



Public Utilities
Commission

Application Attachments



Public Utilities Commission

Competitive Retail Electric Service (CRES)
Governmental Aggregator Application

Case Number: 13 - 2408 - EL-GAG

Please complete all information. Identify all attachments with a label and title (example: Exhibit B-2 Operation and governance plan). For paper filing, you can mail the original and three complete copies to the Public Utilities Commission of Ohio, Docketing Division, 180 East Broad Street, Columbus, Ohio 43215-3793.

A. Application Information

A-1. Applicant's legal name and contact information.

Provide the name and contact information of the business entity.

Legal Name: Village of Millersburg
Street Address: 6 N. Washington St
City: Millersburg State: OH Zip: 44654
Telephone: 330-674-1886 Website: n/a

A-2. Contact person for regulatory matters.

Name: Kevin Crewson
Street Address: 168 E Market St
City: Akron State: Oh Zip: 44308
Telephone: 330-603-2018 Email: kcrewson@energyharbor.com

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

Name: Christina Bauman
Street Address: 168 E Market St
City: Akron State: Oh Zip: 44308
Telephone: 330-336-7476 Email: cbauman@energyharbor.com

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

Street Address: 168 E Market St
City: Akron State: Oh Zip: 44308
Toll-free
Telephone: 866-636-3749 Email: n/a

B. Managerial Capability

Provide a response or attachment for each of the sections below.

B-1. Authorizing Ordinance.

Provide a copy of the adopted ordinance or resolution authorizing the formation of a governmental aggregation program pursuant to Sections [4928.20\(A\)](#), [4929.26](#), and/or [4929.27](#) of the Ohio Revised Code.

B-2. Operation and governance plan.

Provide a copy of the applicant's plan for operation and governance of its aggregation program adopted pursuant to Section [4928.20\(C\)](#), [4929.26\(C\)](#), and/or [4929.27\(B\)](#) of the Ohio Revised Code and in accordance with [4901:1-21-16](#) and/or [4901:1-28-03](#) of the Ohio Administrative Code.

B-3. Opt-out disclosure notice.

Provide a draft copy of the opt-out notice that provides or offers automatic aggregation services in accordance with Sections [4928.20\(D\)](#) or [4929.26\(D\)](#) of the Ohio Revised Code and in accordance with [4901:1-21-17](#) and/or [4901:1-28-04](#) of the Ohio Administrative Code. The applicant must file the finalized opt-out notice in the certification case docket no more than 30 days and not less than ten days prior to public dissemination.

B-4. Experience and plans.

Describe in detail the applicant's experience and plan for providing aggregation services, including contracting with consultants, broker/aggregators, retail natural gas suppliers and/or retail generation providers, providing billing statements, responding to customer inquiries and complaints, and complying with all applicable provisions of Commission rules adopted pursuant to Section [4929.22](#) and/or [4928.20](#) of the Ohio Revised Code.

As authorized representative for the above company/organization, I certify that all the information contained in this application is true, accurate and complete. I also understand that failure to report completely and accurately may result in penalties or other legal actions.

Signature



Date

11-30-23

Title

Village Administrator

Competitive Retail Electric Service Affidavit

County of Holmes :

State of Ohio :

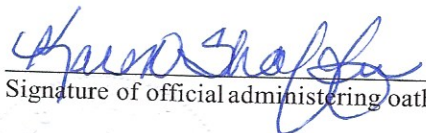
Nathan Troyer, Affiant, being duly sworn/affirmed, hereby states that:

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.

 VILLAGE ADMINISTRATOR
Signature of Affiant & Title

Sworn and subscribed before me this 30 day of NOV., 2023
Month Year


Signature of official administering oath

Karen Shaffer, Clerk-Treas.
Print Name and Title

My commission expires on Aug. 28, 2024

Exhibit B-1: Authorizing Ordinance

ORDINANCE NO. 2013-106

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

WHEREAS, the Ohio Legislature has enacted electric deregulation legislation ("Am. Sub. S.B. No. 3") which authorizes the legislative authorities of municipal corporations, townships and counties to aggregate the retail electrical loads located in the respective jurisdictions and to enter into service agreements to facilitate for those loads the purpose and sale of electricity; and

WHEREAS, such legislative authorities may exercise such authority jointly with any other legislative authorities; and

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

WHEREAS, this Council seeks to establish a governmental aggregation program with opt-out provisions pursuant to Section 4928.20 Ohio Revised Code (the "Aggregation Program"), for the residents, businesses and other electric consumers in the Village and in conjunction jointly with any other municipal corporation, township, county or other political subdivision of the State of Ohio, as permitted by law.

BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF MILLERSBURG, STATE OF OHIO THAT:

SECTION 1:

This Council finds and determines that it is in the best interest of the Village of Millersburg, its residents, businesses and other electric consumers located within the corporate limits of the Village of Millersburg to establish the Aggregation Program in the Village of Millersburg. Provided that this Ordinance and the Aggregation Program is approved by the electors of the Village of Millersburg pursuant to Section 2 of this Ordinance, the Village of Millersburg is hereby authorized to aggregate in accordance with Section 4928.20 Ohio Revised Code, the retail electric loads located within the Village of Millersburg, and, for that purpose, to enter into service agreements to facilitate for those loads the sale and purchase of electricity. The Village of Millersburg may exercise such authority jointly with any other municipal corporation, township, county or other political subdivision of the State of Ohio to the full extent permitted by law. The aggregation will occur automatically for each person owning, occupying, controlling or using an electric load center proposed to be aggregated and will provide for the opt-out rights described in Section 3 of this Ordinance.

SECTION 2:

The Board of Elections of Holmes County is hereby directed to submit the following question to the electors of the Village of Millersburg at the general election on November 5, 2013:

Shall the Village of Millersburg have the authority to aggregate the retail electric loads located in the Village, and for that purpose, enter into service agreements to facilitate for those loads the sale and purchase of electricity, such aggregation to occur automatically except where any person elects to opt out?

The Clerk of the Village of Millersburg is instructed to immediately file a certified copy of this Ordinance and the proposed form of the ballot question with the Holmes County Board of Elections not less than ninety (90) days prior to November 5, 2013. The Aggregation Program shall not take effect unless approved by a majority of the electors voting upon this Ordinance and

the Aggregation Program provided for herein at the election held pursuant to this Section 2 and Section 4928.20 of the Ohio Revised Code.

SECTION 3:

Upon the approval of a majority of the electors voting at the election provided for in Section 2 of this Ordinance, this Council individually or jointly with any other political subdivision, shall develop a plan of operation and governance for the Aggregation Program. Before adopting such plan, this Council shall hold at least two public hearings on the plan. Before the first hearing, notice of the hearings shall be published once a week for two consecutive weeks in a newspaper of general circulation in the Village. The notice shall summarize the plan and state the date, time, and location of each hearing. No plan adopted by this Council shall aggregate the electrical load of an electric load center within the Village unless it in advance clearly discloses to the person owning, occupying, controlling, or using the load center that the person will be enrolled automatically in the Aggregation Program and will remain so enrolled unless the person affirmatively elects by a stated procedure not to be so enrolled. The disclosure shall state prominently the rates, charges, and other terms and conditions of enrollment. The stated procedure shall allow any person enrolled in the Aggregation Program the opportunity to opt out of the program every three years without paying a switching fee. Any such person that opts out of the Aggregation Program pursuant to the stated procedure shall default to the standard service offer provided under division (a) of Section 4928.14 or division (d) of Section 4928.35 Ohio Revised Code until the person chooses an alternative supplier.

SECTION 4:

This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

SECTION 5:

This Ordinance shall take effect and be in full force from and after the earliest date allowed by law.

Notice of this Ordinance shall be published in the Wooster Daily Record and/or the Holmes County Hub and/or the Holmes County Journal once per week for two (2) consecutive weeks as required by the Ohio Revised Code.

Reading 1 6/10/13 Reading 2 Suspended Reading 3 6/24/13

PASSED in Council this 24 day of June, 2013.

Vote: All yea

Attest: Karen Shaffer
Karen Shaffer, Clerk of Council

James Beechy
James Beechy, President of Council

Approved: June 24, 2013

Jeff Huebner
Jeffrey Huebner, Mayor

CERTIFICATE TO COPY - ORIGINAL ON FILE

The State of Ohio, Holmes County

I, Karen S. Shaffer, Clerk-Treasurer of the Village of Millersburg, within and for said County, and in whose custody the Files and Records of said Village are required by the Laws of the State of Ohio to be kept, do hereby certify that the foregoing is taken and copied from the original Ordinance 2013-106 now on file, that the foregoing has been compared by me with said original document, and that the same is a true and correct copy thereof.

Witness my signature, this 10 December 2013.

Karen Shaffer
Karen S. Shaffer, CMC, Village of Millersburg Clerk-Treasurer

CERTIFICATE OF RESULT OF ELECTION ON QUESTION OR ISSUE

Revised Code, Section 3501.11

State of Ohio
County of HOLMES }

The Board of Elections of HOLMES County hereby

certifies that at the election held in the VILLAGE OF MILLERSBURG
(Name of Subdivision)

on the 5th day of November, 2013, the vote cast on the following issue was
as follows:

Issue Shall the Village of Millersburg have the authority to aggregate the retail electric

loads located in the Village, and, for that purpose, enter into service agreements to facilitate for

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

those loads the sale and purchase of electricity, such aggregation to occur automatically except

where any person elects to opt out?

Votes Yes 353
(For, yes, etc.-as on ballot) (Number)

Votes No 232
(No, against, etc.-as on ballot) (Number)

Total vote cast on issue: 585
(Number)

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

Ohio, this 18th day of November, 2013

Patricia A. Coe
Bonnie S. Seef Chair
Garrett E. Stoller

Attest: Patricia A. Welch
Director

BOARD OF ELECTIONS

Holmes County, Ohio

Exhibit B-2: Operation and Governance Plan

LEGAL NOTICE

THE VILLAGE OF Millersburg Council will hold two public hearings on Tuesday, December 3, 2013 at 4:00 P.M. and 7:00 P.M. in the Village Council Chambers, located at 6 North Washington Street, Millersburg, OH 44654 to receive public comment on the proposed Plan of Governance and Operation and RFP documents proposed to be adopted for the Village of Millersburg Electrical Aggregation Program.

