

**CITY OF COLUMBUS
ELECTRIC AGGREGATION
PROGRAM**

***OPERATION AND GOVERNANCE
PLAN***

Prepared by:



Adopted on November 23rd , 2020

I. Overview

In November 2020, a majority of voters authorized the City of Columbus (City) to create a form of governmental electric aggregation known as “opt-out” aggregation and to create an opt-out retail electric Community Choice Aggregation Program (Aggregation Program) for the City’s residents and small businesses in the incorporated areas of the City served with distribution service by AEP Ohio consistent with Section 4928.20 of the Ohio Revised Code. Under the opt-out Aggregation Program, all eligible electric consumers¹ within the City’s limits will be automatically included in the Aggregation Program; however, all consumers will also be given the opportunity to opt out of or decline participation in the Aggregation Program as detailed herein. Additionally, eligible consumers participating in the Aggregation Program (Participants) who leave the Aggregation Program and wish to return, consumers who affirmatively choose to participate in the Aggregation Program, and consumers who move into the City after the initial opt-out period may be afforded the opportunity to enroll in the Aggregation Program on an opt-in basis.

The purpose of the Aggregation Program is to represent local consumer interests in competitive electricity markets by combining multiple electric loads within the City's limits and negotiating competitive, reliable electric supplies and other related services on behalf of the City’s residents and small commercial consumers within the incorporated areas of the City that satisfy the City’s following goals: 1) provide competitive retail energy supply costs for Columbus citizens and small businesses, including renewable energy; 2) support renewable energy development, especially local renewable energy generation, and energy savings via energy efficiency programs, and advance Columbus’ sustainable economy; and 3) to ensure that the selected energy supplier provides quality, reliable service and first-rate customer service at competitive rates.

The City has committed to an Aggregation Program with a 100% renewable energy supply by 2022 that satisfies the above-stated goals. The City is also committed to a Program that supports sustainability efforts, energy efficiency, and other policy priorities of the City that benefit the Columbus community. Additionally, the City has a community-wide goal to be carbon neutral by 2050, aligning with global efforts to combat climate change and limit global temperature rise by 1.5 degrees Celsius, and is committed to emissions reduction efforts, energy efficiency, and renewable energy development to help meet these goals.

Many small commercial and residential electric consumers lack the knowledge, expertise, and bargaining power to effectively negotiate power supply rates and services. A governmental aggregation program provides these consumers with an option for expert representation and the bargaining power of a larger, more diverse consumer group that may

¹ Eligible electric consumers are defined as residents and small commercial businesses (with an annual energy use of 700,000 kWh or less and not part of a national account) that are eligible to participate in a governmental aggregation in accordance with R.C. 4928.20, and shall not include certain customers as provided in R.C. 4928.20(H) and 4928.21(C), as well as Rule 4901:1-21-17(E), O.A.C.

be more attractive to suppliers, allowing them to effectively participate in the competitive process and achieve the benefits of retail electric competition.

The Aggregation Program is designed to combine multiple electric loads in order to provide competitive retail energy supply costs and products for those who participate in the Aggregation Program, and/or to gain other favorable economic and non-economic terms in energy supply agreements. The City may pursue governmental aggregation individually or in cooperation with other legislative authorities. The City will not buy and resell power, but will act as the agent for the Aggregation Program, representing the collective interests of the consumers in the City to establish the terms and conditions for electric service. Through a negotiation process, the City and its Consultant will develop a contract with a Competitive Retail Electric Service Provider (CRES Provider) or Providers for firm, full-requirements electric service. The energy supply contract will run for a fixed term (e.g., five to fifteen years); however, Participants will be able to opt-out of the Aggregation Program at least every three years without a fee, and no early termination fees will be assessed to such customers by the CRES Provider.

The Aggregation Program covers the power supply or generation portion of a Participant's electric bill. AEP Ohio will continue to deliver electricity to Aggregation Program Participants' homes and businesses through its electric distribution system as an electric distribution utility regulated by the Public Utilities Commission of Ohio (PUCO). The local distribution utility, AEP Ohio, will also continue to install, operate and maintain its system of poles, wires, transformers, and other electric distribution components. Aggregation Program Participants should continue to call AEP Ohio if their power goes out or if they have billing questions. The PUCO will continue to oversee AEP Ohio's electric safety and reliability service standards.

