



RESOLUTION 2026-31

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC) FOR ELECTRIC AGGREGATION SUPPLY AND PROGRAM ADMINISTRATION SERVICES FOR THE CITY OF POWELL'S GOVERNMENTAL ELECTRIC AGGREGATION PROGRAM.

WHEREAS, the electors of the City of Powell approved the establishment of an opt-out governmental electric aggregation program at the November 5, 2025, election pursuant to Ohio Revised Code Section 4928.20; and

WHEREAS, the City subsequently issued a Request for Proposals ("RFP") seeking qualified firms to provide electric aggregation supply and program administration services for the City's governmental electric aggregation program; and

WHEREAS, following evaluation of four (4) proposals and interviews, staff determined that the proposal submitted by the Northeast Ohio Public Energy Council ("NOPEC") provided the best overall value to the City based upon governmental aggregation experience, implementation support, organizational structure, and overall program approach; and

WHEREAS, NOPEC proposed a twelve (12) month fixed-term electric supply program with pricing negotiated through its Community Choice program extending through June 2029; and

WHEREAS, the proposed agreement does not require a direct financial contribution from the City for program administration services; and

WHEREAS, City Council desires to authorize the City Manager to execute the necessary agreement with NOPEC to proceed with implementation of the City's governmental electric aggregation program.

NOW THEREFORE BE IT RESOLVED BY THE CITY OF POWELL, COUNTY OF DELAWARE, STATE OF OHIO AS FOLLOWS:

Section 1: That the City Manager is hereby authorized and directed to execute an agreement with the Northeast Ohio Public Energy Council (NOPEC) for electric aggregation supply and program administration services for the City's governmental electric aggregation program, together with such non-substantive revisions as may be approved by the Law Director.

Section 2: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of Council and that all deliberations of Council and any of the decision-making bodies of the City of Powell, which resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements of the City of Powell, Delaware County, Ohio.

Section 3: This Resolution shall be in full force and effect immediately upon adoption.



Heather Karr
Mayor

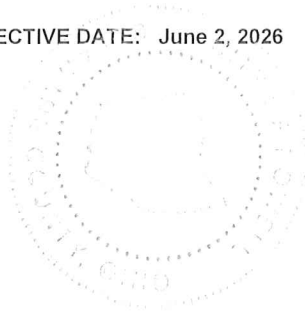
6/2/26
Date



Elaine McCloskey
City Clerk


6/2/26
Date

EFFECTIVE DATE: June 2, 2026



This legislation has been posted in accordance with

the City Charter on this date 6/3/2026



City Clerk



OFFICE OF THE CITY MANAGER

47 Hall Street | Powell, OH 43065 | 614.885.5380 | cityofpowell.us

MEMO

From: Andrew D. White, City Manager
To: Members of the City Council
Initiated By: Jeffrey S. Tyler, RA, Assistant City Manager
Re: Resolution 2026-31 – A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC) FOR ELECTRIC AGGREGATION SUPPLY AND PROGRAM ADMINISTRATION SERVICES FOR THE CITY OF POWELL’S GOVERNMENTAL ELECTRIC AGGREGATION PROGRAM.
Date: June 2, 2026

Summary:

The attached Resolution authorizes the City Manager to execute an agreement with the Northeast Ohio Public Energy Council (“NOPEC”) for electric aggregation supply and program administration services associated with the City’s governmental electric aggregation program approved by Powell voters in November 2025.

Background:

On the November 5, 2025, General Election, Powell voters approved the establishment of an opt-out governmental electric aggregation program pursuant to Ohio Revised Code Section 4928.20.

Following voter approval, the City issued a Request for Proposals (“RFP”) seeking qualified firms to provide electric aggregation supply and related implementation and administrative services. Four (4) proposals were received in response to the RFP and all four firms participated in an interview process.

The evaluation process included review of:

- Overall program structure;
- Governmental aggregation experience;
- Customer service and implementation capabilities;
- Reporting and transparency;
- Organizational structure; and
- Overall value to the City and residents.

A five-member staff evaluation team independently reviewed and scored each proposal and interview presentation. The evaluation team included representatives from multiple operational and administrative areas of the City to provide a balanced review of the proposals and implementation approaches.

Based on the combined proposal review, interview process, and overall scoring results, NOPEC received the highest overall average evaluation score among the respondents.

Firm	Average Score
NOPEC	4.24
SOPEC	3.80
Aspen	3.50
Dynegy	3.26

Staff determined that NOPEC provided the strongest overall proposal based upon:

- Reporting and Transparency
- Organizational structure as a Council of Governments; and
- Overall program value and responsiveness to the City's objectives.

The evaluation team also found NOPEC's commitment to providing a comprehensive long-term relationship strategy strengthened their proposal and ultimately their recommendation to City Council.

Proposed Program Structure

The proposed agreement includes:

- A twelve (12) month fixed-term electric supply structure;
- Pricing negotiated through NOPEC's Community Choice program; and
- Program pricing extending through June 2029;

Additional legislative actions associated with the Plan of Operation and Governance and subsequent implementation steps will be brought forward separately at a later date.

Legal Review:

The Law Director has reviewed and approved as to form.

Financial Review:

The proposed agreement does not require a direct financial contribution from the City for program administration services. The Finance Director has reviewed and supports the resolution.

Recommendation:

Staff recommend approval of the attached Resolution 2026-31, authorizing the City Manager to execute an agreement with the Northeast Ohio Public Energy Council (NOPEC) for electric aggregation supply and program administration services.



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Heather Karr
Mayor

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Elaine McCloskey
City Clerk

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EFFECTIVE DATE: June 2, 2026

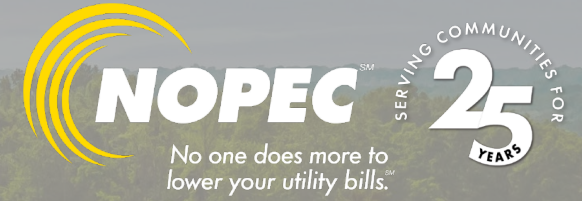
This legislation has been posted in accordance with
the City Charter on this date _____ .
_____ City Clerk



City of Powell | NOPEC

Electric Aggregation Interview

May 21, 2026



Cover & Preface

Material statements and responses to the following questions relied upon the contents of NOPEC's proposal for:

RFP Number: 4913-4918-6712.2

Title: Opt-Out Governmental Electric Aggregation Program

This is a joint proposal by:

Supplier Name

NextEra Energy Services Ohio LLC
601 Travis St., Ste. 1400
Houston, TX 77002

Governmental Aggregator Name

Northeast Ohio Public Energy Council (NOPEC)
31360 Solon Rd, Ste. 33
Solon, Ohio 44139



City of Powell | NOPEC

Electric Aggregation Interview

May 21, 2026



Powell's Objectives Are Clear

Powell is seeking a program that delivers:

- **100% renewable full requirements retail electric generation supply;**
- **Competitive & stable pricing (#1 evaluation criterion);**
- **Quality, reliable service and first-rate customer service;**
- **Transparency and program accountability;**
- **Qualified, financially strong, proven supplier.**

NOPEC's proposal delivers on these objectives and is a partner Powell can trust with its new electric aggregation program.



City of Powell | NOPEC

Electric Aggregation Interview

May 21, 2026



1. *Walk us through your proposed pricing structure and how it achieves competitiveness and stability.*

Cost Proposal - Product 1

- **Initial term is fixed:** Participants enrolled into 100% Green-e® Certified renewable electric supply **for 12-months at 10.99 cents per kWh**. Provides immediate stability at a competitive rate. Term provides time for residents to become familiar with aggregation, NOPEC's additional power products and overall program flexibility. (*NOPEC Pricing Page for Reference Page 4*)

Fall 2027 ↓

- **Transition to Green Community Choice:** Powell would move to NOPEC's *Green Community Choice* program for remaining NOPEC electric aggregation term ending in June 2029, joining communities like Lakewood and Cleveland Heights.
 - Operates exactly as NOPEC's Standard Program but contains renewable energy adder of +0.35 cents per kWh for the same 100% Green e® Certified default supply. Residents maintain flexibility to choose from NOPEC's additional power products.
- **NOPEC's Standard Program Performance:** 2023-2026 performance chart (*Page 6*).



City of Powell | NOPEC

Electric Aggregation Interview

May 21, 2026



1. Walk us through your proposed pricing structure and how it achieves competitiveness and stability. (Continued)

Pricing Page

www.nopec.org/residents/pricingrates/electric-pricing

American Electric Power			
STANDARD	RENEWABLE		
<p>STANDARD PROGRAM</p> <p>GO-TO CHOICE</p> <p>Seasonal Rates Based on Current Market Conditions</p> <p>cents per kWh</p> <p><small>Valid from your June 2026 to September 2026 meter read dates.</small></p> <ul style="list-style-type: none"> Variable rate that may change monthly based on wholesale prices All eligible accounts automatically enrolled in this program No early termination fees Terms and Conditions 	<p>MONTHLY VARIABLE RATE</p> <p>MONTHLY FLEXIBILITY</p> <p>Discounted Rate Based on Your Utility's PTC</p> <p>cents per kWh</p> <p><small>Valid for meter read dates beginning April 2026.</small></p> <ul style="list-style-type: none"> Always 6% below the utility's Price to Compare (PTC) Enrollment is limited and subject to availability No early termination fees Terms and Conditions 	<p>12-MONTH FIXED TERM</p> <p>STABLE AND SECURE</p> <p>A Full Year of Predictability</p> <p>cents per kWh</p> <p><small>Valid as of meter read dates beginning June 2026.</small></p> <ul style="list-style-type: none"> Price fixed for 12-month term No early termination fees Terms and Conditions 	<p>24-MONTH FIXED TERM</p> <p>LONGER TERM PEACE OF MIND</p> <p>Lock in Your Rate for Two Years of Stability</p> <p>cents per kWh</p> <p><small>Valid as of meter read dates beginning June 2026.</small></p> <ul style="list-style-type: none"> Price fixed for 24-month term No early termination fees Terms and Conditions

American Electric Power		
STANDARD	RENEWABLE	
<p>STANDARD PROGRAM +100% RENEWABLE CONTENT</p> <p>STEADY & SUSTAINABLE</p> <p>Our Standard Program Backed by Renewable Energy Credits</p> <p>cents per kWh</p> <p><small>Valid from your June 2026 to September 2026 meter read dates.</small></p> <ul style="list-style-type: none"> Includes renewable energy credits for 100% of energy usage Current Standard Program Price + 35 cents per kWh renewable content adder, which is subject to change No early termination fees Terms and Conditions 	<p>12-MONTH FIXED TERM +100% RENEWABLE CONTENT</p> <p>STABLE & SUSTAINABLE</p> <p>Supporting Sustainability With a Year-Long Fixed Rate</p> <p>cents per kWh</p> <p><small>Valid as of meter read dates beginning June 2026.</small></p> <ul style="list-style-type: none"> Includes renewable energy credits for 100% of energy usage Price fixed for 12-month term Current Standard Fixed Term Price + 35 cents per kWh renewable content adder, which is subject to change No early termination fees Terms and Conditions 	<p>24-MONTH FIXED TERM +100% RENEWABLE CONTENT</p> <p>LONGER TERM SUSTAINABILITY</p> <p>Steady Pricing Backed by 100% Renewable Content</p> <p>cents per kWh</p> <p><small>Valid as of meter read dates beginning June 2026.</small></p> <ul style="list-style-type: none"> Includes renewable energy credits for 100% of energy usage Price fixed for 24-month term Current Standard Fixed Term Price + 35 cents per kWh renewable content adder, which is subject to change No early termination fees Terms and Conditions



City of Powell | NOPEC

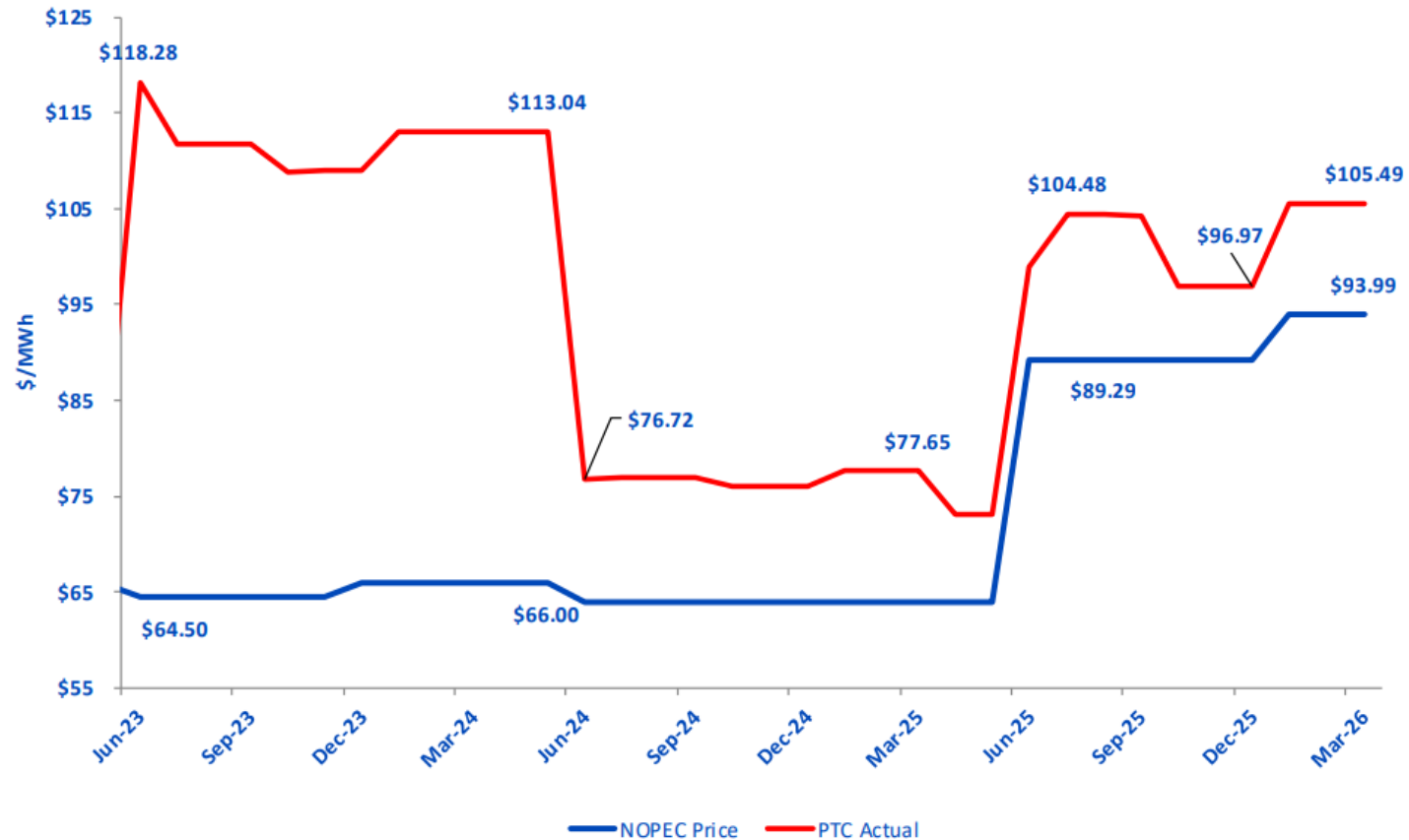
Electric Aggregation Interview

May 21, 2026



1. Walk us through your proposed pricing structure and how it achieves competitiveness and stability. (Continued)

NOPEC SPP vs AEP PTC



2. *Based on current market conditions, how would you advise the City on timing the program start?*

- **Preserve Proposed September 2026 Start – Execute Intelligently**

- Plan September 2026 launch and avoid locking date until after legislative action taken.
 - Mitigate against legislative limitations and ORC/utility/PUCO runway constraints.
- Key determinants should be resident opportunity for educational engagement and progress of communication strategy (*NOPEC manages collaboratively with the City*).
- Use October 2026 as internal fallback.
- Message program start to residents once launch timing is confirmed.

- **Execution strategy**

- Set council and public meeting dates for Sept. launch. Stick to agreed upon legislative schedule and NOPEC's deliveries.
- Customizable timelines for launch and agility to meet needs of Powell's legislative schedule.

3. Provide a high-level timeline from contract award to program launch.

Phase	Target Window	What Happens	NOPEC Role
Award & Authorization	June 2	City authorizes launch and program structure.	NOPEC begins implementation immediately.
Public Notice	June 3	Hearing notice submitted for required publication.	NOPEC pays for and manages notice placement.
Public Hearings & Council Action	June 16	Two public hearings held; Council approves required legislation.	NOPEC presents, answers questions, and supports Council action.
PUCO Filing	June 19	Powell is added to NOPEC electric aggregation membership.	NOPEC manages regulatory filing.
Utility Coordination	June 19 - June 30	Eligibility file review, AEP coordination, and opt-out notice preparation.	NOPEC coordinates with utility and supplier teams.
City Kickoff & Public Education	July 1 - July 22	Staff kickoff, public communications, and community meeting promotion.	NOPEC provides training, materials, and Customer Care referral process.
Opt-Out Mailing & Support	July 22 - August 12	Letters mailed; residents have 21 days to opt out. Community meeting held.	NOPEC manages resident support and live issue resolution.
Enrollment & Supply Start	August 28 forward	Enrollment finalized and supply begins under the program.	NOPEC monitors launch and keeps Powell informed.

NOPEC Advantage: NOPEC manages the compliance calendar, utility coordination, resident communications, opt-out support, and staff training — relieving City staff of the administrative burden while keeping Powell fully informed throughout launch.



City of Powell | NOPEC

Electric Aggregation Interview

May 21, 2026



4. *Identify key risks to successful implementation and how your firm mitigates them.*

- **Legislative Delays**

- *NOPEC Advantage:* Pre-built legislative templates, hearing schedule support, and flexible September/October launch planning.

- **Competing Priorities & Projects for City Staff**

- *NOPEC Advantage:* NOPEC manages notice timing, PUCO filing, AEP coordination, opt-out mailing, resident support, and reporting.

- **Resident Confusion/Readiness**

- *NOPEC Advantage:* Staff training, FAQ/social/web content, printed materials, Customer Care routing, and an in-person community meeting.

- **Operational Delays**

- *Fixed implementation calendar, assigned NOPEC lead, utility/supplier coordination, and launch tracking.*

5. Describe your customer service model.

Two Important Pillars

- **24/7/365 U.S.-based Customer Care Center**
 - Trained, friendly agents focused on resolving customer needs.
 - Extremely low wait time to agent: 8.3 second average.
 - Translation services for over 100 languages & disability assistive services.
 - NOPEC maintains active oversight and monitoring.
- **Dedicated Relationship Manager**
 - Primary liaison for local leadership.
 - Provides regular reporting at public meetings and for city staff.
 - Serves as escalation pathway for issue resolution.
 - Ongoing support after launch.
 - Pathfinder for maximizing member benefits via NOPEC programming.

6. *How will you support communication with residents during the opt-out period?*

Clear, supportive and accessible.

- **Methods**

- Customized newsletter, web and social media content.
- High quality printed materials at public locations, such as city hall.
- **Community Event** during the opt-out period; Aggregation + NOPEC 101.
- Live implementation reporting to Council at meetings held prior to, during, and after opt-out.

- **Communication Priorities**

- Explain what aggregation is.
- Explain what changes — and what does not, and how to read your energy bills.
- Clarify that participation is optional and that residents may come and go from the program.
- Reinforce no termination or membership fees.
- Explain renewable supply in plain English.
- Community Tool Kit – Readymade materials for local leaders.
- Prepare City staff before resident questions begin – kick off meeting and staff training.



