



**Sustainable Ohio Public Energy Council's
Proposal in Response to the City of Cleveland's Request for Proposals to
Provide Community Choice Electricity Aggregation Program Services
for the City of Cleveland**

Proposals Due:

May 1, 2023, at 5:00 P.M. Local Time

Table of Contents

- I. Cover Letter.**
- II. Executive Summary.**
- III. SOPEC Response to Point-by-Point Requirements.**
- IV. Attachment Related to Section 3.8 - Billing Services.**
 - i. Sample of the Form Bill.**
- V. Attachment Related to Section 3.16 - Pricing, Rates, & Renewable Energy.**
 - i. Schedule of Items Price Form.**
- VI. Attachment Related to Section 4.2 - Regulatory Certifications.**
- VII. Attachment Related to Section 4.4 - Form of Contracts.**
 - i. Sample Contract of Government Aggregation Master Retail Electric Supply Agreement.**
- VIII. Attachments Related to Section 5.1 - Marketing Program & Section 5.2 - Customer Education.**
- IX. Attachment Related to Section 13.3 - Creditworthiness.**
- X. Attachments Related to Section 14.4 - Financial Information.**
- XI. Attachments Related to Section 14.5 - Additional Required Documents:**
 - i. Federal Form W-9 including Taxpayer Identification Number;**
 - ii. Non-Competitive Bid Contract Statement for Calendar Year 2023;**
 - iii. Northern Ireland Fair Employment Form;**
 - iv. Vendor Information Form; &**
 - v. Certificates of Insurance.**
- XII. Addendum No. 1: Signed & Returned.**
- XIII. Addendum No. 2: Signed & Returned.**

I. Cover Letter



May 1, 2023

We would like to thank you for this opportunity to submit our proposal to the City of Cleveland in response to your request for proposal (“RFP”) for Community Choice Electricity Aggregation Program Services for the City of Cleveland. The proposal outlines information about our organization, our team, our programs, and what deliverables you can expect to receive from our team.

The Sustainable Ohio Public Energy Council (“SOPEC”) is a council of governments headquartered in Athens, Ohio, with a second office located in Dayton, Ohio. SOPEC is governed by the communities it serves, and continues to focus on all things sustainability. SOPEC currently has 24 members, with that number projected to grow to 27 by the second week of May due to communities and political subdivisions that are in the middle of the legislative process to make things official. SOPEC’s projected 2023 load is over 600 GWh.

All of SOPEC’s communities have 100% green supply of electricity. SOPEC communities currently make up 19 of the 20 Green Power Partnership communities within Ohio, with Cleveland being number 20.

Our team will consist of our internal employees and outside counsel, from Dickinson Wright, and Hubay Dougherty, who combined have extensive experience in energy procurement, formulating energy procurement strategies, creating quarterly reports for energy projects, and advocating for a cleaner, greener, and more just Ohio.

Our team has the prerequisite knowledge, experience, and abilities to perform the services you have outlined in the for Community Choice Electricity Aggregation Program Services RFP for the City of Cleveland. Thank you again for this opportunity to submit our proposal. We look forward to discussing our approach and process with you in further detail.

Sincerely,

Luke Sulfridge, *Executive Director*
lsulfridge@sopec-oh.gov

II. Executive Summary

The Sustainable Ohio Public Energy Council (SOPEC) is excited to provide the City of Cleveland with its response to your request for proposal (“RFP”) for Community Choice Electricity Aggregation Program Services for the City of Cleveland. SOPEC has deep roots in Southeast Ohio, but is growing, and the name change in 2021 to the Sustainable Ohio Public Energy Council from Southeast Ohio Public Energy Council reflects SOPEC’s ever-expanding member community list, as well as SOPEC’s commitment to leading on sustainability across the State of Ohio.

About SOPEC

Founded in 2014 by one county, one city, and one village, SOPEC is a public service organization that now has 24 member communities/public subdivisions (with that number projected to grow to 27 by the second week of May due to communities and political subdivisions that are in the middle of the legislative process to make things official) across 33 counties in Ohio. As a regional council of governments under Chapter 167 of the Ohio Revised Code, SOPEC is subject to Ohio’s Sunshine Laws, public records requests, and audits. Transparency is highly valued by SOPEC and its members.

Ohio aggregation laws allow SOPEC communities to purchase electricity as a group and provide public energy services. SOPEC has long seen community choice aggregation as a tool for working towards a renewed energy economy. While providing value to local residents and communities, SOPEC has become a national leader in helping shift the energy economy toward sustainability. SOPEC’s projected 2023 load is over 600 GWh. All of SOPEC’s communities have 100% green supply of electricity. SOPEC communities currently make up 19 of the 20 Green Power Partnership communities within Ohio, with Cleveland being number 20.

The mission of SOPEC is to provide simple, valuable, and reliable public energy programs that help our communities/public subdivisions achieve their local energy goals. The primary programs provided by SOPEC are to support Community and Customer Choice through opt-out governmental electric aggregation and public-sector opt-in customer aggregation, energy efficiency development through financing programs, and renewable energy development through technical assistance programs.

SOPEC is governed by the communities it serves, with a General Assembly and Board of Directors made up of elected officials and representatives from its communities. SOPEC provides shared administrative, financial, and legal services required for high-value public energy programs and projects that support sustainable communities. SOPEC currently has 6 full-time employees, a part-time sustainability fellow, and an AmeriCorps VISTA program member, with new employees to join our team as we continue to grow.

Beginning in January of 2023, SOPEC became AEP Energy’s exclusive selected governmental electric aggregator in Ohio for new communities seeking aggregation. AEP Energy has been a strong partner from SOPEC’s inception, helping communities pool together the purchasing

power for their residents and small businesses, all while providing SOPEC members with 100% renewable energy solutions.

Athens, Ohio Office (Headquarters): Ohio University Innovation Center
340 W. State St., Suite 134
Athens, OH 45701

Dayton, Ohio Office: The Arcade Innovation Hub
31 South Main Street,
Dayton, OH 45402

Telephone Number: (740) 597-7955

Contacts: Luke Sulfridge, *Executive Director*
lsulfridge@sopec-oh.gov
Philip Leppla, *In-House Counsel*
pleppla@sopec-oh.gov

Website: www.sopec-oh.gov

III. SOPEC Response to Point-by-Point Requirements

1.0 Introduction.

SOPEC Response: Read, understand, and accept. SOPEC is dedicated to the same stated primary goals of the City of Cleveland electric aggregation program. SOPEC provides a “turnkey” aggregation program and essentially becomes an extension of its member communities to support all aspects of the community’s aggregation program. SOPEC’s mission is to provide simple, valuable, and reliable public energy programs that help our communities achieve their local energy and sustainability goals. SOPEC is committed to tailoring each new community’s program to fit that community’s desires and unique needs. SOPEC specializes in creative and innovative approaches, as illustrated by the features of the cities of Athens and Dayton electric aggregation programs. New communities can participate in an amendment process to the SOPEC/AEP Energy contract.

2.0 Proposal Procedures.

SOPEC Response: Read, understand, and accept.

2.1 Form of Proposal.

SOPEC Response: Read, understand, and accept. Contact person for SOPEC: Philip Leppla, In-House Counsel for SOPEC: pleppla@sopec-oh.gov.

2.2 Instructions.

SOPEC Response: Read, understand, and accept.

2.3 City’s Discretion.

SOPEC Response: Read, understand, and accept.

3.0 Scope of Services.

SOPEC Response: Read, understand, and accept. SOPEC provides a turnkey electric aggregation program for its member communities. SOPEC is committed to tailoring each new community’s program to fit that community’s desires and unique needs.

3.1 Plan of Operation and Governance.

SOPEC Response: Read, understand, and accept.

3.2 Public Hearings.

SOPEC Response: Read, understand, and accept.

3.3 Conduct Opt-Out and Opt-In Processes.

SOPEC Response: Read, understand, and accept. This is SOPEC’s typical process. Opt-out and opt-in processes for all SOPEC communities are handled by SOPEC in conjunction with AEP Energy.

3.4 New Individual Customers.

SOPEC Response: Read, understand, and accept.

3.5 Switching and Early Termination Fee.

SOPEC Response: Read, understand, and accept. SOPEC and AEP Energy charge no ETF or switching fees. However, if a customer is subject to an ETF from another electric supply contract, SOPEC and AEP Energy are willing to credit customers up to \$25 on a one-time basis if they can demonstrate they were charged a fee for switching into the aggregation program. Total customer switching credits for the program shall not exceed 10,000 per supply year.

3.6 Termination Fee.

SOPEC Response: Read, understand, and accept. SOPEC does not charge early termination fees.

3.7 Program Charges.

SOPEC Response: Read, understand, and accept.

3.8 Billing Services.

SOPEC Response: Read, understand, and accept. Electric aggregation customers are billed the same way they are billed when they are on their local utility's standard service offer, with the exception that the supply charges on their bill are specific to the electric aggregation program's rate and their bill will indicate that their supplier is AEP Energy. A sample form bill is attached.

3.9 Collections.

SOPEC Response: Read, understand, and accept. Once an account reaches 38 calendar days past the due date, AEP Energy will mail them a demand letter. The customer will then have 14 calendar days to remit payment for at least the past due amount. Once the account reaches 60 days past due, it is then reviewed to be processed to be dropped back to the utility. If this happens, there are no early termination fees attached to residential or small businesses customers participating in an aggregation program.

3.10 Database.

SOPEC Response: Read, understand, and accept.

3.11 Local Office.

SOPEC Response: Read, understand, and accept. SOPEC will open an office in the City of Cleveland and hire dedicated staff for that office.

SOPEC's headquarters is located in the Innovation Center in Athens, Ohio. SOPEC also has an office in The Hub at The Arcade in downtown Dayton, Ohio. Customer service representatives are available in both of those offices. AEP Energy, SOPEC's supplier, also provides a dedicated customer service and enrollment phone number at: 1-877-648-1937. These AEP Energy customer service representatives are located in Columbus, Ohio.

3.12 Customer Service Program.

SOPEC Response: Read, understand, and accept. SOPEC's internal and external team works cooperatively to ensure a positive customer experience. SOPEC ensures that SOPEC has local staff for each of its member communities to be responsive to its members and their residents and small businesses. For example, when the City of Dayton became a SOPEC community, SOPEC quickly hired a

Southwest Ohio Director and created a Dayton presence to provide additional support. SOPEC would do the same in Northeast Ohio. We believe there is no substitute for being present in our communities.

SOPEC's supplier, AEP Energy, provides much of the customer service support for SOPEC member communities. AEP Energy's Ohio-based customer service program will support Cleveland's electric aggregation program with over 40 full-time, company employed, Customer Care Advocates, 4 supervisory staff, and 2 quality monitoring positions. AEP Energy is forecasting about 77,000 opt-out mailers for the City's electric aggregation program, which will result in about 7,000-8,000 calls generated from the letter. AEP Energy recommends staggering the mailings to allow for a better customer experience. AEP Energy's customer-service program received 121,000 calls last year. AEP Energy's customer service program answered 83% of the calls within 30 seconds and resolved 89% of them on the first call. Post-call customer survey satisfaction scores ("CSAT") were extremely high, averaging 4.70 overall and 4.88 for enrollment experience.

AEP Energy is committed to racial, ethnic, and gender diversity in the workplace and is proud to leverage the talents of an inclusive culture within our organization. 75% of our advocates identify as a race other than Caucasian and 70% of our advocates identify as female.

AEP Energy's SOPEC-dedicated customer service program can be reached toll free at 1-877-648-1937, Monday through Friday, 8:00 am – 7:00 pm and Saturday 9:00 am – 1:00 pm. They can also be reached by email care@aepenergy.com, chat, or social media (e.g., Facebook, Twitter, and LinkedIn). AEP Energy's customer service program uses a third-party verbal and written interpretation service to support over three hundred languages. AEP Energy also supports an online webpage for residents and small businesses to check their eligibility in Cleveland's aggregation program and also enroll. Anybody who joins the aggregation after the initial opt-out will receive the same rate and terms as everybody else.

Historically aggregations have had very few PUCO complaints because it is easy to leave without a penalty. Occasionally, there will be a situation where someone will file a PUCO complaint because they could not get into the aggregation program. In those situations, AEP Energy will receive the formal complaint from the PUCO that outlines the procedures necessary to resolve it. It is AEP Energy's policy to follow all state statutes and PUCO regulations in regards to resolving all complaints without exception. AEP Energy has on staff a full-time regulatory attorney and staff to assist Cleveland with any issues.

Formal and informal PUCO complaints:

Date: 6/3/2022

Details: A resident wanted to get into the Dayton electric aggregation program faster after having shopped for power previously. When the program started, she was with another supplier (Direct Energy). AEP Energy was able to enroll her when they talked to her.

Date: 6/21/2022

Details: A resident stated that she called to opt-out of the Dayton electric aggregation program. She later received a notice that her contract with Constellation was being canceled and wanted to know why. AEP Energy was able to stop the enrollment into the Dayton electric aggregation program before it occurred.

Date: 7/6/2022

Details: A resident was not on the AES Ohio GAG list (official list of customers who are eligible for aggregation from local utility) that was provided for the Dayton electric aggregation program. AEP Energy reached out to the resident and was able to enroll them in the program.

Date: 10/20/2022

Details: A resident wanted to get into the Dayton electric aggregation program. She turned out to be what is called a heat code customer. Heat code customers were initially excluded from the Dayton program because it was expected that it would save those people money rather than being included in the program. However, the Dayton electric aggregation program ended up being quite a bit lower rate than the AES Ohio rates (approximately 30% cheaper), which meant that heat code customers would actually save money by being in the Dayton electric aggregation program. Therefore, AEP Energy allowed those customers to be opted in to the program despite being initially excluded.

Date: 2/6/2023

Details: A resident in Dayton had his electric meter converted from a commercial meter to residential meter by AES Ohio. When the meter was switched, it changed his account number to a new account number that was not in the original AES Ohio GAG list (official list of customers who are eligible for aggregation from local utility) that was provided for the Dayton electric aggregation program. This also caused a problem with his net metering since his home has solar. AEP Energy was able to work with the resident and get them back into the Dayton electric aggregation program. AES Ohio also worked with the customer to get the net metering discrepancy resolved.

Date: 3/30/2023

Details: A resident from Campbell, Ohio filed an informal complaint with the PUCO regarding problems with electric service. However, Campbell, Ohio is not a SOPEC member community. The resident apparently was confused. The PUCO was alerted that the resident was mistaken.

3.13 Call Center.

SOPEC Response: Read, understand, and accept. AEP Energy, SOPEC’s supplier, also provides a dedicated customer service and enrollment phone number for SOPEC customers at: 1-877-648-1937, Monday through Friday, 8:00 am – 7:00 pm and Saturday 9:00 am – 1:00 pm. These AEP Energy customer service representatives are located in Columbus, Ohio. SOPEC already receives regular reports from the AEP Energy Call Center on a weekly basis.

SOPEC staff members are also available to program customers to answer their questions or concerns. SOPEC also has a native Spanish speaker on staff for assistance. SOPEC’s website is also multilingual.

AEP Energy’s Ohio-based customer service program will support Cleveland’s electric aggregation program with over 40 full-time, company employed, Customer Care Advocates, 4 supervisory staff, and 2 quality monitoring positions. AEP Energy is forecasting about 77,000 opt-out mailers for the City’s electric aggregation program, which will result in about 7,000-8,000 calls generated from the letter. AEP Energy recommends staggering the mailings to allow for a better customer experience. Throughout the contract period, the AEP Energy call center will explain the program in detail to all new potential customers that call.

AEP Energy’s customer-service program received 121,000 calls last year. AEP Energy’s customer service program answered 83% of the calls within 30 seconds and resolved 89% of them on the first call. Post-call customer survey satisfaction scores (“CSAT”) were extremely high, averaging 4.70 overall and 4.88 for enrollment experience.

AEP Energy is committed to racial, ethnic, and gender diversity in the workplace and is proud to leverage the talents of an inclusive culture within our organization. 75% of our advocates identify as a race other than Caucasian and 70% of our advocates identify as female. AEP Energy has systems in place to communicate with non-native speakers.

3.14 Communication Tools.

SOPEC Response: Read, understand, and accept. SOPEC and AEP Energy will provide all of the required communications tools.

3.15 Reporting.

SOPEC Response: Read, understand, and accept. AEP Energy provides extensive data for all of SOPEC’s aggregation communities.

3.16 Pricing, Rates, and Renewable Energy.

SOPEC Response: Read, understand, and accept. Schedule of Items Price Form is attached. SOPEC and AEP Energy are providing a default 100% certified RECs based program structure. The RECs provided in the pricing structure found in the Schedule of Items Price Form attached are Green-e® certified RECs. Pricing in the Schedule of Items Price Form is indicative pricing based on 12, 24, and 36 month terms. Estimated savings in the Schedule of Items Price Form are based on the currently known Price to Compare (PTC).

All of SOPEC's communities currently have 100% green supply of electricity. SOPEC is one of the first aggregators in Ohio to allow net metering in all of its electric aggregation programs. SOPEC has assisted member communities to become EPA Green Power Partnership communities. SOPEC communities currently make up 19 of the 20 Green Power Partnership communities within Ohio, with Cleveland being number 20. These 19 communities supplied by SOPEC utilize Green-e® renewable energy certificates (RECs). The City of Dayton currently utilizes RECs from hydropower (dam in Montana built in 1938, 2019 vintage RECs, SOPEC and AEP Energy investigated to ensure no environmental or fishery concerns).

Price stability is of primary concern to SOPEC. SOPEC understands that its communities should not be subject to unexpected price increases, which is why SOPEC does not utilize variable pricing. SOPEC works with its communities to lock in competitive fixed term pricing, for 1 to 3 years. To ensure competitiveness, SOPEC pays special attention to the local utility auctions,

SOPEC also closely watches energy markets on a daily basis and receives daily pricing information from AEP Energy. This information gives SOPEC the ability to provide weekly or daily analysis to SOPEC communities regarding the smartest time to lock pricing. It also allows SOPEC to be nimble and responsive to a fast-moving energy market that is based on a commodity. SOPEC has full transparency from AEP Energy on price components.

As noted elsewhere in this proposal response, SOPEC has created a 501(c)(4) nonprofit organization named Sustainable Power Alliance, Inc. which is designed to build out local renewable energy generation assets to help supply SOPEC members. Adding in those local renewable energy generation assets in the future will also help to ensure stable prices for SOPEC's members.

