

VIA EMAIL AND HAND DELIVERY
 TWhiteJohnson@city.cleveland.oh.us

January 4, 2018

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 Chairman

CHUCK KEIPER
 Executive Director

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Tiffany M. White Johnson
 City of Cleveland – Department of Finance
 Division of Purchases & Supplies
 601 Lakeside Avenue, Room 128
 Cleveland, OH 44114

RE: City of Cleveland Electricity RFP

Dear Tiffany:

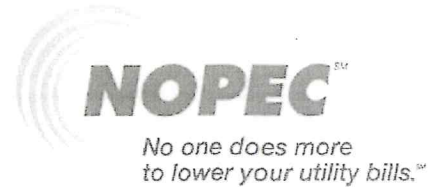
Pursuant to your request last month, and your decision to have a June 2018 start date, NOPEC is providing the City of Cleveland with the following refreshed fixed pricing for 24 months beginning June 2018 and continuing through May 2020. Shown below are our prices with Conventional Renewable Energy Credit (“REC”) Content as well as for 25%, 50% and 100% REC Contents:

	Fixed Prices (\$/kWh)
Term Start - Term End	June 2018 - May 2020
<u>Term</u>	<u>24-months</u>
Conventional REC Content	\$0.05368
25% REC Content	\$0.05382
50% REC Content	\$0.05396
100% REC Content	\$0.05425

In addition, NOPEC’s standard program price offer with 50% REC Content (described in the September 8, 2017 NOPEC refresh proposal) remains open to the City to join NOPEC’s electric aggregation. Assuming a start date of June 2018, NOPEC is pleased to offer the City an initial **4-month** fixed price of **\$0.0479/kWh** for joining our standard program after which time the standard NOPEC program price would apply. During the initial 4-month fixed-price period and during subsequent standard program pricing periods through December 31, 2019, the 50% REC content would be included without any additional cost.

Per the City’s RFP, NOPEC electric grants will not be made available to the City of Cleveland during any of the above periods of service.

Tiffany M. White Johnson
January 4, 2018
Page 2



Please note the following: For the 24 month fixed price product, there would be two (2) opt-out mailings to Cleveland residents. The first Cleveland opt-out notice this spring for June 2018 would cover the current NOPEC electric program period through December 31, 2019. The second would be in the fall of 2019 starting in January 2020, with the special fixed price for the January - May 2020 period included for the City of Cleveland.

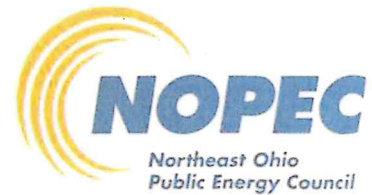
It is our intention to keep all of the fixed-price offers stated above open and available for the City of Cleveland's acceptance until 5:00 p.m., February 6, 2018. We would ask the City to notify us within five (5) days of when the Consultant Review Committee has made its decision. We are hopeful this time period allows adequate time for the Cleveland City Council to pass the two ordinances required (approval of the NOPEC Electric Plan of Operation and Governance and to award the electric aggregation contract to NOPEC) to enable the City of Cleveland to formally accept the NOPEC price offer of its choice. In order to meet the June 2018 start date, all approving legislation must be passed by Cleveland City Council by the end of March 2018. Due to the volatility of electric market pricing, we reserve our right to withdraw the prices in this refresh offer in the event of adverse market changes after 5:00 p.m., February 6, 2018, if all legislative action is not completed by then.

We are available to answer any questions you may have and look forward to the City of Cleveland joining NOPEC's electric aggregation.

Very truly yours,

A handwritten signature in cursive script that reads "Charles W. Keiper II".

Charles W. Keiper II
Executive Director



BY HAND DELIVERY

July 20, 2017

RON MCVOY
Chairman

CHUCK KEIPER
Executive Director

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JACK HANEY
Trumbull County

Attn: Tiffany White Johnson
Division of Purchases and Supplies
Department of Finance
City of Cleveland
601 Lakeside Avenue, Room 128
Cleveland, OH 44114

**Subject: In Response to Request for Proposal (RFP: CCDPS-2017-002
Residential and Small Commercial Electric Aggregation)**

It is with great excitement that the Northeast Ohio Public Energy Council (NOPEC) extends to the City of Cleveland, an invitation to expand its membership, to include a Residential and Small Commercial Electric Aggregation Program for its non-Cleveland Public Power footprint. This is a joint proposal, by the Northeast Ohio Public Energy Council and NextEra Energy Services Ohio, LLC (NESO).

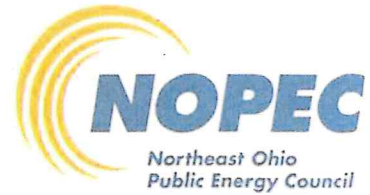
Our Profile:

NOPEC is a non-profit council of governments formed in 2000. We are the largest public natural gas and electric energy aggregation in Ohio and in the U.S. Today NOPEC supplies energy to over 850,000 retail customers, in 220 communities, across 13 counties in Northeast Ohio.

Company Information: Legal Name	NorthEast Ohio Public Energy Council (NOPEC)
Principal/Physical Address	31360 Solon Road, Suite 33 Solon, Ohio 44139
Business Phone/Fax	440-248-1992/440-248-1986
Business Website	www.nopecinfo.org
Business Email	response@nopecinfo.org
Type of Entity	Council of Governments (Code ORC #167.01)
Federal ID Number	34-1944043

Company Contact for RFP CCDPS-2017-001:

Contact Person	Chuck Keiper
Position	Executive Director
Phone Number	440-248-7826
Email	ckieper@nopecinfo.org
Mobile Number	330-606-2134



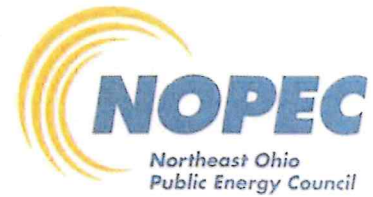
Cleveland has been an active member in the NOPEC natural gas aggregation program since 2003 and has enjoyed the success and savings available through energy aggregation.

The Northeast Ohio Public Energy Council (NOPEC) has existed for nearly 17 years now with one central mission; to serve member communities and consumers. Plain and simple, we exist to serve the people who own us and the people NOPEC and your government commonly represent. That's what makes membership in the largest aggregation in Ohio different than any other approach you will hear about regarding how to manage a community aggregation. In fact, we are confident that you simply will not hear any even remotely similar value proposition from any consultant, advisor or for-profit supplier.

We fulfill our mission by aggregating, educating, and advocating. We use economies of scale to negotiate the very best terms and conditions available in the industry and deliver pricing that is consistently among the very best available in Ohio's competitive energy marketplace. We can't always be the lowest, but we can, and do, deliver pricing that is always competitive and that is not going to ever leave you feeling like you got taken advantage of while your back was turned.

We provide best in-class on-line resources to educate our customers and small businesses in making better choices about how, when, where, and why they choose to invest their precious energy spend resources because we want consumers to take an active role in making their natural gas and electric bills as low as they possibly can be.

NOPEC advocates for you in all the places and spaces where what you pay, or could pay, for your energy is discussed, legislated, regulated and decided. We pledge to be the eyes, ears, and voice of the communities, businesses, and citizens that we represent. Period. To date we've intervened in 22 regulatory cases alone. We have involved ourselves of legislative initiatives that had possible implications on what our customers pay and have become, arguably, among the loudest and most effective pro-business and pro-consumer voices in the energy space in Ohio. Ohio is undergoing a very challenging time as investor owned utilities struggle to make the transition to a market based energy economy in place of the traditional monopoly model from which we have been transitioning for nearly 2 decades now. More than ever, it is critical for common folks to stick together so that our needs, and our voices, are not lost in the political and regulatory avalanche that is overtaking the energy landscape in Ohio today.



And at NOPEC we will ALWAYS have your back. We will not rest or take our eyes off what matters most; representing you, your community's small businesses, and your residents. Nothing matters more to us than YOU.

NOPEC has provided various pricing options that the City can consider for their residential and commercial aggregation:

Fixed Price Option: 6 month, 12 month, and 24 month terms with additional options for up to 100% renewable energy.

Program Price Option: Set in multiple month terms and based on actual wholesale market pricing.

Variable Rate Option: customers can elect to receive a rate less than the utility variable Price to Compare (PTC)

- Residential: 6% less than the PTC
- Small Commercial: 4% less than the PTC
- Limited to 7,000 NOPEC customers served by CEI

We are proud of the rich history the City of Cleveland and NOPEC share. We are proud of the benefits we have brought to the residents and small businesses of Cleveland who receive natural gas through the City's NOPEC membership in our natural gas program.

We hope that the City will examine the enclosed Invitation to Membership and weigh not just the prices it receives from possible suppliers, but the difference that your electric aggregation as a member of NOPEC can have in the lives of the people that you serve. We think a NOPEC membership can make ALL the difference.

Thank you so much for the opportunity to present this NOPEC Invitation to Membership. We welcome any discussion or thoughts that you might desire to pursue.

Sincerely,

A handwritten signature in blue ink that reads "Chuck Keiper". The signature is fluid and cursive, with the first name "Chuck" being more prominent than the last name "Keiper".

Chuck Keiper
Executive Director

" RFP: CCDPS-2017-002 Residential and Small Commercial
Electric Aggregation"

Attn: Tiffany White Johnson
Division of Purchasing and Supplies
Department of Finance
City of Cleveland
601 Lakeside Ave, Room 128
Tel: (216) 664-2629 Fax: (216) 664-2177
Email: TWhiteJohnson@city.cleveland.oh.us

CCDPS-2017-001

Residential and Small Commercial Electric Aggregation

14.2 Executive Summary

NOPEC is a non-profit government entity formed in 2000. We are the largest public natural gas and electric energy aggregation in the U.S. Today, NOPEC supplies energy to over 850,000 retail customers, in 207 communities, across 13 counties in Northeast Ohio. NOPEC members enjoy the advantage of bulk buying power, professional expertise and consumer advocacy on their behalf. NOPEC is the largest voice representing utility consumers in Northeast Ohio with a large stake in making sure the regulatory and legislative impact on our customers and their wallets is minimized whenever possible.

NOPEC has saved member communities over \$262 million in electric savings since our inception in 2000. NOPEC is continuing to experience organic growth in our membership. In the last two years, 61 existing NOPEC communities expanded their aggregation programs by adding new gas or new electric supply. Additionally, 31 new communities joined NOPEC's membership which expanded our footprint across three additional counties.

The purpose of NOPEC is:

To Serve our Member Communities and Consumers.

We are committed to three unique company goals that separate us from other competitor suppliers:

1. *Competitive pricing*
2. *We Give Something Back*
3. *We've Got Your Back*

NOPEC offers best in class educational and consumer engagement opportunities aimed at teaching NOPEC customers how to reduce their consumption of natural gas and electricity. NOPEC emphasizes the responsibility to educate customers to make better decisions about how, when, where, and why they spend their precious resources on energy that they could save as much as a third to a half of their utility bills. MyNOPEC platform helps our customers to do exactly that. This is the type of robust, common sense type of customer engagement opportunity that the City of Cleveland has been seeking. Residents can compare their energy usage to other similar homes in the neighborhood, the street, zip code, and city. They can learn money saving tricks, and turn that learning into cash that they can use to further help them make their house or apartment as energy efficient as possible.

In order to maximize value to our members, NOPEC lasers in on the following core focus:

- *Aggregate*
- *Educate*
- *Advocate*

NOPEC continues to pioneer new opportunities and member benefits that create new ways for our customers to connect, engage and save.

These include:

- Complete aggregation management.
- Loan programs for energy related capital improvements.
- Consumer advocacy presence.
- Energy advisor services including utility bill and energy audits.
- Community outreach programs.
- MyNOPEC online engagement.

The City of Cleveland has been a Natural Gas NOPEC member since 2003. We are proud of the rich history the City of Cleveland and NOPEC share. As a member of the NOPEC gas program, residents and small businesses of Cleveland have enjoyed all the above mentioned NOPEC membership benefits. Expanding the City's membership to the electric program will help ensure the City residents and small businesses receive competitively priced energy from a financially strong supplier while helping to ensure the City's aggregation and sustainability goals are met.

NOPEC partnered with NextEra Energy services Ohio, LLC (NESO) in November 2016 to be the supplier for the electric program beginning January 2017. NESO has served NOPEC's natural gas customers with Ohio-sourced natural gas and low-cost service since April 2014. NESO has been the electric supplier to NOPEC communities in the American Electric Power territory since August 2015. See Section 4.0 for additional information on NESO, its affiliates and financial strong parent company.

2.2 Instructions.

This proposal contains numbered paragraphs that correspond to the format of this RFP. NOPEC accepts the substantive provision of RFP paragraphs not specifically detailed with a response.

3.1 Plan of Operation and Governance.

NOPEC will assist with the adoption of the NOPEC Electric Plan of Operation and Governance noted in Exhibit 3.1, followed by submission to Cleveland City Council and filing with the PUCO.

3.2 Public Hearings.

NOPEC will assist the City in conducting the 2 public hearings needed to adopt the NOPEC Electric Plan of Operation and Governance expanding Cleveland's existing NOPEC natural gas membership to include electricity. A timeline attached as Exhibit 3.2 is provided for additional details to ensure compliance with the July deadline for termination of the City's existing aggregation. NOPEC has the unique scale, ability, skill, and resources to ensure that the July deadline is met, and to ensure a seamless transition to NOPEC aggregation management ensuring that no accounts revert to the utility in the process.

3.3 Conduct Opt-out and Opt-in Processes.

NOPEC/NextEra will conduct all aspects of the opt-out process including preparing initial and refresher opt-out notices, submitting the opt-out materials to the PUCO, mailing the opt-out

notices to customers, receiving the returned postcards, and finalizing the aggregation customer pool. Subject to PUCO rules and as time permits, NOPEC is willing to make edits the opt-out letter.

NOPEC offers member communities a complete turnkey aggregation transition including:

- Education and Outreach on NOPEC as new supplier
- Enrollment and progress reports to City
- Public Hearings
- Filing of all PUCO paperwork
- Opt-Out and Rescission management

See the Proven Process Illustrations attached as Exhibit 3.3

3.4 New Individual Customers.

NOPEC/NextEra will conduct all future quarterly “refresher mailings” to eligible customers who move to Cleveland, or relocate within the City, after the initial opt-out period including details of the opt-out opportunity and pricing options.

3.5 Switching Fee.

NOPEC does not anticipate any switching fees that would apply to Illuminating Company customers who join the City’s aggregation program.

NOPEC has no termination fees for individual customers after the initial enrollment period.

If after the initial enrollment period a customer decides to switch or exit from a third-party competitive supply in order to be eligible for NOPEC aggregation service, such a customer may owe a termination fee to its third-party competitive supplier per the governing contract terms of the customer’s the third-party competitive supplier.

3.6 Termination Fee.

NOPEC does not have a termination fee charged for any customer who wishes to leave the aggregation program at any point during the term of the contract.

3.7 Program Charges.

NOPEC is offering a complete turnkey aggregation service. There are no additional charges or costs to NOPEC electric aggregation membership. The cost of all program services and administrative costs are included in the standard electric pricing as described in Section 3.16. No NOPEC governmental member has ever paid a single penny for the services provided by NOPEC.

3.8 Billing Services.

Billing services will remain with CEI and would include a single consolidated bill containing both the Competitive Retail Electric Service (CRES) and Electric Distribution Utility (“EDU”) charges. A sample bill is attached in the Exhibit No. 3.14A

3.9 Collections.

Collections will remain a component of the CEI billing process.

For non-Purchase of Receivables (POR) markets, NOPEC-NESO's billing vendor provides aging reports weekly, and the account aging starts once utility has accepted charges and the invoice has billed (Bill Date). Starting at 26 days after due date, two letters are mailed and two calls are made at a set schedule – if account exceeds 60 days late, based on utility rules the account is dropped back to utility service and one final collections call is made.

3.10 Database.

NOPEC/NextEra would compile from the most recent Government Aggregation List (GAGG) the list of eligible accounts, and would manage a comprehensive and confidential database of accounts enrolled in the program, tracking accounts that have opted out and accounts that are added during the program.

3.11 Local Office.

NOPEC and NextEra both maintain separate offices in Solon, OH with local representatives, available to the City upon notice. A Relationship Manager will be specifically assigned to manage all membership programming and service needs of the City.

Customer Services Call Center facilities are in Marquette, Michigan and program management staff is located in Houston, Texas.

3.12 Customer Service Program.

The NOPEC Marketing Team and the NextEra Customer Service Team actively participate in the development of training materials that are provided for the call center agents.

Program training is developed by Customer Service Program Manager with the direction of the NOPEC Marketing Director. All training materials and script are reviewed and approved by the NOPEC Team and legal team in advance of training classes. Our current CIS system allows for customer differentiation by rate code and specific system designated account identifiers to allow the agent to easily recognize the account association to the aggregation. Training classes are facilitated by Call Center Trainer and Team Supervisor, with the participation of the Customer Service Program Manager to ensure clear and consistent knowledge transfer. Training typically requires 2-3 days class room work and 100% quality observation (by QA Team) for 30-45 day ramp up period, followed by standardized maintenance phase.

In addition, the customer service program manager works closely with the regulatory dedicated analyst to ensure PUCO complaints are addressed immediately and resolved quickly. An internal "Voice of the Customer" team meets weekly to review and analyze customer complaints and look for ways to improve customer satisfaction. In the past 2 years (2016,2017), NOPEC has received Zero (0) PUCO violations.

3.13 Call Center.

The NextEra Call Center staffing includes a dedicated core team of over 20 call center agents, a Team Supervisor, and NOPEC Customer Service Program Manager who are experienced with all NOPEC gas and electric programs

The Call Center team is currently staffed at 1 dedicated call center agent per every 15,000 customer accounts and has the flexibility to pull additional resources to assist during peak opt out periods as needed. Our staffing levels are based on strict SLA standards that require an ASA of less than 30 seconds, and .002% call abandon rate. Our agents are available to take calls 24 hours per day, 7 days per week. This team also maintains a very high level of Customer Service quality with an average quality score of 98% YTD. The NOPEC program call center utilizes a translation service and can support English and Spanish. Our goal is to provide best in class customer service.

The escalation protocol includes: Level 1= call center agent, level 2= Team Supervisor, Level 3= Customer Service Program Manager. All complaints addressed within 1 business day. Any PUCO complaints to be handled within 4 hours. NOPEC has the ability to pull and monitor calls as needed at any time. The Average Speed of Answer for the past 6 months is 7.37 seconds for 90% of inbound calls. The call center is staffed to consistently exceed required SLAs at all times. Our operations team has the ability to provide weekly dashboard reports of the call center performance during peak opt-out periods, and throughout the year. An excerpt from the performance dashboard follows:

Average Speed of Answer (ASA) (4 Rings =32 Seconds)	15 seconds
Service Level (SL) (% of calls answered within 20 seconds)	minimum of 90%
Average Talk Time	5 minutes
Average Handle Time (AHT) (Talk & Wrap-Up Time)	6.9 minutes
Abandon Rate (ABN) (2 Total Calls/1000 Total Incoming)	0.002%

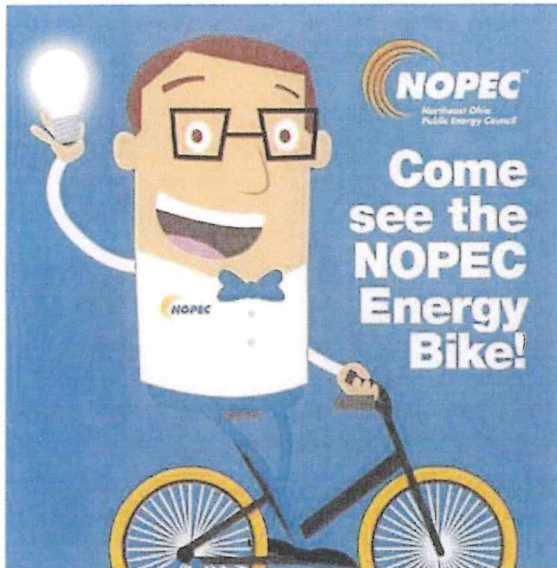
3.14 Communication Tools.

NOPEC uses a wide variety of communication tools to assist in the transition to a new supplier and to assist during the initial and refresher enrollment period. Communication tools are also used in the public outreach campaigns and special event programming including examples of Opt-out letters and enrollment and NOPEC FAQ's.

NOPEC also uses a communication tool entitled "Understanding Mail Offers" and one entitled "Comparing Your Electric Bill to Other Mail Offers" to educate consumers on the 'apples to apples' comparison of rates, terms, and condition. Examples are attached as Exhibit 3.14 and 3.14A.

In addition, NOPEC has a robust community outreach program. NOPEC would conduct senior/community presentations in cooperation with the Cleveland Department of Aging year-round to explain what NOPEC is, what we do and how our aggregation program benefits the communities we serve.

Participation in these sessions gives attendees an opportunity to ask questions, learn about energy efficiency, conservation and the additional programs provided by NOPEC.



NOPEC also has an Energy Bike program and conducts tabling events at libraries, community centers and public events. The NOPEC Energy Bike is a great tool people can physically ride to demonstrate energy consumption and the need for energy efficiency. NOPEC puts great emphasis on educating our customers and ensuring we are supporting our communities in their communities. In 2016, over 60 such community outreach events were conducted by NOPEC staff. Details are available on our website:

www.nopecinfo.org/resources/nopec-energy-bike/



The NOPEC “Do No Knock Program” is specifically designed to protect and prevent residents from being “slammed” by door to door solicitors. Our customer service department is versed in reenrolling residents that have been unwillingly removed from the aggregation program. Details are provided in Exhibit 3.14B and can be accessed through our dedicated Do Not Knock website:

www.blocktheknock.com

Ambassador Sign-In

DOWNLOAD AND USE...

