

AMENDED AND RESTATED AGREEMENT
ESTABLISHING THE
SOUTHEAST OHIO PUBLIC ENERGY COUNCIL
(DBA SUSTAINABLE OHIO PUBLIC ENERGY COUNCIL)

This AMENDED AND RESTATED AGREEMENT is made and entered into as of October 8, 2014, as amended and restated as of November 17, 2022 (“Agreement”), by and among the political subdivisions identified below.

RECITALS:

WHEREAS, Ohio Revised Code Chapter 167 provides that the governing bodies of two or more political subdivisions may enter into an agreement establishing a regional council of governments for purposes that include promoting cooperative agreements and contracts among members and other governmental agencies and private persons, corporations, or agencies.

NOW, THEREFORE, in consideration of the services to be made available to and by the Southeast Ohio Public Energy Council (dba Sustainable Ohio Public Energy Council), also referred to herein as “SOPEC,” it is agreed by and between the Members of SOPEC and any additional political subdivisions that may hereafter become Members as follows:

Section 1. Definitions.

Definitions of terms used in this Agreement and Amended and Restated Bylaws (“Bylaws”) are set forth on Exhibit A hereto.

Section 2. Name.

The name of the council of regional governments that comprises all Members shall be the “Southeast Ohio Public Energy Council,” which also may do business under one or more trade names, including the Sustainable Ohio Public Energy Council.

Section 3. Members.

Members of SOPEC shall be set forth on Exhibit B hereto, and shall include any other political subdivisions which become members of SOPEC pursuant to Bylaws established pursuant to Section 6 of this Agreement. Each Member shall have one representative to the Assembly, as further set forth in the Bylaws.

Section 4. Purpose: The Aggregation Programs; Additional Programs of the Council.

The purpose of this Agreement is to allow Members to collectively pursue the benefits of the Aggregation Programs and Additional Programs of the Council that the Council may establish. The Council may negotiate and enter into all necessary programs, contracts and take any necessary and incidental actions to effect and carry out the purposes of the Aggregation Programs for the benefit of the Members and their respective electricity and natural gas consumers. The Members will act jointly through the Council to establish and implement the Aggregation Programs and the Board of Directors may establish Additional Programs of the Council, as set forth in the Bylaws.

Section 5. Fiscal Year.

The fiscal year for SOPEC shall be the twelve month period beginning January 1 and ending December 31.

Section 6. Adoption of Bylaws.

Within ninety (90) days of adoption of this Agreement, Members shall meet for the purpose of adopting Bylaws of SOPEC. The Bylaws shall address the purposes of SOPEC, its governance, addition and withdrawal of members, adding new programs, and other governance issues including SOPEC's decision-making process and the designation of its fiscal agent.

Section 7. Withdrawal and Inclusion of Members.

All issues pertaining to the withdrawal of existing Members or inclusion of new Members shall be governed by the Bylaws.

Section 8. Amendments.

This Agreement may be amended subject to the majority vote of the signatory Members to the Agreement, until the adoption of Bylaws pursuant to Section 6 of this Agreement, at which time all amendments to this Agreement will be subject to the provisions set forth in the Bylaws.

Section 9. Term and Termination.

It is the intention of the Members that this Agreement shall continue for an indefinite term, but may be terminated subject to the provisions set forth in the Bylaws.

Section 10. Effective Date.

This Agreement shall take effect initially this 8th day of October, 2014, as amended and restated effective November 17, 2022. This Agreement, as amended, may be signed in separate counterparts on behalf of one, or more than one, of the Members, and may be signed

electronically, without the necessity for any one counterpart to be signed on behalf of all Members.



The Honorable Chris Chmiel,
Athens County Commissioner
Chairman of the Board of Directors



The Honorable Steve Patterson
Mayor of Athens
Vice Chair of the Board of Directors

EXHIBIT A

As used in this Agreement and in the Bylaws the following words shall have the following meanings:

“Additional Program” means any other cooperative program the Council may establish, with approval of the Council’s Board of Directors, under an Additional Program Agreement.

“Additional Program Agreement” means any agreement among some or all Members, and such non-members as may be permitted to participate, establishing an Additional Program in accordance with Section 9 of the Bylaws.

“Additional Program Costs” means, with respect to any Additional Program of the Council, all costs incurred by the Council or the Fiscal Agent of the Council, in connection with the activities and operations of that Additional Program, as defined in the corresponding Additional Program Agreement; provided, however, that no Member shall be assessed Additional Program Costs if the Member is not participating in such Additional Program.

“Advisory Committee” means any committee established by the Board of Directors pursuant to the Bylaws to advise the Board of Directors or the Fiscal Agent with respect to the management and operation of any Program. The Board of Directors shall define the duties of each Advisory Committee.

“Aggregation Costs” means all costs incurred by the Council or by the Fiscal Agent in connection with the activities and operation of the Council for the Aggregation Programs; provided, however, that no Member shall be assessed Aggregation Costs unless such assessment is imposed on all Members and approved at a meeting of the Assembly by a majority vote of all Members.

“Aggregation Fund” means the fund established and maintained by the Fiscal Agent of the Council as a separate fund pursuant to Section 10 of the Bylaws, into which the Fiscal Agent shall deposit any and all moneys contributed by the Members for Aggregation Costs of the Council, if any.

“Aggregation Programs” means the cooperative programs for the benefit of the Members acting as governmental aggregators to arrange for the purchase of electricity by electric customers and natural gas by natural gas customers in the political subdivisions that join the Southeast Ohio Public Energy Council, pursuant to the terms of Ohio Revised Code Section 4928.20, and this Agreement.

“Agreement” means this agreement, as the same may be amended, modified, or supplemented in accordance with Section 8 hereof.

“Assembly” means the legislative body of the Council established pursuant to, and having those powers and duties enumerated in, the Bylaws.

“Bylaws” means the regulations adopted by the Council pursuant to Ohio Revised Code Section 167.04 and this Agreement, as the same may be amended, modified, or supplemented in accordance with Section 13 thereof.

“Council” means the Southeast Ohio Public Energy Council (dba as Sustainable Ohio Public Energy Council) established by this Agreement.

“Fiscal Agent” means the person or organization designated by the Members of the Council to receive, deposit, invest and disburse funds contributed by the Members or otherwise received by the Council, for the operation of the Council and its Programs, in accordance with this Agreement, the Bylaws and any applicable Program Agreement. The Council may serve as its own Fiscal Agent.

“Fiscal Year” means the twelve (12) month period beginning January 1 and ending December 31.

“Member” means any municipal corporation, county, township, or any other political subdivision under the laws of the State of Ohio which pursuant to duly adopted legislation, has caused this Agreement to be executed in its name, which Member shall be listed on Exhibit B hereof, including any additional municipal corporation, county, township, or any other political subdivision under the laws of the state of Ohio which has caused this Agreement to be executed in accordance therewith, and has not withdrawn from the Council pursuant to this Agreement or the Bylaws.