City of Powell | NOPEC

Electric Aggregation Interview

May 21, 2026



7. *What reporting will the City receive and how frequently?*

- Powell would receive reporting during launch and throughout the life of the program.
- During launch, we would recommend more frequent updates, including opt-out progress, report on the community meeting, and final enrollment figures. After launch, reporting would shift to a regular cadence as directed by the city.
- **Reports may include:** Enrollment counts, participation levels, opt-out activity, resident inquiry trends, pricing and market updates, renewable energy / REC reporting, grant-related information, and issue tracking and resolution. We can customize reporting to the interests of Powell.
- **Cadence:** Monthly or more frequently during launch. As preferred by City after full implementation. Updates will remain ongoing throughout NOPEC membership.

8. *Are there any material deviations from expected contract terms?*

There are no deviations from expected contract terms or from Product 1 contained in our proposal.

Important clarifications

- Proposal assumes:
- 1.) Powell joins the NOPEC Electric Aggregation. Terms are detailed in the NOPEC Bylaws, Agreement, and Plan of Operations and Governance provided with the proposal. **(Appendix D – NOPEC Power Supply Agreement)**
- 2.) Powell transitions to NOPEC's Green Community Choice Program after initial 12-month fixed term.

9. *How do you ensure performance accountability?*

Accountability Model

- NOPEC's structure provides Powell with accountability beyond a typical broker-managed model. **NOPEC is a Council of Governments, governed by public officials, and contracts with a sole supplier selected through a public procurement process.** That supplier is accountable to NOPEC's program requirements, service expectations, reporting obligations, and resident support standards.
- Membership to NOPEC General Assembly as voting member. This gives Powell the opportunity to participate in the planning of NOPEC's future.
- Powell benefits from:
 - Public-sector governance and accountability to Ohio Revised Code.
 - Publicly Audited Financial Statements and Auditor of State Awards.
 - NOPEC professional staff and Board of Directors contract oversight.
 - NextEra Energy brings one of the strongest credit profiles among U.S. electric utility holding companies.
 - Resident complaint tracking via top performing Customer Care center.
 - Reporting that is in-person and customizable to the needs of Powell's leadership.
 - Transparent program administration and ease of access to NOPEC information.
 - Ability to escalate issues through NOPEC rather than leaving the City to manage issues alone with supplier.

10. Describe your approach to meeting renewable energy objectives.

NOPEC has long worked at the intersection of aggregation and sustainability.

- Since 2017, more than 12.2 million Renewable Energy Credits have been retired through NOPEC aggregation programs, and NOPEC has committed to supporting 50% renewable baseload in the Standard Program by 2030.
- NOPEC can immediately support Powell's desire to provide 100% renewable energy supply for electric aggregation participants through a Green-e® Certified REC-backed product while also helping the City think beyond just procurement.

NOPEC's new contract with NextEra Energy is especially valuable in meeting our member communities' renewable energy objectives. **Members now have access to Ohio-based solar developers from NextEra who can provide early-stage support like solar blueprinting, preliminary engineering, feasibility review, and project guidance at no cost to NOPEC member communities.**

Powell can meet its immediate renewable supply goal while also building a practical roadmap for real local clean-energy progress. **NOPEC would support that work through the broader sustainability platform**, including SolSmart solar readiness, municipal decarbonization and solar assessments, S.T.A.R. carbon accounting, energy efficiency strategies, clean transportation knowledge sharing, and supplier-backed renewable investments like the EarthEra® Trust.



City of Powell | NOPEC

Electric Aggregation Interview

May 21, 2026



11. What differentiates your firm and why are you best suited for Powell?

Differentiator	What It Means for Powell
Council of Governments Member Directed, Board Led	NOPEC operates under a public governance model, unlike for profit private brokerages. Our finances are publicly audited and reviewed by the Auditor of State. It means trust and transparency .
Unrivaled Membership Benefits	Members enjoy an array of benefits, including: annual NOPEC Energized Communities (NEC) Grant (Powell estimate is +\$20,000/yr.); annual Community Event Sponsorship; Property Assessed Clean Energy (PACE) financing and traditional financing; Small business energy auditing grants; NOPEC's suite of sustainability & resiliency programming; and, Renewable energy development expertise from NextEra (supplier). Value .
Bulk Buying Power <i>Strength in Numbers</i>	NOPEC is the largest governmental aggregator in the United States. Our scale of nearly 1 million customer accounts and multi year energy purchasing strategy helps better defend against market volatility. Competitive and stable .
Best in Class Customer Service Model	Powell's new aggregation will be managed and supported by experience professionals on day one. Our 24/7/365 Customer Care Center is always open to meet the needs of your residents. Our dedicated Relationship Manager provides ongoing, live and in person support for Powell's leadership. Value, trust, and ease .
NOPEC & NextEra's Pedigree	NOPEC's operating structure, longevity, and financial stability serves Powell's interests in operating a highly professional and transparent program. Combine this with NextEra Energy's strong credit rating and industry performance and the choice is clear: NOPEC is best suited to manage the Powell Electric Aggregation .

NOPEC's proposal brings value, trust, and ease to Powell's electric aggregation needs.

Powell is not just selecting an electric supplier. Powell is selecting the long-term structure behind its aggregation program.

With NOPEC, the City gets more than a brokered supply contract. Powell gets a public-sector aggregation partner with the scale, experience, governance, customer care, and sustainability resources to manage the program well after launch.

Bottom Line

NOPEC is best suited for Powell because we can deliver the immediate program Powell asked for — **competitive, stable, 100% renewable electric aggregation** — while also giving the City a long-term partner for resident education, program accountability, sustainability planning, and future clean-energy progress.



City of Powell | NOPEC

Electric Aggregation Interview

May 21, 2026

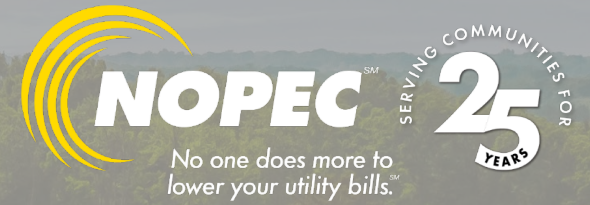




City of Powell | NOPEC

Electric Aggregation Interview

May 21, 2026



Thank you!
Questions and discussion.



Cover Page

RFP Number: 4913-4918-6712.2

Title: Opt-Out Governmental Electric Aggregation Program

Supplier Name:

NextEra Energy Services Ohio LLC
601 Travis St., Ste. 1400
Houston, TX 77002

Governmental Aggregator Name:

Northeast Ohio Public Energy Council (NOPEC)
31360 Solon Rd, Ste. 33
Solon, Ohio 44139

Cover Letter

April 29, 2026

Jeffrey S. Tyler
Assistant City Manager
City of Powell
47 Hall Street
Powell, Ohio 43085

Re: 4913-4918-6712.2 “Opt-Out Governmental Electric Aggregation Program”

Dear Mr. Tyler:

The Northeast Ohio Public Energy Council (“NOPEC”) is pleased to submit this proposal in response to the City of Powell’s Request for Proposals for 100% Renewable Full Requirements Retail Electric Generation Supply for the City’s opt-out governmental aggregation program. Powell’s stated goals of competitive pricing, quality service, transparency, accountability, and a strong renewable energy commitment align well with NOPEC’s experience, mission, and operating model.

NOPEC is a non-profit Council of Governments formed in 2001 to help local governments aggregate electric and natural gas load, strengthen consumer protection, and create broader community value through collective buying power. Today, NOPEC serves 250 member communities across 20 Ohio counties and supplies energy to more than 1 million retail customers, making it the largest governmental energy aggregator in the United States by community count and scale.

NOPEC’s model is designed to deliver more than commodity supply to our members. We combine bulk purchasing power, experienced program administration, regulatory knowledge and expertise, customer education, and sustainability programming to help communities achieve both immediate energy objectives and longer-term policy goals. Our work includes competitive supply procurement, public education, dedicated relationship management, consumer advocacy, and member benefits that extend into energy efficiency, solar readiness, and municipal decarbonization.

Powell’s RFP places particular emphasis on renewable content, Green-e certification, REC sourcing, and the City’s interest in an “on-ramp” strategy toward local, renewable, and clean supply. NOPEC is well-positioned to respond to that request. Since 2017, NOPEC electric aggregation programs have retired more than 12.2 million RECs, and NOPEC has articulated a commitment for its default Standard Program baseload to be 50% supported by renewable energy credits by 2030. In addition, NOPEC’s supplier relationship with NextEra Energy Resources Ohio (NESO) has supported over \$100 million in clean energy project investment through the EarthEra® Trust on behalf of NOPEC customers.

Further, through our supplier relationship with NESO, NOPEC has boots-on-the-ground access to renewable energy development professionals to help achieve Powell's boldest goals for future clean energy independence.

NOPEC respectfully submits this proposal as a responsive, experienced, and community-centered solution for Powell. We appreciate the opportunity to be considered and would welcome the chance to discuss our proposal further.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ross McDonald".

Ross McDonald
Director of Community Expansion
Northeast Ohio Public Energy Council
440-249-4195
rmcdonald@nopec.org

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Executive Summary

NOPEC is pleased to submit this proposal to provide 100% renewable full-requirements retail electric generation supply for the City of Powell's opt-out governmental aggregation program. NOPEC's approach combines competitive wholesale energy procurement, disciplined risk management, and a public, non-profit governance model designed to deliver price stability, consumer protection, transparent oversight, and strong customer service for participating residents and small businesses. As a council of governments serving 250 member communities and over 1 million customers across Ohio, NOPEC brings more than 25 years of experience administering municipal aggregation programs and leveraging collective purchasing power to secure reliable and competitively priced electricity supply.

NOPEC's proposal directly supports Powell's goal of achieving 100% renewable electricity supply through the use of Renewable Energy Credits (RECs) and structured to meet applicable certification standards such as Green-E Certification. Since 2017, NOPEC aggregation programs have retired more than 12.2 million RECs, and the organization has committed to supporting 50% renewable baseload supply in its Standard Program by 2030, demonstrating a clear trajectory toward increased renewable energy adoption across its member communities.

Through its supplier partnership with NextEra Energy Services Ohio (NESO), a subsidiary of one of the world's largest clean energy developers, NOPEC provides access to large-scale renewable energy resources, wholesale market expertise, and strong financial backing. Since 2017, the NOPEC & NextEra partnership has been a driving force in renewable energy investments across North America. To date, this partnership has resulted in over \$156 million in renewable development investments, including investing more than \$80 million directly into the Columbus Region.

A key differentiator of NOPEC's approach is its disciplined energy hedging and procurement strategy, which uses multi-year purchasing and portfolio diversification to reduce price volatility and provide predictable electricity costs for residents and small businesses. This strategy is further strengthened through independent oversight from Three Rivers Energy, whose team has structured more than \$2 billion in energy transactions across electricity, natural gas, power purchase agreements, and renewable energy credit markets.

Beyond energy supply, NOPEC provides a broader platform of community investment, sustainability, and economic development programs that allow member communities to maximize the value of aggregation. Since 2010, NOPEC has reinvested over \$62 million in community grants through its Energizing Communities program while supporting energy efficiency financing, solar readiness initiatives, and municipal sustainability planning.

Through this proposal, NOPEC offers the City of Powell a comprehensive, community-focused renewable aggregation program that combines competitive pricing, reliable full-

requirements supply, certified renewable energy sourcing, and a long-term strategy for expanding clean energy resources. NOPEC looks forward to partnering with the City of Powell to help achieve its renewable energy goals while delivering stable pricing, strong program administration, and meaningful benefits for its residents and businesses.

Supplier Team and Qualifications

Organizational Profile and Governance Structure

NOPEC was formed in 2000 under Ohio's energy deregulation framework to help local governments aggregate customer demand and negotiate competitively priced electricity and natural gas supply contracts. Since beginning operations in 2001, NOPEC has delivered hundreds of millions of dollars in cumulative savings for residential and small business customers while providing price stability through competitive procurement.

NOPEC is a non-profit governmental aggregation council composed of participating cities, villages, and townships. It is not owned by a private corporation or utility. Its only members are the local political subdivisions that choose to participate. The organization operates as a public, non-profit entity funded through administrative fees negotiated with energy suppliers rather than through taxes or direct dues from residents or communities. This structure differentiates NOPEC from private aggregators by emphasizing public purpose, elected oversight, and community accountability.

Today, NOPEC serves 250 communities and more than 1 million customers statewide. The organization has invested significantly in community programs, including more than \$62 million in NOPEC Energizing Communities (NEC) grants since 2010 and nearly \$2.3 million in community event sponsorships. NOPEC serves communities across the state, including Central Ohio jurisdictions such as Lancaster, Reynoldsburg, and the Village of Plain City (beginning in July 2026), with additional regional participation from cities such as Mansfield and Springfield.

The Governance Structure of NOPEC is rooted in local representation and is board-led and member-driven:

- **General Assembly:** The primary governing body consists of one appointed representative from each member-community. This assembly sets policy direction and provides broad oversight.
- **Board of Directors:** The General Assembly elects a Board of Directors composed of representatives from across the NOPEC service area. The Board provides ongoing governance, strategic oversight, and fiduciary supervision.
- **Executive Leadership:** The Board appoints an Executive Director/CEO and other senior executives to manage day-to-day operations, implement strategy, and oversee administrative functions.

- Professional Staff: provide member communities with expertise in energy procurement, program administration, sustainability initiatives, regulatory compliance, and community support services to ensure reliable energy supply, effective program management, and access to resources that advance local economic development and energy goals.

Organizational Certifications

NOPEC does not generate or physically deliver electricity or natural gas. Instead, it administers governmental aggregation programs and procures energy supply on behalf of its member communities through competitive bidding with retail energy suppliers certified by the Public Utilities Commission of Ohio (PUCO). The local electric or natural gas utility continues to own and maintain the poles, wires, and distribution infrastructure and is responsible for delivering service to customers.

NOPEC affirms that it is in full compliance with all applicable federal, state, and local laws, ordinances, and regulatory requirements governing the provision of competitive retail electric service. NOPEC is duly authorized to operate as a competitive electric supplier in the State of Ohio and maintains all required registrations, certifications, and licenses.

NOPEC is certified by the Public Utilities Commission of Ohio (PUCO) as a Competitive Retail Electric Service (CRES) provider and operates in accordance with all applicable provisions of the Ohio Revised Code and Ohio Administrative Code, including PUCO consumer protection, disclosure, reporting, and operational requirements applicable to governmental aggregation programs.

NOPEC maintains its PUCO certification in good standing and satisfies all financial, technical, and managerial standards required of certified electric service providers. NOPEC's current certification by the PUCO as a CRES provider is Certificate Number: 01-0443. NOPEC further represents that it has experience supporting municipal aggregation programs and complies with all requirements applicable to the implementation and administration of such programs.

NOPEC holds and will continue to maintain all permits, approvals, and authorizations necessary to perform the services described in this RFP for the term of any agreement awarded. Supporting documentation, including PUCO certification information, will be provided upon request.

Energy Supplier Selection Process

NOPEC's selection of its current supplier was conducted through a national request for proposal process for best-in-class suppliers for electric and natural gas supply and with the assistance of an independent national energy procurement consultant. NOPEC's RFP contained stringent requirements including but not limited to favorable pricing, financial security for performance, creditworthiness/credit rating of the supplier, supplier's

performance and commitment to renewable energy development in the US, commitment to energy efficiency and sustainability support for our 250+ Ohio member communities, and innovative NOPEC programming, flexibility, exclusivity, and the absence of fees for NOPEC customers.

Customer service is paramount, with quality standards in place regarding back office, call center, opt out mailing administration and other customer-facing activities. The best-in-class call center was also a requirement, resulting in NOPEC's 24/7 call center in the United States, setting it apart from every other governmental aggregator. NOPEC also goes to great lengths to ensure compliance with all Federal, Ohio and local laws and regulations. The result of our nationwide process was the selection of NextEra Energy, the largest developer of renewable generation projects in North America with the highest credit rating of any electric company in the country. The long term contract we entered into with NextEra benefits our member communities and their residents in the NOPEC aggregation, as NOPEC negotiates on their behalf in procuring a highly competitive price and terms for energy commodity without the risk of engaging with unknown, direct-to-market suppliers with less favorable creditworthiness or questionable supply chain partners lacking commitment to sustainability. In addition, the selected supplier by NOPEC, NextEra Energy, aligns with and meets NOPEC's core values and mission.

Energy Supplier Overview

NextEra Energy, Inc. (NYSE: NEE) is a leading clean energy company headquartered in Juno Beach, Florida. NextEra Energy owns Florida Power & Light Company, which is America's largest electric utility and sells more power than any other utility, providing clean, affordable, reliable electricity to approximately 5.8 million customer accounts, or more than 12 million people across Florida.

NextEra Energy also owns a competitive clean energy business, NextEra Energy Resources, LLC, which, together with its affiliated entities, is the world's largest generator of renewable energy from wind and sun and is a world leader in battery storage. Through its subsidiaries, NextEra Energy generates clean, emissions-free electricity from seven commercial nuclear power units in Florida, New Hampshire and Wisconsin. NextEra Energy has been recognized often by third parties for its efforts in sustainability, corporate responsibility, ethics and compliance.

NextEra Energy industry recognition:

- Strong long-term credit ratings of A- from Standard & Poor's, Baa1 from Moody's, and A- from Fitch.
- In 2025, NextEra Energy was included on Forbes "America's Best Companies" list.
- In 2025, NextEra Energy was once again named to Fortune's list of "Most Admired Companies" in the electric and gas utilities industry.
- NextEra has been recognized as one of the "World's Most Ethical Companies" by the Ethisphere Institute 14 times.

- NextEra Energy was named to Newsweek’s list of America’s Most Responsible Companies in 2024 for the fourth year in a row.

Strategy to Support Local, Renewable, and Clean Energy Supply

Since 2017, the NOPEC & NextEra partnership has been a driving force in renewable energy investments across North America. To date, our partnership has resulted in over \$156 million in renewable development investments, including investing more than \$80 million directly into the Columbus Region.¹ In addition, NextEra is awaiting regulatory approval for a large-scale Circleville Solar Project in Pickaway County, which is planned to generate up to 70 MW of clean, renewable energy in the Columbus Region. See table below for additional information.

Local, Renewable, and Clean Energy Supply Projects			
Status	Project Name	County	Size (MW)
Operational	Jackson Pike Solar	Franklin	18
Operational	Parsons Ave Solar	Franklin	27
Awaiting Regulatory Approval	Circleville Solar Project ²	Pickaway	Up to 70

Energy Hedging Strategy

NOPEC is a recognized leader in energy hedging strategies for governmental aggregation programs, using disciplined, multi-year procurement and risk management practices to reduce price volatility, stabilize rates for residents and businesses, and deliver more predictable energy costs than many competing aggregation providers.

Three Rivers Energy was engaged by NOPEC following a national search to provide an additional layer of expertise and oversight in hedging and procurement as NOPEC secures electricity and natural gas supply for its member communities. Three Rivers Energy has structured and managed more than \$2 billion in energy transactions, including electricity and natural gas contracts, tolling agreements, power purchase agreements, voluntary and compliance REC transactions, and fuel oil hedges for retail, industrial, and institutional clients. NOPEC’s primary contact, Managing Director Doug Condon, brings more than 35 years of experience in the energy industry. This structure provides NOPEC with deep governmental aggregation experience, institutional procurement discipline, access to large-scale supplier capabilities, and a framework for prudent risk management.

Prior Experience

Organizational Capacity, Tools, and Administrative Resources

NOPEC has administered municipal electric and natural gas aggregation programs for 25 years, serving hundreds of communities across Ohio and managing procurement, program launch, opt-out administration, customer support, and long-term program operations.