FAQS
CITY OF FUNDING
MARKETING MAINSPRING
ARTICLES

WELCOME

User name:

Password:

[Forgot your password?](#)
[Don't have an account?](#)

Welcome to the Ambassador Portal

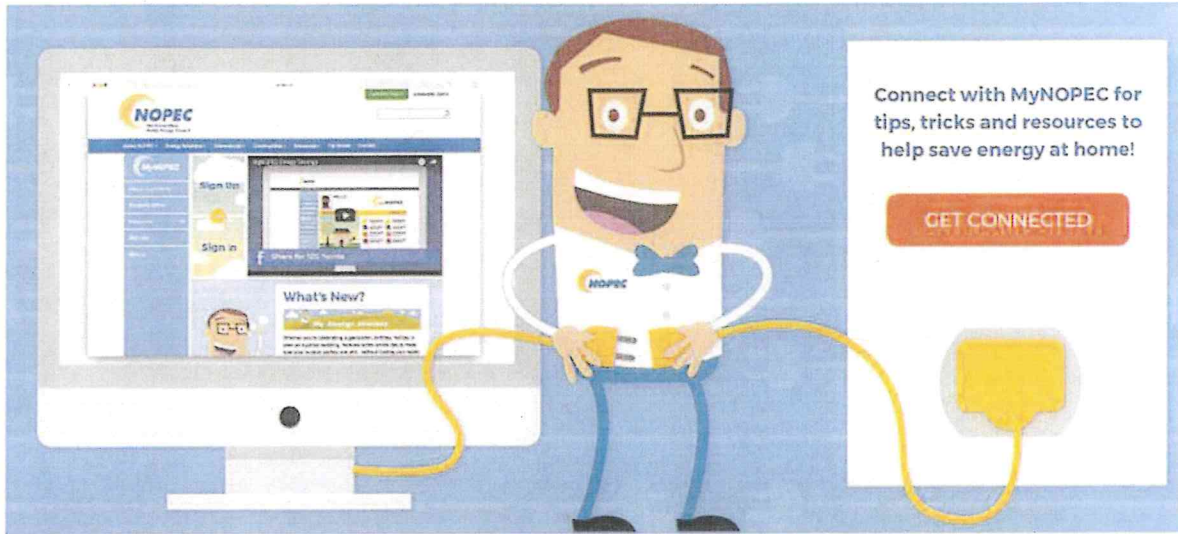
Sign in to find ready-to-use content, information for your residents and exclusive funding opportunities.

If this is your first time here please review our [Portal Guide](#) for helpful hints.

NOPEC maintains an Ambassador Portal to provide elected and community official's convenient and immediate information to help them answer nearly any constituent question that they may encounter. The portal contains details of marketing, and communication and outreach opportunities. These can even be embedded and/or downloaded into the City's own web pages easily and simply. Details are provided on Exhibit 3.14C and on this website:

www.nopecinfo.org/ambassador-portal/ambassador-login/

NOPEC can also provide details on energy efficiency, renewable energy, and other items as determined in collaboration with the City for quarterly newsletters and/or other outreach efforts.



A popular and informative on line tool is available for NOPEC member households called “My NOPEC.” This online engagement member services provides continuous season by season energy savings tips/products along with tools to track energy usage and compare usage to other neighboring homes. Prizes and energy challenges are also continuously available. Details are provided in Exhibit 3.14D and can be accessed through our dedicated MyNOPEC website

www.nopecinfo.org/mynopec/



www.nopecinfo.org/tip-house/energy-saving-tips/

3.15 Reporting.

NOPEC/NextEra would provide reports as required to the City relating to the status of the aggregation program. Upon mutual agreement on frequency and applicability, information could include: number of customers by class, number of calls received by the call center, PUCO complaints/resolutions, number of customers added to or dropped from the program, year-to-date City administrative fee, marketing progress, customer usage and savings figures, the renewable energy generation mix, and other program information.

3.16 Pricing, Rates, and Renewable Energy.

The City of Cleveland has been a Natural Gas NOPEC member since 2003. NOPEC is offering a process to expand Cleveland’s existing membership to include electric aggregation with a best-in-class electric supplier that will help ensure the City’s aggregation goals are met. NOPEC

electric membership helps ensure that City residents and businesses receive competitively priced energy from a financially strong supplier while supporting renewable energy development.

The City of Cleveland may elect (1) to be on the NOPEC Electric Program (details following), or (2) one of the Fixed Price Options with additional options for up to 100% renewable energy.

Term Price \$/kWh	Fixed Price (\$/kWh)		
	6-month	12-month	24-month
Conventional Energy Mix	\$0.04852	\$0.04902	\$0.04805
25% renewable	\$0.04858	\$0.04908	\$0.04811
50% renewable	\$0.04864	\$0.04914	\$0.04817
100% renewable	\$0.04877	\$0.04927	\$0.04830

If during the Fixed Price term, the NOPEC Program Price is lower than the Fixed Price selected by the City of Cleveland, NOPEC will offer the NOPEC Program Price to City of Cleveland customers.

At the end of the elected Fixed Price term, City of Cleveland eligible aggregation customers will pay the NOPEC Program Price.

NOPEC can begin serving the City's eligible aggregation customers within approximately 60 calendar days of City Council's passage of legislation approving NOPEC's proposal and plan of operation and governance.

NOPEC Electric Program

- Program Price Option: The Program Price Option beginning the first month following the introductory term selected by the City of Cleveland will be established in multiple-month terms and will be based on the actual cost of competitive wholesale market purchases.
 - NOPEC and NESO have developed and implemented a regimented, thoroughly-documented, and rigorous wholesale-market-based hedging strategy that will be used as the continuing basis for periodic adjustment to the program's pricing—intended to provide NOPEC customers with optimally-competitive periodic rates with very low rate volatility.
 - The NOPEC Program Price proprietary hedging strategy was developed in order to capture a solid competitive pricing position for NOPEC members. Due to market volatility, NOPEC recognizes that locking in a fixed price rate for a long term may not always be beneficial for its members, particularly in a declining market environment.
 - As a point of reference, the U.S. Energy Information Administration recently predicted lower power sector use and thus published a lower short-term forecast of Henry Hub natural gas prices in its Short-Term Energy Outlook released on July 11, 2017.

Source: EIA's Short-Term Energy Outlook
<http://www.eia.gov/forecasts/steo/>

- Variable Rate Option: Customers can elect to receive a rate less than the utility variable Price to Compare (PTC)
 - Residential: 6% less than the PTC
 - Small Commercial: 4% less than the PTC
 - To enroll in the variable rate customers can call 1-855-NOPEC01 to switch rate options.

NOPEC' electric program has no termination fees for customers, even after the initial enrollment period.

NOPEC Renewable Energy Program:

NOPEC's aggregation supply for 2017 will comply with and exceed Ohio's Renewable Portfolio Standard (RPS) and contain 3.5% renewables (REC content)

- Non-Solar Renewable Benchmark: 3.35%,
- Solar Renewable Benchmark: 0.15%

In addition to complying with the RPS, NextEra will supply additional REC content for the benefit of all NOPEC's FE EDC customers through the incorporation of the EarthEra REC and EarthERA Trust Fund.

NOPEC's 2017 - 2019 offering will be backed by an additional 50% REC content at NO additional cost to NOPEC customers

- Ohio RPS RECs, plus;
- An additional 50% EarthEra REC content

Note that 50%+ renewable content demonstrates a significantly stronger commitment to renewable energy than the Ohio RPS requires for the 2017-2019 term.

EarthEra renewable energy Credits & Trust fund

EarthEra RECs will be created by wind or solar energy projects

- RECs will be preferentially sourced from NextEra facilities
- These RECs would be eligible for "Green-E" certification
 - RECs to be "retired" in their respective state's or ISO's REC generation and tracking systems for the benefit of NOPEC

All revenues from NOPEC's program purchases of EarthEra REC to be deposited in the EarthEra Trust Fund

- 100% of EarthEra revenues from REC and REC related sales build new wind and solar projects in North America

NextEra will direct NOPEC/EarthEra funds to renewable projects in Ohio when possible

- Currently reviewing ~500 MW of potential future solar energy projects in North-Central and Mid-Southern Ohio

If desired by the City, all renewable content allocable to the City could be retired on behalf of the City rather than on behalf of NOPEC as currently planned.

3.17 Advancing Local Renewable Energy Development.

NOPEC has chosen NextEra Energy Services Ohio, LLC (NESO) as its supplier. NESO is a subsidiary of NextEra Energy Resources (“NEER”), the largest renewable energy company in the U.S. NEER is wholly owned by NextEra Energy, Inc., the largest integrated utility company in the world by market capitalization.

Together with its affiliates and parent company, NESO is part of a group of companies representing the largest rate-regulated electric utilities in the United States and is also the world’s largest generator of renewable energy from the wind and sun. NEER is the largest generator of solar energy in the country and the operator of both photovoltaic and solar thermal technologies and currently developing various other solar photovoltaic energy projects across the country.

As a significant supplement to its existing 50% renewable content, NextEra and NOPEC intend to incorporate a number of directly-relevant contractual additions in order to provide, among other things, local energy infrastructure projects that significantly enhance members’ renewable energy and sustainability profiles.

For efficiency and other purposes, NOPEC and NextEra are available to discuss associated details and status with the City if it so desires.

3.18 Administrative Fee.

NOPEC/NextEra would provide a mechanism for the addition of an administrative fee to the City to reimburse the City for the City’s costs of administering the aggregation and/or renewable energy projects to be included as an additional amount on the customer’s bill, should the City desire.

3.19 Grants Not Accepted.

Agreed, no grants.

4.0 Company Information

4.1 Organization.

Complete details on NOPEC electric plan of operation and governance can be found in attached Exhibit 3.1

NOPEC’s natural gas and electric supplier is NextEra Energy Services Ohio, LLC (NESO). As a subsidiary of NextEra Energy Resources (NEER) and its parent company NextEra Energy, Inc., a Fortune 200 company, NESO is part of a trusted group of companies with over 80 years of excellence, exceptional credit ratings and financial stability.

Headquartered in Juno Beach, FL, NextEra Energy, Inc. has two principal subsidiaries: Florida Power & Light, a vertically integrated, rate-regulated utility, and NextEra Energy Resources, a leading (non-rate regulated) merchant energy company.



\$53 billion market capitalization⁽¹⁾
45 GW in operation⁽²⁾
\$87 billion in total assets
Strategic partnership with 



One of the largest electric utilities
in the nation by retail MWh
electric sales



The leader in North America in
electricity generated from the
wind and sun

(1) As of November 11, 2016; Source: Yahoo Finance

(2) As of April 2016

Note: All other data as of September 30, 2016

NextEra Energy is an industry and environmental leader:

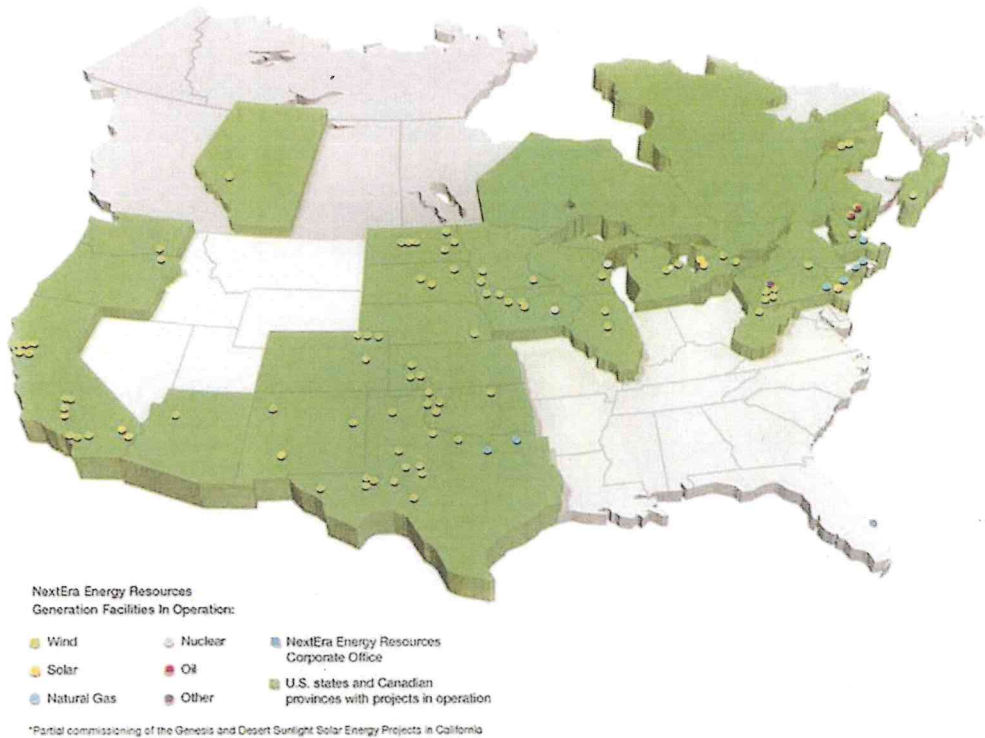
- Recognized as one of Fortune Magazine's "World's Most Admired®" companies (10 times in last 11 yrs.) and #1 among electric and gas utilities
- In 2016, for the ninth year, acknowledged as one of the "World's Most Ethical Companies" by the Ethisphere Institute
- In 2016, was ranked as the top "green utility" in the U.S. and #4 in the world according to EI Energy Intelligence

NextEra Energy Resources, LLC

NextEra Energy Resources, LLC (NEER) is the non-rate regulated merchant business of NextEra Energy, Inc. NEER is a leading participant in all aspects of the energy markets including power plant development, power plant operations, asset optimization, power trading and marketing, natural gas trading and marketing, and emission and carbon trading and marketing.

The map below highlights NextEra's footprint. NextEra is a nationally recognized clean energy provider – approximately 99% of NEER electricity is produced from clean or renewable sources, including wind, solar, hydro, natural gas and nuclear energy in 27 states and Canada. NextEra

is the largest owner and operator of U.S. wind generating facilities and the largest generator of solar thermal power in the world.



NextEra's retail companies are NextEra Energy Services (NES) in the northeast and Gexa Energy in Texas and California. Both retail companies are indirect wholly-owned subsidiaries of NEER and work closely with NextEra Energy Marketing, LLC (NEM), NEER's energy trading and wholesale marketing subsidiary.

NES and Gexa History

- 2001: Gexa was founded, based in Houston, TX with over 300 employees.
- 2005: Acquired by NextEra Energy and became a wholly owned subsidiary of NextEra Energy Resources, LLC.
- 2007: Gexa expanded to the Northeast under the trade name NextEra Energy Services (NES)
- 2014: Recognized by DNV-GL as the national commercial retailer with the highest percentage growth from December 2013 – June 2014 with a 48.6% increase in contracted annualized volume
- 2010 - 2015: Presented the "Winner of Distinction" award by the Better Business Bureau with an A+ rating

Subcontractor/Vendors

NES partners with an outside vendor to provide services such as back office and customer service support, and our internal vendor relations and operations teams work to ensure a seamless end-to-end customer experience. More information regarding our vendor relationship(s) and their services can be provided upon request.

4.2 Regulatory Certifications.

NESO meets and continually complies with all federal, state, and local requirements for services to be provided. We have been licensed in Ohio since 2008 (Certificate Number 08-145(4)), are in good standing with the PJM Interconnection, and have executed services agreement(s) with the utility to utilize their electronic data interface (EDI) protocol.

4.3 Generation Assets/Resources.

NextEra Energy, Inc. (NYSE:NEE) is a leading clean energy company, with consolidated revenues of ~\$17.5 billion and ~45,000 MW of generating capacity.

NEER is wholly-owned by NextEra Energy, Inc. (NYSE:NEE) and is the largest owner of wind and utility-scale solar projects in North America. Approximately 99% of NEER electricity is produced from clean or renewable sources including wind, solar, natural gas, and nuclear energy in 27 states and Canada.

4.4 Form of Contracts.

The City of Cleveland is already a NOPEC member community for natural gas and has signed the agreement establishing NOPEC. No contract is necessary to expand membership. City Council action will be necessary to adopt the Electric Plan of Operations and Governance attached as Exhibit 3.1.

4.5 Sustainability.

NOPEC's partnership with NESO and thus its affiliates and parent company, NextEra Energy, Inc. are a key representative of NOPEC's commitment to sustainability. Corporate Responsibility and sustainability are core principles to NextEra's overall vision and business strategy. As one of the world's largest clean energy companies and the world leader in generating renewable energy from the wind and sun, NextEra employs best practices on how private-sector investment and innovation are helping to create a more sustainable world. NextEra Energy has invested tens of billions of dollars over the last decade in clean energy technologies that reduce emissions and benefit customers. Complete and full details on NextEra Energy's sustainability performance can be found in the 2016 NextEra Energy Corporate Responsibility Report.

<http://www.nexteraenergy.com/crr/>

Additionally, NOPEC extends the following membership benefits to all NOPEC member communities, and certain to support and add value to the City of Cleveland's overall sustainability goals. Examples include:

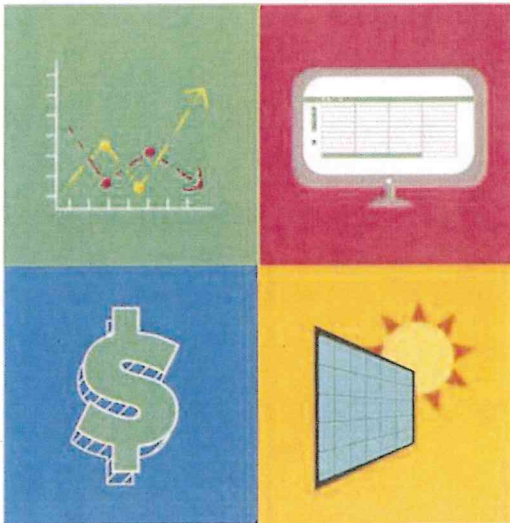
1. Enrollment in Property Assessed Clean Energy (PACE) Loan Program
 - See details on PACE programming that follow in this section
2. Installation of electric car charging station at City Hall or other location
3. Installation of solar powered structures (e.g. solar-panel parking canopies or solar-powered "trees" – designed to complement rooftop solar or other environmental investments).

In addition to these opportunities, NOPEC/NextEra pledges to help fund energy conservation, energy-related capital improvements, or sustainability efforts including:

4. Preferred Pricing Program for Municipal Accounts including city facilities and streetlights
5. Community-specific renewable/green energy projects.

PACE (Property Assessed Clean Energy) Program Financing

PACE is a mechanism that allows a commercial property owner to finance energy efficiency and renewable energy improvement projects through assessments on their real property tax bills. See brochure for additional details attached as Exhibit 4.5A.



- Greater long-term property value because of the energy efficiency improvements.
- Fixed interest rates.
- Assessment stays with the property upon sale.
- Long-term financing
- Preservation of borrowing capacity through off balance sheet financing.
- Can allow for investment with zero up-front cash.
- Assessments are used to secure local government financing to fund improvements without requiring the borrower or the sponsoring local government to pledge its credit.
- Ability to pass payments through to tenants.

Funding MainSpring

NOPEC offers member communities an exclusive monthly listing of state and federal funding opportunities. Each update enables member communities an opportunity to investigate financial support to potentially critical capital purchases or facility improvements. Additional details are provided on the brochure attached as Exhibit 4.5B.

In addition, NOPEC maintains an agreement with a funding servicing consultant to provide NOPEC members with a free assessment of whether they qualify for state and federal opportunities which appear in the Funding MainSpring publication.

MAINSRING SPOTLIGHT
Community Facilities Loan & Grant Program

Your neighbors have been taking advantage of the Community Facilities Program. In Ohio alone, the USDA Rural Development Office awarded \$70,954,500 in low-interest loans to 29 communities, and \$1,318,063 in grants to 19 communities. You could be next!

NOPEC encourages its members to consider this opportunity to finance a community resource building, create new infrastructure, or share this with eligible entities within their communities. Interested parties should contact Norma Fox Horwitz at nfoxhorwitz@nopecinfo.org. NOPEC's resource development professionals will advise prospective applicants on the next steps.

Stay tuned for our next edition of the Funding MainSpring in March!



As your trusted energy advisor, NOPEC provides you with the latest funding opportunities to help enhance your community and improve its bottom line.

February 2017

5.0 Marketing and Education

5.1 Marketing Program.

NOPEC develops and executes comprehensive marketing plans and programming, both short and long range, to support residential customer development and retention as well as member community development and retention.



Our goal is to provide community residents with the resources they need to make smart energy decisions utilizing factual information as well as educate residents on the benefits of energy aggregation and the savings that NOPEC can bring to them. To accomplish that, we research, analyze and monitor financial, technological and demographic factors to capitalize on market opportunities and minimize the effects of competitive activity utilizing strategic marketing and communications programs, community outreach, educational events, myNOPEC, public relations and mass media campaigns that include print, online, TV & cable, radio, digital, direct mail and interactive websites.



5.2 Customer Education.

NOPEC offers a wide variety of communication and marketing tools as described in Section 3.14 Communication Tools. Samples of flyers, mailings, and outreach tools are attached as Exhibits to Section 3.14. NOPEC would not as a policy solicit aggregation customers to participate in any other rate or program that will result in higher costs to the aggregation customer.

6.0 Assistance to City

6.1 Presentations.

NOPEC would expect to participate in presentations to City Council, neighborhood groups, and other organizations to describe the aggregation program and its current status including communication and outreach tools as described in Section 3.14.

6.2 Regulatory Compliance.

NOPEC assumes the responsibility for all member communities of meeting all regulatory requirements, including amending the Plan of Operation and Governance, preparing and filing opt-out notices, reports, and other required filings with the PUCO.

7.0 Legal Matters

7.1 Investigations.

None

7.2 Litigation.

None

7.3 Defaults.

None

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

Note that the City of Cleveland has been a Natural Gas NOPEC member since 2003. NOPEC is offering a process to expand Cleveland's existing membership to include electric aggregation with a best-in-class electric supplier will help ensure the City's aggregation goals are met. NOPEC electric membership helps ensure that City residents and businesses receive competitively priced energy from a financially strong supplier while supporting renewable energy development. NOPEC has maintained compliance with the City of Cleveland's aggregation requirements since inception.

NOPEC currently has financial security in place to secure the performance of its existing supplier, Next Era Energy Services Ohio LLC, with a NextEra entity currently rated A-, A- and Baa1 by Fitch, S&P and Moody's, respectively. If our supplier defaulted, NOPEC would be entitled to obtain a payment from the supplier which is guaranteed by a very highly credit rated NextEra entity obligated to make such payment. To the extent that a new supplier did not have the same level of discount that was provided by NextEra Energy Services Ohio, LLC, for the remaining term of the 3 year opt-out period, NOPEC would have the ability to draw on that highly-rated financial security to continue to provide power with the program benefits despite a supplier default.

There are a number of provisions generally in the NOPEC/NextEra contract designed to protect NOPEC customers. They include, among others, materiality requirements for proposed cost

NOPEC aggregation; no early termination charges for NOPEC customers wishing to leave the aggregation; financial security from a highly credit rated NextEra entity to protect customers in the event of a supplier performance default ; transparency and verification by NOPEC of prices charged and procured by NextEra for the generation components included in the NOPEC price offer and full audit rights by NOPEC of NextEra's records relating to the NOPEC product sold .