“Program” means an Aggregation Program or any Additional Program.

EXHIBIT B

Current List of SOPEC Communities & Political Subdivisions

Athens County

Athens County
City of Athens
Village of Albany
Village of Amesville
Village of Buchtel
Village of Chauncey
Village of Jacksonville
Village of Trimble

Gallia County

City of Gallipolis
Village of Rio Grande

Hocking County

City of Logan

Meigs County

Village of Racine

Montgomery County

City of Dayton

Morgan County

Village of Chesterhill

Perry County

Village of Glenford
Village of Shawnee
Village of Somerset
Village of New Straitsville

Washington County

City of Belpre
Village of Lowell

Political Subdivisions

Muskingum Watershed Conservancy District

SOPEC

Sustainable Ohio Public Energy Council



**Southeast Ohio Public Energy Council
(DBA Sustainable Ohio Public Energy Council)**

Electric Plan of Operation & Governance

For Member Communities

02/18/2021

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I. Introduction

This Plan of Operation and Governance (the “Plan”) has been prepared by the Southeast Ohio Public Energy Council (DBA Sustainable Ohio Public Energy Council) (“SOPEC”) on the behalf of its current members and any future members that may join SOPEC’s governmental aggregation of electric customers (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 customers in member communities.

On November 5, 2013, the voters of Athens City and Athens County approved ballot measures that authorized governmental electrical aggregation. The City has agreed to be part of the County aggregation program as permitted under Ohio Revised Code (“R.C.”) 4928.20(A), which allows for the creation of an “opt-out” aggregation program. Subsequently, additional member communities chose to join SOPEC’s Aggregation Program. Under SOPEC’s Opt-Out Aggregation Program (defined below), electric residential and non-mercantile commercial customers located in member communities are included in the Opt-Out Aggregation Program unless they explicitly opt-out.

To comply with the Public Utilities Commission of Ohio’s (“PUCO”) regulations, SOPEC members joined together to form an “aggregation council”, which filed an application for certification as a government aggregator with the PUCO. The following Plan, which SOPEC member communities developed, has also been filed with the PUCO. The Plan was adopted after public hearings were held in accordance with R.C. 4928.20(C), and modified by the SOPEC members.

II. Description and Objectives of the Aggregation Program: Endorsement Program

This Plan includes details related to operations of the collaborations between SOPEC members, the procurement of energy supply, and the expectations of members for Suppliers (defined below). This Plan includes all information necessary for the certification of SOPEC by the PUCO as a governmental aggregator under R.C. 4928.20.

The Aggregation Program contains two types of aggregations, an “Opt-Out Aggregation Program” and an “Opt-In Aggregation Program”. Under the Opt-Out Aggregation Program, participation is voluntary for each individual customer in a member community. Individual customers will be notified of their inclusion in the Opt-Out Aggregation Program and will have the opportunity to decline service. The customers may choose any electric supplier they wish at the outset of the program and at least every three years thereafter. New member communities also shall have the opportunity to join SOPEC’s Opt-Out Aggregation Program.

Under the Opt-In Aggregation Program, SOPEC offers customers who live in SOPEC member communities the ability to join the Opt-In Aggregation Program upon their affirmative consent. Customers who want to participate in SOPEC’s Opt-In Aggregation Program can contact the Supplier to enroll. Supplier and SOPEC also may contact individuals in SOPEC member communities regarding opt-in opportunities.

SOPEC and Supplier may offer customers more than one product during the Opt-Out Aggregation process and also during the Opt-In Aggregation process. SOPEC also may endorse any competitive retail electric service supplier to offer within SOPEC’s member communities products that are not included in the Aggregation Program, or sponsor other

programs (including endorsement programs) pursuant to one or more program agreements with any SOPEC member(s) or non-member(s) as may be authorized by the SOPEC Board of Directors (“Endorsement Program(s)”).

III. Goals of the Aggregation Program

The specific goals of the Aggregation Program are as follows:

1. To pursue reasonably priced energy supply through the bargaining power of pooled customer aggregation purchases;
2. To ensure maximum investment of energy generation dollars in local projects and energy options;
3. To secure clean and sustainable energy sources as significant portions of community energy supply if selected by member communities;
4. To include in generation supply purchases investments in local energy efficiency investments;
5. To provide, on a non-discriminatory basis, an option for aggregation of all customers who qualify under the PUCO’s rules and who SOPEC and its Supplier have elected to serve;
6. To allow the eligible customers who do not wish to participate to opt-out of the Opt-Out Aggregation Program;
7. To allow customers in member communities to opt-in to an Opt-In Aggregation Program upon providing affirmative consent
8. To ensure that Suppliers provide quality, reliable service and customer service;
9. To utilize and encourage renewable energy development if and to the extent practicable through contract provisions and voluntary programs;
10. To include, to the extent possible, government accounts into the aggregation;
11. To advance community economic and energy development goals; and
12. To utilize local government powers and authorities to achieve these goals.

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 a function of the local utility; but SOPEC may request Supplier(s) to take on billing responsibilities for customers participating in energy efficiency or distributed generation programs implemented by Supplier(s). The local utility will continue to own, furnish, install, calibrate, test, and maintain all meters and associated equipment used for customer billing and retail energy settlement purposes. The local utility shall be the “provider of last resort” for customers not participating in the Aggregation Program who have not elected to take service from another competitive supplier.

SOPEC will not assume title to electric generation. It will not buy and resell electric generation to the participants of the program. Instead, SOPEC will negotiate a contract with Supplier(s) to provide electric supply to the members of the aggregation program. Billing and scheduling of electric loads shall be handled by the Supplier or local utility.

IV. 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 SOPEC may participate in regulatory proceedings and represent the interests of customers regarding these regulated rates, it will not assign or alter existing customer classifications without the approval of the PUCO.

The focus of the 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 customers' bills 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, which is discussed further below.

V. Steps for Communities during the Aggregation Program Process

The process of establishing government aggregation involves a multi-step public process undertaken by the member communities or jointly through SOPEC on their behalf. The steps to authorize opt-out and opt-in aggregations are the same, except where noted below:

1. SOPEC shall develop and issue Request for Proposals ("RFPs") that incorporate and address all of the goals expressed in this Plan;
2. Competitive retail electric suppliers ("Supplier(s)") will respond to RFPs; SOPEC and its agents will engage in direct negotiations with Suppliers;
3. SOPEC shall select Supplier(s) and execute one or more supply contracts with Supplier(s);
4. The local distribution utility for each member community shall supply its electronic list of eligible customers for those communities;
5. For Opt-Out Aggregation only:
 - a) Supplier(s) will acquire an electronic list of eligible customers in member communities from the local distribution utility (this information must include applicable meter numbers and other appropriate codes);
 - b) SOPEC and selected Supplier(s) will notify customers of the opt-out process via U.S. mail utilizing the electronic customer list of addresses;
 - c) SOPEC Supplier(s) will revise the electronic customer list to remove responding opt-out customers from the list;
 - d) Supplier(s) will transmit the revised electronic customer list back to the distribution utility for customer transfer;

