notice will summarize the plan and state the date, time and place of each hearing. No plan adopted by the Troy City Council shall aggregate the electric loan of any electric loan center within the City unless it, in advance, clearly disclosed to the person owning, occupying, controlling or using the loan center that the person will be enrolled automatically in the Aggregation Program and will remain so enrolled unless the person affirmatively elects, by a stated procedure, not to be enrolled. The disclosure shall state prominently the rates, charges, and other terms and conditions of enrollment. The stated procedure shall allow any person enrolled in the Aggregation Program the opportunity to opt-out of the program at the least once every three years without paying a switching fee. Any person that opts out of the Aggregation Program pursuant to the state procedure shall default to the standard service offer provided under division (a) of Section 4929.38 of the Ohio Revised Code until the person chooses an alternative supplier.

SECTION V. It is hereby found and determined that all formal actions of the Troy City Council concerning and relating to the passage of this resolution were adopted in an open meeting of the Troy City Council and that the deliberations of this Troy City Council and any of its committees that resulted in such formal actions were in meetings open to the public in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION VI: That this Resolution is declared to be an emergency measure for the immediate preservation of the public peace, health and safety of the City of Troy, Ohio and for the further reason to timely place the matter on the November 2011 ballot, NOW WHEREFORE, this Resolution shall be effective immediately upon its adoption and approval by the Mayor.

Adopted: August 1, 2011

Martha A. Baker
President of Council

Approved: August 1, 2011

Attest: Sue G. Knight
Clerk of Council

Michael L. Beamish
Mayor

City of Troy

Exhibit B-2

Operation and

Governance Plan

Electric Program

City of Troy Electric Power Aggregation Plan of Operation and Governance

January 25, 2013

City of Troy Exhibit A-3 "Operation and Governance Plan"

**City of Troy
Electric Power Aggregation
Plan of Operation and Governance**

I. INTRODUCTION

Amended Substitute Senate Bill 3 ("S.B. 3") opened Ohio's retail electric market as of January 1, 2001. S.B. 3 authorizes customer choice in the selection of suppliers of retail electric generation and declares electric generation service, aggregation service, power marketing, and power brokering as competitive retail electric services. The legislation gave the Public Utilities Commission of Ohio ("PUCO") authority to adopt rules regarding the development of a competitive retail electric market in Ohio and authority to promulgate rules on governmental aggregation.

Large industrial and commercial consumers with sophisticated electric operations use their size and expertise to obtain lower electric power rates. Individual residential and small commercial consumers are typically unable to obtain significant price reductions since they lack the bargaining power, expertise and the economies of scale enjoyed by larger consumers. Aggregation, the combining of multiple electric loads, provides the benefits of retail electric competition for consumers with lower electric demands.

Government aggregation, the combining of multiple electric loads by a municipality, provides the means through which Troy residential consumers and small commercial consumers may obtain the economic benefits of Ohio's competitive retail electric market. The Troy Aggregation Program combines the electric loads of residential and small commercial customers with annual loads of less than 700,000 kWh to form a buying group ("Aggregation Group"). The City of Troy will act as Purchasing Agent for the Aggregation Group. This means that Troy will be a Governmental Aggregator, as defined by Ohio law and the rules established by the PUCO, and shall act on behalf of Dayton Power & Light (DP&L) customers in the City to obtain the best electric generation rate for consumers who participate in the Aggregation Group.

II. DEFINITIONS

In order to clarify certain terminology, the following terms shall have the meanings set forth below:

City of Troy Exhibit A-3 "Operation and Governance Plan"

"Aggregation Program" means the program developed by the City of Troy, as a Government Aggregator under Section 4928.20 Ohio Revised Code, to provide DP&L customers in the City with retail electric generation services.

"Government Aggregator" means the City and its legislative authority acting as an aggregator for the provision of a competitive retail electric service under the authority conferred under Section 4928.20 of the Ohio Revised Code.

"Member" means a person enrolled in the Troy government Aggregation Group for competitive retail electric services.

"Provider" ("Provider") means an entity certified by the Public Utilities Commission of Ohio ("PUCO") to provide competitive retail electric service(s), and which is chosen by the City to be the entity responsible to provide the required service related to "Government Aggregation" as defined in Section 4928.20 of the Ohio Revised Code and applicable provisions of the rules of the PUCO.