Both draft documents are available for review at the Village of Millersburg Offices. Anyone wishing to comment may do so in person at the meetings or in writing by sending written comment to: Village of Millersburg % Nathan Troyer, Village Administrator, 6 North Washington Street, Millersburg, OH 44654. Written comments must be received no later than 2:00 P.M. December 3, 2013.

Published in The Holmes
County Bargain Hunter on
November 18, 25, 2013.

RESOLUTION 2013-40

**A RESOLUTION AUTHORIZING THE ADOPTION OF AN ELECTRIC POWER
AGGREGATION PLAN OF OPERATION AND GOVERNANCE FOR THE VILLAGE
OF MILLERSBURG, HOLMES COUNTY, OHIO AND DECLARING AN
EMERGENCY**

WHEREAS, the electorate of Millersburg has previously authorized the Village to determine the best policy for the community's residents relating to electric power aggregation; and

WHEREAS, the Village Council of Millersburg has previously authorized an agreement with Strategic Aggregation Consultants, LLC to provide a contract for electric aggregation services and has held two public hearings on the Plan of Operations and Governance;

NOW, THEREFORE, BE IT RESOLVED by the Village Council of Millersburg, Holmes County, Ohio, that:

Section 1: The Village Council of Millersburg hereby adopts an Electric Power Aggregation Plan of Operation and Governance for the Village of Millersburg pursuant to PUCO regulations.

Section 2: A copy of said Plan is hereby attached and marked as "Exhibit A" and is made part of this resolution.

Section 3: This resolution is hereby declared to be an emergency measure necessary for the immediate preservation of public peace, health, safety and welfare for the reason that immediately adopting the Village of Millersburg Electric Power Aggregation Plan of Operation and Governance for the Millersburg electric aggregation program will allow consumers to reduce their electric bills at the earliest possible time, and provided the resolution receives the affirmative vote of two-thirds of the members elected to the Village Council, it shall take effect and be in force from and after the earliest time allowed by law.

Notice of this Resolution shall be published in the Wooster Daily Record and/or Holmes County Bargain Hunter once per week for two (2) consecutive weeks as required by the Ohio Revised Code.

Reading 1 12-9-13 Reading 2 Suspended Reading 3 Suspended

PASSED in Council this 9 day of December, 2013.

Vote: All yea

Attest: Karen Shaffer
Karen Shaffer, Clerk of Council

James Beechy
James Beechy, President of Council

Approved: December 9, 2013

Village of Millersburg

Electric Power Aggregation Plan of Operation and Governance

December 9, 2013

Village of Millersburg Electric Power Aggregation Plan of Operation and Governance

I. INTRODUCTION

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

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

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

II. PROCESS

In November 2013, Millersburg voters approved the development of a form of government electric aggregation known as "opt-out" aggregation. Under the opt-out program, all AEP residential and commercial customers in the Village are automatically included as participants in the program unless they opt-out of the program by providing written notice of their intention not to participate. As required by state law, the Village Council passed an Ordinance, which authorized submitting the selection of opt-out aggregation to the Village's voters.

In addition to obtaining necessary Village Council approvals, the Village is also required to comply with various PUCO regulations. The Village will file an application with the PUCO for certification as a Government Aggregator as soon as the Village Council Approves the Plan, on or about December 9, 2013. As required by the regulations, the Village developed this Aggregation Plan of Operation and Governance ("Plan"). The Village advertised the Public hearing dates to discuss the Plan in the Holmes County Bargain Hunter. As required by the PUCO's regulations, two hearings were conducted on December 3, 2013 at 4:00 p.m. and 7:00 p.m. The Opt-out notice for the Village's Program will be sent to all electric customers in the Village upon approval of this Plan, setting forth the rates, terms and conditions of the program, and giving 21 days to opt out of the Program.

By vote of the Village Council of Millersburg on September 23, 2013, the Village selected Strategic Aggregation Consultants, LLC (SAC), as its Consultant. SAC will assist the Village in the establishment and implementation of its aggregation program. An RFP will be issued to select the best CRES supplier to provide the electric power for the Millersburg Aggregation Program. Under this program, American Electric Power (AEP) will still deliver the electricity purchased from the Village's selected provider, to customers of the program. Such customers will receive only one bill (from AEP), and all metering, repairs and emergency service will continue to be provided by AEP.

III. DEFINITIONS

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

"Aggregation Program" means the program developed by the Village of Millersburg, as a Government Aggregator under Section 4928.20 Ohio Revised Code, to provide AEP customers in the Village with retail electric generation services.

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

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

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

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

IV. OPERATIONAL PLAN:

A. Aggregation Services

1. **Provider:** Millersburg will use a contractor ("Retail Electric Generation Provider") to perform and manage aggregation services for its Members. The Village will select a supplier following and Request for Proposal (RFP) process administered by SAC. The selected Provider shall provide adequate, accurate, and understandable pricing terms and conditions of service, including any switching fees and the conditions under which a Member may rescind a contract without penalty. The Provider must provide the Village, if requested, an electronic file containing the Members usage, and charges. The Provider must have a local Millersburg phone number or a toll free number for Members to call.