- e) The distribution utility will complete the administrative transfer of participating customers (via revised electronic list) to SOPEC Supplier(s); and
 - f) Participating customers on all billing cycles will be enrolled with the selected Supplier with the beginning of a new billing cycle.
6. For the Opt-In Aggregation Program only:
 - a) SOPEC and Supplier will market and solicit customers within the SOPEC member communities;
 - b) Supplier will enroll customers in the Opt-In Aggregation Program by obtaining their affirmative consent directly (in person, by mail or facsimile), telephonically or electronically in accordance with the PUCO's rules and the applicable electric distribution utility's tariff.
 7. The appropriate distribution utility for each member community will complete the administrative transfer of participating customers to the Supplier;
 8. SOPEC's Supplier will ensure the firm delivery of electric supply based on the terms and conditions of the supply contract with SOPEC;
 9. SOPEC and legal and technical advisors will monitor contract for compliance; and
 10. SOPEC will act to protect the interests of member communities.

VI. Participation in the Aggregation Program; Endorsement Program

Opt-Out Aggregation. For purposes of an Opt-Out Aggregation Program, an "eligible customer" constitutes a customer eligible under utility or PUCO rules and which SOPEC and its Supplier have elected to serve. Customers that shall not be included in the Opt-Out 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 customers shall be notified of the Opt-Out 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). Customers may be offered a program electric supply product and one or more optional supply products through the opt-out notice. If options are provided, the customer may decline all products by opting-out of the Opt-Out Aggregation Program. Customers that do not choose to opt-out will be automatically enrolled in the program product, unless they make arrangements with the Supplier, as specified in the opt-out notice, to take one of the optional supply products.

During this 21-day opt-out period customers also may choose another competing supplier, or receive service from their local distribution company. Participating customers will be given the opportunity at least every three years after the initiation of service to opt-out of the Opt-Out Aggregation Program without interruption of their current service, or payment of a penalty or switching fee. In addition, participating customers can leave the Opt-Out Aggregation Program at any time without being subject to early termination fees. These participating customers can leave the Opt-Out Aggregation Program early in accordance with the terms and conditions of their supply contracts.

Customers who move to a SOPEC member community (including those who move from another SOPEC member community), and are considered by the distribution utility to be new electric customers, may participate in the Opt-Out Aggregation Program at the existing price and terms offered for that customer class, or other terms specified under the supply contract(s). Such new electric customers can also choose to opt-out of the Opt-Out Aggregation Program at no charge during the initial 21-day period after the postmark date on the opt-out notice and at subsequent opt-out periods of at least every three years.

Opt-In Aggregation. Supplier(s) and SOPEC may contact customers in SOPEC member communities regarding the opportunity to participate in the Opt-In Aggregation Program, or customers may contact the Supplier(s) regarding such opportunities. Supplier(s), with SOPEC’s consent, will determine the terms and conditions of service, as well as the customers’ rates, subject to written policies mutually agreed upon by the SOPEC and Supplier(s). For purposes of the Opt-In Aggregation Program, customers are enrolled by obtaining their affirmative consent directly (in person, by mail or facsimile), telephonically or electronically in accordance with the PUCO’s rules and the electric distribution utility’s tariff. Participating customers who terminate their contracts with the supplier prior to their contracts’ expiration may be subject to an early termination fee which will be described in their supply contract, if applicable.

Endorsement Program. SOPEC also may initiate an Endorsement Program whereby it may endorse any competitive retail electric service supplier to offer within SOPEC’s member

communities or otherwise to a SOPEC Member or non-Member products that are not included in the Aggregation Program.

VII. Notification of Opt-Out Aggregation Program Customers

Prior to initiation of Opt-Out Aggregation Program service, all opt-out eligible customers shall be notified of the opt-out terms. The process of notification shall be as follows:

1. A separate mailing
2. Newspaper notices
3. Public service announcements
4. Posting of prominent notice in the local government office building in each member community

Prior to enrollment in the Opt-Out Aggregation Program, notification shall be mailed in a timely manner for receipt by customers prior to their start of service day. The opt-out period is 21 days. The notification shall include the following elements:

1. A summary of all actions taken by SOPEC to authorize the Aggregation Program;
2. A description of the services offered by the Opt-Out Aggregation Program
3. A statement informing customers of their right to opt-out of the Opt-Out Aggregation Program at least every three years, without interruption of their current service, or payment of a penalty or switching fee;
4. A statement indicating that any customer returning to the distribution utility after commencement of the Opt-Out Aggregation Program may pay the market price for power;
5. 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;
6. An itemized list and explanation of all fees and charges not incorporated in the base Opt-Out Aggregation Program rates but that will be charged for participation in the Opt-Out Aggregation Program if any;
7. Disclosure of the dates covered by the Opt-Out Aggregation Program, including the estimated start date;
8. Disclosure of any credit and/or deposit requirements;
9. Disclosure of any limitations or conditions on customer acceptance into the Opt-Out Aggregation Program;
10. If applicable, inform customers whether SOPEC 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 customers that non-standard service offer rates and conditions may apply if the customer returns to the electric utility after the opt-out period;

11. 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;
12. A customer-friendly opt-out form (e.g., a postcard) to return to SOPEC or Supplier indicating whether the customer has opted out of the Opt-Out Aggregation Program.
13. A toll free phone number that customers can call to opt-out of the Opt-Out Aggregation Program.
14. Inform customers that they must return the completed opt-out form to the Supplier(s) or contact the Supplier(s) via telephone within the 21-day opt-out period to opt-out.
15. Inform customers that they shall be automatically included in the Opt-Out Aggregation Program if they do not return the opt-out form or do not call the Supplier within the 21-day opt-out period.
16. Inform customers in the terms and conditions of their supply contracts that SOPEC will not charge any early termination fees.
17. All charges to be made and a comparison of the primary terms of SOPEC's selected contract compared to the Standard Offer; and
18. Information about eligible energy efficiency and distributed energy customer options.

Customers that do not return the opt-out form within 21 days or do not call the Supplier within the 21-day opt-out period to opt-out shall be automatically included in the Opt-Out Aggregation Program.

Eligible customers who relocate to a SOPEC member community shall be included in the Opt-Out Aggregation Program, subject to their opportunity to opt-out. The selected Supplier(s) shall provide standard opt-out notification materials to customers who have relocated to member communities, or customers who otherwise are eligible to join the Opt-Out Aggregation Program. The new customer may participate in the Opt-Out 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 Opt-Out Aggregation Program at no charge during the opt-out period. At least every three years, customers may be permitted to opt-out of the Opt-Out Aggregation Program at no fee.

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. Customers may be considered for re-enrollment in the Opt-Out Aggregation Program once they have met the requirements of law and are current on bill payment.