II. Process

Under an opt-out aggregation program, each eligible consumer within the City's boundaries initially will be automatically included in the Aggregation Program on a non-discriminatory basis. However, prior to actual enrollment, each eligible consumer for whom electric rates, terms, and conditions have been negotiated will receive a notice on behalf of the City detailing the Aggregation Program's rates, terms, and conditions.

Each eligible consumer will then have a 21-day period to opt out of or decline to participate in the Aggregation Program without additional fees charged. Consumers opting out of the program will remain on AEP Ohio's Standard Service Offer for generation service until such time as they select an approved CRES Provider. If the term of the Aggregation Program is longer than three years, a similar opt-out period will be offered at least every three years during which time Participants can leave the Aggregation Program without paying an early termination fee or penalty.

Participants who leave the Aggregation Program and wish to return, consumers who affirmatively choose to participate in the Aggregation Program, and consumers who move into the City after the initial opt-out period will be afforded the opportunity to enroll in the

Aggregation Program on an opt-in basis at the same price, terms, and conditions. In the event that a consumer is not initially included in the Aggregation Program and the consumer chooses to participate in the Aggregation Program after it has begun, that consumer may participate in the Aggregation Program by executing a contract to enroll in the established Aggregation Program with the selected CRES Provider delineating the rates, terms, and conditions prior to being placed into the Aggregation Program.

Participants who relocate within the City’s limits and retain the same electric account number will be allowed to continue in the Aggregation Program at their new location under the same terms and conditions as their former location, provided the utility rate classification is the same at both locations, and subject to any switching fees that may be imposed by the electric distribution utility.

The City and its Consultant will negotiate a supply contract with a CRES Provider to implement and operate the Aggregation Program. Contracts for power supply and other related services will be negotiated, recommended, and monitored for compliance by the City and its Consultant on behalf of the City’s Aggregation Program Participants.

The City and its Consultant developed this Plan of Operation and Governance in compliance with Ohio law regarding governmental aggregation programs and opt-out aggregation of retail electric consumers.

After adoption of this Plan of Operation and Governance by ordinance pursuant to Section 4928.20 of the Ohio Revised Code, the City and its Consultant will file such Plan with the PUCO and the City will maintain its certification as a governmental aggregator with the PUCO and its registration as a governmental aggregator with the electric distribution utility, AEP Ohio.

III. Plan of Operation and Governance

A. Definitions

1. **Aggregation:** Combining the electric loads of multiple customers for the purpose of supplying or arranging for the supply of competitive retail electric service to those eligible consumers within the incorporated areas of the City.
2. **Consultant:** The individual or company retained by the City to oversee the operation and management of the City’s Aggregation Program.
3. **Competitive Retail Electric Service (CRES):** A component of retail electric service that is deemed competitive under the Ohio Revised Code or pursuant to an order of the PUCO. This includes, but is not limited to, the services provided by competitive retail electric service providers, power marketers, aggregators, and governmental aggregators.

4. **Competitive Retail Electric Service Provider (CRES Provider):** A person or entity certified by the PUCO and registered with an electric distribution utility that is in the business of supplying or arranging for the supply of a competitive retail electric service in Ohio. This term does not apply to an electric distribution utility in its provision of Standard Service Offer generation service.
5. **Consumer:** Any person or entity that is an end user of electricity and is connected to any part of the applicable electric distribution utility's distribution system within the City's boundaries.
6. **Delivery Charge:** Charge imposed by the electric distribution utility for delivering electricity to a consumer's home or business. The charge includes meter reading, billing, maintaining electric system reliability and responding during emergencies and outages (also called a distribution charge).
7. **Distribution:** The delivery of electricity to a consumer's home or business over an electric distribution utility's system, including local poles, wires, transformers, substations, and other equipment. Electric distribution utilities' and the operations of their distribution systems are regulated by the PUCO.
8. **Electric-Related Service:** A service that is directly related to the consumption of electricity at a consumer's home or business. This may include, but is not limited to, the installation of demand side management measures at a consumer's premises, the maintenance, repair or replacement of appliances, lighting, motors or other energy-consuming devices at a consumer's premises, and the provision of energy consumption measurement and billing services.
9. **Electric Supply Charge:** All charges related to the supply of generation of electricity by the CRES Provider.
10. **Governmental Aggregator:** An incorporated village or city, township, or county acting as an aggregator for the provision of a CRES under authority conferred by Section 4928.20 of the Ohio Revised Code.
11. **Kilowatt-hour (kWh):** A kilowatt-hour is 1,000 watts of electricity used for one hour. For example, a 1,000-watt appliance operating for one hour will consume one kilowatt-hour of electricity. Consumers are charged for electricity in cents per kilowatt-hour.
12. **Ohio Consumers' Counsel (OCC):** The Office of the Ohio Consumers' Counsel (OCC) was established by the Ohio Legislature in 1976 to represent the interests of Ohio's residential utility customers served by