2. **Database:** The Retail Electric Generation Provider will build and maintain a database of all Members. The database will include the name, address, Ohio Power account number, and Retail Electric Generation Provider's account number of the Member, and other pertinent information such as rate code, rider code (if applicable), most recent 12 months of usage and demand, and meter read cycle. This database will be updated at least quarterly. Accordingly, the Retail Electric Generation Provider will develop a process to be implemented that will be able to accommodate at a minimum Members who (i) leave the program due to relocation, opting out, etc. (ii) decide to enter the Program; (iii) relocate within the Village, and (iv) move into the Village and desire to enter the Program. This database shall also be capable of eliminating PIPP customers, mercantile accounts, and commercial accounts using more than 700,000 KWh annually from the Program as well as those who have previously switched to an alternate supplier or previously opted out. The Retail Electric Generation Provider will use this database to perform bill audits for clerical and mathematical accuracy of Member bills.

3. **Member Education:** The Retail Electric Generation Provider will develop, with the assistance of SAC and the Village, an educational program that generally explains the Aggregation Program to Members, provides updates and disclosures mandated by Ohio law and PUCO rules, and implements a process to deal with allowing any person enrolled in the Aggregation Program the opportunity to opt out of the program at least every three years, without paying a switching fee to the Village or the Provider. See Appendix A for a detailed description of the Education Process.

4. **Customer Service:** The Retail Electric Generation Provider will develop and administer a customer service process, that; at a minimum, will be able to accommodate (i) Member inquiries and complaints about billing; and (ii) answer questions regarding the program in general. This process will include at a minimum a description of how telephone inquiries will be handled, either internally or externally, how invoices will be

prepared, how remittance of payment will be dealt with, and how collections for delinquent accounts will be addressed. See Appendix B for a detailed description of the Customer Service Plan.

6. **Billing:** Millersburg will use the Retail Electric Generation Provider, or its designated agent, to provide billing services to each Member for the Competitive Retail Electric Services, with no additional administrative fee. At this time, AEP will render the billing statement, which should be consistent with all applicable guidelines issued by the PUCO. As this market develops, Millersburg may, at its option and in consultation with the Provider, change this function to the Retail Electric Generation Provider or a billing agency.

7. **Compliance Process:** The Retail Electric Generation Provider will develop internal controls and processes to ensure that the Village remains in good standing as a Government Aggregator that complies with all laws, rules and regulations surrounding the same, as they may be amended from time to time. It will be the Retail Electric Generation Provider's responsibility to deliver periodic reports that will include at a minimum (i) the number of Members participating in the Program; and (ii) a savings estimate or increase from the previous year's baseline. The Retail Electric Generation Provider will also develop a process to monitor and provide notification of any changes in laws, rules or regulations.

8. **Notification to AEP:** The Village's AEP consumers that do not opt-out of the Village's Aggregation Group will be enrolled automatically in the Aggregation Program. Participants in the Village's Aggregation Group will not be asked to take other affirmative steps in order to be included in the Group. To the extent that AEP requires notification of participation, the Village and SAC will coordinate with its Provider to provide such notice to AEP. The Provider will inform AEP of any individuals who may have been permitted to join the Aggregation Group after the expiration of the enrollment period.

B. Power Supply Agreement

The Power Supply Agreement will provide for the Provider to serve the Village's Government Aggregation Group. Under the Agreement, the term for power supply to Members will be determined following the RFP process.

C. Millersburg' Retail Electric Generation Provider

The selected Provider must satisfy each of the following requirements:

- Has sufficient sources of power to provide retail firm power to the residents and businesses of Millersburg.
- Is a licensed Federal Power Marketer with the Federal Energy Regulatory Commission.
- Is certified as a CRES by the PUCO.
- Is registered as a generation supplier with AEP.
- Has a Service Agreement for Network Integration Transmission Service under AEP's Open Access Transmission Tariff.
- Has the corporate structure to sell retail firm power to the AEP customers in the Village.
- Its Electronic Data Interchange computer network is fully functional and capable of handling the AEP retail electric customers in Millersburg.
- Has the marketing ability to reach all AEP retail electric customers to educate them on the Village's Aggregation Program.
- Has a call center capable of handling the Village's Aggregation Group customer calls.
- Has a toll-free number as required by the PUCO for customer service and complaints related to the Village's aggregation program.
- Will hold the Village financially harmless from any financial obligations arising from supplying power to the AEP retail electric customers in the Village.
- Satisfies the State of Ohio's, AEP's and the Village's credit requirements.
- Will execute the Power Supply Agreement.
- Will provide necessary information to the Village's selected consultant and the Village to allow for filing the quarterly and 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.
- Will assist in developing a Consumer Education Plan.