VIII. The City of Athens, Ohio Carbon Fee

Pursuant to the #3 Advisory Election of Athens City on May 8, 2018 ("Advisory Election"), the voters of the City of Athens, Ohio granted SOPEC the authority to charge a 2 mills retail carbon fee for each kilowatt hour of electric consumption used by SOPEC retail electric customers in the City of Athens, Ohio (such fee, the "Carbon Fee"). The Advisory Election also authorized SOPEC to use all Carbon Fee revenues to fund local public solar projects. All

SOPEC retail electric customers within the City of Athens shall automatically pay the Carbon Fee, except for those customers who elect to opt out of payment of the Carbon Fee. SOPEC's supplier shall collect the Carbon Fee from participating customers enrolled in the Program in the jurisdiction of the City of Athens who have not elected to opt out of the Carbon Fee.

All Carbon Fee revenues shall be used for the purposes of promoting and supporting local solar projects. SOPEC, in its sole discretion, shall determine how the Carbon Fee revenues shall be distributed to proposed local solar projects.

IX. Customer Service

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

SOPEC will ensure that customers are provided with adequate, accurate and understandable pricing and terms and conditions of service, including any fees, opt-out opportunities, including the conditions under which a customer may rescind a contract without penalty.

Supplier shall utilize the billing services of the local distribution company to render timely billings to each participating customer; except where bills will be directly managed by the Supplier for the purposes of providing energy efficiency, distributed generation or other options as specified under contract.

All bills shall comply with PUCO rules, regulations, and requirements regarding the essential components and formats. Credit and collection processes concerning billing will remain the sole responsibility of the selected Supplier and the local distribution company as provided by state law. Under no circumstances shall SOPEC have any responsibility for payment of any bills.

Unless otherwise specified in customers' supply contracts, all billing shall be based on the meter readings generated by meters of the distribution company at the customer's facilities. Customer bills shall be rendered monthly. Customers are required to remit and comply with the payment terms of the distribution company 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 customer'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.

X. Customer Protections

The following customer protection provisions are anticipated to be contained in customers' contracts with the Supplier(s):

1. Title to and risk of loss with respect to the electric energy will transfer from the Supplier to participating customers at the Point-of-Sale, which is the customer's side of the meter.

2. Energy delivered pursuant to the customer's 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 customer 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.
3. Recognizing that electricity provided under the customer's 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 customer'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.
4. Given the increasing interest in and need for high levels of reliability, the supply contract will help assure that participating customers in SOPEC member communities receive power supply with reliability equal to that of native load customers for the distribution company. The Supplier is providing generation and, unless provided by the utility, transmission services, and participating customers must rely upon the distribution company for regional transmission, and local transmission and distribution services for ultimate delivery of electricity where reliability problems 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 Point-of-Delivery, and shall give the highest priority of supply to the electricity made available under the customer's supply contract consistent with the requirements of law and equivalent to network service available to native load customers.

XI. Customer Complaints

It is important that customer complaints be directed to the proper party. The selected Supplier shall ensure that each participating customer 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(s) shall handle all complaints in accordance with applicable laws and regulations. Problems regarding the selected Supplier can be directed to SOPEC or the PUCO. SOPEC will continue to monitor the selected Supplier for compliance with customer protection provisions in the customer's contract with Supplier and timely resolution of customer problems. Problems regarding the selected Supplier(s) can be directed to SOPEC 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. The Office of the Ohio Consumers' Counsel ("OCC") represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at. SOPEC can be contacted at or 740-597-7955.

At the request of SOPEC, the 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 problem in the selected Supplier's service, SOPEC will pursue timely remedial action or consider the Supplier in breach of its supply contract with SOPEC.

XII. Termination of Participation in the Opt-Out Aggregation Program

The Opt-Out Aggregation Program may be terminated for participating customers 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 SOPEC.

In the event of termination of the Opt-Out Aggregation Program, each customer receiving power supply services under the Opt-Out Aggregation Program will receive notification of termination of the program ninety days before termination. SOPEC shall utilize appropriate processes for entering, modifying, enforcing, and terminating agreements pertinent to the Opt-Out Aggregation Program consistent with the requirements of local ordinances or resolutions, state and federal law.

XIII. Termination of Participation in the Opt-In Aggregation Program

Termination of the Opt-In Aggregation Program will be governed by the terms of individual opt-in customers' supply contracts. An individual Opt-In Aggregation Program customer who chooses to terminate participation in the Aggregation Program before the expiration of the customer's supply contract(s) may be required to pay an early termination fee, if applicable. Any obligation to pay an early termination fee, if any, will be made a part of the customer supply contract(s). Opt-In Aggregation Program Customers who move from a member community will have no penalties or early termination fees.

XIV. Organizational Structure

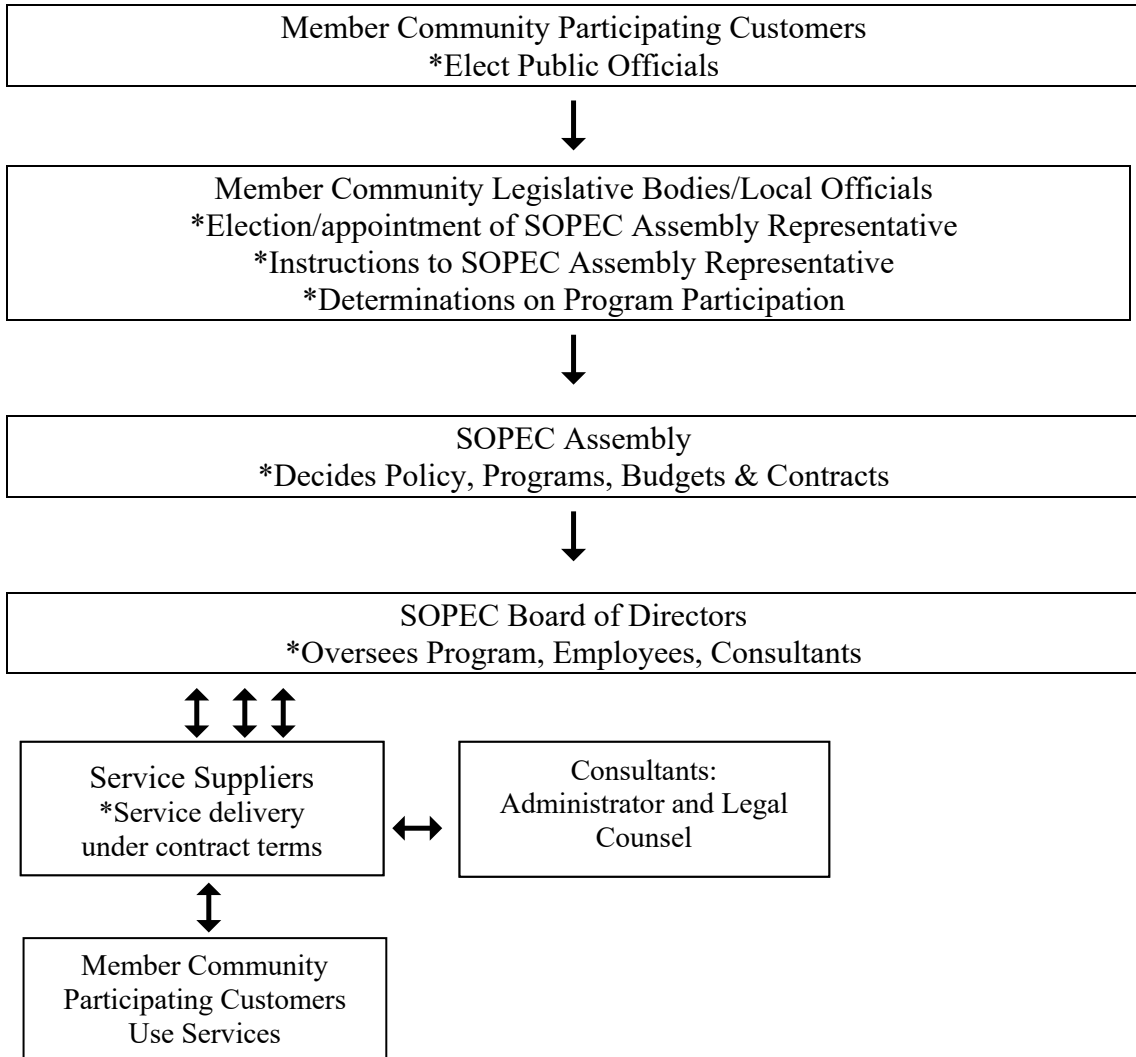
Each SOPEC member community shall have one representative in the SOPEC Assembly; which will serve as the legislative body for the organization. Members shall elect a Board of Directors. The Board of Directors of SOPEC shall oversee the implementation and operation of the Aggregation Program consistent with the provisions of the R.C. 4928.20 and the Bylaws of the SOPEC organization.