¹ <https://www.columbus.gov/News-articles/City-Begins-Construction-of-Two-Solar-Projects-in-Support-of-Division-of-Power-Customers-Columbus-Climate-Action-Plan>

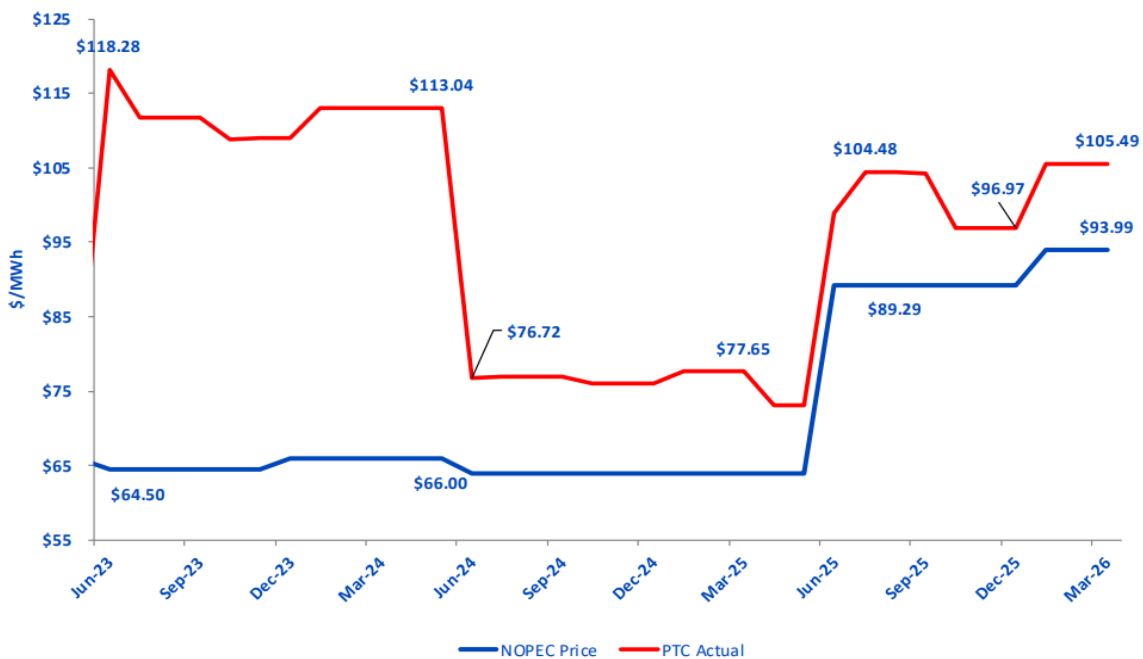
² https://www.nexteraenergyresources.com/circleville-solar/project-overview.html?utm_source=chatgpt.com

Through nearly 1 million aggregated residential and small business accounts, NOPEC leverages scale to secure strong supplier participation and competitive pricing.

Price Competitiveness, Stability, and Risk Management: Understanding Powell’s RFP emphasis on both price competitiveness and stability, NOPEC addresses this through a conservative, market-responsive procurement strategy that combines disciplined purchasing, large-scale portfolio diversification, and continuous monitoring of wholesale markets and utility benchmark pricing. Customers retain no-penalty opt-out protections and flexible rate options, and NOPEC has demonstrated a willingness to return customers to utility default service when it offers better value.

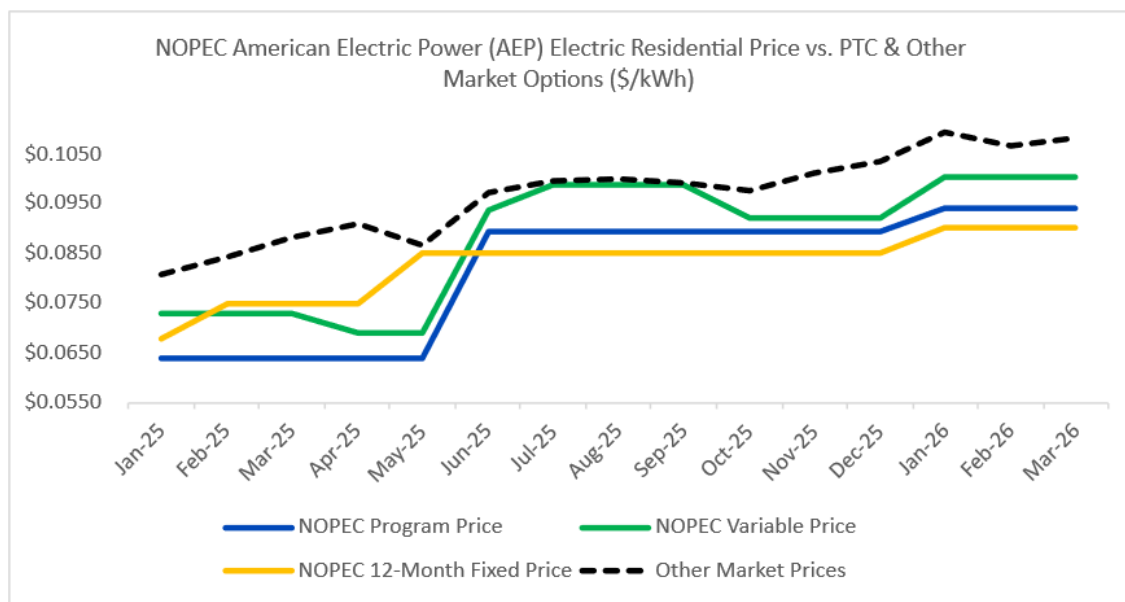
For Powell, this approach balances renewable goals, market discipline, price transparency, and strong customer protections. During the 2023–2026 electric term in AEP territory, NOPEC’s Standard Program averaged roughly 25–30% lower than AEP’s Price to Compare (PTC) while also supporting community grants and local sponsorships (see chart below).

NOPEC SPP vs AEP PTC



Note: SPP = Standard Program Price; and PTC = Price to compare

NOPEC’s broader portfolio of electric products have also shown significant savings versus marketplace options in the AEP territory:



Electric Chart Footnotes:

- 1) NOPEC Variable Price (FE & AEP) is a 6% discount to the Utility's Price to Compare (PTC)
- 2) "Others" represents the blended average 12-month term offers published by the largest Retail Electric Suppliers* on EnergyChoiceOhio.gov and the PTC (FE 80%/20%; AEP 61%/39%).

Renewable Strategy and Clean Energy Support: NOPEC has long operated at the intersection of aggregation and sustainability, with more than 12.2 million Renewable Energy Credits (RECs) retired since 2017 through its aggregation programs. NOPEC has also committed to supporting 50% renewable baseload in its Standard Program by 2030, demonstrating a clear trajectory toward cleaner supply that supports Powell’s ambitious goals of a proposed 100% renewable structure.

Beyond procurement, NOPEC supports clean energy development and community sustainability through supplier-backed investments—including over \$100 million contributed to the EarthEra® Trust for renewable projects—as well as initiatives such as SolSmart solar readiness programs, municipal decarbonization assessments, and energy efficiency investments. Together, these efforts position NOPEC not just as an energy supplier, but as a long-term partner in advancing community clean energy strategies.

Sustainability Planning: NOPEC supports member communities by advancing local sustainability, energy resilience, and climate planning initiatives. NOPEC works with communities to develop and implement programs that strengthen energy efficiency, expand clean energy adoption, and improve long-term infrastructure resilience. We also connect communities to technical resources, policy guidance, and best practices that help local governments integrate sustainability goals into practical projects and community programs.

Customer Service and Account Management: NOPEC supports member communities through a 24/7 Customer Care Center designed to provide responsive, high-quality service throughout the life of the aggregation program. The NOPEC Customer Care Center, located in Marquette, Michigan, includes a dedicated team of more than 20 full-time call center agents, along with a Team Supervisor and NOPEC Customer Service Program Manager who are experienced in all aspects of NOPEC’s electric and natural gas aggregation programs. The team also manages the online chat function available through the NOPEC website.

Staffing levels are structured around strict Service Level Agreement (SLA) standards, ensuring agents are available 24 hours per day, 7 days per week. The call center maintains strong performance metrics, including a 98% average quality score year-to-date, an average annual call volume of approximately 5,580 calls, and an average wait time of just 8.3 seconds, with a dropped call rate of less than 0.001%. The center also provides translation services supporting over 100 different languages and disability assistive services to ensure accessibility for all customers. NOPEC maintains active oversight of customer service performance. The operations team reviews weekly dashboard reports, monitors calls during peak periods, and can pull and review calls at any time. All customer complaints are assessed and addressed within one business day to ensure prompt resolution.

In addition, each member community is assigned a dedicated Relationship Manager who serves as the primary liaison with local leadership. Relationship Managers assist with constituent inquiries, coordinate issue resolution with energy suppliers, and provide updates to city leadership to ensure the program remains aligned with community priorities. Together, this combination of professional call center support and community-level account management will ensure Powell residents receive reliable service and responsive program administration.

Reporting, Transparency, and Performance Monitoring: NOPEC employs a structured oversight framework to track supplier performance, program participation, pricing competitiveness, customer service outcomes, and regulatory compliance. Core monitoring areas include enrollment and participation levels, opt-out and attrition trends, complaint resolution, pricing comparisons to utility benchmarks, and key program milestones and notification requirements.

Aligned with Powell’s emphasis on Reporting and Transparency as a key evaluation factor, NOPEC’s governance model provides a strong advantage. As a public council of governments, NOPEC operates with a member-led structure that emphasizes accountability, open governance, and clear program reporting to participating communities and their elected leadership. This structure ensures that member communities and the Board of Directors maintain high standards of transparency, oversight, and professional conduct throughout program administration.

Community Outreach and Public Education: NOPEC’s outreach model can help ensure Powell residents understand how aggregation works and why specific program options have been selected (i.e., renewable energy products). NOPEC’s approach includes pre-launch briefings for local officials and residents, support for public meetings and hearings, legally required opt-out notices written in plain language, community-specific FAQs and educational materials, ongoing communications when pricing or program conditions change, and continuous access to live customer support.

For Powell, where renewable content and program structure may generate heightened public interest, NOPEC’s outreach framework helps ensure residents receive clear, transparent information throughout program launch and operation. NOPEC’s effective aggregation programs depend not only on sound procurement, but also on consistent public education and communication with residents.

Economic Development and Community Investment Initiatives: NOPEC supports member communities through a range of economic development, sustainability, and funding initiatives designed to expand access to energy resources, strengthen local economies, and attract external investment. Collectively, the programs highlighted below allow NOPEC member communities to leverage external resources, modernize public facilities, reduce energy costs for businesses and residents, and advance long-term economic and sustainability goals.

NOPEC Energizing Communities (NEC) Grant Program - NOPEC provides annual funding to member communities to support local energy efficiency, infrastructure improvements, and community development projects. Grants are allocated based on a community’s electric and/or natural gas program participation and can be used for projects such as municipal building energy upgrades, lighting retrofits, HVAC improvements, public safety facility enhancements, park and recreation infrastructure, and other community capital needs. Since 2010, \$62 million have been distributed to hundreds of Ohio communities, helping municipalities reduce energy costs, modernize public facilities, and fund projects that might otherwise be difficult to finance through local budgets. Many communities also choose to escrow NEC grant funds over multiple years to support larger capital improvements. The program reflects NOPEC’s broader mission to reinvest aggregation program benefits directly back into the communities it serves.

Property Assessed Clean Energy (PACE) Program - NOPEC supports economic development and energy investment in member communities through PACE financing programs. PACE enables commercial, industrial, nonprofit, and certain multifamily property owners to finance energy efficiency, renewable energy, and resiliency improvements with long-term, fixed-rate capital that is repaid through a special assessment on the property tax bill rather than a traditional loan structure. Through partnerships with PACE administrators and capital providers, NOPEC helps connect member communities and local property owners with financing that supports building modernization, reduces energy costs, and stimulates private investment in local

infrastructure. PACE projects often create local construction activity while helping communities advance sustainability and economic development goals.

Savings Through Efficiency Program (STEP) Loan Program – NOPEC provides a financing program designed to help homeowners fund energy efficiency and home improvement projects through low-interest loans. The STEP Program supports upgrades such as HVAC systems, insulation, windows, roofing, and other improvements that reduce energy use and utility costs. Loans are typically repaid through the homeowner’s property tax bill over time, allowing residents to spread costs over multiple years while benefiting from immediate energy savings. For NOPEC member communities, STEP loans help expand access to efficiency improvements, reduce long-term household energy costs, and stimulate local economic activity by supporting home improvement and contractor services.

Small Business Energy Audit Program – NOPEC’s Small Business Energy Audit Program helps businesses in member communities offset the cost of professional energy audits. A dedicated Business-to-Business Manager works directly with local economic development leaders to deploy these funds and strengthen partnerships with the U.S. Small Business Administration.

Sustainability Technical Assistance Resource (STAR) Program - Through NOPEC’s STAR Program, several Ohio communities received municipal carbon inventories, building energy audits, and solar site readiness assessments. NOPEC fully funded these assessments, averaging approximately \$70,000 per community, providing participating municipalities with documentation needed to pursue federal and state energy and sustainability grants.

Federal and State Grant Development - NOPEC actively pursues external funding opportunities on behalf of member communities. Current efforts include serving as the lead applicant for a \$20 million EPA Community Cares grant focused on residential and community solar initiatives. NOPEC has also supported major grant proposals, including a \$2.9 million application for the City of Warren for streetlight modernization through the Governor’s Office of Appalachia. This federal and state grant development capacity is available to all NOPEC community members, which is positioned to support the city of Powell’s long term development priorities.

USDA Energy Program Partnership - NOPEC maintains a long-standing partnership with the U.S. Department of Agriculture, securing multiple rounds of funding to provide low-cost energy efficiency loans to small businesses in member communities. Since 2017, several million dollars have been deployed through this program, including a recent \$2.5 million award currently in use, with discussions underway regarding a potential \$20 million expansion.

NOPEC Neighborhood Next Program – This is a new path for low-and-moderate-income, energy efficient home ownership targeted at veterans. Working through the Ohio Property

Assessed Clean Energy laws, NOPEC has uncovered a way to enable LMI individuals to purchase and thrive in an energy efficient home, possessing 30-60% equity on day 1 of their ownership of the home. NOPEC is currently piloting this program in coordination with the Ashtabula County Land Bank in Northeast Ohio for 4 new-built homes.

Ennovate Advisors Program – This is a strategic division of NOPEC that helps Ohio businesses, municipalities, and non-profit organizations make informed energy decisions through transparent, expert guidance. Ennovate offers competitively sourced electric and natural gas procurement using multi-supplier bidding, customized pricing strategies, and personalized support from a dedicated energy advisor. From assisting in contract review to enrollment, Ennovate serves as a trusted resource for organizations looking to manage energy costs with confidence. In NOPEC member communities, Ennovate Advisors only serves businesses that exceed the energy usage allowed for participating in the community’s aggregation program.

Relevant Organizational Experience and Comparable Past Performance

NOPEC has extensive experience administering electric and natural gas aggregation programs for communities of varying sizes across Ohio. The following examples illustrate NOPEC’s ability to successfully launch and manage aggregation programs, support community outreach during enrollment, and deliver measurable local benefits through initiatives such as the NOPEC Energizing Communities Grant Program, community sponsorships, and targeted infrastructure and energy efficiency investments. Collectively, these partnerships demonstrate NOPEC’s consistent track record of reliable program administration, strong municipal collaboration, and meaningful community investment.

City of Reynoldsburg (Electric and Natural Gas Member)

The City of Reynoldsburg, Franklin County, joined NOPEC’s Electric Aggregation in August 2023 and NOPEC’s Natural Gas Aggregation in May 2023. NOPEC currently serves 15,817 enrollments combined for electric and natural gas. Over the duration of the city’s NOPEC membership, Reynoldsburg has been awarded over \$155,000 in NEC Grants for energy efficiency upgrades to municipally owned buildings. Reynoldsburg elected to escrow their NEC Grant for two years to fund a major lighting replacement project at city hall this year. The project significantly reduced energy use at city hall and improved lighting for visitors and employees. Reynoldsburg’s annual Tomato Festival turned 60 years old in 2025, and NOPEC’s \$3,500 sponsorship went a long way to ensuring a successful event this year.

Village of Lexington (Electric and Natural Gas Member)

The Village of Lexington, Richland County, joined NOPEC’s Electric Aggregation in September 2018 and NOPEC’s Natural Gas Aggregation in May 2020. NOPEC currently serves 1,793 enrollments combined for electric and natural gas. Over the duration of the village’s NOPEC membership, the village has been awarded over \$66,000 in NEC Grants for upgrades to municipally owned buildings. Specific projects include a 2023 roof replacement for the Lexington Senior Center and window replacements for the same

building in 2025. NOPEC also proudly sponsored Lexington’s “2025 Blueberry Festival of Ohio” in the amount of \$1,500.

City of Springfield (Electric Member)

The City of Springfield, Clark County, joined NOPEC’s Electric Aggregation in December 2018, with a current enrollment of 11,467. Since 2018, Springfield has been awarded nearly \$500,000 in NEC Grants that have been used to fund various important projects. NOPEC is particularly proud of our NEC Grant being used to replace the roof for Springfield’s Fire Station #1 in 2019 and the roof for the Downs Building in 2025, which houses the city’s SWAT personnel and equipment. NOPEC also sponsored a community bicycling festival and winter holiday celebration for the city in 2025, totaling \$2,000.

City of Richmond Heights (Electric and Natural Gas Member)

The City of Richmond Heights, Cuyahoga County, with approximately 10,500 residents, recently expanded its participation with NOPEC by adding an Electric Aggregation Program to its existing natural gas membership. During the program launch, NOPEC’s Relationship Manager provided guidance and assistance throughout the electric aggregation enrollment and onboarding process, including leading public meetings to help residents understand the program. The city has also benefited NEC Grants, which supported improvements such as replacing two air conditioning units at the Community Center in 2021 (\$10,950) and upgrading City Hall lighting to LED in 2024 (\$11,220). In addition, NOPEC supported community engagement through sponsorship of the city’s 2024 Fall Fun Festival (\$750).

Saybrook Township (Electric and Gas Member)

Saybrook Township, Ashtabula County, with approximately 10,000 residents, is a long-standing dual-member NOPEC community, participating in the electric aggregation program since 2001 and the natural gas program since 2002. The township has also benefited from several NOPEC-supported community initiatives. Through the NOPEC Foundation, a \$39,500 matching grant helped fund new water-rescue suits for the county’s emergency response team after the closure of a local U.S. Coast Guard facility required expanded emergency services in the region. In addition, nearly \$80,000 in NEC Grants has supported modernization and upgrades to the Township’s fire hall, helping strengthen local emergency infrastructure.

Minimum Prior Experience Requirements

Per the RFP requirements, NOPEC has provided the following evidence as the minimum prior experience requirements in the following Appendices:

- Appendix A - Most Current Audited Financial Statements.
- Appendix B – Current NOPEC Members. This comprehensive list includes join date, which is responsive to the RFP’s minimum 5 years in electricity supply and delivery.
- Appendix C – NOPEC and NESO Current CRES Provider Certificates.

Personnel

Quality and Expertise of Technical and Support Personnel

The NOPEC team consists of a diverse group of public servants that provide the highest level of community and consumer support. Our team is built around core values and united to serve as a key resource for all NOPEC member communities. The following list notes key staff that will be available to provide direct support during the on-boarding process, however, NOPEC is proud to have a team of 20+ FTE professionals available to support the community from sustainability to economic development to policy advocacy or aggregation program support.