3.17 Advancing Local Renewable Energy Development.

SOPEC Response: Read, understand, and accept. SOPEC is always exploring ways to support local clean energy development by blending production credits into existing & future supply agreements. SOPEC believes renewable energy

certificates are merely a bridge to when we have 100% local “physical renewables”.

SOPEC’s preferred approach is to own the land and assets, rather than enter into a power purchase agreement, although that tool likely will also be utilized by SOPEC. The Inflation Reduction Act has made SOPEC’s preferred ownership model much easier to achieve.

SOPEC has created a 501(c)(4) nonprofit organization named Sustainable Power Alliance, Inc. which is designed to build out local renewable energy generation assets to help supply SOPEC members. SOPEC is currently the sole member of Sustainable Power Alliance, Inc. *For example, Sustainable Power Alliance, Inc. has an exclusivity agreement on an approximately 50 MW utility scale solar project in Southwest Ohio and is currently in the due diligence phase.*

In addition, SOPEC helps governments develop solar projects, large & small, and is working on creative ways to help reduce electricity usage & cost.

SOPEC also manages the only USDA solar focused REDA program statewide in Ohio: recruiting farms & small businesses for solar assessments statewide in preparation for REAP grants.

AEP Energy is an industry leader of renewable energy development in Ohio and our region. Currently, AEP Energy has over 6,000 GWh of in-front of the meter, utility-scale, wind, and solar projects underway in PJM, of which about a 1/4 are in Ohio. In 2019, AEP Energy developed the first of its kind, 100% load-following electric retail product, named Integrated Renewable Energy (“IRE”), supplied by newly built solar and wind projects in Ohio. In 2020, the City of Columbus selected AEP Energy’s IRE product for their aggregation. AEP Energy is also a major supplier of behind the meter, distributed energy solutions (e.g., solar, fuel cells, generators, and batteries). AEP Energy’s Onsite group manages a portfolio of over \$500,000,000.00 in energy assets, including 74 projects in 20 states.

3.18 Optional Community Benefit Services.

SOPEC Response: Read, understand, and accept.

SOPEC negotiated on-bill repayment as a feature of its electric aggregation programs as part of SOPEC’s most recent amendment to its AEP Energy Government Aggregation Master Retail Electric Supply Agreement.

Community grants are optional for member communities as part of a program design. Grants may be spent however each member community chooses. This is provided directly by SOPEC. Recent examples of community grants include: solar for the Athens County EMS station (which is net zero), sustainability

fellowship for the City of Dayton, help to fund an all-electric transit shuttle bus for Athens County, thousands in LED lighting upgrades, public EV charging stations and installation costs, Tesla charging station and installation for Logan Police Department's Tesla police vehicle, funding toward microgrid demonstration on City of Athens water treatment plant, etc. A portion of community grants also is for a revolving loan fund for renewable energy projects.

SOPEC provides group solar RFPs for its members to develop both on-site solar and off-site renewables via power purchase agreements. This is provided directly by SOPEC.

SOPEC membership includes free access to inside/outside counsel (includes top energy attorneys in Ohio) related to sustainability/energy issues, free support to apply for billions of dollars available in Federal & State grant programs, and free help from SOPEC Staff & Board (SOPEC members work collaboratively with one another). This is provided directly by SOPEC and its extended team.

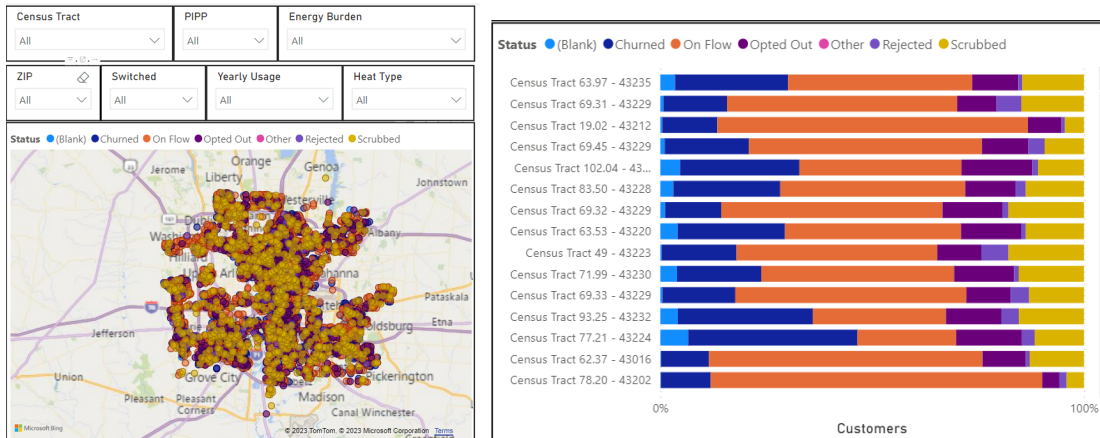
SOPEC's Public Pricing Program (P3) provides a competitive, opt-in electric supply rate for public-sector customers, including local governments (cities, villages, counties, townships), political subdivisions of Ohio, non-profit and faith-based organizations, and other public agencies with service located within a SOPEC member community. This is provided directly by SOPEC.

SOPEC manages the only USDA solar focused REDA program statewide in Ohio: recruiting farms & small businesses for solar assessments statewide in preparation for REAP grants.

SOPEC strives to be a part of the communities it serves and views sustainability broadly. SOPEC is a member of local chambers, Mainstreet programs, and many nonprofits, local and statewide. SOPEC also uses local union print shops as often as possible.

Energy Burdens

If selected, SOPEC and AEP Energy would work together with the City's administration to create a plan to lower energy burdens of those residents in need. We believe there are two main ways to attack energy burdens, lower the rate and decrease usage. The CCA program will provide a competitive fixed rate, lower the utility bill cost, price stability, and budget billing. To decrease usage, SOPEC and AEP Energy will utilize analytics and utilize our in-house data science team to; identify high absolute usage customers (high MWh/year), understand high relative usage (house size/vs. usage), understand infrequent usage (sudden high increase etc.), map 3rd party data to identify higher Energy Burden areas, map 3rd party data to identify house/apartments. Utilizing Data Intelligence to map 3rd party data to identify Energy Burden areas and behavior on an individual level.



SOPEC and AEP Energy feel there is an opportunity to decrease energy burdens by co-branding energy efficiency boxes with fully customizable inserts and estimated electric (and water) savings.



Product	City	Products	Savings
4		9 Watt LED Dimmable A19 LED Light Bulb LED lights are more efficient than CFLs as converting electricity by into light. This bulb uses a mere 9 watts of electricity to produce the light of a 60-watt incandescent bulb. Switch and start saving today!	🌱
1		Low Flow Showerhead This chrome finish showerhead uses 1.1 gallons of water per minute. Did you know that 75% of the savings are due to heating less water?	🌱
1		3/8" Gray Rope Caulk This is an excellent weather sealing product and helps seal and draft in small gaps, providing an easy caulking solution on doors and windows without mess.	🌱
1		7 Outlet Advanced Power Strip This energy efficient surge protector has patented auto switching technology that saves you money on electrical bills. It works to efficiently power your electrical devices.	🌱
1		LED Night Light This LED night light is engineered for maximum longevity with minimal energy usage. This night light intelligently turns itself on and off, depending on the amount of light in the room. Plug it in, and your job is done.	🌱
1		Deluxe Window Pack Our Deluxe Window Insulation Kit includes plastic, shrink film and two-way tape to cover average size windows. The kit helps to seal windows tightly, eliminates conduction, cold drafts and heat loss.	🌱

The kit in these energy efficiency boxes can save:

- 29,437 kilowatt hours
- \$4,448.00
- 15 Trees Planted
- 164,250 gallons of water

Decarbonization Service

Increasingly, environmental, sustainability, and governance (ESG) is at the center of municipal policy and has been the basis of Cleveland’s Climate Action Plan (CAP) since 2013. In this light, carbon can be seen as a financial and reputational liability. Consequently, stakeholder demands for sustainability and decarbonization are driving the need for the development of a roadmap to successfully meet emissions reduction commitments, while balancing cost and reliability. SOPEC and AEP Energy feel it is critically important to support the

City of Cleveland with its long-term decarbonization goals and Climate Action Plan. SOPEC and AEP Energy are leaders with a national presence in the carbon emission reduction space, including renewable energy solutions, energy efficiency programs and electrification services to enhance your sustainability and decarbonization efforts. As a part of the City’s CAP or mutually exclusive of it, SOPEC and AEP Energy can work with the City to develop the following:

- GHG Inventory, Reporting, and Management;
- Decarbonization Roadmap and Strategy Development;
- Technical & Financial Assessment and Valuation; and
- Turnkey Execution on Capital, Ownership, Operation, and Integration.

SOPEC and AEP Energy can create a range of discrete options to form integrated solutions and results in an optimized approach. Each option has varying complexity, emissions impact, feasibility, and economic viability profiles.

Case Studies	Energy Conservation Measures	Electrification	Onsite Renewables	Renewable Energy Credits & Offsets	Offsite Renewables
Site 1 (industrial)	2%-5% energy reduction to baseline	Energy reduction potential to baseline is process-dependent	Minor reduction potential compared to baseline	100% electricity; 12% energy - reduction potential to baseline	100% electricity; 12% energy - reduction potential to baseline
	90-200 CO2 / YR reduction potential	\$3 per MT reduction to \$15 per MT in cost		4,400 MT CO2 / YR reduction potential	4,400 MT CO2 / YR reduction potential
	\$2-\$4 per MT reduction in cost			\$2 per MT in cost	\$1 per MT in cost
Site 2 (commercial)	20%-25% energy reduction potential to baseline	9% energy reduction potential to baseline	Up to & over 100% electricity; 50% energy reduction	100% electricity; 50% energy - reduction potential to baseline	100% electricity; 50% energy - reduction potential to baseline

			potential to baseline		
	80-100 MT CO2 / YR reduction potential	35 MT CO2 / YR reduction potential	400 MT CO2 / YR reduction potential	400 MT CO2 / YR reduction potential	400 MT CO2 / YR reduction potential
	\$2-\$4 per MT reduction in cost	\$5 per MT in cost	\$4 per MT in cost	\$2 per MT in cost	\$1 per MT in cost

SOPEC and AEP Energy deliver excellence in customer experience through world-class advisory and program management services with integrity, innovation, and transparency to empower organizations to achieve optimal energy sustainability and cost control outcomes. Together we are an advisory and program management practice formed from the roots of an energy company. With many years of experience, our energy experts are not merely observers, advisors, or administrators, but participants who partner with your city.

4.0 Company Information.

4.1 Organization.

SOPEC Response: Read, understand, and accept.

Founded in 2014, the Sustainable Ohio Public Energy Council (SOPEC) is a regional council of governments under Chapter 167 of the Ohio Revised Code, SOPEC is subject to Ohio’s Sunshine Laws, public records requests, and audits. Transparency is highly valued by SOPEC and its members. The mission of SOPEC is to provide simple, valuable, and reliable public energy programs that help our communities/public subdivisions achieve their local energy goals. The primary programs provided by SOPEC are to support Community and Customer Choice through opt-out governmental electric aggregation and public-sector opt-in customer aggregation, energy efficiency development through financing programs, and renewable energy development through technical assistance programs.

SOPEC is governed by the communities it serves, with a General Assembly and Board of Directors made up of elected officials and representatives from its communities. SOPEC provides shared administrative, financial, and legal services required for high-value public energy programs and projects that support sustainable communities. SOPEC currently has 6 full-time employees, a part-time

sustainability fellow, and an AmeriCorps VISTA program member, with new employees to join our team as we continue to grow.

SOPEC is committed to developing a diverse and inclusive team. SOPEC's commitment to diversity and inclusion involves fostering a culture that respects each individual, encourages innovation, and provides opportunities for all employees to develop to their full potential. A diverse team helps SOPEC realize its full potential as well. SOPEC benefits from innovative and creative thinking that results from the collaboration of people who have different perspectives, education and training, life experiences, and cultural backgrounds. SOPEC has an unrelenting commitment to the equitable treatment of its employees and members.

SOPEC's current staff, which will continue to grow as new member communities come online, is made up of three women and three men. SOPEC's staff is 50% female and 17% of color. As SOPEC continues to grow, diversity, equity, and inclusion will have a significant impact upon its decision making process. SOPEC's extended legal team consists of a diverse group of individuals, from a race, gender, and cultural background standpoint.

Beginning in January of 2023, SOPEC became AEP Energy's exclusive selected governmental electric aggregator in Ohio for new communities seeking aggregation. AEP Energy has been a strong partner from SOPEC's inception, helping communities pool together the purchasing power for their residents and small businesses, all while providing SOPEC members with 100% renewable energy solutions. AEP Energy is a certified competitive retail energy supplier, headquartered in Columbus, Ohio, which is backed by a more than 100-year history of providing energy solutions, value, and innovation.

SOPEC and AEP Energy handle all advertising and promotional projects.

SOPEC is the sole member of a 501(c)(4) nonprofit organization named Sustainable Power Alliance, Inc., which is designed to build out local renewable energy generation assets to help supply SOPEC members.

SOPEC is also in the process of potentially finalizing an affiliation with a 501(c)(3) nonprofit organization that focuses on energy efficiency work in low income neighborhoods in Southwest Ohio. SOPEC intends to expand the geographic reach of this program.

4.2 Regulatory Certifications.

SOPEC Response: Read, understand, and accept.

SOPEC meets and is in good standing with all applicable federal, state, and local requirements. SOPEC is certified as a governmental aggregator with the Public

Utilities Commission of Ohio, Certificate Number 14-826E (attached), with an effective date of August 15, 2022 and expiration date of August 15, 2024.

SOPEC's outside counsel includes Christine Pirik of Dickinson Wright, who has over 31 years in public service. Chris's tenure with the State of Ohio included 18 years of executive management experience, including 7 years as Chief of Staff and 9 years as Deputy Legal Director for the PUCO and the OPSB. SOPEC has a very good relationship with PUCO staff and often has meetings with staff to bounce new and creative ideas off of them to determine what is possible and ensure compliance.

SOPEC's supplier, AEP Energy, meets and is in good standing with all applicable federal, state, and local requirements. AEP Energy is a registered Competitive Retail Electric Supplier with the Public Utilities Commission of Ohio, Certificate Number 10-206E (attached), with an effective date of May 20, 2022 and expiration date of May 20, 2024.

4.3 Generation Assets/Resources.

SOPEC Response: Read, understand, and accept.

SOPEC has created a 501(c)(4) nonprofit organization named Sustainable Power Alliance, Inc. which is designed to build out local renewable energy generation assets to help supply SOPEC members. SOPEC is currently the sole member of Sustainable Power Alliance, Inc. For example, Sustainable Power Alliance, Inc. has an exclusivity agreement on an approximately 50 MW utility scale solar project in Southwest Ohio and is currently in the due diligence phase.

SPA is also actively investigating development of solar on brownfields, and in discussions on multiple projects.

SOPEC closely watches energy markets on a daily basis and receives daily pricing information from AEP Energy. This information gives SOPEC the ability to provide weekly or daily analysis to SOPEC communities regarding the smartest time to lock pricing. It also allows SOPEC to be nimble and responsive to a fast-moving energy market that is based on a commodity.

AEP Energy does not own PJM generation assets. AEP Energy is a certified LSE PJM member in good standing. AEP Energy provides full requirements fixed means fixed ("FMF") retail power arrangements at affordable prices. Market timing can impact the price of electricity because it is a commodity. All purchased-power resources will be firm with liquidated damages.

AEP Energy is an industry leader of renewable energy development in Ohio and our region. Currently, AEP Energy has over 6,000 GWh of in-front of the meter, utility-scale, wind, and solar projects underway in PJM, of which about a 1/4 are

in Ohio. In 2019, AEP Energy developed the first of its kind, 100% load-following electric retail product, named Integrated Renewable Energy (“IRE”), supplied by newly built solar and wind projects in Ohio. In 2020, the City of Columbus selected AEP Energy’s IRE product for their aggregation. AEP Energy is also a major supplier of behind the meter, distributed energy solutions (e.g., solar, fuel cells, generators, and batteries). AEP Energy’s Onsite group manages a portfolio of over \$500,000,000.00 in energy assets, including 74 projects in 20 states.

4.4 Form of Contracts.

SOPEC Response: Read, understand, and accept. A copy of the AEP Energy sample Government Aggregation Master Retail Electric Supply Agreement is attached.

4.5 Sustainability.

SOPEC Response: Read, understand, and accept. SOPEC operates under the philosophy that the best way to reduce waste is to use less, and to be mindful of one’s use of resources, particularly paper. SOPEC has also taken a zero waste pledge and attempts to implement zero waste protocols for SOPEC meetings and events.

SOPEC has been told that it was the first CCA in the country to adopt a 100% Green-e® supported electric aggregation program. SOPEC was also the first aggregator in Ohio to include net metering in its electric aggregation programs. SOPEC prides itself in being a leader in sustainability by supporting innovation. SOPEC assisted in the first EV police car in Ohio, first net-zero EMS station, first rural EV public transit bus, and supports the nation’s first carbon fee in the City of Athens.

5.0 Marketing and Education.

5.1 Marketing Program.

SOPEC Response: Read, understand, and accept. SOPEC works closely with each of its member communities to promote their aggregation program as that community wishes, with SOPEC providing various options to each community. Program marketing is often accomplished through detailed information provided for the communities’ websites, social media, and flyers for applicable organizations (such as Chambers of Commerce and Downtown Partnership organizations). SOPEC creates a dedicated webpage for each of its member community aggregation programs as well. AEP Energy also has created a dedicated City of Dayton electric aggregation program landing page to promote the program to eligible residents and small businesses. Example promotional/educational information and flyers are attached.

SOPEC currently publishes a monthly newsletter to its member communities, and commits to creating newsletter content specific to Cleveland and Northeast Ohio.

5.2 Customer Education.

SOPEC Response: Read, understand, and accept. SOPEC helps its member communities build out details for their own websites and social media. This often includes creating responses for frequently asked questions and simplified graphics. SOPEC representatives also go to events, council/commission meetings, and other gatherings to explain the aggregation programs when requested. SOPEC creates a dedicated webpage for each of its member community aggregation programs as well. Example promotional/educational information and flyers are attached.

5.3 Marketing Materials, Press Releases.

SOPEC Response: Read, understand, and accept. This reflects SOPEC's typical process of coordinating with its member communities in advance of any press release or media brief related to a community's program.

6.0 Assistance to City.

6.1 Presentations.

SOPEC Response: Read, understand, and accept. SOPEC does this with all of its members when requested.