"Competitive Retail Electric Service" ("CRES") means a component of electric retail service that is deemed competitive pursuant to the Ohio Revised Code or pursuant to an order of the PUCO.

III. PROCESS

On November 8, 2011, Troy voters approved the development of a form of government electric aggregation known as "opt-out" aggregation. Under the opt-out program, all DP&L residential and commercial customers with annual loads less than 700,000 kWh that are located in the City are automatically included as participants in the program unless they opt-out of the program by providing written notice of their intention not to participate. As required by state law, City Council passed an Ordinance, which authorized submitting the selection of opt-out aggregation to the City's voters.

In addition to obtaining necessary City Council approvals, the City is also required to comply with various PUCO regulations. The City will file an application with the PUCO for certification as a Governmental Aggregator as soon as the City Council Approves the Plan, on or about February 20, 2013. As required by the regulations, the City developed this Aggregation Plan of Operation and Governance ("Plan"). On February 4, 2013 and February 8, 2013, the City advertised the Public hearing dates to discuss the Plan in The Troy Daily News, a newspaper of general circulation in the City. As required by the PUCO's regulations, two educational hearings were conducted on February 12, 2013. The Opt-out notice for the City's Program will be sent to all eligible electric customers in the City upon approval of this Plan and subsequently the successful conclusion of the RFP to set forth the rates, terms and conditions of the

City of Troy Exhibit A-3 "Operation and Governance Plan"

program, and giving 21 days to opt out of the Program. The chosen Provider will be responsible for sending out the notice and administering the Opt-Out process.

After the two public educational hearings, the Plan was adopted by the City at a Council Meeting on February 19, 2013.

Due to the complexity of the deregulation of the electric utility industry, the City has entered into a contract with Summit Energy Services, Inc. ("Summit"), a Schneider Electric company. Summit is a PUCO certified broker and aggregator of natural gas and electricity. Among other things, Summit 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 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 DP&L that would serve as the basis for an opt-out notice
- Assist the City in completing and filing the annual report required by PUCO for government aggregators
- Coordinate and assist with the preparation and filing of the required aggregation certification documents (bi-annually)
- Provide aggregated quarterly savings analysis for residents and small commercial customers included in the Aggregation Group

Through the efforts of its consultant, Summit, the City will seek proposals from CRES providers. The request for proposals shall require the suppliers to offer a generation charge for firm, full-requirements supply. CRES Providers will be asked to provide both a fixed price bid and a % Discount to DP&L's otherwise applicable generation rate bid. After the conclusion of the Request for Proposal, the prices to be charged to the Aggregation Group in the Program will be set by the Troy City Council after negotiations with the selected CRES Provider. Members will then 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 with the option to opt-out of the Program within a 21 day period.

IV. OPERATIONAL PLAN:

A. Aggregation Services

City of Troy Exhibit A-3 "Operation and Governance Plan"

- 1. Provider:** Troy, through their consultant Summit Energy Services, will issue an RFP to select a CRES Provider to perform and manage aggregation services for its Members. The Provider shall provide adequate, accurate, and understandable pricing terms and conditions of service, including any switching fees and the conditions under which a Member may rescind a contract without penalty. The Provider must provide the City, if requested, an electronic file containing the Members' usage, and charges. The Provider must have a local Troy phone number or a toll free number for Members to call.
- 2. Database:** The Provider will build and maintain a database of all Members. The database will include the name, address, Dayton Power & Light account number, and the Provider's account number of the Member, and other pertinent information such as rate code, rider code (if applicable), most recent 12 months of usage and demand, and meter read cycle. This database will be updated at least quarterly. Accordingly, the Provider will develop a process to be implemented that will be able to accommodate at a minimum Members who (i) leave the program due to relocation, opting out, etc. (ii) decide to enter the Program; (iii) relocate within the City, and (iv) move into the City and desire to enter the Program. This database shall also be capable of eliminating PIPP customers from the Program, should that be necessary, and those who have opted out. The Provider will use this database to perform bill audits for clerical and mathematical accuracy of Member bills.
- 3. Member Education:** Summit Energy Services will develop, with the assistance of the City, an educational program that generally explains the Aggregation Program to Members, provides updates and disclosures mandated by Ohio law and PUCO rules, and will implement with the chosen Provider a process to deal with allowing any person enrolled in the Aggregation Program the opportunity to opt out of the program at least every three years, without paying a switching fee to the City or the Provider. See Appendix A for a detailed description of the Education Process.
- 4. Customer Service:** The Provider will develop and administer a customer service process, that, at a minimum, will be able to accommodate (i) Member inquiries and complaints about billing; and (ii) answer questions regarding the program in general. This process will include at a minimum a description of how telephone inquiries will be handled, either internally or externally, how invoices will be prepared, how remittance of payment will be dealt with, and how collections for delinquent accounts will be addressed. See Appendix B for a detailed description of the Customer Service Plan.
- 5. Billing:** Troy will use the Provider, or its designated agent, to provide billing services to each Member for the Competitive Retail Electric Services, with no additional administrative fee. At this time, Dayton Power & Light (DP&L) will