Direct Support for the City of Powell

Ross McDonald; Director of Community Expansion

Experience: As NOPEC's inaugural Director of Community Expansion, Ross leads residential aggregation growth strategy across Ohio. Prior to NOPEC, he served as Director of Elections for Lake County and brings more than 15 years of experience in public administration and nonprofit board leadership. A native of Central Ohio, Ross is a graduate of Ohio Wesleyan University.

Role: Facilitate the regulatory and implementation process for Powell's aggregation program, including coordination with the Public Utilities Commission of Ohio (PUCO), preparation and filing of the Plan of Operation and Governance (POG), management of utility eligibility file requests, development and submission of opt-out notices and required regulatory materials, and oversight of the initial customer enrollment and opt-out period to ensure full compliance with Ohio Revised Code §4928.20 and related PUCO requirements.

Brenda Fargo; Director of Member Development

Experience: Over 25 years working in various roles related to utility aggregation in Ohio, Pennsylvania, Illinois and Massachusetts at the municipal level. She is also the former Mayor and Councilwoman; City of Green, Ohio.

Role: Support the regulatory and implementation process for Powell's aggregation program, including coordination with the Public Utilities Commission of Ohio (PUCO), preparation and filing of the Plan of Operation and Governance (POG), management of utility eligibility file requests, development and submission of opt-out notices and required regulatory materials, and oversight of the initial customer enrollment and opt-out period to ensure full compliance with Ohio Revised Code §4928.20 and related PUCO requirements.

Genny Costanzo; Relationship Manager

Experience: Government and stakeholder relations professional with over 18 years of relationship-focused experience, including 8+ years in Relationship Management and

government engagement across Ohio. Skilled in legislative outreach, strategic advocacy, stakeholder coordination, and public representation for complex energy aggregations.

Role: Serve as the primary point of contact for the city throughout the life of the aggregation program, providing ongoing coordination between the municipality, the energy supplier, and the utility. Responsibilities include responding to constituent inquiries, coordinating issue resolution, providing program performance updates, supporting community communications, and ensuring the program continues to align with the City's policy priorities and regulatory requirements.

Aaron Marcovy; Chief Business Development Officer

Experience: Oversees Government Affairs, Community & Economic Development and Business-to-Business support and works closely with other internal stakeholders, including Marketing, Finance, Operations, and Information Systems, to ensure alignment across the organization's growth strategy. Administers business-to-business grants & programs, and the largest energy efficiency grants program in Ohio.

Role: Provide economic development support services to the City by connecting local businesses, residents, and municipal leadership with NOPEC's community investment and energy programs. Responsibilities include assisting with access to Energizing Communities grants, energy efficiency financing programs such as STEP and PACE, small business energy audit support, and identifying opportunities for federal, state, and private funding that advance local economic development and sustainability goals.

Caitlin Tomola; Marketing Manager

Experience: As the Marketing Manager at NOPEC, she blends her passion for communications and sustainability to assist member communities. With an educational background in Public Relations and Environmental Health Science, she is dedicated to enhancing public understanding of the energy industry and its environmental impact.

Role: Provide communications and outreach support during program onboarding, including development of community education materials, website updates, and social media content to help residents understand the aggregation program, enrollment process, and available energy supply options. Responsibilities include supporting public meetings, coordinating messaging with City leadership, and ensuring residents have clear and accessible information throughout the program launch.

Indirect Personnel Support for the City of Powell

Advocacy

Chuck Keiper III; Executive Director & CEO

Experience: More than 17 years elected-service – President, Portage County Board of Commissioners (1993 – 2010). Responsible for the overall leadership, management and accountability of all NOPEC programs and services. (2011 – Present)

Role: Provide overall executive oversight of the City’s aggregation program, ensuring effective program administration, regulatory compliance, and alignment with NOPEC’s strategic priorities and member community interests. Responsibilities also include supporting legislative and regulatory advocacy on behalf of member communities to protect municipal aggregation authority, consumer protections, and competitive energy markets in Ohio.

Joshua Burns; Director of Government Affairs

Experience: Responsible for directing the relationship management and political affairs of all related elected and appointed officials and key stakeholders/partners in order to enhance existing membership support and promote organizational growth.

Role: Provide government relations and stakeholder coordination support for the City’s aggregation program, serving as a liaison between NOPEC, local officials, and key regional energy stakeholders. Responsibilities include supporting municipal relationship management, assisting with policy coordination, and advocating for policies that protect municipal aggregation authority and competitive energy markets throughout the state of Ohio.

Sustainability

Deepa Vedavyas; Director of Resiliency and Sustainability

Experience: Urban sustainability and climate policy leader with more than 15 years of experience advancing clean energy and resilience initiatives. She previously led the City of Cleveland’s Clean and Equitable Energy Future Plan and helped secure LEED for Cities Silver certification. A global speaker at ICLEI’s World Congress and the World ESG Forum and a delegate to UN COP27 and COP28, she also serves on multiple local, state, and national advisory boards. She holds a Master’s in Urban Planning from Virginia Commonwealth University and a Master’s in Sustainability from Harvard University.

Role: Support NOPEC member communities by advancing local sustainability, energy resilience, and climate planning initiatives. Her role also includes connecting communities to technical resources, policy guidance, and best practices that help local governments integrate sustainability goals into practical projects and community programs.

Energy Supplier Support

David Sneed; Manager, Retail Operations for NextEra Energy Services

Experience: Experienced Business Analyst with a demonstrated history of working in electric and gas aggregations. Skilled in Analytical Skills, Microsoft Office suite, Customer Service and Operational Management.

Role: Support the technical onboarding and operational implementation of the aggregation program, including coordination with the local distribution utility, integration of customer enrollment data, scheduling of load nominations, and establishment of billing and settlement processes. Responsibilities include ensuring a smooth transition to supply service and maintaining compliance with PJM market and PUCO operational requirements.

Customer References

City of South Euclid, OH.

Mayor Georgine Welo

mayor@seuclid.com

(216) 381-0400 x221

Village of Lexington, OH.

Administrative Director Peter Them

pthem@lexingtonohio.us

(419) 884-7272

City of Lancaster, OH.

Mayor Don McDaniel

mayor@lancasterohio.gov

sseesholtz@lancasterohio.gov

(Executive Assistant)

(740) 687-6600

City of Reynoldsburg, OH.

Mayor Joe Begeny

jbegeny@reynoldsburg.gov

(614) 322-6800

City of Springfield, OH.

City Manager Bryan Heck

bryan.heck@springfieldohio.gov

(937) 324-7300

Contract Performance

Bankruptcy

NOPEC has never declared bankruptcy and maintains strong financial health. This claim is supported by the results of public audits and is maintained through strong public governance by the NOPEC Board of Directors. NOPEC is a proud multi-time recipient of the Ohio Auditor of State Award for exceptional public accounting practices. A copy of NOPEC’s most current Audited Financial Statements are provided in “Appendix A”.

Civil Penalties, Judgements, Consent Decrees, Other Sanctions

None.

Defaults and Noncompliance

None.

Cost Proposal

Product 1: Full Requirements Retail Electric Generation Supply Product

	(Fixed ¢/kWh)				
100% Green Offer : Sep26 Start	Energy	Capacity	Ancillaries	Green-E Voluntary RECS	Total Rate
12-Month	\$7.7180	\$2.9300	<i>Included in Energy</i>	\$0.3510	\$10.9990

- REC adder reflects current Voluntary REC brokers offers and estimated Green-E costs.
- NOPEC offers 7 different products for its customers. The price quoted above is for the 100% Green-E® REC product as the default. Even if a customer switches to the non-renewable product within NOPEC’s portfolio, they will still receive a minimum 25% REC backed product. More information regarding the additional power products is listed below in the Additional NOPEC Electric Products section.
- Energy prices reflect current unhedged market estimate, subject to change with market movement. NOPEC reserves the right to re-bid the City’s load to save the program additional costs upon award.

Where are the RECs being quoted sourced from? NOPEC is committed to sourcing Green-E® RECs as close to our customer footprint as is commercially reasonable.

Additional NOPEC Electric Products

While NOPEC understands that Powell's request is specifically for 100% renewable supply, the City's RFP also permits responders, at their discretion, to include additional pricing structures or products that may be valuable for consideration. This optional flexibility should not be read as a substitute for Powell's requested renewable structure. Rather, it reflects NOPEC's ability to support future program evolution if the City ever wishes to evaluate additional product pathways.

Accordingly, beyond providing a fully responsive 100% renewable proposal, NOPEC also offers its electric aggregation members exclusive, member-only power products, including alternative rate schedules beyond those contained in this proposal, as summarized below.

- **NOPEC's Standard Program Price**, which currently includes 25% REC-backed content is variable in nature and is consistently cheaper than the electric utility's price to compare (PTC). The Standard Program traditionally serves as the default product upon enrollment for new member communities seeking standard electric (carbon mix).
- **12- or 24-Month Fixed Products**. After enrollment, residents can shop among our fixed-term products of 12 and 24 months (both carbon mix and 100% renewable). In NOPEC member communities, residents may abandon the duration of their fixed term without penalty should they decide on a different supplier offering. This feature is extraordinarily rare in Ohio's energy marketplace.
- **Monthly Variable Rate**. For electric program participants, this product is a guaranteed savings of 6% -vs- the utility's PTC.

Funding Model

Our aggregation programs are structured to impose no membership dues on participating communities. All administrative costs to operate aggregation programs with NOPEC are funded through negotiated supplier agreements, which eliminates any need for municipal funding or kilowatt hour fees. These supplier agreements cover NOPEC's operational costs, which includes contract negotiation, customer communications, program administration, and community outreach. As a result of this council of government funding model, NOPEC community members do not get charged a fee for aggregation services. This is a competitive advantage for communities that use a council of government aggregation compared to a consultant-led aggregation program.

Contract Terms, Compliance, and Aggregation Agreement

NOPEC understands and accepts the legal and operational framework applicable to Ohio governmental aggregation, including Ohio Revised Code Section 4928.20, applicable PUCO oversight, opt-out notice requirements, customer eligibility rules, and Plan of Operation and Governance requirements.

NOPEC also supports the following Powell requirements:

- no termination fee for program participants,
- full requirements supply responsibility,
- utility consolidated billing where available,
- and supplier accountability for service performance and operational integrity.

NOPEC’s existing philosophy is already consistent with these requirements. NOPEC does not charge termination fees, does not impose hidden charges, and is structured to avoid direct financial burden on participating communities.

Draft copies of the NOPEC Electric Agreement, its Bylaws, and the NOPEC Plan of Operations and Governance are submitted as one document titled “Appendix D – NOPEC Power Supply Agreement.”

Implementation Timeline

Task	September 2026 Supply Start	October 2026 Supply Start
	PENDING: City of Powell	
Community-approved POG filing with the PUCO	6/10/2026	7/6/2026
Request utility eligibility files	6/17/2026	7/15/2026
Opt-out materials due to Legal	7/9/2026	8/6/2026
Opt-out materials due to the PUCO	7/10/2026	8/7/2026
NOPEC reviews mailing lists	7/9/2026- 7/13/2026	8/5/2026- 8/7/2026
Proof review process	7/16/2026- 7/20/2026	8/10/2026- 8/12/2026
Mail date	7/22/2026	8/19/2026
Opt-out period	7/23/2026- 8/12/2026	8/20/2026- 9/9/2026
Supply begins	8/28/2026 forward	9/29/2026 forward

ATTACHMENT A

Non-Collusion Affidavit


STATE OF OHIO :
: **SS**
COUNTY OF CUYAHOGA :

The undersigned Supplier (“Affiant”), being first duly sworn and cautioned, states the following in connection with the proposal for Powell’s Request for Proposals – Full Requirements Retail Electric Generation Supply for Powell’s Opt-Out Governmental Aggregation Program:

1. I understand and acknowledge that it is against the law to engage in collusion when preparing a bid for a public contract and hereby certify that the bid amount contained in this bid is an independent, balanced and honest bid amount, made without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to the prices contained herein, with any other contractor or competitor or any elected or appointed official or employee of the City.
2. I further certify that the subcontractors and/or Suppliers with whom I expect to deal, if awarded this contract, have certified that their bids are made without collusion or communication as provided herein.
3. I further understand that my bid will be rejected if there is evidence of collusion, including disclosure of the prices in this bid, either directly or indirectly, to any other Supplier prior to opening.

FURTHER AFFIANT SAYETH NAUGHT.

SUPPLIER: NOPEC/NextEra Energy Services Ohio

By: 

Printed Name and Title:
Ross McDonald, Director of Community Expansion

Sworn to before me and subscribed in my presence this 29th day of April, 2026.


Notary Public



BONNIE BRODNIK
Notary Public
State of Ohio
My Comm. Expires
November 18, 2029

County	Account Name	Electric	Since	Address 1
Ashtabula	Andover Township	Yes	2/1/2001	410 East Main St. Andover Township, OH 44003
Ashtabula	Ashtabula	Yes	9/1/2000	Municipal Bldg, 1st Floor, 4717 Main St Ashtabula, OH 44004
Ashtabula	Ashtabula County	Yes	9/1/2000	25 W. Jefferson St Jefferson, OH 44047
Ashtabula	Ashtabula Township	Yes	2/1/2001	2718 North Ridge Road East Ashtabula, OH 44004
Ashtabula	Austinburg Township	Yes	2/1/2001	P.O. Box 134 Austinburg, OH 44010
Ashtabula	Cherry Valley Township	Yes	2/1/2001	4045 Russell Rd Cherry Valley Township, OH 44032
Ashtabula	Colebrook Township	Yes	2/1/2001	7569 SR 46, Orwell Colebrook Township, OH 44076
Ashtabula	Conneaut	Yes	10/1/2001	294 Main Street Conneaut, OH 44030
Ashtabula	Denmark Township	Yes	2/1/2001	42 Clay Road Jefferson, OH 44047
Ashtabula	Dorset Township	Yes	2/1/2001	2561 SR 193 Dorset Township, OH 44032
Ashtabula	Geneva	Yes	8/1/2002	44 North Forest Street Geneva, OH 44041
Ashtabula	Geneva Township	Yes	2/1/2001	256 North Cedar Street Geneva, OH 44041-0670
Ashtabula	Geneva-on-the-Lake	Yes	10/1/2015	4929 South Warner Drive Geneva-on-the-Lake, OH 44041
Ashtabula	Harpersfield Township	Yes	2/1/2001	4858 Cork-Cold Springs Road Geneva, OH 44041
Ashtabula	Hartsgrove Township	Yes	2/1/2001	5321 SR 534 S. Hartsgrove Township, OH 44085
Ashtabula	Jefferson	Yes	10/1/2001	27 East Jefferson Street Jefferson, OH 44047
Ashtabula	Jefferson Township	Yes	2/1/2001	335 E. Erie St. Jefferson Township, OH 44047
Ashtabula	Kingsville Township	Yes	2/1/2001	5890 Cemetery Road Kingsville Township, OH 44048

County	Account Name	Electric	Since	Address 1
Ashtabula	Lenox Township	Yes	2/1/2001	PO Box 423 Lenox Township, OH 44047
Ashtabula	Monroe Township	Yes	2/1/2001	2650 SR 7 North Pierpont, OH 44082
Ashtabula	Morgan Township	Yes	2/1/2001	PO Box 245 Rock Creek, OH 44084
Ashtabula	New Lyme Township	Yes	2/1/2001	4672 Lenox New Lyme Rd Jefferson, OH 44047
Ashtabula	North Kingsville	Yes	10/1/2001	3541 East Center Steet North Kingsville, OH 44068
Ashtabula	Orwell	Yes	8/1/2000	179 West Main Street Orwell, OH 44076
Ashtabula	Orwell Township	Yes	2/1/2001	PO Box 672 Orwell Township, OH 44076
Ashtabula	Pierpont Township	Yes	2/1/2001	1109 ST RT 7 Pierpoint Township, OH 44082
Ashtabula	Plymouth Township	Yes	2/1/2001	4350 Runkle Ave. Ext. Ashtabula, OH 44004
Ashtabula	Richmond Township	Yes	2/1/2001	6489 Footville-Richmond Rd Richmond Township, OH 44003
Ashtabula	Roaming Shores	Yes	10/1/2001	2500 Hayford Rd P.O. Box 237 Roaming Shores, OH 44084
Ashtabula	Rock Creek	Yes	10/2/2001	PO Box 92 Rock Creek, OH 44084
Ashtabula	Rome Township	Yes	2/1/2001	PO Box 5057 Rome, OH 44085
Ashtabula	Saybrook Township	Yes	2/1/2001	7247 Center Rd. Saybrook Township, OH 44004
Ashtabula	Sheffield Township - Ashtabula	Yes	2/1/2001	PO Box 38 Kingsville, OH 44044
Ashtabula	Trumbull Township	Yes	2/1/2001	2443 State Route 534 Geneva, OH 44041
Ashtabula	Wayne Township	Yes	2/1/2001	9075 SR 193 Orwell, OH 44076
Ashtabula	Williamsfield Township	Yes	2/1/2001	PO Box 157 Williamsfield Township, OH 44093
Ashtabula	Windsor Township	Yes	2/1/2001	PO Box 223 Windsor Township, OH 44099

County	Account Name	Electric	Since	Address 1
Athens	Athens	No		8 East Washington Athens, OH 45701 Athens
Clark	Springfield	Yes	#####	76 East High St Springfield, OH 45502
Columbiana	Butler Township	No		2974 Slater Road Salem, OH 44493
Columbiana	Fairfield Township	Yes	3/1/2018	3062 Fairfield School Road Columbiana, OH 44408
Columbiana	Hanover Township	Yes	1/1/2020	29309 Lincoln Hwy Hanoverton, OH 44423
Columbiana	Hanoverton Village	Yes	1/11/2021	PO Box 177 State Route 9 Hanoverton, OH 44423
Columbiana	Knox Township	No		2895 Knox School Rd. Homeworth, OH 44634 Columbiana
Columbiana	Leetonia	No		300 East Main St. Leetonia, Ohio 44431
Columbiana	Middleton Township	No		50738 Richardson Street PO Box 295 Negley, OH 44441
Columbiana	Perry Township - Columbiana	Yes	1/1/2020	2198 North Ellsworth Avenue Salem, OH 44460
Columbiana	Unity Township	No		1430 Brookdale Ave East Palestine, OH 44413
Columbiana	West Township	No		8610 Knox School Rd. Minerva, OH 44657
Cuyahoga	Beachwood	Yes	12/1/2002	25325 Fairmount Blvd. Beachwood, OH 44122
Cuyahoga	Bedford	Yes	7/1/2002	165 Center Road Bedford, OH 44146
Cuyahoga	Bedford Heights	Yes	7/2/2002	5661 Perkins Road Bedford Heights, OH 44146
Cuyahoga	Bentleyville	Yes	7/3/2002	6253 Chagrin River Road Bentleyville, OH 44022
Cuyahoga	Berea	Yes	10/1/2001	11 Berea Commons Berea, OH 44017
Cuyahoga	Bratenahl	Yes	10/1/2001	411 Bratenahl Road Bratenahl, OH 44108
Cuyahoga	Brecksville	Yes	12/1/2002	9069 Brecksville Road Brecksville, OH 44141

