

Plan of Operation and Governance

Municipal Opt-Out Electricity Aggregation Program

Urbana, Ohio

2/12/2018

1.) Background

The Law – Ohio Revised Code (“ORC”) Section 4928.20 (A) states in part 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 (C) requires that the corporate authorities or county board “shall develop a plan of operation and governance for the aggregation program so authorized.” The subject Section goes on to describe that, at least two public meetings shall be held for public input, questions and comments regarding the Plan of Operation and Governance (“Plan of Operation and Governance” or “Plan”). 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.”

(See also, 4901:1-21-16 Formation and operation of an opt-out governmental aggregation et seq.)

Definitions:

“Aggregation”: means combining the electric load of multiple retail customers through an agreement with the customers or formation of a governmental aggregation pursuant to section 4928.20 of the Ohio Revised Code for the purpose of purchasing retail electric generation service on an aggregated basis.

“Commission” or “PUCO”: means the public utilities commission of Ohio.

“Fixed Price” : means an all-inclusive per kWh price that will remain the same for at least three billing cycles or the term of the contract, whichever is longer.

“Governmental aggregator” or “GA”: means the legislative authority of a municipal corporation, the board of township trustees of a township or a board of county commissioners of a county that aggregates the citizens of a municipal corporation, township or unincorporated areas of a county in accordance with Section 4928.20 of the Ohio Revised Code for the purpose of purchasing retail electric generation service on an aggregated basis.

“Kilowatt” or “kw”: means a 1,000-watt unit of energy.

“Kilowatt Hour” “kwh”: means a 1,000-watt unit of energy for one hour. This is the standard measurement for the amount of electricity a customer uses.

“Mercantile customer” shall have the meaning set forth in division (A)(19) of section 4928.01 of the Revised Code.

“Residential” customer: means a customer of a competitive retail electric service for residential purposes.

“Standard Service Offer” or “SSO” : means the electric generation service a customer will receive from their local electric utility if they do not choose an electric supplier.

“Terms and Conditions”: means a contract between a competitive retail electric service provider and a customer that outlines fees, length of service and other important information.

“Variable Price”: means an all-inclusive per kWh price that can change, by the hour, day, month, etc., according to the terms and conditions in the supplier's disclosure statement.

Any load aggregation plan established shall provide for the following:

- Universal access to all applicable Residential and Small Commercial (non-Mercantile customer; under 700,000 kWh annual load) customers and equitable treatment of eligible Residential and Small Commercial 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 Urbana, Ohio Municipal Opt-Out Electricity Aggregation Program (“Program” or “Opt-Out Program”) is approved for eligible Residential and Small Commercial customers, then:

- 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 eligible customers accept and are committed, or obligated under the Terms and Conditions, unless the eligible customer affirmatively opts-out of the Program.
- If the corporate authorities or county board operate as an Opt-Out Program for eligible Residential and Small Commercial customers, then it shall be the duty of the selected Competitive Retail Electric Service provider (“CRES” or “Supplier”) to fully inform those eligible customers in advance and in accordance with all applicable rules and statutes that they have the right to opt-out of the Program.
- On 10/17/17 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 May 8, 2018, ballot to operate an Aggregation Program as an “Opt-Out” Program. Under the Opt-Out Program, all eligible DP&L Residential and Small Commercial retail electric customers in city/village/township/county’s jurisdiction are automatically included as participants in the Program unless they affirmatively Opt-Out of the Program by providing written notice (or other possible notice, as described in the applicable Opt-Out letters) of their intention not to participate in the Program. On May 8, 2018, 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 an Opt-Out 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 Supplier and commodity product, or service for participating Residential and Small Commercial customers. Additionally, Consultant shall assist the corporate authority or county board in completing and

filing all reporting and documentation for Urbana, Ohio as a Governmental Aggregator as required by the PUCO.

2.) Municipal Opt-Out Aggregation

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 Commercial 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, 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, but a different pricing mechanism, such as a guaranteed saving rate (based upon the respective utility's rate), shall be considered. The corporate authority or county board may contract with one or more CRES if necessary to meet the needs of participating Residential and Small Commercial customers.