investor-owned utilities in proceedings before the PUCO and other regulatory agencies.

13. **Participant:** An eligible consumer enrolled in the City's Aggregation Program.
14. **Public Utilities Commission of Ohio (PUCO):** The state agency charged with assuring that all residential and business consumers have access to adequate, safe, and reliable utility services at fair prices, while facilitating an environment that provides competitive choices.
15. **Standard Service Offer Generation Service:** The electric generation service a consumer will receive from its electric distribution utility if the customer does not choose a CRES Provider.

B. Aggregation Program Management

Due to the complexity of the electric utility industry, the City has formed a team of qualified and sophisticated legal and technical individuals from experienced and highly reputable firms in order to assist with the development and implementation of the City's Aggregation Program, which includes a Consultant. The City entered into an Energy Management and Consulting Agreement with a Consultant to provide the necessary expertise to represent the City's interests in legislative and regulatory matters and to assist the City in implementing and managing the Aggregation Program. Such services may include, but are not limited to, overall management of the Aggregation Program, facilitating consumer enrollment and the opt-out process, assisting with consumer education, addressing consumer questions and concerns, providing reports on program operation, negotiating CRES Provider supply contracts, providing analysis and providing consulting services to aggregate and procure energy and/or energy-related services, products, and accounts, and representing the City in dealings with CRES Providers, City Council, the PUCO, and the OCC. The City and its team will oversee the implementation and operation of the Aggregation Program consistent with City ordinances, the City's charter, and Ohio law.

The CRES Provider's electric supply charges will include administrative and grant fees embedded in the electric rate, which will be used to fund the implementation and administration of the City's Aggregation Program, including consulting fees paid directly to the Consultant, and support sustainability efforts, energy efficiency, and other policy priorities of the City that benefit the Columbus community.

The Consultant will have the authority to develop specifications, terms, and conditions for the Aggregation Program with authorization from the City. The CRES Provider will work under the direction of the City and the City's Consultant.

C. Selection of a CRES Provider and Contract

The City will not buy and resell power to Aggregation Program Participants. The City and its Consultant will select and negotiate with potential CRES Providers to provide competitive, reliable renewable electric supply, and other electric-related services on behalf of the City's eligible consumers and Aggregation Program Participants. The City maintains the ability to cooperate with other governmental aggregators.

Through a negotiation process, the City and its Consultant will develop a supply contract with a CRES Provider or Providers for firm, full-requirements service for the Aggregation Program Participants. Each Aggregation Program Participant shall be individually bound by the terms and conditions found in the opt-out notice and the electric service contract and shall be solely responsible for payment and performance. The City will contract only with a CRES Provider that possesses, at a minimum, the following criteria:

1. Is certified as a CRES Provider by the PUCO;
2. Is registered with AEP Ohio;
3. Has service agreements under applicable distribution and transmission tariffs;
4. Has successfully completed Electronic Data Interchange (EDI) computer system testing with AEP Ohio, and the CRES Provider's EDI computer system is capable of effectively processing Aggregation Program EDI transactions in a timely manner;
5. Will maintain a database of Aggregation Program Participants, which will include all necessary information for the CRES Provider, City, and Consultant to serve and manage the Aggregation Program;
6. Meets standards of creditworthiness established by the PUCO and/or the electric distribution utility;
7. Has a world-class customer call center capable of effectively handling Participants' questions, concerns, and disputes in a timely manner using a toll-free telephone number;
8. Holds the City harmless from any financial obligations arising from offering electricity and/or energy-related services to Aggregation Program Participants; and
9. Will assist the City and its Consultant with the filing of reports required by Ohio law and the PUCO.