SOPEC shall act 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 other guarantees sufficient to protect customers and the electric distribution utility. SOPEC may contract with service providers to achieve this purpose.

Outline of Structure:

1. **Community Citizens:** Customers can influence the program through elections that put in place officials that will appoint and control the assembly members.
2. **Member Communities Legislative Bodies/Local Officials:** Local officials may act on program and policy issues. They may individually choose to participate in additional programs of SOPEC, or terminate the community's participation in SOPEC. They may also raise issues directed to them by customers for the SOPEC Assembly and Board to address.
3. **SOPEC Assembly:** This is the legislative body of the organization, reviews its policies and contracts, and votes in the Board of Directors.
4. **SOPEC Board of Directors:** The Board of Directors shall manage the day-to-day operations of SOPEC, and may appoint agents and contract for services, and shall keep the Assembly informed of such actions.
5. **Service Suppliers:** Suppliers will contract with SOPEC to provide retail electric supply, energy efficiency, and local energy as part of contracts; and will report to SOPEC in carrying out these responsibilities.
6. **Member Community Participating Customers:** Participating customers in member communities will benefit from the professional representation and consumer protections provided under the negotiated service contracts. Individual customers may opt-out of participation and may also bring issues before their local legislative body.

**SOPEC Member Electric Aggregation Program
Organizational Structure**



XV. Certification

No governmental aggregator shall send an opt-out disclosure notice to potential customers of an aggregation prior to the governmental aggregator being certified by the commission. The certification of governmental aggregators is governed by Chapter 4901:1-21-16 of the Ohio Administrative Code (“O.A.C.”) and R.C 4928.20. R.C. 4928.20 allows municipalities, townships, and counties to join together and combine their resources for development and implementation of an electric aggregation program.

XVI. Aggregation Program Funding

SOPEC 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 customers to cover costs of the program. Such funds will be collected by the Supplier and paid to SOPEC. In the event additional funding for SOPEC is required, each SOPEC member may be assessed an annual fee pursuant to the agreement establishing SOPEC. The funding will be utilized for all Aggregation Program Operations.

XVII. Modification of SOPEC’s Plan

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

As adopted 10/27/2014
As amended 09/29/2017
As amended 01/23/2018
As amended 02/18/2021

AMENDED AND RESTATED BYLAWS
GOVERNING THE
SOUTHEAST OHIO PUBLIC ENERGY COUNCIL
(DBA SUSTAINABLE OHIO PUBLIC ENERGY COUNCIL)

WHEREAS, certain municipal corporations, counties, townships, and other political subdivisions under the laws of the State of Ohio (each, a “Member”) entered into an Agreement Establishing the Southeast Ohio Public Energy Council, also referred to herein as “SOPEC”, which also may do business under one or more trade names, including the Sustainable Ohio Public Energy Council, (the “Agreement”) pursuant to Ohio Revised Code Chapter 167, for the purpose of carrying out the Aggregation Programs pursuant to Ohio Revised Code Section 4928.20, and any Additional Programs which the Members or Board of Directors of the Council may approve, from time to time, and which are authorized under the laws of the State; and

WHEREAS, Ohio Revised Code Section 167.04 requires and the Agreement provides that the Council shall adopt Bylaws designating the officers of the Council and the method of selection thereof, creating a governing board to act for the Council, appointing a fiscal officer, and providing for the conduct of the Council’s business; and

WHEREAS, each Member has by duly adopted legislation authorized its representative to approve these Bylaws, and the representatives of the Members have met for the purpose of adopting and amending these Bylaws in accordance with Ohio Revised Code Section 167.40 of the Agreement.

NOW, THEREFORE, the following provisions shall constitute the Bylaws of the Council:

Section 1. Definitions.

Any capitalized word or phrase used in these Bylaws and not otherwise defined herein, shall have the meaning given in Exhibit A of the Agreement as the Agreement may, from time to time, be amended, modified, or supplemented in accordance with Section 13 hereof.

Section 2. Inclusion of Members.

Any municipal corporation, county, township, or any other political subdivision under the laws of the State of Ohio may apply to become a Member of the Council by submitting an application in writing to the Board of Directors, accompanied by duly adopted legislation authorizing inclusion in the Council, execution of this Agreement and approval of the Bylaws. The Board of Directors shall review the application and by duly adopted resolution, the applicant municipal corporation, county, township, or other political subdivision under the laws of the State of Ohio shall be included in the Council and deemed a Member hereunder if its inclusion is

approved by the affirmative vote of at a least majority of the Board and the applicant municipal corporation, county, township, or other political subdivision under the laws of the State of Ohio executes the Agreement. The applicant shall thereafter be a Member and, if then applicable, may be assessed its portion of the Aggregation Costs by the same method and using the same formula as any other Member, in accordance with the Agreement and Bylaws.

Section 3. Withdrawal of a Member.

