



DIS Case Number: 15-2047-EL-GAG

## Section A: Application Information

### A-1. Applicant's legal name, address, telephone number, and web site address

the applicant's legal name, address, telephone number, and web address.

Legal Name: City of Sidney	Country: United States
Phone: 9374982335	Extension (if applicable):
Street: 201 W Poplar Street	
Website (if any):	City: Sidney
	Province/State: OH
	Postal Code: 45365

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

Ross Calliott  
10749 E Garden Rd  
Mt Vernon, IL 62864  
US  
rcalliott@agellc.com  
6363992501

### A-3. Contact person for Commission Staff use in investigating customer complaints

Ross Calliott  
10749 E Garden Rd  
Mt Vernon, IL 62864  
US  
rcalliott@agellc.com  
6363992501

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

Phone: 866.787.6749	Extension (if applicable):	Country: United States
Fax:	Extension (if applicable):	Street: 300 S. Wacker Drive, Suite 800
Email: info@agellc.com		City: Chicago
		Province/State: IL



**B-1. Authorizing ordinance**

Provide a copy of the adopted ordinance or resolution that reflects voter authorization to form a governmental aggregation program pursuant to Sections 4929.26 and 4929.27 of the Ohio Revised Code.

File(s) attached.

**B-2. Operation and governance plans**

Provide a copy of the applicant's plan for operation and governance of its aggregation program adopted pursuant to Sections 4929.26(C) or 4929.27(B) of the Revised Code. The Operation and Governance Plan should include all information pursuant to Rule 4901:1-28-03 of the Ohio Administrative Code.

Files(s) attached.

**B-3. Opt-out disclosure notice**

If the aggregation program provides for automatic aggregation in accordance with Section 4929.26(A) of the Revised Code, provide a copy of the disclosure notification required by Section 4929.26(D) of the Revised Code.

File(s) uploaded

**B-4. Experience and Plans**

Provide a description of the applicant's experience in providing the service(s) for which it is applying (e.g. number and type of customers served, utility service areas, amount of load, etc.). Also provide the plan for contracting with customers, providing contracted services, providing billing statements, and responding to customer inquiries and complaints in accordance with Commission rules adopted pursuant to Section 4928.10 of the Revised Code.

Application Experience and Plan Description: The Applicant uses the consulting services of SATORI ENTERPRISES LLC DBA SATORI ENERGY (Cert #11-359E) for the purposes of managing its governmental aggregation program, including the facilitation of contract execution with



**Public Utilities  
Commission**

CRES/CRNG suppliers, 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.

# Application Attachments

November 7, 2022

## City of Sidney

### Community Electric Aggregation Notification

Dear Resident or Small Business,

Welcome to your community's electric aggregation program. In November 2015, 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	AES Ohio	4.99 cents per kWh	December 2024	None
Small Business	AES Ohio	4.99 cents per kWh	December 2024	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)<sup>1</sup>. 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](https://energyharbor.com/opt-out)

<b>Opt Out Deadline</b>
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November 28, 2022
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### 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.**

### 100% Green Opt-In Information

If you are interested in supporting renewable energy, you can also select electric generation backed by **100% renewable energy certificates (RECs)** at a price of **5.56 cents per kWh**. To enroll in the green offer, please call 1-866-636-3749 or go online at [www.energyharbor.com/sidney](https://www.energyharbor.com/sidney).

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 Sidney



## 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).

### **<sup>1</sup>As 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 AES Ohio 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 AES Ohio 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.

### **How can I contact Energy Harbor for questions?**

If you have any other questions, please call 1-866-636-3749, Monday - Friday, 8 am to 5 pm or visit our FAQs located at: [www.energyharbor.com/communityaggregation](http://www.energyharbor.com/communityaggregation)

## CITY OF SIDNEY OPT OUT REPLY FORM

**Option 1: Do Nothing to Join**

**OR**

**Option 2: Opt Out by: November 28, 2022**

**MAIL TO:** Community Electric Aggregation Opt-Out c/o Energy Harbor, PO Box 3500, Akron, Ohio 44309

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

**Mail**

Return This Form

**Phone**

1-866-636-3749

**Web**

[energyharbor.com/optout](https://energyharbor.com/optout)

### Government Aggregation – Electric Terms and Conditions

Product	<b>Fixed Price</b>
Electric Distribution Utility (“EDU”)	<b>AES Ohio</b>
Price and Length of Agreement	<b>4.99 ¢/kWh through your December 2024 meter read</b>
Cancellation/Termination Fee	<b>None</b>

These Terms and Conditions apply to you because you are enrolling for electric generation service with Energy Harbor LLC (“Energy Harbor”) through either (a) affirmative consent or (b) not opting out of your community electric 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 Electric Distribution Utility (“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 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* – Basic service for delivering electricity over a distribution system to a customer from the transmission system.

**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 letter. You have the right to rescind your enrollment within seven (7) calendar days following the postmark date of the confirmation letter by contacting the EDU by telephone or in writing as described in the letter. 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 and small commercial customer accounts not enrolled in the Percentage of Income Plan Program (“PIPP”) may enroll in this offer from Energy Harbor. Net-metered customers are not eligible for this offer. Energy Harbor reserves the right to refuse enrollment to any customer with an outstanding balance.

**Basic Service Prices:** During the term of this Agreement, you agree to pay Energy Harbor a price for combined Generation and Generation Related Charges (“Retail Electric Service”), specified in the table above. Your Price to Compare (“PTC”) consists of bypassable transmission, generation and transmission and generation related components, which are charges associated with the costs of purchased power and the cost to deliver the power through the transmission system. These are the charges that you would avoid for that billing period when you switch to Energy Harbor. If your product in the table above is a % Off PTC product, your monthly price per kWh will vary because the EDU’s PTC may change based on any changes made by the EDU in its calculations. In addition to Energy Harbor’s charges, you will be charged by your EDU for distribution and various other charges. Your price may also include a fee assessed by a broker or agent representing your community.

**Length of Agreement:** As a part of your community’s program, your Retail Electric Service from Energy Harbor will commence with the next available meter reading and after processing of the enrollment by your EDU and continue through the term indicated in the table above. The program may be terminated prior to the term pursuant to the terms of the master agreement between Energy Harbor and your community for the aggregation program. Should the program be terminated, you will be returned to your EDU’s standard service offer or its successor. In the event that (1) the PUCO approves or implements a phase-in credit for generation and/or transmission charges of the EDU or takes any other action which affects the PTC or otherwise does not allow the EDU to reflect the full cost to procure generation and transmission in the PTC or other regulatory action; or (2) there is any change in any statute, rule, regulation, order, law, or tariff promulgated by any court, governmental authority, utility, Independent System Operator (“ISO”), Regional Transmission Organization (“RTO”) or other service provider, or any change in operating procedure, which alters to the detriment of Energy Harbor its costs to perform under this Agreement, you may receive a notification from Energy Harbor. This notification will include a description of one or more of the situations described above. Energy Harbor may offer you new Terms and Conditions. You must indicate your affirmative consent to the new Terms and Conditions as specified in the notices. If you do not contact Energy Harbor to accept the new terms, this Agreement will terminate on the date specified in the notices, and you may be returned to your EDU for Retail Electric Service. Alternatively, Energy Harbor may decide to terminate this Agreement, and you will receive prior written notice of the termination, after which you may be returned to your EDU for Retail Electric Service. Whether Energy Harbor offers you new terms or terminates this Agreement under this provision, you will not be responsible for any cancellation/termination fee. 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 receive a consolidated bill monthly from your EDU for both your Energy Harbor and EDU charges. 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 applicable. Your EDU may charge you switching fees. Energy Harbor reserves the right to convert you from consolidated billing to dual billing if such a conversion will facilitate more timely billing, collections, and/or payment. Furthermore, your failure to pay EDU charges may result in your electric service being disconnected

in accordance with the EDU tariff. If you have 12 months of billing history and you are enrolled in budget billing with the EDU, you are eligible to enroll in a budget billing program once per year, where available. 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. Budget billing exclusive offers are not available for all aggregation programs and you will not be automatically enrolled in an Energy Harbor budget billing exclusive offer unless explicitly stated in the opt-out notification materials you receive as part of the program. If you meet the eligibility requirements, contact Energy Harbor to determine if an exclusive budget billing offer exists for your community, otherwise, your EDU may be responsible for maintaining your budget billing service.