If NOPEC is selected as the City's supplier of electric aggregation program services, NESO's highly-rated parent guarantor, NextEra Energy Capital Holdings, Inc. (NEECH), will issue a separate guaranty to NOPEC governing solely NESO's supply obligations to the City. The City would be named as a third-party beneficiary under such guaranty, allowing the City to demand payment from NEECH in accordance with the guaranty for damages incurred by the City in the unlikely event NESO were to default on its supply obligations to the City. Through the Fixed Price term, these damages would "cover" or "make whole" damages determined by comparing the City's projected replacement costs to the payments the City would have made to NESO at the Fixed Price selected by the City.

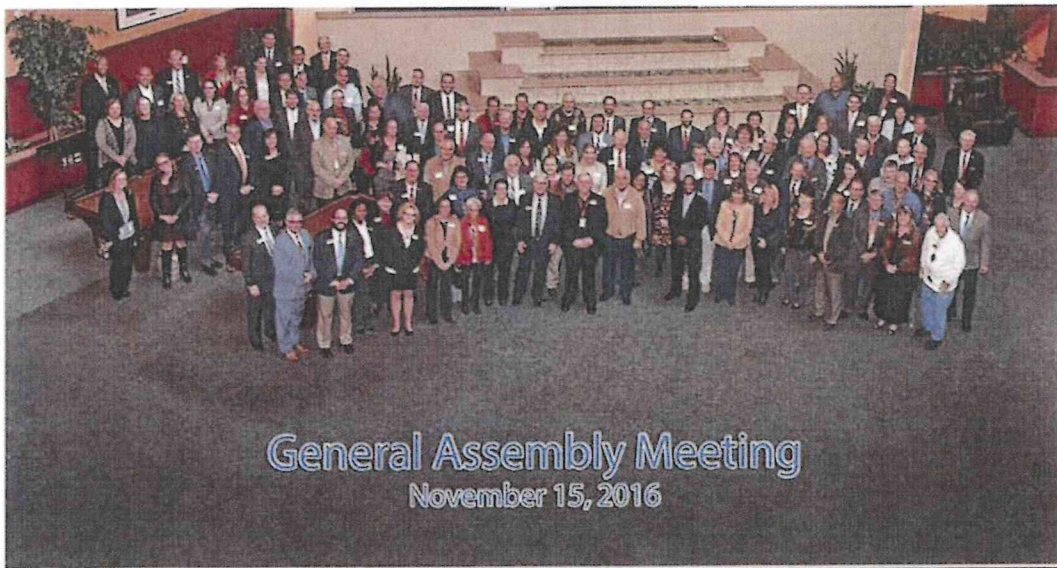
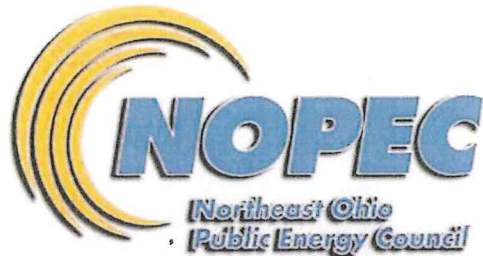
8.2 Recycled Material.

This report is printed on 30% recycled content paper from FSC certified responsible sources.

13.0 Qualifications

13.1 Experience.

North East Ohio Public Energy Council



NOPEC is a non-profit government entity formed in 2000—the largest public natural gas and electric energy aggregation in the U.S.

- 850,000+ customers
- 207 communities in 13 counties
- \$650,000,000 is total electric and natural gas billing

Continued Growth since 2014

- 61 new gas and elect. programs
- 31 new member communities
- 3 new Counties (Mahoning, Columbiana and Seneca)

NOPEC exists: to Serve our Member Communities and Consumers

NOPEC Three Uniques:

1. Competitive Pricing
2. We Give Something Back
3. We've Got Your Back

In order to maximize value to our members, NOPEC lasers in on the following core focus:

- *Aggregate*
- *Educate*
- *Advocate*

A Partial List of NOPEC Membership Benefits include:

Loan programs for energy related capital improvements

- Property Assessed Clean Energy "PACE" financing
- No Cost Energy Audits - qualifying public use buildings

Consumer Advocacy Presence – Wash. DC and Columbus

- Intervened in 26 regulatory cases since inception.

Energy Advisor Program

- NOPEC provides complete no cost energy advisor services including utility bill analysis and building energy audit

Community Outreach Programs

- Senior Programming and Special Events
- Energy Bike Program for Schools and Libraries
- Active Web Presence – Facebook and Twitter
- Do Not Knock Program
 - Prohibits solicitation to enrolled households
 - NOPEC maintains database and manages enrollments
- My NOPEC Online Engagement
 - Includes energy tips/products, tools to track energy usage
 - Prizes and energy challenges

Preferred Pricing Program for Municipal Accounts

- To include city facilities and streetlights

Community-specific renewable/green energy projects

- By partnering with our energy supplier, we expect to be able to offer projects that showcase Cities' support of sustainable/green energy
 - Installation of electric car charging stations
 - Roof-top solar or solar powered parking canopies
- NOPEC team is continuously working on member initiatives/programs to encourage energy conservation/savings and local sustainability efforts

A Full membership list is attached as Exhibit 13.1. Current Cuyahoga County Electric members include:

Beachwood	Highland Heights	Orange
Bedford	Highland Hills	Parma Heights
Bedford Heights	Hunting Valley	Pepper Pike
Bentleyville	Independence	Richmond Heights
Berea	Lakewood	Rocky River
Bratenahl	Linndale	Olmsted Falls
Brecksville	Lyndhurst	Shaker Heights
Broadview Heights	Maple Heights	Solon
Brook Park	Mayfield Village	South Euclid
Brooklyn	Middleburg Heights	Strongsville
Brooklyn Heights	Moreland Hills	University Heights
Chagrin Falls	Newburgh Heights	Valley View
Cuyahoga Heights	North Olmsted	Walton Hills
East Cleveland	North Randall	Warrensville Heights
Fairview Park	North Royalton	Woodmere Village
Garfield Heights	Oakwood	
Gates Mills	Olmsted Falls	
Glenwillow	Olmsted TWP	



[NextEra energy, Inc. \(NYSE:NEE\)](#)

NESO is a subsidiary of NextEra Energy Resources (NEER) and is known for operational excellence and outstanding customer service

- Market Expertise / Customer Base
 - NESO and its affiliates serve over one million residential and commercial customers in 14 states and the District of Columbia
 - Licensed by PUCO as supplier to serve residential & commercial customers in Ohio
 - Qualified by AEP/FE (electric) and COH/DEO (NG) to communicate using their electronic data protocols
- Operations and Account Management
 - Provides billing, invoicing and manages a highly efficient opt-out process to support NOPEC aggregation

Best in class customer care center located in Marquette, MI with over 20 dedicated full-time account service reps

NES, together with its retail supply affiliates, provides over 17,000 rate-ready utility consolidated accounts each month across residential and commercial customers. NES partners with an outside vendor to provide enrollment and invoicing services, and our internal vendor relations and operations teams work to ensure a seamless end-to-end customer experience. More information regarding our vendor relationship(s) and their services can be provided upon request.

13.2 Certifications.

NOPEC is fully certified by the PUCO to provide the CRES-Governmental Aggregation services and currently represents 207 member communities and three member counties within a thirteen-county territory in northeast Ohio.

NOPEC's natural gas and electric supplier, NextEra Energy Services, Ohio, LLC is certified as a CRES provider of power marketer services with the State of Ohio under certification number 08-145E (5). See Exhibit 13.2 for details.

13.3 Creditworthiness.

NextEra Energy, Inc. is currently the largest integrated utility company in the world by market capitalization, and is rated A-, A-, and Baa1 by Fitch, S&P, and Moody's.

13.4 Insurance.

Proof of insurance as per the requirements of the City will be provide upon completion of the Electric Aggregation membership expansion

14.0 Proposal Contents

Cover Letter. Attached.

Executive Summary. Included

14.3 Exceptions. Noted for the record

14.4 Financial Information.

See NOPEC income statement and balance sheet attached as Exhibit 14.4.

Audited/consolidated 2015/2016 NextEra Energy, Inc. financial statements are available at:

<http://www.investor.nexteraenergy.com/phoenix.zhtml?c=88486&p=irol-reportsOther>

14.5 Additional Documents. See attached forms Exhibit 14.5

- Federal Form W-9 including Taxpayer Identification Number
- Non-Competitive Bid Contract Statement for Calendar Year 2017
- Northern Ireland Fair Employment Practices Form
- Vendor Information Form - NA Note: NOPEC is a current registered vendor has been in a business relationship with the City of Cleveland since 2002 managing the City of Cleveland Natural Gas Aggregation Program.

NOPEC Exhibit 3.1

Northeast Ohio Public Energy Council

**ELECTRIC PLAN OF OPERATION &
GOVERNANCE**

For Member Communities

Amended 10/10

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Purpose of the Plan of Operation and Governance

This Plan of Operation and Governance (the "Plan") has been prepared by the Northeast Ohio Public Energy Council (NOPEC) on behalf of its approximately 131 member communities in compliance with Ohio law regarding government aggregation of electric consumers (the "Aggregation Program"). The Plan contains information on the structure, governance, operations, management, funding, and policies of the Aggregation Program to be utilized for participating consumers in member communities.

NOPEC's purpose in preparing this Plan is to describe the uniform approach to a consumer Aggregation Program undertaken by its member communities. Through NOPEC, the member communities seek to represent consumer interests in competitive markets for electricity. NOPEC seeks to aggregate consumers to negotiate the best rates available for the supply and distribution of electricity and to advance consumer protection for all eligible residents, schools, churches, businesses and industries, and governmental entities. NOPEC acts as agent for its member communities and oversees managerial, technical, and financial resources to acquire service and financial guarantees sufficient to protect consumers and the electric distribution utility.

Combining consumer interests of the NOPEC member communities increases leverage, resources, and buying power of participating consumers in member communities. Under the opt-out Aggregation Program, participation is voluntary for each individual consumer in a member community. Any individual consumer will have the opportunity to decline service provided through the Aggregation Program, and choose any electric supplier they wish at the outset of the program and every three years thereafter. New member communities shall have the opportunity to join NOPEC.

The Plan was adopted after public hearings were held in accordance with Section 4928.20(C) of the Ohio Revised Code.

1.0 Overview

1.1 Ohio Law

1.1.1 Senate Bill 3

Ohio law enacted in 1999 allows for competitive purchase of retail power supply. Section 4928.20 of the Ohio Revised Code ("R.C.") allows municipalities, townships, and/or counties to develop governmental aggregation programs allowing consumers in those communities to join together and utilize their combined purchasing power to competitively acquire firm all-requirements retail electric supply. Communities undertaking development of this option are known as "government aggregators." This law allows communities acting as government aggregators to join together and combine their resources for development and implementation of an Aggregation Program.

The law contains several requirements for government aggregators. One general requirement is to develop a plan of operation and governance for the aggregation program. The

plan of operation and governance is subject to review by citizens in communities undertaking government aggregation, and is also subject to approval and certification by the Public Utilities Commission of Ohio (“PUCO”). The Plan describes the Aggregation Program to be utilized for participating consumers in NOPEC communities.

1.1.2 Senate Bill 221

In 2008, Ohio enacted Senate Bill 221, which updated and overhauled Ohio’s public utility laws, and provided special protections to governmental aggregators through the following provisions:

- R.C. 4928.20(I) – incentivizes customer participation in government aggregation by allowing a participating customer to avoid a surcharge proposed to recover deferred generation costs in certain circumstances;
- R.C. 4928.20(J) – allows municipal aggregators to avoid standby charges by electing not to take standby, provider of last resort service from the utility in exchange for agreeing that customers who choose to return to the utility’s standard service offer (“SSO”) would do so at the market price of power;
- R.C. 4928.20(K) – requires the PUCO to insulate governmental aggregations from non-bypassable generation charges **and** adopt rules that “encourage and promote” large-scale governmental aggregation; and
- R.C. 4928.20(D) – extends the opt-out period to three years, meaning each customer of a governmental aggregator must have the right to opt-out of the aggregation at least once every three years without a penalty.

1.2 Description of the Aggregation Program

The Aggregation Program involves the acquisition of competitive retail power supply. Distribution services (metering, billing, maintenance of the transmission and distribution system) will continue as the function of the local distribution company. The local distribution company shall also be the “provider of last resort” for consumers not participating in the Aggregation Program who have no other competitive supplier. The NOPEC Aggregation Program has been undertaken as an “opt-out” program that requires authorization of communities and their constituents in a public process. All eligible consumers will be included in the Aggregation Program unless they choose to “opt-out” as described in section 2.4.1 of this Plan.

The Aggregation Program has been undertaken at two levels. At the local level, communities wishing to be government aggregators have authorized the Aggregation Program in a public process as required by law and outlined below in section 1.3. At the regional level, communities wishing to proceed jointly with an Aggregation Program have formed NOPEC as a regional council of government under Chapter 167 of the Ohio Revised Code, which the communities have authorized to perform as their agent for development and implementation of

the Aggregation Program. The operations of the Aggregation Program are described in section 2 of the Plan, and the governance of the program is described in section 3 of the Plan.

1.3 Steps Required by the Law

The process of establishing government aggregation involves a multi-step public process undertaken by the member communities or jointly through NOPEC on their behalf:

- 1.3.1** Local legislative body passes ordinance or resolution authorizing aggregation program for consumers;
- 1.3.2** The ordinance or resolution must authorize the local board of elections to submit the question of whether to aggregate to the electors at a special election on the day of the next primary or general election, and be submitted to the local Board of Elections not less than 90 days before the day of the special election;
- 1.3.3** The ordinance or resolution authorizing opt-out aggregation is placed before voters at a special election, or in a referendum petition; approval of a majority of electors voting on the ordinance or resolution is required; or if by petition, signatures of not less than ten percent of the total number of electors in the respective community who voted for the office of Governor in the preceding general election;
- 1.3.4** Develop a plan of operation and governance and submit the plan of operation and governance to the PUCO for certification;
- 1.3.5** Publish notice of public hearing on the initial plan of operation and governance once a week for two consecutive weeks before the first public hearing on initial plan of operation and governance (providing summary of initial plan of operation and governance and the date, time, and location of each hearing);
- 1.3.6** Hold two public hearings on the initial plan of operation and governance;
- 1.3.7** Adopt initial plan of operation and governance;
- 1.3.8** Notify eligible consumers of automatic enrollment and opt-out period prior to service under the Aggregation Program (notification is to state the rates, charges, and other terms and conditions of enrollment);
- 1.3.9** Any enrolled consumer participating in the Aggregation Program will have the opportunity to opt-out of the Program every three years, without paying a switching fee; and
- 1.3.10** Notify eligible customers as part of the opt-out notice of the terms and calculation of any applicable deferral-recovery surcharge and NOPEC's process for electing not to receive standby service.

1.4 Practical Steps and Requirements of the Competitive Market

Practical steps and requirements of acquiring power supply in the competitive market include the following activities to be undertaken by NOPEC acting as agent for member communities, and the contracted NOPEC Aggregation Program retail electric suppliers (the “Suppliers”):

- 1.4.1 NOPEC development and release of Request for Proposals;
- 1.4.2 Proposals submitted by Suppliers and negotiations undertaken with Suppliers by NOPEC and legal and technical advisors;
- 1.4.3 NOPEC selection of Supplier(s) and execution of Supply Contract(s);
- 1.4.4 Acquisition of electronic list of eligible customers in member communities from the distribution utility;
- 1.4.5 Notification of opt-out process undertaken by NOPEC and selected Supplier(s) via U.S. mail and utilizing electronic customer list addresses;
- 1.4.6 Electronic customer list revised by NOPEC Supplier(s) who removes responding opt-out customers from the list;
- 1.4.7 Revised electronic customer list transmitted back to the distribution utility for customer transfer;
- 1.4.8 The distribution utility completes administrative transfer of participating customers (via revised electronic list) to NOPEC Supplier(s);
- 1.4.9 Firm all-requirements retail electric supply service initiated to participating consumers based on terms and conditions of Supply Contract(s);
- 1.4.10 NOPEC and legal and technical advisors monitor contract for compliance;
- 1.4.11 NOPEC acts to protect interests of participating consumers in member communities.

2.0 Description of Aggregation Program Goals and Operation

2.1 Aggregation Program Goals

The NOPEC member community goals for the Aggregation Program are stated below. These goals guide the decisions of the NOPEC Assembly and Board of Directors:

- To provide an option for aggregation of all eligible consumers on a non-discriminatory basis;
- To allow those eligible consumers who choose not to participate to opt-out;
- To acquire the best market rate available for electricity supply;

- To provide consumer education and enhance consumer protection and options for service under contract provisions;
- To provide managerial, technical, and financial resources to acquire service and financial guarantees sufficient to protect consumers and the electric distribution utility;
- To improve quality and reliability of service;
- To encourage environmental protection through contract provisions;
- To utilize and encourage renewable energy development if and to the extent practicable through contract provisions and voluntary programs;
- To utilize and encourage demand-side management and other forms of energy efficiency through contract provisions and organizational policies;
- To advance specific community goals that may be selected from time to time;
- To provide full public accountability to consumers, and;
- To utilize local government powers and authorities to achieve these goals.

2.2 Aggregation Program Operations

The Aggregation Program is designed to reduce the amount participating consumers pay for electric energy, and to gain other favorable economic and non-economic terms in service contracts, including financial guarantees to protect consumers and the distribution utility. NOPEC shall seek fixed energy prices for each class of customers lower than the comparable price available from the local distribution company. Large, commercial and industrial customers, due to the varying characteristics of their electric consumption, may receive individual prices from the selected Supplier(s).

As agent for its members, NOPEC does not buy and resell power, but represents consumer interests as a master purchasing agent to set the terms for electricity supply and service from a competitive Supplier(s). Through a request for proposals and negotiation process, NOPEC develops a contract with a competitive Supplier for firm, all-requirements retail electric supply service. The contract is expected to be for a fixed term. NOPEC may contract with one or more Suppliers to meet the needs of participating consumers in member communities.

2.3 Aggregation Program Funding

NOPEC offers member communities the opportunity to gain market leverage, share resources, and reduce administrative and other costs for developing, implementing and providing oversight for the Aggregation Program. Funding for these activities is anticipated to be provided by the selected Supplier(s) with an appropriate kilowatt hour charge to all participating consumers to cover costs of the program. This charge will be a fraction of a mill (less than one tenth of one cent) per kilowatt hour. Such funds will be collected by the Supplier and paid to NOPEC. In the event additional funding for NOPEC is required, each NOPEC member may be assessed an annual fee pursuant to the agreement establishing NOPEC. The funding will be utilized for all Aggregation Program Operations.

2.4 Consumer Participation

An "eligible customer" constitutes a customer eligible under utility or PUCO rules and which NOPEC and its Supplier have elected to serve. Customers that shall not be included in a governmental aggregation program pursuant to utility or PUCO rules include the following:

- A customer located in the certified territory of a non-profit electric supplier;
- A customer served by transmission or distribution facilities of a municipal electric utility;
- A customer that affirmatively chooses to be included on the PUCO's "do not aggregate" list;
- A "mercantile customer" (defined as a commercial or industrial customer that consumes more than seven hundred thousand kilowatt hours per year or is part of a national account involving multiple facilities in one or more states) that fails to affirmatively elect to participate in an aggregation program;
- A customer already in contract with another competitive retail electric service supplier;
- A customer that has opted out of the governmental aggregation program;
- A customer enrolled in the percentage of income payment plan (PIPP);
- A customer that has a special arrangement with the distribution utility; and
- A customer not located within the boundaries of the governmental aggregator's member communities.

Eligible consumers shall be notified of the Aggregation Program and terms and conditions of participation prior to initiation of services and be provided an opportunity to "opt-out" at no cost during a 21-day period specified in the terms and conditions of the Supply Contract(s). (See section 2.4.1 below for details of the notification and opt-out process.) During this 21 day period consumers may choose another competing Supplier, or receive from their local distribution company. Participating consumers will be given the opportunity ever three years after the initiation of service to opt-out. Participating consumers who choose to opt-out of the Aggregation Program after the initial 21 day period, but prior to the next three-year opt-out opportunity, may face an exit charge which will be described in the opt-out notification.

Consumers who move to a NOPEC member community (including those who move from another NOPEC member community), and are considered by the distribution utility to be new electric customers, may participate in the Aggregation Program at the existing price and terms offered for that customer class, or other terms specified under the Supply Contract. Such new electric consumer can also choose to opt-out of the Aggregation Program at no charge during the initial 21 day period after the relocation and at subsequent opt-out periods of every three years.

New member communities may also join the NOPEC Aggregation Program, under prices and terms contained in an existing Supply Contract, however such prices may be higher than for those communities which have joined at the outset of the contract.

2.4.1 Notification of Consumers

Prior to initiation of service, all eligible consumers shall be notified of the opt-out terms. The process of notification shall be as follows:

- (1) separate mailings;
- (2) newspaper notices;
- (3) public service announcements; and
- (4) posting of prominent notice in the local government office building in each member community.

Prior to enrollment, the notification shall be mailed in a timely manner for receipt by consumers prior to their start-of-service day. The opt-out period shall be 21 days from the notice's postmarked date (or, if none, the mailing date). The notification shall include:

- (A) A summary of all actions taken by NOPEC to authorize the aggregation;
- (B) A description of the services offered by the Aggregation Program;
- (C) Disclosure of the price to be charged (which may be a fixed price stated in cents per kilowatt-hour);
- (D) A statement informing customers of their the right to opt-out under the Aggregation Program every three years, without interruption of their current service, or payment of a penalty or switching fee;
- (E) A statement indicating that any customer returning to the distribution utility after commencement of the Aggregation Program may pay the market price for power;
- (F) A statement informing customers that returning to the distribution utility may not result in that customer being served under the same rates, terms, and conditions as other customers served by the distribution utility;
- (G) An itemized list and explanation of all fees and charges not incorporated in the base Aggregation Program rates but that will be charged for participation in the Aggregation Program (e.g. early termination penalties and surcharges);
- (H) Disclosure of the dates covered by the Aggregation Program, including the estimated start date;
- (I) Disclosure of any credit and/or deposit requirements;
- (J) Disclosure of any limitations or conditions on customer acceptance into the Aggregation Program;

- (K) If applicable, inform consumers whether NOPEC elected in the best interest of the Aggregation Program not to receive standby service from the electric utility under an approved electric security plan, and inform consumers that non-standard service offer rates and conditions may apply if the consumer returns to the electric utility after the opt-out period;
- (L) A description of the opt-out process and statement that the opt-out period will last for 21 days from the date of the postmark on the written notice; and
- (M) A customer-friendly opt-out form (e.g. a postcard) to return to NOPEC indicating whether the customer has opted out of the Aggregation Program. Customers who do not return the opt-out form shall be automatically included in the Aggregation Program.