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 Commercial customers' electricity load within the corporate authority or county board's municipal boundaries and seek bids from qualified and PUCO licensed 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 Residential and Small Commercial customers participating in the Program.

3.) Eligible Customers

Eligible customers under the 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 Commercial 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 Program.
- Customer is in an existing power supply agreement with a CRES other than the current Supplier of the Program;
- Customer has a special arrangement with the EDU;
- A Mercantile customer that has not provided affirmative consent (opted-in) to join the Program;
- Customer is enrolled in a 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 applicable 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

Customers who wish not to be "automatically included" in the Program will be allowed to opt-out in accordance with ORC 4928.20, OAC 4901:1-21-17, and all other applicable statutes and rules. An initial opt-out period will be held and Residential and Small Commercial customers who choose to opt-out will remain on the EDU's Standard Service Offer.

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 could potentially 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 Program. 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's in the state. The Opt-Out notice will clearly notify the applicable Residential and Small Commercial customers 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 twenty-one (21) days. Customers not wishing to participate in the Program will have twenty-one (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 reasonably 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 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 to eligible Residential and Small Commercial 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 provider. Additional options for opting-out may be offered by the 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 Commercial customers 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)** calendar days to rescind the contract by contacting the EDU. The selected Supplier will not enroll those accounts that have opted-out of Program, or rescinded their enrollment.

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

1. **Moving to the city, village, township or county from another municipality:** Residential and Small Commercial customers that move into the city, village, township or county’s jurisdiction will be welcome to participate 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, township or county’s jurisdiction:** Selected CRES shall continue service at the same rate and under the same terms and conditions for Residential and Small Commercial customers that are in the Program, but move to a different premise within the city, village, township or county’s jurisdiction prior to the expiration of the contract term. The subject customer described in this Section, 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 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 Program for the time remaining in the term of the agreement with the Supplier (“Power Supply Agreement”). 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

The corporate authority or county board will use a competent entity as a Supplier 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, or cancel their electric supply service under the Program without penalty at any time.

The CRES must provide the corporate authority or county board and Consultant, upon request, within a reasonable period of time, 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 twelve (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 Commercial 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, or cancel their electric supply service under the Program according to the terms of the Power Supply Agreement and T&Cs.

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 may enter into a

separate customer service plan agreement or the terms may be included in the Power Supply Agreement.

Any electric customer, including any participant in this 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. (Eastern Time) weekdays, or at 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 may 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 reasonably 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 attempt to promptly notify in writing, any changes or amendments to any laws, rules or regulations applicable to the Program. The CRES, however, does not represent the Governmental Aggregator, or Consultant. The GA, or Consultant should independently seek advice, or expertise, including legal counsel to represent their interests if deemed necessary.

Notification to EDU: The Residential and Small Commercial 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 Residential and Small Commercial customers will not be asked to take affirmative steps to be included in the Program. To the extent that EDU requires notification of participation, the selected Supplier shall provide such notice to EDU. Periodically, the CRES will inform EDU through electronic means, of any new members enrolling into the Program.

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

CRES's 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 Agreement 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 and in good standing as a Competitive Retail Electricity Service provider by the PUCO;
- Compliant procedures regarding Purchase of Receivables/Utility Consolidated Billing (“POR-UCB Program”) facilitating EDU single billing to participants in the Program.
- Power Supply Agreement 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

EDU offers a POR-UCB Program 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-UCB 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 Residential or Small Commercial customers. EDU and/or CRES billing practices should be consistent with all applicable rules, utility tariff, and 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. In the case of a POR-UCB Program, the billing method the Program will utilize, the CRES’ receivable becomes EDU’s receivable and EDU will generally be responsible for those collection efforts under EDU’s tariff, policy and requirements.

Customers will continue to receive their electricity bill from EDU, will continue to call EDU for service-related issues, including emergencies, 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

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 ("CRES" or "Supplier") provider. The Consultant will evaluate the bids received and will recommend a single CRES to serve as the electricity supplier to all eligible Residential and Small Commercial customers 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

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 EDU, or continue service at a rate equal to the EDU Standard Service Offer.