County	Account Name	Electric	Since	Address 1
Cuyahoga	Broadview Heights	Yes	2/1/2002	9543 Broadview Road Broadview Heights, OH 44147
Cuyahoga	Brook Park	Yes	10/4/2001	6161 Engle Road Brook Park, OH 44142
Cuyahoga	Brooklyn	Yes	10/2/2001	7619 Memphis Avenue Brooklyn, OH 44144
Cuyahoga	Brooklyn Heights	Yes	10/3/2001	345 Tuxedo Avenue Brooklyn Heights, OH 44131
Cuyahoga	Chagrin Falls	Yes	10/1/2001	21 Washington Street Chagrin Falls, OH 44022
Cuyahoga	Chagrin Falls Township	Yes	11/1/2025	83 North Main Street Chagrin Falls, OH 44022
Cuyahoga	Cleveland	Previous	6/1/2018	601 Lakeside Ave Cleveland, OH 44114
Cuyahoga	Cleveland Heights	Yes	6/1/2018	40 Severance Circle Cleveland Heights, OH 44118 USA
Cuyahoga	Cuyahoga Heights	Yes	11/1/2000	4863 East 71st Street Cuyahoga Heights, OH 44125
Cuyahoga	East Cleveland	Yes	8/1/2000	14340 Euclid Ave E. Cleveland, OH 44112
Cuyahoga	Fairview Park	Yes	11/1/2002	20777 Lorain Road Fairview Park, OH 44126
Cuyahoga	Garfield Heights	Yes	10/1/2001	5407 Turney Road Garfield Heights, OH 44125
Cuyahoga	Gates Mills	Yes	7/1/2015	1470 Chagrin River Rd Gates Mills, OH 44040
Cuyahoga	Glenwillow	Yes	10/1/2001	29555 Pettibone Road Glenwillow, OH 44139
Cuyahoga	Highland Heights	Yes	10/1/2001	5827 Highland Road Highland Heights, OH 44143
Cuyahoga	Highland Hills	Yes	12/9/2015	3700 Northfield Rd. Highland Hills, OH 44122
Cuyahoga	Hunting Valley	Yes	7/1/2002	38251 Fairmount Blvd. Hunting Valley, OH 44022
Cuyahoga	Independence	Yes	#####	6800 Brecksville Rd Independence, Ohio 44131 United States
Cuyahoga	Lakewood	Yes	7/1/2000	12650 Detroit Ave. Lakewood, OH 44107
Cuyahoga	Linndale	Yes	10/1/2001	4016 West 119th Street Linndale, OH 44135

County	Account Name	Electric	Since	Address 1
Cuyahoga	Lyndhurst	Yes	10/1/2001	5301 Mayfield Rd Lyndhurst, OH 44124
Cuyahoga	Maple Heights	Yes	10/1/2001	5353 Lee Road Maple Heights, OH 44137
Cuyahoga	Mayfield Heights	Yes	2/1/2016	6154 Mayfield Rd. Mayfield Heights, OH 44124
Cuyahoga	Mayfield Village	Yes	7/1/2000	6622 Wilson Mills Road Mayfield Village, OH 44143
Cuyahoga	Middleburg Heights	Yes	8/1/2000	15700 Bagley Road Middleburg Heights, OH 44130
Cuyahoga	Moreland Hills	Yes	10/1/2001	4350 SOM. Ctr Rd Moreland Hills, OH 44022
Cuyahoga	Newburgh Heights	Yes	7/1/2000	3801 Harvard Avenue Newburgh Hts., OH 44105
Cuyahoga	North Olmsted	Yes	10/1/2001	5200 Dover Center Road North Olmsted, OH 44070
Cuyahoga	North Randall	Yes	10/1/2001	21937 Miles Rd. North Randall, OH 44128
Cuyahoga	North Royalton	Yes	10/1/2001	14600 State Rd. North Royalton, OH 44133
Cuyahoga	Oakwood	Yes	12/1/2000	24800 Broadway Avenue Oakwood Village, OH 44146
Cuyahoga	Olmsted Falls	Yes	10/1/2001	26100 Bagley Rd. Olmsted Falls, OH 44138-1897
Cuyahoga	Olmsted Township	Yes	12/1/2000	7900 Fitch Road Olmsted Township, OH 44138
Cuyahoga	Orange Village	Yes	8/1/2000	4600 Lander Rd. Orange Village, OH 44022
Cuyahoga	Parma	Yes	2/16/2021	6611 Ridge Road Parma, OH 44129
Cuyahoga	Parma Heights	Yes	10/1/2001	6281 Pearl Road Parma Heights, OH 44130
Cuyahoga	Pepper Pike	Yes	10/1/2001	28000 Shaker Blvd. Pepper Pike, OH 44124
Cuyahoga	Richmond Heights	Yes	7/1/2024	26789 Highland Rd Richmond Heights, OH 44143
Cuyahoga	Rocky River	Yes	11/1/2000	21012 Hilliard Boulevard Rocky River, OH 44116
Cuyahoga	Seven Hills	Yes	3/1/2018	7325 Summitview Drive Seven Hills, OH 44131
Cuyahoga	Solon	Yes	7/1/2000	34200 Bainbridge Rd. Solon, OH 44139

County	Account Name	Electric	Since	Address 1
Cuyahoga	South Euclid	Yes	6/1/2000	1349 South Green Road South Euclid, OH 44121
Cuyahoga	Strongsville	Yes	1/1/2001	16099 Foltz Pkwy. Strongsville, OH 44149
Cuyahoga	University Heights	Yes	7/1/2000	2300 Warrensville Center Road University Heights, OH 44118
Cuyahoga	Valley View	Yes	7/1/2000	6848 Hathaway Road Valley View, OH 44125
Cuyahoga	Walton Hills	Yes	7/1/2000	7595 Walton Road Walton Hills, OH 44146
Cuyahoga	Warrensville Heights	Yes	8/1/2000	4743 Richmond Road Warrensville Heights, OH 44128
Cuyahoga	Woodmere	Yes	9/1/2014	27899 Chagrin Boulevard Woodmere Village, OH 44122
Fairfield	Lancaster	Yes	1/1/2020	104 E Main St. Lancaster, Ohio 43130
Franklin	Reynoldsburg	Yes	8/1/2023	7232 East Main Street Reynoldsburg, OH 43068
Geauga	Auburn Township	Yes	12/1/2001	11010 East Washington Street Auburn Township, OH 44023
Geauga	Bainbridge Township	Yes	8/1/2001	17826 Chillicothe Road Chagrin Falls, OH 44023
Geauga	Burton	Yes	7/1/2000	14588 West Park Street P.O. Box 408 Burton, OH 44021
Geauga	Burton Township	Yes	5/1/2018	14821 Rapids Road P.O. Box 355 Burton, OH 44021
Geauga	Chardon	Yes	8/1/2000	111 Water Street Chardon, OH 44024
Geauga	Chardon Township	Yes	1/1/2001	9949 Mentor Road Chardon, OH 44024
Geauga	Chester Township	Yes	7/1/2002	12701 Chillicothe Road Chesterland, OH 44026
Geauga	Claridon Township	Yes	1/1/2001	13932 Mayfield Road P.O. Box 66 East Claridon, OH 44033
Geauga	Hambden Township	Yes	1/1/2002	13887 G.A.R. Highway Chardon, OH 44024
Geauga	Huntsburg Township	Yes	2/1/2001	16534 Mayfield Rd. Huntsburg, OH 44046

County	Account Name	Electric	Since	Address 1
Geauga	Middlefield Township	Yes	11/1/2001	15228 Madison Road Middlefield, OH 44062
Geauga	Middlefield Village	Yes	8/1/2000	14860 N. State Ave. Middlefield, OH 44062-1019
Geauga	Montville Township	Yes	3/1/2002	9755 Madison Road P.O. Box 116 Montville, OH 44064
Geauga	Munson Township	Yes	2/1/2002	12210 Auburn Road Chardon, OH 44024
Geauga	Newbury Township	Yes	1/1/2002	14899 Auburn Road Newbury, OH 44065
Geauga	Parkman Township	Yes	7/16/2002	16295 Main Market Rd. West Farmington, OH 44491
Geauga	Russell Township	Yes	7/1/2002	8501 Kinsman Road P.O. Box 522 Novelty, OH 44072
Geauga	South Russell	Yes	12/1/2000	5205 Chillicothe Rd. South Russell, OH 44022
Geauga	Thompson Township	Yes	6/1/2002	6741 Thompson Road PO Box 204 Thompson, OH 44086
Geauga	Troy Township	No		13950 Main Market Road Burton, OH 44021
Huron	Norwalk	Yes	6/1/2011	38 Whittlesey Ave. Norwalk, OH 44857
Lake	Concord Township	Yes	12/1/2002	7229 Ravenna Road Concord Township, OH 44077
Lake	Eastlake	Yes	6/1/2002	35150 Lakeshore Boulevard Eastlake, OH 44095
Lake	Fairport Harbor	Yes	12/1/2002	220 Third Street Fairport Harbor, OH 44077
Lake	Grand River	Yes	6/1/2001	205 Singer Ave. PO Box 125 Grand River, OH 44045
Lake	Kirtland	Yes	7/1/2002	9301 Chillicothe Rd. Kirtland, OH 44094
Lake	Kirtland Hills	Yes	8/1/2000	8026 Chillicothe Rd. Kirtland Hills, OH 44060
Lake	Lake County	Yes	12/1/2000	105 Main St. Painesville, OH 44077
Lake	Lakeline	Yes	8/1/2002	33801 Lake Shore Boulevard Lakeline, OH 44095

County	Account Name	Electric	Since	Address 1
Lake	LeRoy Township	Yes	12/1/2000	13028 Leroy Center Road Painesville, OH 44077
Lake	Madison Township - Lake	Yes	8/15/2000	2065 Hubbard Road Madison, Ohio 44057
Lake	Madison Village	Yes	2/1/2001	126 West Main Street Madison, OH 44057
Lake	Mentor	Yes	12/1/2000	8500 Civic Center Boulevard Mentor, OH 44060
Lake	Mentor-on-the-Lake	Yes	12/1/2000	5860 Andrews Road Mentor-on-the-Lake, OH 44060- 2827
Lake	North Perry Village	No		4449 Lockwood Rd. Perry, OH 44081
Lake	Painesville Township	Yes	12/1/2002	55 Nye Rd. Painesville Twp., OH 44077
Lake	Perry	Yes	11/1/2009	P.O. Box 100 3758 Center Road Perry, OH 44081
Lake	Perry Township - Lake	Yes	12/1/2002	3740 Center Road PO Box 65 Perry, OH 44081
Lake	Timberlake	Yes	8/22/2000	11 East Shore Blvd Timberlake , OH 44095
Lake	Waite Hill	Yes	7/1/2000	7215 Eagle Road Waite Hill, OH 44094
Lake	Wickliffe	Yes	4/1/2007	28730 Ridge Road Wickliffe, OH 44092
Lake	Willoughby	Yes	8/1/2000	1 Public Square Willoughby, OH 44094
Lake	Willoughby Hills	Yes	7/1/2000	35405 Chardon Road Willoughby Hills, OH 44094
Lake	Willowick	Yes	7/1/2000	30435 Lakeshore Blvd. Willowick, OH 44092
Lorain	Amherst Township	Yes	11/1/2013	7530 Oberlin Road Amherst Township, OH 44035
Lorain	Avon	Yes	7/1/2000	36080 Chester Road Avon, OH 44011
Lorain	Avon Lake	Yes	7/1/2000	150 Avon Belden Road Avon Lake, OH 44012
Lorain	Carlisle Township	Yes	2/1/2016	11969 State Route 301 Elyria, OH 44050

County	Account Name	Electric	Since	Address 1
Lorain	Columbia Township	Yes	12/1/2010	25496 Royalton Road Columbia Township, OH 44028
Lorain	Eaton Township	Yes	2/1/2016	12043 S. Avon Belden Rd. Grafton, OH 44044
Lorain	Elyria	Yes	8/1/2000	131 Court St. Elyria, OH 44035
Lorain	Elyria Township	Yes	6/1/2010	41416 Griswold Road Elyria, OH 44035
Lorain	Grafton Township	Yes	#####	17109 SR 83 17109 Avon Belden Road PO Box 100 Grafton, OH 44044
Lorain	LaGrange Township	Yes	7/13/2015	PO Box 565 LaGrange, OH 44050
Lorain	Lorain	No	7/1/2000	200 West Erie Avenue - 7th Floor Lorain, OH 44052
Lorain	New Russia Township	Yes	2/1/2016	46300 Butternut Ridge Rd. Oberlin, OH 44074
Lorain	North Ridgeville	Yes	7/1/2000	7307 Avon Belden Rd. North Ridgeville, OH 44039
Lorain	Penfield Township	No		41012 SR 18 Wellington, OH 44090
Lorain	Pittsfield Township	Yes	7/20/2021	47850 Hughes Road Wellington, OH 44090
Lorain	Sheffield Lake	Yes	8/1/2001	609 Harris Rd. Sheffield Lake, OH 44054
Lorain	Sheffield Township - Lorain	Yes	1/5/2015	5166 Clinton Avenue Lorain, OH 44055
Lorain	Sheffield Village	Yes	7/1/2000	4340 Colorado Avenue Sheffield Village, OH 44054
Lorain	South Amherst Village	Yes	10/1/2000	103 W. Main Street South Amherst, OH 44001
Lorain	Vermilion	Yes	6/1/2020	5511 Liberty Ave. Vermilion, OH 44089
Mahoning	Austintown Township	Yes	5/1/2026	
Mahoning	Beaver Township	Yes	5/1/2019	11999 South Ave. P.O. Box 598 North Lima, OH 44452
Mahoning	Berlin Township	Yes	5/1/2019	15823 Akron Canfield Road PO Box 95 Berlin Center, OH 44401

County	Account Name	Electric	Since	Address 1
Mahoning	Canfield Township	Yes	6/1/2025	21 South Broad St. Canfield, OH 44406
Mahoning	Coitsville Township	Yes	5/1/2019	3711 McCartney Road Lowellville, OH 44436
Mahoning	Ellsworth Township	Yes		
Mahoning	Goshen Township	Yes	5/1/2019	14003 W. South Range Road Salem, OH 44460
Mahoning	Green Township	Yes	5/1/2019	12184 Lisbon Road PO Box 72 Greenford, OH 44422
Mahoning	Jackson Township	Yes	5/1/2019	10613 Mahoning Avenue North Jackson, OH 44451
Mahoning	Mahoning County	Yes	5/1/2019	21 W. Boardman St. 2nd Floor Youngstown, OH 44503
Mahoning	Milton Township	Yes	5/1/2019	15992 Milton Ave. PO Box 308 Lake Milton, OH 44429
Mahoning	Sebring Village	Yes	#####	135 East Ohio Sebring, OH 44672
Mahoning	Smith Township	Yes	2/1/2021	846 N. Johnson Rd. Sebring, OH 44672 Mahoning
Mahoning	Springfield Township - Mahonin	Yes	5/1/2019	3475 E. South Range Road New Springfield, OH 44443
Medina	Brunswick	Yes	12/1/2000	4095 Center Road Brunswick, OH 44212
Medina	Chippewa Lake	Yes	8/13/2018	PO Box 25 24 Circle Crest Chippewa Lake, OH 44215
Medina	Gloria Glens Village	Yes	1/1/2019	7966 Lake Rd. PO Box 457 Chippewa Lake, OH 44215
Portage	Atwater Township	Yes	11/1/2000	1219 State Route 183 PO Box 9 Atwater, OH 44201
Portage	Brimfield Township	Yes	12/1/2000	1333 Tallmadge Road Kent, OH 44240
Portage	Charlestown Township	Yes	12/1/2000	6368 Rock Springs Road Ravenna, OH 44266
Portage	Deerfield Township	Yes	12/1/2000	1450 State Route 14 Deerfield, OH 44411

County	Account Name	Electric	Since	Address 1
Portage	Edinburg Township	Yes	12/1/2000	6856 Tallmadge Rd Rootstown, OH 44272
Portage	Franklin Township	Yes	12/1/2000	218 Gougler Avenue PO Box 291 Kent, OH 44240
Portage	Freedom Township	Yes	12/1/2000	8966 OH-700 Ravenna, OH 44266
Portage	Garrettsville	Yes	8/1/2001	8213 High Street Garrettsville, OH 44231
Portage	Hiram	Yes	7/1/2000	11617 Garfield Road Box 65 Hiram, OH 44234-0065
Portage	Hiram Township	Yes	12/1/2000	6352 Ohio State Route 82 PO Box 1827 Hiram, OH 44234
Portage	Kent	Yes	1/1/2001	215 East Summit Street Kent, OH 44240
Portage	Mantua Township	Yes	12/1/2000	11715 School Lane Mantua, OH 44255
Portage	Nelson Township	Yes	12/1/2000	11639 Windham Parkman Road Garrettsville, OH 44231
Portage	Palmyra Township	Yes	12/1/2000	3956 State Route 225 Palmyra Township, OH 44412
Portage	Paris Township (Portage Co.)	Yes	12/1/2000	9174 Newton Falls Road Ravenna, OH 44266
Portage	Portage County	Yes	12/1/2000	County Administration Building 449 South Meridian Street Ravenna, OH 43218
Portage	Randolph Township	Yes	12/1/2000	1639 State Route 44 Atwater, OH 44201
Portage	Ravenna Township	Yes	12/1/2000	6115 S. Spring Street Ravenna, OH 44266
Portage	Rootstown Township	Yes	12/1/2000	3988 State Route 44 Rootstown, OH 44272
Portage	Shalersville Township	Yes	12/1/2000	9090 OH-44 Ravenna, OH 44266
Portage	Suffield Township	Yes	12/1/2000	2150 May Road Mogadore, OH 44216
Portage	Sugar Bush Knolls	Yes	8/1/2014	PO Box 2127 Streetsboro, OH 44241

County	Account Name	Electric	Since	Address 1
Portage	Windham Township	Yes	2/1/2000	9011 North Main Street Windham, OH 44288
Richland	Lexington	Yes	9/1/2018	44 West Main St. Lexington, Ohio 44904
Richland	Madison Township - Richland	Yes	4/1/2025	817 Expressview Drive Mansfield, OH 44905
Seneca	Tiffin	Yes	#####	51 E. Market St. Tiffin, OH 44883
Stark	Alliance	Yes	3/21/2018	504 East Main St. Alliance, OH 44601
Stark	Massillon	Yes	6/1/2025	Municipal Government Annex 151 Lincoln Way East Massillon, OH 44646
Stark	North Canton	Yes	6/1/2025	145 N Main Street North Canton, Ohio 44720
Stark	Paris Township (Stark Co.)	Yes	4/1/2025	
Summit	Bath Township	No		3864 West Bath Road Akron, Ohio 44333 USA
Summit	Boston Heights	Yes	4/8/2025	45 E. Boston Mills Rd. Boston Heights, OH 44236
Summit	Boston Township	No		PO Box 123 Peninsula, Ohio 44264 USA
Summit	Clinton	Yes	8/1/2000	7871 Main St. Clinton, OH 44216
Summit	Copley Township	No		1540 S. Cleveland-Massillon Road Copley, OH 44321 USA
Summit	Coventry Township	No		68 Portage Lakes Drive Akron, Ohio 44319 USA
Summit	Cuyahoga Falls	No		Municipal Building 2310 Second Street Cuyahoga Falls, Ohio 44221 USA
Summit	Green	No		1755 Town Park Blvd. Green, OH 44685
Summit	Lakemore	Yes	8/1/2000	1400 Main Street Lakemore, OH 44250
Summit	Macedonia	Yes	7/1/2000	9691 Valley View Road Macedonia, OH 44056

County	Account Name	Electric	Since	Address 1
Summit	Munroe Falls	Yes	#####	
				5611 Manchester Road New Franklin, Ohio 44319 USA
Summit	New Franklin	No		
				10455 Northfield Road Northfield, OH 44067
Summit	Northfield	Yes	8/1/2000	
				9546 Brandywine Road Northfield Center, OH 44067 USA
Summit	Northfield Center Township	No		
				4060 Columbia Woods Dr. Norton, OH 44203
Summit	Norton	Yes	5/1/2025	
				1582 Main Street Peninsula, OH 44264
Summit	Peninsula	Yes	8/1/2000	
				3382 Glenwood Blvd. Reminderville, OH 44202
Summit	Reminderville	Yes	8/1/2000	
				4410 W. Streetsboro Rd. Richfield, OH 44286
Summit	Richfield	Yes	11/1/2007	
				3038 Boston Mills Road Brecksville, OH 44141 USA
Summit	Richfield Township	No		
				11551 Valley View Rd Northfield, OH 44067
Summit	Sagamore Hills Township	Yes	6/1/2018	
				2459 Canfield Road Akron, Ohio 44312 USA
Summit	Springfield Township - Summit	No		
				Ohio Building 175 South Main Street Akron, OH 44308
Summit	Summit County			
				10075 Ravenna Road Twinsburg, OH 44087
Summit	Twinsburg	Yes	7/1/2000	
				1790 Enterprise Parkway Twinsburg, Ohio 44087 USA
Summit	Twinsburg Township	No		
				1315 Churchill -Hubbard Road Liberty Township, OH 44505
Trumbull	Liberty Township	Yes	11/1/2005	
				451 Ohio Ave. McDonald, OH 44437
Trumbull	McDonald	Yes	1/1/2010	
				612 West Broad Newton Falls, OH 44444
Trumbull	Newton Falls	No		
				391 Mahoning Avenue N.W. Warren, OH 44483
Trumbull	Warren	Yes	9/1/2006	
				30 North Main St. Rittman, OH 44270
Wayne	Rittman	Yes	5/1/2024	

Competitive Retail Electric Service Provider Certificate

Certified Entity:

Northeast Ohio Public Energy Council

31360 Solon Rd, Ste 33

Solon, OH 44139

Certificate Number: **01-044E**

Effective Date: March 08, 2025

Expiration Date: March 08, 2027

Issued Pursuant to Case Number(s):

00-2317-EL-GAG

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

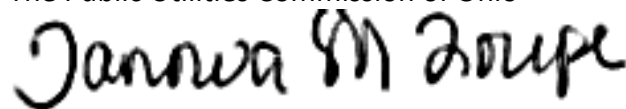
The certification of competitive retail electric service providers is governed by Chapters 4901:1-24 and 4901:1-21 of the Ohio Administrative Code, and Section 4928.08 of the Ohio Revised Code. This Certificate is revocable if all of the conditions set forth in the aforementioned case(s) are not met. The certified entity is subject to all rules and regulations of the Public Utilities Commission of Ohio now existing or hereafter promulgated.

