



**Public Utilities
Commission**

Competitive Retail Electric Service (CRES)
Governmental Aggregator Application

Case Number: 23 - 0727 -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 Hillsboro
Street Address: 130 N High St
City: Hillsboro State: OH Zip: 45133
Telephone: 937-393-5219 Website: https://www.hillsborooohio.net

A-2. Contact person for regulatory matters.

Name: John Theibert
Street Address: 4789 Rings Road Suite 100
City: Dublin State: OH Zip: 43017
Telephone: 614-884-5300 x226 Email: jtheibert@aspenenergy.com

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

Name: John Theibert
Street Address: 4789 Rings Road Suite 100
City: Dublin State: OH Zip: 43017
Telephone: 614-884-5300 x226 Email: jtheibert@aspenenergy.com

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

Street Address: 4789 Rings Road Suite 100
City: Dubline State: OH Zip: 43017
Toll-free Telephone: 614-884-5300 Email: _____

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.

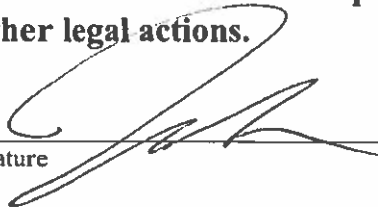
Provide a draft copy of the opt-out notice that provides or offers automatic aggregation services in accordance with Sections 4928.20(D) or 4929.26(D) of the Ohio Revised Code and in accordance with 4901:1-21-17 and/or 4901:1-28-04 of the Ohio Administrative Code. The applicant must file the finalized 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

June 20, 2023

City of Hillsboro Mayor

Title

Competitive Retail Electric Service Affidavit

County of Highland :

State of Ohio :

Justin Harsna, 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



Whitney Aliff
Notary Public, State of Ohio
My Commission Expires:
01/25/2026

Sworn and subscribed before me this 20th day of June, 2023
Month Year



Signature of official administering oath

Whitney Aliff, Admin Assistant / Clerk of Council
Print Name and Title

My commission expires on 01/25/2026

Exhibit B-1:
Authorizing Ordinance

**CITY OF HILLSBORO, OHIO
ORDINANCE NO. 2023-26**

AN ORDINANCE APPROVING A PLAN OF OPERATION AND GOVERNANCE FOR THE MUNICIPAL ELECTRIC AGGREGATION PROGRAM OF THE CITY OF HILLSBORO, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ohio Revised Code (R.C.) Chapter 4928, the City is authorized to establish a community electric aggregation program with automatic registration of participants for the provision of competitive retail electric service to the City's residents and small businesses, in order to provide opportunities for lower cost electric supply; and

WHEREAS, on May 2, 2023, the electors of the City authorized the City to create an automatic registration (also known as "opt out") municipal electric aggregation program for residents and small business electric customers in the City; and

WHEREAS, R.C. Section 4928.20 requires that the City, in establishing an electric aggregation with automatic registration of customers, subject to the right of customers to "opt-out," adopt a Plan of Operation and Governance for its aggregation program; and

WHEREAS, the City held two public hearings on the City's proposed Plan of Operation and Governance on June 15, 2023 at 4:00 PM and 5:30 PM after advertising said hearings in a newspaper of general circulation in the community for two consecutive weeks before the hearings, that is, on May 31, 2023 and June 7, 2023 as required by state law, and the City advertised the public hearings and posted its Plan on the City's website.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF HILLSBORO, STATE OF OHIO, WITH 2/3 OF ALL COUNCIL MEMBERS CONCURRING THAT:

SECTION 1: This Council hereby adopts the City of Hillsboro Plan of Operation and Governance (attached hereto as Exhibit A) for the implementation and administration of the City's municipal electric aggregation program, in accordance with R.C. Section 4928.20.

SECTION 2: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of 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 3: This ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public health, safety and welfare for the reason that it is necessary in the current operation of the City, and so that the City has sufficient time to apply for approval and certification from the PUCO, select a supplier, and start the aggregation program so

STRK
AA

that Hillsboro residents may continue participation in an aggregation program without interruption when the current program expires and therefore, this ordinance shall take effect immediately upon its enactment and approval by the Mayor, and that the City's municipal electric aggregation program shall thereafter commence in accordance with the adopted Plan of Operation and Governance that has been established pursuant to R.C. Chapter 4928.