City of Troy Exhibit A-3 "Operation and Governance Plan"

render the billing statement, which should be consistent with all applicable guidelines issued by the PUCO. As this market develops, Troy may, at its option and in consultation with the Provider, change this function to the Provider or a billing agency.

6. **Compliance Process:** Summit, with the assistance of The Provider, will develop internal controls and processes to ensure that the City remains in good standing as a Government Aggregator that complies with all laws, rules and regulations surrounding the same, as they may be amended from time to time. It will be the responsibility of Summit and The Provider to deliver periodic reports that will include at a minimum (i) the number of Members participating in the Program; and (ii) a savings estimate or increase from the previous year's baseline. Summit and The Provider will also develop a process to monitor and provide notification of any changes in laws, rules or regulations.
7. **Notification to Dayton Power & Light:** The City's DP&L consumers that do not opt-out of the City's Aggregation Group will be enrolled automatically in the Aggregation Program. Participants in the City's Aggregation Group will not be asked to take other affirmative steps in order to be included in the Aggregation Group. To the extent that DP&L requires notification of participation, the City and Summit will coordinate with the Provider to provide such notice to DP&L. The Provider will inform DP&L of any individuals who may have been permitted to join the Aggregation Group after the expiration of the enrollment period.

B. Power Supply Agreement

The Power Supply Agreement will allow the Provider to serve the City's Government Aggregation Group. Under the Agreement, the initial term for power supply to Members will be for three years from the beginning of service.

C. Troy's Provider

The City, with the assistance of Summit, will ensure the Provider selected through the RFP satisfies each of the following requirements:

- Has sufficient sources of power to provide retail firm power to the residents of Troy
- Is a licensed Federal Power Marketer with the Federal Energy Regulatory Commission
- Is certified as a CRES by the PUCO.
- Is registered as a generation supplier with DP&L.
- Has a Service Agreement for Network Integration Transmission Service under DP&L's Open Access Transmission Tariff.

City of Troy Exhibit A-3 "Operation and Governance Plan"

- Has the corporate structure to sell retail firm power to the DP&L customers in the City.
- Its Electronic Data Interchange computer network is fully functional and capable of handling the DP&L retail electric customers in Troy.
- Has the marketing ability to reach all DP&L retail electric customers to educate them on the City's Aggregation Program.
- Has a call center capable of handling the City's Aggregation Group customer calls.
- Has a toll-free number as required by the PUCO for customer service and complaints related to the City's aggregation program.
- Will hold the City financially harmless from any financial obligations arising from supplying power to the DP&L retail electric customers in the City.
- Satisfies the State of Ohio's, DP&L's and the City's credit requirements.
- Will execute the Power Supply Agreement.
- Will provide assistance, if needed, by Summit and the City in filing the annual reports required by the PUCO and Section 4805.10(A), Section 4911.18(A) and Section 4928.06(F) of the Ohio Revised Code.

D. Activation of Service

After a notice is sent out to all electric customers in the City providing 21 days to opt out of the Program, all customers who do not opt out will be automatically enrolled in the Program. Generation service activation will occur thereafter without consumer action beginning on the customer's normal meter read date within the month when power deliveries begin under the Aggregation Program.