- (A) Any Member wishing to withdraw from membership in the Council shall notify the Council in the manner described in Section 3(C) hereof and such withdrawal shall, except as otherwise provided in this Section 3, cause such Member's membership in the Council to be terminated. Such termination shall not be effective until the end of the applicable opt-out period as to any electricity or natural gas aggregation program of the Council under which service is being provided to customers in the Member's community.
- (B) Any Member wishing to withdraw from participation in any Program of the Council shall notify the Council at least ninety (90) days before the end of the applicable opt-out period for the Council's electricity or natural gas program in the manner described in Section 3(C) hereof. A withdrawal from participation in a Council Program is not a withdrawal from Membership as long as the Member continues to participate in at least one Council Program.
- (C) Any notification of withdrawal of a Member from Membership in the Council or from participation in a Council Program must:
 - (i) be given in writing to the Council at least ninety (90) days before the end of the applicable opt out period for the Council's electricity and natural gas programs; and
 - (ii) include a certified copy of duly adopted legislation of the governing body of the withdrawing Member authorizing such withdrawal.
- (D) After withdrawal from membership in the Council, the withdrawing Member may not become a Member again until it has fully complied with the procedures contained in Section 2 hereof.

Section 4. Assembly.

The Assembly shall be the legislative body of the Council. The Assembly shall be composed of the representatives of the Members. Each Member shall have one representative to the Assembly, who: (i) in the case of municipal corporations, shall be the mayor or manager or

an appointee of such officer; or (ii) in the case of counties, townships, or any other political subdivisions under the laws of the State of Ohio, shall be a person of its governing board or an officer chosen by such governing board. All representatives to the Assembly shall serve without compensation.

An Assembly representative may designate another Assembly representative as a proxy at any meeting by delivering (which may be done electronically) to the Chairman of the Council a written designation of that proxy.

- (A) **Officers.** The officers of the Board of Directors shall be the officers of the Council and its Assembly and shall consist of a Chairman, Vice-Chairman, and Treasurer, who each shall be selected pursuant to Section 5 hereof. The Chairman (and in the Chairman's absence, the Vice-Chairman) shall preside at Assembly meetings. If for any reason the offices of the Chairman and Vice-Chairman are vacant, the person serving as Executive Director, if any, shall preside as temporary Chairman until a Chairman is elected by the Board of Directors. If the Council does not have an Executive Director and the offices of the Chairman and Vice-Chairman are vacant, the person serving as Fiscal Agent or their designee shall preside as temporary Chairman until a Chairman is elected by the Board of Directors.
- (B) **Resolutions.** A majority of all representatives to the Assembly (including proxies delivered to the Chairman) shall constitute a quorum to transact business except as otherwise provided in the Agreement or these Bylaws. Each representative (including the Chairman and Vice-Chairman) shall have one vote; provided, however, that when a matter is to be voted upon which is of concern to only one or more but not all Programs of the Council, only representatives of participating Members of those Programs shall be entitled to vote on that matter and only those representatives shall be counted for purposes of determining whether a quorum is present. All legislative action of the Assembly shall be by resolutions entered on its records. Except as otherwise provided in the Agreement, the affirmative vote of at least a majority of all of the representatives to the Assembly eligible to vote on a matter (not counting vacancies) shall be required for the enactment of every resolution. Unless otherwise specifically stated in the resolution, all resolutions shall be effective immediately upon enactment, subject to any authorizations or certifications required by the Ohio Revised Code to be made by the Fiscal Agent or the Members.
- (C) **Meetings.** The Assembly shall meet on a day of each November designated by the Board of Directors and at such other times as may be required by the Chairman or as may be requested, in writing to the Executive Director, by any two (2) or more Directors. Written notice of each meeting shall be served by the Executive Director upon each Assembly representative not less than twenty-four (24) hours preceding the time for the meeting, and shall state the date, time, and place of the meeting and subject or subjects to be considered at the meeting. The requirements

of and procedures for notice may be waived in writing by each representative and any representative shall be deemed conclusively to have waived such notice with respect to a meeting by their attendance at that meeting. At the request of the Chairman and with the approval of a majority of the Directors, the annual meeting of the Assembly may be rescheduled to such other dates as may be so approved by the Board of Directors; provided, however, that actions required by this Agreement to be taken by the Assembly at its annual meeting are taken by the Assembly within thirty days of the scheduled annual meeting date in November.

Pursuant to Ohio Revised Code Section 121.22(F), the Assembly shall by rule, establish a reasonable method whereby any person may determine the time, place, and purpose of its meetings. All meetings of the Assembly shall be open to the public, subject to the exceptions in Ohio Revised Code Section 121.22(G). The Assembly may, but need not, adopt other rules.

(D) Powers and Duties of Assembly.

- (1) At its annual meeting, the Assembly shall review the annual report of the Council, including but not limited to, the financial status of the Council's operation, operation of the Aggregation Programs, and any Additional Program being considered.
- (2) At its annual meeting, the Assembly shall consider, upon submission by the Board of Directors, and thereafter modify, if necessary, and approve the annual appropriations of the Council for the next Fiscal Year based upon the estimate of Aggregation Costs and any Additional Program Costs determined. The Board of Directors shall have the authority to revise the appropriations between Assembly meetings.
- (3) At its annual meeting, the Assembly shall select the Directors for the Board of Directors for the next Fiscal Year in accordance with Section 5 hereof.
- (4) The following matters shall be submitted to the Assembly and are subject to final approval by the Assembly: the annual appropriations of the Council for each Fiscal Year; selection of the Board of Directors; assessment of Aggregation Costs to Members, and such other matters of the Board of Directors or the Assembly may, from time to time, determine to be matters requiring approval by the Assembly.

Section 5. Board of Directors.

The Board of Directors shall be the policy making body of the Council.

- (A) **Composition.** The Board of Directors shall be composed of at least five (5) Directors which shall include the five (5) Members in the Council featuring the largest populations as measured at the most recent decennial U.S. Census. The Board of Directors also shall be composed of up to one additional Director representing each region of the Council, as designated by the Board, up to, and not to exceed five (5) regions, of Members in the Council, who shall be an Assembly representative and shall be elected by the Assembly representatives of each respective region at the annual meeting of the Assembly, provided that the affirmative vote of at least a majority of the representatives to the Assembly of each such region shall be required to elect any Director of such region. In the event a Member in the Council is one of the five (5) largest populations in the Council and is also the only Member in its region, there shall be no second Director position filled for such region. In the event that each region is represented and one or more Director positions remain to be filled, those Director positions shall be filled by representatives receiving an affirmative vote of at least a majority of the Assembly. In addition, there shall be up to five (5) Directors at-large, elected by the affirmative vote of at least a majority of the representatives to the Assembly. No Member in the Council shall have more than one (1) Director representative.

In no event shall there be more than fifteen (15) Directors.

The Fiscal Agent of the Council may attend all meetings of the Board of Directors but shall not have a vote.