6.2 Regulatory Compliance.

SOPEC Response: Read, understand, and accept. SOPEC assists with all regulatory compliance for its communities and works closely with outside counsel, Christine Pirik of Dickinson Wright, on these matters.

7.0 Legal Matters.

7.1 Investigations.

SOPEC Response: Read, understand, and accept. None.

7.2 Litigation.

SOPEC Response: Read, understand, and accept. None.

7.3 Defaults.

SOPEC Response: Read, understand, and accept. None.

7.4 Acceptance of Contract Conditions, Including Insurance and Bonding Requirements.

SOPEC Response: Read, understand, and accept.

8.0 Proposal Requirements.

8.1 Submission of Proposal.

SOPEC Response: Read, understand, and accept.

9.0 The City's Rights and Requirements.

9.1 Interviews.

SOPEC Response: Read, understand, and accept.

9.2 Public Records.

SOPEC Response: Read, understand, and accept. As a regional council of governments under Chapter 167 of the Ohio Revised Code, SOPEC is subject to Ohio's Sunshine Laws, public records requests, and audits. Transparency is highly valued by SOPEC and its members.

10.0 Cleveland Area Business Code.

10.1 Requirements.

SOPEC Response: Read, understand, and accept.

10.2 Equal Opportunity.

SOPEC Response: Read, understand, and accept.

11.0 Contract Execution.

11.1 Effectiveness of Proposal.

SOPEC Response: Read, understand, and accept.

11.2 Execution of a Contract.

SOPEC Response: Read, understand, and accept.

12.0 Responsibility for Proposal.**12.1 Familiarity with RFP.**

SOPEC Response: Read, understand, and accept.

12.2 Interpretation.

SOPEC Response: Read, understand, and accept.

13.0 Qualifications.**13.1 Experience.**

SOPEC Response: Read, understand, and accept.

i. How Respondent meets or exceeds the qualifications;

SOPEC is governed by the communities it serves, and continues to focus on all things sustainability. SOPEC currently has 24 members, with that number projected to grow to 27 by the second week of May due to communities and political subdivisions that are in the middle of the legislative process to make things official. SOPEC has extensive experience, among its staff, counsel, and consulting partners, in evaluating retail electricity supply products for its opt-out and opt-in customers, including the evaluation of renewable energy certificate (REC) procurement. SOPEC regularly manages, organizes, and provides quarterly usage reports to its member communities for the SOPEC Electric Aggregation Program and the SOPEC Public Pricing Program. Additionally, for supply contract creation and renewals, SOPEC analyzes the PJM wholesale electricity market conditions, advises communities and community stakeholders on when to execute supply contracts, reviews applicable policies, laws, and procedures that affect electricity and natural gas supply, price components of supply products, and rate forecasts. SOPEC is a PJM Communities and Cities Coalition (PJMCCC) member community.

SOPEC's energy team has been procuring green power since 2015. SOPEC regularly procures power throughout the year for the Public Pricing Program as well as the governmental aggregation program. SOPEC is AEP Energy's second largest aggregation customer behind the City of Columbus. The combined population of SOPEC members would

make it the 5th largest city in Ohio. SOPEC's projected 2023 load is over 600 GWh. All of SOPEC's communities have 100% green supply of electricity. SOPEC communities currently make up 19 of the 20 Green Power Partnership communities within Ohio, with Cleveland being number 20.

SOPEC can immediately assist the City of Cleveland in all necessary legal and technical support. SOPEC brings value to member communities and the energy choice market in Ohio by using community choice aggregation to secure competitive supply prices that allow the organization to create supplemental services and impactful electric utility programming, leveraging state, federal, and private capital.

If individual customers, residential or small commercial class, do not select a supply product on their own, their local investor-owned utility will provide the standard service offer (SSO) — effectively purchasing electricity for them. SOPEC steps in to fill this purchasing role, collecting administration fees that would normally go to the local investor-owned utility for providing the SSO. SOPEC dollars are used and leveraged to provide SOPEC communities with programs and services, including:

Opt-Out Electric Aggregation - The governmental opt-out electric aggregation program replaces the variable utility default supply rate with a fixed, competitive rate from the retail energy market. Residential and small business customers can use the program rate as a free option and can enter and exit the aggregation program rate at any time. SOPEC's current electricity supply partner is AEP Energy, a certified competitive retail energy supplier, headquartered in Columbus, Ohio, which is backed by a more than 100-year history of providing energy solutions, value, and innovation.

Public Pricing Program (P3) - The Public Pricing Program provides a bundled retail electric market rate for public-sector mercantile class customers, including local governments (cities, villages, counties, townships), political subdivisions of Ohio, non-profit and faith-based organizations, and other public agencies. Public mercantile class customers must feature more than 700,000 kWh of usage per year or hold more than one meter under a single account holder. The program typically provides 10-15% savings compared with the default utility supply rate.

Solar Assessment Program - The Solar Assessment Program is jointly funded by SOPEC and the USDA Renewable Energy Development Assistance (REDA) grant to provide free solar site assessments for small businesses and agricultural producers.

Eligible program participants can apply for a free solar site assessment and technical assistance. Qualifying projects with significant feasibility can submit the results of their technical assessment as a required component of the USDA Rural Energy for America Program (REAP) grant application.

Our team will consist of our internal employees and outside counsel, from Dickinson Wright, and Hubay Dougherty, who combined have extensive experience in energy procurement, formulating energy procurement strategies, creating quarterly reports for energy projects, and advocating for a cleaner, greener, and more just Ohio.

SOPEC's inside and outside experts provide regular information. The Board of Directors includes experts who have served as the executive director of Ohio Power Siting Board, and in leadership roles on some of the largest solar projects and innovative building design in Southeast Ohio. SOPEC is also actively engaged with developers on building out renewables in the region. SOPEC has and will continue to assist its members with EV charger applications.

Our emphasis on teamwork encourages cooperative decision making among SOPEC and our member communities. SOPEC aims to provide shared administrative, financial, and legal services required for high-value public energy programs and projects that support sustainable communities. We are committed to a relationship with an emphasis on collaboration and transparency. As a council of governments, we are subject to Public Records & Sunshine Laws, and we are audited every two years.

SOPEC is a national leader in formulating and implementing novel strategies to meet the sustainability goals of our communities. For example, SOPEC was deeply involved in the establishment of the carbon fee to the City of Athens' opt-out governmental aggregation program rate and the city's local government accounts. The fee was established through public deliberations, including a ballot issue, and will fund public solar on city-owned facilities, helping Athens reach its renewable energy goals outlined in the Athens Sustainability Action Plan. SOPEC is the custodian of the resulting solar fund.

ii. A description of the nature of the firm's experience in providing the aggregation services sought by this RFP and state the number of persons currently employed for such purpose;

SOPEC's energy team has been procuring power since 2015. Energy procurement is an ongoing process for SOPEC as it consistently recruits new member communities to join the SOPEC with the explicit goal of enrolling eligible electric utility accounts into the SOPEC Electric

Aggregation Program and/or the SOPEC Public Pricing Program within the the rules and tariff requirements of the local distribution companies and the regulations of the Public Utilities Commission of Ohio. Beyond general energy procurement, SOPEC is a national leader in formulating and implementing novel strategies to meet the sustainability goals of our communities. For example, SOPEC was deeply involved in the establishment of the carbon fee to the City of Athens' opt-out governmental aggregation program rate and the city's local government accounts. The fee was established through public deliberations including a ballot issue. The fee revenue will fund public solar deployments on city-owned facilities, helping the city reach the renewable energy goals outlined in the Athens Sustainability Action Plan.

SOPEC currently works with 21 communities to administer their electric aggregation programs. SOPEC's projected 2023 load is over 600 GWh. All of SOPEC's communities have 100% green supply of electricity. SOPEC communities currently make up 19 of the 20 Green Power Partnership communities within Ohio, with Cleveland being number 20.

2022 Supply Year

For the 2022 supply year, all eligible residents and small businesses within SOPEC's member communities have received 100% renewable energy while also saving money with electric aggregation for their electricity supply charges for a 12-month period. That equates to millions in savings in the aggregate and hundreds in savings per household, all while featuring 100% renewable energy.

The City of Dayton's Electric Aggregation Program features 100% renewable energy and is over an estimated 31% cheaper than the AES Ohio standard service offer (SSO) rate. The average Dayton customer will have saved approximately \$300 over the 12-month period starting June 1, 2022, compared to the AES Ohio SSO rate. Total combined savings for the Dayton Electric Aggregation Program customers for the 2022 supply year will equate to over an estimated \$10 million.

SOPEC member communities in Southeast Ohio in AEP Ohio service territory are currently saving more than an estimated 24% compared to the AEP Ohio SSO rate by having locked into a fixed-term rate last year for a 2-year period, while featuring 100% renewable energy. The average Southeast Ohio customer has saved approximately \$100 over the 12-month period that started June 1, 2022, compared to the AEP Ohio SSO rate, which adds up to approximately \$3 million in total combined savings across our Southeast Ohio communities.

Even the City of Athens, which has the first carbon fee in the country voluntarily added to its rate, is currently saving more than an estimated 22% compared to the AEP Ohio SSO rate, while featuring 100% renewable energy. The Athens carbon fee creates a fund for solar development on public buildings in the City of Athens and passed via ballot measure with 76% of the vote in 2018.

Rates from June 1, 2022 through May 31, 2023:

Dayton, Ohio (AES Ohio territory)

- AES Ohio SSO rate: 10.91 cents per kWh
- SOPEC Dayton Electric Aggregation Program rate: 7.457 cents per kWh

SOPEC member communities in Southeast Ohio (AEP Ohio territory)

- AEP Ohio SSO rate (varied slightly throughout year): 7.49 cents per kWh
- SOPEC Southeast OH Electric Aggregation Program rate: 5.64 cents per kWh
- SOPEC City of Athens Electric Aggregation Program rate (with Carbon Fee): 5.84 cents per kWh

2023 Supply Year

All eligible residents and small businesses within SOPEC's member communities' electric aggregation programs will again receive 100% renewable energy while also saving money with electric aggregation for their electricity supply charges during the 12-month period starting June 1, 2023, compared to their local utilities' standard service offers. The City of Riverside and other potential member communities (which are in the middle of the legislative process to make things official with SOPEC) will likely be locking in their electric supply rates in the near future. SOPEC and AEP Energy are proud to continue bringing governmental electric aggregation featuring 100% renewable energy to communities across Ohio to help them achieve their local energy and sustainability goals, while also saving money during this upcoming supply year.

SOPEC's Team

SOPEC's staff works collaboratively internally and externally with our member communities' staff members, as does SOPEC's outside counsel. All of SOPEC's staff is involved in various aspects of SOPEC communities' aggregation programs.

SOPEC's Full-time Employees:

1. Luke Sulfridge, *Executive Director* - Luke joined SOPEC in 2019 after serving as founding director of Solar United Neighbors of Ohio for four years. He leads SOPEC's organizational development and membership expansion strategy. He works directly with the SOPEC Board of Directors and the Assembly to execute SOPEC member-community goals and projects. He received a B.A. (2003) from Berea College (political science), M.A. (2012) from Appalachian State University (political science), and M.S. (2013) from Eastern Kentucky University (emergency management). In 2019, he was recognized by Midwest Energy News as "Forty under Forty Clean Energy Champion". He assisted 100s and educated 1000s of Ohioans in going solar through a community driven RFP model, and previously served as a technical consultant for Cuyahoga County for a multi-MW solar RFP.
2. Philip Leppla, *In-House Counsel & Southwest Ohio Director* - Philip is an attorney with over 10 years of experience, including in Land Use & Zoning, Environmental Law, Energy Law, Business Law, and Civil Litigation. He received a B.A. (2008) from The Ohio State University (political science) and J.D. (2012) from Capital University Law School. He also has an EcoDistricts AP credential. His experience includes promoting the adoption of solar, electric aggregation, advocating for the protection of prairies, wetlands, and water sources, and representing wind farm applicants.
3. Dana Vingris, *Grants Specialist* - Dana is SOPEC's most recent hire, joining the team at the beginning of April, 2023. She received a B.A. (2006) from Miami University (art and architectural history) and M.S. (2011) from Regis University (nonprofit public administration). She has over 17 years of experience as a grant and fundraising professional. She has secured federal and private grant funding for a variety of organizations and programs throughout her career and is experienced in all aspects of the grant process including research, proposal preparation, data documentation, maintaining comprehensive grant calendars, and grant reporting. Of note, she has experience securing federal and private funding for solar energy projects at the Toledo Museum of Art and grant funding to implement energy efficiencies in a historic building at the Dayton Art Institute.
4. Mathew Roberts, *Director of Marketing* - Mathew has been with SOPEC since 2019. He received a B.S.J. (2014) from Ohio University (Journalism). He has over 5 years of experience in start-up, clean energy-focused community development, including a year of intercity bus system management.. He manages electric supply procurement,

recruitment, and retention for the SOPEC Public Pricing Program and assists the team in procurement for the SOPEC Electric Aggregation Program. Mathew has a LEED Green Associate credential, is a member of the Ohio University Sustainability Alumni Network (OHIO SAN), and is a former Athens Environment and Sustainability Commission member.

5. Joyce Arias, *Director of Finance and Administration* - Joyce has a diverse skillset, having worked in the legal field and in the corporate retail industry previously. She received a B.A. (2006) from St. John's University (Legal Studies), and previously earned an AS (2004) from Nassau Community College (paralegal studies) and an AS (1999) from Fashion Institute of Technology (Accessory Design). Joyce is also fluent in Spanish.
6. Erin Stevens, *Southeast Ohio Community Liaison* - Erin joined SOPEC in 2022, having previously been an eco-conscious, small business owner in Marietta, Ohio. She received her B.S. (2002) from Ohio University (Human and Consumer Science). Erin has experience in small grants writing, and social media and website design management.

SOPEC's Board of Directors:

1. Chris Chmiel, *Chair* - Athens County Commissioner (championed first net-zero EMS station in region);
2. Steve Patterson, *Vice Chair* - Mayor of Athens (preparing largest municipal array in Southeast Ohio, secured AEP grant for battery backup/microgrid of water plant);
3. Gary Goosman, *Treasurer* - Mayor of Amesville (solar PPA for village hall);
4. Susan Miller, *Secretary* - Fiscal Officer of New Straitsville;
5. Matt Joseph, Dayton City Commissioner;
6. Craig Butler, Executive Director of the Muskingum Watershed Conservancy District (former Executive Director of Ohio Power Siting Board, former Ohio EPA Director);
7. Greg Fraunfelter, Mayor of Logan (first Tesla police cruisers in Ohio);
8. Bev Trovato, Mayor of Shawnee;

9. Chad Hubbard, Racine Councilmember;
10. Matt Easter, Mayor of Rio Grande; and
11. Connie Hoblitzel, Belpre Councilmember.

SOPEC's Outside Counsel:

1. *Dickinson Wright, PLLC* - Dickinson Wright's energy and sustainability team includes attorneys from closely related disciplines including energy, environmental, utility regulation and markets, public finance, real estate, corporate, construction, and intellectual property. These attorneys offer a breadth of experience and a collective insight for SOPEC and its members. Their attorneys have vast experience before the PUCO and the OPSB, and they have been involved in most of the major energy regulatory issues Ohio has faced in the last decade. Dickinson Wright attorneys regularly represent offshore and terrestrial wind developers and utility-scale solar developers.
2. *Hubay Dougherty* - Trent Dougherty spent 17 years as in-house counsel for the Ohio Environmental Council (OEC) family of organizations. Dougherty was General Counsel & chief legal analyst & advocate for 501(c)(3) Ohio Environmental Council, 501(c)(4) Ohio Environmental Council Action Fund, OEC Action Fund PAC, and super PAC Conservation Ohio. He provided strategic advice centered around the organizational mission. Trent has vast experience before the Environmental Review Appeals Commission, Public Utilities Commission of Ohio, Ohio General Assembly, and Congress. Trent has been instrumental in establishing the 501(c)(4) nonprofit organization named Sustainable Power Alliance, Inc. which is designed to build out local renewable energy generation assets to help supply SOPEC members.

AEP Energy (SOPEC supplier):

AEP Energy has been the exclusive electric supplier to SOPEC since 2015. AEP Energy has been helping its Member Communities, and residents and small businesses, save money on their electric and gas bills for a long time. The SOPEC and AEP Energy relationship is built around trust and transparency. With over 250 dedicated energy professionals employed by AEP Energy, approximately 50 of them support SOPEC CCA programs in some

fashion. AEP Energy realizes the City’s goal is to ultimately supply their CCA program with renewable energy from local projects. AEP Energy is helping the City of Columbus do the same thing, as part of a 13-year agreement to layer in over 700 megawatts of newly built utility-scale wind and solar projects in Ohio, including a 50 MW brownfield solar project just south of downtown.

- iii. **A list of municipalities (identifying the local EDU) for which your company has provided aggregation services within the last five (5) years and the size of their programs;**

SOPEC Response:

Community	Participants	kWh per Year
Albany (village) (AEP OH)	256	3,016,085
Amesville (village) (AEP OH)	60	606,644
Athens (city) (AEP OH)	5,360	37,741,864
Athens (county - unincorporated areas) (AEP OH)	6,624	89,779,092
Belpre (city) (AEP OH)	1,712	18,436,267
Buchtel(village) (AEP OH)	78	1,079,773
Chauncey (village) (AEP OH)	146	1,537,124
Chesterhill (village) (AEP OH)	64	804,048
Dayton (city) (AES OH)	25,964	Estimate using average of 9 months of data: 312,638,688
Gallipolis (village) (AEP OH)	1,068	15,356,089
Glenford (village) (AEP OH)	43	540,021
Jacksonville (village) (AEP OH)	89	871,655
Logan (city) (AEP OH)	1,578	19,222,980
Lowell (village) (AEP OH)	146	1,595,353
New Straitsville (village) (AEP OH)	119	1,250,123
Racine (village) (AEP OH)	185	2,750,626
Rio Grande (village) (AEP OH)	107	1,936,780
Riverside (city) (AEP OH)	Officially joined SOPEC on April 20, 2023. Their electric aggregation and natural gas aggregation programs with SOPEC will be starting soon.	
Shawnee (village) (AEP OH)	103	1,259,297
Somerset (village) (AEP OH)	350	3,924,783
Trimble (village) (AEP OH)	58	647,025

*Participants - From most recent report from CRES partner

* kWh per year - From 2021-2022 supply year

The combined population of SOPEC members would make it the 5th largest city in Ohio.