Passed this 15th day of JUNE, 2023.


~~Tom Eichinger, Council President~~

PRO TEM

Attest: Whitney Aliff
Whitney Aliff, Clerk of Council

Approved: Justin Harsha
Justin Harsha, Mayor

Date: 6/15/2023

Approved as to form by the City Law Director.

Certificate of Result of Election on Question or Issue

R.C. 3501.11

State of Ohio }
County of Highland }

The Board of Elections of Highland County hereby certifies that at the election held in the City of Hillsboro (Name of Subdivision)

on the 2 day of May, 2023, the vote cast on the following issue was as follows:
(Day) (Month) (Year)

Ordinance-City of Hillsboro for the authority to aggregate the retail electric loads

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

Votes <u>YES</u> (For, yes, etc.-as on ballot)	<u>316</u> (Number)
Votes <u>NO</u> (No, against, etc.-as on ballot)	<u>283</u> (Number)
Total vote cast on issue:	<u>599</u> (Number)

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

Hillsboro, Ohio, this 24 day of May, 2023
(City or Village) (Day) (Month) (Year)

Karen Jandt
(Chair)

W. Andrew West

Roger D. Duggler

David Phillips

Board of Elections

Highland County, Ohio.

Highland County Board of Elections



Swallen
Deputy Director

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

Exhibit B-2: Operation and Governance Plan

**CITY OF HILLSBORO (HIGHLAND COUNTY)
ELECTRIC AGGREGATION PROGRAM**

PLAN OF OPERATION AND GOVERNANCE

Purpose. This Plan of Operation and Governance (“**Plan of Operation**”) has been developed in compliance with the R.C. 4928.20 regarding governmental aggregation of electric service. City of Hillsboro, Ohio, in the County of Highland (the “**City**”) will administer an opt-out governmental aggregation program that will automatically include all eligible electric accounts (the “**Program**”) and will seek to aggregate the retail electric loads of consumers located in the City’s boundaries to negotiate the best rates for the supply of electric power. Participation in the Program is voluntary. Every individual eligible customer will be given prior notice entitling them to affirmatively elect not to be part of the Program and to return to the local electric utility (“**Utility**”) standard offer of service or to enter into a power supply contract with any Competitive Retail Electric Service Supplier (“**Supplier**”). The Program is designed to reduce the amount individuals within the City pay for electric service and to gain other favorable terms of service.

Introduction. On May 2, 2023, a majority of the voters in the City authorized the City to pursue Automatic Governmental Aggregation. After the City held two public hearings on the matter, the City approved this Plan of Operation as prescribed by R.C. 4928.20. The City has developed this Plan of Operation in accordance with the governmental aggregation provisions in O.A.C. 4901:1-21-16. Once certified as a Governmental Aggregator, the City will be authorized to combine multiple retail electric customer loads within the City’s geographic boundaries (the “**Aggregation**”) for the purpose of facilitating the purchase of electric supply in Ohio’s competitive retail electric market.

Governmental Aggregation Services. The City, as a Governmental Aggregator, will serve as purchasing agent for the Program. As purchasing agent, the City shall (i) select a Supplier to supply the Program, (ii) negotiate the terms of supply between the Supplier and each Program participant, and (iii) oversee the enrollment procedures administered by the Supplier.

The Contract and Rates. The supply contract negotiated by the City for the Program (the “**Contract**”) shall be for firm, all-requirements supply. Each Program participant will be individually bound to the Supplier by the terms of the Contract, and will be solely responsible for payment. The electric supply charges for the Program are included in the Contract that will be negotiated by the City with the Supplier. All electric supply charges will be fully and prominently disclosed in customer enrollment materials (such as the Opt-Out Notice), available on the Supplier’s website, and available by calling the Supplier’s toll-free customer service telephone number. The surcharge authorized under Section 4928:20 will not be charged.