D. Activation of Service

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

E. Changes, Extension or Renewal of Service

The Agreement for power supply service with the selected Provider will provide service for the term agreed upon following the RFP process. If the Agreement is extended or renewed, Members will be notified as required by law and the rules of the PUCO, as to any change in rates or service conditions. At least every three years all AEP customers in the Village 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 AEP's Standard Service Offer.

F. Termination of Service

In the event that the Power Supply Agreement is terminated prior to the end of the term, each individual Member of the Aggregation Group will receive written notification of the termination of the Program at least sixty (60) days prior to termination of service. If the Agreement is not extended or renewed, Members will be notified as required by law and the CRES rules of the PUCO in advance of the end of service. Members will also be notified of their right to select an alternate generation supplier and of their ability to return to AEP's Standard Service Offer upon termination.

G. Opt-In Procedures

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

H. Opt-out Procedures

AEP consumers may opt-out of the Village's Aggregation Group at any time during the opt-out period without additional fees charged by the Provider or the Village. Aggregation Group participants who switch to a different generation supplier after the expiration of the Opt-out period will be allowed to do so in correlation with the consumer's next scheduled meter read date. Any switching fee for leaving the program at any other time than the opt-out period will be clearly stated in the opt-out notification. Switching to a different generation supplier on the next meter read date, however, will occur when the next meter read date is fifteen (15) business days or more from the date of the consumer's notice of intent to opt-out of the Aggregation Group. Notification of intent to opt-out of the Aggregation Group may be made by contacting the Provider by telephone or in writing. Consumers who opt-out of the Aggregation Group will default to AEP's Standard Service Offer, until the consumer selects an alternate generation supplier.

I. Rates

Residential and Commercial Rates:

Through the efforts of its consultant, Strategic Aggregation Consultants, LLC., the Village will seek proposals from PUCO certified Retail Electric Generation Providers. The RFP shall require the suppliers to offer a generation charge for firm, full-requirements supply. The selected Provider may provide a fixed price per KWh or "percent-off" pricing structure by customer rate classification or customer class. The prices to be charged to consumers will be set by the Village Council, or their designee, after negotiations with the selected Provider.

Consumers will be notified of the rates and terms of the Program through a direct mailing sent to each eligible resident and business within the Village limits. An opt-out notification will be sent to all eligible residents and businesses in accordance with PUCO guidelines.

K. Universal Service and Low Income Customer Assistance

The Ohio Department of Development (ODOD), under the electric restructuring law, will provide one-stop shopping for low-income assistance programs. There are five low-income assistance programs: 1) Percentage of Income Payment Plan (PIPP); 2) the Home Energy Assistance Program; 3) the Home Weatherization Assistance Program; 4) the Ohio Energy Credit Program; and 5) the Targeted Energy Efficiency and Weatherization Program. Ohio law allows the Director of the Ohio Department of Development to aggregate consumers that participate in PIPP and to competitively auction the generation supply for PIPP customers. Accordingly, PIPP customers may be included in the State's PIPP customer aggregation. To the extent permitted by Ohio law and the PUCO, PIPP customers will be included in the Village's aggregation unless they choose to opt out.

V. MISCELLANEOUS GOVERNANCE GUIDELINES

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

VI. LIABILITY

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

VII. INFORMATION AND COMPLAINT NUMBERS

Copies of this Plan are available from the Village of Millersburg free of charge. Call the Village of Millersburg Administration Department at 330-674-1886 for a copy or for more information.

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

Exhibit B-3: Opt-out Disclosure Notice



<FULLNAME>
<MAILING ADDRESS_1>
<MAILING ADDRESS_2>
<CITY>, <ST> <ZIP+4>

Welcome to the
Village of Millersburg
Electric Aggregation Program

Hi <Contact_First_NM>,

March 16, 2020

We are pleased to let you know that your community of the Village of Millersburg has chosen Dynegy to be the preferred electricity supplier for you and your neighbors through its Electric Aggregation Program. In November 2013, your community gave the elected Officials the authority to negotiate the most favorable electricity supply rate and terms for you. We are very proud to have been chosen to serve you!

Here's What You Can Expect

- The program is simple! You're automatically enrolled and there's no enrollment, switching or early termination fee.
- You'll receive a guaranteed, fixed rate of \$0.04870 per kWh through your May 2022 meter read.
- Nothing will change! Continue to receive one monthly bill from your local utility, AEP Ohio. You'll notice that Dynegy will now show as a line item for the supply portion on your bill.
- AEP Ohio will send you a confirmation letter after your enrollment is finalized.

Secure Rate

+

**Satisfaction
Guaranteed**

+

**Trusted by
Millions**

Don't want to participate?

Just complete and return the reply card below or call Dynegy at 888-682-2170 by April 6, 2020. If you choose to opt out of the program at this time, or if you choose to leave the program at a later date, you will be served by AEP Ohio under its standard service offer or until you choose an alternative supplier of electric service. If you switch back to your utility, you may not be served under the same rates, terms, and conditions that apply to other customers served by your utility.

