



Carlile Patchen & Murphy LLP
ATTORNEYS AT LAW

RECEIVED-DOCKETING DIV

2012 MAR -8 PM 2:45

PUCO

March 8, 2012

VIA HAND DELIVERY

12-0884-EL-GAG

Public Utilities Commission of Ohio
Docketing Division
180 E. Broad Street
11th Floor
Columbus, Ohio 43215

Re: In the matter of the Certification
Application Ohio Electrical
Governmental Aggregators for the
City of Belpre

Dear Sirs:

Enclosed please find an original and (11) eleven copies of the Certification Application Ohio Electrical Governmental Aggregators to be filed. Please return a time-stamped copy to us. If you have any questions, please don't hesitate to contact me.

Very truly yours,

CARLILE PATCHEN & MURPHY LLP


John L. Einstein, IV

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.
Technician Amc Date Processed 3/8/12



The Public Utilities Commission of Ohio

PUCO USE ONLY		
Date Received	Case Number	Version
	12-D884	August 2004

CERTIFICATION APPLICATION FOR GOVERNMENTAL AGGREGATORS

Please print or type all required information. Identify all attachments with an exhibit label and title (Example: Exhibit A-5 Experience). All attachments should bear the legal name of the Applicant and should be included on the electronic copy provided. Applicants should file completed applications and all related correspondence with: Public Utilities Commission of Ohio, Docketing Division, 180 East Broad Street, Columbus, OH 43215-3793.

**This PDF form is designed so that you may input information directly onto the form.
You may also download the form, by saving it to your local disk, for later use.**

A. APPLICANT INFORMATION

A-1 Applicant's name, address, telephone number, and web site address

Name The City of Belpre
Address 715 Park Drive, Belpre, Ohio 45714
Telephone Number 740-423-7592
Web site address (if any) _____

A-2 **Exhibit A-2 "Authorizing Ordinance"** provide a copy of the ordinance or resolution authorizing the formation of a governmental aggregation program adopted pursuant to Section 4928.20(A) of the Revised Code.

A-3 **Exhibit A-3 "Operation and Governance Plan"** provide a copy of the applicant's plan for operation and governance of its aggregation program adopted pursuant to Section 4928.20(C) of the Revised Code. The Operation and Governance Plan explained in Exhibit A-3 should include:

- Terms and conditions of enrollment including:
 - Rates
 - Charges
 - Switching fees, if any
- Policies associated with customers moving into/out of aggregation area
- Billing procedures
- Procedures for handling complaints and disputes including the toll-free telephone number and address for customer contacts

A-4 Exhibit A-4 "Automatic Aggregation Disclosure" provide a copy of the disclosures required by Section 4928.20(D) of the Revised Code, if its aggregation program provides for automatic aggregation in accordance with Section 4928.20(A) of the Revised Code

A-5 Exhibit A-5 "Experience" provide a detailed description of the applicant's experience and plan for providing aggregation services, including contracting with retail generation providers, providing billing statements, responding to customer inquiries and complaints, and complying with all applicable provisions of commission rules adopted pursuant to section 4928.10 of the Revised Code.

A-6 Contact person for regulatory or emergency matters

Name Mr. Michael L. Lorentz

Title Mayor

Business address 715 Park Drive, Belpre, Ohio 45714

Telephone number (740) - 423 - 7592 Fax # (740) - 423 - 4967

E-mail address belpremayor@wirefire.com

A-7 Contact person for Commission Staff use in investigating customer complaints

Name Fred R. Holmes

Title Director of Municipal Aggregation

Business address 790 Windmill Drive, Pickerington, Ohio 43147

Telephone number (614) 328 - 2938 Fax # (614) - 328 - 2939

E-mail address fholmes@volunteerenergy.com

A-8 Applicant's address and toll-free number for customer service and complaints

Address 790 Windmill Drive, Pickerington, Ohio 43147

Toll-free telephone number (800)- 977 - 8374

Fax # (614) - 856 - 3301

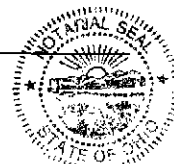
Michael L. Lorentz Mayor
Signature of Applicant & Title