Eligibility, Opt-out Disclosures, and Pooling Accounts. Pursuant to O.A.C. 4901:1-21-17, the Supplier, with the assistance of the City, if necessary, shall request the following categories of information from the Utility for all customers residing within the Aggregation, including those customers who have opted off the pre-enrollment list: (i) a list of the names, account numbers, and service and mailing addresses for customers residing within the Aggregation, consistent

with the information that is provided to other competitive retail electric service providers; (ii) an identification of customers who are currently in contract with a certified electric services company other than the Supplier selected by the City or in a special arrangement with the Utility; and (iii) an identification of mercantile customers. With the information provided by the Utility, the Supplier, with the assistance of the City, if necessary, will remove all customers and accounts that are not eligible to be included in the Program, per the applicable regulations. Using the list of eligible accounts, the Supplier, with the assistance of the City, will review the list to verify the eligible accounts are located within the geographic boundaries of the City and that an area within the City boundaries has not been inadvertently filtered from the list. The Supplier will also remove from the eligible list those customers who appear on the "do not aggregate" list as stated under division (c) of Section 4928.21 of the Revised Code. The City intends to include in the Program only (a) residential and (b) non-mercantile customers (nonresidential customers that consume less than 700,000 kWh per year).

Within thirty (30) days of receipt of the list from the Utility, the Supplier, with assistance from the City, will prepare and mail an "Opt-Out Notice" to each account that remains on the eligible list after it has been reduced as noted above. The Opt-Out Notice, which will conform to the requirements of O.A.C. 4901:1-21-17, will inform the eligible account holder that the City has formed an automatic (or "Opt-Out") aggregation; provide the price for the electric supply for the Program along with the other terms and conditions of service; and explain how the account holder can decline participation in the Program. The Opt-Out Notice will contain the City's name and logo to clearly indicate to the recipient that it is a notice from the City.

As required by O.A.C. 4901:1-21-17, the Opt-Out Notice will indicate that the account holder has 21 (twenty-one) days to affirmatively respond by telephoning a toll-free number or returning a postcard to the Supplier that is included in the Opt-Out Notice if the account holder does not wish to participate in the Program. If an account holder does not affirmatively indicate that he/she does not wish to participate in the Program in one of the ways described above, then the account will become part of the Program.

Upon completion of the 21-day Opt-Out period, the Supplier will notify the Utility of the remaining accounts that will form the Program, and through an electronic data interchange transaction, enroll the Program. Upon enrollment, each Program participant will receive an enrollment notice from the Utility that will indicate that the enrollee may rescind its participation in the Program by contacting the Utility within seven (7) business days.

In addition to the initial 21-day Opt-Out period, each Program participant will be provided an opportunity to opt-out every three years without paying an early termination fee.

Billing. Program participants will receive a single monthly bill from the Utility, which will include charges from the Supplier for its electric supply, as well as the Utility distribution charges. Program participants will be billed according to their Utility billing cycle.

Credit and Collection and Deposits. The Utility's credit and collection policy and policies regarding deposits will apply to the Program participants and shall be administered by the Utility. Neither the City nor the Supplier will implement additional policies with respect to credit, deposits, and collections.

Concerns and Complaints. Program participants will have multiple means of communicating concerns and reporting complaints. As a general rule, concerns regarding service reliability and billing should be directed to the Utility. The Utility will continue to read meters, handle billing, and generally have the most information about the physical service to a location or account. Questions regarding the administration of the Aggregation should be directed to the Supplier. The Supplier's customer service center is available by telephone Monday through Friday, 8:00 am - 7:00 pm ET. Any unresolved disputes should be directed to the Public Utilities Commission of Ohio and/or the Ohio Consumers' Council. As a convenience, below is a list of helpful toll-free telephone numbers.

<u>Nature of Complaint</u>	<u>Contact</u>	<u>Phone Number</u>
Outages/Emergencies	Utility	1-877-468-8243
Service turn on/off	Utility	1-877-468-8243
Billing Disputes	Utility	1-800-433-8500
Price/Joining/Leaving Program	Supplier Customer Service	1-877-331-3045
Program Regulatory Questions	Supplier Customer Service	1-877-331-3045
Unresolved Disputes	Public Utilities Commission	1-800-686-7826
Unresolved Disputes	Ohio Consumers' Council	1-877-742-5622