E. Changes, Extension or Renewal of Service

The initial term of the Agreement for power supply service will provide service for three years beginning upon activation of service. If the Agreement is extended or renewed, Members will be notified as required by law and the rules of the PUCO as to any change in rates or service conditions. At least every three years all DP&L customers in the City will be given an opportunity to opt into or out of the Program, and reasonable notice will be provided as required by law and PUCO rules. Participants will also be notified of their right to select an alternate generation supplier and of their ability to return to DP&L's Standard Service Offer.

F. Termination of Service

In the event that the Power Supply Agreement is terminated prior to the end of the term, each individual Member of the Aggregation Group will receive written notification of the termination of the Program at least sixty (60) days prior to termination of service.

City of Troy Exhibit A-3 "Operation and Governance Plan"

If the Agreement is not extended or renewed, Members will be notified as required by law and the CRES rules of the PUCO in advance of the end of service. Members will also be notified of their right to select an alternate generation supplier and of their ability to return to DP&L's Standard Service Offer upon termination.

G. Opt-In Procedures

DP&L customers will be automatically enrolled in the Program after a 21 day opt out period, unless they return the form to be provided, notifying the Provider that they do not want to participate. DP&L consumers in the City may request to join the Aggregation Group after the expiration of the enrollment period by contacting the Provider, who shall determine whether to accept them into the Program, and at what rate, subject to written policies mutually agreed upon by the City and the Provider. The agreed upon policy shall be consistent with DP&L's service activation requirements. Aggregation Group participants who move from one location to another within the corporate limits of the City shall retain their participant status.

H. Opt-out Procedures

DP&L consumers may opt-out of the City's Aggregation Group at any time during the opt-out period without additional fees charged by the Provider or the City. Aggregation Group participants who switch to a different generation supplier after the expiration of the Opt-out period will be allowed to do so in correlation with the consumer's next scheduled meter read date but maybe charged a switching fee as negotiated between the City and the Provider to be billed on their final bill from the Provider. Switching to a different generation supplier on the next meter read date, however, will occur when the next meter read date is twelve (12) business days or more from the date of the consumer's notice of intent to opt-out of the Aggregation Group. Notification of intent to opt-out of the Aggregation Group may be made by contacting the Provider by telephone or in writing. Consumers who opt-out of the Aggregation Group will default to DP&L's Standard Service Offer, until the consumer selects an alternate generation supplier.

I. Rates

The generation pricing will be determined through a competitive RFP process. Summit, on behalf of the city, will solicit both fixed price and discount to tariff based pricing from eligible Providers operating within DP&L's service territory. Upon completion of the RFP and analysis of the bids, Summit will make a recommendation to Troy's City Council for approval.

All residential accounts and business accounts with annual usage less than 700,000 will be included in the supply agreement unless they choose to opt-out within the 21 day opt-out period.

City of Troy Exhibit A-3 "Operation and Governance Plan"

J. Universal Service and Low Income Customer Assistance

The Ohio Department of Development (ODOD), under the electric restructuring law, will provide one-stop shopping for low-income assistance programs. There are five low income assistance programs: 1) Percentage of Income Payment Plan (PIPP); 2) the Home Energy Assistance Program; 3) the Home Weatherization Assistance Program; 4) the Ohio Energy Credit Program; and 5) the Targeted Energy Efficiency and Weatherization Program. Ohio law allows the Director of the Ohio Department of Development to aggregate consumers that participate in PIPP and to competitively auction the generation supply for PIPP customers. Accordingly, PIPP customers may be included in the State's PIPP customer aggregation. Therefore, PIPP customers will not be included in the City's aggregation Program.

V. MISCELLANEOUS GOVERNANCE GUIDELINES

- A. City Council shall approve through Resolution or Ordinance the Plan of Operation and Governance for the Aggregation program and any Amendments thereto.
- B. The City shall contract with only Providers certified by the Public Utilities Commission of Ohio for the provision of Competitive Retail Electric Service to the Aggregation Program Members.
- C. The City will require any Provider to disclose any subcontractors that it uses in fulfillment of the services described above.
- D. The City will require the Provider to maintain either a toll free telephone number, or a telephone number that is local to City residents who are Members.
- E. All costs of the Aggregation Program development/administration will be paid either through the general fund and/or through the inclusion of a percentage adder that will be added to Member bills.