2.4.2 Activation of Customer Service in a Member Community

The process of activation is an administrative function with four parts: 1) Data preparation: On an electronic list consistent with Electronic Data Interface protocols, the distribution utility will identify all eligible customers in the member community (including names, addresses, account numbers, rate codes, percentage of income payment plan codes, and other relevant customer information); 2) Data verification: To the extent needed, if not inherent in data preparation, the distribution utility shall check customer meter numbers and other codes to verify proper eligible customer identification; 3) List Adjustment: Following the opt-out process, the selected Supplier(s) shall remove all customers who choose to opt-out from the electronic customer list 4) Automatic Enrollment: The revised electronic customer list shall be transmitted back to the distribution utility for customer transfer to the selected Supplier(s).

Eligible customers on all billing cycles will be enrolled with the selected Supplier(s) consistent with the beginning of a new billing cycle. Service under the selected Supplier(s) shall begin at the start of the billing period following transfer. Service starts that do not match the billing cycle may be requested by a consumer, but may incur additional charges from the local distribution company.

2.4.3 New Individual Customers

Eligible customers who relocate to a NOPEC member community shall be included in the Aggregation Program, subject to their opportunity to opt-out. New customers shall be informed of this opt-out opportunity by the distribution utility when they sign-up for new service. The distribution utility shall notify the selected Supplier(s) of the new request for service, and the selected Supplier(s) shall provide standard opt-out notification materials to the new customer. The new customer may participate in the Aggregation Program at the existing price and terms offered for that customer class. Any such new or otherwise eligible electric customer can also choose to opt-out of the Aggregation Program at no charge during any other required opt-out period.

2.4.4 Customer Switching Fee

Supplier(s) may pass through any switching fees to NOPEC Aggregation members. Under standard procedure for manual sign-up of each individual customer, First Energy requires a \$5 initial switching fee. NOPEC will endeavor to have First Energy eliminate the initial \$5 customer switching fee, given the electronic nature of the transfer of large numbers of customers. If NOPEC is not successful, the selected Supplier(s) shall be responsible for payment of the customer switching fee to First Energy.

2.4.5 Election of Standby Service

If standby service is approved by the PUCO, Ohio law allows NOPEC to decide whether receiving and paying for standby service is in the best interest of the participating Aggregation Program customers. If NOPEC elects not to receive and pay for standby service from the distribution utility, NOPEC will inform customers of its decision through an opt-out notice. The opt-out notice also must inform customers that when they return to the distribution utility, they will be charged the market price of power plus any amount attributable to the distribution utility's compliance with the State of Ohio's alternative energy portfolio standards. The market price and alternative energy amount will continue to be charged until the end of the approved electric security plan, or as otherwise approved by the PUCO.

2.4.6 Phase-In Generation Deferral Surcharge

If the PUCO authorizes a phase-in of electric generation rates under R.C. 4928.144 and a corresponding deferral of incurred costs, Ohio law allows the distribution utility to recover a portion of this amount from the Aggregation Program customers through a surcharge. The amount of the surcharge will be proportionate to the benefits Aggregation Program customers receive, and will be charged to each Aggregation Program customer while they remain a participant. For customers leaving the Aggregation Program, the otherwise applicable surcharge will apply. NOPEC will inform consumers through the opt-out notification process of the potential terms and calculation of any deferral surcharge approved by the PUCO.

2.4.7 Individual Customer Termination of Participation

In addition to the opportunity to opt-out of the Aggregation Program prior to start up of service, an individual consumer will be given an opportunity to opt-out at no charge every three years after start up of service. Consumers who move from a member community will have no penalties or exit fees. However, an individual consumer who chooses to opt-out after the 21-day opt-out period and before the three year opportunity to opt-out may be required to pay an exit fee.

2.4.8 Service Termination by Supplier

Consistent with the requirements of Ohio law and the regulations of the PUCO, termination of service may take place for non-payment of bills. Customers whose power supply is terminated by a selected Supplier will receive electric supply from their local distribution

company, unless the local distribution company has also met state requirements to terminate service. Customers may be considered for re-enrollment in the Aggregation Program once they have met the requirements of law and are current on bill payment.

2.4.9 Termination of the NOPEC member Aggregation Program

The NOPEC Aggregation Program may be terminated for participating consumers in two ways:

- (1) Upon the termination or expiration of the power supply contract for all member communities without any extension, renewal, or subsequent supply contract being negotiated; or
- (2) At the decision of an individual member community to cancel its membership in NOPEC.

In any event of termination, each individual customer receiving power supply services under the Aggregation Program will receive notification of termination of the program ninety (90) days prior to such termination. Customers who are terminated from the Aggregation Program shall receive power supply from the local distribution company unless they choose an alternative supplier.

NOPEC shall utilize appropriate processes for entering, modifying, enforcing, and terminating agreements pertinent to the Aggregation Program consistent with the requirements of local ordinances or resolutions, state and federal law. Other agreements shall be entered, modified, or terminated in compliance with the law and according to the express provisions of any negotiated agreements.

2.5 Customer Care

2.5.1 Universal Access

“Universal access” is a term derived from the traditional regulated utility environment in which all customers desiring service receive that service. For the purposes of the NOPEC Aggregation Program, this will mean that all eligible customers within the borders of a member community, and all new customers in a member community, shall be eligible for service from the contracted supplier under the terms and conditions of the Supply Contract.

2.5.2 Rates

Under PUCO orders, the local distribution company assigns the customer classification and corresponding character of service and associated regulated rates. These rates include a monthly customer charge, a distribution charge, a transmission charge, and an access charge. Although NOPEC may participate in regulatory proceedings and represent the interests of consumers regarding these regulated rates, it will not assign or alter existing customer classifications without the approval of the PUCO.

The focus of the NOPEC Aggregation Program, as noted above, will be acquisition of competitive prices and terms for power supply. The prices will be set through a competitive request for proposals and contract and negotiation process, and will be indicated on the consumer bill as the "generation charge." Ohio law requires that a government aggregator separately price competitive retail electric services and that the prices be itemized on the bill of a customer or otherwise disclosed to the customer. The generation charge for each customer class, or any customer grouping by load factor or other appropriate pricing category, is expected to be lower than the utility's standard offer generation charge. All Supplier charges to the customer will be fully and prominently disclosed under the notification process.

2.5.3 Costs to Consumers

Consumer bills will reflect all charges for the administrative costs of the Aggregation Program. As noted in section 2.3, the program is expected to be funded by a mills per kilowatt hour charge. This charge will cover program costs for any necessary technical or legal assistance for the program. Determination of the amount of this charge will be voted upon by the NOPEC Assembly.

Additional charges may be levied by the selected Supplier(s), the local distribution company, or PUCO-approved local distribution tariffs.

2.5.4 Consumer Protections

Regarding all issues of consumer protection (including provisions relating to slamming and blocking), NOPEC will ensure that the selected Supplier(s) comply with all statutes, rules and regulations currently in place and as may be amended from time to time. NOPEC will provide on-going consumer education in member communities through public service announcements, posting of information, media press releases, advertising, and direct mailing depending upon the subject and appropriate venue. NOPEC will also assist member communities with all required notifications, information, and public hearings.

2.5.4.1 Contract Disclosure

NOPEC will ensure that consumers are provided with adequate, accurate and understandable pricing and terms and conditions of service.

2.5.4.2 Billing and Service Assistance

The selected Supplier(s) shall utilize the billing services of the local distribution company to render timely billings to each participating consumer. Separate bills from the selected Supplier(s) and the local distribution company may also be requested for large commercial and industrial customers, but such separate bills may incur an additional charge from the selected Supplier(s).

All bills at a minimum shall include the following information: (1) price and total billing units for the billing period and historical annual usage; (2) to the maximum extent practicable, separate listing of each service component to enable a consumer to recalculate its bill for

accuracy; (3) highlighted and clear explanations, for two consecutive billing periods, of any changes in the rates, terms, and conditions of service; (4) identification of the supplier of each service; (5) statement of where and how payment may be made and (6) a toll-free or local customer assistance and complaint number for the Supplier, as well as a consumer assistance telephone numbers for state agencies, such as the PUCO, the Office of the Consumers' Counsel, and the Attorney General's Office, with the available hours noted.

Credit, deposit, and collection processes concerning billing will remain the sole responsibility of the selected Supplier(s) and the local distribution company as provided by state law. Under no circumstances shall NOPEC have any responsibility for payment of any bills.

Unless otherwise specified in the Supply Contract, all billing shall be based on the meter readings generated by meters of the distribution company at the consumer facilities. Consumer bills shall be rendered monthly. Customers are required to remit and comply with the payment terms of the distribution utility and/or the Supplier. Billing may take place through the distribution company, at the Supplier's option, in the event that necessary billing data is not received from the distribution company in time to prepare monthly bills, the Supplier reserves the right to issue a bill based on an estimate of the participating consumer's usage for that billing period. Any over-charge or under-charge will be accounted for in the next billing period for which actual meter data is available.

2.5.4.3 Standard Terms and Conditions Pertaining to Individual Account Service

The following consumer protection provisions are anticipated to be contained in a Supply Contract.

A. Title: Title to and risk of loss with respect to the electric energy will transfer from Supplier to participating consumers at the Point-of-Sale which is the customer side of the meter.

B. Initiation of Supply Service: Energy deliveries pursuant to the Supply Contract will begin on the first meter reading date following the scheduled initiation of service date for each rate class or customer group, or individual customer as described in the Supply Contract, or as soon as necessary arrangements can be made with the distribution company thereafter and will end on the last meter reading date prior to the expiration date. The Supplier has the right to request a "special" meter reading by the distribution company to initiate energy delivery and agrees to accept all costs (if any) for such meter reading. The participating customer also has such a right, and similarly would bear the costs (if any) of such special meter reading.

C. Standard Limitation of Liability: Recognizing that electricity provided under the Supply Contract shall be ultimately delivered by the distribution company, to the extent permitted by law, the Supplier shall not be liable for any damage to a participating consumer's equipment or facilities, or any economic losses, resulting directly or indirectly from any service interruption, power outage, voltage or amperage fluctuations, discontinuance of service, reversal of service, irregular service or similar problems beyond the Supplier's reasonable control. To the extent permitted by law, except as expressly stated in the Supply Contract, the Supplier will

make no representation or warranty, express or implied (including warranty of merchantability or of fitness for a particular purpose), with respect to the provision of services and electric energy.

D. Service Reliability and Related Supplier Obligations: Given the increasing interest in and need for high levels of reliability, the Supply Contract will help assure that participating consumers in NOPEC member communities receive power supply with reliability equal to that of native load customers of the distribution company. The Supplier is providing generation and transmission services, and participating consumers must rely upon the distribution company for regional transmission, and local transmission and distribution services for ultimate delivery of electricity where reliability problems commonly occur. However, within the scope of electric energy supplier obligations, the Supplier shall take or adopt all reasonable steps or measures to avoid any unnecessary outages, service interruptions, capacity shortages, curtailments of power supply, voltage reductions, and any other interference or disruption of electric supply to the Point-of-Delivery, and shall give the highest priority of supply to the electricity made available under the Supply Contract consistent with the requirements of law and equivalent to network service available to native load customers.

In addition to language to be included in the Supply Contract NOPEC will help to assure reliability through participation in proceedings related to the distribution utility or its operating companies' regulated transmission and distribution services and through direct discussions with the distribution utility and its operating companies concerning specific or general problems related to quality and reliability of transmission and distribution service.

E. Marketing and Solicitation Limitations: Participating consumers will be protected from unwanted marketing solicitations by: (a) a prohibition that the selected Supplier(s) may not sell or exchange the consumer's name/address/or other identifying information to third parties without NOPEC's prior written consent; (b) an opportunity for each participating consumer to check off a box rejecting additional mail solicitations from the Supplier (if the solicitation is via U.S. mail or other printed means) or an opportunity to request removal from a telephone solicitation list

2.5.4.4 Protection of Consumers and Risk Associated with Competitive Market

In a competitive market it is possible that the failure of a power supplier to deliver service may result in the need for consumers to acquire alternative power supply, or for consumers to receive power at default service prices, if the SSO is no longer available. NOPEC will seek to minimize this risk by recommending only reputable Suppliers which demonstrate financial strength and the highest probability of reliable service. NOPEC also intends to include provisions in its contract with selected Supplier(s) that will protect consumers against risks or problems with power supply service.

2.5.4.5 Resolution of Consumer Complaints

It is important that consumer complaints be directed to the proper party. The selected Supplier(s) shall ensure that each participating consumer receives a printed copy of a toll-free number to call regarding service problems or billing questions. The Supplier shall refer

reliability, line repair, or service interruption, and billing issues to the local distribution company. The Supplier shall handle all complaints in accordance with applicable laws and regulations. Problems regarding the selected Supplier(s) can be directed to NOPEC or the PUCO. Customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or for TTY at 1-800-686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.PUCO.ohio.gov. Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.pickocc.org. NOPEC's website is www.nopecinfo.org. As noted below, NOPEC will continue to monitor the selected Supplier(s) for compliance with consumer protection provisions in the Supply Contract and timely resolution of consumer problems.

2.5.4.6 Periodic Reports on Consumer Complaints

NOPEC shall act to monitor and enforce consumer protection provisions included in the Supply Contract. At the request of NOPEC, true selected Supplier(s) shall provide a periodic summary of the number and types of customer service issues and complaints that arose to date, and the status of resolution of those issues and complaints. If such reports indicate problems in the selected Supplier's service, NOPEC will pursue timely remedial action, or consider the Supplier in breach of Supply Contract terms.

2.5.4.7 Modifications to NOPEC's Plan

All material modifications to the NOPEC Plan shall be approved by majority vote of the NOPEC Board of Directors and ratified by a majority vote of the NOPEC General Assembly. By adopting this Plan, NOPEC member communities agree that future modifications to the Plan resulting from changes in law or regulations may be made automatically by NOPEC without further action of the NOPEC members or General Assembly.

2.6 Rights and Responsibilities of Program Participants

2.6.1 Rights

All Aggregation Program participants shall enjoy the protections of consumer law as they currently exist or as they may be amended from time to time. Under protocols developed by the PUCO, problems related to billing or service shall be directed to the appropriate parties: the distribution utility or the selected Supplier(s).

2.6.2 Responsibilities

All Aggregation Program participants shall meet all standards and responsibilities required by the PUCO, including timely payment of billings and access to essential metering and other equipment to carry out utility operations.

2.6.2.1 Taxes

The selected Supplier(s) shall include on the participating consumer's bill and remit to the appropriate authority all sales, gross receipts, or excise or similar taxes imposed with respect to the consumption of electricity. Participating consumers shall be responsible for all taxes (except for taxes on the Supplier's income). Participating consumers shall be responsible for identifying and requesting any applicable exemption from the collection of any tax by providing appropriate documentation to the Supplier.

3.0 Organizational Structure and Governance of the Aggregation Program

3.1 Description of Organization and Management of Aggregation Program

Each NOPEC member community has one representative on the NOPEC Assembly, which serves as the legislative body for the organization. Assembly members from each county represented in the membership of NOPEC elect a member to the Board of Directors.

NOPEC acts as agent for member communities to establish the Aggregation Program in accordance with law and to provide managerial, technical, and financial resources to acquire service and financial guarantees sufficient to protect consumers and the electric distribution utility. NOPEC has developed a firmly based organization and employed legal and technical assistance from experienced and highly reputable firms.

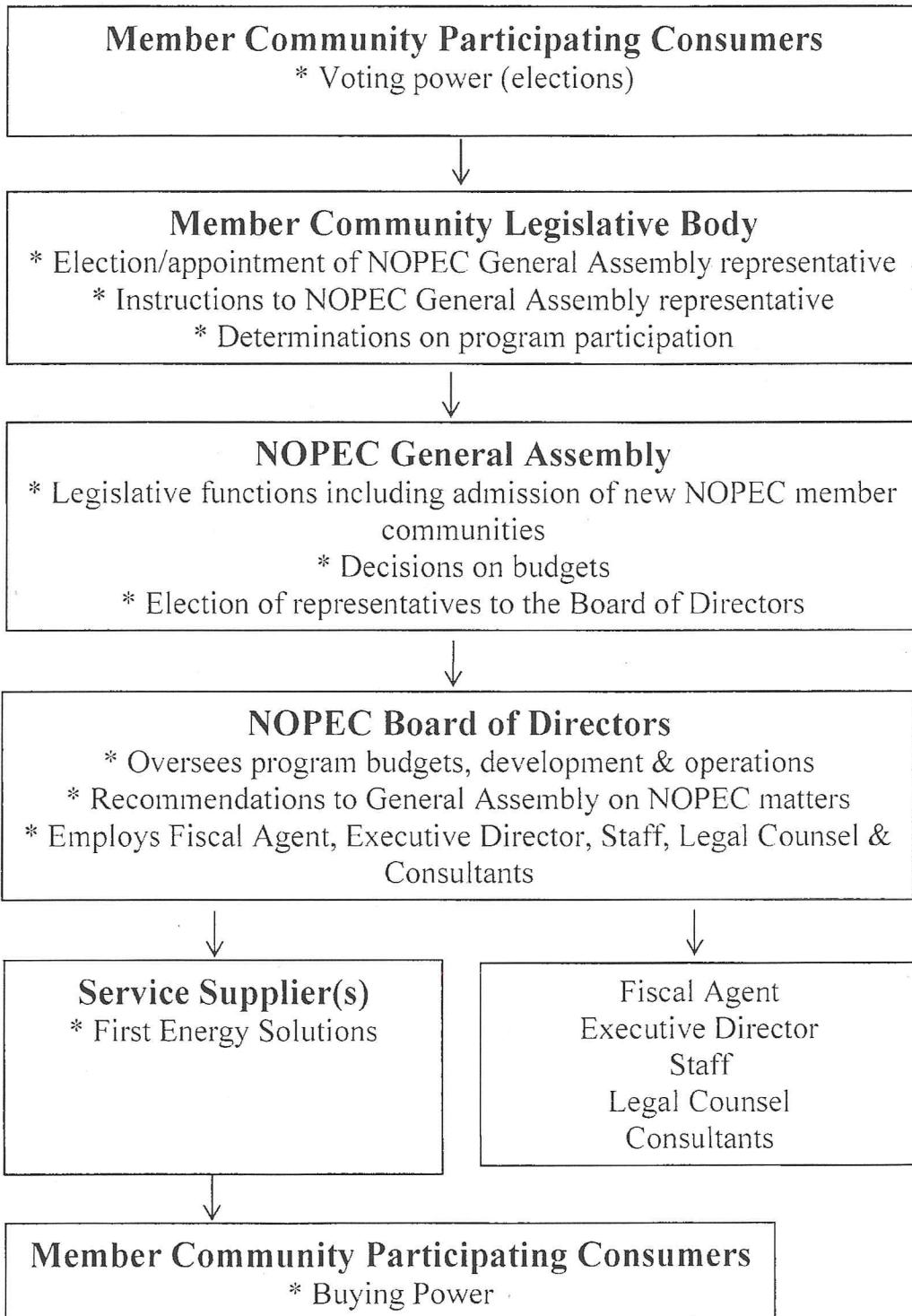
NOPEC's legal counsel, Bricker & Eckler LLP, handles the legal needs of energy producers, energy consumers in both the public and private sector, as well as new energy marketers, providing legal services ranging from representation in regulatory proceedings, to negotiating new contractual relationships, to handling the acquisition, disposition and financing of energy businesses and facilities. Bricker & Eckler LLP has advised numerous Ohio political subdivisions in connection with the deregulation of energy markets in Ohio, and developed particular expertise in issues facing governmental aggregators.

The Board of Directors of NOPEC oversees the implementation and operation of the Aggregation Program consistent with the provisions of R.C. 4928.20 and the Bylaws of the NOPEC organization. The Board of Directors, with the approval of the Assembly, may also develop additional programs for members. The organization may employ a Fiscal Agent and Executive Director and staff, if such are determined to be necessary by the Board, and sufficient budget has been provided.

3.2 Outline of Structure

The following chart represents the organizational structure for the NOPEC Aggregation Program as indicated in the organizational chart. The function of each level is described in section 3.3.

**NOPEC Member Aggregation Program
Organizational Structure**



3.3 Description of Program Organizational Structure

Member Community Participating Consumers

Consumers can influence their respective community and its functions. They can elect candidates to local legislative boards who may take positions regarding the government aggregation program. They can express their views to their local elected officials. They can participate in local and state meetings and hearings regarding issues related to the member community's Aggregation Program.

Member Community Legislative Body

Local officials may act on program and policy issues. They may individually choose to participate in additional NOPEC programs. In addition, they may provide instructions to their NOPEC General Assembly representative. They may also raise issues directed to them by residents for the NOPEC Assembly or Board of Directors to address.

NOPEC General Assembly

The NOPEC General Assembly acts as the legislative body of NOPEC, including decisions on budget, and other matters directed to it by the NOPEC Board of Directors.

NOPEC Board of Directors

The NOPEC Board of Directors oversees the implementation and operation of all aspects of the Aggregation Program. The NOPEC Board of Directors provides recommendations regarding budgets to the NOPEC General Assembly; it approves purchases of equipment, facilities or services within the approved budgets and employs and provides instruction to the Fiscal Agent, Executive Director, Staff, Legal Counsel and Consultants.

Executive Director, Staff, Legal Counsel and Consultants

The Executive Director, Staff, Legal Counsel and Consultants act upon the instructions of the NOPEC Board of Directors to carry out the development and implementation of programs, contracts monitoring, and reporting on program statuses.

Service Supplier(s)

Service suppliers contract with NOPEC to provide firm, all requirements retail electric supply to participating consumers in member communities, or other specified services.

Member Community Participating Consumers

Participating consumers in NOPEC member communities will benefit from the market leverage of the NOPEC aggregation group, and the professional representation and consumer protections provided under the negotiated service contracts. Individual consumers may opt-out of participation in the NOPEC aggregation program and may also bring issues before their local legislative bodies.