The Supplier will attempt to resolve all customer complaints in a timely and good-faith manner. The Supplier shall investigate and provide a status report to the customer when the complaint is made directly to them and/or the City within three (3) business days following Supplier's receipt of the complaint. Or in the case of a Public Utilities Commission of Ohio ("PUCO") complaint, the Supplier will investigate and provide a status report to the customer and PUCO staff within three (3) business days following the Supplier's receipt of the complaint. If an investigation into a complaint received from the customer or a complaint referred by the PUCO is not completed within ten (10) business days, then a status report will be given to the customer, and, if applicable, the PUCO. These status reports will be given every three (3) business days until the investigation is complete, unless agreed to otherwise. Final results of a PUCO-referred complaint will be provided to the PUCO either orally (phone) or in writing (e-mail, written correspondence), no later than three (3) business days after the investigation is completed. The final results will be provided in writing to the customer no later than three (3) business days after the investigation is completed. Customers retain the right to contact the PUCO regarding complaints and disputes. All customers have the right to contact the PUCO by writing to Public Utilities Commission of Ohio, ATTN: IAD, 180 E. Broad St., Columbus, OH 43215-3793; by fax to (614) 752-8351; through their website at www.puc.state.oh.us or by calling toll free (800) 686-7826 (VOICE) or (800) 686-1570 (TTY-TDD). Records of customer complaints will be retained for two (2) years after the occurrence of the complaint. A copy of the complaint record will be provided to the PUCO within three (3) business days, if requested.

Moving within the City. Program participants who move from one location to another within the

Aggregation and retain the same account number will remain a Program participant and will receive the same price they would have received if their location had not moved.

Program participants who move from one location to another within the Aggregation and are assigned a new account number may enroll the new account in the Program and receive the same price they would have received if their location had not moved, provided the new account is eligible for the Program. Program participants who move within the Aggregation and receive a new account number may be dropped from the Program by the Utility, but will not be charged an early termination fee from the Supplier. If a participant is dropped from the Program due to a move within the Aggregation, the Program participant must contact the Supplier to be re-enrolled.

Moving outside of the City. Program participants who move out of the City boundaries will no longer be eligible to participate in the Program, and they will not be charged an early termination fee from the Supplier.

Enrolling after the Opt-Out Period. Residential and small business accounts located within the Aggregation that were initially eligible to join the Program, but chose to Opt-Out of the Program, or otherwise were not included in the Program may join the Program after the expiration of the initial Opt-Out Period by contacting the Supplier. The rate for those joining the Program after the expiration of the Opt-Out Period may be different from the rate negotiated for the Program by the City.

If the Supplier is able to offer to newly eligible customers the same price that is provided to the current Program participants, the Supplier may refresh the Program by providing those who move in to the Aggregation the opportunity to be included automatically, rather than waiting until the next pricing term of the Contract. The process for refreshing the Program with new enrollments would follow the process noted above for determining eligibility, providing Opt-Out Notices, and pooling the accounts. (Current Program participants and those who previously declined participation would not receive the Opt-Out Notice intended only for newly eligible customers.).

Exhibit B-3: OPT OUT Disclosure Notice

May 17th, 2023

ENROLLMENT NOTICE

Dear Resident or Small Business:

In May 2023, The City of Hillsboro voters approved by majority vote the creation of an Electric Aggregation Program to seek lower electric rates for eligible residential and small business customers. The City of Hillsboro council selected (SUPPLIER) Services, Inc. to supply electric to the City of Hillsboro Electric Aggregation Program. As a resident or small business owner within The City of Hillsboro, you are eligible to participate in this program.

You will be automatically enrolled in the program unless you opt out by September, 2023.

Benefits

The City of Hillsboro Council has negotiated a competitive price of \$*./kWh. This pricing will be effective from your first meter read in (DATE) through your (DATE) meter read. Please see the enclosed Terms and Conditions for full details.

Billing and Service Unchanged

Other than the price and supplier, nothing regarding your electric service will change. You will continue to receive one monthly bill from American Electric Power (AEP). AEP will continue to deliver your electric, restore service following an outage, and be responsible for maintaining the system that delivers electric to your home. While (SUPPLIER) offers budget billing of its generation service charges for this aggregation program, please note that if you are currently on budget billing with AEP, the utility may bill you for any balance owed to them at the time of enrollment. This may result in a charge or a credit from AEP, depending on the current status of your budget billing accumulation. To set up budget billing with (SUPPLIER), please call our customer service center at (***)-***-****. Please note, (SUPPLIER) will bill you for your actual energy supply charges (rather than any budgeted amount) until you have contacted us to set up your budget billing account. Your budget billing with AEP will automatically continue for all other portions of your AEP bill other than the energy supply component if you are currently enrolled with AEP for the same service.