VI. LIABILITY

THE CITY SHALL NOT BE LIABLE TO PARTICIPANTS IN THE AGGREGATION GROUP FOR ANY CLAIMS, HOWEVER STYLED, ARISING OUT OF THE AGGREGATION PROGRAM OR THE PROVISION OF AGGREGATION SERVICES BY THE CITY OR THE PROVIDER. PARTICIPANTS IN THE AGGREGATION GROUP SHALL ASSERT ANY SUCH CLAIMS SOLELY AGAINST THE PROVIDER PURSUANT TO THE POWER SUPPLY AGREEMENT, UNDER WHICH SUCH PARTICIPANTS ARE EXPRESS THIRDPARTY BENEFICIARIES.

VII. INFORMATION AND COMPLAINT NUMBERS

City of Troy Exhibit A-3 "Operation and Governance Plan"

Copies of this Plan are available from the City of Troy free of charge. Call Troy City Hall at 937-335-1725 for a copy or for more information.

Any electric customer, including any participant in the City's Aggregation Program, may contact the Public Utilities Commission of Ohio (PUCO) for information, or to make a complaint against the Program, the Provider or DP&L. The PUCO may be reached toll free at 1-800-686-7826.

City of Troy Exhibit A-3 "Operation and Governance Plan"

May 21, 2013

Dear City of Troy Resident,

City of Troy is providing you the opportunity to join other residents to save money on the electricity you use. Savings are possible through governmental aggregation, where City officials bring together citizens to gain group buying power for the purchase of electricity from a Provider certified by the Public Utilities Commission of Ohio. City of Troy voters approved this program in November 2009.

After researching competitive electricity pricing options for you, we have chosen [insert selected CRES] to provide you with savings on your electric generation through July 2016. There is no cost for enrollment and you will not be charged a switching fee. You do not need to do anything to participate.

As a member of this aggregation, you [detail pricing compared against Price to Compare]. Your Price to Compare is essentially the price you pay for electric generation from the utility and consists of generation and transmission related components, which are the costs associated with generating the power and delivering it through the transmission system.

To estimate what your savings per kilowatt-hour (KWH) will be through this program, locate your Price to Compare on your electric bill. [Detail how to estimate savings, ex. Divide your Price to Compare by 100, then multiply by 0.06 (6%) to determine your savings per KWH. Multiply that number by your total monthly usage]. The final number is how much you can expect to save each month you use the same amount of electricity.

You will see your electric savings from [insert selected CRES] after your enrollment has been completed and your switch has been finalized – approximately 30 - 45 days, depending upon your meter read date. Of course, you are not obligated to participate in the City of Troy's electric governmental aggregation program. If you wish to be excluded from the program and remain a full-service customer of your local electric utility – Dayton Power & Light – you have until June 25, 2013 to return the attached "opt-out" form. If you do not opt out at this time, you will receive a notice at least every three years asking if you wish to remain in the program. If you leave the program at any other time, you could be subject to a [insert cancellation fee from CRES contract] cancellation fee from [insert selected CRES] – and you might not be served under the same rates, terms and conditions that apply to other customers served by Dayton Power & Light.

After you become a participant in this governmental aggregation program, Dayton Power & Light will send you a letter confirming your selection of [insert selected CRES] as your electric generation provider. As required by law, this letter will inform you of your option to cancel your contract with [insert selected CRES] within seven days of its postmark. To remain in the City's governmental aggregation program, you don't need to take any action when this letter arrives.

Dayton Power & Light will continue to maintain the system that delivers power to your home – no new poles or wires will be built by FirstEnergy Solutions. You will continue to receive a single, easy-to-read bill from your local electric utility with your FirstEnergy Solutions charges included. The only thing you'll notice is savings.

If you have any questions, please call [insert selected CRES] toll-free at [insert toll free or local number], Monday through Friday, 8 a.m. to 5 p.m. Please do not call the City of Troy with aggregation program questions.

Sincerely,

City of Troy

P.S. To receive these savings, you should not respond. Return the opt-out form only if you do not want to participate in the City's electric governmental aggregation program.

Option 1: Do nothing and save. If you want to participate in this program and save, you do not need to return this form. Your enrollment is automatic.	OR	Option 2: Opt out by returning this form. If you do not want to participate in this program, you must return this form before the due date.
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City of Troy Exhibit A-3 "Operation and Governance Plan"

By returning this signed form, you will be **EXCLUDED** from the opportunity to join with other residents in the City of Troy's Electric Governmental Aggregation Program.