To learn more about the program, please see the enclosed terms and conditions or visit

<https://www.dynegy.com/municipal-aggregation/communities-we-serve/Ohio/millersburg>

With much appreciation,
Village of Millersburg & Dynegy

See Reverse for Frequently Asked Questions

Community: **Village of Millersburg**

☐

I do not wish to take advantage of the favorable rate negotiated through the Village of Millersburg Electric Aggregation Program. By checking this box, I understand that my electricity account will not be included in the program.

This opt-out card must be post marked by **April 6, 2020** and mailed to Dynegy, PO Box 650764 Dallas, Texas, 75265-0764

Customer Name _____ Account Number _____

Service Address _____

Service Address _____

Signature _____ Date _____

ABOUT THE PROGRAM

What is an Electric Aggregation Program?

Aggregation is an opportunity for cities, townships and counties to negotiate competitive electric supply prices and provide budget stability for their residents and small businesses.

First, residents must vote to give their community officials the ability to negotiate electric prices for their community. Once a referendum is passed, communities are able to aggregate and elected officials can work with alternative energy suppliers to negotiate competitive electric prices.

How was Dynegy chosen as the supplier?

Your community implemented a formal process where proposals from multiple suppliers were submitted for considerations. Dynegy was selected to be your electric provider.

ELIGIBILITY AND ENROLLMENT

Who is eligible to participate?

Residential and small business customers located in your communities may participate. Customers enrolled with an alternative retail supplier will not be included in the initial program; however, they can call to be enrolled. Customers enrolled in PIPP (Percentage of Income Plan) are not eligible for the program.

How do I enroll?

It's simple. It's automatic. Unless you "opt-out" of the program, all eligible customer accounts within your community boundaries will be enrolled in the program as long as you are not participating in one of the programs mentioned above. You will receive a "switch" letter from your local electric company, confirming your enrollment.

Do I have to participate in the aggregation program?

All eligible local electric company customers within your community will receive an opt-out notification letter via U.S. mail. You may "opt-out" by returning the Opt-Out card by the deadline date identified in your notification. If you choose to opt-out, your account remains with your local electric company at their current utility rate.

If I don't want to be a part of the program, why do I have to opt-out?

The voters authorized the community to develop an aggregation program where each resident and small business is automatically enrolled. Therefore, if you prefer not to participate, you must opt out of the program.

What if I decide to opt-out after the opt-out deadlines have passed? You may opt out at any time by notifying us via telephone, email, or mail.

RATE AND TERM INFORMATION

What are the Rates & Terms for this Aggregation Program?

Your competitive rate and terms are explained in your Terms and Conditions. Customers who are enrolled in the program should see the changes on their monthly electricity bill 45 to 60 days after enrollment.

What if my local electric company's rate decreases?

If at any time during the term of this Agreement your local electric company's rates fall lower than the Dynegy price, you will have the option to return to the utility, your local electric company, without penalty.

What happens at the end of the Agreement term?

At the end of the Agreement term, as defined in the Terms and Conditions you have the option of staying with a new aggregation program, returning to your local electric company, or signing with a new supplier independent of the Aggregation program.

BILLING AND SERVICE

Who will bill me for electricity? Will I get two bills?

You will continue to receive one monthly bill from your local electric company. The bill will include the charges for electricity supplied by Dynegy, as well as the delivery service charges from your local electric company.

Can I still have my payment automatically deducted from my checking account?

Yes, how you pay your bill will not change.

Can I stay on budget billing?

Yes, your budget billing will not be affected by your participation in this program. Please call Dynegy at 888.682-2170 to enroll.

Who is responsible for the delivery of power to my home or business?

Your local electric company will continue to deliver your electricity and will be responsible for maintaining the system that delivers power into your home. As your energy delivery company, they will continue to respond around-the-clock to outages, service calls and emergencies regardless of your electric supplier.

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

You will continue to call your local electric company for power outages, problems with your service or questions regarding your monthly bill.

Who do I call if I have questions regarding the Aggregation Program?

Dynegy at 888-682-2170 or
DynegyCustomerService@Dynegy.com

Dynegy Energy Services (East), LLC
Residential and Small Commercial Electric Supply Agreement Terms and Conditions

1. Purchase of Electricity – Dynegy Energy Services (East), LLC (DESE) agrees to sell, and you (Customer) agree to buy, all retail electricity at the price and on the terms and conditions specified in this Agreement. Customer's electric utility, Duke Energy–Ohio, remains responsible for the delivery of electricity to the Customer.

2. Residential or Small Commercial Service – Customer acknowledges this Agreement is for electricity for residential or small commercial use only.

3. Price and Initial Term – The price for electricity (Price) will be \$0.04870 per kWh through your May 2022 meter read date (Initial Term). Electricity service under this Agreement will begin with the next available meter read date after DESE and Customer's electric utility process Customer's enrollment. In addition to delivering electricity, Customer's electric utility will continue to read Customer's meter, bill the Customer and respond to any outages. If Customer switches back to Customer's electric utility for any reason, Customer may or may not be served under the same rates, terms, and conditions that apply to other customers served by the electric utility. Price includes broker fees, but does not include any applicable taxes, fees or charges related to distribution service from the Customer's electric utility. If DESE wishes to lower the Price due to a change in market conditions, DESE may do so without Customer's consent provided there are no other changes to the terms and conditions of this Agreement.