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

Dated: **08 day of March, 2025.**



By Order of
The Public Utilities Commission of Ohio



Tanowa M. Troupe, Secretary
Michelle Green, Acting Secretary
Brian James, Acting Secretary
Robert Fadley, Acting Secretary

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

3/11/2025 4:20:48 PM

in

Case No(s). 00-2317-EL-GAG

Summary: Certificate No. 01-044E issued and electronically filed by Mr. Brandon J. Jenkins on behalf of PUCO Staff.



Competitive Retail Electric Service Provider Certificate

Certified Entity:

NextEra Energy Services Ohio LLC

601 Travis Street, Suite 1400
Houston, 77002

Certificate Number: **08-145E**

Effective Date: October 16, 2024

Expiration Date: October 16, 2026

Issued Pursuant to Case Number(s):

08-1081-EL-CRS

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

The certification of competitive retail electric service providers is governed by Chapters 4901:1-24 and 4901:1-21 of the Ohio Administrative Code, and Section 4928.08 of the Ohio Revised Code. This Certificate is revocable if all of the conditions set forth in the aforementioned case(s) are not met. The certified entity is subject to all rules and regulations of the Public Utilities Commission of Ohio now existing or hereafter promulgated.

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

Dated: **16 day of October, 2024.**



By Order of
The Public Utilities Commission of Ohio

Tanowa M. Troupe, Secretary
Michelle Green, Acting Secretary
Brian James, Acting Secretary
Susan Patterson, Acting Secretary

**This foregoing document was electronically filed with the Public Utilities
Commission of Ohio Docketing Information System on
10/17/2024 2:31:13 PM**

in

Case No(s). 08-1081-EL-CRS

Summary: Certificate No. 08-145E electronically filed by Nedra Ramsey on behalf of PUCO Staff.

AGREEMENT
ESTABLISHING THE
NORTHEAST OHIO PUBLIC ENERGY COUNCIL

This AGREEMENT is made and entered into as of November 8, 2000, by and among the political subdivisions identified below:

RECITALS:

WHEREAS, Ohio Revised Code Chapter 167 provides, in general, that the governing bodies of any two (2) or more political subdivisions may enter into an agreement establishing a regional council of governments for the purposes of promoting cooperative arrangements and agreements among its members and between its members and government agencies or private persons or entities, performing functions and duties which its members can perform and addressing problems of mutual concerns; and

WHEREAS, certain municipal corporations, counties, townships and regional councils of government of the State of Ohio have determined to enter into this Agreement Establishing the Northeast Ohio Public Energy Council for the purpose of carrying out a cooperative program for the benefit of the members acting as governmental aggregators to arrange for the purchase of electricity by the electric customers in these political subdivisions served by the operating utility companies of FirstEnergy Corp. pursuant to the authority provided under Ohio Revised Code Section 4928.20, and promoting any other cooperative programs which may be approved, from time to time, in accordance with this Agreement and the Bylaws described below;

NOW, THEREFORE, it is agreed by and among the municipal corporations, counties, townships and regional councils of government identified below, on behalf of whom this Agreement has been executed by their representatives in accordance with the authorizing resolution of each, that:

Section 1. Definitions.

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 under an Additional Program Agreement.

"Additional Program Agreement" means any agreement among some or all Members establishing an Additional Program in accordance with Section 5 hereof.

"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.

"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 Program.

"Aggregation Fund" means the fund established and maintained by the Fiscal Agent of the Council as a separate fund pursuant to Section 7 of the Bylaws, into which the Fiscal Agent shall deposit any and all moneys contributed by the Members for Aggregation Costs of the Council.

"Aggregation Program" means the cooperative program for the benefit of the Members acting as governmental aggregators to arrange for the purchase of electricity by electric customers in the political subdivisions served by the operating companies of FirstEnergy Corp. 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 10 thereof, a form of which is attached hereto as Exhibit A.

"Council" means the Northeast 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 for the operation of the Council and its Programs, in accordance with this Agreement, the Bylaws and any applicable Program Agreement.

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

"Member" means any municipal corporation, county, township and regional council of governments which pursuant to duly adopted legislation, has caused this Agreement to be executed in its name, which Member shall be listed on Exhibit B hereto, including any additional municipal corporation, county, township and regional council of governments which has caused this Agreement to be executed in accordance with Section 7 hereof, and has not withdrawn from the Council pursuant to this Agreement or the Bylaws.

"Program" means the Aggregation Program or any Additional Program.

Section 2. Name.

The name of the group composed of all Members shall be the "Northeast Ohio Public Energy Council".

Section 3. Representation of 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 or townships or regional councils of governments, shall be a member of its governing board or an officer chosen by such governing board.

Section 4. Adoption of Bylaws.

Within thirty (30) days following the effective date of this Agreement as determined pursuant to Section 11 hereof, the representatives shall meet for the purpose of adopting Bylaws. The affirmative vote of at least a majority of representatives of all Members shall be required for the adoption of the Bylaws, a form of which is attached as Exhibit A.

Section 5. The Aggregation Program: Additional Programs of the Council.

The Members will act jointly through the Council to establish and implement the Aggregation Program 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 Program. Upon certification of the Members by the PUCO, as may be applicable, the Council, on behalf of the Members, may effect the aggregation of the retail electrical 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 Program for the benefit of the Members and their respective electricity consumers.

The Board of Directors shall oversee and manage the operation of the Aggregation Program 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 Program pursuant to Ohio Revised Code Section 4928.20 to be adopted by each member.

The Council may establish, in addition to the Aggregation Program, 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 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.

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;
- (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;
- (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 6. 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 6(c) hereof and such withdrawal shall, except as otherwise provided in this Section 6, cause such Member's membership in the Council to be terminated. Such termination shall not be effective until (A) the end of the applicable two (2) or three (3) year 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; and (B) such withdrawing Member has paid to the Council the Administrative Fee (as defined in Section 6(d) hereof), if applicable.
- (b) Any Member wishing to withdraw from participation in any Program of the Council, including any aggregation Program of the Council for electricity or natural gas, shall notify the Council in the manner described in Section 6(c) hereof. Such withdrawal from a Program, regardless of whether a member participates in only one program, shall be effective:
 - (i.) At any time, without charge, as to a natural gas Program, if NOPEC is not enrolling natural gas customers in that Member's

community or offering a natural gas Program for a Member participating in the Council's aggregation Program for natural gas; or

- (ii.) At any time, without charge, as to an electric Program, if NOPEC is not enrolling electric customers in that Member's community or offering an electric program for a Member participating in the Council's electric aggregation Program; or
- (iii.) Without charge, with at least six (6) months prior written notice before any two (2) or three (3) year opt-out period expires for an existing Council natural gas or electric Program under which service is being provided to customers in the Member's community; or
- (iv.) At any other time, with six (6) months written notice, but only if the Member pays NOPEC the Administrative Fee.

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 include (i) a certified copy of duly adopted legislation of the governing body of the withdrawing Member authorizing such withdrawal; and (ii) a Fiscal Officer's Certificate evidencing the appropriation of funds sufficient to pay the Council the Administrative Fee, if applicable.
- (d) So long as the Council does not charge its Members a fee to be a Member of the Council, any Member withdrawing from a Program (unless such withdrawal is in compliance with Sections 6 (b)(i), (ii) or (iii)) shall, prior and as a condition to its withdrawal, pay the Council a withdrawal fee which shall not be a penalty for withdrawing from any Program(s) and which shall be calculated by the Council as the compensation that the Council would have received from the supplier(s) to the Program(s) as it relates to the withdrawing Member during a one (1) year period (the "Administrative Fee").
- (e) 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 7 of the Agreement.

Section 7. Inclusion of Additional Members.

Any municipal corporation, county or township in 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. Prior to the Assembly's next meeting, the Board of Directors shall review the application and recommend to the Assembly whether the applicant municipal corporation, county, township or regional council of governments should be included in the Council. At the Assembly's next meeting, it shall act upon the Board of Directors' recommendation by duly adopted resolution. The applicant municipal corporation, county, township, or regional council of governments shall be included in the Council and deemed a Member hereunder if its inclusion is approved by the affirmative vote of at least two-thirds (2/3) of the representatives in the Assembly and the applicant municipal corporation, county, township or regional council of governments executes the Agreement, and appropriates and remits to the Fiscal Agent an initial monetary assessment for Aggregation Costs in an amount recommended by the Board of Directors and approved by the Assembly. The applicant shall thereafter be a Member and 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 Bylaws.

Section 8. Amendments.

This 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.

Section 9. Term of the Agreement.

It is the express intention of the Members that this Agreement shall continue for an indefinite term, but may be terminated as herein provided.

Section 10. Termination of the Agreement.

In the event that the governing bodies of two-thirds (2/3) of the Members, by duly adopted legislation, determine that this 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 this 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 this Agreement, the Bylaws, or any Program Agreement.

Upon termination of this 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 as determined by the Board of Directors.

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

Section 11. Effectiveness and Counterparts of the Agreement.

This Agreement shall not be effective until (i) the Agreement is signed by the representatives of not less than ten (10) Members as authorized by duly adopted legislation of the governing body of each of those Members; and (ii) the voters of those Members have approved the Aggregation Program in accordance with Ohio Revised Code Section 4928.20. This Agreement may be signed in separate counterparts on behalf of any one or more than one, of the Members, without necessity for any one counterpart to be signed on behalf of all Members. Separately signed counterparts shall be filed with the Fiscal Agent and shall constitute one Agreement.

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ADOPTED THE 8th DAY OF NOVEMBER, 2000

AMENDED THE 27th DAY OF JUNE, 2002

AMENDED THIS 13th DAY OF NOVEMBER, 2008

AMENDED THIS 10th DAY OF NOVEMBER, 2015

NORTHEAST OHIO PUBLIC ENERGY COUNCIL

By: _____
_____, Chairman

MEMBER:

CITY OF GREEN

By: _____

Its: _____

BYLAWS
GOVERNING THE
NORTHEAST OHIO PUBLIC ENERGY COUNCIL

WHEREAS, certain municipal corporations, counties, townships and regional councils of governments of the State of Ohio (each, a “Member”) entered into an Agreement Establishing the Northeast Ohio Public Energy Council (the “Agreement”) pursuant to Revised Code Chapter 167, for the purpose of carrying out the Aggregation Program pursuant to Revised Code Section 4928.20 and any Additional Programs which the Members of the Council may approve, from time to time, and which are authorized under the laws of the State; and

WHEREAS, 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 these Bylaws in accordance with Revised Code Section 167.40 and Section 4 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 Section 1 of the Agreement as the Agreement may, from time to time, be amended, modified, or supplemented in accordance with Section 8 thereof.

Section 2. Assembly.

The Assembly shall be the legislative body of the Council. The Assembly shall be composed of the representatives of the Members, who have been appointed pursuant to Section 3 of the Agreement. All representatives to the Assembly (exclusive of ex-officio members) shall serve without compensation.

An Assembly representative may designate another Assembly representative as a proxy at any meeting by delivering to the Chair 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 Chair and Vice-Chair who each shall be selected pursuant to Section 3 hereof. The Chair (and in the Chair’s absence, the Vice-Chair) shall preside at Assembly meetings. If for any reason the offices of the

Chair and Vice-Chair are vacant, the person serving as Executive Director, if any, shall preside as temporary Chair until a Chair is elected by the Board of Directors.

- (B) Resolutions. A majority of all representatives to the Assembly (including proxies correctly presented to the Chair) shall constitute a quorum to transact business except as otherwise provided in the Agreement or these Bylaws. Each representative (including the Chair and Vice-Chair) 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 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 Chair 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 his or her attendance at that meeting. At the request of the Chair and with the approval of a majority of the members of the Board of 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 (30) days of the scheduled annual meeting date in November.

Pursuant to 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 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 Program, 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 pursuant to Section 8 hereof. 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 members of the Board of Directors for the next Fiscal Year in accordance with Section 3 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; and such other matters that the Board of Directors or the Assembly may, from time to time, determine to be matters requiring approval by the Assembly.

Section 3. Board of Directors.

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

- (A) Composition. Subject to the provisions of Section 3(B) below, the Board of Directors shall be composed of one Director representing each county with Members in the Council, and one Director in the case of a regional council of governments having at least one member of such council of governments participating in a NOPEC electric or natural gas program, each of whom shall be an Assembly representative of each respective county and of the regional council of governments and shall be elected by the Assembly representatives of each respective county and of the regional council of governments, 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 representative county shall be required to elect any Director.
- (B) Notwithstanding anything in this Section 3 to the contrary, the maximum number of Directors shall be twenty-one (21), and shall be constituted as follows: The state of Ohio shall be divided into five (5) regions, the Northeast Ohio Region, the Northwest Ohio Region, the Central Ohio Region, the Southwest Ohio Region and the Southeast Ohio Region, defined in the attached Exhibit A to these Bylaws. There shall be a limit of seventeen (17) Directors from counties located in the Northeast Ohio Region. There shall be a limit of (1) Director from the total number

of Member counties located in each of the Northwest Ohio Region, the Central Ohio Region, the Southwest Ohio Region and the Southeast Ohio Region. Effective on and after November 15, 2016, a county or region must have one (1) or more Member(s) combined with collectively at least 2,500 electricity and/or natural gas accounts participating in NOPEC's electricity and/or natural gas program in such Members' communities in order to be eligible to elect a Director from such county or region. The rights of any Member of the Council as of November 15, 2016, shall be preserved and not be diminished, limited or abridged by the operation of this Section 3.

- (C) 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 of the members of the Board shall each serve a two-year term and the other 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 members of the Board is increased as a result of an increase in the number of counties represented by the membership in the Council, then the terms of those additional Board members shall be set by the Board so that half, or as close as possible to half, of the members of the Board shall be elected every year. There shall be no limit to the number of terms to which a person may be elected or appointed to serve on the Board of Directors; provided, however, that if the person is no longer employed by, or is no longer an elected official of the Member, that person shall no longer be eligible to serve on the Board effective as of the last day of the year during which the person becomes ineligible. All members of the Board shall serve without compensation.

In the event that a vacancy occurs on the Board of Directors, the remaining members of the Board of 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.

- (D) 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 Chair. Special meetings shall be held at such other times as may be requested by the Chair. 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 his or her attendance at that meeting.
- (E) Attendance. Directors are expected to attend Board meetings. Any Director who is absent from three Board meetings without excuse during a twelve month period is automatically removed 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.

- (F) Officers. At its first meeting in each Fiscal Year, the Board of Directors shall convene and organize. The Chair of the Board shall be elected to serve one (1) three-year term by the Board of Directors, with a majority vote of its members present at a quorum. The term of the Chair of the Board may be extended for an additional one-year term for unforeseen or special circumstances, as determined by the Board, with a majority vote of its members present at a quorum. A former Chair is eligible to serve again as Board Chair for a one (1) time, three-year term but only after not serving as a Board officer for not less than three (3) years after his/her first term has expired. The Chair whose term has expired shall preside as temporary Chair until the Chair is elected. In the absence of the prior Chair, the prior Vice-Chair shall be elected to serve a one-year term by the Board of Directors by a majority vote of its members present at a quorum.
- (1) Chair. The Chair shall preside at all meetings of the Board of Directors and the Assembly. The Chair'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 Board member 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. Such duties of the Chair described in the preceding sentence may be delegated to the Executive Director. In the event of a tie on matters subject to a vote of the Board, the Chair shall cast the tie-breaking vote.
- (2) Vice-Chair. In the absence of the Chair, the Vice-Chair shall preside at meetings of the Board of Directors and the Assembly. The Vice-Chair shall succeed to the office of the Chair, should that office be vacated before the end of a term, and shall assist the Chair in the discharge of his duties. There is no term limit for the position of Vice-Chair.
- (3) Executive Director. The Executive Director shall provide written notice to all members of the Board of Directors of all meetings of the Board in accordance with paragraph (D) of this Section. Minutes of all meetings of the Board shall be kept by the Executive Director and distributed to each member of the Board within thirty (30) days following each Board meeting. The Executive Director shall provide Assembly members with written notice of all Assembly meetings in accordance with Section 2 hereof. The Executive Director shall perform such other duties as the Chair may request. 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.

(4) 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 Treasurer. Separate Fiscal Agents may be hired to handle specific Programs or assigned to the Treasurer 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.

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.

(G) 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; provided that the cost thereof is within the Aggregation Costs approved by the Assembly pursuant to Section 8 hereof.
 - (a) Make recommendations to the Assembly concerning any matter relating to the Council and its Programs, including but not limited to:
 - (b) amendments to or modifications of the Agreement and Bylaws,
 - (c) appropriations of the Council,
 - (d) each Member's share of Aggregation Costs or any Additional Program Costs, and
 - (e) disqualification of Members.

- (2) Direct the Fiscal Agent concerning any disbursements from the Aggregation Fund.
- (3) By affirmative vote of a majority of Board members 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) Enter into any and all necessary and incidental contracts to carry out all Programs of the Council.
- (7) Enter into any and all necessary and incidental contracts to carry out all Programs of the Council.