Be Informed

- If you do nothing, you will be automatically enrolled in the City of Hillsboro program.
- AEP will continue sending monthly bills, responding to outages, and delivering your electricity.
- No one from the City of Hillsboro program will ever come door to door and ask you to switch to a new supplier. Anyone who comes to your door asking you to switch is not with the City of Hillsboro program.

To participate in the program, DO NOT return the card below

If you do not wish to participate, fold and tear at perforation and return this portion in the enclosed envelope

NOTIFICATION OF INTENT TO OPT-OUT

- I do not wish to be part of the City of Hillsboro Electric Aggregation program. By returning this card, I am officially opting-out of this program.

This notification is in regard to service at this address:

SERVICE ADDRESS

Name _____
CUSTOMER NAME

Address _____
MAILING ADDRESS

City/State/Zip _____
CITY STATE ZIPCODE

Enrollment Information

After your enrollment is finalized, AEP will send you a letter confirming your enrollment. As required by law, this letter will inform you of your ability to rescind your enrollment without penalty.

How to Opt Out

If you do not wish to participate in the City of Hillsboro electric Aggregation Program, you must opt-out by DATE, 2023. To opt out, return the enclosed postcard. You may also opt-out by contacting (SUPPLIER) toll-free at (***)***-**** or online at [www.\(SUPPLIER\).com](http://www.(SUPPLIER).com). If you do not opt-out you will be enrolled in the City of Hillsboro Aggregation Program. At the end of this current two year term in DATE 20__, you will again be provided with an opportunity to opt-out of the City's Aggregation Program, or you may terminate the agreement at any time without penalty per the Electric Purchase and Sale Terms and Conditions.

If you have any questions, please contact (SUPPLIER) toll-free at (***)***-**** or online at [www.\(SUPPLIER\).com](http://www.(SUPPLIER).com)

Sincerely,

(SUPPLIER)

Enclosure: Terms and Conditions

Sample

**The City of Hillsboro
Electric Aggregation Program**

OPT OUT NOTICE – TERMS & CONDITIONS

The City of Hillsboro pursuant to the aggregation authority conferred upon it by Ballot Issue, which passed by a majority of the vote on May 2, 2023, selected SUPPLIER ("Seller") to supply the aggregation and to administer enrollments as described below. IF YOU DO NOT WISH TO PARTICIPATE, YOU MUST OPT-OUT BY DETACHING AND RETURNING THE OPT OUT CARD ATTACHED TO THE ENROLLMENT NOTICE, POSTMARKED NO LATER THAN DATE 2023, BY GOING ON-LINE AT www.{SUPPLIERWEBSITE}.COM, OR BY CALLING OUR TOLL FREE NUMBER (XXX) XXX-XXXX BY DATE 2023. You, the account holder (also referred to as "Buyer") for the account referenced on the letter accompanying his Opt Out Notice (the "Account"), and Seller agree to the following terms and conditions (the "Agreement").

1. Enrollment: Enrollment is automatic for those who are eligible, but participation is voluntary. IF YOU DO NOT WISH TO PARTICIPATE, YOU MUST OPT OUT BY RETURNING THE OPT OUT CARD ATTACHED TO THE ENROLLMENT NOTICE, POSTMARKED NO LATER THAN DATE 2023, BY GOING ONLINE AT www.{SUPPLIERWEBSITE}.com, OR BY CALLING OUR TOLL FREE NUMBER BY DATE 2023.

Eligibility: To be eligible for automatic aggregation, Buyer and the Accounts to be served (i) must be located within the jurisdictional boundaries of the City of Hillsboro and AEP ("Utility"), (ii) may not be under contract with another competitive supplier, (iii) may not be a mercantile customer or a PIPP (Percentage of Income Payment Plan program customers) customer, and (iv) must be in good credit standing with the Utility. **Rescission Period:** If this is Buyer's first enrollment into the City of Hillsboro Aggregation Program, upon Buyer's successful enrollment, the Utility will send Buyer a letter confirming the transfer of service. Buyer may cancel its enrollment without penalty within seven (7) business days of the postmark date of that letter ("Rescission Period") by contacting the Utility in writing or by telephone as noted in that letter.