Political subdivisions that are also members of SOPEC that utilize different programs or services:

1. *Five Rivers MetroParks* (AES OH service territory);
2. *Muskingum Watershed Conservancy District* (AEP OH & First Energy service territory); and
3. *Syracuse Racine Regional Sewer District* (AEP OH service territory).

Additional potential future member communities and political subdivisions that are in the middle of the legislative process to make things official:

1. *Athens-Hocking Solid Waste District* (political subdivision) (AEP OH service territory): Its Board of Directors has already finalized all legislation and will officially be accepted into SOPEC at the SOPEC General Assembly meeting on May 4, 2023.
2. *Marble Cliff* (village) (AEP OH service territory): Electric aggregation. Their Council has had one reading of the legislation to join SOPEC.
3. *Yellow Springs* (village) (Yellow Springs is an electric municipal utility): Joining to utilize SOPEC's new natural gas aggregation program. They have already finalized all village legislation and will officially be accepted into SOPEC at the SOPEC General Assembly meeting on May 4, 2023.

SOPEC is in conversations with multiple other communities and political subdivisions throughout the State of Ohio, including in Northeast Ohio.

Since 2012, AEP Energy has supplied over 100 CCA programs in Ohio and Illinois, representing over a half million residents and small businesses. Besides SOPEC, their largest 100% green CCA program is the City of Columbus with approximately 200,000 customers.

- iv. **The name, location, and date of all Respondent’s agreements for like services that have been terminated, canceled, or suspended prior to completion of the engagement or expiration of the full term within the past five (5) years, and any judgment terminating, or any pending lawsuits or unresolved claims or disputes for damages or termination of such agreements within the past five (5) years; and**

SOPEC Response: None.

- v. **The names and addresses of at least three (3) references for the firm’s professional capabilities. Include the name, e-mail address, and telephone number of a contact person.**

SOPEC Response:

1. Craig Butler, Executive Director, Muskingum Watershed Conservancy District, cbutler@mwcd.org, (330) 556-4809;
2. Meg Maloney, Sustainability Specialist, City of Dayton, Meg.Maloney@daytonohio.gov, (937) 333-3623; and
3. Steve Patterson, Mayor, City of Athens, spatterson@ci.athens.oh.us, (740) 592-3338.

13.2 **Certifications.**

SOPEC Response: Read, understand, and accept.

SOPEC meets and is in good standing with all applicable federal, state, and local requirements. SOPEC is certified as a governmental aggregator with the Public Utilities Commission of Ohio, Certificate Number 14-826E (attached in response to Section 4.2 - Regulatory Certifications), with an effective date of August 15, 2022 and expiration date of August 15, 2024.

SOPEC’s outside counsel includes Christine Pirik of Dickinson Wright, who has over 31 years in public service. Chris’s tenure with the State of Ohio included 18 years of executive management experience, including 7 years as Chief of Staff and 9 years as Deputy Legal Director for the PUCO and the OPSB. SOPEC has a very good relationship with PUCO staff and often has meetings with staff to bounce new and creative ideas off of them to determine what is possible and ensure compliance.

SOPEC’s supplier, AEP Energy, meets and is in good standing with all applicable federal, state, and local requirements. AEP Energy is a registered Competitive Retail Electric Supplier with the Public Utilities Commission of Ohio, Certificate

Number 10-206E (attached in response to Section 4.2 - Regulatory Certifications), with an effective date of May 20, 2022 and expiration date of May 20, 2024.

13.3 Creditworthiness.

SOPEC Response: Read, understand, and accept.

As a council of governments, SOPEC is governed by the communities it serves.

SOPEC's supplier AEP Energy's credit ratings information is attached.

13.4 Insurance.

SOPEC Response: Read, understand, and accept.

14.0 Proposal Contents.

14.1 Cover Letter.

SOPEC Response: Read, understand, and accept. Cover letter is above.

14.2 Executive Summary.

SOPEC Response: Read, understand, and accept. Executive Summary is above.

14.3 Organization of Response; Exceptions.

SOPEC Response: Read, understand, and accept.

14.4 Financial Information.

SOPEC Response: Read, understand, and accept. Attached.

SOPEC's supplier AEP Energy's financial filings and reports can be found here:
<https://www.aep.com/investors/financial>

14.5 Additional Required Documents.

SOPEC Response: Read, understand, and accept.

i. Federal Form W-9 including Taxpayer Identification Number

SOPEC Response: Attached.

ii. **Non-Competitive Bid Contract Statement for Calendar Year 2023**

SOPEC Response: Attached.

iii. **Northern Ireland Fair Employment Practices Form**

SOPEC Response: Attached.

iv. **Vendor Information Form**

SOPEC Response: Attached.

v. **Certificates of Insurance (no blank copy required). Contact your insurance agent(s).**

SOPEC Response: Attached.

15.0 Proposal Evaluation; Selection Criteria.

15.1 Evaluation Methodology.

SOPEC Response: Read, understand, and accept.

15.2 Scoring of Proposals.

SOPEC Response: Read, understand, and accept.

15.3 Disqualification of Respondents.

SOPEC Response: Read, understand, and accept.

ATTACHMENT RELATED TO
SECTION 3.8 - BILLING SERVICES

SAMPLE OF THE FORM BILL

The Illuminating Company Bill



Bill Based On: Actual Meter Reading

Page 1 of 2
121

Billing Period: Apr 29 to May 26, 2017 for 28 days
Bill For: JOHN Q CUSTOMER
123 ANYSTREET
CITY ST 12345-6789

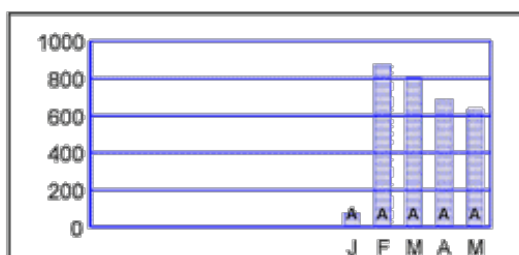
May 31, 2017
Account Number: 000 000 000 000
Amount Due: \$00.00
Due Date: June 14, 2017

To report an emergency or an outage, call 24 hours a day 1-888-544-4877. For Customer Service, call 1-800-589-3101. For Payment Options, call 1-800-686-9901. Pay your bill online at www.firstenergycorp.com
Bill issued by: The Illuminating Company, PO Box 3687, Akron OH 44309-3687

Messages	Account Summary	Amount Due			
To avoid a 1.50% Late Payment Charge being added to your bill, please pay the Amount Due by the Due Date.	Previous Balance	00.00			
Your current PRICE TO COMPARE for generation and transmission from The Illuminating Company is listed below. In order for you to save money off of your utility's supply charges, a supplier must offer you a price lower than The Illuminating Company's price of 5.07 cents per KWH for the same usage that appears on the bill. To review available competitive supplier offers, visit the Public Utilities Commission of Ohio's "Energy Choice Ohio" website at www.energychoice.ohio.gov .	Payments/Adjustments	-00.00			
Residential Service - 0000000000 - 5.07 cents per KWH	Balance at Billing on May 31, 2017	00.00			
Energy Efficiency 632 KWH x 0.002161 \$0.00	The Illuminating Company	00.00			
Peak Demand Reduction 632 KWH x 0.000540 \$0.00	NOPEC - Electric Generation Supplier Ohio Charges	00.00			
Renewable Energy 632 KWH x 0.000470 \$0.00	Total Current Charges	00.00			
Your next meter reading is scheduled to occur on or about Jun 27, 2017.	Amount Due by Jun 14, 2017	\$00.00			
We are required to include your name, address and usage information on a list of eligible customers that is made available to other competitive retail electric service providers. If you do not wish to be included on this list, please call us at 1-800-225-0444, go to the Customer Choice section of our website - www.firstenergycorp.com or write to us at 76 S. Main St., Akron, OH 44308 Attn: FECC. Please note that an election to not be included on this list will not prevent Ohio Edison, The Illuminating Company or Toledo Edison from providing your information to governmental aggregators. If you previously made a similar election, your name will continue to be excluded from the list without any additional action on your part. If you previously decided not to be included on the list and would like to reverse that decision, please call or write us at the same telephone number and address.	Usage Information for Meter Number 00000000				
For your safety, if your service has been disconnected, do not attempt to reconnect it. While this is illegal and could result in prosecution,	May 26, 2017 KWH Reading (Actual)	00,000			
Additional messages, if any, can be found on back.	Apr 29, 2017 KWH Reading (Actual)	00,000			
	KWH used	000			
	Charges From The Illuminating Company				
	Customer Number: 00000000000000000000				
	Rate: Residential Service CE-RSD				
	Customer Charge	00.00			
	Distribution Related Component	00.00			
	Cost Recovery Charges	00.00			
	Current Consumption Bill Charges	00.00			
	Charges From Electric Generation Supplier Ohio				
	Electric Generation Supplier 123 ANYSTREET, CITY ST 12345-6789				
	Customer Service: 1-800-000-0000				
	Account Number: 0000000000 Rate: GEN-0000				
	Billing Period: Apr 29, 2017 to May 26, 2017				
	Basic Charge 632 KWH x 0.000000	00.00			
	Total NOPEC - Electric Generation Supplier Ohio Charges	00.00			
	Detail Payment and Adjustment Information				
	05/12/17 Payment	-00.00			
	Account Balances by Company				
	Previous Balance	Payments/ Adjustments	Current Charges	Amount Due	
	The Illuminating Company	00.00	-00.00	00.00	00.00
	NOPEC - Electric Generation Supplier				
	Services Ohio	00.00	00.00	00.00	00.00
	Total	00.00	-00.00	00.00	00.00

Usage History

Jan 17	000
Feb 17	000
Mar 17	000
Apr 17	000
May 17	000



Messages (Continued)

removing a meter base or touching any of the wires can also cause death or serious injury through arcs of electricity, explosions or fire. Meters are only to be accessed by authorized utility personnel.

If termination of service would be especially dangerous to your health or the health of someone in your household, please contact our office regarding certification of the related medical condition by a licensed physician, physician's assistant, clinical nurse specialist, certified nurse practitioner, certified nurse-midwife or local board of health physician so that service can be maintained.

An important message to dog owners - to ensure that our meter readers' visits to your home are safe and productive, please keep your dog secured in an area away from the path to your meter.

All of our employees wear photo ID badges. Always ask for an employee's ID before letting anyone in your home. If you are still not sure, please call the company.



Explanation of Terms

<p>Bypassable Generation and Transmission Related Component - Charges for purchasing power and delivering it through the transmission system. These charges are avoided when switching to a Certified Retail Electric Service provider.</p> <p>Cost Recovery Charges - Recovers previously incurred costs, including PUCO-approved Phase-In Recovery Charges CEI collects from all customers on behalf of CEI Funding, LLC which owns the right to impose and collect such charges.</p> <p>Customer Charge - Monthly charge that offsets costs for billing, meter reading, equipment, and service line maintenance.</p> <p>Distribution Related Component - Charge for moving electricity over distribution lines to a service location.</p> <p>Economic Development Component - Charges related to economic development support.</p> <p>Estimated Reading - On the months we do not read a meter, we calculate the bill based on past electrical usage.</p>	<p>KWH (Kilowatt Hour) - A unit of measure for electricity usage equal to 1,000 watts used for one hour.</p> <p>Late Payment Charge - A charge added to the bill on balances owed after the Due Date.</p> <p>Price to Compare (PTC) - The utility's price per KWH for bypassable generation and transmission; can be compared with the price offered by another supplier.</p> <p>Residential Distribution Credit - A distribution credit for a qualifying rate applied to all usage over 500 KWH during the winter billing period.</p> <p>Residential Generation Credit - A credit for a qualifying rate and usage applied to all usage during the billing periods beginning October 31 and ending March 31.</p> <p>Residential Non-Standard Credit - A generation credit for a qualifying rate applied to all usage over 500 KWH during the winter billing period.</p>
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Important Information

If you have billing questions or complaints about your Illuminating Company account or for a written explanation of the Price to Compare:

Call Customer Service at 1-800-589-3101 from Monday - Friday, 8 a.m. - 6 p.m.

Call Payment Options at 1-800-686-9901 from Monday - Friday, 8 a.m. - 6 p.m.

Visit our web site at <http://www.firstenergycorp.com>

Write to us at The Illuminating Company, 76 S. Main St., A-RPC, Akron, OH 44308-1890.

Customers with hearing or speech impairments can contact the Telecommunications Relay Service (TRS) at 711.

We welcome the opportunity to work with you and will try to answer your questions. If your complaint is not resolved after you have called your electric utility, or for general utility information, residential and business customers may contact the public utilities commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from 8 a.m. to 5 p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service).

The Ohio consumers' counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-6622 (toll-free) from 8 a.m. to 5 p.m. weekdays, or at <http://www.pickocc.org>.

For Energy Assistance: Contact the Home Energy Assistance Program (HEAP) at 1-800-282-0880 (TDD/TTY 1-800-686-1557) Monday - Friday between 8 a.m. and 5 p.m.

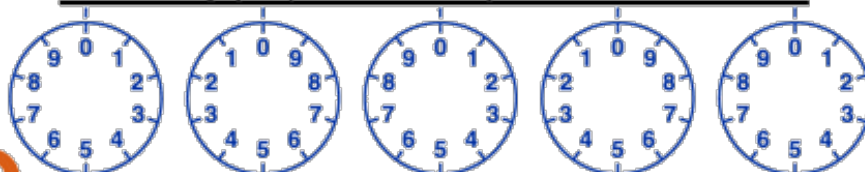
For your protection, all of our employees wear Photo ID badges.

Electronic Check Conversion - Your check authorizes us either to make a one-time electronic funds transfer (EFT) from your account or process as a check. If you have questions about this program, call 1-866-283-8081.



To provide a customer meter reading, use the dials provided and enter the reading on-line at www.firstenergycorp.com/aboutyourbill or by calling 1-800-589-3101. Say "Meter Reading" when asked "Which of these can I help you with today?" Have the date you took the reading available.

Provide reading by telephone or on-line only: DO NOT MAIL.



Draw hands on the dials exactly as they appear on your electric meter. When reading your meter, if the hand falls between two numbers, always report the lower number.

If you have a **DIGITAL METER** write the numbers here:

Bill Terms

A. Billing Period - Time period for which your current charges were calculated.

B. Customer Name and Address

C. Account Number, Amount Due and Due Date

D. Messages – Important information about your account. You'll also find your Price-to-Compare here.

E. Price to Compare – The utility's price per KWH for by passable generation and transmission, which can be compared with the price offered by another supplier.

F. Account Summary – Your previous balance, payments and current charges are displayed.

G. Usage Information – Your electricity usage during the billing period. This also lets you know if your usage was based on an actual or estimated meter reading.

H. Charges – Detailed information on The Illuminating Company's charges can be found here. If you have chosen an alternate supplier, your supplier charges will appear in Section I.

I. Charges from your Alternate Supplier – If you choose an alternate supplier, these charges appear here.

J. Detailed Payment and Adjustment Information – Any payments applied or adjustments made since your last bill was issued will appear here.

K. Usage History – To help you better monitor your electricity usage, this bar graph details your usage history over the past 13 months. There is also detailed information such as your Average Daily and Monthly Use, Average Daily Temperature and the number of Days in the Billing Period.

L. Payment Stub – Detach and return with your payment. This section includes your Account Number, Amount Paid, Amount Due and the Due Date.

M. Explanation of Terms – This section defines some of the key terms that appear on your electric bill.

N. Important Information – Find key information here, such as phone numbers, website address, mailing address and other important information.

O. Meter Reading Information – Use these dials or boxes to record and [submit your meter reading online](#), or call 1-800-589-3101.

[Back to the Top](#)

ATTACHMENT RELATED TO
SECTION 3.16 - PRICING, RATES,
AND RENEWABLE ENERGY

SCHEDULE OF ITEMS PRICE FORM

**City of Cleveland
2023 Community Choice Electricity Aggregation Program Services**

Proposers Must Complete the Entire Form

Submitted By: Luke Sulfridge, Executive Director

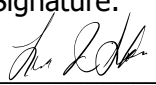
Company: Southeast Ohio Public Energy Council DBA Sustainable Ohio Public Energy Council

Firm Address: 340 West State Street, Unit 134

City/State/Zip: Athens, Ohio 45701

Email: lsulfridge@sopec-oh.gov

Telephone: (740) 597-7955

Signature:  Title: Executive Director

Printed Name: Luke Sulfridge Date: May 1, 2023

Year 1

Product Offering		Percent OFF Price-to-Compare (PTC) OR Weighted Average of Competition (WAC) (Preferred Approach for Years 2-3)			Fixed Cost (Cents/kWh) (Preferred Approach for Year 1) Fixed Means Fixed		
Electricity Source (%)	RECs (%)	(%) OFF VALUE & INDEX Example: 3% off PTC OR 4% off WAC	Estimated Annual Cost Savings per resident (\$)	Estimated Annual Cost Savings per small commercial customer (\$)	Fixed Cost (Cents /kWh)	Estimated Annual Cost Savings per resident (\$)	Estimated Annual Cost Savings per participant (\$)
Green-e® REC	100% (default)				7.118	\$279	\$1,225
Green-e® REC	75%				7.049	\$283	\$1,241
Green-e® REC	50%				6.981	\$287	\$1,257
Green-e® REC	25%				6.912	\$290	\$1,273
NONE	0%				6.843	\$294	\$1,289
Proposer Defined Product							
_____ %	_____ %						

Year 2

Product Offering		Percent OFF Price-to-Compare (PTC) OR Weighted Average of Competition (WAC) (Preferred Approach for Years 2-3)			Fixed Cost (Cents/kWh) (Preferred Approach for Year 1) Fixed Means Fixed		
Electricity Source (%)	RECs (%)	(%) OFF VALUE & INDEX Example: 3% off PTC OR 4% off WAC	Estimated Annual Cost Savings per resident (\$)	Estimated Annual Cost Savings per small commercial customer (\$)	Fixed Cost (Cents /kWh)	Estimated Annual Cost Savings per resident (\$)	Estimated Annual Cost Savings per participant (\$)
Green-e® REC	100% (default)				7.932	\$236	\$1,037
Green-e® REC	75%				7.838	\$241	\$1,058
Green-e® REC	50%				7.745	\$246	\$1,080
Green-e® REC	25%				7.651	\$251	\$1,102
NONE	0%				7.557	\$256	\$1,124
Proposer Defined Product							
_____ %	_____ %						

Year 3

Product Offering		Percent OFF Price-to-Compare (PTC) OR Weighted Average of Competition (WAC) (Preferred Approach for Years 2-3)			Fixed Cost (Cents/kWh) (Preferred Approach for Year 1) Fixed Means Fixed		
Electricity Source (%)	RECs (%)	(%) OFF VALUE & INDEX Example: 3% off PTC OR 4% off WAC	Estimated Annual Cost Savings per resident (\$)	Estimated Annual Cost Savings per small commercial customer (\$)	Fixed Cost (Cents /kWh)	Estimated Annual Cost Savings per participant (\$)	Estimated Annual Cost Savings per participant (\$)
Green-e® REC	100% (default)				8.699	\$196	\$859
Green-e® REC	75%				8.605	\$201	\$880
Green-e® REC	50%				8.512	\$206	\$902
Green-e® REC	25%				8.418	\$211	\$924
NONE	0%				8.324	\$216	\$946
Proposer Defined Product							
_____ %	_____ %						

ATTACHMENTS RELATED TO
SECTION 4.2 - REGULATORY
CERTIFICATIONS



**Public Utilities
Commission**

Jenifer French, Chair

Commissioners

M. Beth Trombold
Lawrence K. Friedeman
Dennis P. Deters
Daniel R. Conway

Competitive Retail Electric Service Provider Certificate

Certified Entity:

Southeast Ohio Public Energy Council
DBA: Sustainable Ohio Public Energy Council
340 West State Street, Suite 134-D
Athens, OH 45701

Certificate Number: **14-826E**

Effective Date: August 15, 2022

Expiration Date: August 15, 2024

Issued Pursuant to Case Number(s):

14-0936-EL-GAG

The above referenced entity is hereby certified to provide competitive retail electric **Governmental Aggregator** services within the State of Ohio.