Service Address (City, State, and ZIP): _____

Phone Number: _____

Account holder's signature: _____ Date: _____

Mail by June 23, 2013 to Troy Electric Governmental Aggregation Program, [address]

City of Troy Exhibit A-3 "Operation and Governance Plan"

Appendix B --- Customer Service Plan

A. Member Access:

1. The Provider shall ensure Members reasonable access to its service representatives to make inquiries and complaints, discuss charges on Member bills, and transact any other business.
2. Telephone access shall be toll free and afford Members prompt answer times during normal business hours. The Provider will setup and maintain the toll free number.
3. Provider shall provide a 24-hour automated telephone message instructing callers to report any service interruptions or electrical emergencies to Dayton Power & Light.

B. Member Complaints:

1. Provider shall investigate Member complaints (including Member complaints referred by Dayton Power & Light) and provide a status report within five calendar days following receipt of the complaint to:
 - a. The consumer, when the complaint is made directly to the Provider; or
 - b. The consumer and The Public Utilities Commission of Ohio Staff ("Commission Staff"), when a complaint is referred to the Provider by the Commission Staff.
2. If an investigation is not completed within 14 calendar days, the Provider shall provide status reports to the consumer and the City, or if applicable, to the consumer, the City and the Commission Staff. Such status reports shall be provided at five-day intervals until the investigation is complete, unless the action that must be taken will require more than five days and the Member has been so notified.
3. The Provider shall inform the consumer, the City and Commission Staff, of the results of the investigation, orally or in writing, no later than five calendar days after completion of the investigation. The consumer, the City, or Commission Staff may request the report in writing.
4. If a residential consumer disputes the Provider's report, the Provider shall inform the consumer that the Commission Staff is available to help resolve informal complaints. The Provider shall provide the consumer with the current address, local/toll free telephone numbers, and TDD/TTY telephone numbers of the Commission's consumer services department.

City of Troy Exhibit A-3 "Operation and Governance Plan"

5. The Provider shall retain records of Member complaints, investigations, and complaint resolutions for one year after the occurrence of such complaints, and shall provide such records to the commission staff within five calendar days of request.
6. The Provider shall make good faith efforts to resolve disputes.

C. Member Billing and Payments

1. The Provider shall arrange for Dayton Power & Light or its agent to bill Members for such services according to a tariff approved by the commission. Residential Member bills issued by or for the Provider shall be accurate and understandable, be rendered at intervals consistent with those of Dayton Power & Light, and contain sufficient information for Members to compute and compare the total cost of competitive retail electric service (s). Such bills shall also include:
 - a. The Member's name, billing address, service address, the Member's EDU account number, and if applicable, the Provider's account number;
 - b. The dates of service covered by the bill, an itemization of each type of competitive service covered by the bill, any related billing components, the charge for each type of service, and any other information the Member would need to recalculate the bill for accuracy;
 - c. The applicable billing determinants, including beginning meter reading, ending meter reading(s), demand meter reading(s), multipliers, consumption(s), and demands;
 - d. For Member-generators with net metering contracts, a statement of the net metered generation;
 - e. The unit price per kWh charged for competitive service, as calculated by dividing current-period competitive service charges by the current-period consumption;
 - f. An identification of the provider of each service appearing on the bill;
 - g. The amount billed for the current period, any unpaid amounts due from previous periods, any payments or credits applied to the Member's account during the current period, any late payment charges or gross and net charges, if applicable, and the total amount due and payable.
2. The due date for payment to keep the account current. Such due date shall be no less than:
 - a. Fourteen days after the postmark date on the bill for residential Member; and Twenty-one days after the postmark date on the bill for nonresidential Members;
 - b. Current balance of the account, if a residential Member is billed according to a budget plan;
 - c. Options and instructions on how Members may make their payments;

City of Troy Exhibit A-3 "Operation and Governance Plan"