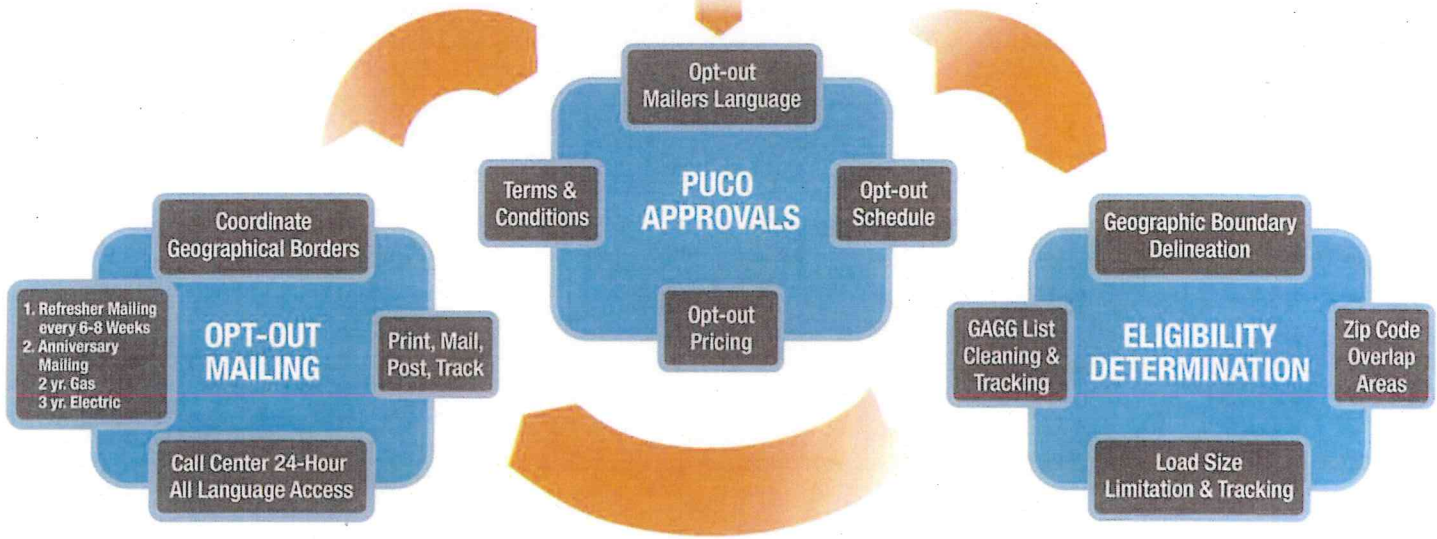
NOPEC Exhibit 3.3



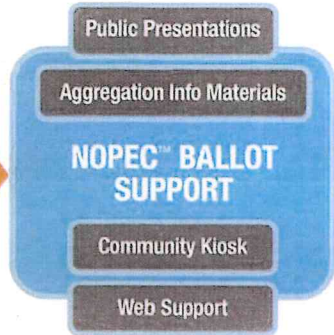
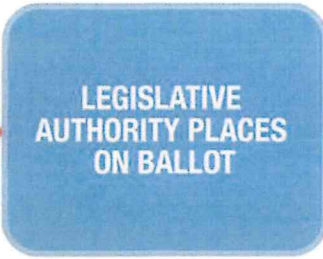
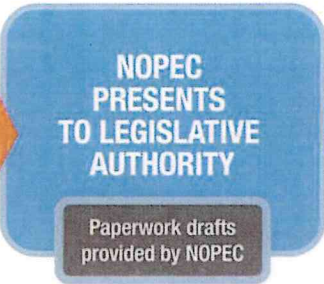
Repeats based on Market Conditions Change



SUPPLY CONTRACT




Community perspective

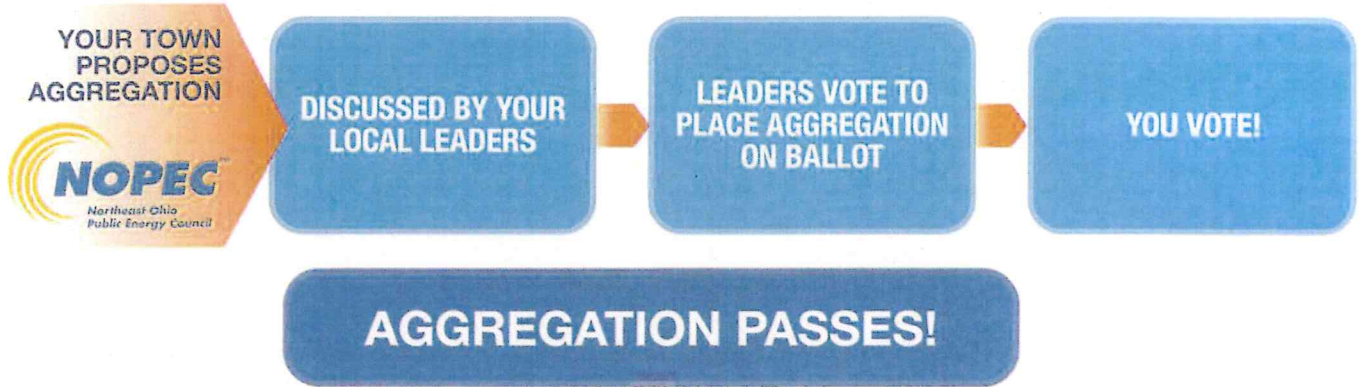


BALLOT ISSUE PASSAGE!



 = Provided by NOPEC

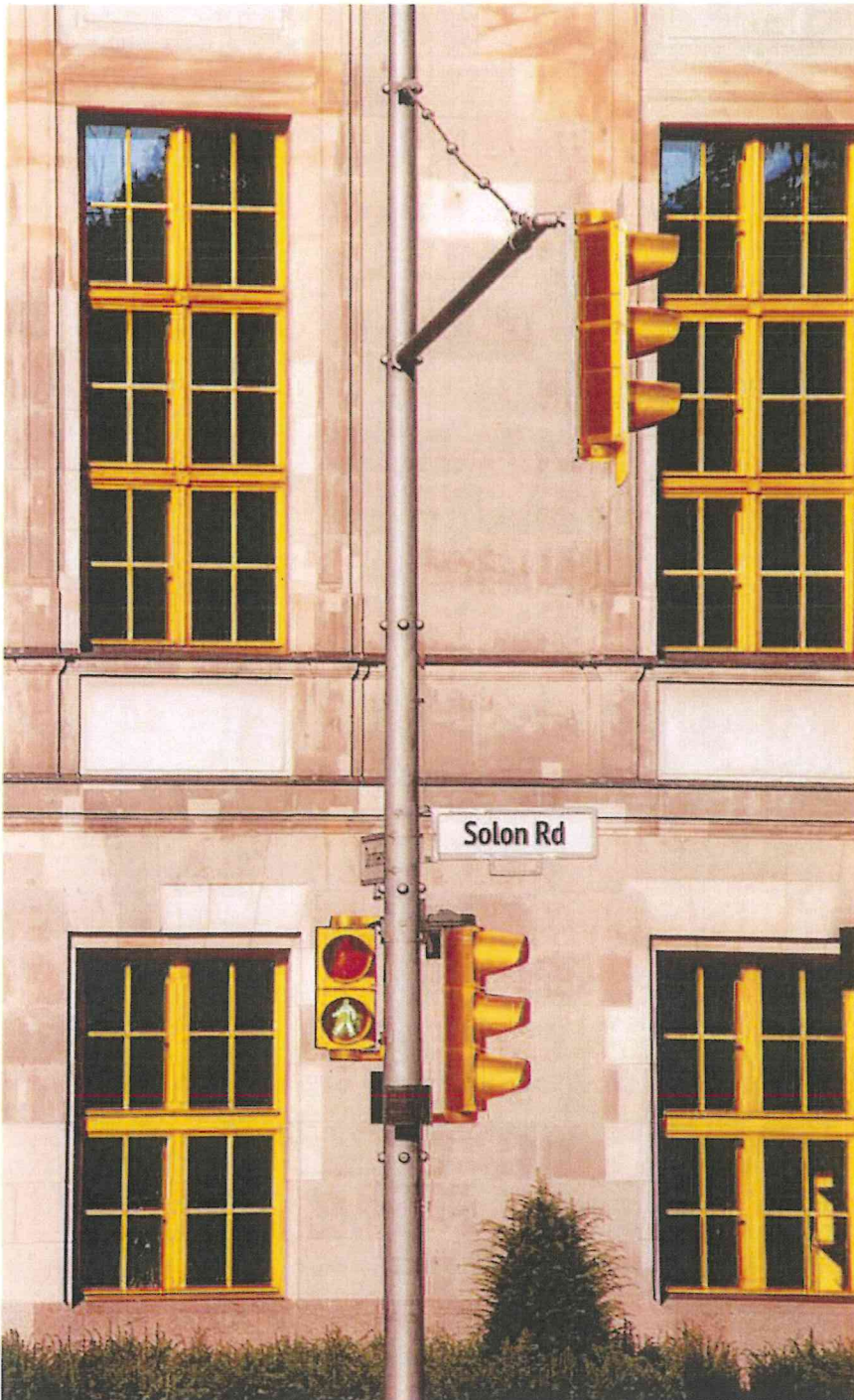
Resident perspective



You're Worry Free!

- 1. NOPEC Helps You Save
- 2. NOPEC Helps You Learn
- 3. NOPEC Helps Protect You

NOPEC Exhibit 3.14



2016 Brand Campaign

Continuing to Build Brand Loyalty

Our customers are under attack everyday from hundreds of energy suppliers from all corners of the country. With competitors using door-to-door solicitation and other sales tactics it's important that we continue to remind NOPEC customers who we are and why working together is so important.

This year, NOPEC launched a brand new campaign featuring a Mr. NOPEC music video "singing" about NOPEC and the benefits that NOPEC brings to communities and their members. We premiered the video during the Cleveland Indian's playoffs and World Series with an overwhelming response. To view the video, visit us at nopecinfo.org.



Come back
to super savings.

Print Ads

Now more than ever it pays to be a NOPEC member.

More and more people are coming back to NOPEC, and you should, too. Why? Because we have more to offer than ever before. With the buying power of 200 communities, we give you competitive gas and electric rates month after month. Plus, we provide tools to monitor your energy usage, tips to help you conserve all year round, and

*Offer subject to applicable utility gas and electric rates. ©2018 NOPEC member communities.



We're cooking
up savings at NOPEC.
Come back today!

Now more than ever it pays to be a NOPEC member.

More and more people are coming back to NOPEC, and you should, too. Why? Because we have more to offer than ever before. With the buying power of 200 communities, we give you competitive gas and

electric rates month after month. Plus, we provide tools to monitor your energy usage, tips to help you conserve all year round, and an opportunity to earn points toward great prizes in our rewards store. Other energy providers don't offer you all of these benefits. So if you want more ways to save, come back to NOPEC today.

backtonopec.com



Video



Community Outreach

Understanding the energy market and the choices available to our residents can be confusing and time consuming.

Add to that all the competition in the marketplace, as well as misleading energy offers, and making decisions about one's energy can seem overwhelming and frustrating. That's why NOPEC started a new community outreach program in 2016 that focuses on spending time in the community, answering residents' questions and educating them about NOPEC and other energy-related topics.

Senior Lunch and Learns:

In 2016, NOPEC conducted over 30 "Lunch and Learn" sessions throughout our territory with Northeast Ohio seniors. These sessions

provided an opportunity to answer questions about NOPEC, warn seniors about the dangers of door-to-door energy solicitors, and share energy saving tips. It was also an opportunity for NOPEC to engage with some of our most loyal customers to learn ways we can better serve them.

Energy Bike Presentations:

The NOPEC Energy Bike logged a lot of miles in 2016. The Energy Bike visited almost 40 communities during the summer months, educating children and adults on energy consumption and conservation. Energy Bike events are fun opportunities for customers to learn about NOPEC, complete a fun activity and even earn a t-shirt!

Executive Assistants:

NOPEC wanted to say thank you in 2016 to some of the hardest working public servants we know. Our Executive Assistant Recognition Program gave us the opportunity to do that! NOPEC staff was able to recognize over 20 Executive Assistants throughout our communities for their hard work and support of NOPEC. These awesome Executive Assistants were presented with flowers, a certificate and other goodies to show our appreciation.

NOPEC Exhibit 3.14A



Understanding Mail Offers

Mail offers from electric companies can be misleading. Follow these tips to make informed choices when choosing your electricity supplier.

- A** Know who you are doing business with.
 - Is this a local company?
 - How long have they been doing business in Northeast Ohio?
 - Does the company have a good reputation?
 - Is the company a non-profit organization or a for profit entity?
- B** Beware of misleading offers.
 - What is the rate?
 - How long is the rate good for?
 - What happens after the "Special Offer" period?
- C** Are there hidden terms and conditions?
 - Read the fine print to find out the terms and conditions.
 - How do you need to enroll to qualify for the offer? Online, by phone?
 - Is there an early termination fee?
- D** Is this offer really the best?
 - Don't take their word for it. Compare this offer to similar offers in the market to make an informed choice. Be sure to compare contract lengths as well as rates.

electric COMPANY

LOWER RATES THAN OHIO EDISON

6.59¢ FOR YOUR ELECTRIC SUPPLY*

Current Resident
123 Main Street
Anytown, OH 44000-0000

B Dear Resident,
We're very excited to offer you this opportunity to take more control over your energy bills by locking in a low rate of 6.59¢ per kWh for 12 months on your electric supply—that's lower than Ohio Edison's current Price-to-Compare!

TIMING IS EVERYTHING.
While it may seem odd to think about electricity rates before the extreme heat of summer hits, our 25+ years of experience in purchasing energy has taught us that when air conditioners are off, electric costs tend to be lower—making now a great time to take advantage of this low rate to help control your energy budget.

SAME SERVICE. MORE CONTROL.
When you purchase your power from Electric Company, you take charge of your energy supply with a supplier awarded "Highest in Residential Customer Satisfaction." For over 25 years we've been purchasing energy for customers like you, and delivering it directly to the utility who continues to provide expert distribution, metering, and billing services.
Be sure to enroll by **Friday, May 20, 2016** to secure this rate for the year. If you have any questions, please contact our Solutions Center at 1.800.555.1234 or visit us online.

Sincerely,
Bob Smith
Bob Smith | Chief Marketing Officer

C *Based on Ohio Edison's Price to Compare as approved by the Public Utilities Commission of Ohio effective 1/1/2016 for customers in rate class RS. \$100 early termination fee applies to Electric Company's product offering.

TO REDEEM YOUR OFFER USE THIS CODE:
EGC1234567

Watch out for high early termination fees!

Three Easy ways to enroll

- ENROLL BY MAIL**
Send in the enclosed enrollment card.
- ENROLL ONLINE**
Enter your validation code.
- ENROLL BY PHONE**
Call 1.800.555.1234
Mon-Fri 8am-9pm • Sat 9am-3pm

Go to nopecinfo.org to compare offers and check rates.





Comparing your Electric Bill to Other Mail Offers

The Illuminating Company
 Bill Based On: Actual Meter Reading
 Page 1 of 2
 April 2, 2016
 Account Number: 123 456 789 000
 Amount Due: \$190.04
 Due Date: April 16, 2016

Bill For: Mar 1 to Mar 30, 2016 for 30 days
 JOHN Q. CUSTOMER
 123 ANY STREET
 CLEVELAND, OH 00000-0000

To report an emergency or outage, call 24 hours a day 1-800-000-0000. For Customer Service, call 1-888-000-0000. For Payment Options, call 1-800-0000. Pay your bill online at www.firstenergycorp.com

Messages	Account Summary	Amount Due
To avoid a Late Payment Charge being added to your bill, please pay the Amount Due by the Due Date.	Previous Balance	159.72
Your current PRICE TO COMPARE for generation and transmission from The Illuminating Company is listed below. For you to save, a supplier's price must be lower. To obtain an "Apples to Apples" comparison of available competitive electric supplier offers, visit the PUCO web site at www.PUCO.ohio.gov.	Payments/Adjustments	-159.72
Residential Service - 1770100197 - 7.35 cents per KWH	Balance at Billing on April 2, 2016	00.00
Additional messages, if any, can be found on back.	The Illuminating Company	87.88
Usage History	FE/D/HD EDISON/ILLUMINATING COMPANY - CONSUMPTION	114.93
Jul 15 2,758	Total Current Charges	202.61
Aug 15 2,199	Amount Due by April 16, 2016	\$202.61
Sep 15 2,082	Charge Information for Meter Number 0000000000	
Oct 15 1,748	Mar 30, 2014 KWH Reading (Actual)	27.406
Nov 15 1,453	Mar 01, 2014 KWH Reading (Actual)	25.924
Dec 15 678	KWH used	1.482
Jan 16 1,774	Charges From The Illuminating Company	
Feb 16 1,199	Customer Number: 000000000 0000000000	
Mar 16 1,052	Rate: Residential Service CE-RSD	
Apr 16 1,503	Customer Charge	4.00
May 16 821	Distribution Related Component	67.40
Jun 16 1,347	Cost Recover Charges	17.37
Jul 16 1,452	Current Consumption Bill Charges	87.88
	Charges from NOPEC-NextEra	
	341 White Pond Drive Bldg B3, Akron, OH 44320	
	Customer Service 1-800-254-9227	
	Account Number: 00000000 Rate: FE/CE-0000	
	Basic Charges: 1.482 KWH x 0.009069 per KWH	13.42
	Total NOPEC-NextEra Charges	\$102.36
	Detail Payment and Adjustment Information	
	03/16/2016 Payment	-159.72
	Account Balances by Company	
	Previous Balance	79.15
	Payments/Adjustments	-79.15
	Current Charges	87.88
	Amount Due	87.88
	The Illuminating Company	79.15
	NOPEC-NextEra	80.57
	Total	159.72
		-159.72
		190.04
		190.04

Comparisons

	Last Year	This Year
Average Daily Use (KWH)	89	49
Average Daily Temperature	74	71
Days in Billing Period	31	32
Last 12 Months Use (KWH)		17,295
Average Monthly Use (KWH)		1,441

Supply Charges

Current supplier rate.
 * Use this to compare offers.

Types of Supply Charge Offers

The Illuminating Company	87.88
NOPEC-NextEra	102.36
Total Current Charges	190.04
Amount Due by April 16, 2016	\$190.04

Aggregation Program Rate (i.e. NOPEC)

An aggregation program brings citizens and small businesses together to gain group buying power for the purchase of competitively priced electric from a retail electric supplier certified by the Public Utilities Commission of Ohio (PUCO).

The Illuminating Company	87.88
FE/D/HD EDISON/ILLUMINATING COMPANY - CONSUMPTION	114.93
Total Current Charges	202.61
Amount Due by April 16, 2016	\$202.61

The Price to Compare

The Price to Compare is calculated by your utility company by taking the amount of your Bypassable Generation and Transmission Related Component and dividing it by the total number of kilowatt-hours used for the month. An alternative supplier's price for generation and transmission must be lower than your price to compare for you to save money with that supplier.

The Illuminating Company	87.88
ABC ELECTRIC SUPPLIER	122.93
Total Current Charges	210.61
Amount Due by April 16, 2016	\$210.61

Retail Supply

An energy supplier of your choice that is not part of an aggregation program.

NOPEC Exhibit 3.14B

THE 2016 NOPEC

Energy Bike Project

NOPEC invited middle school aged girls from 6 Northeast Ohio communities to participate in the 2016 Energy Bike Project: Activating and Energizing Girls in Science (AEGIS). The communities that sent students to the Energy Bike Project were Elyria, Leetonia, North Ridgeville, Norwalk, South Euclid and Tiffin.

This exciting event gave students from each of the schools a chance to spend 3 days in August at a local hotel while learning about energy science and the mechanics of the NOPEC Energy Bike. This knowledge was then applied through assembling and wiring their very own energy bikes. Each group was able to take back their energy bike to their schools to be used to teach others about energy.

The students also participated in a "Women in Science" panel and lunch. Six women who work in science, technology, engineering

"The girls have learned a lot. They have really blossomed from this. They've been able to see that by working as a team they are able to do something as complicated as build the energy bikes. I've seen their confidence grow. They're seriously thinking about engineering and science as something they can do."

Amy Mercer, Intervention Specialist at Eastern Heights Middle School

and math (STEM) careers talked to the girls about how they ended up in their fields, the education they needed to enter those fields and what it is like to be a woman working in their roles. This was a great opportunity for the students to interact with awesome women role models.

When asked about how the Activating and Energizing Girls in Science program benefits female students, Deborah Yerkes, the Executive Director of the Ohio Energy Project said, "The NOPEC AEGIS program is an opportunity for middle school girls to come together to build an energy bike

for their school district. It is also a time for girls to develop their leadership qualities, to learn many new skills in circuitry, and, most importantly, to begin to see themselves in a STEM related career. This program empowers the female students to believe they are capable of becoming anyone they want to be."

The Energy Bike Project concluded August 10th with a celebration event awarding students with participation medals. During the celebration, the students gave presentations to demonstrate the knowledge and skills learned during the program.



energy bike PROJECT



ELYRIA



LEETONIA



NORTH RIDGEVILLE



NORWALK

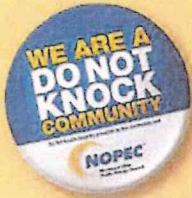


SOUTH EUCLID



TIFFIN

Do Not Knock Program



To address the growing problem of misleading and often aggressive door-to-door energy solicitors,

NOPEC launched the Do Not Knock (DNK) Program to help protect our customers from these unwanted solicitations. DNK enables customers in NOPEC communities to sign up for the Do Not Knock Registry to prevent for-profit solicitors from any industry from knocking on their doors.

To implement the program, NOPEC works with elected leaders in partner communities to pass appropriate rules and ordinances to establish a Do Not Knock Registry. NOPEC also assists communities in informing the public about the program as well as their protected rights.

Residents in communities who have joined the NOPEC DNK program can register through the mail or online at blocktheknock.com to join their community's Do Not Knock Registry. When for-profit solicitors apply for a permit in a participating

community, they receive a list of registered addresses at which they are prohibited from knocking. For added protection, registrants are provided a Do Not Knock window cling and are sent automatic reminders each year to renew their Do Not Knock Registry status.

"This program protects consumers, particularly seniors, who are often intimidated or taken advantage of by aggressive and unsavory door-to-door sales people," said Chuck Keiper, NOPEC's executive Director. "For NOPEC, this program also helps ensure that consumers are given the opportunity to make their energy decisions based on factual information – not high pressure sales tactics."