5. Length of Contract - As a part of your community's program, your service from DESE will commence with your next available meter reading after processing of enrollment by your electric utility, and will continue for the term as specified in the opt-out notification, ending on your meter read for the last month of service.

6. Billing and Payment – The charges for electricity provided by DESE will appear on Customer's monthly bill from Customer's electric utility, and is due and payable to Customer's electric utility on the same day the electric utility's bill is due. Customer will incur additional service and delivery charges from the Customer's electric utility. Customer should continue to follow any bill payment procedures between Customer and Customer's electric utility. Customer agrees to accept the measurements as determined by Customer's electric utility for purposes of accounting for the amount of electricity provided by DESE under this Agreement. Customer has the right to request from DESE, twice within a twelve-month period without charge, up to twenty-four months of the Customer's payment history. The failure to pay electric utility charges may result in Customer being disconnected from service in accordance with the Customer's electric utility tariff.

7. Customer Cancellation or Termination of the Agreement – Customer's electric utility will send Customer a notice confirming the switch to DESE for electricity. **CUSTOMER MAY CANCEL THIS AGREEMENT WITHOUT PENALTY WITHIN SEVEN (7) CALENDAR DAYS OF THE POSTMARK ON THE ELECTRIC UTILITY'S CONFIRMATION NOTICE OF THE SWITCH TO DESE BY CONTACTING CUSTOMER'S ELECTRIC UTILITY BY TELEPHONE OR IN WRITING IN ACCORDANCE WITH THE CANCELLATION INSTRUCTIONS ON THAT NOTICE.** After the seven-day cancellation period, Customer must contact DESE to terminate this Agreement. There is no fee for early termination during any renewal term. Customer may terminate this Agreement without penalty if Customer moves outside of DESE's service area or into an area where DESE charges a different price for electricity.

8. DESE Termination of the Agreement – DESE may terminate this Agreement by giving Customer written notice of at least 14 calendar days if the Customer fails to make any payments under this Agreement or fails to meet any agreed-upon payment arrangements. DESE may also terminate this Agreement by giving Customer written notice if any Force Majeure Event (See Section 13 of this Agreement), as defined below, physically prevents or legally prohibits DESE from performing under the terms of this Agreement. Upon termination of this Agreement, Customer will return to Customer's electric utility for electricity unless Customer has selected another Competitive Retail Electric Service (CRES) provider. The effective date of any termination by Customer or DESE will be the next available meter read date after expiration of any required notice period and processing by the electric utility and DESE of the return of the Customer to the electric utility. Upon termination by any party for any reason, Customer will remain responsible for all charges for electricity through the date of termination.

9. Environmental Disclosure – This Agreement incorporates the information provided to Customer or made available to Customer at DESE's website (DynegyOhio.com) regarding the approximate generation resource mix and environmental characteristics of electricity supply.

10. Assignment – DESE may assign, subcontract or delegate all or any part of DESE's rights and/or obligations under this Agreement without consent from Customer. Customer shall not assign its rights and/or obligations under this Agreement without the prior written consent of DESE.

11. Customer Information – Customer authorizes DESE to obtain any information from Customer's electric utility necessary for DESE to perform this Agreement, including Customer's account name, account number, billing address, service address, telephone number, standard offer service type, meter readings, when charges hereunder are included on the electric utility's bill, and Customer's billing and payment information from Customer's electric utility. DESE is prohibited from disclosing Customer's social security number and/or account number(s) without Customer's consent except for DESE's own collections and credit reporting, participation in programs funded by the universal service fund pursuant to section 4928.52 of the Revised Code, or assigning a customer contract to another CRES provider.

12. Dispute Resolution – If Customer has a billing or other dispute involving this Agreement, Customer may contact DESE at the telephone number, e-mail address or mailing address listed below. 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 eight a.m. to five p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio consumers' counsel

Dynegy Energy Services (East), LLC
Residential and Small Commercial Electric Supply Agreement Terms and Conditions

(OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.pickocc.org>.

13. Limitation of Liability – Customer agrees that neither DESE nor any of its employees, affiliates, agents, or subcontractors (collectively, DESE Parties) will be liable for any damages or claims for matters within the control of Customer's electric utility or the regional transmission organization controlled electricity grid. The DESE Parties will not be responsible for any failure to commence or terminate power and energy service on the date specified herein due to any failure or delay in enrolling Customer with Customer's electric utility. The DESE Parties' liability will be limited to direct actual damages only. In no event will the DESE Parties be liable for any punitive, incidental, consequential, exemplary, indirect, attorney's fees, third-party claims or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from any breach or nonperformance of this Agreement.