**Penalties, Fees and Exceptions:** If you do not pay the full amount owed Energy Harbor by the due date of the bill, Energy Harbor reserves the right to charge a 1.5% per month late payment fee.

**Cancellation/Termination Provisions:** You may terminate this Agreement at any time without penalty. Customer and Energy Harbor both agree that the following will constitute force majeure events under this Agreement and that Energy Harbor shall have the right to terminate or modify the agreement without liability if: (1) the Electric Security Plan (ESP), Market Rate Offer (MRO) and/or Competitive Bid Process (CBP), or other generation procurement process results in a Price to Compare ("PTC") that is equal to or less than the comparable annualized generation and transmission rates and riders in effect as of the effective date of this Agreement, or (2) the PUCO approves or implements a phase-in credit for generation and/or transmission charges of the EDU or takes any other action which affects the PTC or otherwise does not allow the EDU to reflect the full cost to procure generation and transmission in the PTC or other regulatory action. In the event that the program is terminated, you will be returned to your EDU's standard service offer. Upon termination with Energy Harbor and return to 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 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 seven (7) day rescission period, and subsequent acceptance of the enrollment by your EDU.

**Customer Consent to Communications:** By participating in your community's aggregation program, you agree to receive pre-recorded/artificial voice messages calls and/or use of an automatic dialing device, text messages and/or emails from Energy Harbor or its agents/assigns at any phone number or email address. You agree to be responsible for any charges you may receive on that number, including standard telephone, SMS or text message fees. You may revoke this express consent at any time by calling us at 1-866-636-3749. Such revocation has no bearing on your ability to contract with Energy Harbor.

**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 your electric supply upon termination of this Agreement.

**Dispute Procedures:** Contact Energy Harbor with any questions concerning the terms of service by phone at 1-866-636-3749 (toll-free) from 8 a.m. to 5 p.m. EST weekdays, or in writing at Energy Harbor, 168 E Market St, Akron, OH 44308. Our web address is [www.energyharbor.com](http://www.energyharbor.com). If your complaint is not resolved after you have called your electric supplier and/or your electric utility, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from 8 a.m. to 5 p.m. EST weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from 8 a.m. to 5 p.m. weekdays, or at <http://www.pickocc.org>.

**Miscellaneous:** You have the right to request from Energy Harbor, twice within a twelve (12) month period, up to twenty-four (24) months of payment history, without charge. Energy Harbor is prohibited from disclosing a Customer's Social Security number and/or account number(s) without the Customer's written consent except for Energy Harbor's collections and reporting, participating in programs funded by the universal service fund, pursuant to section 4928.52 of the Revised Code, 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/disclosure-statements](http://www.energyharbor.com/disclosure-statements). You agree that Energy Harbor will make the required annual and quarterly updates to the environmental disclosure statement electronically on our website. Energy Harbor will also provide the information upon request. Energy Harbor may assign its rights to another, 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.** Customer is 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 offer. Customer authorizes, but does not obligate, Energy Harbor to exercise customer's governmental aggregation opt-out rights.

**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.

### Government Aggregation – Electric Terms and Conditions

Product	<b>Fixed Price</b>
Electric Distribution Utility ("EDU")	<b>AES Ohio</b>
Price and Length of Agreement	<b>4.99 ¢/kWh through your December 2024 meter read</b>
Cancellation/Termination Fee	<b>None</b>

These Terms and Conditions apply to you because you are enrolling for electric generation service with Energy Harbor LLC ("Energy Harbor") through either (a) affirmative consent or (b) not opting out of your community electric 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 Electric Distribution Utility ("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 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* – Basic service for delivering electricity over a distribution system to a customer from the transmission system.

**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 letter. You have the right to rescind your enrollment within seven (7) calendar days following the postmark date of the confirmation letter by contacting the EDU by telephone or in writing as described in the letter. 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 and small commercial customer accounts not enrolled in the Percentage of Income Plan Program ("PIPP") may enroll in this offer from Energy Harbor. Net-metered customers are not eligible for this offer. Energy Harbor reserves the right to refuse enrollment to any customer with an outstanding balance.

**Basic Service Prices:** During the term of this Agreement, you agree to pay Energy Harbor a price for combined Generation and Generation Related Charges ("Retail Electric Service"), specified in the table above. Your Price to Compare ("PTC") consists of bypassable transmission, generation and transmission and generation related components, which are charges associated with the costs of purchased power and the cost to deliver the power through the transmission system. These are the charges that you would avoid for that billing period when you switch to Energy Harbor. If your product in the table above is a % Off PTC product, your monthly price per kWh will vary because the EDU's PTC may change based on any changes made by the EDU in its calculations. In addition to Energy Harbor's charges, you will be charged by your EDU for distribution and various other charges. Your price may also include a fee assessed by a broker or agent representing your community.

**Length of Agreement:** As a part of your community's program, your Retail Electric Service from Energy Harbor will commence with the next available meter reading and after processing of the enrollment by your EDU and continue through the term indicated in the table above. The program may be terminated prior to the term pursuant to the terms of the master agreement between Energy Harbor and your community for the aggregation program. Should the program be terminated, you will be returned to your EDU's standard service offer or its successor. In the event that (1) the PUCO approves or implements a phase-in credit for generation and/or transmission charges of the EDU or takes any other action which affects the PTC or otherwise does not allow the EDU to reflect the full cost to procure generation and transmission in the PTC or other regulatory action; or (2) there is any change in any statute, rule, regulation, order, law, or tariff promulgated by any court, governmental authority, utility, Independent System Operator ("ISO"), Regional Transmission Organization ("RTO") or other service provider, or any change in operating procedure, which alters to the detriment of Energy Harbor its costs to perform under this Agreement, you may receive a notification from Energy Harbor. This notification will include a description of one or more of the situations described above. Energy Harbor may offer you new Terms and Conditions. You must indicate your affirmative consent to the new Terms and Conditions as specified in the notices. If you do not contact Energy Harbor to accept the new terms, this Agreement will terminate on the date specified in the notices, and you may be returned to your EDU for Retail Electric Service. Alternatively, Energy Harbor may decide to terminate this Agreement, and you will receive prior written notice of the termination, after which you may be returned to your EDU for Retail Electric Service. Whether Energy Harbor offers you new terms or terminates this Agreement under this provision, you will not be responsible for any cancellation/termination fee. 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 receive a consolidated bill monthly from your EDU for both your Energy Harbor and EDU charges. 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 applicable. Your EDU may charge you switching fees. Energy Harbor reserves the right to convert you from consolidated billing to dual billing if such a conversion will facilitate more timely billing, collections, and/or payment. Furthermore, your failure to pay EDU charges may result in your electric service being disconnected



in accordance with the EDU tariff. If you have 12 months of billing history and you are enrolled in budget billing with the EDU, you are eligible to enroll in a budget billing program once per year, where available. 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. Budget billing exclusive offers are not available for all aggregation programs and you will not be automatically enrolled in an Energy Harbor budget billing exclusive offer unless explicitly stated in the opt-out notification materials you receive as part of the program. If you meet the eligibility requirements, contact Energy Harbor to determine if an exclusive budget billing offer exists for your community, otherwise, your EDU may be responsible for maintaining your budget billing service.