- (B) **Terms of Office.** Assembly representatives elected to serve on the Board of Directors at the first organizational meeting shall serve the following terms of office: Half, or as close as possible to half, of the Directors shall each serve a two-year term and the other half, or as close as possible to half, shall each serve a one-year term. Thereafter, any Assembly representative elected to serve on the Board of Directors shall serve a two (2) year term of office. If the number of Directors is increased (not to exceed six (6) regions in total) as a result of an increase in the number of regions represented by the membership in the Council, then the terms of those additional Directors shall be set by the Board so that half, or as close as possible to half, of the Directors shall be elected every year. There shall be no limit to the number of terms to which a person may be elected or appointed. All Directors (exclusive of ex-officio members) shall serve without compensation.

In the event that a vacancy occurs on the Board of Directors, the remaining Directors shall meet and appoint an Assembly representative to fill the vacancy until the next meeting of the Assembly at which elections of Directors are held.

- (C) **Meetings.** The Board of Directors shall hold regular meetings not less than once per calendar quarter at such times as may be determined by the Board or the

Chairman. Special meetings shall be held at such other times as may be requested by the Chairman. Written notice of each meeting shall be served by the Executive Director upon each Director not less than twenty-four (24) hours preceding the time for the meeting, and shall state the date, time, and place of the meeting and subject to be considered at the meeting. The requirements of and procedures for notice may be waived in writing by each Director and any Director shall be deemed conclusively to have waived such notice with respect to a meeting by their attendance at that meeting. An organizational meeting of the Board of Directors shall be held after the Agreement Establishing SOPEC is approved by the first three (3) member organizations.

- (D) **Attendance.** Directors are expected to attend Board meetings. Any Director who is absent from three (3) Board meetings without excuse or without providing their proxy during a twelve-month period is subject to removal from the Board. The remaining Directors shall meet and appoint a person to fill the vacated seat until the next meeting of the General Assembly at which elections of Directors are held.
- (E) **Officers.** At its first meeting in each Fiscal Year, the Board of Directors shall convene and organize. The Chairman of the Board shall be elected to serve a one-year term by the Board of Directors from its Directors by majority vote of all its Directors. The Chairman whose term has expired shall preside as temporary Chairman until the Chairman is elected. In the absence of the prior Chairman, the prior Vice-Chairman shall be elected to serve a one (1) year term by the Board of Directors by a majority vote of its Directors.
 - (1) **Chairman.** The Chairman shall preside at all meetings of the Board of Directors and the Assembly. The Chairman's duties shall also include, but not be limited to: preparing agendas for each meeting of the Board of Directors and arranging for distribution of such agendas so that each Director receives an agenda at least seven (7) days in advance of each regularly scheduled Board meeting and as soon as practical before any specially scheduled Board meeting; and presenting an annual report to the Assembly at its annual meeting, or distribution of such report to the Members, concerning the activities and operations of the Council. In the event of a tie on matters subject to a vote of the Board of Directors, the Chairman shall cast the tie-breaking vote.
 - (2) **Vice-Chairman.** In the absence of the Chairman, the Vice-Chairman shall preside at meetings of the Board of Directors and the Assembly. The Vice-Chairman shall succeed to the office of the Chairman, should that office be vacated before the end of a term, and shall assist the Chairman in the discharge of their duties.

- (3) **Treasurer.** The Treasurer shall oversee the financial operations of the Council and shall oversee the Council's Fiscal Agent and Fiscal Officer in connection therewith.
- (4) **Executive Director.** The Executive Director or their designee shall provide written notice to all Directors on the Board of Directors of all meetings of the Board in accordance with paragraph (C) of this Section. Minutes of all meetings of the Board shall be kept by the Executive Director or their designee and distributed to each Director within thirty (30) days following each Board meeting. The Executive Director or their designee shall provide Assembly Members with written notice of all Assembly meetings in accordance with Section 4 hereof. The Executive Director shall perform such other duties as the Chairman may request. If no Executive Director is hired, the above assignments will be performed by the Fiscal Agent. If the Board of Directors decides to hire a chief executive officer for the Council, then this person will be titled the Executive Director. The Board of Directors shall provide a job description for this position.
- (5) **Fiscal Agent.** The Board of Directors shall provide for the employment of a Fiscal Agent either by:
 - (a) contracting with a Member; or
 - (b) hiring a person to perform the duties of the Fiscal Agent, who shall be the Fiscal Officer. Separate Fiscal Agents may be hired to handle specific Programs or assigned to the Fiscal Officer if such employee is hired. The Fiscal Agent shall receive and disburse all funds of the Council, prepare all necessary fiscal reports for the Board of Directors and the Assembly, and undertake all other financial transactions necessary to the work of the Council; or
 - (c) designating the Council as its own Fiscal Agent.

The Fiscal Agent of the Council shall obtain and keep in force a fidelity bond, in an amount determined by the Board of Directors and with a surety company approved by the Board of Directors, or, in lieu of a separate fidelity bond, the Board of Directors may direct the Fiscal Agent to continue and keep in force any existing fidelity bond the Fiscal Agent may have which the Board of Directors determines to be adequate. In either case, the Council shall be named as an insured on such bond and the amount thereof shall not be reduced without prior written consent of the Board of Directors.

The Fiscal Agent and the Executive Director may be held by the same person or by two different persons.

(F) **Powers and Duties of the Board of Directors.** The Board of Directors shall have the authority to:

- (1) Consider and approve any purchases of equipment, facilities, or services for the Council, and employment of personnel by the Council; provided that the cost thereof is within the Aggregation Costs approved by the Assembly.
 - (a) Make recommendations to the Assembly concerning any matter relating to the Council and its Programs, including but not limited to:
 - (i) amendments to or modifications of the Agreement and Bylaws;
 - (ii) appropriations of the Council; and
 - (iii) disqualification of Members.
- (2) Direct the Fiscal Agent concerning any disbursements from the Aggregation Fund.
- (3) By affirmative vote of a majority of Directors and upon certification to the Board by the Fiscal Agent that the proposal is within the limits of the Council's resources, amend the budget and appropriations of the Council.
- (4) Approve the inclusion of additional Members into the Council.
- (5) Enter into any and all necessary and incidental contracts to facilitate the aggregation of the retail electric and natural gas loads within the jurisdiction(s) of the Members.
- (6) Approve and authorize any new Program of the Council and the terms and conditions of any Program Agreement, including eligibility of any Member or non-member to participate in any such Program, and costs thereof, if any, under any such Program Agreement.
- (7) Enter into any and all necessary and incidental contracts to carry out all Programs of the Council; and
- (8) Establish one or more standing or Advisory Committees of the Board of Directors.

Section 6. Advisory Committees.

One or more Advisory Committees may be appointed by the Board of Directors to assist the Board of Directors in the management of any Program of the Council. The members of an Advisory Committee shall be appointed by and shall serve at the pleasure of the Board of Directors. Each Advisory Committee shall perform the duties directed by the Board of Directors.