- d. For each provider whose charges appear on the bill, a listing of the provider's toll-free telephone number and address for Member billing questions or complaints;
 - e. A listing of the toll-free consumer assistance telephone numbers and available hours for applicable state agencies, such as the commission, the Ohio Consumers' Counsel, and the Ohio Attorney General's office;
 - f. The Dayton Power & Light 24-hour local/toll-free telephone number for reporting service emergencies;
 - g. Identification of estimated bills or bills not based upon actual end-of-period meter readings for the period; and
 - h. An explanation of any codes and abbreviations used.
- 3. If applicable, the Provider will, upon request, provide Members with the name and street address/location of the nearest payment center and/or authorized payment agent.
 - 4. If applicable, when a Member pays the bill at a payment center or to an authorized payment agent, such payment shall be credited to the Member's account as of the day such payment center or agent receives it.
 - 5. The City and The Provider shall establish policies and procedures for handling billing disputes and requests for payment arrangements.
- D. Collections for delinquent accounts:**
- 1. Collections for delinquent accounts shall be the responsibility of the Provider or its agent.
 - 2. The City shall approve the Collections process utilized by the Provider.
 - 3. Failure of Members to pay charges for Competitive Retail Electric Services may result in loss of those products and service; and
 - 4. Failure to pay charges for Competitive Retail Electric Services may result in cancellation of the Member's contract with the Provider, and return the Member to Dayton Power & Light's Standard Offer.

City of Troy Exhibit A-3 "Operation and Governance Plan"

Appendix A -- Education Process

Summit, with the assistance of the Provider once selected, will develop the educational program in conjunction with the City. Its purpose will be to explain the aggregation program to its members, provide updates and disclosures as mandated by State law and the rules of the PUCO, and provide the opportunity for the members to opt out of the program. The following are the program components:

1. Each residence within the limits of the City will receive via U.S. Mail notification of: what government aggregation means, their membership in the government aggregation program, the procedure which must be followed in order to opt out of the program, the price that they can expect to receive as a member of the program, and the deadline for returning the opt out form. See the attached sample letter.
2. Summit will work with the City to provide opportunities for educating residents in the City about the Program and consumer rights under the law, PUCO rules and this Program.
3. Summit and the selected Provider will provide updates and disclosures as mandated by State law and rules of the PUCO.
4. The opt-out opportunity will be provided to the members of the program at least every three years. Should conditions, suppliers, price, or any other component of the program change within the three-year period, participants will be given a notice of their opportunity to opt out of, or into the program.

City of Troy

Exhibit B-3

**Automatic Aggregation
Disclosure**

Opt – Out Notice

Electric Program

Feb 19 - Mar 11, 2021

City of Troy

Community Electric Aggregation Notification

Dear Resident or Small Business,

Welcome to your community's electric aggregation program. In November 2011, members of your community voted in favor of government aggregation, a program authorizing your local officials to purchase electricity from an electric generation supplier certified by the Public Utilities Commission of Ohio. Your community has selected Energy Harbor to be your electric service provider.

How You Benefit

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

	Your Electric Utility	Fixed	Term End	Early Termination Fee
Residential	Dayton Power & Light	4.49 cents per kWh	April 2023	None
Small Business	Dayton Power & Light	4.49 cents per kWh	April 2023	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. If your residential account is on a budget billing plan with your electric utility, and meet Energy Harbor's minimum eligibility requirements, you will continue to receive that service (see FAQs)¹. 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

Opt Out Deadline
Mar 12 - Apr 1, 2021

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,

City of Troy

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 price?

The price you will receive each month does not change.

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.

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).

¹As part of the aggregation, will Energy Harbor continue or allow me to begin to budget bill my supplier charges?

Yes. 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. In AEP Ohio and DP&L service areas, budget billing will automatically be provided to eligible residents who currently have budget billing with their utility and at least 10 months of historical usage at their current service address. If you have less than 10 months of usage, you will still receive the community exclusive pricing listed herein but will be ineligible to budget the generation portion of your bill. AEP Ohio and DP&L will continue to budget the delivery portion of your bill. Under budget billing service, Energy Harbor will calculate your budgeted amount based on your average electric usage over the prior months. Periodically, Energy Harbor may examine your budget and may adjust to more closely match your usage from the previous year. Energy Harbor will conduct a final true-up at the end of the contract - or upon your leaving the program should you 'opt out' before the program term end - to reconcile between the actual amount of electricity used and the amount paid under the plan. The new budget amount may vary from the level of your current budget payment. You will continue to receive a levelized amount from your utility for delivery service and may experience true ups with your utility during the contract. If you are currently on, or enter into, a budget billing program after enrolling with Energy Harbor and have at least 10 months of usage, call 1-866-636-3749.