**Penalties, Fees and Exceptions:** If you do not pay the full amount owed Energy Harbor by the due date of the bill, Energy Harbor reserves the right to charge a 1.5% per month late payment fee.

**Cancellation/Termination Provisions:** You may terminate this Agreement at any time without penalty. Customer and Energy Harbor both agree that the following will constitute force majeure events under this Agreement and that Energy Harbor shall have the right to terminate or modify the agreement without liability if: (1) the Electric Security Plan (ESP), Market Rate Offer (MRO) and/or Competitive Bid Process (CBP), or other generation procurement process results in a Price to Compare ("PTC") that is equal to or less than the comparable annualized generation and transmission rates and riders in effect as of the effective date of this Agreement, or (2) the PUCO approves or implements a phase-in credit for generation and/or transmission charges of the EDU or takes any other action which affects the PTC or otherwise does not allow the EDU to reflect the full cost to procure generation and transmission in the PTC or other regulatory action. In the event that the program is terminated, you will be returned to your EDU's standard service offer. Upon termination with Energy Harbor and return to 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 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 seven (7) day rescission period, and subsequent acceptance of the enrollment by your EDU.

**Customer Consent to Communications:** By participating in your community's aggregation program, you agree to receive pre-recorded/artificial voice messages calls and/or use of an automatic dialing device, text messages and/or emails from Energy Harbor or its agents/assigns at any phone number or email address. You agree to be responsible for any charges you may receive on that number, including standard telephone, SMS or text message fees. You may revoke this express consent at any time by calling us at 1-866-636-3749. Such revocation has no bearing on your ability to contract with Energy Harbor.

**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 your electric supply upon termination of this Agreement.

**Dispute Procedures:** Contact Energy Harbor with any questions concerning the terms of service by phone at 1-866-636-3749 (toll-free) from 8 a.m. to 5 p.m. EST weekdays, or in writing at Energy Harbor, 168 E Market St, Akron, OH 44308. Our web address is [www.energyharbor.com](http://www.energyharbor.com). If your complaint is not resolved after you have called your electric supplier and/or your electric utility, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from 8 a.m. to 5 p.m. EST weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from 8 a.m. to 5 p.m. weekdays, or at <http://www.pickocc.org>.

**Miscellaneous:** You have the right to request from Energy Harbor, twice within a twelve (12) month period, up to twenty-four (24) months of payment history, without charge. Energy Harbor is prohibited from disclosing a Customer's Social Security number and/or account number(s) without the Customer's written consent except for Energy Harbor's collections and reporting, participating in programs funded by the universal service fund, pursuant to section 4928.52 of the Revised Code, 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/disclosure-statements](http://www.energyharbor.com/disclosure-statements). You agree that Energy Harbor will make the required annual and quarterly updates to the environmental disclosure statement electronically on our website. Energy Harbor will also provide the information upon request. Energy Harbor may assign its rights to another, 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.** Customer is 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 offer. Customer authorizes, but does not obligate, Energy Harbor to exercise customer's governmental aggregation opt-out rights.

**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.

### Government Aggregation – Electric Terms and Conditions

Product	<b>Fixed Price</b>
Electric Distribution Utility ("EDU")	<b>AES Ohio</b>
Price and Length of Agreement	<b>4.99 ¢/kWh through your December 2024 meter read</b>
Cancellation/Termination Fee	<b>None</b>

These Terms and Conditions apply to you because you are enrolling for electric generation service with Energy Harbor LLC ("Energy Harbor") through either (a) affirmative consent or (b) not opting out of your community electric 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 Electric Distribution Utility ("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 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* – Basic service for delivering electricity over a distribution system to a customer from the transmission system.

**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 letter. You have the right to rescind your enrollment within seven (7) calendar days following the postmark date of the confirmation letter by contacting the EDU by telephone or in writing as described in the letter. 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 and small commercial customer accounts not enrolled in the Percentage of Income Plan Program ("PIPP") may enroll in this offer from Energy Harbor. Net-metered customers are not eligible for this offer. Energy Harbor reserves the right to refuse enrollment to any customer with an outstanding balance.

**Basic Service Prices:** During the term of this Agreement, you agree to pay Energy Harbor a price for combined Generation and Generation Related Charges ("Retail Electric Service"), specified in the table above. Your Price to Compare ("PTC") consists of bypassable transmission, generation and transmission and generation related components, which are charges associated with the costs of purchased power and the cost to deliver the power through the transmission system. These are the charges that you would avoid for that billing period when you switch to Energy Harbor. If your product in the table above is a % Off PTC product, your monthly price per kWh will vary because the EDU's PTC may change based on any changes made by the EDU in its calculations. In addition to Energy Harbor's charges, you will be charged by your EDU for distribution and various other charges. Your price may also include a fee assessed by a broker or agent representing your community.

**Length of Agreement:** As a part of your community's program, your Retail Electric Service from Energy Harbor will commence with the next available meter reading and after processing of the enrollment by your EDU and continue through the term indicated in the table above. The program may be terminated prior to the term pursuant to the terms of the master agreement between Energy Harbor and your community for the aggregation program. Should the program be terminated, you will be returned to your EDU's standard service offer or its successor. In the event that (1) the PUCO approves or implements a phase-in credit for generation and/or transmission charges of the EDU or takes any other action which affects the PTC or otherwise does not allow the EDU to reflect the full cost to procure generation and transmission in the PTC or other regulatory action; or (2) there is any change in any statute, rule, regulation, order, law, or tariff promulgated by any court, governmental authority, utility, Independent System Operator ("ISO"), Regional Transmission Organization ("RTO") or other service provider, or any change in operating procedure, which alters to the detriment of Energy Harbor its costs to perform under this Agreement, you may receive a notification from Energy Harbor. This notification will include a description of one or more of the situations described above. Energy Harbor may offer you new Terms and Conditions. You must indicate your affirmative consent to the new Terms and Conditions as specified in the notices. If you do not contact Energy Harbor to accept the new terms, this Agreement will terminate on the date specified in the notices, and you may be returned to your EDU for Retail Electric Service. Alternatively, Energy Harbor may decide to terminate this Agreement, and you will receive prior written notice of the termination, after which you may be returned to your EDU for Retail Electric Service. Whether Energy Harbor offers you new terms or terminates this Agreement under this provision, you will not be responsible for any cancellation/termination fee. 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 receive a consolidated bill monthly from your EDU for both your Energy Harbor and EDU charges. 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 applicable. Your EDU may charge you switching fees. Energy Harbor reserves the right to convert you from consolidated billing to dual billing if such a conversion will facilitate more timely billing, collections, and/or payment. Furthermore, your failure to pay EDU charges may result in your electric service being disconnected

in accordance with the EDU tariff. If you have 12 months of billing history and you are enrolled in budget billing with the EDU, you are eligible to enroll in a budget billing program once per year, where available. 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. Budget billing exclusive offers are not available for all aggregation programs and you will not be automatically enrolled in an Energy Harbor budget billing exclusive offer unless explicitly stated in the opt-out notification materials you receive as part of the program. If you meet the eligibility requirements, contact Energy Harbor to determine if an exclusive budget billing offer exists for your community, otherwise, your EDU may be responsible for maintaining your budget billing service.