Section 4. 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 chair and vice-chair, who shall each serve for a term of one year or such shorter period of time as the Advisory Committee may be in existence. The Committee chair shall preside at all Committee meetings and prepare the agenda for each meeting following consultation with the Executive Director or Board of Directors. Such duties of the Committee chair described in the preceding sentence may be delegated to the Executive Director. In the absence of the Committee chair, the Committee vice-chair shall preside at Committee meetings. The Committee vice-chair shall succeed to the office of the Committee chair, should it be vacated before the end of a term, and shall assist the Committee chair in the discharge of the Committee chair'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 5. 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 6. 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 7. Aggregation Fund.

The Aggregation Fund shall be established and maintained by the Fiscal Agent of the Council separate and apart from all other funds of the Council which may be under the custody of the Fiscal Agent. Separate funds will be established for Additional Programs of the Council. All funds of the Council (Aggregation and Additional Program Funds) shall be subject to the laws of the State concerning the investment and management of public funds, particularly Revised Code Chapter 135, and shall be the responsibility of the Fiscal Agent.

The Fiscal Agent of the Council shall deposit in the Aggregation Fund the amounts received from the Members for Aggregation Costs of the Council and any interest earned by the Aggregation Fund. Disbursements may be made from the Aggregation Fund by the Fiscal Agent at the direction of the Board of Directors or the Assembly for any proper purpose of the Council, including but not limited to payment of Aggregation Costs, costs incurred in connection with the establishment of the Council, salaries of any persons employed to carry out the functions related to the Aggregation Program, fees and expenses of the Fiscal Agent, consultants and attorneys, and payment of other operating expenses.

The Fiscal Agent of the Council shall maintain records which identify all receipts of the Aggregation Fund by source. The Fiscal Agent shall maintain records which account for all disbursements from the Aggregation Fund. The Fiscal Agent shall make monthly reports to the Board of Directors on or before the twentieth (20th) day of each month concerning all receipts and disbursements from the Aggregation Fund.

Section 8. Estimate of Aggregation Costs; Payments by Members.

On or before the annual meeting of the Assembly the Board of Directors shall: (a) submit to the Assembly a written estimate of the Aggregation Costs and any Additional Program Costs for

the next Fiscal Year of the Council, and (b) if a fee is to be collected, provide the Assembly and each Member with an estimate of each Member's share of the Aggregation Costs and any Additional Program Costs. Any Additional Program Costs shall be apportioned among the participating members as provided in any Additional Program Agreement. Any Aggregation Costs of the Council shall be apportioned among the Members in the manner determined by the Board of Directors. The estimates shall be presented in enough detail so that the Assembly can determine their sufficiency.

The Assembly shall consider the estimates and accept or modify the same. If an assessment or fee is to be paid by the Members to the Aggregation Fund or any Additional Program Fund, the Fiscal Agent shall deliver to the Members, the estimated appropriation for the next Fiscal Year and each Member's share of such costs. Each Member shall include its share of the Aggregation Costs and any Additional Program Costs in its appropriations (pursuant to Chapter 5705 of the Revised Code). Each member shall thereafter remit its share of Aggregation Costs and any Additional Program Costs to the Fiscal Agent.

If the aggregate contributions made pursuant to that estimated budget prove to be insufficient to pay the Aggregation Costs and any Additional Program Costs for that Fiscal year of the Council, the Board of Directors shall direct the Fiscal Agent to promptly notify in writing each Member of any additional Aggregation Costs and Additional Program Costs, the amount of any deficiencies and each Member's share of those additional costs, all as determined by the Board of Directors, whereupon each Member shall appropriate (pursuant to Chapter 5705 of the Revised Code) the amount stated in the notice and remit the same to the Fiscal Agent within forty-five (45) days after receipt of that written notice.

Failure by a Member to appropriate and remit any of its share of the Council Costs and Additional Program Costs pursuant to these Bylaws within sixty (60) days after the same shall become due shall be deemed a withdrawal by such Member pursuant to Section 6 of the Agreement unless the Member has petitioned the Board of Directors for an extension of time for payment and the Board of Directors has, by resolution, approved an extension to a date certain and the Member has remitted at least twenty-five percent of its share of the Aggregation Costs and any Additional Program Costs to the Fiscal Agent.

Under no circumstances shall the Fiscal Agent have the power to incur obligations for Aggregation Costs and Additional Program Costs in an amount which exceeds the total unspent amount appropriated for Aggregation Costs or any Additional Program Costs, respectively, and remitted to the Fiscal Agent by the Members pursuant to this Agreement, except as may be permitted by law.

Section 9. 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 chair of each of those bodies shall be the parliamentary

procedure officer and his or her decisions with respect to matters of parliamentary procedure shall be final.

Section 10. Amendments.

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

Section 11. 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.

Section 12. Authorization of the Council to Initiate, Intervene, and Participate in Federal and State Proceedings.

Pursuant to R.C. Chapter 167, the Agreement, these Bylaws and Ohio law, the Members authorize the Council to initiate, intervene, and/or participate in any utility or other case or proceeding, federal or state, that relates to any electric or natural gas rate, charge, policy, service, regulation, rulemaking, practice or condition affecting any Council Member or Council electricity or natural gas aggregation customer, including, without limitation, those involving transmission, distribution, generation, production, commodity, market design, competition, or otherwise. The Chair and/or the Executive Director of the Council are authorized to engage legal counsel and consultants in connection with the Council's involvement in any such case or proceeding.

ADOPTED this 29th day of November, 2000.

AMENDED this 13th day of November, 2008.

AMENDED this 10th day of November, 2015.

AMENDED this 15th day of November, 2016.

AMENDED this 12th day of November, 2019.

AMENDED this 18th day of November, 2025.

NORTHEAST OHIO PUBLIC ENERGY COUNCIL

Exhibit A

The definition of the Northeast Ohio Region, the Northwest Ohio Region, the Central Ohio Region, the Southwest Ohio Region and the Southeast Ohio Region as used in these Bylaws shall mean the counties identified in each Region as follows on the attached map:

Northeast Ohio Region:

Ashtabula
Columbiana
Cuyahoga
Erie
Geauga
Huron
Lake
Lorain
Mahoning
Medina
Portage
Richland
Sandusky
Seneca
Stark
Summit
Trumbull

Northwest Ohio Region:

Allen
Auglaize
Defiance
Fulton
Hancock
Hardin
Henry
Lucas
Mercer
Ottawa
Paulding
Putnam
Van Wert
Williams
Wood

Central Ohio Region:

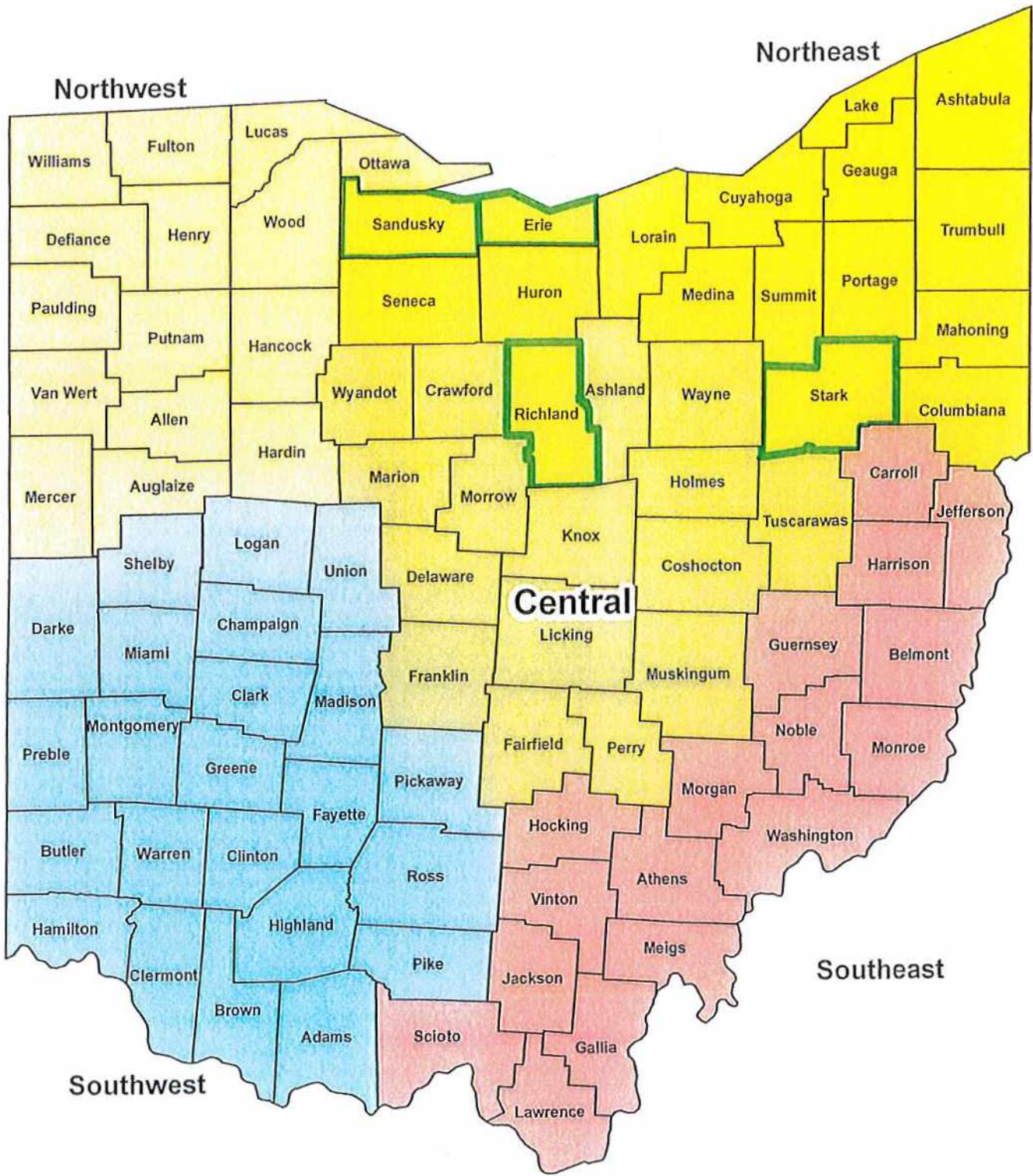
Ashland
Coshocton
Crawford
Delaware
Fairfield
Franklin
Holmes
Knox
Licking
Marion
Morrow
Muskingum
Perry
Tuscarawas
Wayne
Wyandot

Southwest Ohio Region:

Adams
Brown
Butler
Champaign
Clark
Clermont
Clinton
Darke
Fayette
Greene
Hamilton
Highland
Logan
Madison
Miami
Montgomery
Pickaway
Pike
Preble
Ross
Shelby
Union
Warren

Southeast Ohio Region:

Athens
Belmont
Carroll
Gallia
Guernsey
Harrison
Hocking
Jackson
Jefferson
Lawrence
Meigs
Monroe
Morgan
Noble
Scioto
Vinton
Washington



Northeast Ohio Public Energy Council

**ELECTRIC PLAN OF OPERATION &
GOVERNANCE**

For Member Communities

Amended 11/14/17

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Purpose of the Plan of Operation and Governance

This Plan of Operation and Governance (the "Plan") has been prepared by the Northeast Ohio Public Energy Council ("NOPEC") on behalf of its approximately 220 member communities in compliance with Ohio law regarding government aggregation of electric consumers (the "Aggregation Program"). The Plan contains information on the structure, governance, operations, management, funding, and policies of the Aggregation Program to be utilized for participating customers in member communities.

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

Combining consumer interests of the NOPEC member communities increases leverage, resources, and buying power of participating customers in member communities. 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 shall have the opportunity to join NOPEC.

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

NOPEC and Supplier may offer customers more than one product during the Opt-Out Aggregation process and also during the Opt-In Aggregation process. NOPEC also may endorse any competitive retail electric service supplier to offer within NOPEC's member communities products that are not included in the Aggregation Program ("Endorsement Program").

The Plan was adopted after public hearings were held in accordance with Section 4928.20(C) of the Ohio Revised Code, and modified in accordance with paragraph 2.5.4.7 of the Plan.

1.0 Overview

1.1 Ohio Law

1.1.1 Senate Bill 3

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

The law contains several requirements for government aggregators. One general requirement is to develop a plan of operation and governance for the aggregation program. The plan of operation and governance is subject to review by citizens in communities undertaking government aggregation, and is also subject to approval and certification by the Public Utilities Commission of Ohio (“PUCO”). The Plan describes the Aggregation Program to be utilized for participating customers in NOPEC communities.

1.1.2 Senate Bill 221

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

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

1.2 Description of the Aggregation Program; Enrollment Program

The Aggregation Program involves the acquisition of competitive retail power supply. Distribution services (metering, billing, maintenance of the transmission and distribution system) will continue as the function of the local distribution company. The local distribution company shall also be the “provider of last resort” for consumers not participating in the Aggregation Program who have no other competitive supplier. The NOPEC Aggregation Program required authorization of communities and their constituents in a public process, and contains two types of aggregations, an Opt-Out Aggregation Program and an Opt-In Aggregation Program. NOPEC also may initiate an Enrollment Program whereby it may endorse any competitive retail electric service supplier to offer within NOPEC’s member communities products that are not included in the Aggregation Program.

The Aggregation Program has been undertaken at two levels. At the local level, communities wishing to be government aggregators have authorized the Aggregation Program in a public process as required by law and outlined below in section 1.3. At the regional level, communities wishing to proceed jointly with an Aggregation Program have formed NOPEC as a regional council of government under Chapter 167 of the Ohio Revised Code, which the communities have authorized to perform as their agent for development and implementation of the Aggregation Program. The operations of the Aggregation Program are described in section 2 of the Plan, and the governance of the program is described in section 3 of the Plan.

1.3 Steps Required by the Law

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

1.3.1 Local legislative body passes ordinance or resolution authorizing aggregation program for customers;

1.3.2 For opt-out aggregation only, the ordinance or resolution must authorize the local board of elections to submit the question of whether to automatically aggregate to the electors at a special election on the day of the next primary or general election, and be submitted to the local Board of Elections not less than 90 days before the day of the special election;

1.3.3 For opt-out aggregations only, the ordinance or resolution is placed before voters at a special election, or in a referendum petition; approval of a majority of electors voting on the ordinance or resolution is required; or if by petition, signatures of not less than ten percent of the total number of electors in the respective community who voted for the office of Governor in the preceding general election;

1.3.4 Develop a plan of operation and governance and submit the plan of operation and governance to the PUCO for certification;

1.3.5 Publish notice of public hearing on the initial plan of operation and governance once a week for two consecutive weeks before the first public hearing on initial plan of operation

and governance (providing summary of initial plan of operation and governance and the date, time, and location of each hearing);

1.3.6 Hold two public hearings on the initial plan of operation and governance;

1.3.7 Adopt initial plan of operation and governance;

1.3.8 For opt-out aggregation only, notify eligible customers of automatic enrollment and opt-out period prior to service under the Aggregation Program (notification is to state the rates, charges, and other terms and conditions of enrollment);

1.3.9 For opt-out aggregation only, any enrolled customer participating in the Aggregation Program will have the opportunity to opt-out of the Program at least every three years, without paying a switching fee; and

1.3.10 For opt-out aggregation only, notify eligible customers as part of the opt-out notice of the terms and calculation of any applicable deferral-recovery surcharge and NOPEC's process for electing not to receive standby service.

1.3.11 For opt-in aggregation only, market, solicit, enroll, and maintain the contracts of customers under the PUCO's rules and electric distribution utilities' tariffs applicable to competitive retail electric service suppliers that do not automatically aggregate.

1.4 Practical Steps and Requirements of the Competitive Market

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

1.4.1 NOPEC development and release of Request for Proposals;

1.4.2 Proposals submitted by Suppliers and negotiations undertaken with Suppliers by NOPEC and legal and technical advisors;

1.4.3 NOPEC selection of Supplier(s) and execution of one or more supply contract(s) ("Supply Contract(s)");

1.4.4 For the Opt-Out Aggregation Program only:

1.4.4.1 Acquisition of electronic list of eligible customers in member communities from the distribution utility;

1.4.4.2 Notification of opt-out process undertaken by NOPEC and selected Supplier via U.S. mail and utilizing electronic customer list addresses;

1.4.4.3 Electronic customer list revised by NOPEC Supplier who removes responding opt-out customers from the list;

1.4.4.4 Revised electronic customer list transmitted back to the distribution utility for customer transfer;

1.4.4.5 The distribution utility completes administrative transfer of participating customers (via revised electronic list) to NOPEC Supplier;

1.4.5 For the Opt-In Aggregation Program only:

1.4.5.1 Marketing and solicitation of customers within the NOPEC member communities;

1.4.5.2 Customers are enrolled 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 electric distribution utility's tariff.

1.4.6 Firm all-requirements retail electric supply service initiated to participating customers based on terms and conditions of Supply Contract(s)

1.4.7 NOPEC and legal and technical advisors monitor contract for compliance;

1.4.8 NOPEC acts to protect interests of participating customers in member communities.

2.0 Description of Aggregation Program Goals and Operation

2.1 Aggregation Program Goals

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

- To provide on a non-discriminatory basis an option for aggregation of all customers who qualify under the PUCO's rules and who NOPEC and its Supplier have elected to serve;
- To allow those customers to voluntarily participate in the Aggregation Program;
- To acquire the best market rate available for electricity supply;
- To provide consumer education and enhance consumer protection and options for service under contract provisions;
- To provide managerial, technical, and financial resources to acquire service and financial guarantees sufficient to protect consumers and the electric distribution utility;
- To improve quality and reliability of service;
- To encourage environmental protection through contract provisions;

- To utilize and encourage renewable energy development if and to the extent practicable through contract provisions and voluntary programs;
- To utilize and encourage demand-side management and other forms of energy efficiency through contract provisions and organizational policies;
- To advance specific community goals that may be selected from time to time;
- To provide full public accountability to consumers, and;
- To utilize local government powers and authorities to achieve these goals.

2.2 Aggregation Program Operations

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

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

2.3 Aggregation Program Funding

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

2.4 Participation in the Aggregation 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 NOPEC 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). (See section 2.4.1 below for details of the notification and opt-out process.) 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. Participating customers, who choose to opt-out of the Opt-Out Aggregation Program after the initial 21 day period, but prior to the next opt-out opportunity, may be subject to an early termination fee which will be described in the opt-out notification, if applicable; however, NOPEC intends to offer an Opt-Out Aggregation Program with no early termination fees for customers.

Customers who move to a NOPEC member community (including those who move from another NOPEC member community), and are considered by the distribution utility to be new electric customers, may participate in the 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 customer 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 and NOPEC may contact customers in NOPEC member communities regarding the opportunity to participate in the Opt-In Aggregation Program, or customers may contact the Supplier. Supplier, with NOPEC'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 NOPEC and Supplier. 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 Supply Contract(s) prior to its expiration may be subject to an early termination fee which will be described in their supply contract, if applicable.

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

2.4.1 Notification of Opt-Out Aggregation Program Customers

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

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

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

- (A) A summary of all actions taken by NOPEC to authorize the Aggregation Program;
- (B) A description of the services offered by the Opt-Out Aggregation Program;
- (C) Disclosure of the price to be charged (which may be a fixed price, a variable price, or an introductory price);

- (D) A statement informing customers of their the 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;
- (E) 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;
- (F) A statement informing customers that returning to the distribution utility may not result in that customer being served under the same rates, terms, and conditions as other customers served by the distribution utility;
- (G) An itemized list and explanation of all fees and charges not incorporated in the base Opt-Out Aggregation Program rates but that will be charged for participation in the Opt-Out Aggregation Program;
- (H) Disclosure of the dates covered by the Opt-Out Aggregation Program, including the estimated start date;
- (I) Disclosure of any credit and/or deposit requirements;
- (J) Disclosure of any limitations or conditions on customer acceptance into the Opt-Out Aggregation Program;
- (K) If applicable, inform customers whether NOPEC elected in the best interest of the Aggregation Program not to receive standby service from the electric utility under an approved electric security plan, and inform customers that non-standard service offer rates and conditions may apply if the customer returns to the electric utility after the opt-out period;
- (L) A description of the opt-out process and statement that the opt-out period will last for 21 days from the date of the postmark on the written notice; and
- (M) A customer-friendly opt-out form (*e.g.*, a postcard) to return to NOPEC indicating whether the customer has opted out of the Aggregation Program. Customers who do not return the opt-out form shall be automatically included in the Opt-Out Aggregation Program.