2. Delivery Period: Service shall begin as soon as the Utility accepts your enrollment. Service shall continue through the DATE meter read date. Prior to the end of the initial Delivery Period, Seller shall provide Buyer notice of any changes to the terms and conditions of this Agreement that apply to service during the next Delivery Period. If renewal is indicated in the expiration notice, service will renew at the terms stated in the renewal notice unless Buyer affirmatively terminates the Agreement upon the Expiration as provided in the notice. Buyer shall have the opportunity to opt-out of the Aggregation Program at least every two (2) years without penalty.

3. Supplier's and Utility's Role: Seller agrees to sell to Buyer and deliver to the Utility, and Buyer agrees to purchase from Seller and receive from the Utility, Buyer's full requirements of electric for the accounts listed on the Enrollment Notice ("Accounts"), the Utility will deliver the electric to the Accounts and shall invoice and collect Seller's charges. Seller does not impose credit or deposit requirements. The Utility's billing and payment procedures shall apply in accordance with the applicable tariff, including but not limited to, the Utility's right to assess late payment fees and to disconnect electric service for past due charges. The Utility or Seller may terminate your service under this Agreement for non-payment with at least fourteen (14) days written notice. Seller may cause the Utility to correct previous invoices in the event of invoicing errors. Buyer should contact the Utility in the event of a electric emergency.

4. Price: The Price will be a Fixed Price Rate of \$X.XX per kWh or a certain percent-off of AEP's Standard Choice Offer Adder

The Price includes all electric supply costs to the Utility and some pass-through charges from the Utility, including, but not limited to, kWh factor and shrinkage. If the pass-through charges from the Utility increase, or if new charges are approved by a governmental agency with jurisdiction and passed through, or if existing tariff charges are administered differently and the pass through charges from the Utility increase, the Price will increase accordingly. There are no recurring or nonrecurring supplier charges that are billed in addition to the Price. A switching fee may apply under the terms of the Utility's tariff. **Seller shall not charge you separately for any switching fees.** The Price does not include Taxes (as defined below) or Utility distribution charges.

5. Taxes: Buyer is responsible for all state and local sales, use, revenue, gross receipts, commercial activity, excise and/or ad valorem tax (collectively, "Taxes") and shall reimburse Seller if Seller is required to remit such Taxes in connection with this Agreement. Tax exempt customers wishing to participate are requested to please send their most recent tax exempt certificate on or before DATE 2023 to: {ELECTRIC SUPPLIER,LLC}, {123 MAIN STREET}, {TOWN},

{STATE} 12345 or fax to (XXX) XXX-XXXX. Be sure to note The City of Hillsboro Aggregation Program on the certificate. ELECTRIC SUPPLIER, LLC will not charge sales tax starting with the date the certificate is received.

6. Customer Information: Seller will not request a deposit or investigate your credit history to establish service. The Buyer's social security number, account number(s), or any customer information will not be released by Seller without Buyer's express written consent except in accordance with rules 4901:1-28-04 and 4901:1-29-09 of the Ohio Administrative Code. Upon request of Buyer, Seller will provide up to 24 months of Buyer's payment history without charge.

7. Termination; Remedies: (a) This Agreement will automatically terminate or Buyer may terminate the Agreement without penalty if (i) the requested service location is not served by the Utility or (ii) Buyer, or the applicable Account being served, moves outside the Utility service area or to an area not served by Seller.

(b) This Agreement will terminate upon written notice, but without penalty to Buyer if, (i) competitive retail electric service is no longer available due to a change in regulation, tariff, or law, or (ii) Seller defaults, which includes, an unexcused failure to deliver electric under the terms of this Agreement.

(c) An "Early Termination" shall occur if this Agreement is terminated (i) by Buyer to select a different price or rate plan after the Rescission Period but prior to the end of the Delivery Period, or for any other reason other than those listed in (a)-(b) above or (ii) by Seller due to Buyer's default, which includes a failure to pay or an unexcused failure to receive electric under the terms of this Agreement. In the event of an Early Termination, Seller will not charge a termination fee. If Buyer returns to the Utility after the Rescission Period, Buyer may not be served on the same rates, terms and conditions that apply to the Utility's Standard Service Offer.