**Penalties, Fees and Exceptions:** If you do not pay the full amount owed Energy Harbor by the due date of the bill, Energy Harbor reserves the right to charge a 1.5% per month late payment fee.

**Cancellation/Termination Provisions:** You may terminate this Agreement at any time without penalty. Customer and Energy Harbor both agree that the following will constitute force majeure events under this Agreement and that Energy Harbor shall have the right to terminate or modify the agreement without liability if: (1) the Electric Security Plan (ESP), Market Rate Offer (MRO) and/or Competitive Bid Process (CBP), or other generation procurement process results in a Price to Compare ("PTC") that is equal to or less than the comparable annualized generation and transmission rates and riders in effect as of the effective date of this Agreement, or (2) the PUCO approves or implements a phase-in credit for generation and/or transmission charges of the EDU or takes any other action which affects the PTC or otherwise does not allow the EDU to reflect the full cost to procure generation and transmission in the PTC or other regulatory action. In the event that the program is terminated, you will be returned to your EDU's standard service offer. Upon termination with Energy Harbor and return to 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 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 seven (7) day rescission period, and subsequent acceptance of the enrollment by your EDU.

**Customer Consent to Communications:** By participating in your community's aggregation program, you agree to receive pre-recorded/artificial voice messages calls and/or use of an automatic dialing device, text messages and/or emails from Energy Harbor or its agents/assigns at any phone number or email address. You agree to be responsible for any charges you may receive on that number, including standard telephone, SMS or text message fees. You may revoke this express consent at any time by calling us at 1-866-636-3749. Such revocation has no bearing on your ability to contract with Energy Harbor.

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

**10/26/2022 10:01:22 AM**

**in**

**Case No(s). 15-2047-EL-GAG**

Summary: Opt-Out Notice electronically filed by Ty Brocksieker on behalf of Energy Harbor and City of Sidney

# **Competitive Retail Electric Service Affidavit**

County of Cook :

State of Illinois :

David C. Wiers, 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.

Paul L. Weiss PRESIDENT

Signature of Affiant & Title



Sworn and subscribed before me this 3<sup>rd</sup> day of November, 2023  
Month Year

Kristen A. Spevak  
Signature of official administering oath

Kristen A. Spevak, Project Mgr.  
Print Name and Title

My commission expires on Aug. 3, 2025

# RECORD OF ORDINANCES

177

HARVEY BRADSHAW DAYTON, OHIO

Form 6220S

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_

RECEIVED

JUN 25 2015

ORDINANCE NO. A-2826

SHELBY COUNTY  
BO. OF ELECTIONS

**AN ORDINANCE AUTHORIZING ALL ACTIONS  
NECESSARY TO EFFECTUATE AN OPT-OUT ELECTRIC  
SERVICE AGGREGATION PROGRAM PURSUANT  
TO OHIO REVISED CODE 4928.20; AND DIRECTING  
THE SHELBY COUNTY BOARD OF ELECTIONS TO  
SUBMIT THE BALLOT QUESTION TO THE ELECTORS;  
AND AUTHORIZING AN AGREEMENT WITH  
AN AGENT FOR SUCH PURPOSES**

WHEREAS, pursuant to ORC Section 4928.20, the City of Sidney, Ohio, is authorized to act as an aggregator by establishing an automatic opt-out governmental aggregation program for the provision of competitive retail electric service for the benefit of certain electricity customers within the City of Sidney, Ohio, so that consumers may realize lower cost electricity supplies and other benefits from the aggregation and combined purchasing of electric supplies that they would not otherwise be able to have individually; and,

WHEREAS, the City of Sidney, Ohio, may exercise such authority jointly with any other municipality; and,

WHEREAS, in the public interest, the City of Sidney, Ohio, desires to submit to the electors of the City of Sidney, Ohio, the question of whether the City of Sidney, Ohio, should create an Electric Aggregation program to facilitate competitive

Ordinance No. A-2826

Passed \_\_\_\_\_

retail electric service to promote electricity savings, lower electric supplies, and other benefits in accordance with ORC Section 4928.20; and,

**WHEREAS**, the City of Sidney, Ohio, has adopted this Ordinance pursuant to the authority conferred by Article XVIII Section 4 of the Ohio Constitution and ORC Section 4928.20.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SIDNEY, OHIO, AS FOLLOWS:**

**SECTION 1.** That the City Council determines that it is in the best interest of the City of Sidney, Ohio, and certain electric service consumers located within the incorporated areas of the City of Sidney, Ohio, to establish an opt-out electric service aggregation program (the "Program").

**SECTION 2.** That, provided that the ballot measure regarding the Program is approved by the electors of the City of Sidney, Ohio, pursuant to Section 9 of this Ordinance, the City of Sidney, Ohio, is hereby authorized to aggregate, in accordance with Ohio Revised Code 4928.20, the retail electric service loads located within the boundaries of the City of Sidney, Ohio.

# RECORD OF ORDINANCES

179

GARRETT BROTHERS - DAYTON, OHIO

Form 6220S

Ordinance No. 2826

Passed

SECTION 3. That, for the Program, the City Manager or a duly designated authority or consultant is hereby authorized, on behalf of the City, to enter into service agreements to facilitate the sale and purchase of service for electric loads.

SECTION 4. That the City Manager or a duly designated authority or consultant, on behalf of the City may exercise such authority jointly with any other political subdivision of the State of Ohio, to the full extent permitted by law, and for such purpose, the City Manager or a duly designated authority or consultant is hereby authorized to execute and deliver any necessary agreement(s) with such other political subdivisions, if any, in order to establish such Program.

SECTION 5. That the Program does not apply to persons meeting any of the following criteria:

1. A customer has opted out of the aggregation
2. A customer in contract with a certified electric service company
3. A customer that has a special contract with an electric distribution utility
4. A customer that is not located within the governmental aggregator's governmental boundaries
5. A customer is not eligible for the aggregation by utility or Public Utilities Commission of Ohio rules.

SECTION 6. That the Program authorized by this Ordinance shall not aggregate the retail electric loads of mercantile customers, as those customers are defined in ORC 4928.01, without prior, affirmative consent of each such customer within the boundaries of the City of Sidney, Ohio, subject to the Program.

Ordinance No. A-2826

Passed \_\_\_\_\_

**SECTION 7.** That the Board of Elections of Shelby County is hereby directed to submit the following question to the electors of the City of Sidney, Ohio, at the election to be held on November 3, 2015

Shall the City of Sidney, OH have the authority to aggregate retail electric loads located within the governmental boundaries of the City and enter into service agreements for the sale and purchase of electricity, such aggregation to occur automatically except where any person elects to opt out?

Yes \_\_\_\_\_ No \_\_\_\_\_

**SECTION 8.** That the City Clerk is hereby directed to file this authorizing Ordinance and other related matters with the appropriate election officials no later than ninety (90) days prior to the November 3, 2015 election as required by ORC 4928.20 (B). The Program shall not take effect unless approved by the majority of the electors voting upon the proposed ballot question at the election held pursuant to this section and ORC 4928.20.