The CRES Provider's supply contract will run for a fixed term (e.g., five to fifteen years) and contain all pricing, charges, switching fees, etc. in clear and easily understandable terms.

The City will require, as necessary, any CRES Provider to disclose any subcontractors that it uses in fulfillment of the services described herein.

D. Electric Supply Charges

The City and its Consultant will aggregate the eligible retail electric loads within the City's applicable boundaries and negotiate mutually agreeable pricing, terms, and conditions of service with the CRES Provider for the supply of competitive, reliable renewable electric service and other related services on behalf of Participants. Consistent with Ohio law, the City may aggregate its eligible retail electric loads individually or in cooperation with other legislative authorities. CRES Providers will provide information on retail electric supply charges by utility customer rate classification or other appropriate pricing category as approved by the City and its Consultant. All electric supply charges will be fully and prominently disclosed in consumer enrollment materials, the opt-out notice, and will be subject to approval by the City.

E. AEP Ohio's Regulated Customer Classifications and Rates

The applicable electric distribution utility assigns customer rate classifications, character of service, and associated regulated rates subject to PUCO-approved tariffs. In addition to the CRES Provider's generation supply charges, Participants will continue to be billed for AEP Ohio's services and delivery charges. Although the City may participate in regulatory proceedings and represent the interests of consumers regarding these regulated rates, it cannot assign or alter customer rate classifications.

It is the intention of the City to offer its Aggregation Program to all eligible residential and non-mercantile commercial customers in any and all customer classifications, and in all rate categories, for which the CRES Provider can offer competitive renewable electric service for those who participate in the Aggregation Program and/or other favorable economic and non-economic terms and conditions in supply agreements compared to the electric distribution utility's avoidable costs or price to compare or Standard Service Offer Generation Service.

F. Developing the Pool of Eligible Accounts

The City and its Consultant will request the electric distribution utility to provide current customer information for all customers within the City's boundaries. The provided information shall include the following:

- Customer name;
- Customer service address;
- Customer billing address;
- Electric distribution utility customer account number;
- Electric distribution utility rate code;

- Electric distribution utility PIPP code;
- Customer load data;
- Whether or not a customer has a present contract with a CRES Provider; and
- Whether or not a customer has a special service contract with the electric distribution utility.

From this information, the City, its Consultant, and the CRES Provider will develop the pool of customers eligible to participate in the Aggregation Program, for which the CRES Provider can offer competitive renewable electric service for those who participate in the Aggregation Program and/or other favorable economic and non-economic terms and conditions in the supply agreements.

G. Initial Consumer Notification and Enrollment

After contract approval by the City and its Consultant, the CRES Provider will work with the City, its Consultant, and the electric distribution utility to identify all eligible consumers within the City's boundaries, excluding those on the PUCO do not aggregate list.

All eligible consumers will be notified in writing of the rates, charges, and other terms and conditions of participation in the Aggregation Program and that they will be automatically enrolled in the Aggregation Program unless they opt out of or decline participation in the Aggregation Program. Consumers will be given 21 days from the postmark date of the opt-out letter in which to notify the City that they wish to opt out of or decline participation in the Aggregation Program without penalty or fees. Consumers opting out of the program will remain on the applicable distribution utility's Standard Service Offer Generation Service until such time as they select an approved CRES Provider.

Consumers may opt out of the Aggregation Program by returning a post card, by calling a toll-free number, or by any other means or form provided in the opt-out letter.

After the initial 21-day opt out period has elapsed, all eligible consumers who have not notified the City, its Consultant, or CRES Provider of their desire to opt out of the Aggregation Program will be enrolled automatically by the CRES Provider at the earliest date practicable. No other affirmative steps will be required of consumers in order to be included in the Aggregation Program as Participants.