The certification of competitive retail electric service providers is governed by Chapters 4901:1-24 and 4901:1-21 of the Ohio Administrative Code, and Section 4928.08 of the Ohio Revised Code. This Certificate is revocable if all of the conditions set forth in the aforementioned case(s) are not met.

The certified entity is subject to all rules and regulations of the Public Utilities Commission of Ohio now existing or hereafter promulgated.

Witness the seal of the Commission affixed at Columbus, Ohio.

Dated: **15 day of August, 2022.**



By Order of
The Public Utilities Commission of Ohio

Tanowa M. Troupe, Secretary
Debbie Ryan, Acting Secretary
Susan Patterson, Acting Secretary

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

8/30/2022 4:57:24 PM

in

Case No(s). 14-0936-EL-GAG

Summary: Certificate No. 14-826E issued and electronically filed by Mr. Brandon J.
Jenkins on behalf of PUCO Staff



Competitive Retail Electric Service Provider Certificate

Certified Entity:

AEP Energy Inc

1 Riverside Plaza, 20th Floor
Columbus, OH 43215

Certificate Number: **10-206E**

Effective Date: May 20, 2022

Expiration Date: May 20, 2024

Issued Pursuant to Case Number(s):

10-0384-EL-CRS

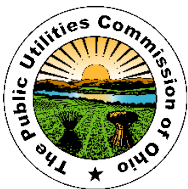
The above referenced entity is hereby certified to provide competitive retail electric **Power Broker;Power Marketer** services within the State of Ohio.

The certification of competitive retail electric service providers is governed by Chapters 4901:1-24 and 4901:1-21 of the Ohio Administrative Code, and Section 4928.08 of the Ohio Revised Code. This Certificate is revocable if all of the conditions set forth in the aforementioned case(s) are not met.

The certified entity is subject to all rules and regulations of the Public Utilities Commission of Ohio now existing or hereafter promulgated.

Witness the seal of the Commission affixed at Columbus, Ohio.

Dated: **01 day of June, 2022.**



By Order of
The Public Utilities Commission of Ohio

Tanowa M. Troupe, Secretary
Debbie Ryan, Acting Secretary
Donielle M. Hunter, Acting Secretary
Susan Patterson, Acting Secretary

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

6/1/2022 3:00:45 PM

in

Case No(s). 10-0384-EL-CRS

Summary: Certificate No 10-206E issued and electronically filed by Ms. Melissa M.
Scarberry on behalf of PUCO Staff

ATTACHMENT RELATED TO
SECTION 4.4 - FORM OF CONTRACTS

SAMPLE CONTRACT OF GOVERNMENT
AGGREGATION MASTER RETAIL
ELECTRIC SUPPLY AGREEMENT



CONFIDENTIAL

**GOVERNMENT AGGREGATION
MASTER RETAIL ELECTRIC SUPPLY AGREEMENT**

This Government Aggregation Master Retail Electric Supply Agreement (“Agreement”) is entered into as of the following date: _____ (“Effective Date”). The parties are the following:

<p>AEP Energy, Inc. (“AEP Energy”)</p>	<p align="center">(“Government Aggregator”)</p> <p>Federal Tax ID: _____</p>
<p><u>Address for Notices:</u></p> <p>1 Riverside Plaza 20th Floor Columbus, OH 43215 Attn: Legal Department</p> <p>Toll Free number: 1-877-726-0214 AEPenergy.com/help</p>	<p><u>Address for Notices:</u></p> <p>_____</p> <p>Attn: _____</p> <p>Phone: _____</p>

**GENERAL TERMS AND CONDITIONS FOR GOVERNMENT AGGREGATION
MASTER RETAIL ELECTRIC SUPPLY AGREEMENT**

All capitalized terms used but not otherwise defined in the sections in which they initially appear shall have the meanings as defined by the Public Utilities Commission of Ohio (“PUCO”) or by PJM Interconnection, L.L.C. (“PJM” or Regional Transmission Organization (“RTO”)) at the time of the Effective Date. AEP Energy is certified by the PUCO as a Competitive Retail Electric Service (“CRES”) Provider to sell competitive retail electric service to customers in the State of Ohio. AEP Energy is an affiliate of AEP Ohio, but is not soliciting on behalf of and is not an agent of AEP Ohio. This Agreement as well as each Attachment A and all other attachments, tables, schedules, exhibits, other supplements and related credit support arrangements (each, an “Attachment”) shall form a single agreement between the parties (collectively referred to as this “Agreement”).

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1 - OBLIGATIONS OF THE PARTIES

1.1 Government Aggregator Obligations. The Government Aggregator is certified and shall maintain its certification by the PUCO as a government aggregator in connection with retail electric sales for the duration of this Agreement pursuant to Section 4928.20 of the Ohio Revised Code and rule 4901: 1-24-01, et. seq., Ohio Administrative Code. The Government Aggregator shall establish and sustain an opt-out aggregation program within its municipal or political subdivision boundaries of the Government Aggregator for its residents and small commercial businesses (the “Opt-out Aggregation Program” or “Program”). The Government Aggregator shall designate AEP Energy as the CRES Provider of record for purpose of supplying competitive retail electric service to its residents and small commercial businesses (as defined in the relevant Attachment A). The Government Aggregator shall adopt, or has adopted, an operation and governance plan (the “Plan”) in accordance with the Ohio Revised Code and the Plan has been filed with the PUCO. In coordination with the Government Aggregator, AEP

Energy may send out enrollment forms to the prospective Customers (as hereinafter defined) or any notices on behalf of the Government Aggregator. During the Term (as hereinafter defined), the right to supply competitive retail electric service for the Program shall be exclusive to AEP Energy. Government Aggregator agrees and acknowledges that no services shall be provided by AEP Energy to Customers until Government Aggregator has met all certification requirements to provide such Program in its jurisdictional territory. Government Aggregator shall not enter into any type of competitive retail electric service supply arrangement with a CRES Provider other than AEP Energy on behalf of its residents and small commercial businesses for the provision of the services described hereunder during the Term. During the Term, Government Aggregator shall not directly or indirectly encourage or in any way attempt to persuade either prospective Customers to opt out of the Program or Customers to discontinue their service with AEP Energy, other than notifying prospective Customers of their right to “opt-out” and by responding to related inquiries with factual information about the services.

1.2 Opt-out and Required Customer Notifications. The Government Aggregator shall provide, or shall cause to be provided, to AEP Energy a list of all the eligible residents and small commercial businesses for participation in the Opt-out Aggregation Program. AEP Energy reserves the right to remove from such list any ineligible participants, including those not current in their EDU (as hereinafter defined) charges. Either AEP Energy or the Government Aggregator, in compliance with Ohio law, shall then notify such remaining prospective Customers of the Program and shall inform them of their right to opt-out, as well as their right to rescind the switch request from AEP Energy within the designated time period. Residents and small commercial businesses that do not opt out and participate in the Program (“Customers”) shall be informed of the terms and conditions for service including pricing and term duration.

Following the initial opt-out process conducted by AEP Energy, AEP Energy may, in its sole discretion, conduct subsequent opt-outs at various times throughout the remaining Term (“Refresh Opt Outs”), and, if conducted, such Refresh Opt Out(s) shall provide to newly eligible customers the opportunity to participate in the Program. All Refresh Opt Outs shall be conducted in the same manner as the initial opt out.

Any eligible residential or non-mercantile commercial customer that is located within the service territory of the incumbent local electric utility or any successor distribution company or entity responsible for distribution, transmission, and delivery of electricity to customers (“EDU”) and the Government Aggregator’s jurisdictional territory at the time of any Refresh Opt Out (including any eligible customer who opens a new account or who was formerly a member of the Program that moves to a new location, each within the EDU’s service territory and Government Aggregator’s jurisdictional territory, a “Newly Eligible Customer”) will be included in such Refresh Opt Out; provided, however, that no Refresh Opt Out notifications shall be sent to current Customers already participating in the Program or eligible residential or non-mercantile commercial customers that have previously (at such customer’s same service address or account) opted out of, or rescinded under, the Program. As related to any Newly Eligible Customer, the price and term end date shall be subject to any amendments or revisions otherwise permitted under this Agreement and shall continue for the remainder of the Term.

Should this Agreement be renewed for subsequent periods, to the extent required by applicable law, government rule, or regulation, any person enrolled in the Program shall have the opportunity to opt out of the Program, without paying a switching fee. The notice/disclosure required above shall also include a stated procedure for such opportunity to opt out of the Program.

1.3 Customer Historical Load Forecast Information. The parties shall obtain the consent of all prospective Customers to obtain and verify the usage data and historical load and load forecast information, related to the Customer’s usage, from the EDU or other supplier. Government Aggregator shall promptly provide to AEP Energy any notices from the EDU in connection with prospective Customer accounts, including any verbal or written notices regarding transition costs, changes in terms of service, tariff changes, any rate changes, or reliability concerns on the EDU system.

1.4 AEP Energy Obligations. Pursuant to the terms herein and for the duration of this Agreement, AEP Energy agrees to supply to each

Customer the commodity portion of its electric supply service (the “Retail Electric Supply”). The Retail Electric Supply is delivered to the EDU’s distribution system’s interconnection point (each, a “Delivery Point”), and the relevant EDU is responsible for delivery of the Retail Electric Supply to each Customer’s meter at and from that point, as well as for responding to emergencies. The Government Aggregator agrees and acknowledges that the EDU will provide distribution and transmission services to such delivery point. To the extent that any services or requirements are provided by the EDU, AEP Energy shall not be responsible for the provision of such services. AEP Energy shall not be responsible for services provided by the EDU, or the consequences of such performance or failure to perform. AEP Energy is under no obligation to provide Retail Electric Supply and related services hereunder until Government Aggregator has been certified by the PUCO. AEP Energy is and shall maintain its status as a certified CRES by the PUCO and shall comply with the rules of the PUCO. Customers enrolled in the Program shall receive services at the rate(s) set forth in the relevant Attachment A.

1.5 Customer Service Requests. Customers may contact AEP Energy directly regarding the terms of this Agreement and the services provided hereunder at the address listed above, which address and phone number shall be provided to Customers regarding the Program. Requests and inquiries regarding distribution services, including emergencies, power outages, wire or service maintenance, metering, service billing or other similar EDU related concerns should be addressed directly with the EDU.

1.6 Customer Affirmative Consent Enrollment. The parties agree that AEP Energy may, in its sole discretion, enroll in the Program such prospective Customers (as AEP Energy may determine) that are within the Government Aggregator’s jurisdictional territory by affirmative consent in accordance with rule 4901:1-21-06 of the Ohio Administrative Code, as amended or revised, which prospective Customers will be offered such rates, charges, and other service terms and conditions for the remainder of the relevant Term (including conditions for enrollment and eligibility for supply) as are agreed to by the applicable prospective Customers and AEP Energy.

ARTICLE 2 - TERM AND TERMINATION

2.1 Term of Agreement and Termination. The term of this Agreement (the “Term”) shall commence on the Effective Date and shall remain in effect until the later of: (i) the end of the next calendar month immediately following the end date of supply for the Customer with the latest Billing Cycle (as hereinafter defined) under the relevant Attachment A; or (ii) as set forth elsewhere in this Agreement, unless otherwise terminated or extended as set forth herein; provided, however, that no Customer shall be served by AEP Energy for more than the number of months set forth in the relevant Attachment A without the Customer having an opportunity to opt out of the aggregation without paying a switching fee. “Billing Cycle” means, with respect to each Customer account, the monthly period between meter read dates during the term of the relevant Customer agreement. AEP Energy shall use commercially reasonable efforts to commence service with respect to each Customer no later than on the first available meter read date, as determined by the EDU, expected to be on or after the date set forth in the relevant Attachment A, and after AEP Energy receives confirmation that the EDU has completed its processing and has accepted the delivery service request. The Government Aggregator and AEP Energy may extend the Term for additional periods of time by written agreement approved and executed

by each party. AEP Energy shall continue to serve Customers enrolled in the Program until the Customer exercises its rights to opt-out or terminate, or the Program is terminated by the parties hereto in which case Customers may choose another CRES or will be switched to EDU service in accordance with the standard switching rules and applicable notices. A Customer may be removed on an individual basis based on a failure to adhere to the terms and conditions of service. Termination of this Agreement shall not relieve Customers or either party of the obligation(s) to pay amounts owed for actual performance of obligations rendered prior to the termination of this Agreement.

2.2 Change in Law or Regulation. In the event of any new, or any change in any existing, law, statute, rule, regulation, order, decision (including any judgment or judicial decision), decree, tariff, charge, or rate class, or process, practice, procedure, protocol, design, or structure, or other event, including any change in any formula rate calculation or charge (e.g., any increase in the rate for network integration transmission service or capacity by the EDU, RTO, or Independent System Operator (“ISO”), as applicable), or any change in any interpretation or application of any of the foregoing, by any governmental authority, court, EDU, ISO, RTO, such as PJM, or other regulated service provider (a “Change in Law”), where such Change in Law results in AEP Energy incurring additional or increased costs or expenses or other adverse economic effects relating to providing the services contemplated herein (collectively, “Additional Costs”), then AEP Energy will provide written notice requesting Customers’ affirmative consent and agreement, describing the Additional Costs, the resulting price revisions, and the future date upon which such revised pricing is requested to be effective (a “Price Revision Request”). Each Customer then will be able to affirmatively consent and agree to such Price Revision Request, and if such Customer agrees, such Customer will pay the revised price described in such Price Revision Request, and all other terms and conditions of this Agreement (and with respect to such Customer, the relevant Customer retail electric service agreement) not modified by such Price Revision Request will remain in full force and effect. If, however, such Customer does not affirmatively consent and agree to the Price Revision Request within thirty (30) calendar days, this Agreement and (with respect to such Customer) the relevant Customer retail electric service agreement, at AEP Energy’s option, either may (1) respectively continue at the existing pricing and existing terms and conditions of each of this Agreement and/or (with respect to such Customer) the relevant Customer retail electric service agreement, or (2) each automatically terminate without penalty, cancellation fee or further obligation (but such Customer will remain responsible to pay AEP Energy for any electricity supply used before such Customer’s retail electric service agreement is terminated, as well as any late fees). Any such automatic termination will be effective on the next available drop date as established by the EDU. Furthermore, Additional Costs may be assessed to Customers as prescribed by the PUCO.

2.3 Termination Events. In the event any of the following conditions occur during the Term, AEP Energy shall have the right to terminate this Agreement without liability and close out its obligations hereunder:

- (i) The EDU will not provide consolidated billing consistent with previous practice;
- (ii) The Government Aggregator does not receive the required certification, authorization and/or approval to move forward with the Program; or
- (iii) Due to the interpretation of any applicable law by any judicial or governmental authority with competent jurisdiction, it

becomes unlawful for AEP Energy to perform any obligation under this Agreement.

2.4 Termination Notices. In the event of termination hereunder, the terminating party shall exercise its best efforts to communicate to the non-terminating party the upcoming possibility of termination. In the event that this Agreement is terminated prior to the end of the Term, each Customer will be provided written notification from the terminating party of the termination of this Agreement at least thirty (30) calendar days prior to termination, and in compliance with other regulatory or legal requirements and Customers will also be notified of their right to return to the EDU or to select an alternate CRES Provider. All other notification(s) shall be in accordance with PUCO requirements.

ARTICLE 3 - DELIVERY TERM

3.1 Delivery Term. During the Term and on and after the actual switch date(s), AEP Energy shall provide competitive retail electric service and related services to the Customers, and shall arrange for distribution service to the Customers by the EDU.

3.2 Customer Pricing. During the Term, AEP Energy shall provide competitive retail electric service and related services to all Customers at the price set forth on the relevant Attachment A. Any non-bypassable charges and fees approved by the PUCO and not included in the Price to Compare (“PTC”) as of the Effective Date will be billed at their full rate.

ARTICLE 4 - BILLING AND PAYMENTS

4.1 Billing. Consolidated billing shall be provided to Customers directly by the EDU based upon the EDU’s meter read and billing cycle for Customers. Such bills will contain both EDU and AEP Energy charges. Each Customer shall be responsible for payments to the EDU and shall be solely responsible for late charges, interests, or penalties imposed by the EDU as a result of such Customer’s failure to timely pay the EDU charges. If such late charges, interests, or penalties are directed to AEP Energy as the CRES, then such Customer shall reimburse AEP Energy for any amounts paid. Any charges, fees, penalties, damages, credits, rebates or refunds arising from service to such Customer by the EDU and/or other provider(s) prior to switch date shall be the responsibility of such Customer or accrue to the benefit of such Customer as appropriate. Each Customer shall use commercially reasonable efforts to respond to these obligations directly with the EDU and/or other provider(s). If such late charges, interest, or penalties are directed to AEP Energy as the CRES, then such Customer shall reimburse AEP Energy for any amounts paid. Each Customer shall hold AEP Energy harmless for such Customer’s failure to pay these obligations in a timely fashion. If a Customer fails to pay amounts due within the specified time period for said payments in accord with the EDU’s tariff and PUCO regulations, AEP Energy retains the right to assess late payment fees on amount(s) owed to AEP Energy, or deem such non-payment a Customer default. AEP Energy reserves the right to convert Customer from consolidated billing to dual billing, or from dual billing to consolidated billing if such a conversion will facilitate more timely billing, collections, and/or payment.