**SECTION 9.** That, upon approval by a majority of electors voting at the election provided for in Section 8 of this Ordinance, the City Manager is hereby authorized to, individually or jointly, with any other political subdivisions in the State of Ohio, develop a plan of operation and governance for the Program.

Ordinance No. A-2826

Passed

SECTION 10. That at least two public hearings on the plan of operation and governance shall be held prior to taking a vote on adoption of 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 of Sidney, Ohio. The notice shall summarize the plan and state the date, time, and location of each hearing.

SECTION 11. That no plan adopted by the City Council shall aggregate any retail customers in the City of Sidney, Ohio, unless it in advance clearly discloses to the person whose retail electric service is to be so aggregated that the person will be enrolled automatically in the Program and will remain so enrolled unless the person affirmatively elects by a stated procedure not to be so enrolled. The disclosure shall state prominently the rates, charges, and other terms and conditions of the enrollment. The stated procedure shall allow any person enrolled in the Program to opt out of the Program once every 36 months without paying a switching fee. Any such person that opts out of the Program pursuant to the stated procedure shall default to the electric distribution utility providing distribution service for the person's retail electric service load, until the person chooses an alternative supplier.

SECTION 12. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this legislation were adopted in an open meeting of this Council; and, that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to



## RECORD OF ORDINANCES

BARRETT &amp; ASSOCIATES - DAYTON, OHIO

Form 6220S

Ordinance No. A-2826

Passed \_\_\_\_\_, \_\_\_\_\_

the public, in compliance with all legal requirements, including Revised Code  
Section 121.22.

SECTION 13. That this Ordinance shall be deemed effective  
from and after the earliest period permitted by law;

Passed this 22<sup>nd</sup> day of June, 2015.



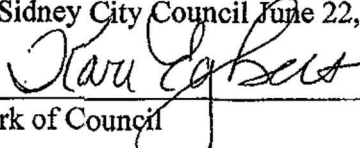
Mayor

Attest:

  
Clerk

I, Kari Egbert, Clerk of the City of  
Sidney, do hereby certify that the  
foregoing Ordinance A-2826, was  
duly published in the Sidney Daily News,  
a newspaper of general circulation in said  
City on the 24<sup>th</sup> day of  
June, 2015.

I do hereby certify this to be a true and exact copy of Ordinance A-2826, passed  
by Sidney City Council June 22, 2015.

  
Clerk of Council

# Plan of Operation and Governance

*Municipal Opt-Out Electricity Aggregation Program*

City of Sidney

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## 1.) Background

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**The Law – Ohio Revised Code Section 4928.20 (A) states the following:**

*“The legislative authority of a municipal corporation may adopt an ordinance, or the board of township trustees of a township or the board of county commissioners of a county may adopt a resolution, under which, on or after the starting date of competitive retail electric service, it may aggregate in accordance with this section the retail electrical loads located, respectively, within the municipal corporation, township, or unincorporated area of the county and, for that purpose, may enter into service agreements to facilitate for those loads the sale and purchase of electricity.”*

Source: <http://codes.ohio.gov/orc/4928.20>

ORC Section 4928.20 (B) requires that the corporate authorities or county board shall develop a plan of operation and governance for the aggregation program. Two public meetings shall be held for public input, questions and comments regarding the Plan of Operation and Governance. Notice of such meeting is required. Before the first hearing, notice shall be published once a week for two consecutive weeks in a newspaper of general circulation in the jurisdiction. The notice shall summarize the plan and state the date, time, and location of each hearing.

Any load aggregation plan established shall provide for the following:

- Universal access to all applicable residential and small business (non-mercantile; under 700,000 kWh annual load) customers and equitable treatment of applicable residential and small business customers.
- Describe demand management and energy efficiency services to be provided to each class of customers.
- Meet any requirements established by law concerning aggregated service.

If the program is approved as an opt-out program for residential and small commercial retail customers, then:

- Within 60 days after receiving the bids, the corporate authorities or county board shall allow residential and small business customers to commit to the terms and conditions of a bid that has been selected by the corporate authorities or county board.
- If (A) the corporate authorities or county board award proposed agreements for the purchase of electricity and other related services and (B) an agreement is reached between the corporate authorities or county board for those services, then customers committed to the terms and conditions, shall be committed to the agreement.
- If the corporate authorities or county board operate as an opt-out program for residential and small business retail customers, then it shall be the duty of the aggregated entity to fully inform those customers in advance that they have the right to opt out of the aggregation program.
- On 6/22/2015 and in accordance with the requirements of ORC 4928.20, the corporate authorities or county board approved a resolution allowing a referendum question to be placed on the November 3, 2015, ballot to operate an Aggregation Program as an “Opt-Out” program.

Under the Opt-Out program, all DP&L residential and small business retail electric customers in city/village/county's jurisdiction 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 in the Municipal Aggregation buying group. On November 3, 2015, the electorate will be asked to allow the corporate authority or county board to arrange for the supply of electricity on behalf of the residents and small businesses in the jurisdiction. Upon approval of the ballot question by the electorate, the corporate authority or county board will adopt the Plan of Operation and Governance as the rules for the implementation and operation of a municipal electric aggregation program. Upon approval of the Plan, the corporate authority or county board will file an application with the PUCO for certification as a Governmental Aggregator.

- The corporate authority or county board has retained Supernova Partners, LLC, Affordable Gas and Electric Company, LLC ("Consultant") to assist with administering the Program, the Opt-Out process, managing the competitive bidding process, writing the Request for Proposal ("RFP") to help the corporate authority or county board officials select the most suitable Retail Electric Supplier ("CRES") and commodity product for participating residents and small businesses wanting to participate in the Program. Additionally, Consultant shall assist the corporate authority or county board in completing and filing all reporting and documentation for government aggregators as required by the PUCO.

## 2.) Municipal Opt-Out Aggregation

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The purpose of municipal opt-out aggregation is to reduce the electricity supply costs which the corporate authority or county board's residents and small businesses pay for electricity, taking advantage of certain economies of scale to negotiate favorable rates. The corporate authority or county board shall seek fixed electricity prices for each eligible class of customers that may be lower than the comparable price available from the Electric Distribution Utility ("EDU"), in this case DP&L. Individual residential and small business retail consumers are unable to obtain significant price discounts since they lack the bargaining power, expertise and the economies of scale enjoyed by larger industrial consumers. The Program will band together numerous electric accounts, providing the benefits of economies of scale that work to benefit the smaller consumer.

As a governmental aggregator ("GA"), the corporate authority or county board does not own electric generation assets and will not purchase and resell electricity, but represents consumer interests to set the terms for electricity supply and service from competing CRES licensed with the PUCO. Through a competitive bid process operated and managed by Consultant, the corporate authority or county board will enter into a contract with a CRES for full-requirements retail electricity supply service. The contract is expected to be for a fixed price for a specified term. The corporate authority or county board may contract with one or more CRES if necessary to meet the needs of participating residents and small businesses.

The corporate authority or county board will serve as governmental aggregator and in cooperation with Supernova Partners, LLC, Affordable Gas and Electric Company, LLC, will collect all residential and small

business electricity load within the corporate authority or county board's municipal boundaries and seek bids from qualified and PUCO licensed Competitive Retail Electric Service providers (CRES).