Pursuant to Ohio law and PUCO rules, consumers currently ineligible to participate in the Aggregation Program include those customer accounts that are located outside the City's boundaries, customers who are already in contract with a CRES provider, customers in a "special rate" contract with an electric distribution utility, Percentage of Income Payment Plan (PIPP) consumers, and consumers whose

accounts are not current with their present electric distribution utility. The separate aggregation of PIPP customers is under the direction of the State of Ohio.

Consumers enrolled in the Aggregation Program by the CRES Provider will receive a letter from their electric distribution utility notifying them of their enrollment. Consumers will have seven calendar days to notify the electric distribution utility of any objection to their enrollment in the Aggregation Program. The applicable electric distribution utility will notify the CRES Provider of consumer objections or any reason that a consumer was not enrolled in the Aggregation Program and the CRES Provider will maintain a list of customers who have opted out under the Aggregation Program rules.

The CRES Provider will report to the City and its Consultant the status of the Aggregation Program enrollment on monthly basis.

H. Leaving the Aggregation Program

In addition to the initial opt-out period described above, each Participant will be given an opportunity to opt out of the Aggregation Program every three years without paying an early termination fee or penalty as required by law and PUCO rules. Consumers who choose to opt out of the Aggregation Program at any time other than during the initial 21-day opt-out period or during subsequent opt-out periods offered by the City may be subject to an early termination fee and may not be served under the same rates, terms, and conditions that apply to other customers served by the electric distribution utility.

Any consumer who opts out of the Aggregation Program during the initial opt-out period or subsequent opt-out periods will be returned to their electric distribution utility's Standard Service Offer Generation Service until such time as the consumer selects another approved CRES Provider.

I. CRES Provider Responsibilities

The CRES Provider will build and maintain a database of all Aggregation Program Participants. The database will include the name, address, utility service delivery identification (SDI) number, and other pertinent information as agreed upon by the City, Consultant, and the CRES Provider. Such information may include the CRES Provider's account number (if different from utility's SDI number), rate code, rider code (if applicable), rolling 12 months of kWh consumption and kW demand (as applicable), and meter reading cycle. The Aggregation Program database will be updated at least quarterly. The City and its Consultant will have the right to access information in the database for purposes of auditing.

The CRES Provider will provide and maintain the required Electronic Data Interchange computer system to effectively process Aggregation Program enrollments, opt outs, billing, etc., with the applicable electric distribution utility.

The CRES Provider will provide a working local or toll-free telephone number for Participant questions or concerns about enrollment, opt-out provisions, billing, and other Aggregation Program issues.

The CRES Provider will develop internal controls and processes to help ensure that the City remains in good standing as a governmental aggregator that complies with all laws, rules, and regulations regarding the same as they may be periodically amended.

J. New and Returning Participants

Participants who leave the Aggregation Program and wish to return, consumers who affirmatively choose to participate in the Aggregation Program, and consumers who move into the City after the initial opt-out period will be afforded the opportunity to enroll in the Aggregation Program on an opt-in basis at the same price, terms, and conditions. In the event that a consumer is not initially included in the Aggregation Program and the consumer chooses to participate in the Aggregation Program after it has begun, that consumer may participate in the Aggregation Program by executing a contract to enroll in the established Aggregation Program with the selected CRES Provider delineating the rates, terms, and conditions prior to being placed into the Aggregation Program. Consumers may contact the City or its Consultant to obtain current enrollment information and the applicable contract to opt-in to the established Aggregation Program.

Participants who relocate within the City limits and retain the same electric utility account number will be allowed to continue in the Aggregation Program at their new location under the same terms and conditions as at their former location, provided the electric utility rate classification is the same at both locations, and subject to any switching fees imposed by the consumer's former electric distribution utility. The CRES Provider will comply with all local, state and federal rules and regulations regarding discontinuing service to Aggregation Program Participants.

Net metering participants shall be able to participate in the Aggregation Program and the CRES Provider will allow net metering of those accounts if the Participant has signed an interconnection agreement with the applicable electric distribution utility and subject to all Ohio rules and regulations.