The DNK program applies to for-profit solicitors and does not interfere with nonprofit organizations, such as the Girl Scouts, Boy Scouts, school and church groups, from knocking on a DNK registered address. For more information or to view the Block the Knock Video, visit blocktheknock.com.



t-shirts

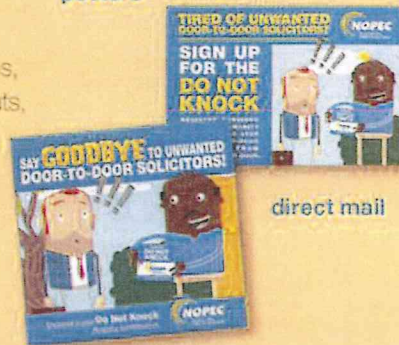


window cling



banner

posters



direct mail

Ready to start a *Do Not Knock Registry* in your community?

NOPEC makes it easy.

NOPEC Provides:

1 Resolution language to adopt the *Do Not Knock Registry* in your community

2 Marketing materials

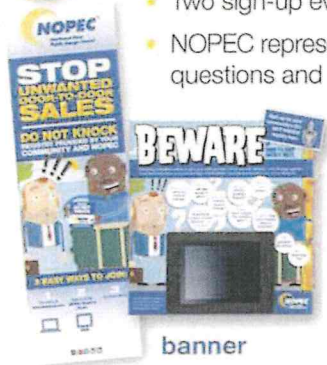
- Do Not Knock brochures to leave out at libraries, city hall or community centers
- Do Not Knock t-shirts
- *Do Not Knock Registry* community badge for your website
- Posters to advertise sign-up events



web badge t-shirts brochures posters

3 Sign-up events

- Two sign-up events per year
- NOPEC representative at events to answer questions and help residents sign up
- Sign-up kiosk with banner (available one week prior to sign-up events)



sign-up kiosk

banner

6 Annual list renewal

- NOPEC will contact registry members annually to remind them to re-register in order to remain active on the *Do Not Knock Registry*.

7 Window clings

- Residents will receive a window cling at sign-up events. If they register by mail, it will be mailed to them.

4 Registry sign-up online or by mail

- Residents can sign up online at blocktheknock.com
- Or by mailing back the registry card



registry card

5 *Do Not Knock Registry* list maintenance

- NOPEC manages updating the *Do Not Knock Registry*
- Updated registry is provided to your community monthly and can be accessed on the Ambassador Portal



window cling

direct mail

NOPEC Exhibit 3.14C

Ambassador Portal FAQs

How do I sign up for access to the Ambassador Portal?

Go to nopecinfo.org and click on the Ambassador Portal link in the top right corner.

Why do I need to sign up for access to the Ambassador Portal?

This Portal is provided solely for registered members in NOPEC community governments for their use in educating their constituents.

How do I download a file from the Ambassador Portal?

Click the Download File or Download PDF link that is under the file you want to download.

How do I share the infographics?

Click the download button under the infographic that you wish to share. The infographic will open up in a new window. Left click and select Save As from the menu. This will allow you to name the infographic and save it onto your computer so you can upload it to Facebook, Twitter, a blog or website.

I'm having trouble logging into the Ambassador Portal. What should I do?

If you forgot your password, click the "I forgot my password" link on the Ambassador Sign-In page. Type in your username or email to receive a link to set up a new password.

If you are having trouble logging in to the Ambassador Portal, email marketing@nopecinfo.org.

USERNAME _____

PASSWORD _____



NOPEC Ambassador Portal

Your resource for everything you need to know about
NOPEC for your community and your residents.
Log in at nopecinfo.org.

NOPEC Ambassador Portal

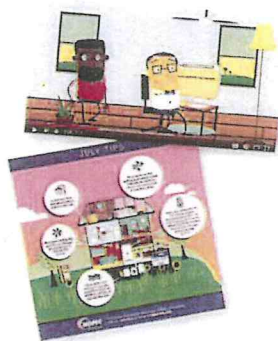


To share on social media, blogs and in newsletters

Free content and copy – Videos, infographics, newsletter articles and energy tips

Answers to questions from your residents

Get the information your residents want to know—including answers to Frequently Asked Questions about NOPEC and our electric or natural gas programs.



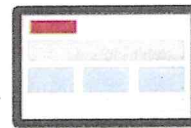
Get information about programs for your community



Find out about the programs NOPEC offers that benefit your community:

Energy Advisor Program – The tools and information needed to make educated decisions for your community

Funding MainSpring – Funding opportunities available for your community



Logos for your community's website

NOPEC works hard to ensure member communities get better rates, better choices and better representation for their residents. Show your residents that you are a NOPEC community by adding the NOPEC Proud Member Logo to your community's website. (Don't forget to link to nopecinfo.org!)



Also find **sample energy bills**, **how to compare a mail offer**, information on **opt-out mailings** and more on the NOPEC Ambassador Portal.

NOPEC Exhibit 3.14D



myNOPEC

myNOPEC is an exclusive online site for NOPEC customers. Members have access to expert advice on energy conservation, can earn rewards points to use in the rewards store, and compete for valuable prizes, too. NOPEC has helped our customers save \$260 million dollars. Join myNOPEC and learn how to save even more!

Shop with myNOPEC Rewards Points

At the myNOPEC online store, you can use your rewards points towards energy-saving products. NOPEC gear, gift cards and more!

Compete and Save

When it comes to saving energy, we're all in favor of a little friendly competition. We developed myDashboard – a great tool that allows members to compare their energy usage with other NOPEC members. It's easy. Members just link their gas and electric accounts to myNOPEC so they can see how they stack up to other households on their street, in the neighborhood or in the whole NOPEC community. It's valuable information that clearly shows where and how your energy consumption can be reduced so you can save even more!

Become a myNOPEC Member Today

Ready to join in the savings and the winning? Members can register for myNOPEC, following these 4 easy steps:

1. Go to myNOPECinfo.org/mynopec.
2. Sign in using a social media account or email.
3. Have your utility bills ready and link.

Once registered, there are further instructions on how to access the different programs that myNOPEC offers.

To learn more, visit nopecinfo.org or call (440) 248-1992.



RFP: CCDPS-2017-002 Residential and Small Commercial Electric Aggregation

NOPEC Exhibit 4.5A



PACE Program

Property Assessed Clean Energy (PACE)

In Ohio, property owners can use PACE to finance qualifying energy efficiency projects by petitioning the local community to create an ESID (Energy Special Improvement District) and to levy a special assessment on the project site(s) to finance improvement costs. Multiple sites – with the same owner and within the same community – do not have to be contiguous.

The NOPEC PACE Program will provide up-front capital, repaid over time as part of the property tax bill. A special assessment may be levied for up to 30 years. The assessment period will be based, in part, on the projected savings (verified by an energy audit) and useful-life of the planned improvements.

Eligible Projects:

- Energy Efficiency Improvements (HVAC, windows, doors, roof, lighting)
- Geothermal Energy projects
- Solar-photovoltaic (roof-top and ground-mounted solar arrays)
- Solar-thermal (solar water heating systems)
- Wind Energy Projects
- Biomass Energy or Gasification Projects

Eligible Properties:

- Government
- Commercial
- Industrial
- Multi-family housing (e.g. apartment buildings)

What is PACE Financing?

- A mechanism that allows a property owner to finance energy efficiency and renewable energy improvement projects through assessments on their real property tax bills

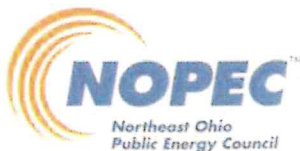
Why PACE?

- Assessments are used to secure local government financing to fund improvements without requiring the borrower or the sponsoring local government to pledge its credit
- Can allow for investment with zero up-front cash
- Long-term off balance sheet financing
- Assessment stays with the property upon sale
- Ability to pass payments through to tenants
- Competitive interest rates and access to capital without impacting other borrowing limits
- Higher rents and greater long-term property value because of the energy efficiency improvements
- Preservation of borrowing capacity through off-balance-sheet financing

PACE in the State of Ohio

- Established in 2009 (HB 01 - only solar improvements)
- Expanded in 2010 (SB 232 - to include energy efficiency and renewable energy improvement projects)

For more information about PACE financing, contact Norma Fox Horwitz at 440-249-7829 or nfhorwitz@nopecinfo.org.



First PACE Program a Success

The Village of Newburgh Heights was the first community to take advantage of NOPEC's new PACE (Property Assessed Clean Energy) energy efficiency financing. The NOPEC PACE loan secured by the village provided \$325,000 to improve a recently purchased building that now serves as its fire station and service garage.

Improvements made to the building included new LED lighting throughout, ceiling fans and a new roof. These upgrades reduce heat

“This has been a fantastic experience, and we really appreciate the assistance. I’m hopeful other communities take advantage of the opportunity.”

Trevor Elkins, Mayor of Newburgh Heights

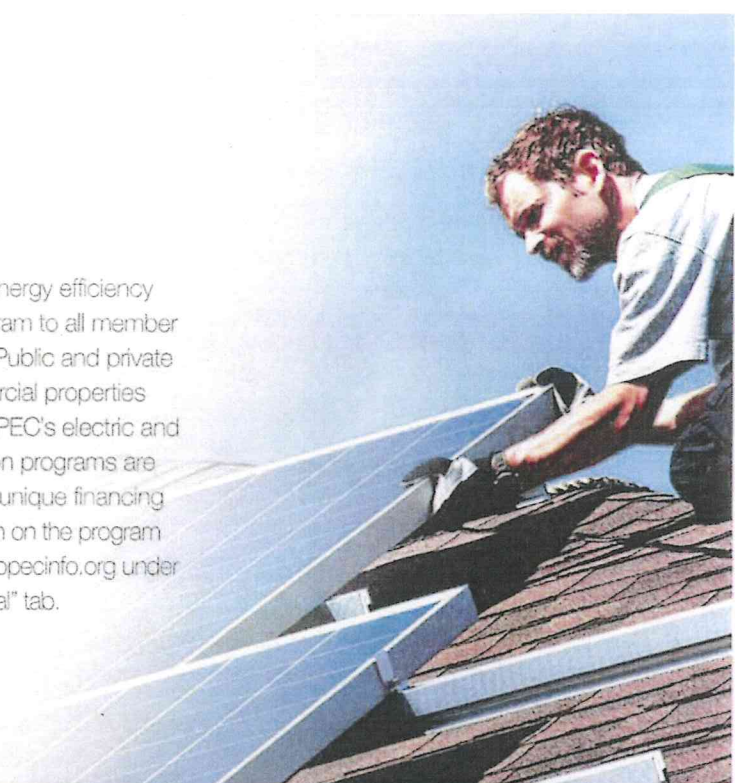
build-up, improve air circulation and increase insulation. Newburgh Heights completed the project in October 2016 and is now occupying the new facility. The building's improvements are expected to produce an annual energy savings of \$3,322.

Under the PACE program, Newburgh Heights will repay the financing through an assessment placed on the improved property. The assessment is paid twice a year over a 15-year term, ending in 2031.



NOPEC launched PACE in May 2016 to provide financing of \$100,000 to \$500,000 for energy efficiency and renewable energy projects. Mayor Georgine Welo (Cuyahoga County's NOPEC Board of Directors member) said, "This program gives our members another community and economic development tool and our customers a way to finance smaller energy projects."

We offer this energy efficiency financing program to all member communities. Public and private sector commercial properties enrolled in NOPEC's electric and gas aggregation programs are eligible for this unique financing tool. Information on the program is available at nopecinfo.org under the "Commercial" tab.



Savings Through Efficiency Program (STEP)

Starting in 2017, NOPEC will offer a new energy efficiency financing program. STEP will provide loans of \$5,000-\$100,000 for eligible commercial projects. Commercial properties include public and private sector facilities, including non-profit, retail, office, industrial and apartment buildings with five or more units. This loan program provides fixed-rate financing for up to 10 years. Like the PACE program, the program provides commercial property owners with up-front capital to complete property improvements that will reduce energy costs. Look for more information on this new program in the coming months!

NOPEC Exhibit 4.5B

Funding Main\$pring Program

Funding Main\$pring Program by NOPEC

Energy inefficiency costs your businesses and residents money every day. We know that energy efficiency improvements are a priority for you, but those improvements do not come without costs. Fortunately, there are many funding programs available to pay for these improvements or to defray the costs. As your trusted energy advisor, NOPEC will connect you to these opportunities to reduce energy costs and reduce your carbon footprint.

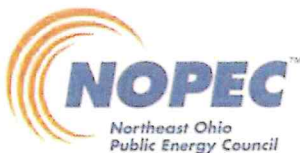
The **Funding Main\$pring Program** is an exclusive service for NOPEC member communities. The Funding Main\$pring will highlight the latest energy-focused funding opportunities available to your community and funding opportunities and incentives you may wish to pass along to your constituent businesses and residents. While funding opportunities will vary from rebate and incentive programs to competitive federal grants, one thing will remain the same: Each opportunity will enable you to investigate new or improved energy efficiency measures in your community with financial support. It's a win for the triple bottom line: people, planet, and profit.



NOPEC's **Funding Main\$pring Program** will provide you a synopsis of one or more funding programs. It's up to you to decide if a funding opportunity is a good fit for your community or your constituents. If an opportunity interests you, NOPEC can refer qualified grant writers and resource development experts to advise you.*

The **Funding Main\$pring Program** not only connects you with the latest energy-focused funding programs, but provides you the opportunity to make real change in your community. And that's just the beginning. Our job is to help you achieve reliable, stable, and lower energy costs. Providing you with this tool is just one more way your NOPEC membership pays.

For more information about the **Funding Main\$pring Program**, contact **Norma Fox Horwitz** at 440-249-7829 or nfhorwitz@nopecinfo.org.



*additional cost may apply based on the level of support required.

NOPEC Exhibit 13.1

Our Communities

NATURAL GAS AND ELECTRIC COMMUNITIES

Ashtabula County

Ashtabula
Ashtabula Township
Conneaut
Geneva
Geneva on the Lake
Geneva Township
Harpersfield Township
Jefferson Township
Jefferson Village
Kingsville Township
North Kingsville Village
Plymouth Township
Saybrook Township

Cuyahoga County

Beachwood
Bedford
Bedford Heights
Bentleyville
Berea
Bratenah
Brecksville
Broadview Heights
Brook Park
Brooklyn
Brooklyn Heights Village
Chagrin Falls
Cuyahoga Heights
Fairview Park
Garfield Heights
Gates Mills
Glenwillow
Highland Heights
Highland Hills Village
Hunting Valley
Independence
Lakewood
Linddale Village
Lyndhurst
Maple Heights
Mayfield Heights
Mayfield Village

Middleburg Heights
Moreland Hills
Newburgh Heights
North Olmsted
North Randall
North Royalton
Oakwood Village
Olmsted Falls
Olmsted Township
Orange Village
Parma Heights
Pepper Pike
Rocky River
Solon
South Euclid
Strongsville
University Heights
Valley View
Walton Hills Village
Warrensville Heights
Woodmere Village

Geauga County

Auburn Township
Bainbridge Township
Burton Township
Burton Village
Chardon
Chester Township
Claridon Township
Hamden Township
Huntsburg Township
Middlefield Village
Munson Township
Newbury Township
Russell Township
South Russell Village

Huron County

Norwalk

Medina County

Brunswick

Lake County

Concord Township
Eastlake
Fairport Harbor

Grand River
Kirtland
Kirtland Hills Village
Lakeline Village
Leroy Township
Madison Township
Madison Village
Mentor
Mentor on the Lake
Painesville Township
Perry Township
Pepper Pike
Timberlake
Waite Hill
Wickliffe
Willoughby
Willoughby Hills
Willowick

Lorain County

Amherst Township
Avon
Avon Lake
Carlisle Township
Columbia Township
Eaton Township
Elyria
Elyria Township
Lorain
New Russia Township
North Ridgeville
Sheffield Lake
Sheffield Township
Sheffield Village
South Amherst

Portage County

Atwater Township
Brady Lake Village
Brimfield Township
Charlestown Township
Deerfield Township
Edinburg Township
Franklin Township
Freedom Township
Garrettsville
Hiram Township

Hiram Village
Kent
Mantua Township
Nelson Township
Palmyra Township
Paris Township
Randolph Township
Ravenna Township
Rootstown Township
Shalersville Township
Suffield Township
Sugar Bush Knolls
Windham Township

Seneca County

Tiffin

Summit County

Clinton Village
Macedonia
Northfield Village
Reminderville
Richfield Village

Trumbull County

Liberty Township
Warren

NATURAL GAS COMMUNITIES

Columbiana County

Butler Township
Hanover Township
Hanoverton Village
Knox Township
Leetonia Village
Middleton Township
Perry Township
Unity Township
West Township

Cuyahoga County

Bay Village
Cleveland
Parma
Richmond Heights
Seven Hills

Geauga County

Troy Township

Lake County

North Perry Village

Lorain County

Grafton Township
Penfield Township
Vermilion

Mahoning County

Goshen Township
Milton Township
Springfield Township

Medina County

Chippewa Lake
Gloria Glens

Summit County

Boston Heights
Sagamore Hills Township

Trumbull County

Newton Falls

ELECTRIC COMMUNITIES

Ashtabula County

Andover Township
Austinburg Township
Cherry Valley Township
Colebrook Township
Denmark Township
Dorset Township
Hartsgrove Township
Lenox Township
Monroe Township

Morgan Township
New Lyme Township
Orwell Township
Orwell Village
Pierpont Township
Richmond Township
Roaming Shores Village
Rock Creek
Rome Township
Sheffield Township
Trumbull Township
Wayne Township
Williamsfield Township
Windsor Township

Cuyahoga County

East Cleveland
Shaker Heights

Geauga County

Chardon Township
Middlefield Township
Montville Township
Parkman Township
Thompson Township

Lorain County

LaGrange Township

Summit County

Lakemore Village
Peninsula Village
Twinsburg

Trumbull County

McDonald Village



RFP: CCDPS-2017-002 Residential and Small Commercial Electric Aggregation

NOPEC Exhibit 13.2

FILE

4

Ohio

**Public Utilities
Commission**

John Kasich, Governor
Asim Z. Haque, Chairman

Commissioners
Lynn Slaby
M. Beth Trombold
Thomas W. Johnson
M. Howard Petricoff

PUBLIC UTILITIES COMMISSION OF OHIO

Certified as a Competitive Retail Electric Service Provider

RENEWAL

Certificate Number:

08-145E (5)

Issued Pursuant to Case Number(s):

08-1081-EL-CRS

A certificate as a Competitive Retail Electric Service Provider is hereby granted to NextEra Energy Services Ohio, LLC whose office or principal place of business is located at 20455 State Highway 249, Suite 200, Houston, TX 77070 to provide power marketer services within the State of Ohio effective October 16, 2016.

The certification of competitive retail electric suppliers is governed by Section 4901:1-24-(01-13) of the Ohio Administrative Code, Section 4901:1-21-(01-15) 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.

Subject to all rules and regulations of the Commission, now existing or hereafter promulgated.

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

Dated: **October 20, 2016**

By Order of

PUBLIC UTILITIES COMMISSION OF OHIO



Barcy F. McNeal, Secretary

Tanowa M. Troupe, Acting Secretary

Felecia D. Burdett, Acting Secretary

Certificate Expires: October 16, 2018

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.