This Plan has been prepared by the corporate authority or county board officials in cooperation with *Supernova Partners, LLC, Affordable Gas and Electric Company, LLC, the "Consultant"*, to provide an understanding of structure, governance, operations, management, and policies of the Program to be utilized for residents and small businesses participating in the Program.

### 3.) Eligible Customers

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Eligible customers under the municipal electricity aggregation program include EDU customers who are located within the municipality's geographical boundaries and are either:

- Residential customers receiving electric service from the EDU
- Non-mercantile small business retail customers consuming 700,000 kwh or less annually on a calendar basis, receiving electric service from the EDU.

The corporate authority or county board will work with the winning CRES to remove any customers determined to be ineligible due to one or more of the following:

- Customer is not located within the municipal territory limits;
- Customer appears on the PUCO's "do not aggregate" list.
- Customer has opted out of the aggregation.
- Customer is in an existing power supply agreement with a CRES other than the current supplier of the governmental aggregation;
- Customer has a special arrangement with the electric utility;
- A mercantile customer that has not provided affirmative consent (opted-in) to join the aggregation;
- Customer is enrolled in percentage of income payment plan (PIPP) pursuant to section 4928.52 of ORC.

*Customers who are not eligible under the opt-out program, but may see a savings due to rates negotiated and secured, will be offered an opportunity to opt-in, if appropriate and allowed under ORC 4928.20.*

The Retail Customer Identification information provided by the EDU will remain the property of the municipality, and the CRES will handle data in a manner consistent with the provisions of all relevant *Federal and Ohio Law, PUCO regulations, etc.*

The CRES shall treat all customers equally and shall not deny service to any customer in the Program, or alter rates for different classes of customers unless authorized by Ohio State Law or administrative code.

## 4.) Opt-Out Process

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Customers who wish not to be “automatically included” in the program will be allowed to Opt-out in accordance with ORC 4928.20 and 4901:1-1-17. An initial opt-out period will be held and residential and small business customers who choose to opt-out will remain on the EDU’s standard service offer listed on the PUCO’s “Apples to Apples” website by utility as the “Price to Compare”

<http://www.puco.ohio.gov/puco/index.cfm/apples-to-apples/>

After a service agreement with the selected CRES has been finalized, the corporate authority or county board will provide the eligible customer list to the selected CRES. The list will include any eligible residential, and small commercial accounts that will realize savings through the accepted bid price. During the Opt-Out notification period, the selected CRES will operate an Opt-In program for customers who are currently not eligible to participate in an Opt-out program, but may otherwise provide affirmative consent to join the aggregation pursuant to. This will ensure the greatest amount of participation for all customers under the program.

**Opt-Out Notices:** A notice will be sent to all residential and small commercial accounts that are deemed eligible by the corporate authority or county board. See “Eligible Customer” section above. A sample of the notice is provided in Appendix A of this Plan. The contents of the notice will be printed on the corporate authority or county board’s municipal letterhead so as to avoid any confusion with other offers that may exist with other CRES in the state. The Opt-Out notice will clearly notify the Resident and Small Business of the rates to be charged for electricity and other terms of the contract with the selected supplier. The selected CRES will have thirty (30) days from the receipt of the eligible customer list to mail the opt-out notices to all eligible residences and small businesses included in the Program.

**Distribution of Opt-Out Notices:** The selected CRES will be required to pay for all production, printing, and mailing costs associated with the distribution of Opt-Out notices. The selected CRES and the corporate authority or county board will agree on the format of the Opt-Out notice prior to the mailing of any notices. The notices will be mailed from the selected CRES to the owner or occupant residing at the electric account mailing address shown on EDU’s customer list.

**Opt-Out Period:** After mailing the notices, there will be an Opt-Out Period of no fewer than 21 days. Customers not wishing to participate in the Program will have 21 days from the date postmarked on the notice to postmark and return the Opt-Out notice to the selected CRES in order to satisfy the Opt-Out requirement.

**Customer support during Opt-Out Period:** The selected CRES will maintain a toll-free phone number and website explaining the steps for Opting-Out of the Program. If necessary the selected CRES will provide bilingual or multilingual customer support to explain the Opt-Out procedure to non-English speaking residents. During this period and through the initial procurement term, the Consultant will provide supplemental customer support for any issues not satisfied by CRES customer support.

**Enrollment:** Once the Opt-Out Period has passed, the selected CRES will not enroll those EDU customers Opting-Out of the Program. In the event that an eligible residential or small commercial account is inadvertently omitted from the Program, the selected CRES shall enroll that customer at the Program rate for the remaining term.

**Opt-Out After Enrollment:** Once enrolled in the Program, customers may Opt Out or cancel their service with the selected CRES at any time by directly notifying the selected CRES via a toll-free phone number that will be provided on the Opt-Out notice. In all such cases, the customer may do so without incurring any charges, penalties, or fees.

**Early Cancellation Charges:** There will be no charges for customers leaving the program after enrollment with the selected CRES has occurred.

#### **Opt-Out Steps Overview:**

1. The selected CRES and the corporate authority or county board will agree upon the format of the Opt-Out notice prior to mailing residential and small business customers.
2. The selected CRES will mail Opt-Out notices to all eligible customer service classes.
3. Recipients will have at least **twenty one (21)** days from the postmark on the notice to return notice to selected CRES if they want to be removed from the Program.
4. Recipients will be able to Opt-Out by returning an Opt-Out card via U.S. Mail to the selected CRES.
5. The CRES will offer a toll-free phone number and website to aid recipients with the notice and the Opt-Out procedure. Further support will be provided by the Consultant through a link on the website <http://www.AffordableElectricRates.com>.
6. Additionally, residential and small businesses that do not Opt-Out, per step 4 above, will receive written notification, called a "Letter of Rescission" or a "Switch Letter", from the EDU stating that they are about to be switched.
7. The Letter of Rescission will inform the participant that they have **seven (7)** days to rescind the contract by contacting the EDU. The selected Supplier will not enroll those accounts Opting-Out of Program.

No opt-out disclosure notices will be sent to potential customers of an aggregation prior to the prospective governmental aggregator being certified by the PUCO as a governmental aggregator by submitting the following completed form:

<http://www.puc.state.oh.us/emplibrary/files/smed/CRES/3ERCRESFormsGovernmentalAggregator.pdf>

## **5.) Periodic Enrollment Updates**

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1. **Moving to the city, village or county from another municipality:** Residents and businesses that move into the city, village or county's jurisdiction will be automatically included in the Program. Consultant will periodically request updated account lists from the EDU and the winning CRES. Through a comparative scrubbing process, Consultant will then send a list of newly eligible, but currently not enrolled accounts to CRES, whereupon CRES will promptly send Opt-Out notices so that these account holders may be given the option to participate. These accounts will be given twenty-one (21) days from the postmark date on the notice to return the Opt-Out notice if they do not wish to participate in the Program.
2. **Moving within the city, village or county's jurisdiction:** Selected CRES shall continue service at the same rate and under the same terms and conditions for residents and small businesses that are in the Program, but move to a different premise within the city, village or county's jurisdiction prior to the expiration of the contract term. Customer will automatically receive a new opt-out notice. If such a notice is not received the customer will have the right to contact the selected CRES and or Consultant to obtain such a notice.

Any new accounts shall be able to enroll in the aggregation program under the same terms, conditions, and pricing as accounts that were initially enrolled during the initial opt-out period. However, newly enrolled accounts will only have the ability to participate in the ongoing aggregation program for the time remaining in the term of the agreement with the Supplier. Costs (for example for printing and mailing) associated with subsequent Opt-Out rounds will be paid in the same manner as for the initial Opt-Out round.