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, Monday - Friday, 8 am to 5 pm.

City of Troy OPT OUT REPLY FORM

Option 1: Do Nothing to Join	OR	Option 2: Opt Out by: March 12, 2021
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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

Residential and Small Commercial – Electric Terms and Conditions	
Governmental Aggregation Product	Fixed Price
Electric Distribution Utility ("EDU")	Dayton Power and Light Co.
Price and Length of Agreement	4.49 ¢/kWh through your April 2023 meter read
Cancellation/Termination Fee	None

These Terms and Conditions apply to you because you are enrolling for electric generation service 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 from Energy Harbor. 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. 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 any change in any statute, rule, regulation, order, law, or tariff promulgated by any court, governmental authority, utility, Independent System Operator ("ISO"), Regional Transmission Organization ("RTO") or other service provider, or any change in operating procedure, alters to the detriment of 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. If your complaint is not resolved after you have called your electric supplier and/or your electric utility, or for general utility information, residential and business customers may contact the PUCO for assistance at 1-800-686-7826 (toll free) M-F 8:00 am to 5:00 pm EST or at www.puco.ohio.gov. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio Relay Service). The Ohio Consumers' Counsel ("OCC") represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) M-F 8:00 am to 5:00 pm EST, or at www.pickocc.org.

Force Majeure Termination: 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. 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.

City of Troy

Exhibit B-4

Experience

Electric Program

City of Troy Exhibit A-5 "Experience"

Due to the complexity of the deregulation of the electric utility industry, the City has entered into a contract with Summit Energy Services, Inc. ("Summit"), a Schneider Electric company. Summit is a PUCO certified broker and aggregator of natural gas and electricity. Among other things, Summit 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 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 DP&L that would serve as the basis for an opt-out notice
- Assist the City in completing and filing the annual report required by PUCO for government aggregators
- Coordinate and assist with the preparation and filing of the required aggregation certification documents (bi-annually)
- Provide aggregated quarterly savings analysis for residents and small commercial customers included in the Aggregation Group

Summit energy provides energy management to businesses and municipalities globally. Founded in 1991, Summit has experience leading clients worldwide to cost-effective and sustainable energy. Summit manages more than \$30 billion in annual energy spend for more than 4,500 companies, organizations, and municipalities.

Specifically, in the state of OH, Summit performed 352 RFPs for customers with a combined annual load of 3,676,422 MWh.

Additionally, Providers participating in the RFP process must demonstrate:

- Has experience administering other Government Aggregation groups within the state of Ohio
- Has sufficient sources of power to provide retail firm power to the residents of Troy
- Is a licensed Federal Power Marketer with the Federal Energy Regulatory Commission
- Is certified as a CRES by the PUCO.
- Is registered as a generation supplier with DP&L.
- Has a Service Agreement for Network Integration Transmission Service under DP&L's Open Access Transmission Tariff.

City of Troy Exhibit A-5 "Experience"

- **Has the corporate structure to sell retail firm power to the DP&L customers in the City.**
- **Its Electronic Data Interchange computer network is fully functional and capable of handling the DP&L retail electric customers in Troy.**
- **Has the marketing ability to reach all DP&L retail electric customers to educate them on the City's Aggregation Program.**
- **Has a call center capable of handling the City's Aggregation Group customer calls.**
- **Has a toll-free number as required by the PUCO for customer service and complaints related to the City's aggregation program.**
- **Satisfies the State of Ohio's, DP&L's and the City's credit requirements.**
- **Will execute the Power Supply Agreement.**
- **Will provide assistance, if needed, by Summit and the City in filing the annual reports required by the PUCO and Section 4805.10(A), Section 4911.18(A) and Section 4928.06(F) of the Ohio Revised Code.**

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

2/9/2023 3:12:37 PM

in

Case No(s). 13-0494-EL-GAG

Summary: Application Renewal Application for the City of Troy for certification as an electric governmental aggregator electronically filed by A. Flowers on behalf of Palmer Energy Company and City of Troy. electronically filed by Mr. Mark R. Frye on behalf of Frye, Mark R Mr.