ARTICLE 5 - DEFAULT AND REMEDIES

5.1 Events of Default. The occurrence of any of the following shall be an “Event of Default” hereunder: (a) the failure to make, when due, any undisputed payment required pursuant to this Agreement if such

failure is not remedied within five (5) business days after written notice; (b) any representation or warranty made by Government Aggregator or AEP Energy herein is false or misleading in any material respect when made or when deemed made or repeated; (c) failure of Government Aggregator or AEP Energy to perform a material obligation set forth in this Agreement for which an exclusive remedy is not otherwise provided herein, if such failure is not remedied within thirty (30) calendar days after receipt of written notice (including failure of a party to maintain PUCO certification); (d) Government Aggregator or AEP Energy (i) files a petition or otherwise commences, authorizes, or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization, or similar law, or has any such petition filed or proceeding commenced against it, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) otherwise becomes bankrupt or insolvent (however evidenced), (iv) has a liquidator, administrator, receiver, trustee, conservator, or similar official appointed with respect to it or any portion of its property or assets, regardless of whether such appointment is made in connection with a bankruptcy proceeding or reorganization for the benefit of creditors, or (v) is generally unable to pay its debts as they fall due; or (e) fraud by AEP Energy or Government Aggregator.

5.2 **Rights and Remedies.** If an Event of Default shall have occurred and be continuing, the non-defaulting party shall, at its sole discretion, have the right to do any one or more of the following: (i) to immediately exercise any rights and remedies under this Agreement or law including equitable rights to specific performance in the case of AEP Energy to continue to serve Customers under the Program; (ii) to immediately withhold any payment or performance due to the other party under this Agreement; (iii) to terminate this Agreement by declaring a date for its early termination (an "Early Termination Date") which shall be no later than thirty (30) calendar days after notice is given; or (iv) exercise such other remedies it may have in contract, in equity, or at law.

The parties recognize that damages or other amounts to be received by AEP Energy hereunder may be difficult to measure or inadequate because this Agreement is unique and the actual damages of AEP Energy may exceed any amounts to be received by AEP Energy hereunder. Therefore, the Government Aggregator waives all of its rights to assert as a defense to an action for specific performance and injunctive relief that the amounts payable to AEP Energy hereunder are adequate to cover the actual damages of AEP Energy.

ARTICLE 6 - FORCE MAJEURE

6.1 **Force Majeure.** If either party is unable to perform its obligations in whole or in part due to an event of Force Majeure as defined herein, then the obligations of the affected party shall be suspended to the extent made necessary by such event. The term "Force Majeure" means any cause not within the control of the party claiming relief, including flood, earthquake, storm, drought, fire, pestilence, lightning, hurricanes, washouts, landslides and other natural catastrophes acts of God; acts of the public enemies, epidemics, riots, civil disturbance or disobedience, sabotage, terrorist acts, wars or blockades; governmental actions such as necessity to comply with any court order, law, statute, ordinance or regulation promulgated by a governmental authority; the failure of the EDU or RTO to receive, transport, or deliver, or otherwise perform, unless due to the failure of the party claiming Force Majeure to perform such party's obligations hereunder; or any other unplanned or non-scheduled occurrence, condition, situation or threat not covered above which by the exercise of reasonable diligence such party could not have

prevented or is unable to overcome. Any such event of Force Majeure shall, so far as possible, be remedied with all reasonable dispatch. None of the following shall be deemed a Force Majeure event: (a) financial distress of either party; (b) the inability of either party to make a profit or avoid a financial loss; (c) changes in the market prices of fuel, energy, or power, or (d) a party's financial inability to perform its obligations under this Agreement. If either party is unable to perform any of its obligations under this Agreement due to a Force Majeure event, then said party shall notify the other party in writing as soon as possible after the start of the Force Majeure event. The written notice shall include a specific description of the cause and expected duration of the Force Majeure Event.

6.2 **Curtailments and Outages.** AEP Energy shall not be responsible to a Customer in the event the EDU or RTO disconnects, suspends, curtails or reduces service to such Customer in order to facilitate construction, installation, maintenance, repair, replacement or inspection of any of the EDU's facilities, or to maintain the safety and reliability of the EDU's system, or due to emergencies, forced outages, potential overloading of the EDU's transmission and/or distribution circuits, or Force Majeure or for any other reason permitted by the EDU's tariff or any other acts or omissions of the EDU.

ARTICLE 7 - LIMITATION OF LIABILITY

7.1 **DISCLAIMER AND WARRANTIES.** EXCEPT AS PROVIDED FOR HEREIN, AEP ENERGY EXPRESSLY DISCLAIMS AND MAKES NO WARRANTIES, WHETHER WRITTEN OR VERBAL, FOR OR WITH RESPECT TO ITS SUPPLY OF COMPETITIVE RETAIL ELECTRIC SERVICE OR OTHER OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING ANY EXPRESS, IMPLIED, OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AEP ENERGY DOES NOT WARRANT OR GUARANTEE THE UNINTERRUPTED DELIVERY OF COMPETITIVE RETAIL ELECTRIC SERVICE TO CUSTOMERS DURING FORCE MAJEURE EVENTS. AEP ENERGY WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR THE OPERATIONS OF THE EDU, INCLUDING THE INTERRUPTION, TERMINATION, FAILURE TO DELIVER, OR DETERIORATION OF EDU'S TRANSMISSION OR DISTRIBUTION SERVICE.

7.2 **LIMITATION OF LIABILITY.** UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, ANY LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED BETWEEN THE PARTIES TO DIRECT, ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, TREBLE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISIONS OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT. THE LIMITATIONS IMPOSED ON REMEDIES AND DAMAGE MEASUREMENT WILL BE WITHOUT REGARD TO CAUSE, INCLUDING NEGLIGENCE OF ANY PARTY, WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE AND SHALL SURVIVE TERMINATION, CANCELLATION, SUSPENSION, COMPLETION OR EXPIRATION OF THIS AGREEMENT. ANY

DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

ARTICLE 8 - REPRESENTATIONS AND WARRANTIES

8.1 Representations and Warranties by AEP Energy. AEP Energy hereby represents and warrants to Government Aggregator as of the Effective Date as follows:

- (i) AEP Energy is a corporation, duly formed, validly existing and in good standing under the laws of the State of Illinois;
- (ii) AEP Energy has all authorizations from any government authority necessary for it to legally perform its obligations under this Agreement or will obtain such authorizations in a timely manner prior to when any performance by it requiring such authorization becomes due;
- (iii) The execution and delivery of, and performance under, this Agreement are within AEP Energy’s powers, have been duly authorized by all necessary action and do not violate, conflict with or breach any of the terms or conditions in its governing documents or any contract to which it is a party or any government rule applicable to it;
- (iv) This Agreement has been duly executed and delivered by AEP Energy, and this Agreement (assuming due authorization, execution and delivery of all parties) constitutes legal, valid and binding obligations of AEP Energy enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, fraudulent conveyance, reorganization and other laws affecting creditor’s rights generally and general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law; and
- (v) No bankruptcy is pending against it or to its knowledge threatened against it.

8.2 Representations and Warranties by Government Aggregator. Government Aggregator hereby represents and warrants to AEP Energy as of the Effective Date as follows:

- (i) The Government Aggregator is duly authorized as the agent for the Customers, as a duly authorized government aggregator;
- (ii) The Government Aggregator has all authorizations from any government authority necessary for it to legally perform its obligations under this Agreement;
- (iii) The execution and delivery of, and performance under, this Agreement are within the Government Aggregator’s powers, have been duly authorized by all necessary action and do not violate, conflict with or breach any of the terms or conditions in its governing documents or any contract to which it is a party or any government rule applicable to it. Neither the execution nor delivery by Government Aggregator of this Agreement nor the consummation by the Government Aggregator of the transactions contemplated hereby or thereby does or will result in a breach or violation of this Agreement establishing the Government Aggregator’s authority, or its bylaws, or any material provision of the governance document related thereto. Notwithstanding the foregoing in this paragraph, it is understood with respect to the terms or conditions of any governance document (including the Plan), any

contract, or any other document the terms of Section 10.2 shall apply and prevail;

- (iv) Government Aggregator has the authority to designate, and has designated AEP Energy as its CRES provider for the Customers for the Term. If Government Aggregator is a governmental authority, no action taken by it will be an action by a governmental authority unless it is taken by Government Aggregator in the general exercise of its governmental police powers without a disproportionate impact on AEP Energy or this Agreement, and not in its capacity as a party to this Agreement, and no action taken by Government Aggregator’s consultant(s), if any, will be an action by a governmental authority;
- (v) This Agreement has been duly executed and delivered by the Government Aggregator, and this Agreement (assuming due authorization, execution and delivery of all parties) constitutes legal, valid and binding obligations of the Government Aggregator, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization and other laws affecting creditors’ rights and remedies generally, to general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law;
- (vi) The Government Aggregator is entering into this Agreement with a full understanding of all of the risks hereof (economic and otherwise), it is capable of assuming and willing to assume those risks and AEP Energy is not acting as a fiduciary or in an advisory capacity to it;
- (vii) None of the documents or other written information furnished by or on behalf of the Government Aggregator or Customers to AEP Energy pursuant to this Agreement contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements contained herein or therein, in the light of the circumstances in which they were made, not misleading; and
- (viii) The Government Aggregator has the contractual right to enter into this Agreement and to contract with AEP Energy to supply competitive retail electric service and related services to meet the obligations of Customers and there is no other aggregation program available to these Customers within the jurisdictional territory of the Government Aggregator.

ARTICLE 9 - CONFIDENTIAL INFORMATION

9.1 Confidentiality. Each of AEP Energy and Government Aggregator agrees, for itself and its authorized representatives, to keep all proprietary, confidential, and/or trade secret information of the disclosing party (the “Discloser”) provided under or in connection with this Agreement, including the terms and provisions of this Agreement (“Confidential Information”), confidential and to use such Confidential Information solely for purposes in connection with this Agreement, except to the extent that the receiving party (the “Recipient”) determines that release of such Confidential Information is required by applicable law or regulation, including the Ohio Public Records Act, O.R.C. Section 149.43 et seq. (the “Public Records Act”), subject to the terms and conditions set forth in this paragraph. For purposes of this Article 9, Confidential Information includes this Agreement (or any portion of the contents hereof) and any oral, written, electronic, graphic, or machine-readable information provided before, on, or after the date hereof relating

to a party's business information or corporate structure and/or that of any of its affiliates, marketing and product development plans, information related to the calculation or pricing methodology of the Price, cost information, algorithms, or rates under this Agreement, technical data, product specifications, illustrations or other visuals, financial data and plans, correspondence, and any other information regarding the Program provided by or on behalf of the Discloser to the Recipient or developed or learned by the Recipient during the negotiations of or performance under this Agreement or the course of the Program, third-party confidential information, market share data, licenses, contract information, processes and procedures, trade secrets, proprietary "know-how", research, product or service ideas or plans, inventions, and like information concerning, or provided by or on behalf of, the Discloser, its affiliates, or their third-party consultants, contractors, or suppliers and/or that a party considers to be competitively sensitive. Government Aggregator represents that it is subject to the Public Records Act. If the Recipient, or any of its representatives to which Confidential Information has been disclosed, is requested (pursuant to the Public Records Act or otherwise) or becomes legally compelled (pursuant to applicable federal, state, or local law or regulation or a valid order issued by a court or governmental agency of competent jurisdiction) to disclose any of the Confidential Information, then the Recipient shall, to the extent legally permissible, promptly notify the Discloser in writing if it intends to release any Confidential Information to afford the Discloser an opportunity to either seek a protective order or other appropriate remedy prior to disclosure or waive compliance with the provisions of this Article 9; provided, however, that each party shall have the right to make such disclosures, if any, to government agencies and to its own agents, vendors, advisors, contractors, attorneys, auditors, accountants, and affiliates as may be reasonably necessary, so long as each party makes reasonable efforts to maintain the confidentiality of such information being so disclosed, whether by use of protective orders or otherwise, as is afforded by the process in which the disclosures are made. If the relevant protective order or other remedy is not obtained or the Discloser expressly waives in writing compliance with the provisions hereof, the Recipient, and/or each of its representatives, will disclose no more than that portion of the Confidential Information which, on the advice of the Recipient's legal counsel, is legally required to be disclosed and will reasonably cooperate with the Discloser's efforts, at the Discloser's expense, to obtain reliable assurance that confidential treatment will be accorded the Confidential Information required to be disclosed.

ARTICLE 10 - MISCELLANEOUS

10.1 Notices. Notices shall, unless otherwise specified herein, be in writing and may be delivered by hand delivery, United States mail, overnight courier, or email to the persons and addresses listed in the introduction to this Agreement, provided however that notice by email shall only be effective if followed by written notice as aforesaid. Notice by hand delivery shall be effective at the close of business on the day actually received, if received during business hours on a business day, and otherwise shall be effective at the close of business on the next business day. Notice by overnight United States mail or other overnight courier shall be effective on the day it is received. Notice by United States mail other than overnight United States mail shall be deemed effective when so received. A party may change its addresses by providing notice of said change in accordance herewith.

10.2 Entire Agreement. No other document (including the Plan), governmental ordinance, or law applicable with respect to the jurisdictional territory or Government Aggregator shall create any

obligation, duty, or qualification with respect to the Program or the relationship of the parties under this Agreement. The parties acknowledge and agree that (a) each of Government Aggregator (with respect to itself or any Customer) and AEP Energy solely and exclusively shall rely upon and be bound by the specific representations, warranties, rights, and obligations set forth in this Agreement, (b) no other representations, warranties, restrictions, covenants, undertakings, or other statements whatsoever, whether written or oral (including in the Plan or in any governmental ordinance or law applicable with respect to the jurisdictional territory or Government Aggregator), to the contrary of this Agreement or otherwise, shall be deemed to constitute a part of this Agreement, unless expressly set forth herein, and (c) this Agreement, including all Attachments hereto, contains all of the terms and conditions of this Agreement reached by the parties, and supersedes all prior oral or written agreements with respect to the subject matter of this Agreement. This Agreement may not be modified, amended, altered or supplemented, except by written agreement signed by all parties hereto. This Agreement constitutes a master agreement under which one or more Attachment(s) may be executed for the purpose of designating Retail Electric Supply, respectively, as listed on the relevant Attachment. Any Attachments executed pursuant to this Agreement by the parties after the date hereof shall become a part of this Agreement, or replace in its entirety any previously-executed similar version. Notwithstanding anything to the contrary herein, this Agreement is effective only upon Government Aggregator's execution and AEP Energy's subsequent execution of this Agreement.

10.3 Waivers. No waiver of any term, provision, or conditions of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the party making the waiver. Any request for a waiver of the requirements and provisions of this Agreement shall be in writing and must be approved in writing by the non-waiving party. The failure of either party to insist upon strict performance of such requirements or provisions or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment of such requirements, provisions or rights. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or the remainder of this Agreement.

10.4 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio without regard to any principles of conflicts of laws that would apply the law of another jurisdiction.

10.5 Controlling Provisions. In the event of any inconsistency between the terms herein and the terms of the Attachments hereto, the provisions of this Agreement shall control. The words "include" and "including" shall be deemed to be followed by the phrase "without limitation."

10.6 Severability. Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction.

10.7 Assignment. This Agreement shall not be transferred or assigned by either party without the express written authorization of the

other party, which authorization shall not be unreasonably withheld. Notwithstanding the foregoing, AEP Energy may, without the consent of Government Aggregator or Customers, (a) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangement; (b) transfer or assign this Agreement to an affiliate of AEP Energy; or (c) transfer or assign this Agreement to any person or entity succeeding to all or a substantial portion of the assets of AEP Energy. Upon an assignment pursuant to (b) or (c), Government Aggregator and Customers agree that AEP Energy shall have no further obligations regarding future performance hereunder. Either party's assignee shall agree in writing to be bound by the terms and conditions of this Agreement, including the Attachments. Subject to the foregoing, this Agreement and its Attachments shall be binding upon and inure to the benefit of any permitted successors and assigns, to the extent permitted by law.

10.8 Forward Contract. The parties acknowledge and agree that (a) this Agreement constitutes a forward contract within the meaning of the United States Bankruptcy Code, and (b) AEP Energy is a forward contract merchant. Further, AEP Energy is not providing advice regarding "commodity interests," including commodity futures contracts and commodity options contracts or any other matter, which would cause it to

be a "commodity trading advisor" under the U.S. Commodity Exchange Act, as amended.

10.9 Press Releases. Government Aggregator agrees and acknowledges that AEP Energy shall have the right to review and approve any press releases in connection with this Agreement prior to publication or release.

10.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one instrument. Any counterpart may be executed and evidenced by signature transmitted by email or other electronic means as though it were an original.

10.11 No Third-Party Beneficiaries. This Agreement confers no rights or remedies whatsoever upon any person or entity other than the parties and shall not create, or be interpreted as creating, any standard of care, duty or liability to any person or entity not a party hereto. Neither party shall be liable to a third party not a party to this Agreement for any unauthorized act or omission on the part of the other party or for any unauthorized obligation or debt incurred by the other party.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by a duly authorized representative, who, by applying his or her signature, represents and warrants full right, power, and authority to sign on behalf of the relevant party named below, effective as of the Effective Date set forth above.

AEP ENERGY, INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

ATTACHMENT A:

**GOVERNMENT AGGREGATION MASTER RETAIL ELECTRIC SUPPLY AGREEMENT
CUSTOMER PRICING AND ADDITIONAL TERMS**

Attachment A to Government Aggregation Master Retail Electric Supply Agreement

Between

and AEP Energy, Inc.

Term:

[Twenty-four] ([24]) months, expected to begin on or around the relevant [MONTH YEAR] meter read date(s) (or, for Refresh Opt Out(s) or Customer(s) that enroll in the Program by affirmative consent, for a period up to the remainder of such [twenty-four] ([24]) month-term), subject to the timing of (i) the available meter read date(s), as determined by the EDU, following the applicable opt-out period or enrollment date, and (ii) AEP Energy's receipt of confirmation that the EDU has completed its processing and has accepted the relevant delivery service request(s)

Pricing:

Residential (RS): Commodity portion of electric service equal to _____ cents per kWh

The Customer shall pay AEP Energy a charge for the commodity portion of its electric service that is equal to _____ ¢ per kWh multiplied by the metered electric usage for the monthly Billing Cycle. Price is exclusive of distribution service charges and other non-bypassable EDU charges and fees.