K. Billing

At this time, the City plans to utilize the applicable electric distribution utility's consolidated billing service in which each Participant account receives one bill itemizing the CRES Provider's electric supply charges and electric distribution utility's delivery, and other PUCO-approved charges. The billing statement will be consistent with applicable PUCO rules and regulations. The City may consider

other billing options, including CRES Provider consolidated or dual billing, if and when they become available and if it appears advantageous to do so.

L. Questions and Concerns

The Aggregation Program impacts the source of generation or power supply of electricity to the electric distribution utility, AEP Ohio. The electric distribution utility will continue to deliver the electricity purchased through the Aggregation Program to Participants' homes and businesses through its electric distribution system.

Participants with questions or concerns regarding service delivery or safety, such as a power outage, a downed power line, sparking power lines or equipment, low voltage, etc., should continue to contact their electric distribution utility. Meter reading or other billing questions should also be directed to their electric distribution utility. Questions regarding Aggregation Program enrollment and opting out should be directed to the CRES Provider or City’s Consultant. Any other general questions regarding the Aggregation Program should be directed to the City or its Consultant.

Question or Concern	Contact	Phone Number
Power outage or interruption	AEP Ohio	1-800-672-2231
Connect/disconnect service	AEP Ohio	1-800-672-2231
Meter reading/billing	AEP Ohio	1-800-672-2231
Enrollment in or opting out of Aggregation Program	AEP Energy Trebel LLC	1-877-726-0214 1-866-856-5654
Aggregation Program Questions or Concerns	Trebel LLC City of Columbus	1-866-856-5654 614-645-3111
Unresolved disputes	PUCO	1-800-686-7826 (voice) 1-800-686-1570 (TDD)

M. Reliability and Indemnification of Consumers

Electric service reliability is essential to Aggregation Program Participants. The City and its Consultant will strive to provide high-quality service and reliability through provisions of the CRES Provider contract, through traditional proceedings related to your electric distribution utility’s regulated distribution service, and through direct discussions with your electric distribution utility concerning specific or general problems related to quality and reliability of the transmission and distribution systems.

If for any reason a CRES Provider fails to provide uninterrupted service, the City and its Consultant will attempt to acquire an alternative power supply. If this attempt fails, Participants will default to the applicable electric distribution utility's Standard Service Offer Generation Service. In no case will Participants be without power as a result of the CRES Provider's failure to provide the supply of generation. The City and its Consultant will seek to minimize this risk by contracting only with reputable CRES Providers that have demonstrated reliable service.

N. Participant Rights

All Aggregation Program Participants shall enjoy the protections of law afforded to consumers as they currently exist or as they may be amended from time to time. These include rights to question billings or service quality or service practices. All consumers shall also enjoy the individual right to decline participation in the Aggregation Program subject to the terms and conditions contained herein.

All Aggregation Program Participants will be treated equitably. They will be guaranteed the right to raise and resolve disputes with the CRES Provider, the City, the City's Consultant, or the PUCO. All Participants will be provided all required notices and information, and always retain the right to opt out of the Aggregation Program or switch suppliers subject to the terms and conditions contained herein.

All consumers within the City's boundaries shall be eligible to participate in the Aggregation Program on a non-discriminatory basis, subject to the terms and conditions described herein, Ohio law, PUCO rules and regulations governing electric service, and the applicable electric distribution utility's approved tariffs.

Service under the Aggregation Program shall be available to all eligible customer classes. CRES Provider contracts shall also contain non-discrimination provisions to ensure the equitable treatment of all customer classes.

Low-income consumers shall remain subject to all provisions of Ohio law and PUCO rules and regulations as they may be amended from time to time regarding their rights to participate in the Aggregation Program.

O. Participant Responsibilities

Aggregation Program Participants are subject to the same standards and responsibilities as other electric consumers, including payment of billings and access to metering and other equipment necessary to carry out utility operations.

P. Termination of the Aggregation Program

The Aggregation Program may be discontinued upon the termination or expiration of the CRES Provider supply contract without any extension, renewal, or subsequent contract being executed. In the event of Aggregation Program termination, each Participant will receive written notification of the termination at least 60 days prior to such program termination and will have the option to return to the applicable electric distribution utility’s Standard Service Generation Offer Service or select another approved CRES Provider.

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