Technician JMB Date Processed OCT 20 2016

CRES AUTOMATIC CASE ACTION FORM

Date: **10-17-16**

Case Number: **08-1081-EL-CRS**

Company Name and Company Name d/b/a: **NextEra Energy Services Ohio, LLC**

Company Address: **20455 State Highway 249 Suite 200**

Company City/State/Zip: **Houston TX 77070**

Regulatory Contact: **Aundrea Williams**

Regulatory Email: **aundrea.williams@nexteraenergyservices.com**

Regulatory Phone: **713-401-5936**

Renewal

Action Needed:

Issue Certificate Number to:

Renew Certificate Number from: **08-154E (4)** to: **08-154E (5)**

Effective Date of Certificate: **10-16-16** Certificate Expires: **10-16-18**

Certified To Provide the Following Services:

- Retail Generation
- Aggregation
- Power Marketer
- Power Broker
- Governmental Aggregation

Revise Certificate Number: _____ to (check all applicable):

- Reflect name change from: _____ to _____
- Reflect address change from: _____ to _____
- Correct Administrative Error:
- Reflect Change of Ownership to:

Cancel Certificate Number:

Protect Un-redacted copies until:

Close Case File, Case Withdrawn at Applicant's Request

Close Case File

CASE NUMBER: 08-1081-EL-CRS
CASE DESCRIPTION: NEXTERA ENERGY SERVICES OHIO LLC
DATE OF SERVICE: 10/20/2016
DOCUMENT SIGNED ON: 10/17/16

Sign Here: _____ *A*

APPLICANT		
PARTY OF RECORD		ATTORNEY
NEXTERA ENERGY SERVICES OHIO LLC SR REG ANALYST	NONE	
EDWIN DEARMAN		
20455 STATE HIGHWAY 249		
SUITE 200		
HOUSTON, TX 77070		
Phone: (713) 401-5542		
Fax: (866) 651-4392		
Email: EDWIN.DEARMAN@GEXAENERGY.COM		

PARTY OF RECORD	ATTORNEY	ATTORNEY
none	*Howard, Stephen M Mr.	
	Vorys, Sater, Seymour and Pease LLP	
	52 E. Gay Street	
	Columbus, OH 43215	
	Phone: 614-464-5401	
	Fax: 614-719-4772	
	Email: smhoward@vorys.com	
none	*Lockett, Paige J Mr.	
	Gexa Energy Ohio, LLC	
	20 E. Greenway Plaza	
	Suite 600	
	Houston, TX 77046	
	Phone: (713) 401-5645	
	Email: paige.lockett@gexaenergy.com	

none

KNAPP, GARSON
20455 STATE HIGHWAY 249
SUITE 200
HOUSTON ,TX 77070
Phone:713-401-5557
Fax:713-401-5852
Email:garson.knapp@gexaenergy.com

none

*Dearman, Edwin J. Mr.
NextEra Energy Services Ohio, LLC
20455 State Highway 249, Suite 200
Houston,TX 77070
Phone:713-401-5542
Fax:866-651-4392
Email:edwin.dearman@gexaenergy.com

NOPEC Exhibit 14.4 Financial Statement

Financials

	(accrual basis) Jan - Dec 16 (unaudited)	Jan - Dec 15 (unaudited)
REVENUE		
Interest Income	333,215	303,263
Management Fees - Natural Gas	4,709,573	3,742,189
Management Fees - Electric	8,822,766	6,683,176
Other Fees	161,350	805,686
TOTAL REVENUES	14,026,904	11,534,314
EXPENSES		
Commercial Programs	81,645	21,000
Communication Services	80,550	54,000
Community Training	0	13,639
Computer Support	18,184	27,510
Consulting, Gas & Electric	67,000	0
Contract Labor	73,873	52,533
Customer Database Management - Electric/Gas	5,638	9,625
Depreciation Expense	49,504	39,051
Insurance	12,385	10,687
Legal Fees - Electric/Gas Aggregation	1,089,764	770,435
Marketing	505,526	503,705
Membership, Association, Training & Sponsorship	30,347	17,975
Meetings	22,726	18,576
Office Equipment	6,405	6,578
Office Supplies	22,473	38,603
Organizational Development	25,769	8,000
Postage and Delivery	11,508	8,683
Professional Fees	141,540	128,663
Rent/Maintenance/Real Estate Tax	2,521	5,453
Sales Support	273,024	309,101
Staff Fringe Benefits/Payroll Tax	240,770	179,976
Staff Salaries	1,031,831	729,338
Support for CRES	1,200,000	1,200,000
Telephone	20,716	18,514
Travel	62,336	52,769
Utilities	13,877	13,386
TOTAL EXPENSES	5,089,912	4,239,800
NET	8,936,992	7,294,514
OTHER INCOME		
Rental Office - Net	13,862	11,470
TOTAL OTHER INCOME	13,862	11,470
OTHER EXPENSE		
Electric Program Discount	3,418,519	2,791,481
TOTAL OTHER EXPENSE	3,418,519	2,791,481
NET REVENUES AFTER EXPENSE	5,532,335	4,514,503

Northeast Ohio Public Energy Council

Balance Sheets

As of January 31, 2017

Accrual Basis

	<u>Jan 31, 17</u>	<u>Jan 31, 16</u>
ASSETS		
Current Assets		
Checking/Savings		
Dollar Bank #.....7575	5,400,000	0
Dollar Bank new cking	<u>525,749</u>	<u>9,863,779</u>
Total Checking/Savings	5,925,749	9,863,779
Accounts Receivable		
Accounts Receivable	<u>417,442</u>	<u>1,258,888</u>
Total Accounts Receivable	417,442	1,258,888
Other Current Assets		
Dollar Bank-Vendor Clearing	0	0
Investment-Star Ohio 0.68%	1,490,367	179,812
Investment Acct - Meeder Inv Mg	34,407,251	26,286,616
Prepaid expenses	<u>16,702</u>	<u>1,343,519</u>
Total Other Current Assets	<u>35,914,320</u>	<u>27,809,947</u>
Total Current Assets	42,257,511	38,932,614
Fixed Assets		
Buildings	790,772	790,772
Equipment summary	196,455	153,191
X Accum Depreciation	<u>(136,947)</u>	<u>(136,947)</u>
Total Fixed Assets	850,280	807,016
Other Assets		
PACE Note Receivable - Vig of N	<u>325,000</u>	<u>0</u>
Total Other Assets	<u>325,000</u>	<u>0</u>
TOTAL ASSETS	<u>43,432,792</u>	<u>39,739,630</u>
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Credit Cards		
American Express	<u>(6,134)</u>	<u>5,199</u>
Total Credit Cards	(6,134)	5,199
Other Current Liabilities		
Accrued liabilities	68,827	0
Deferred Revenue	1,750,000	3,320,503
Payroll withholdings	<u>(1,065)</u>	<u>11,762</u>
Total Other Current Liabilities	<u>1,817,762</u>	<u>3,332,264</u>
Total Current Liabilities	<u>1,811,628</u>	<u>3,337,463</u>
Total Liabilities	1,811,628	3,337,463
Equity		
Cash to accrual adjustment	0	0
Fund bal, orig cash basis	1,902,547	1,902,547
Retained Earnings	39,705,510	34,427,615
Net Income	<u>13,107</u>	<u>72,006</u>
Total Equity	<u>41,621,163</u>	<u>36,402,167</u>
TOTAL LIABILITIES & EQUITY	<u>43,432,792</u>	<u>39,739,630</u>

RFP: CCDPS-2017-002 Residential and Small Commercial Electric Aggregation

NOPEC Exhibit 14.5 Additional Documents

**Request for Taxpayer
Identification Number and Certification**

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

Print or type
See Specific instructions on page 2

Name (as shown on your income tax return)
Northeast Ohio Public Energy Council

Business name, if different from above

Check appropriate box: Individual/
Sole proprietor Corporation Partnership Other **Govt Entity** Exempt from backup
withholding

Address (number, street, and apt. or suite no.)
31320 Solon Road - Suite 20

City, state, and ZIP code
Solon, Ohio 44139

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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

--	--	--	--	--	--	--	--	--	--

OR

Employer identification number

3471974043

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

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. person (including a U.S. resident alien).

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 on page 4.)

Sign Here Signature of U.S. person **Charles W. Kujala** Date **January 21, 2013**

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

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.

Northeast Ohio Public Energy Council (NOPEC)

Name of Contractor or Subcontractor

By: Chuck Keiper

Title: Executive Director

* "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.



NON-COMPETITIVE BID CONTRACT
STATEMENT FOR CALENDAR YEAR 2017
(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: Northeast Ohio Public Energy Council
Entity's Mailing Address: info@nopecinfo.org

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 Frank G. Jackson and the Frank G. Jackson For A Better Cleveland Committee, 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):

- | | |
|--|--|
| <input type="checkbox"/> SOLE PROPRIETORSHIP | <input type="checkbox"/> TRUST |
| <input type="checkbox"/> INCORPORATED PROFESSIONAL ASSOCIATION | <input type="checkbox"/> ESTATE |
| <input type="checkbox"/> UNINCORPORATED ASSOCIATION | <input type="checkbox"/> PARTNERSHIP |
| <input type="checkbox"/> LIMITED LIABILITY COMPANY | <input type="checkbox"/> 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 2017 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, 2015 and December 31, 2016 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, 2015 and December 31, 2016 that totaled in excess of \$1,000.00.



**NON-COMPETITIVE BID CONTRACT
STATEMENT FOR CALENDAR YEAR 2017
(ALL DEPARTMENTS/OFFICES)**

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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 2017 unless Council makes a direct award.

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- (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, 2015 and December 31, 2016 that totaled in excess of \$1,000.00.



Frank G. Jackson, Mayor

RFP: CCDPS-2017-002 Residential and Small Commercial Electric Aggregation

**REQUEST FOR PROPOSALS
To Provide
Electric Aggregation Program Services
For the City of Cleveland**

**Issued by:
The City of Cleveland**

Issue Date: July 6, 2017

Sealed Responses Due on or before: July 20, 2017, at 12:00 P.M. Local Time.

No late responses will be considered

1.0 Introduction

The City of Cleveland, Ohio is seeking Proposals from certified Competitive Retail Electric Service (CRES) providers (collectively, "Respondents") to provide electric aggregation program services for the City of Cleveland. The City's electorate voted on November 7, 2000 to authorize the City to create an "opt-out" electric aggregation program under Chapter 4928 of the Ohio Revised Code. The City is currently certified by the Public Utilities Commission of Ohio (PUCO) to provide governmental aggregation services. The City administered an electric aggregation program from 2000 to 2005 and again from 2010 to present. Approximately 58,900 residential and 7,700 small commercial customers of the Illuminating Company are eligible aggregation customers. Residents average 9,700 kWh in annual consumption and commercial customers average 33,000 kWh. Illuminating Company's (First Energy) standard customer profiles can be released to any certified retail electric supplier by request from First Energy's Supplier Support Department at:

www.firstenergycorp.com/supplierservices/oh/government_aggregation.html

The current aggregation services supplier is Constellation, whose contract term expires after the July 2017 meter read cycle dates. The City is seeking to implement a program with a term commencing from the November 2017 meter read cycle dates, for a period of between twenty-four (24) and thirty-six (36) months. The City understands that eligible aggregation customers, who were served by Constellation until their July 2017 meter read dates, would default to the Illuminating Company's service rates in the interim.

The primary goals of the City's electric aggregation program include: 1) providing lower electricity costs for Cleveland's citizens; 2) supporting renewable energy development, especially local renewable energy generation, to advance Cleveland's sustainable economy; and 3) ensuring that supplier(s) provide quality, reliable service and first-rate customer service.

The City is willing to explore various approaches to obtaining aggregation services in order to determine how to most effectively achieve these goals. The City prefers proposals from "turnkey" aggregation program providers who provide all program services, including generation.

2.0 Proposal Procedures

Contact person:

Any and all inquiries, requests for documents, requests for clarification, and document submissions of any kind, on this Request for Proposals must be addressed to the following:

Attn: Tiffany White Johnson
Division of Purchasing and Supplies
Department of Finance
City of Cleveland
601 Lakeside Ave, Room 128
Tel: (216) 664-2455 · Fax: (216) 420-8766
Email: TWhiteJohnson@city.cleveland.oh.us

Written Questions: Responders may submit any written questions by July 12, 2017. If needed, the City will issue an addendum by Friday, July 14, 2017. There will be no pre-proposal conference.

Due date: Proposals must be received and time-stamped by 12:00 noon local time on July 20, 2017. It is the individual Respondent's sole responsibility to meet the deadline. **Absolutely no Proposals will be accepted after that time unless the City first extends the deadline by a written addendum.** The City accepts no responsibility for lost or delayed proposals. By submitting a proposal, the Respondent agrees to abide by the decision of the City of Cleveland, which shall be final.

Schedule of Events: Solely for your planning purposes, the following is an anticipated calendar of events. *(Although every effort will be made to keep the project on track, the City makes no representation that the dates can or will be met in fact.)*

All Dates & Times are Local Time, Cleveland, Ohio

RFP Issued:	July 6, 2017
Deadline for written questions:	July 12, 2017, at 5:00 P.M.
Deadline for issuing Addendum <i>(if any)</i> :	July 14, 2017 at 5:00 P.M.
Proposals are due:	July 20, 2017 at 12:00 <small>noon local time</small>
Interviews with select Respondents <i>(if any)</i> :	before August 11, 2017

- 2.1** Form of Proposal. All Proposals shall be prepared on standard 8 ½ x 11-inch paper. Respondents must submit an original, five (5) complete copies, and an electronic copy (e.g. CD, flash drive, etc.) to:

Attn: Tiffany White Johnson
Division of Purchasing and Supplies
Department of Finance
City of Cleveland
601 Lakeside Ave, Room 128
Tel: (216) 664-2629

Proposals must be in a sealed envelope clearly marked, " RFP: CCDPS-2017-002 Residential and Small Commercial Electric Aggregation" with the Company name clearly visible.

Proposals will not be accepted by e-mail.

Questions about this RFP must be in writing and should be directed to:

Attn: Tiffany White Johnson
Division of Purchasing and Supplies
Department of Finance
City of Cleveland
601 Lakeside Ave, Room 128
Tel: (216) 664-2629
Email: TWhiteJohnson@city.cleveland.oh.us

Email questions are preferable. The City is not required to answer every question. The City reserves the right not to answer any individual question. All Respondents will receive the same written answers to questions.

If Respondent intends to propose fees of any type to be paid to Respondent directly by the City, Respondent shall itemize and submit the fees in a separate sealed envelope and shall not state the fees in the Proposal. (*Note: This requirement does not apply to the administrative fees discussed in section 3.18 below.*)

Please identify a contact person from your company available to respond to questions about your Proposal. Proposals will not be returned.

2.2 Instructions. The Proposal must contain numbered paragraphs that correspond to the format of this RFP. Respondents shall indicate, with reference to the specific numbered sections of the RFP, whether the Respondent accepts the substantive provision, takes exception to it, or proposes an alternative approach. Respondents are urged to emphasize proposed enhancements to the aggregation program that would exceed the minimum requirements contained in the PUCO's CRES rules.

2.3 City's Discretion. This is a Request for Proposals. It is not an offer, contract, or invitation to bid. The submission of a Proposal in response to this process does not impose any contractual, quasi-contractual, or other legal obligations upon either the City or the Respondent. The Director may, at his/her sole discretion, modify or amend any provision of this RFP. The City reserves the right to reject any or all Proposals, to waive irregularities, informalities, and technicalities, to negotiate with any or all persons submitting Proposals, and to enter into an agreement or agreements with any person for any or all of the services described in this RFP. The City reserves the right to modify the scope of services at any time before execution of a contract to add, delete, or otherwise amend any item(s), as it deems necessary, in its sole judgment, and in the best interest of the City.

3.0 Scope of Services

The City prefers to enter into one contract, which could include more than one vendor, to provide a turnkey program that includes all aggregation program services and generation supply. The City will consider proposals from all PUCO-certified aggregation service providers including brokers, marketers, and generation companies.

For purposes of this RFP, "aggregation program services" consist of all program management services described in this section 3 except for the provision of generation.

Respondents that propose a turnkey program may include all costs in a single proposed rate. While the City prefers the rate in the form of a percent off the Price to Compare, other options like a fixed per kilowatt-hour rate or a hybrid approach will also be considered. Respondents that propose to provide only aggregation program services or only renewable generation services shall separately itemize the costs of those services. In either case, the proposed prices must be submitted in a separate sealed envelope as described above. For the sake of clarity Respondents should identify the specific services that will be provided and indicate any requested services that are excluded from the Respondent's Proposal.

The sections that follow describe the key elements of the requested aggregation program services but are not intended to be an exhaustive list of program requirements.

- 3.1** Plan of Operation and Governance. Assist with any necessary amendments of the City of Cleveland's Plan of Operation and Governance, followed by submission to Cleveland City Council and filing with the PUCO.
- 3.2** Public Hearings. Assist the City in conducting any public hearings that may be necessary with respect to the aggregation program, including any amendments to the Plan of Operation and Governance.
- 3.3** Conduct Opt-out and Opt-in Processes. Conduct all aspects of the opt-out process including preparing initial and refresher opt-out notices, submitting the opt-out materials to the PUCO, mailing the opt-out notices to customers, receiving the returned postcards, and finalizing the aggregation customer pool. In the past, customers have also been given options that allowed them to choose the mix of conventional and renewable energy they receive through aggregation.
- 3.4** New Individual Customers. Eligible customers who move to Cleveland, or relocate within the City, after the initial opt-out period shall be included in "refresher" opt-out solicitations issued at least quarterly. New customers shall be informed of this opt-out opportunity by the CRES provider when they sign up for service with the Illuminating Company.
- 3.5** Switching Fee. The CRES provider shall be responsible for paying any Illuminating Company switching fee that is applicable to Illuminating Company customers who join the City's aggregation program.
- 3.6** Termination Fee. There shall be no termination fee charged for any customer who wishes to leave the aggregation program at any point during the term of the contract.
- 3.7** Program Charges. If the Respondent is proposing a turnkey aggregation program that includes all program services and generation, the cost of all program services and administrative support must be included in the proposed rates and no fees or charges will be payable by the City to Respondent. If Respondent's Proposal includes the option to purchase program services alone (i.e., all aggregation program services except generation supply), the proposed charges must be individually itemized and submitted in a separate envelope as required by Section 2.1.
- 3.8** Billing Services. Describe in detail the proposed customer billing process. Aggregation program customers shall receive a single consolidated bill containing both the CRES and

Electric Distribution Utility ("EDU") charges. Respondents shall include a sample of the form of bill that would be used in the program.

- 3.9** Collections. Describe in detail your company's proposed collections process. As between the Respondent and the City, the Respondent shall bear all risk of nonpayment by customers and all risk of non-supply of power (if generation services are included in the Proposal).
- 3.10** Database. Consistent with Ohio law, prepare a comprehensive and confidential database of accounts enrolled in the program, tracking accounts that have opted out of the program and accounts that are added during the course of the program. The City shall have access to aggregation data consistent with Ohio law.
- 3.11** Local Office. The City prefers the CRES provider to establish and maintain a local Cleveland office and a local representative who will be the City's primary contact and will be responsible for overseeing the services Respondent provides. The Proposal shall identify the location(s) of program management and customer service facilities.
- 3.12** Customer Service Program. Describe your company's customer-service program and how it will address the needs of the City's aggregation program. Identify and describe the nature of any formal or informal complaints to the PUCO (including slamming complaints) initiated by customers, and include a description of how the complaints were resolved.
- 3.13** Call Center. Describe the call center that will respond to inquiries from residents and program participants. Include any available metrics that describe the efficiency and effectiveness of the call center operation (such as average minutes on hold, etc.). Include any available tracking metrics from your company's other aggregation programs on the average number of calls received during a month, the length of time required to resolve billing disputes, and similar information. Describe how the call center will ensure new potential customers learn about the aggregation program throughout the contract period.
- 3.14** Communication Tools. The City's CRES provider will be required to establish and maintain the following communication tools:
- Easy-to-understand Opt-out letter which includes an updated FAQ (information in English and in Spanish to some zip codes)
 - Information on the Illuminating Company bill including:
 - A way for residents to easily identify that they are part of the program
 - Billing statement that clearly states whether a customer is enrolled in the aggregation program in the detail of charges, how the electricity is being supplied, and contact information for the aggregator included
 - Provide a sample bill in the opt-out letter showing where customers can see on their bill where their generation is coming from (this could be included in newsletters as well)
 - Communication about how to compare aggregation with other options (linking to PUCO's apples-to-apples website) with PUCO's phone number
 - Information about avoiding "slammers" and what to do if you have been removed from the aggregation program, but didn't request it yourself
 - Communications in Spanish

- Communications for senior citizens including coordination with the City of Cleveland Department of Aging
- Simple url that directs to the Cleveland aggregation program and has all communications tools embedded and/or downloadable
- Quarterly mailings with tips on energy efficiency, renewable energy, and other items as determined in collaboration with the City

3.15 Reporting. The Respondent shall provide quarterly reports to the City, or as needed otherwise, relating to the status of the aggregation program. Information will include number of customers by class, number of calls received by the call center, PUCO complaints/resolutions, number of customers added to or dropped from the program, year-to-date City administrative fee, marketing progress, customer usage and savings figures, the renewable energy generation mix, and other program information.

3.16 Pricing, Rates, and Renewable Energy. Respondents are requested to propose pricing options that include the provision of renewable energy, backed by Renewable Energy Certificates (RECs), for the following percentages of the program's requirements.

- Conventional Generation (provide percent renewable)
- 25 percent renewable
- 50 percent renewable
- 100 percent renewable

Respondents shall identify, if possible, the type(s) of Renewable Energy Credits (wind, solar, etc.), the source of the renewable energy (either owned or purchased), whether the RECs would be Green-e certified, the location of the renewable energy generator(s), and when they were put into service. All RECs shall be eligible sources of green power as defined by the EPA's Green Power Partnership. Please identify which RECs would go to support renewable energy projects located in PJM territory, Ohio, the 15 county Northeast Ohio region, or the City of Cleveland.

In proposed options when 100 percent renewable is not required, Respondents should state how they would allow customers to pay a premium for 50 or 100 percent renewable power as an option.

Respondents should include a percentage discount off the Price to Compare as calculated in the Illuminating Company tariff. Other pricing options would also be considered, such as a fixed rate or hybrid approach that includes all rate components contained in the Price to Compare. Respondents should also provide a PTC basis for the proposed terms to better understand how cost savings projections are calculated.

The pricing shall be firm for the duration of the aggregation contract. The City may not accept any pricing terms or language that it considers variable or potential pass-throughs, including regulatory changes that take effect during the aggregation term.

The specific mix and quantity of renewable energy shall be subject to negotiation to arrive at a product that meets the City's objectives and is economical for the customer.

Respondents should complete the table below for both a 2-year term and a 3-year term.

Pricing Option	% OFF PRICE TO COMPARE APPROACH (PREFERRED)			FIXED COST APPROACH		
	% off Price to Compare	Estimated Cost Savings per year for average household	Estimated Cost Savings per year for average small business	Fixed cost (\$/kWh)	Estimated Cost Savings per year for average household	Estimated Cost Savings per year for average small business
Conventional Energy Mix	X%	\$x	\$x	\$x / kWh	\$x	\$x
50% Green Product	X%	\$x	\$x	\$x / kWh	\$x	\$x
100% Green Product	X%	\$x	\$x	\$x / kWh	\$x	\$x

3.17 Advancing Local Renewable Energy Development. Respondents are encouraged to incorporate local, distributed generation in the City of Cleveland or Northeast Ohio as part of a turnkey proposal, potentially in partnership with other suppliers.

Respondents are encouraged to propose approaches that address the general need for longer-term renewable energy commitments, even though the aggregation is only for a 2-3 year term. The City is open to taking on different roles to overcome this barrier.

RECs/SRECs generated can be used to meet the green power requirements in the aggregation. Eligible renewable resources are solar, wind, low-impact small hydro, biomass, and anaerobic digesters for electricity production.

3.18 Administrative Fee. The CRES provider may be required to pay an administrative fee to the City to reimburse the City for the City’s costs of administering the aggregation and/or renewable energy projects. This fee would be determined by the City, added to the price proposed by the respondent, and included in the rate on the customer’s bill.

3.19 Grants Not Accepted. Note that grants or incentives of any kind will not be accepted as part of this RFP process. Therefore, please do not include any grants to the City in your proposal.

4.0 Company Information

4.1 Organization. Describe your company’s organization, including parent, affiliates, subsidiaries, number of employees, and other general information. Identify and describe

any subcontractors or vendors that your company would retain for advertising, promotional, telephone solicitation, or other purposes.

- 4.2 Regulatory Certifications. Respondents must meet all applicable federal, state, and local requirements for the services to be provided. Describe your company's compliance with the regulatory and legal requirements for the services that your company provides in all states in which your company operates. Include your Ohio CRES certification number and date certified by the PUCO.
- 4.3 Generation Assets/Resources. Describe any physical generation assets that your company owns or controls, your company's portfolio of purchased power resources, and your company's approach to ensuring a reliable supply of power at affordable prices. All purchased-power resources must be firm power with liquidated damages.
- 4.4 Form of Contracts. Provide a copy of your company's form of contract or a sample contract from a previous or current government aggregation program. The Proposal must include all proposed terms relating to contingencies, force majeure, and any other proposed grounds that would excuse non-performance by Respondent.
- 4.5 Sustainability. Describe how the company incorporates sustainability into its own operations and way of doing business, including transparent sustainability reporting (e.g. Global Reporting Initiative, Carbon Disclosure Project, etc.).