Commercial (consumption less than 700,000 kWh annually): Commodity portion of electric service equal to _____ cents per kWh

The Customer shall pay AEP Energy a charge for the commodity portion of its electric service that is equal to _____ ¢ per kWh multiplied by the metered electric usage for the monthly Billing Cycle. Price is exclusive of distribution service charges and other non-bypassable EDU charges and fees.

Mercantile Accounts:

National accounts as well as any eligible commercial accounts with annual usage greater than 700,000 kWh must "opt-in," at AEP Energy's sole discretion to accept, in order to participate in the Program.

Administrative Services to be provided to Government Aggregator by AEP Energy during the Term:

- Design, print and mail the Opt-out letter to eligible participants, including a sheet of Frequently Asked Questions to provide assistance.
- Administer the opt-out process including database preparation, handling of opt-out form information, and final enrollment list compilation.
- Provide call center support to handle informational calls regarding the Program.
- [Provide to Government Aggregator's consultant, _____, the reasonably-requested information for PUCO reports on behalf of Government Aggregator.]
- [Pay the amount of \$[●] per kWh delivered and paid for under the Program to Government Aggregator's consultant, _____, for services provided.]

ATTACHMENTS RELATED TO
SECTION 5.1 - MARKETING PROGRAM
& SECTION 5.2 - CUSTOMER
EDUCATION



Residential ▾

Commercial ▾

Small Business ▾

About Us

1-866-258-3782

View Plans

My Account



Energy rates are expected to rise June 2023! [Lock in your fixed rate offer today!](#)



Dayton residents can get a great electricity rate through SOPEC's Electric Aggregation Program.

Eligible residents in the City of Dayton will receive a low electric price of 7.457 cents per kWh with 100% renewable energy up to the June 2023 meter-read date.



[Check Eligibility to Get Started](#)

SOPEC'S Electric Aggregation Program is a smart choice.

Instead of paying fluctuating utility rates, with AEP Energy, you'll receive:



**100% renewable energy
at a fixed rate**



**Same reliable service
at a better price**



**No cancellation fees
if you are not 100% satisfied**



What is the SOPEC Electric Aggregation Program?

Under the SOPEC Electric Aggregation Program, SOPEC acts on behalf of its electricity consumers to select an electricity supply provider who, through the power of volume buying, is able to secure electricity at competitive prices. The PUCO has taken steps to ensure that Ohio's competitive electricity environment is consumer-friendly. Voters in each of the SOPEC member communities (including the City of Dayton) approved this aggregation program and each SOPEC member community also passed an ordinance adopting SOPEC's Electric Aggregation program. SOPEC has selected AEP Energy as its preferred electricity supply provider to serve the residents and small businesses of SOPEC's member communities including the City of Dayton.

Renewable electricity **in Dayton.**

The City of Dayton has selected an electricity supply plan that supports a cleaner environment and provides the same quality service.

Eligible residents will receive 100% renewable energy at the new price of 7.457 cents per kWh for your electricity supply charges through the June 2023 meter-read date. It's easy to get started by clicking the button below to see if you are eligible for the program.

[Check Eligibility](#)

Choice for Daytonians.

AEP Energy is proud to be a Competitive Retail Electric Service Provider for the City of Dayton and other SOPEC member communities.

AEP Energy serves the following zip codes in the City of Dayton: 45406, 45409, 45405, 45420, 45417, 45402, 45403, 45414, 45424, 45419, 45404, 45410, 45432, 45416, 45415, 45377, 45426, 45315, 45322, 45458, 45431, 45459, 45428, 45469 and 45429.

Please note, not all residents within the listed zip codes will be eligible for the SOPEC Electric Aggregation Program.

If you are not eligible for this program, don't worry, AEP Energy has other great price plans that will fit your home's needs.

[View Electricity Rates](#)

Electric companies in **Dayton.**

The following electric distribution companies provide the distribution and transmission of electric power in the Dayton area.

[AES Ohio](#)

AES Ohio is an electric utility serving 24 counties in the West Central Ohio region. Headquartered in Dayton, AES Ohio has been powering the Miami Valley since 1911. Today, AES Ohio serves more than 500,000 customer accounts and reaches 1.25 million people. AES Ohio was formerly known as the Dayton Power & Light (DP&L) Company until it announced its new name and brand identity as AES Ohio in February 2021.

800-433-8500

[Report an Outage](#)

[Duke Energy](#)

Duke Energy has a rich history dating back to 1904 in South Carolina. Today, Duke Energy is Fortune 150 company that owns over 50,000 megawatts of energy capacity. Duke Energy provides electricity to more than 8 million customers in 6 states and has over 1.5 million natural gas customers.

800-544-6900

[Report an Outage](#)



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City of Dayton Electric Aggregation Program

Fixed-Term Rate



Lower Rate



100% Renewable Energy



The Details

- **7.457 cents per kWh until June 2023.**
- **Estimated 30% cheaper than the AES Ohio standard service offer of 10.91 cents per kWh.**
- **Program does not impact distribution rates, only supply charges.**
- **Enroll for Free at: 1-877-648-1937.**

*Flyer valid through May 2023.

For more information,
please visit: SOPEC-OH.gov



SOPEC
Sustainable Ohio Public Energy Council



SOPEC

Sustainable Ohio Public Energy Council

www.sopec-oh.gov



**Belpre's Electric Aggregation
Program is estimated to**

SAVE RESIDENTS 18%
over the next 12 months!

Make sure you
are opted-in!
Scan or call...

1-877-648-1937



ELECTRIC POWER AGGREGATION

Update as of March 2023:

The City of Dayton purchased energy for 2023 and the electric aggregation program will be continued to May of 2025. If you were enrolled in our program last year, you do not need to do anything. We are expected to save over \$100 for 2023 compared to AES Ohio's standard service offer. If you would like to join our program, please read below on how to enroll.

In May of 2021, the Mayor and City Commission unanimously approved restarting our electric aggregation program. The City of Dayton has selected SOPEC, the Sustainable Ohio Public Energy Council, to procure energy for our residents. Our energy will be from 100% renewable resources, and we will be one of only a handful of cities in Ohio that are purchasing 100% renewable content electricity for their community.



[Google Translate](#)

Over the next couple of weeks, residents can choose to participate in our program, which offers three options:

- Participate in the program - and be automatically opted in. **If you were in our program in 2022, you will be automatically reenrolled.**
- Participate in the program with the fossil fuel option - see below for how you can pursue this option.
- Opt out of the program - see below for how you can pursue this option

It should also be noted that **all energy prices increased in 2022**. This is due to AES Ohio raising the distribution rates on residents. **The Electric Aggregation program does not impact distribution rates, but only supply charges. These prices will be reflected on June 1, 2023.**

What is electric aggregation and how does it impact me?

Please read below to learn more about the electric aggregation program:

WHAT IS A DEREGULATED ENERGY MARKET AND ELECTRIC AGGREGATION?

Ohio has a deregulated the energy market, meaning you can choose where you buy your electricity generation. For example, you can select to purchase electricity from renewable sources or fossil fuels for your home or business. Some residents may have already selected a supplier for electricity, and you may notice marketers mailing you letters to purchase energy from them. You do not need to purchase energy from these marketers, because currently, AES Ohio (formerly DP&L), will automatically provide default electricity supply for you. Importantly, AES will continue to provide electricity to your home or business regardless of where you purchase your electricity supply.

WHO IS SOPEC AND WHY AM I GETTING LETTERS FROM AEP?

SOPEC (Sustainable Ohio Public Energy Council) is a non-profit public service organization that currently manages the City of Dayton's community choice aggregation program. They go out to market on behalf of Dayton residents to try and get the most competitive supply price. This year, they purchased our energy through AEP, who is the energy supplier.

WHY DID MY ELECTRIC BILL INCREASE?

All energy prices increased in 2022. This is due to AES Ohio raising the distribution rates on residents. The Electric Aggregation program does not impact distribution rates, but only supply charges. Supply charges did increase from the past year, however the **City of Dayton's supply rate is cheaper than AES Ohio.**

WHAT IS THE CURRENT RATE?

Starting in June 2023, the City of Dayton purchased electricity supply with 100% green attributes at **\$0.0965 per kilowatt-hour (kWh)**. AES Ohio sets its standard service offer (SSO) starting at \$0.108. **City of Dayton's Aggregation Program will save Dayton residents money for the upcoming year compared to the AES' SSO price.**

WHAT DOES THIS MEAN FOR YOU AS A RESIDENT?

There are two parts to a utility bill- the delivery fee and the supply fee. The delivery fee is set by AES Ohio (formerly DP&L) and they will remain your electric utility. However, the supply charges will change as the City of Dayton's aggregation provider, SOPEC, and AEP Energy, its energy supplier, will now supply your energy.

At the end of April 2023, you will receive a notice in the mail from SOPEC and AEP Energy asking if you would like to opt out of the aggregation program without charge. All residents automatically will be enrolled in the program unless you opt out. You will also have the opportunity to leave the program for free at any time if you chose. The notice will have instructions on how to opt-out.

WHAT IF I CURRENTLY HAVE A SUPPLIER CONTRACT IN PLACE? WILL I STILL BE AUTOMATICALLY OPTED IN?

No, any residents who already have a supply agreement in place (if you chose something on energychoice.ohio.gov) or if you are currently a PIPP customer, you are not opted in. You do not need to do anything as well.

WHAT IF I WANT TO SWITCH SUPPLY CONTRACTS OR I WAS NOT AUTOMATICALLY OPT-ED IN?

To see if you are in our program, check page 2 of your most recent AES Ohio bill. If it does not say "AEP Energy" under supply chargers, you are not in our program (see image below). To get in our program, please call the AEP Call center at 877-648-1937. An important note, if you have a supply agreement in place, please call your supplier to cancel your plan or to check if you are rolling over from a previous plan. In addition, ensure you check with your supplier that you do not have a supply termination fee.

Price-to-Compare Message

In order for you to save money off of your utility's supply charges, a supplier must offer you a price lower than AES Ohio's price of **10.9 cents per kWh**, for the same usage that appears on this bill. To review available competitive supplier offers, visit the Public Utilities Commission of Ohio's Energy Choice Ohio website at energychoice.ohio.gov. You may contact AES Ohio for a written explanation of the price-to-compare message.

AES Ohio Delivery Charges

Customer Charge	7.00
Other Delivery Charges	56.42
AES OHIO DELIVERY TOTAL	\$63.42

Supply Charges

SUPPLY TOTAL



\$102.68

AEP Energy, Inc

Phone: 866-258-3782

Period: From Jul 06, 2022 To Aug 03, 2022

TOTAL SUPPLIER CHARGES 1,377 KWH X **\$0.07457** 102.68

WHAT ARE THE BENEFITS, AND WILL I SEE SAVINGS?

The main benefit of aggregation is the City of Dayton can achieve a more sustainable electricity supply for our residents by requiring a 100% renewable energy program content at a competitive price for our residents and businesses. The City of Dayton's aggregation program is saving money in comparison to the default rate offered through AES Ohio. Residents and small businesses are expected to save over \$100 in 2023 compared to AES Ohio's standard service offer.

WHAT IF I WANT TO KEEP USING TRADITIONAL ENERGY (FOSSIL FUELS?)

If you want to be enrolled in the City's program but would prefer to have fossil fuels, you can choose the "step-down" option. To enroll in this option, you will need to call the AEP Energy call center at 877-648-1937.

CAN I CANCEL AT ANY TIME?

Yes, you can choose to leave the aggregation program for free. If you would like to leave, you can call 877-648-1937 and will return to AES Ohio's default pricing.

HOW LONG DOES THE PROGRAM LAST?

There is currently no end date. The City will notify residents when the program ends.

QUESTIONS OR COMMENTS?

For any more questions or concerns, you may contact the City of Dayton call center at 937-333-3333 or the AEP Energy call center at 877-648-1937.



CONTACT US

101 W 3rd Street
Dayton, Ohio
45402

Phone: 937-333-
3333

Public Works: 937-
333-4800

Waste Collection:
937-333-4800

HELPFUL LINKS

[Budget/Finance
Updates](#)

[Employment
Opportunities](#)

[Public Meetings
and Boards](#)

[Public Records
Requests](#)

USING THIS SITE

[Site Map](#)

[Accessibility](#)

[Copyright Notices](#)

[Legal Notices](#)

[Privacy Policy](#)

Dayton Electric Aggregation Program

How Does It Work?



For more information,
please visit www.SOPEC-OH.gov



ATTACHMENT RELATED TO
SECTION 13.3 - CREDITWORTHINESS

Credit Ratings

Current Ratings for AEP, Inc. and Subsidiaries (as of 11/1/2022)

Company	Moody's		S&P		Fitch	
	Senior Unsecured	Outlook	Senior Unsecured	Outlook	Senior Unsecured	Outlook
American Electric Power Company, Inc.	Baa2	S	BBB+	S	BBB	S
AEP, Inc. Short Term Rating	P2	S	A2	S	NR	NR
AEP Texas Inc.	Baa2	S	A-	S	BBB+	S
AEP Transmission Company, LLC	A2	S	A-	S	A	S
Appalachian Power Company ¹	Baa1	S	A-	S	A-	S
Indiana Michigan Power Company ¹	A3	P	A-	S	A	S
AEP Ohio	Baa1	S	A-	S	A	S
Public Service Company of Oklahoma	Baa1	S	A-	S	A-	S
Southwestern Electric Power Company	Baa2	S	A-	S	BBB+	S
Transource Energy ²	A2	S	NR	NR	NR	NR

¹ In conjunction with the unenhanced VRDN remarketings, APCo and I&M both received short term credit ratings of A-2/P2 from S&P/Moody's.

² NR stands for Not Rated.

Data excludes Kentucky operations due to sale expected to close in January 2023.

ATTACHMENTS RELATED TO
SECTION 14.4 - FINANCIAL
INFORMATION

Sustainable Ohio Public Energy Council Balance Sheet

Accrual Basis

As of December 31, 2021

	Dec 31, 21
ASSETS	
Current Assets	
Checking/Savings	
10100 · HVB Checking	287,035.54
Total Checking/Savings	287,035.54
Accounts Receivable	
11000 · Accounts Receivable	-859.74
Total Accounts Receivable	-859.74
Other Current Assets	
14000 · Employee Advance	-420.66
14800 · Prepaid Expenses	10,804.69
Total Other Current Assets	10,384.03
Total Current Assets	296,559.83
Other Assets	
18600 · Other Assets	250,000.00
18700 · Security Deposits Asset	156.00
Total Other Assets	250,156.00
TOTAL ASSETS	546,715.83
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
25000 · Accounts Payable	3,292.02
Total Accounts Payable	3,292.02
Other Current Liabilities	
26000 · Payroll Liabilities	
26010 · W/H Medicare	2,843.39
26020 · W/H Federal Income Tax	25,133.06
26030 · W/H State Income Tax	3,247.86
26040 · W/H Local Income Tax	3,763.36
26050 · W/H School District Income Tax	485.89
26060 · W/H OPERS	117.94
26080 · W/H WV State income Tax	2,657.51
26000 · Payroll Liabilities - Other	-39,573.42
Total 26000 · Payroll Liabilities	-1,324.41
Total Other Current Liabilities	-1,324.41
Total Current Liabilities	1,967.61
Total Liabilities	1,967.61
Equity	
32000 · General Fund Balance SOPEC	259,694.17
Net Income	285,054.05
Total Equity	544,748.22
TOTAL LIABILITIES & EQUITY	546,715.83

Sustainable Ohio Public Energy Council Balance Sheet

Accrual Basis

As of December 31, 2022

	Dec 31, 22
ASSETS	
Current Assets	
Checking/Savings	
10100 · HVB Checking	237,178.29
Total Checking/Savings	237,178.29
Accounts Receivable	
11000 · Accounts Receivable	-63,359.74
Total Accounts Receivable	-63,359.74
Other Current Assets	
14000 · Employee Advance	-420.66
14800 · Prepaid Expenses	13,265.19
Total Other Current Assets	12,844.53
Total Current Assets	186,663.08
Other Assets	
18600 · Other Assets	650,000.00
18700 · Security Deposits Asset	156.00
Total Other Assets	650,156.00
TOTAL ASSETS	836,819.08
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
25000 · Accounts Payable	3,564.62
Total Accounts Payable	3,564.62
Other Current Liabilities	
26000 · Payroll Liabilities	
26010 · W/H Medicare	7,403.63
26020 · W/H Federal Income Tax	58,627.21
26030 · W/H State Income Tax	7,821.77
26040 · W/H Local Income Tax	10,157.08
26050 · W/H School District Income Tax	989.13
26060 · W/H OPERS	-260.11
26080 · W/H WV State income Tax	7,309.50
26000 · Payroll Liabilities - Other	-100,260.06
Total 26000 · Payroll Liabilities	-8,211.85
27000 · Other Current Liabilities	38.13
Total Other Current Liabilities	-8,173.72
Total Current Liabilities	-4,609.10
Total Liabilities	-4,609.10
Equity	
32000 · General Fund Balance SOPEC	544,748.22
Net Income	296,679.96
Total Equity	841,428.18
TOTAL LIABILITIES & EQUITY	836,819.08

**Sustainable Ohio Public Energy Council
Income Statement**

Accrual Basis

January through December 2021

	<u>Jan - Dec 21</u>
Ordinary Income/Expense	
Income	<u>735,487.26</u>
Gross Profit	735,487.26
Expense	<u>450,433.21</u>
Net Ordinary Income	<u>285,054.05</u>
Net Income	<u><u>285,054.05</u></u>

**Sustainable Ohio Public Energy Council
Income Statement**

Accrual Basis

January through December 2022

	<u>Jan - Dec 22</u>
Ordinary Income/Expense	
Income	<u>993,895.25</u>
Gross Profit	993,895.25
Expense	<u>697,215.29</u>
Net Ordinary Income	<u>296,679.96</u>
Net Income	<u><u>296,679.96</u></u>

ATTACHMENTS RELATED TO
SECTION 14.5 - ADDITIONAL
REQUIRED DOCUMENTS

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Southeast Ohio Public Energy Council

2 Business name/disregarded entity name, if different from above
DBA Sustainable Ohio Public Energy Council

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ **Government**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
P.O. Box 825

6 City, state, and ZIP code
Athens, OH 45701

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

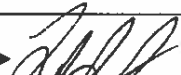
Social security number								
			-					
or								
Employer identification number								
4	7		-	2	5	0	6	0 9 1

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶  Date ▶ 11/14/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



CITY OF CLEVELAND
Mayor Justin M. Bibb

Requested By: _____
(Department/Office)

**NON-COMPETITIVE BID CONTRACT
STATEMENT FOR CALENDAR YEAR 2023
(ALL DEPARTMENTS/OFFICES)**

This statement, properly executed and containing all required information must be completed. **IF YOU FAIL TO COMPLY, YOUR PROPOSAL WILL NOT BE CONSIDERED.**

Entity Name: Southeast Ohio Public Energy Council DBA Sustainable Ohio Public Energy Council
Entity's Mailing Address: P.O. Box 825, Athens, OH 45701

COMPLETE SECTION I, II, OR III BELOW, WHICHEVER IS APPROPRIATE, AND SECTION IV.