Each Advisory Committee shall elect from its membership a Chairman and Vice-Chairman, who shall each serve for a term of one (1) year or such shorter period of time as the Advisory Committee may be in existence. The Chairman shall preside at all Committee meetings and prepare the agenda for each meeting following consultation with the Executive Director or Board of Directors. In the absence of the Chairman, the Vice-Chairman shall preside at Committee meetings. The Vice-Chairman shall succeed to the office of the Chairman, should it be vacated before the end of a term, and shall assist the Chairman in the discharge of the Chairman's duties.

Each Advisory Committee shall make recommendations to the Board of Directors concerning any matter referred to it by the Board of Directors.

Section 7. Employees and Consultants.

The Board of Directors may employ the Fiscal Agent and the Executive Director for the Council. In addition, the Board of Directors may employ other persons and may contract for the services of independent contractors, consultants, legal counsel, or experts as the Board of Directors deems necessary or appropriate for the proper operation and administration of the Council and its Programs. Any staff employed by the Council shall be determined by the Board of Directors to have the educational background and work experience necessary to discharge the duties assigned to that person by the Board of Directors. The Board of Directors shall establish the salaries, benefits, and work and disciplinary rules for the Council's staff, and shall direct the hiring and discharge of that staff. The Board of Directors of the Council may designate the Executive Director to be responsible for the supervision of the Council's staff. The salaries and independent contractors, consultants, legal counsel, or experts shall be paid either as Aggregation Costs or Additional Program Costs from their respective accounts as determined by the Board of Directors.

Section 8. Equipment and Facilities.

The Council may purchase, lease, or otherwise provide supplies, materials, equipment, and facilities as it deems necessary and appropriate to carry out the Programs of the Council. The Council shall comply, to the extent applicable, with the provisions of the Ohio Revised Code with respect to the procedures for bidding and letting of contracts for the acquisition, repair, or improvement of its facilities, equipment, and supplies. The Fiscal Agent of the Council shall, at the direction of and on behalf of the Board of Directors, enter into all contracts or leases for supplies, materials, equipment, or facilities of the Council.

Section 9. The Aggregation Programs: Additional Programs of the Council.

The Members will act jointly through the Council to establish and implement the Aggregation Programs pursuant to Ohio Revised Code Section 4928.20. Each Member has adopted legislation, and approval by the electors of each Member has been or will be obtained, authorizing the Aggregation Programs. Upon certification of the Members or the Council by the PUCO, as may be applicable, the Council, on behalf of the Members, may effect the aggregation of the retail electric and natural gas loads located within the jurisdictions of the Members. The Council may negotiate and enter into all necessary contracts and take any other necessary and incidental actions to effect and carry out the purposes of the Aggregation Programs for the benefit of the Members and their respective electricity and natural gas consumers.

The Board of Directors shall oversee and manage the operation of the Aggregation Programs and may adopt policies and procedures supplementing the general terms of this Agreement and the Bylaws.

The Board of Directors shall develop a plan of operation and governance for the Aggregation Programs pursuant to Ohio Revised Code Section 4928.20 to be adopted by each Member.

The Council may establish, in addition to the Aggregation Programs, such other Additional Programs as the Board of Directors may approve. Each Additional Program shall be established by an Additional Program Agreement among the Members or non-members of the Council whose governing bodies have determined to participate in the Additional Program and have approved an Additional Program Agreement. Each Additional Program Agreement shall be reviewed and approved by the Board of Directors prior to execution by any Member or non-member.

Each Additional Program Agreement shall include but not be limited to provisions that:

- (A) Direct the Board of Directors concerning the management of the Additional Program and define matters which must be submitted to the participating Members for decision;
- (B) Establish procedures for budgeting Additional Program Costs and apportioning Additional Program Costs among the participating Members and non-members;
- (C) Establish one or more funds into which all monetary contributions for Additional Program Costs shall be deposited;
- (D) Determine the method and timing of inclusion of additional participating Members and non-members;
- (E) If determined to be necessary or desirable, appoint a Fiscal Agent for the Additional Program different from the Fiscal Agent for the Council; and
- (F) Determine the disposition, upon termination of the Additional Program, of any supplies, equipment, facilities or moneys held in connection with the operation of the Additional Program.

Section 10. Conduct of Meetings.

All meetings provided for in these Bylaws shall be conducted in accordance with the latest edition of Robert's Rules of Order, Revised unless otherwise directed by these Bylaws or by resolution of the Assembly, the Board of Directors, or any Advisory Committee with respect to the meetings of each of those bodies. The Chairman of each of those bodies shall be the parliamentary procedure officer and their decisions with respect to matters of parliamentary procedure shall be final. If permitted by Ohio law, all meetings provided for in these Bylaws may be conducted electronically.

Section 11. Amendment to Agreement or Bylaws.

The Agreement may be modified, amended, or supplemented in any respect not prohibited by law upon the approval of the modification, amendment, or supplement by the representatives of at least two-thirds (2/3) of the Members; and the amendment, modification, or supplement shall thereupon become binding upon all Members.

These Bylaws may be modified, amended, or supplemented in any respect upon approval of the modification, amendment or supplement by at least two-thirds (2/3) of the Members' representatives, and the approved amendment, modification, or supplement shall only thereupon become binding upon all Members.

Section 12. Termination of the Agreement.

In the event that the governing bodies of eighty percent (80%) of the Members, by duly adopted legislation, determine that the Agreement shall be terminated, the Board of Directors shall meet within thirty (30) days following its receipt of certified copies of the legislation. At that meeting, the Board of Directors shall determine the date upon which the Agreement and the activities and operations of the Council shall terminate and make recommendations to the Assembly with respect to any matter which must be resolved in connection with the termination of the Council and which is not addressed by the Agreement, the Bylaws, or any Program Agreement.

Upon termination of the Agreement, any Additional Program Agreement shall automatically terminate. After payment of all known obligations of the Council in connection with each Additional Program, any surplus remaining in any Additional Program fund shall be distributed among the participating Members in the manner provided in the Additional Program Agreement. After payment of all known obligations of the Council, any surplus remaining in the Aggregation Fund shall be distributed among the Members participating in the Aggregation Programs proportionally based on the number of electric and natural gas accounts enrolled in the Aggregation Programs prior to the date upon which the Board of Directors determines that the Agreement and activities and operations of the Council shall terminate in accordance with this Section 12.

No Member shall be required, by or under the Agreement or the Bylaws herein, by an amendment or otherwise, to pay any sum upon termination hereof, unless it shall have expressly agreed thereto.

Section 13. Initial Operation of the Council.

In the first Fiscal Year of the Council's operation, actions required by these Bylaws to be taken at the annual meeting of the Assembly or the first meeting of the Board of Directors shall be taken as soon as practical upon the establishment of the Council.

ADOPTED this 27th day of October, 2014.

AMENDED January 22, 2015.

AMENDED January 23, 2018.

AMENDED June 27, 2018.

AMENDED February 18, 2021.

AMENDED November 17, 2022.

SOUTHEAST OHIO PUBLIC ENERGY COUNCIL
(DBA SUSTAINABLE OHIO PUBLIC ENERGY COUNCIL)