8. Limitations: ALL ELECTRIC SOLD HEREUNDER IS PROVIDED "AS IS", AND SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT, WHETHER IN AGREEMENT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES.

9. Force Majeure: Except for Buyer's obligation to pay Seller timely, neither Party shall be liable to the other for failure to perform an obligation if such failure was caused by any event beyond the reasonable control of the non-performing party, that could not be remedied by the exercise of due diligence and that was not reasonably foreseeable, including without limitation, acts of God interruption of utility service, terrorist acts or wars, force majeure events of the Utility. Seller may return Buyer to Utility service upon notification of a Force Majeure event preventing performance.

10. Questions, Complaints and Concerns: Buyer may contact Seller (i) by calling 24 hours per day, 7 days per week at (XXX) XXX-XXXX, by visiting www.{supplierwebsite}.com; or (ii) by writing us at {ELECTRIC SUPPLIER, LLC}, {123 MAIN STREET}, {TOWN}, {STATE} 12345. Seller will attempt to resolve all customer complaints in a timely manner and will respond to all complaints within 3 business days of receipt. If Buyer's complaint is not resolved after Buyer has called Seller, or for general utility information, residential and business customers may contact the public utilities commission of Ohio (PUCO) for assistance at (800) 686-7826 (toll-free) from eight A.M. to five P.M. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-11 (Ohio relay service). The Ohio consumers' counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at (877) 742-5622 (toll free) from eight A.M. to five P.M. weekdays, or at <http://www.pickocc.org>.

11. Miscellaneous: This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. Subject to regulatory approvals and notice from Seller, Seller may assign this Agreement without Buyer's consent. Buyer may assign this Agreement only with Seller's consent. This Agreement constitutes the entire agreement between the Parties, superseding all verbal and written understandings.

Exhibit B-4: Experience

EXPERIENCE

Due to the complexity of Governmental Aggregation, City of Hillsboro, has hired Aspen Energy Corporation (hereinafter "Aspen Energy") to assist them in designing, implementing and maintaining an Aggregation Program.

Aspen Energy was founded by Mr. Jonathan Peele over fifteen (15) years ago and employs over thirty (30) people in Dublin, Ohio. Aspen Energy is a Certified Electric Aggregator and Broker (14-767E(2)) and a Certified Natural Gas Aggregator and Broker (14-335G(2)).

Aspen currently manages approximately twenty-five (25) natural gas and electric aggregations programs that impact approximately twenty (20) communities across Ohio. Contact information for Aspen Energy:

4789 Rings Road
Dublin, Ohio 43017
614-884-5300

Among other services, Aspen Energy will actively lead and participate in the following activities to ensure the Aggregation Program for City of Hillsboro is effective and compliant:

1. Assist in maintaining the Plan of Operation and Governance;
2. Lead the required public hearings and attend County Commissioners' and other meetings;
3. Assist City of Hillsboro in the day-to-day administration of the program (problem resolution, press release, PUCO compliance, supplier liaison, contract review, etc.);
4. Design and issue the Request for Proposal, analyze supplier responses and provide recommendations for the supply agreement; and
5. Furnish customer data that would serve as the basis for an opt-out notice.

Aspen Energy is dedicated to reliable service and committed to ensuring the satisfaction of all the residents in City of Hillsboro. Contact information at Aspen Energy with respect to issues involving City of Hillsboro is:

Robin Townsend
4789 Rings Road, Suite 100, Dublin, Ohio 43017
PH: 614-884-5300
Email: rtownsend@aspenenergy.com

City of Hillsboro will not take title to the electricity, issue bills, read meters or staff a call center for complaints. Those functions will be provided by AEP Ohio and the selected CRES supplier. The Township will comply with its responsibilities as a Governmental Aggregator 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**

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in

Case No(s). 23-0727-EL-GAG

Summary: Application City of Hillsboro Governmental Application for Electric Aggregation electronically filed by Ms. Gina M. Piacentino on behalf of City of Hillsboro.