NOTE: For purposes of this Statement, the "Mayor" and "Mayor's Committee" means Justin Bibb, the Neighbors for Justin Bibb Committee, or any similar campaign committee of Justin Bibb, respectively.

SECTION I. TO BE COMPLETED BY NON-PROFIT CORPORATIONS AND GOVERNMENTAL ENTITIES.

If you are recognized by the IRS as a non-profit corporation or are a governmental entity, mark the appropriate designation below and proceed to the indicated section(s).

- NON-PROFIT CORPORATION **GO TO SECTIONS III and IV.**
 GOVERNMENTAL ENTITY **GO TO SECTION IV.**

SECTION II. TO BE COMPLETED BY INDIVIDUALS, SOLE PROPRIETORSHIPS, PARTNERSHIPS, INCORPORATED PROFESSIONAL ASSOCIATIONS, UNINCORPORATED ASSOCIATIONS, ESTATES AND TRUSTS.

The above-named entity is a (Please mark appropriate designation):

- SOLE PROPRIETORSHIP TRUST
 INCORPORATED PROFESSIONAL ASSOCIATION ESTATE
 UNINCORPORATED ASSOCIATION PARTNERSHIP
 LIMITED LIABILITY COMPANY JOINT VENTURE

For purposes of Section II, a "principal" means an individual, an owner, a partner, a shareholder, a member, an administrator, an executor or trustee connected with the above-named entity, or the spouse of any of them.

PLEASE READ PARAGRAPHS (A) and (B) and mark the appropriate paragraph. If paragraph (B) is checked, the City of Cleveland is prohibited by Section 3517.13 of the Revised Code from awarding a non-competitively bid contract over \$500.00 to the entity during calendar year 2023 unless Council makes a direct award.

- (A) NO ONE PRINCIPAL of the above named entity made one or more contributions to the Mayor or the Mayor's Committee between January 1, 2021 and December 31, 2022 that totaled in excess of \$1,000.00 per individual. (This paragraph also applies if no principal of the above-named entity made any contributions to the Mayor or the Mayor's Committee).
 (B) ONE OR MORE PRINCIPALS of the above named entity made, as individual(s), one or more contributions to the Mayor or the Mayor's Committee between January 1, 2021 and December 31, 2022 that totaled in excess of \$1,000.00.

SECTION III. TO BE COMPLETED BY NON- PROFIT AND FOR-PROFIT CORPORATIONS AND BUSINESS TRUSTS.

NON-PROFIT CORPORATION FOR-PROFIT CORPORATION
 BUSINESS TRUST (OTHER THAN INCORPORATED PROFESSIONAL ASSOCIATIONS)

For purposes of Section III, a "principal" means an individual or an entity owning more than 20% of the corporation or business trust or the spouse of any such individual.

PLEASE READ PARAGRAPHS (A) (B) (C) and (D) and mark the appropriate paragraph. If paragraph (C) is checked, the City of Cleveland is prohibited by Section 3517.13 of the Revised Code from awarding a non-competitively bid contract over \$500.00 to the entity during calendar year 2023 unless Council makes a direct award. If paragraph (D) is checked, the City of Cleveland is prohibited by Section 3599.03 from awarding a contract to the non-profit corporation.

- (A) NO INDIVIDUAL or entity owned more than 20% of the corporation or business trust between January 1, 2021 and December 31, 2022.
- (B) NO PRINCIPAL of the above named entity made, as an individual, one or more contributions to the Mayor or the Mayor's Committee between January 1, 2021 and December 31, 2022 that totaled in excess of \$1,000.00. (This paragraph also applies if no principal of the above-named entity made any contributions to the Mayor or the Mayor's Committee).
- (C) ONE OR MORE PRINCIPALS of the above named entity made one or more contributions to the Mayor or the Mayor's Committee between January 1, 2021 and December 31, 2022 that totaled in excess of \$1,000.00 individual.
- (D) FUNDS OF THE NON-PROFIT CORPORATION were contributed to the Mayor or the Mayor's Committee at any time.

GO TO SECTION IV.


SECTION IV. TO BE COMPLETED BY ALL ENTITIES.

I do hereby state that I have legal authority to complete this statement on behalf of the above-named entity and to the best of my knowledge and belief the answers herein are true and complete.

Print Name Luke Sulfridge Print Title Executive Director
Signature *[Handwritten Signature]* Date 5/1/2023
Telephone No. (740) 597-7955
(Area Code)

STATE OF Ohio)
COUNTY OF Washington) SS:

Before me, a Notary Public in and for said County and State, personally appeared the above-named Luke Sulfridge, who acknowledged that (he/she) did sign the foregoing statement and that the same is (his/her) free act deed, personally and as duly authorized representative of SOPEC, and the free act and deed of the entity on whose behalf (he/she)

signed.  **ROBIN S BRANT**
Notary Public
State of Ohio
My Comm. Expires
May 1, 2028 Notary Public *[Handwritten Signature]*
Date 5-1-2023

FOR MAYOR'S OFFICE USE ONLY

ELIGIBLE _____
 INELIGIBLE _____
DATE _____

NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES DISCLOSURE

INSTRUCTIONS: Pursuant to Codified Ordinance Sec. 181.36, the information requested on this page must be supplied by all contractors and any subcontractors having more than a fifty percent (50%) interest in the proposed contract prior to any contract being awarded by the City of Cleveland. Any contractor or subcontractor who is deemed to have made a false statement shall be declared to have acted in default of its contract and shall be subject to the remedies for default contained in its contract. For failure to cure such a default, the contractor or subcontractor shall be automatically excluded from bidding for the supply of any goods or services for use by the City for a period of two (2) years.

CHECK WHICHEVER IS APPLICABLE:

A. The undersigned or any controlling shareholder,* subsidiary, or parent corporation of the undersigned is **NOT ENGAGED IN ANY BUSINESS OR TRADING FOR PROFIT IN NORTHERN IRELAND**. (if paragraph A. is checked, proceed to the signature line.)

B. The undersigned or any controlling shareholder,* subsidiary, or parent corporation **IS ENGAGED IN ANY BUSINESS OR TRADING FOR PROFIT IN NORTHERN IRELAND**. (if paragraph B. is checked, please either check the stipulation contained in paragraph C. or attach documentation that shows that the undersigned has complied with the stipulation contained in paragraph C.)

C. The undersigned and all enterprises identified in paragraph B. are **TAKING LAWFUL AND GOOD FAITH STEPS TO ENGAGE IN FAIR EMPLOYMENT PRACTICES WHICH ARE RELEVANT TO THE STANDARDS EMBODIED IN THE "MacBRIDE PRINCIPLES FOR FAIR EMPLOYMENT IN NORTHERN IRELAND."** A copy of the MacBride Principles can be obtained from the Office of the Commissioner of Purchases and Supplies. In lieu of checking this paragraph, the undersigned must attach documentation which the undersigned believes shows compliance with the stipulation contained in this paragraph C.



Name of Contractor or Subcontractor

By: Luke Sulfridge

Title: Executive Director of SOPEC

* "Controlling shareholder" means any shareholder owning more than fifty percent (50%) of the stock in the corporation or more than twenty-five percent (25%) of the stock in the corporation if no other shareholder owns a larger share of stock in the corporation.



VENDOR ENTRY FORM

Add Vendor

Change Vendor Info

Delete Vendor

Business Name:	Sustainable Ohio Public Energy Council												
1099 INFORMATION													
Incorporated?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	Federal Tax ID:	4	7	-	2	5	0	6	0	9	1
If "NO" Check One:	<input type="checkbox"/> SOLE PROPRIETORSHIP <input type="checkbox"/> PARTNERSHIP <input checked="" type="checkbox"/> OTHER:												
If "NO" Enter your Social Security Number:						-							
IRS Reporting Name*:	Southeast Ohio Public Energy Council DBA Sustainable Ohio Public Energy Council												
<i>*If this is not the name listed on contracts with the city, please attach a detailed explanation.</i>													
Address:	340 West State Street, Unit 134												
City:	Athens				State:	OH		Zip:	45701				
Phone:	(740) 597-7955			Ext.:		Fax:	()						
Website Address:	www.sopec-oh.gov												
Email Address:	support@sopec-oh.gov												
ORDERING ADDRESS INFORMATION													
Check each that applies*:													
Address:													
City:					State:			Zip:					
Phone:	()			Ext.:		Fax:	()						
Contact:					Title:								
Email Address:													

**Please attach additional pages if you have more than one ordering/other location.*

REMITTING ADDRESS INFORMATION

Address:				
City:		State:		Zip:
Phone:	()	Ext.:		Fax: ()
Contact:				
Payment Name*:				
<i>*If payment name is different from business name, please attach a detailed explanation.</i>				

BANK INFORMATION

IF YOU ARE CURRENTLY RECEIVING PAYMENTS VIA EFT, PLEASE COMPLETE THIS SECTION TO VERIFY OUR INFORMATION

Bank Name:		Account #:	
Bank Contact:		ABA/Routing #:	
Phone:	()		

Other questions or issues concerning this form may be addressed to:

TO BE COMPLETED BY THE CITY OF CLEVELAND PLEASE DO NOT WRITE IN THIS SECTION

Business Classification:	<i>Female Business Enterprise</i> <input type="checkbox"/> YES <input type="checkbox"/> NO	<i>Minority Business Enterprise</i> <input type="checkbox"/> YES <input type="checkbox"/> NO
City of Cleveland Certification Number:		
FOB Point:		Payment Terms:
Discount Payment Terms:		Order Minimum:
Are Price Breaks Available?		Line Minimum:
Standard Lead Time:		
Standard Shipping Method:		
Price Catalogue on disk/CD:		

Approved by Commissioner of Accounts _____

Date _____



SOUTHEA-01

PREVOMA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/1/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hylant - Cleveland 6000 Freedom Sq Dr, Ste 400 Independence, OH 44131	CONTACT NAME: Dee Harville PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: Dee.Harville@Hylant.com
	INSURER(S) AFFORDING COVERAGE INSURER A : Travelers Casualty & Surety Co INSURER B : Greenwich Insurance Company INSURER C : INSURER D : INSURER E : INSURER F :

INSURED
 Southeast Ohio Public Energy Council
 DBA Sustainable Ohio Public Energy Council
 340 W State St., Ste 134C
 Athens, OH 45701

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	CRIME			107463867	7/1/2022	7/1/2023	DED \$5,000	1,000,000
B	EPLI/DOLI			95285505	2/19/2023	2/19/2024	Retention \$5,000	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

For Informational Purposes Only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Nicholas R Hylant</i>
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ADDENDUM NO. 1



City of Cleveland
Justin M. Bibb, Mayor

Mayor's Office of Sustainability
75 Erieview Plaza, 1st Floor, Suite 115
Cleveland, OH 44114
Phone: (216)664-2455
Email: Sustainability@clevelandohio.gov

Date: Thursday, April 20, 2023

ADDENDUM No. 1

**PROPOSAL TITLE: Community Choice Electricity Aggregation (CCA) Program Services
For the City of Cleveland**

PROPOSAL DUE DATE: Wednesday, April 26, 2023 AT 5:00PM EST

The City of Cleveland is issuing Addendum No.1 for the following items:

- Questions/Answers from Proposers
- GAGG Data Release Authorization Letter to First Energy (see attachment below), also emailed to the mailing list on 4/19/2023
- **Revised Schedule of Price Form (Exhibit F):** Minor edit to the last column header in each Year 1-3 Pricing tables - modified to 'Estimated Annual Cost Savings per small commercial **customer** (\$)', previously listed incorrectly and generically, as 'Estimated Annual Cost Savings per **participant** (\$)'

Responses to Questions from Proposers:

1. **VistraCorp, AEP Energy** - Will the team release the data so we can provide pricing?
Where is the aggregation data for the City?
 - Prior to, and during our non-mandatory pre-proposal conference conducted on 4/14/2023, we had communicated to proposers to reach out to FirstEnergy utility directly, for the City of Cleveland's most recent residential and small businesses Government Aggregators Data File ('GAGG'), that would have the eligible customers list and consumption data, at the earliest. We had mentioned that proposers could reference the City's public RFP when making this request to the utility, as the City of Cleveland does not have access to this recent GAGG data ourselves.
 - However, upon receipt of a forwarded email correspondence from one of the proposers with FirstEnergy, whereby FirstEnergy had indicated they had recently changed their policies to not release GAGG data to Certified Retail Electric Suppliers (CRES) providers without some form of letter of authorization from the government entity (City of Cleveland in this instance), the signed GAGG Release Authorization Letter was issued to all vendors on our mailing list and the conference attendees by email on 4/19/2023, ahead of releasing this Addendum in the interest of time (Also refer attachment to this Addendum 1).

Pre-Proposal Meeting Attendees:

City of Cleveland: Anand (Energy Manager (Asst. Director) /Mayor's Office of Sustainability), Umer Farooq (Energy Assistant/ Mayor's Office of Sustainability), Tikora Alexander (Project Administrator/ Mayor's Office of Sustainability)
Power Clean Future Clean Ohio: Joe Florida (Director), Elena Stachew
Amerex Energy Services: Rob McKim, Chris Elliot



City of Cleveland
Justin M. Bibb, Mayor

Mayor's Office of Sustainability
75 Erievue Plaza, 1st Floor, Suite 115
Cleveland, OH 44114
Phone: (216)664-2455
Email: Sustainability@clevelandohio.gov

Company	Name	Company	Name
AEP	Chris Bailey	SOPEC	Phillip Leppla
NOPEC	Chuck Keiper	Constellation	Riley Silsby
NOPEC	Aaron Marcovy	Dynegy	
WGL Energy	Gary Hoffman		
NextEra	Stephanie George		

Proposal Schedule Summary

RFP Issued: April 6, 2023

Non-Mandatory Pre-Proposal Conference: April 14, 2023 at 3:30 P.M.

Deadline for written questions: April 17, 2023 at 5:00 P.M.

Deadline for issuing Addendum *(if any)*: April 20, 2023 at 5:00 P.M.

Proposals are due: April 26, 2023 at 5:00 P.M.

Interviews with select Respondents *(if any)*: before May 9, 2023

Please acknowledge receipt of this Addendum No. 1 by signing and including this document with your RFP responses.

 SOPEC 4.30.23

 Signature of Proposer & Name of Company Today's Date

Thank you



Tikora Alexander
Project & Grant Administrator
Mayor's Office of Sustainability, City of Cleveland



City of Cleveland
Justin M. Bibb, Mayor

Ahmed Abonamah, Chief
Department of Finance
601 Lakeside Avenue
City of Cleveland, OH 4414

04/19/2023

FirstEnergy Corp.
341 White Pond Drive
Akron, OH 44320

Subject: Release of Government Aggregation Data (GAGG) to Proposers: 2023
[Community Choice Aggregation RFP for City of Cleveland](#)

To Whom it May Concern,

Please find this approved letter of authorization from the City of Cleveland, which allows the bearer of this letter to request FirstEnergy (Illuminating Company and Ohio Edison) the release of the City of Cleveland's Government Aggregation Data (GAGG). This data must include the most recent list of eligible residents and small business customers residing in the City of Cleveland, including their most recent and detailed electricity consumption information.

Please expedite this request at the earliest, as we are in the midst of our [Request for Proposals for the 2023 Community Choice Electric Aggregation \(CCA\) Program](#) and proposals are due to the City next week.

Should you have any questions or concerns with this authorization request, please contact the following individual by phone or email, at earliest.

Anand Natarajan – Asst. Director/Energy Manager, City of Cleveland
Phone: 216.664.2459 / anatarajan@clevelandohio.gov

Regards,

Ahmed Abonamah
Chief of Finance, City of Cleveland

ADDENDUM NO. 2



City of Cleveland
Justin M. Bibb, Mayor

Mayor's Office of Sustainability
75 Erieview Plaza, 1st Floor, Suite 115
Cleveland, OH 44114
Phone: (216)664-2455
Email: Sustainability@clevelandohio.gov

Date: Tuesday April 25, 2023

ADDENDUM No. 2

PROPOSAL TITLE: Community Choice Electricity Aggregation (CCA) Program Services For the City of Cleveland

REVISED PROPOSAL DUE DATE: Monday, May 1, 2023 AT 5:00PM EDT

The City of Cleveland is issuing Addendum No.2 for the following reason: The Proposal due date is being extended due to some proposers receiving the most recent aggregation data later than expected, from FirstEnergy.

Revised Proposal Schedule Summary

RFP Issued:	April 6, 2023
Non-Mandatory Pre-Proposal Conference:	April 14, 2023 at 3:30 P.M.
Deadline for written questions:	April 17, 2023 at 5:00 P.M.
Deadline for issuing Addendum (if any):	April 25, 2023 at 5:00 P.M.
(Revised) Proposals are due:	May 1, 2023 at 5:00 P.M.
Interviews with select Respondents (if any):	before May 9, 2023

Please acknowledge receipt of this Addendum No. 2 by signing and including this document with your RFP responses.

Note - If you have already packaged and submitted your RFP responses or prepared to submit your RFP responses by the time you receive this Addendum, you can also email your signed acknowledgement of Addendum No.2 separately to Tikora Alexander at talexander2@clevelandohio.gov

SOPEC

Signature of Proposer & Name of Company

April 30, 2023

Today's Date

Thank you,

Tikora Alexander, Project & Grant Administrator



City of Cleveland
Justin M. Bibb, Mayor

Mayor's Office of Sustainability
75 Erieview Plaza, 1st Floor, Suite 115
Cleveland, OH 44114
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Email: Sustainability@clevelandohio.gov

Mayor's Office of Sustainability, City of Cleveland