14. Force Majeure – If a Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement (the "Claiming Party") and gives notice and details of to the other Party as soon as practicable, then the Claiming Party shall be excused from the performance of its obligations under this Agreement (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). The Claiming Party shall remedy the Force Majeure with all reasonable dispatch. During the period excused by Force Majeure, the non-Claiming Party shall not be required to perform its obligations under this Agreement. "Force Majeure" shall mean an event or circumstance which prevents the Claiming Party from performing its obligations or causes delay in the Claiming Party's performance under this Agreement, which event or circumstance was not anticipated as of the date this Agreement was agreed to, which is not within the reasonable control of, or the result of the negligence of, the Claiming Party, and which, by the exercise of due diligence or use of good utility practice, as defined in the applicable transmission tariff, the Claiming Party is unable to overcome or avoid or cause to be avoided, such as, but not limited to, acts of God; fire; flood; earthquake; war; riots; strikes, walkouts, lockouts and other labor disputes that affect Customer or DESE. Force Majeure shall not be based on 1) Customer's inability to economically use the electricity purchased hereunder; or 2) Supplier's ability to sell the electricity at a price greater than the price under this Agreement.

15. REGULATORY OUT - Changes to laws, regulations, rules, decisions, entries, findings, or orders governing the generation, transmission, or sale of electricity may be made by different entities, including state agencies and regulatory bodies such as the Public Utilities Commission of Ohio (PUCO), federal agencies and regulatory bodies such as the Federal Energy Regulatory Commission (FERC), and Regional Transmission Organizations (RTO) that operate multi-state regional electric transmission systems such as PJM Interconnection LLC (PJM), the RTO that operates the regional electric transmission system in a multi-state region that includes Ohio. Such changes may include, without limitation, new, revised, altered, amended, or reinterpreted laws, regulations, rules, decisions, entries, findings, or orders relating to (i) the generation of electricity, (ii) the availability and reliability of electricity supply resources (including, without limitation, capacity), (iii) the reliability of the electricity grid, (iv) the transmission or delivery of electricity, and (v) the sale or marketing of wholesale and retail electricity (collectively, Regulatory Events).

DES has no control over Regulatory Events. If any Regulatory Event makes this Agreement uneconomic or unprofitable for DES, Customer agrees that DES may propose new contract terms to Customer, including, without limitation, an increased price for the electricity delivered by DES under this Agreement. If DES proposes new contract terms in accordance with this clause, DES will provide written notice to the Customer that identifies (1) the Regulatory Event(s) at issue, (2) the new contract terms proposed by DES, and (3) when the new contract terms will take effect following Customer's acceptance. Customer will have thirty (30) days from the date of the written notice to affirmatively accept or reject the new contract terms. If Customer does not affirmatively accept the new contract terms within thirty (30) days of the written notice, DES may in its sole discretion elect to terminate this Agreement without penalty on the next available meter read date after the expiration of the thirty-day notice period and processing by the electric utility and DES, after which Customer will return to Customer's electric utility or another CRES provider of Customer's choosing for electricity; alternatively, DES may, in its sole discretion, elect to continue supplying electricity to Customer under the original terms of this Agreement.

Contact Information

In the event of an emergency involving Customer's electric service (for example, an outage or downed power lines) Customer should call the emergency line for Customer's electric utility. In all other situations, Customer may contact DESE toll free at 888-682-2170. Customer Care Representatives are available Monday – Friday, 8:00 am - 7:00 pm ET. During all other hours please leave a message for a return call. Customer may also contact DESE by email at DynegyCustomerService@dynegy.com, or by US Mail at DYNEGY, LLC, Attn: Customer Care, PO Box 650764 Dallas, TX 75265-0764. Customer may also visit Dynegy's website at <https://www.dynegy.com/electric-supplier>.

Exhibit B-4: Experience and Plans

The Village of Millersburg ("Village") routinely negotiates for services and supplies that benefit the residents of the Village. Due to the complexity of governmental aggregation, the Village has a valid contract with Dynegy Energy Services (East), LLC ("Dynegy") to provide retail electric generation service for the Village's governmental aggregation program. Dynegy currently provides competitive retail electric generation services throughout Ohio as a PUCO-certified CRES provider (PUCO Case No. 04-1323-EL-CRS; Certificate No 04-124E).

Under the terms of the contract, Dynegy will provide services necessary to administer and support the governmental aggregation program. Dynegy has extensive experience with community-based aggregation and endorsement programs. Dynegy's employees are experienced with the governmental aggregation process, including customer enrollments and the opt-out process. Dynegy has contracted with an outside vendor to provide a 24/7 call center to support Dynegy's customer programs, including the Village governmental aggregation program. Through its call center, Dynegy will respond to any customer inquiries or complaints regarding the electricity and aggregation services for the residents who participate in the program. The Village will respond to all other questions regarding its governmental aggregation program.

Dynegy will use the local electric distribution utility for billing services. In addition, as permitted by Ohio Administrative Code 4901:1-21-16(G), the Village has selected Dynegy to perform certain functions as its agent, including submitting certain filings with the PUCO and assisting the Village in its compliance with the rules adopted pursuant to Ohio Revised Code 4928.10. As provided in Ohio Administrative Code 4901:1-21-16(G), the Village remains responsible for compliance with all applicable laws and rules.

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

12/5/2023 9:31:08 AM

in

Case No(s). 13-2408-EL-GAG

Summary: Application electronically filed by Mrs. Kelly E. Dixon on behalf of
Millersburg and Energy Harbor.