## 6.) Selected Supplier Responsibilities

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The corporate authority or county board will use a competent entity as a CRES to perform and manage aggregation services for the Program. The selected CRES shall provide adequate, accurate, and understandable pricing, terms and conditions of service, including, but not limited to, no switching fees and the conditions under which Program participants may Opt-Out without penalty at any time.

The CRES must provide the corporate authority or county board and Consultant, upon request, an electronic file containing the Program participant's usage, charges for retail supply service and such other information reasonably requested by the corporate authority or county board or the Consultant.

The CRES shall create and maintain a secure database of all Program participants. The database will include the name, address, EDU account number or Service Delivery Identifier, and the CRES's account number of each active Program participant, and other pertinent information such as rate code, rider code (if applicable), most recent 12 months of usage and demand, and meter reading cycle. The database will be updated at least quarterly. Accordingly, the Supplier will develop and implement a program to accommodate participants who (i) leave the Program due to relocation, Opting-Out, etc.; (ii)

decide to join the program; (iii) relocate anywhere within the corporate limits of the municipality; (iv) move into the municipality and elect to join the Program. **(See Appendix A of this Plan)**

**Education:** The selected CRES shall work with Consultant to develop and implement an educational program that generally explains the Program to all residential and small business customers.

CRES will provide updates and disclosures mandated by Ohio law and applicable rules and regulations, and implement a process to allow any participant the opportunity to Opt-Out of the Program according to the terms of the Power Supply Agreement.

**Customer Service:** the selected CRES shall hire and maintain an adequate customer service staff and develop and administer a written customer service process that will accommodate participant inquiries and complaints about billing and answer questions regarding the Program in general. This process will include a description of how telephone inquiries will be handled, either internally or externally, how invoices will be prepared, how participants may remit payment, and how collection of delinquent accounts will be addressed. The CRES and the corporate authority or county board will enter into a separate customer service plan agreement or the terms shall be included in the Power Supply Agreement.

**Any electric customer, including any participant in this Aggregation Program, may contact the Public Utilities Commission of Ohio (PUCO) for information, or to make a complaint against the Program, the CRES, or the EDU. The PUCO may be reached toll free at 1-800-686-7826 or for TTY (toll free) at 1-800-686-1570 from 8:00 a.m. to 5:00 p.m. weekdays, or at [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov) .**

**Billing:** EDU will provide a monthly billing statement to each Program participant which shall include CRES charges. The CRES will not charge any additional administrative fee(s).

**Compliance Process:** The CRES shall develop internal controls and processes to ensure that the corporate authority or county board remains in good standing as a Governmental Aggregator and ensure that the Program complies with ORC 4928.20 and all applicable laws, rules and regulations, as they may be periodically amended. It will be the CRES responsibility to deliver reports at the request of the municipality or Consultant in a timely manner that will include (i) the number of participants in the Program; (ii) a savings estimate or increase from the previous year's baseline; (iii) such other information reasonably requested by the municipality or Consultant; (iv) comparison of the participants charge for the supply of electricity from one designated period to another identified by the municipality. The CRES shall also develop a process to monitor, and shall promptly notify in writing, any changes or amendments to any laws, rules or regulations applicable to the Program.

**Notification to EDU:** The residential and small business customers in the corporate authority or county board that do not Opt-Out of the Aggregation Program will be enrolled automatically in the Program by the selected CRES. Eligible residents and small businesses included in the Program will not be asked to take affirmative steps to be included in the aggregation group. To the extent that EDU requires notification of participation, the selected CRES shall provide such notice to EDU. Periodically, the CRES

will inform EDU through electronic means, of any new members that it is enrolling into the Aggregation Group.

*Customer Switching Fee: The selected CRES shall be responsible for payment of any customer switching fees imposed by the incumbent EDU.*

## 7.) Supplier (CRES) Selection Criteria

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CRES responding to the RFP will be measured on the basis of PUCO licensing and certification standards, price, program, marketing, experience, and quality of the response. The CRES will also hold the corporate authority or county board and Consultant harmless of any financial obligations or liability that may arise as a result of the Program.

### *CRES Selection Criteria*

- Price per kWh and corresponding terms;
- Power Supply Contract flexibility;
- Proof of financial solvency and investment grade credit rating;
- Quality of response to Request for Proposal;
- Program Marketing Plan and informational outreach;
- Municipal Aggregation Experience;
- Municipal Opt-Out Experience;
- Certified as a Competitive Retail Electricity Service Provider in by the PUCO;
- Compliant to Purchase of Receivables/Utility Consolidated Billing ("POR-CB Program") facilitating EDU single billing to participants in the Program.
- Power Supply Contract meets the minimum requirements of the PUCO, and common commercial practice.
- Will provide assistance, if needed, by Consultant or corporate authority 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

## 8.) Consolidated Billing and Credit/Default Procedures

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EDU offers a purchase of receivables program with consolidated billing (POR-CB) for the benefit of retail customers and CRES. This allows for a single bill, administered solely by EDU, wherein EDU will invoice the EDU regulated delivery charges and supply rate provided by the selected CRES contained in the Power Supply Agreement.

The corporate authority or county board will utilize the POR-CB Program with its Municipal Aggregation to streamline the billing process, and eliminate the confusion of separate bills from EDU and the selected CRES.

Credit policies and procedures continue to be the responsibility of EDU and/or CRES. The corporate authority or county board will not be responsible for late or non-payments on the parts of any of its residents or small businesses. EDU and/or CRES billing practices should be consistent with all applicable guidelines issued by the PUCO. If there is a delinquent account, EDU and/or CRES or their agent will send collection notices to the customer's mailing address of record for service charges rendered by EDU, following established collection policies regardless of whether the customer participates in the Program or not. In the case of a POR-CB Program, the billing method the Program will utilize, the CRES' receivable becomes EDU's receivable and EDU will be responsible for those collection efforts under EDU's policy and requirements.

Customers will continue to receive their electricity bill from EDU, will continue to call EDU for service-related issues, and will continue to pay EDU.

**CUSTOMER INQUIRIES:** EDU operates a call center to assist customers with inquiries and resolve billing issues. EDU has toll-free numbers to contact the call centers printed on electric account holders' bills.

## 9.) Request for Qualifications/Proposal-Summary

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The Consultant will, on behalf of the corporate authority or county board governing body and residents, request qualifications from a number of licensed CRES in order to properly vet any potential bidders. To those CRES deemed most qualified, a Request for Proposals ("RFP") will be issued, utilizing predetermined criteria based on technical specifications, bidder requirements, bidding processes, and contract documents, to select a single Competitive Retail Electric Service provider (CRES). The Consultant will evaluate the bids received and will recommend a single CRES to serve as the electricity supplier to all eligible residents and small businesses within the municipal limits.

The corporate authority or county board may grant authority to a representative of the corporate authority or county board to approve the Power Supply Agreement with the selected CRES on behalf of the corporate authority or county board.

## 10.) Pricing Methodology

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**Pricing Methodology:** The corporate authority or county board intends to establish a price for the purchase of electricity for the Program. This will be the Program Rate measured in price per kilowatt-hour (kWh). The rate may include traditionally bundled renewable power components in the form of Renewable Energy Certificates (RECs), and will reflect various lengths of terms, contractual benefits, and

possible hold premiums (CRES holds price offer to be bound in Power Supply Agreement open for a fixed period of time beyond the standard one day to allow for municipality to review before signing off on Power Supply Agreement).