5.0 Marketing and Education

- 5.1 Marketing Program. Describe your company's approach to marketing and promoting the aggregation program, including the incorporation of renewable energy generation. Include samples of mailings and flyers used by your company to promote other government aggregation programs. If awarded the contract, your company shall not solicit aggregation customers to participate in any other rate or program that will result in higher costs to the aggregation customer.
- 5.2 Customer Education. Describe your program to educate customers regarding electric aggregation, including the importance of supporting renewable energy development and energy efficiency. Include samples of educational materials used in other government aggregation programs.
- 5.3 Marketing Materials, Press Releases. All marketing and promotional materials distributed in the program shall include the City's logo and be subject to the City's prior approval. Respondent shall coordinate with the City in advance of any press releases or media briefings relating to the City's program.

6.0 Assistance to City

- 6.1 Presentations. The Respondent may be required to participate in presentations to City Council, neighborhood groups, and other organizations to describe the aggregation program and its current status. The Respondent may be required to prepare PowerPoint charts and other materials for these presentations.

6.2 Regulatory Compliance. The Respondent shall assist the City in meeting all regulatory requirements, including amending the Plan of Operation and Governance if necessary and preparing and filing opt-out notices, quarterly/annual reports, and other required filings with the PUCO.

7.0 Legal Matters

7.1 Investigations. Describe any criminal, civil, or administrative investigations within the past ten years by any governmental authorities into the business conduct of your company, its affiliates, subsidiaries, or related companies, and their officers, agents, and employees, relating to the alleged violation of any law, regulation, order, or rule, and the outcome of the investigation.

7.2 Litigation. Describe any litigation filed in the past ten years by any person or governmental authority arising out of circumstances described in the preceding paragraph of this RFP, and the outcome of that litigation.

7.3 Defaults. Describe any contractual default or deemed noncompliance by your company, its affiliates, subsidiaries, or related companies in the past ten years arising from an obligation to deliver electricity to any third party. Describe the outcome of any such default or noncompliance.

7.4 Acceptance of Contract Conditions, Including Insurance and Bonding Requirements. Indicate any exceptions to the general terms and conditions of the RFP or any other requirements listed in this RFP; provided, however, that excessive (as measured by either number or magnitude in the City's sole determination) exceptions listed by a Proposer may result in disqualification.

8.0 Proposal Requirements

8.1 Submission of Proposal. Each Respondent shall submit its Proposal(s) in the number, form, and manner, and by the date and time and at the location required in the section 2.0, **Proposal Procedures**, above.

The Respondent must organize its Proposal package to address each of the elements in this RFP. The Respondent should carefully read all instructions and requirements and furnish all information requested. If a Proposal does not comply with all terms, conditions, and requirements for submittal, the City may consider it unacceptable and may reject it without further consideration.

8.2 Recycled Materials. The City wishes to promote the greatest feasible use of recycled and environmentally sustainable products and to minimize waste in its operations. To that end, all Proposals should comply with the following guidelines: Unless absolutely necessary, copies should minimize or eliminate use of non-recyclable or non re-usable materials. Materials should be in a format permitting easy removal and recycling of paper. A Respondent should, to the extent possible, use products consisting of or containing recycled content in its Proposal including, but not limited to, folders, binders, paper clips, diskettes, envelopes, boxes, etc. Do not submit any or a greater number of samples, attachments or documents not specifically requested.

9.0 The City's Rights and Requirements

- 9.1** Interviews. The Director, at his/her sole discretion, may require any Respondent to augment or supplement its Proposal or to meet with the City's designated representatives for interview or presentation to further describe the Respondent's qualifications and capabilities. The requested information, interview, meeting, or presentation shall be submitted or conducted, as appropriate, at a time and place the Director specifies. The City reserves the right to select a limited number (a "short list") of Respondents to make an oral presentation of their qualifications, proposed services, and capabilities. The City will notify the Respondents selected for oral presentations in writing.
- 9.2** Public Records. Under the laws of the State of Ohio, all parts of a Proposal, other than trade secret or proprietary information and the fee proposal, may be considered a public record which, if properly requested, the City must make available to the requester for inspection and copying. Therefore, to protect trade secret or proprietary information, the Respondent shall clearly mark each page - but only that page - of its Proposal that contains that information. The City will notify the Respondent if such information in its Proposal is requested, but cannot, however, guarantee the confidentiality of any proprietary or otherwise sensitive information in or with the Proposal. Blanket marking of the entire Proposal as "proprietary" or "trade secret" will not protect an entire Proposal and is not acceptable.

10.0 Cleveland Area Business Code

- 10.1** Requirements. During performance of this Agreement, Contractor shall comply with all applicable requirements of the *Cleveland Area Business Code*, and any *Regulations* promulgated under the *Code*, which *Code* and *Regulations* are incorporated into and made part of this RFP by this reference as fully as if rewritten in it or attached.

There is no Subcontractor Participation (Utilization) goal for this contract. However, any and all proposed subcontractors, whether City certified or not, must be divulged and listed in your proposal.

- 10.2** Equal Opportunity. The successful Respondent, as contractor, will be required to comply with all terms, conditions, and requirements imposed on a "contractor" in the following *Equal Opportunity Clause*, Section 187.22(b) of the Cleveland Codified Ordinances, (herein included as Appendix A) and shall make the Clause part of every subcontract or agreement entered into for services or goods and binding on all persons and firms with which the Respondent may deal, as follows: No Contractor shall discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. Contractors shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. As used in this chapter, "treated" means and includes without limitation the following: recruited whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, transferred, laid off and terminated. Contractors shall post in conspicuous places available to employees and applicants for employment, notices to be provided by

the hiring representative of contractors setting forth the provisions of this nondiscrimination clause.

11.0 Contract Execution

11.1 Effectiveness of Proposal. By submission of a Proposal, the Respondent agrees that its Proposal will remain effective and eligible for acceptance by the City until the earlier of the execution of a final contract or 60 calendar days after the Proposal submission deadline (the "Proposal Expiration Date").

11.2 Execution of a Contract. The Respondent shall, within ten (10) business days after receipt of a contract prepared by the City Director of Law, exclusive of Saturdays, Sundays and holidays, execute and return the contract to the City together with evidence of proper insurance and intent to conform to all requirements of the contract attached hereto or which are a part hereof and all applicable federal, state and local laws and ordinances prior to or at the time of execution of the contract.

12.0 Responsibility for Proposal

12.1 Familiarity with RFP. By submission of a Proposal, the Respondent acknowledges that it is aware of and understands all requirements, provisions, and conditions in and of this RFP and that its failure to become familiar with all the requirements, provisions, conditions, and information either in this RFP or disseminated either at a pre-proposal conference, if any, or by addendum issued prior to the Proposal submission deadline, and all circumstances and conditions affecting performance of the services to be rendered by the successful Respondent will not relieve it from responsibility for all parts of its Proposal and, if selected for contract, its complete performance of the contract in compliance with its terms. Respondent acknowledges that the City has no responsibility for any conclusions or interpretations made by Respondent on the basis of information made available by the City. The City does not guarantee the accuracy of any information provided and Respondent expressly waives any right to a claim against the City arising from or based upon any incorrect, inaccurate, or incomplete information or information not otherwise conforming to represented or actual conditions.

12.2 Interpretation. The City is not responsible for any explanation, clarification, interpretation, representation or approval made concerning this RFP or a Proposal or given in any manner, except by written addendum. The City will mail, e-mail, or otherwise deliver one copy of each addendum issued, if any, to each individual or firm that requested and received a RFP. Any addendum is a part of and incorporated in this RFP as fully as if originally written herein.

13.0 Qualifications

13.1 Experience. The City desires to contract for aggregation services with an experienced company with a track record of providing customer savings and excellent customer service. Respondents should provide evidence of experience in administering one or more successful aggregation programs. Each Respondent shall state in detail its qualifications, and experience, and how its services are unique and best suited to meet the requirements and intent of this RFP. Respondent may include as much information as needed to differentiate its services and product(s) from other Respondents. At a minimum, please include the following:

- i. How Respondent meets or exceeds the qualifications;
- 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;
- 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;
- 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
- 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.

13.2 Certifications. Respondents must be certified by the PUCO to provide the CRES services that Respondent is proposing and shall submit their CRES certification number with the Proposal. Respondents must also submit copies of any other authorizations required by any other local or regional authorities to provide the services described in the Proposal.

13.3 Creditworthiness. Respondents must meet the credit requirements of the State of Ohio, FirstEnergy, and the City. Provide evidence of your company's corporate credit rating from a recognized credit rating agency such as Moody's or Standard & Poor's or other evidence of creditworthiness. Respondents may be required to provide financial assurances in the form of a bond, letter of credit, parental guaranty, or other instrument in the amount of \$1,000,000 and Respondent's Proposal shall identify the specific type of assurances that will be offered.

13.4 Insurance. The selected Respondent, at its expense, shall at all times during the term of the contract resulting from this RFP, maintain the following insurance coverage. The insurance company (ies) providing the required insurance shall be authorized by the Ohio Department of Insurance to do business in Ohio and rated "A" or above by A. M. Best Company or equivalent. The selected Respondent, as contractor, shall provide a copy of the policy or policies and any necessary endorsements, or a substitute for them satisfactory to and approved by the Director of Law, evidencing the required insurances upon execution of the contract.

- i. Professional liability insurance with limits of not less than \$1,000,000 for each occurrence and subject to a deductible for each occurrence of not more than \$25,000 per occurrence and in the aggregate, and if not written on an occurrence basis, shall be maintained for not less than two (2) years after satisfactory completion and written acceptance of the services under the contract.
- ii. Workers' compensation and employer's liability insurance as provided under the laws of the State of Ohio.

- iii. Statutory unemployment insurance protection for all of its employees.
- iv. Such other insurance coverage(s) as the City may reasonably require.

14.0 Proposal Contents

14.1 Cover Letter. The cover letter shall identify and introduce the Respondent and provide other general information about Respondent's business organization including, at least, in one or more attachments or in the Proposal, Respondent's name, principal address, federal ID number, telephone and facsimile numbers, and e-mail address. If a corporation, provide the state of incorporation, and the full name, title, and experience of each high level corporate officer. If the Respondent is not an Ohio corporation, please state whether or not the Respondent is qualified to do business in the State of Ohio as a foreign corporation. A foreign corporation must provide evidence, prior to execution of a contract, that is qualified to do business in the State of Ohio or it must register with the Ohio Secretary of State.

If the Respondent is a sole proprietorship, state the name of the proprietor doing business. If a partnership, state the full name, address and other occupation, if any, of each partner; whether the partner is a general or limited partner, and whether active or passive; state each partner's experience and the proportionate share of the business owned by each partner. If a joint venture, state the name of each firm participating in the joint venture and each principal officer of each firm; each officer's experience and the proportionate share of the joint venture owned by each joint venture partner.

14.2 Executive Summary. The Executive Summary should provide a complete and concise summary of Respondent's background, area(s) and level(s) of expertise, relevant experience and ability to meet the requirements of this RFP. The Executive Summary should briefly state why Respondent is the best candidate for the engagement. The summary should be organized so it can serve as a stand-alone summary apart from the remainder of the Proposal.

14.3 Organization of Response; Exceptions. The Proposal should include responses numbered to correspond to the numbered sections of this Request for Proposals. If only responding to Section 3.17, Proposers are not required to respond to the other subsections in Section 3. Exceptions must include specific references to the numbered section of this RFP to which the exception refers. If no deviations or exceptions are identified, Respondent understands that if the City accepts the Respondent's Proposal, it must comply with and conform to all of the requirements of the RFP.

14.4 Financial Information. Respondents shall include its balance sheet and income statement for the last two (2) fiscal years, prepared in accordance with generally accepted accounting principles, reflecting the current financial condition of the Respondent. If a publicly held corporation, the Respondent shall provide, in lieu of the foregoing, consolidated financial statements as submitted to the Securities and Exchange Commission ("SEC") on Form 10K, the most recent Form 10Q, and any Forms 8K filed with the SEC in the last 12 months. Owners of closely-held corporations must submit a personal financial statement, current to within six (6) months of the Proposal date.

14.5 Additional Required Documents. Respondent shall complete, execute, and return with its Proposal the following documents, blank copies of which are attached to this RFP:

- ii. Federal Form W-9 including Taxpayer Identification Number
- iii. Non-Competitive Bid Contract Statement for Calendar Year 2017
- iv. Northern Ireland Fair Employment Practices Form
- v. Vendor Information Form
- vi. Certificates of Insurance (no blank copy required. Contact your insurance agent(s).

15.0 Proposal Evaluation; Selection Criteria

15.1 Evaluation Methodology. The City department/division issuing this RFP will evaluate each proposal submitted. The department will present its recommendations first to the Consultant Review Committee ("CRC"). The CRC may, but shall not be obligated to, entertain formal presentations. The CRC may recommend one or more contracts to one or more firms. Following CRC review, the recommendations will be presented to City Council for review and approval. City Council may, but shall not be obligated to, entertain formal presentations. Respondents may be required to attend Council Committee meetings(s) and/or answer questions concerning their proposal.

The City will only consider proposals that are received on or before the proposal submission deadline, and which meet all the requirements of this RFP. The City reserves the right to request a "best and final offer" from Proposers meeting the minimum requirements.

15.2 Scoring of Proposals. The City will score each Proposal in each of the following categories:

- i. Experience and Staff
- ii. Program Management Plan
- iii. Proposed Services
- iv. Price of Conventional and Renewable Energy Options
- v. Proposed Support of Local Renewable Energy Generation
- vi. Sustainability of Proposer's Own Operations
- vii. Schedule/Timeline

The ratings are not intended or to be interpreted as a reflection of a Respondent's professional abilities. Instead, they reflect the City's best attempt to quantify each Respondent's ability to provide the services sought by the City and to meet the specific requirements of this RFP, for comparison purposes.

15.3 Disqualification of Respondents. The City does not intend by this RFP to prohibit or discourage submission of a Proposal that is based upon a Respondent's trade experience in relation to the nature or scope of work, services, or product(s) described in this RFP or to prescribe the manner in which its services are to be performed or rendered.

The City will not be obligated to accept, however, significant deviations from the work or services sought by this RFP, including terms inconsistent with or substantially varying from the services or the financial and operational requirements of the RFP, as

determined solely by the City. The City reserves the right to reject any Proposal that does not furnish or is unresponsive to the information required or requested herein. The City reserves the right to reject any Proposal or to waive or to accept any deviation from this RFP or in any step of the Proposal submission or evaluation process so as to approve the award of the contract considered in the City's best interest, as determined in the City's sole discretion.

Although the City prefers that each Respondent submit only one Proposal including all alternatives to the Proposal that the Respondent desires the City to consider, it will accept Proposals from different business entities or combinations having one or more members in interest in common with another Respondent. The City may reject one or more Proposals if it has reason to believe that Respondents have colluded to conceal the interest of one or more parties in a Proposal, and will not consider a future Proposal from a participant in the collusion. In addition, the City will not accept a Proposal from or approve a contract to any Respondent that is in default as surety or otherwise upon an obligation to the City or has failed to perform faithfully any previous agreement with the City, or is currently in default under any agreement with the City.

The City reserves the right to reject any or all Proposals. Failure by a Respondent to respond thoroughly and completely to all information and document requests in this RFP may result in rejection of its Proposal. Further, the City reserves the right to independently investigate the financial status, qualifications, experience, and performance history of a Respondent.

The City expressly reserves the right to cancel the approval or authorization of a contract award, with or without cause, at any time up to and before its execution of a contract.

Mailing List

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Appendix A

EQUAL OPPORTUNITY CLAUSE
(Section 187.22(b))

Each Contract also shall contain the following equal opportunity clause:

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. The contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group, or Vietnam-era or disabled veteran status. As used in this chapter, "treated" means and includes without limitation the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, downgraded, transferred, laid off and terminated. The contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the hiring representatives of the contractor setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that the contractor is an equal opportunity employer.

(3) The contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract, or understanding, a notice advising the labor union or worker's representative of the contractor's commitments under the equal opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) It is the policy of the City that local businesses, minority-owned businesses and female-owned businesses shall have every practicable opportunity to participate in the performance of contracts awarded by the City subject to the applicable provisions of the Cleveland Area Business Code.

(5) The contractor shall permit access by the Director or his or her designated representative to any relevant and pertinent reports and documents to verify compliance with the Cleveland Area Business Code, and with the Regulations. All such materials provided to the Director or designee by the contractor shall be considered confidential.

(6) The contractor will not obstruct or hinder the Director or designee in the fulfillment of the duties and responsibilities imposed by the Cleveland Area Business Code.

(7) The contractor agrees that each subcontract will include this Equal Opportunity Clause, and the contractor will notify each subcontractor, material supplier and supplier that the subcontractor must agree to comply with and be subject to all applicable provisions of the Cleveland Area Business Code. The contractor shall take any appropriate action with respect to any subcontractor as a means of enforcing the provisions of the Code."

Insert Additional Required Forms:

- i. Federal Form W-9 including Taxpayer Identification Number
- ii. Non-Competitive Bid Contract Statement for Calendar Year 2017
- iii. Northern Ireland Fair Employment Practices Form
- iv. Vendor Information Form



City of Cleveland

Frank G. Jackson, Mayor

Division of Purchasing and Supplies
Department of Finance
City of Cleveland
601 Lakeside Ave, Room 128
Tel: 216.664.2629 Fax: 216.664.2177

July 13, 2017

ADDENDUM NO. 1

RFP File No: CCDPS-2017-002-City of Cleveland Electric Aggregation Program
Sealed Bid Response Due on before: July 20, 2017, at 12:00 P.M. Local Time

ATTENTION PROPOSERS:

This addendum for the above-referenced is being issued to all intended proposers. The purpose of this addendum is to provide the following updates:

- Update to RFP File No: CCDPS-2017-002-City of Cleveland Electric Aggregation Program: Section 2.0 updates to Telephone and Fax for Contact person.
- Answers to all written questions that were received by the cutoff date of July 12, 2017 at 5:00PM EST.
- Update to a few mailing list contacts. Please refer updated mailing list attached.

RFP Correction

Section 2.0 Proposal Procedures: Contact Person:

Telephone and Fax for the Contact person Tiffany White Johnson should read:

Tel: 216.664.2629 Fax: 216.664.2177

Responses to Written Questions:

1. What are the City of Cleveland's preferred energy efficiency initiatives for its own buildings, residential and small commercial customers?

The City of Cleveland's preferred energy efficiency initiatives for its own facilities include building equipment upgrades, controls and streetlight upgrades.

The City of Cleveland oversees a residential energy efficiency program called Cleveland EnergySaver, which is targeted for residential market based home owners and renters/landlords.

ADDENDUM NO. 1

RFP File No: 2017-002-City of Cleveland Electric Aggregation Program
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An Equal Opportunity Employer



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For additional information on other several other energy efficiency initiatives, please refer to the City of Cleveland's Sustainable Cleveland Municipal Action Plan (SC-MAP) and the Climate Action Plan (CAP), which can be found here:

http://www.sustainablecleveland.org/climate_action

2. Who are the members of the Consultant Review Committee?

The Consultant Review Committee comprises of internal City of Cleveland executive level staff.

3. On what date does the City of Cleveland expect to award this contract?

The City of Cleveland expects to award the contract in late August 2017.

4. Through what date will this RFP require firm pricing?

Refer to Section 3.16 in the RFP. The RFP allows different options for pricing, such as a percentage discount off the Price to Compare (as calculated in the Illuminating Company tariff), a fixed rate, a hybrid approach, etc. The proposed pricing methodology should stay consistent through the duration of the contract. For example, the City would not entertain unregulated pass-throughs in the middle of the contract.

5. Can you tell us about the key local renewable energy initiatives that the City of Cleveland is most interested in pursuing or is committed to pursuing?

The City of Cleveland is most interested in the adoption of local solar PV installations (rooftop, ground-mounted, co-operatives and community solar), as well as the support of offshore wind development. This is in addition to Cleveland Public Power's ongoing commitment to meeting its Advanced Energy Portfolio Standards benchmarks. More information on the City's strategic approach to renewables can be found in the Cleveland Climate Action Plan, found here: http://www.sustainablecleveland.org/climate_action

ADDENDUM NO. 1

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6. Regarding table 3.16, would the City be willing to provide an estimated baseline utility Price To Compare (PTC) and an average annual residential and small commercial usage number in order to provide an apples-to-apples comparison of savings across all RFP respondents?

As discussed in the RFP (Section 3.16), we expect the respondents to provide a Price to Compare (PTC) basis for the proposed terms to better understand how cost savings projections are calculated.

Residents average 9,700 kWh in annual consumption and commercial customers average 33,000 kWh. Illuminating Company's (First Energy) standard customer profiles can be released to any certified retail electric supplier by request from First Energy's Supplier Support Department at:

www.firstenergycorp.com/supplierservices/oh/government_aggregation.html

7. Is a company's status as a City of Cleveland Certified Small Business being considered in the evaluation of responses?

City of Cleveland Certified Small Business may apply.

8. If the City prefers an unpredictably-priced product that includes periodic adjustments based on wholesale prices, how would the City protect all its residents and small businesses from unlimited price increases over the life of this contract?

The City of Cleveland does not prefer, nor is it requesting an unpredictably-priced product. The City understands that all approaches to pricing (fixed price, percent off the Price to Compare, a hybrid approach, as well as prices that reflect adjustments to the wholesale prices, etc.) have tradeoffs because no entity can accurately project prices into the future. With aggregation, a major goal of the City is to protect its residents and small businesses by mitigating a majority of this risk.

9. Will the bids be made public?

No. Interested parties would have to file a public records request, which would be reviewed with the City's Law Department, prior to any bids or sections thereof, being made available.



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10. Will there be a side by side comparison of the bids?

Bids are always compared side by side.

Please attach this addendum to your response as this will have the same force and effect as if it were part of the specifications originally issued.

Sincerely,

A handwritten signature in cursive script that reads "Tiffany White Johnson".

Tiffany White Johnson
City of Cleveland

ADDENDUM NO. 1

RFP File No: 2017-002-City of Cleveland Electric Aggregation Program
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**RFP: CCDPS-2017-002 Residential and Small Commercial Electric
Aggregation**

**REQUEST FOR PROPOSAL TO PROVIDE ELECTRIC AGGREGATION
PROGRAM SERVICES FOR THE CITY OF CLEVELAND**

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