- Guaranteed Savings Rate – a variable rate guaranteed to be a certain percentage below EDU’s Standard Service Offer, or 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.
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 Small Commercial customers), the CRES shall disclose the applicable rate(s) to customers within each rate class.

11.) Program Education Initiative

The CRES shall maintain an educational program for the purpose of explaining the Program to eligible Residential and Small Commercial customers. 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 Commercial 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 (if applicable) 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

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

The corporate authority or county board will be presented with and have the option to execute a Power Supply 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 Power Supply Agreement may include, but not limited to:

- 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 consistent with the Plan of Operation and Governance as approved and amended if need be.
- Agreement not to solicit or contract directly with eligible Residential or Small Commercial customers in the Program for service or rates outside the Program.
- 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 may 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;
 - 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;
 - Intentional 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 that shall be reasonable and quantified by the corporate authority or county board.
- Upon termination, the corporate authority or county board will notify EDU to return the Residents and Small Commercial 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 Power Supply 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 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 Power Supply 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 (3) 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 applicable law and PUCO rules. Participants will also be notified of their right to select an alternate Supplier and of their ability to return to EDU's Standard Service Offer.

14.) Liability

The corporate authority or county board and Consultant shall not be liable, in any instance, to Residential and Small Commercial 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

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; and
- 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 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 (Eastern Time), or at www.PUCO.ohio.gov.

Appendix A

(Date)

City/Village/Township/County Letterhead

Dear resident,

On May 8, 2018, a majority of citizens voted yes on a referendum question allowing corporate authorities to form a Municipal Opt-Out Electricity Aggregation Program. We are pleased to offer eligible residents and small businesses potential SAVINGS over DP&L rates by banding together all eligible electric service rates.

The City/Village/Township/County ran a competitive bid to select a licensed Competitive Retail Electric Service provider (CRES) to provide potential savings to residents and small businesses with electric service in our city/village/township/county. After researching competitive electricity pricing options, we have chosen _____ to provide you with potential savings on your electric generation through (date of expiration). There is no cost to join and you will not be charged a fee for participating in this program. You are automatically enrolled and there is no need to do anything to participate.

As a participant of this Municipal Electricity Aggregation Program, you are expected to save _____% off your Price to Compare. Your Price to Compare is the price you pay for electric generation from DP&L, the utility. Your Price To Compare may be located on your electric bill [detail how to calculate savings].

Your account will be transitioned to the Municipal Electricity Aggregation Program within approximately 30-45 days, depending upon your meter read date. You are not obligated to participate in the aggregation program and you can remain with the utility without penalty or fees. If you wish to be removed from the program and remain on DP&L default tariff rate, you have a deadline date of _____, _____, 2017 to return the attached "opt-out" card.

After you become a participant in this municipal aggregation program, DP&L will send you a letter confirming _____ as your new Alternate Competitive Retail Electric Service provider (CRES).

As required by law, this letter will inform you of your option to rescind your enrollment with adequate notice prior to the scheduled switch.

To remain in the Municipal Electricity Aggregation Program, you do NOT have to take any action when you receive this letter.

DP&L will continue to maintain the system that delivers power to your home or business. You will continue to receive one bill from DP&L. After enrollment is complete your bill will show your new lower supply rate of _____.

If you have any questions, please call INSERT CRES NAME toll free at _____. Include Hours of Operation for Toll-Free Number

Please do not call the City/Village/Township/County with questions regarding the aggregation program.

Sincerely,

City/Village/Township/County

Please Note: to receive these potential savings, **you should NOT respond**. Return the Opt-Out form only if you do not want to participate in the City/Village/Township/County's electric governmental aggregation program. The subject offer, however, is not a guarantee of any savings over the term, or renewal term of the contract.

(Detach Here)

Opt out by returning this form before the deadline date of _____, _____, 2017.

_____ I do NOT want to participate in this Municipal Electricity Aggregation Program.

Service Address: _____ City: _____ Zip: _____

Phone Number: _____ Account # or Service Delivery Identifier _____

Account Holder Signature: _____ Date: _____