If the daily market price quote is deemed acceptable by the Consultant, the Consultant will inform the corporate authority or county board of the price and pricing components and recommend acceptance. If accepted, the corporate authority or county board will affirm acceptance of the commodity price in writing to the selected CRES.

The CRES invited to bid will quote rates for the following energy mixes:

- **Lowest Traditional Fixed Power Price** – The lowest priced fixed electricity supply available from a CRES using, at minimum, a percentage of renewable energy consistent with Ohio law and/or PUCO regulation. Should the annually weighted EDU Standard Service Offer for the enrolled participants be less than the selected CRES' retail power price, CRES will reserve the right to terminate service and return the Program participants to the EDU, or continue service at a rate equal to the EDU Standard Service Offer, inclusive of Municipal and Consultant Fees.
- **Discount to tariff** – a variable rate guaranteed to be a certain percentage below the EDU's tariff rate for a specific term. CRES shall provide an understandable description of the factors that will cause the price to vary (including any associated indices) and disclose how frequently the rate will change.
- **100% Renewable** – Electricity where 100% of the energy used by the aggregated accounts will be offset by Renewable Energy Credits that meet the U.S. Environmental Protection Agency's Green Power Partnership's definition of eligible green power resources, vintage requirements, and "new" requirements as detailed here:  
[http://www.epa.gov/greenpower/documents/gpp\\_partnership\\_reqs.pdf](http://www.epa.gov/greenpower/documents/gpp_partnership_reqs.pdf).  
Renewable Energy Credits shall also be Green-e certified and/or the RECs will be sourced through MISO-registered renewable sources.

If the CRES proposes to charge different rates to different rate classes within the aggregation (for example, a different price for residential and commercial customers), the CRES shall disclose the applicable rate(s) to customers within each rate class.

## 11.) Program Education Initiative

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The CRES shall maintain an educational program for the purpose of explaining the Program to eligible residents and small businesses. The Education Program will include updates, offer customer support during the term of the agreement, and provide information of where to Opt-Out of the Program, if a customer so desires.

Each residential and small business customer of EDU within the jurisdiction of the corporate authority or county board will receive a notification by mail explaining the Program, the procedure which must be followed to Opt-Out of the Program, the fixed electricity rate the municipality contracted for on behalf of participants in the Program, termination policies, and the deadline to return the Opt-Out letter.

The corporate authority or county board in partnership with Consultant, along with the selected CRES, will develop an education initiative that will inform residents of the specifics of the program. The education initiative may contain, but is not limited to the following:

- Mailings
- Community Meetings
- Advertisements
- Program Website
- Toll-Free Information Line
- Informational Videos
- Calculators (web-based)

## **12.) Demand Management and Energy Efficiency Initiative**

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Reduced energy costs should in no way be considered a license for increased usage. For that reason, no energy plan is complete without balancing reduced supply cost for end-users with some method(s) for demand side management and reduction. PUCO offers a website which specifies each customer's price-to-compare ("PTC").

The Consultant may work with the selected CRES to develop an "Energy Efficiency Program". The program may include resources for residential consumers regarding energy efficiency for their home. The corporate authority or county board will work with EDU to provide specific information about utility rebate programs.

## **13.) Power Supply Agreement**

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The corporate authority or county board will be presented with and have the option to execute a Power Supply Agreement ("Agreement") with the selected CRES.

Bids may contain various lengths of term. Upon recommendation of the consultant and at the discretion of the corporate authority or county board, the duration of any subsequent contract term will be determined.

**The agreement shall include:**

- The approved rate and the power mix for the Program, and shall disclose all additional or ancillary fees.
- Requirements that all licenses and qualifications are maintained.
- Requirements that the CRES manage the program under the Plan of Operation and Governance as approved and amended if need be.
- Agreement not to solicit or contract directly with eligible residents or small businesses in the Program for service or rates outside the aggregation
- Agreement not to use the customer data and information for any other marketing purposes.
- Agreement to indemnify and hold the corporate authority or county board and consultant harmless from any claims, causes of action, damages, judgments, and financial obligations arising from the Program.
- Proof of insurance and performance security as the municipality deems necessary.
- Provision that the CRES will assist the corporate authority or county board in developing a Program Education Initiative.

#### **Termination of Service**

- End of Term: the Power Supply Agreement with the CRES will terminate upon its expiration.
- Early Termination: The corporate authority or county board will have the right to terminate the Power Supply Agreement prior to the expiration of the term in the event the CRES commits any act of default. Acts of default include, but are not limited to the following:
  - Breach of confidentiality regarding customer information;
  - The disqualification of the CRES to perform the services due to the lapse or revocation of any required license or certification;
  - The EDU's termination of its relationships with the CRES;
  - Any act or omission that constitutes deception by affirmative statement or practice, omission, fraud, misrepresentation, or bad faith practice;
  - Billing in excess of the approved rates and charges;
  - Billing or attempting to collect any charge other than the approved kWh rates and contractually approved charges;
  - Failure to perform at a minimum level of customer service required by the corporate authority or county board.
- Upon termination for any reason, the corporate authority or county board will notify the Utility to return the residents and small business accounts to the Default Tariff Service. Upon termination, the corporate authority or county board shall provide at least sixty (60) days written notice of termination to each account holder participating in the Program. If the agreement is not extended or renewed, participants will be notified as required by law and the CRES rules of the PUCO in advance of the end of service. Participants will also be notified of their rights to select an alternate generation supplier and of their ability to return to EDU's Standard Service Offer upon termination.



### **Changes, Extension or Renewal of Service**

The initial term of the agreement for power supply service will provide service for the specified term beginning upon activation of services. If the Agreement is extended or renewed, Program participants will be notified as required by law and the rules of the PUCO as to any changes in rates or service conditions. At least every three years, all EDU customers in the municipal boundaries 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 EDU's Standard Service Offer.

## **14.) Liability**

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The corporate authority or county board and Consultant shall not be liable, in any instance, to residents and small commercial retail customers for any claims arising from or due to provisions of municipal aggregation of electricity. Any such claims should be solely directed to the selected CRES, pursuant to the power supply agreement.

## **15.) Miscellaneous**

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The Plan of Operation and Governance may be impacted by forces outside the control of the corporate authority or county board. Those items may include the following:

- Amendments or changes to applicable Ohio law.
- Federal Energy Regulatory Commission (FERC) tariffs that may be enacted or amended;
- PUCO rules and regulations as may be enacted or amended;
- EDU tariffs as approved or amended periodically by the PUCO;
- Federal, state, and local laws;
- Rules, regulations, and orders approved or enacted by federal, state, or local regulatory agencies.

The Plan of Operation and Governance will be on file at the corporate authority or county board Administrative office.

Please call 937-498-2335 for a copy or to obtain additional information

Any electric customer, including any participant in the aforementioned Aggregation Program, may contact the Public Utilities Commission of Ohio (PUCO) for information, or to make a complaint against the Program, the CRES, or the EDU. The PUCO may be reached toll free at 1-800-686-7826 or for TTY (toll free) at 1-800-686-1570 from 8:00 a.m. to 5:00 p.m. weekdays, or at [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov).



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**Case No(s). 15-2047-EL-GAG**

Summary: In the Matter of the Application of City of Sidney