2.4.2 Combination of Electric and Natural Gas Notification

NOPEC may combine natural gas and electric opt-out notifications to eligible customers in NOPEC member communities in one single mailing. Each opt-out notification shall conform to the PUCO's natural gas and electric governmental aggregation rules, and also comply with all applicable provisions of R.C. 4928.20 and R.C. 4929.26.

2.4.3 Activation of Customer Service in a Member Community

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

Opt-In Aggregation Program. The Supplier shall obtain the customer's affirmative consent directly (in person, by mail or facsimile), telephonically or electronically in accordance with the PUCO's rules. After completion of the enrollment transaction with the customer, the Supplier shall send an electronic enrollment request to the utility, and the customer will be enrolled in accordance with the PUCO's rules and procedures in the utility's tariff.

Opt-Out and Opt-In Aggregation Programs. Customers on all billing cycles will be enrolled with the selected Supplier(s) consistent with the beginning of a new billing cycle. Service under the selected Supplier(s) shall begin at the start of the billing period following transfer. Service starts that do not match the billing cycle may be requested by a customer, but may incur additional charges from the local distribution company.

2.4.4 New Individual Customers in an Opt-Out Aggregation Program

Eligible customers who relocate to a NOPEC 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 Aggregation Program at no charge during any other required opt-out period.

2.4.5 Customer Switching Fee

Initial Switching Fee. The electric distribution utilities currently providing distribution service to NOPEC members under the Aggregation Program have exempted governmental aggregation programs from being charged a switching fee when they initially switch from the SSO to Aggregation Program. If, however, Supplier incurs a switching fee, Supplier shall be responsible for payment of the customer switching fee to the applicable electric distribution utility.

Subsequent Switching Fee. The Supplier may pass through to the customer any fee that the electric distribution utility charges for switching suppliers after the customer's initial switch to the Aggregation Program.

2.4.6 Election of Standby Service

If standby service is approved by the PUCO, Ohio law allows NOPEC to decide whether receiving and paying for standby service is in the best interest of the participating Aggregation Program customers. If NOPEC elects not to receive and pay for standby service from the distribution utility, NOPEC will inform Opt-Out Aggregation Program customers of its decision through an opt-out notice, and will inform Opt-In Aggregation Program customers by regular U.S. Mail or electronic mail, depending upon their preference. The notices will provide customers the opportunity to terminate participation in the Aggregation Program without penalty and will inform customers that when they return to the distribution utility, they will be charged the market price of power plus any amount attributable to the distribution utility's compliance with the State of Ohio's alternative energy portfolio standards. The market price and alternative energy amount will continue to be charged until the end of the approved electric security plan, or as otherwise approved by the PUCO.

2.4.7 Phase-In Generation Deferral Surcharge

If the PUCO authorizes a phase-in of electric generation rates under R.C. 4928.144 and a corresponding deferral of incurred costs, Ohio law allows the distribution utility to recover a portion of this amount from the Aggregation Program customers through a surcharge. The amount of the surcharge will be proportionate to the benefits Aggregation Program customers receive, and will be charged to each Aggregation Program customer while they remain a participant. For customers leaving the Aggregation Program, the otherwise applicable surcharge will apply. NOPEC will inform Opt-Out Aggregation Program customers through the opt-out notification process, and will inform Opt-In Aggregation Program customers by regular U.S. Mail or electronic mail, depending upon their preference, of the potential terms and calculation of any deferral surcharge approved by the PUCO. The notices will provide customers the opportunity to terminate participation in the Aggregation Program without penalty.

2.4.8 Individual Customer Termination of Participation

Termination of Participation in the Opt-Out Aggregation Program. In addition to the opportunity to opt-out of the Opt-Out Aggregation Program prior to start-up of service, an individual customer will be given an opportunity to opt-out at no charge at least every three years after start-up of service. However, an individual Opt-Out Aggregation Program customer who chooses to opt-out after the 21-day opt-out period and before the opportunity to opt-out may be required to pay an early termination fee; however, NOPEC intends to offer an Opt-Out Aggregation Program with no early termination fees for customers. Any obligation to pay an early termination fee will be made a part of the customer Supply Contract(s). Opt-Out Aggregation Program Customers who move from a member community will have no penalties or early termination fees.

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

2.4.9 Service Termination by Supplier

Consistent with the requirements of Ohio law and the regulations of the PUCO, termination of service may take place for non-payment of bills. Customers whose power supply is terminated by a selected Supplier will receive electric supply from their local distribution company, unless the local distribution company has also met state requirements to terminate service. Customers may be considered for re-enrollment in the Aggregation Program once they have met the requirements of law and are current on bill payment.

2.4.10 Termination of the NOPEC member Aggregation Program

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

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

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

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

2.5 Customer Care

2.5.1 Universal Access

"Universal access" is a term derived from the traditional regulated utility environment in which all customers desiring service receive that service. For the purposes of the NOPEC Aggregation Program, this will mean that all customers within the borders of a member

community, and all new customers in a member community, shall be eligible for service from the contracted Supplier under the terms and conditions of the Supply Contract(s), consistent with the PUCO's rules.

2.5.2 Rates

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

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

2.5.3 Costs To Customers

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

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

2.5.4 Consumer Protections

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

2.5.4.1 Contract Disclosure

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

2.5.4.2 Billing and Service Assistance

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

All bills at a minimum shall include the following information: (1) price and total billing units for the billing period and historical annual usage; (2) to the maximum extent practicable, separate listing of each service component to enable a customer to recalculate its bill for accuracy; (3) highlighted and clear explanations, for two consecutive billing periods, of any changes in the rates, terms, and conditions of service; (4) identification of the supplier of each service; (5) statement of where and how payment may be made and (6) a toll-free or local customer assistance and complaint number for the Supplier, as well as a customer assistance telephone numbers for state agencies, such as the PUCO and the Office of the Consumers' Counsel, with the available hours noted.

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

Unless otherwise specified in the Supply Contract(s), all billing shall be based on the meter readings generated by meters of the distribution company at the customer facilities. Customer bills shall be rendered monthly. Customers are required to remit and comply with the payment terms of the distribution utility and/or the Supplier. Billing may take place through the distribution company, at the Supplier's option, in the event that necessary billing data is not received from the distribution company in time to prepare monthly bills, the Supplier reserves the right to issue a bill based on an estimate of the participating 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.

2.5.4.3 Standard Terms and Conditions Pertaining to Individual Account Service

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

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

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

delivery and agrees to accept all costs (if any) for such meter reading. The participating customer also has such a right, and similarly would bear the costs (if any) of such special meter reading.

C. Standard Limitation of Liability: Recognizing that electricity provided under the Supply Contract(s) 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(s), the Supplier will make no representation or warranty, express or implied (including warranty of merchantability or of fitness for a particular purpose), with respect to the provision of services and electric energy.

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

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

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

2.5.4.4 Protection of Customers and Risk Associated with Competitive Market

In a competitive market it is possible that the failure of a power supplier to deliver service may result in the need for customers to acquire alternative power supply, or for customers to

receive power at default service prices, if the SSO is no longer available. NOPEC will seek to minimize this risk by recommending only reputable Suppliers which, demonstrate financial strength and the highest probability of reliable service. NOPEC also intends to include provisions in its contract with selected Supplier(s) that will protect customers against risks or problems with power supply service.

2.5.4.5 Resolution of Customer Complaints

It is important that customer complaints be directed to the proper party. The selected Supplier(s) 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 shall handle all complaints in accordance with applicable laws and regulations. Problems regarding the selected Supplier(s) can be directed to NOPEC or the PUCO. Customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or for TTY at 1-800-686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.PUCO.ohio.gov. 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 www.pickooc.org. NOPEC's website is www.nopecinfo.org. As noted below, NOPEC will continue to monitor the selected Supplier(s) for compliance with consumer protection provisions in the Supply Contract(s) and timely resolution of consumer problems.

2.5.4.6 Periodic Reports on Customer Complaints

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

2.5.4.7 Modifications to NOPEC's Plan

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

2.6 Rights and Responsibilities of Program Participants

2.6.1 Rights

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

2.6.2 Responsibilities

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

2.6.2.1 Taxes

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

3.0 Organizational Structure and Governance of the Aggregation Program

3.1 Description of Organization and Management of Aggregation Program

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

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

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

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

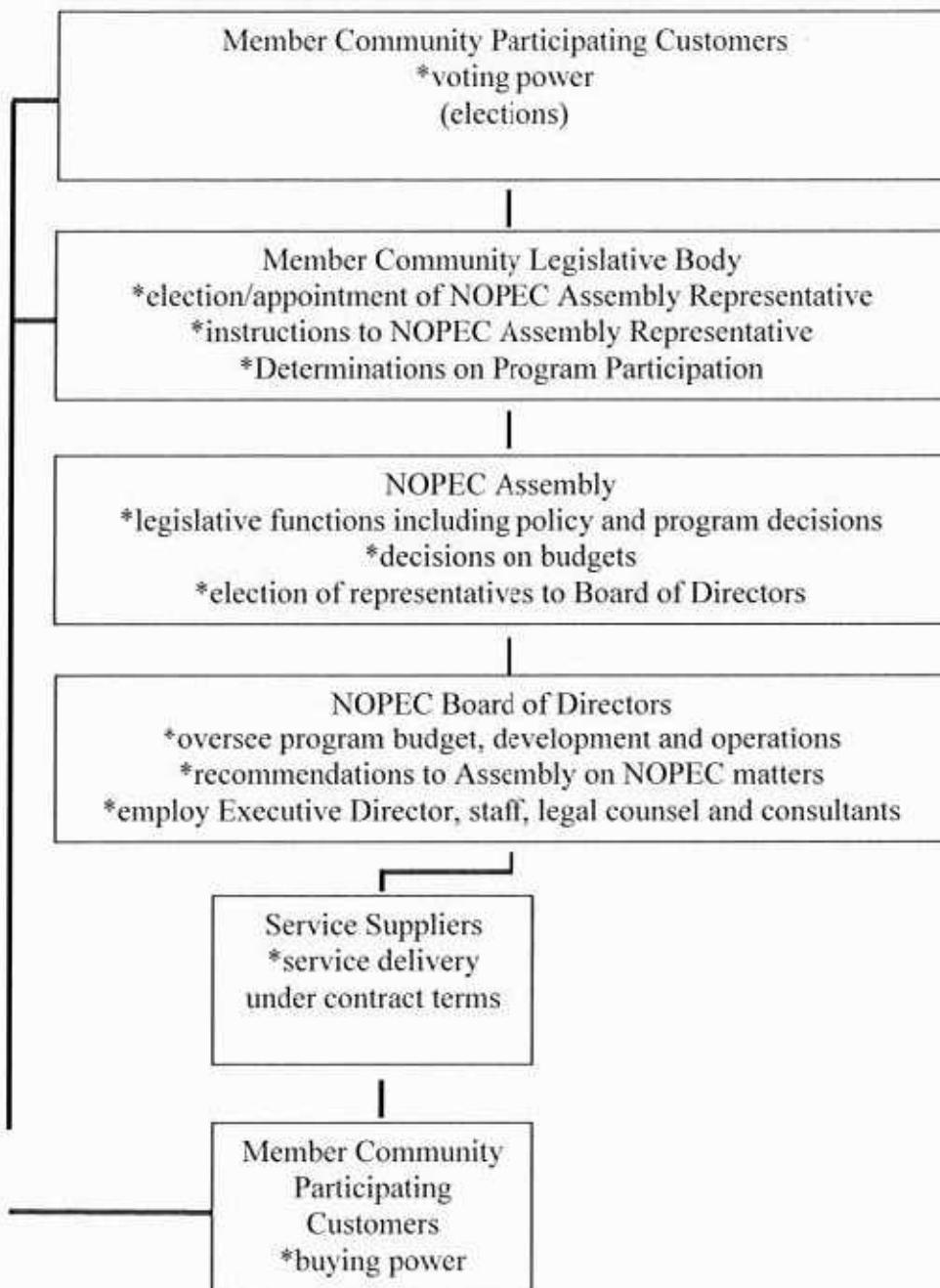
3.2 Outline of Structure

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

NOPEC Member Aggregation Program Organizational Structure

NOPEC Member Aggregation Program

Organizational Structure



3.3 Description of Program Organizational Structure

Member Community Participating Customers

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

Member Community Legislative Body

Local officials may act on program and policy issues. They may individually choose to participate in additional programs of NOPEC, or terminate the community's participation in NOPEC. In addition, they may provide instructions to their representative on the NOPEC Assembly regarding specific policy or program decisions. They may also raise issues directed to them by customers for the NOPEC Assembly and Board to address.

NOPEC Assembly

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

NOPEC Board of Directors

The NOPEC Board of Directors oversees the implementation and operation of all aspects of the Aggregation Program. The Board of Directors provides recommendations regarding contracts, the budget and other matters to the Assembly. It approves purchases of equipment, facilities, or services within the approved budget and employs and provides instruction to the Executive Director, staff, legal counsel and consultants.

Executive Director and Staff, Legal Counsel and Consultants

Executive Director and staff, legal counsel and consultants act upon the instructions of the Board of Directors to carry out development and implementation of programs, contract monitoring, and reporting on program status.

Service Supplier(s)

Service suppliers contract with NOPEC to provide firm all-requirements retail electric supply to participating customers in member communities, or other specified services. Contractors report to NOPEC and carry out services in adherence to contract provisions.

Member Community Participating Customers

Participating customers in member communities will benefit from the market leverage of the group, and 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.



RESOLUTION 2026-31

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC) FOR ELECTRIC AGGREGATION SUPPLY AND PROGRAM ADMINISTRATION SERVICES FOR THE CITY OF POWELL'S GOVERNMENTAL ELECTRIC AGGREGATION PROGRAM.

WHEREAS, the electors of the City of Powell approved the establishment of an opt-out governmental electric aggregation program at the November 5, 2025, election pursuant to Ohio Revised Code Section 4928.20; and

WHEREAS, the City subsequently issued a Request for Proposals ("RFP") seeking qualified firms to provide electric aggregation supply and program administration services for the City's governmental electric aggregation program; and

WHEREAS, following evaluation of four (4) proposals and interviews, staff determined that the proposal submitted by the Northeast Ohio Public Energy Council ("NOPEC") provided the best overall value to the City based upon governmental aggregation experience, implementation support, organizational structure, and overall program approach; and

WHEREAS, NOPEC proposed a twelve (12) month fixed-term electric supply program with pricing negotiated through its Community Choice program extending through June 2029; and

WHEREAS, the proposed agreement does not require a direct financial contribution from the City for program administration services; and

WHEREAS, City Council desires to authorize the City Manager to execute the necessary agreement with NOPEC to proceed with implementation of the City's governmental electric aggregation program.

NOW THEREFORE BE IT RESOLVED BY THE CITY OF POWELL, COUNTY OF DELAWARE, STATE OF OHIO AS FOLLOWS:

Section 1: That the City Manager is hereby authorized and directed to execute an agreement with the Northeast Ohio Public Energy Council (NOPEC) for electric aggregation supply and program administration services for the City's governmental electric aggregation program, together with such non-substantive revisions as may be approved by the Law Director.

Section 2: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of Council and that all deliberations of Council and any of the decision-making bodies of the City of Powell, which resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements of the City of Powell, Delaware County, Ohio.

Section 3: This Resolution shall be in full force and effect immediately upon adoption.



Heather Karr
Mayor

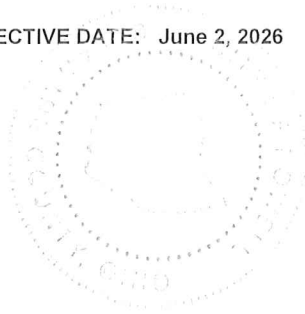
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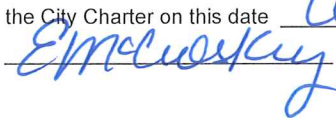
Date



Elaine McCloskey
City Clerk

EFFECTIVE DATE: June 2, 2026



This legislation has been posted in accordance with the City Charter on this date 6/3/2026.


City Clerk



OFFICE OF THE CITY MANAGER

47 Hall Street | Powell, OH 43065 | 614.885.5380 | cityofpowell.us

MEMO

From: Andrew D. White, City Manager
To: Members of the City Council
Initiated By: Jeffrey S. Tyler, RA, Assistant City Manager
Re: Resolution 2026-31 – A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC) FOR ELECTRIC AGGREGATION SUPPLY AND PROGRAM ADMINISTRATION SERVICES FOR THE CITY OF POWELL’S GOVERNMENTAL ELECTRIC AGGREGATION PROGRAM.
Date: June 2, 2026

Summary:

The attached Resolution authorizes the City Manager to execute an agreement with the Northeast Ohio Public Energy Council (“NOPEC”) for electric aggregation supply and program administration services associated with the City’s governmental electric aggregation program approved by Powell voters in November 2025.

Background:

On the November 5, 2025, General Election, Powell voters approved the establishment of an opt-out governmental electric aggregation program pursuant to Ohio Revised Code Section 4928.20.

Following voter approval, the City issued a Request for Proposals (“RFP”) seeking qualified firms to provide electric aggregation supply and related implementation and administrative services. Four (4) proposals were received in response to the RFP and all four firms participated in an interview process.

The evaluation process included review of:

- Overall program structure;
- Governmental aggregation experience;
- Customer service and implementation capabilities;
- Reporting and transparency;
- Organizational structure; and
- Overall value to the City and residents.

A five-member staff evaluation team independently reviewed and scored each proposal and interview presentation. The evaluation team included representatives from multiple operational and administrative areas of the City to provide a balanced review of the proposals and implementation approaches.

Based on the combined proposal review, interview process, and overall scoring results, NOPEC received the highest overall average evaluation score among the respondents.

Firm	Average Score
NOPEC	4.24
SOPEC	3.80
Aspen	3.50
Dynegy	3.26

Staff determined that NOPEC provided the strongest overall proposal based upon:

- Reporting and Transparency
- Organizational structure as a Council of Governments; and
- Overall program value and responsiveness to the City's objectives.

The evaluation team also found NOPEC's commitment to providing a comprehensive long-term relationship strategy strengthened their proposal and ultimately their recommendation to City Council.

Proposed Program Structure

The proposed agreement includes:

- A twelve (12) month fixed-term electric supply structure;
- Pricing negotiated through NOPEC's Community Choice program; and
- Program pricing extending through June 2029;

Additional legislative actions associated with the Plan of Operation and Governance and subsequent implementation steps will be brought forward separately at a later date.

Legal Review:

The Law Director has reviewed and approved as to form.

Financial Review:

The proposed agreement does not require a direct financial contribution from the City for program administration services. The Finance Director has reviewed and supports the resolution.

Recommendation:

Staff recommend approval of the attached Resolution 2026-31, authorizing the City Manager to execute an agreement with the Northeast Ohio Public Energy Council (NOPEC) for electric aggregation supply and program administration services.