Sworn and subscribed before me this 5th day of March, 2012
Month Year

Lisa M Rankin
Signature of official administering oath

Lisa M Rankin Notary Public
Print Name and Title

My commission expires on 7/13/2015



LISA M. RANKIN, Notary Public
In and for the State of Ohio
My Commission Expires July 13, 2015

AFFIDAVIT

State of Ohio : Belpre ss.
(Town)

County of Washington :

Michael L. Lorentz

, Affiant, being duly sworn/affirmed according to law, deposes and says that:

He/She is the Mayor (Office of Affiant) of City of Belpre (Name of Applicant);

That he/she is authorized to and does make this affidavit for said Applicant,

1. The Applicant herein, attests under penalty of false statement that all statements made in the application for certification are true and complete and that it will amend its application while the application is pending if any substantial changes occur regarding the information provided in the application.
2. The Applicant herein, attests it will timely file an annual report with the Public Utilities Commission of Ohio of its intrastate gross receipts, gross earnings, and sales of kilowatt-hours of electricity pursuant to Division (A) of Section 4905.10, Division (A) of Section 4911.18, and Division (F) of Section 4928.06 of the Revised Code.
3. The Applicant herein, attests that it will timely pay any assessments made pursuant to Sections 4905.10, 4911.18, or Division F of Section 4928.06 of the Revised Code.
4. The Applicant herein, attests that it will comply with all Public Utilities Commission of Ohio rules or orders as adopted pursuant to Chapter 4928 of the Revised Code.
5. The Applicant herein, attests that it will cooperate fully with the Public Utilities Commission of Ohio, and its Staff on any utility matter including the investigation of any consumer complaint regarding any service offered or provided by the Applicant.
6. The Applicant herein, attests that it will fully comply with Section 4928.09 of the Revised Code regarding consent to the jurisdiction of Ohio Courts and the service of process.
7. The Applicant herein, attests that it will comply with all state and/or federal rules and regulations concerning consumer protection, the environment, and advertising/promotions.
8. The Applicant herein, attests that it will use its best efforts to verify that any entity with whom it has a contractual relationship to purchase power is in compliance with all applicable licensing requirements of the Federal Energy Regulatory Commission and the Public Utilities Commission of Ohio.
9. The Applicant herein, attests that it will cooperate fully with the Public Utilities Commission of Ohio, the electric distribution companies, the regional transmission entities, and other electric suppliers in the event of an emergency condition that may jeopardize the safety and reliability of the electric service in accordance with the emergency plans and other procedures as may be determined appropriate by the Commission.
10. If applicable to the service(s) the Applicant will provide, the Applicant herein, attests that it will adhere to the reliability standards of (1) the North American Electric Reliability Council (NERC), (2) the appropriate regional reliability council(s), and (3) the Public Utilities Commission of Ohio. (Only applicable if pertains to the services the Applicant is offering)

11. The Applicant herein, attests that it will inform the Commission of any material change to the information supplied in the application within 30 days of such material change, including any change in contact person for regulatory purposes or contact person for Staff use in investigating customer complaints.
12. The Applicant herein, attests that it will docket with the Commission's Docketing Division the final opt-out and any supplemental opt-outs (including beginning and ending dates of the 21-day opt-out period and the selected CRES supplier) at a minimum 10 days prior to sending the opt-outs to customers.

That the facts above set forth are true and correct to the best of his/her knowledge, information, and belief and that he/she expects said Applicant to be able to prove the same at any hearing hereof.

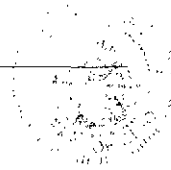
Michael K. Leary
Signature of Affiant & Title

Sworn and subscribed before me this 5th day of March, 2012
Month Year

Lisa M Rankin
Signature of official administering oath

Lisa M Rankin Notary Public
Print Name and Title

My commission expires on 7/13/2015



LISA M. RANKIN, Notary Public
for the State of Ohio
My Commission Expires July 13, 2015

Execution of Agreement

The Parties acknowledge their agreement to the terms herein by their signatures below.

City of Belpre

By: 

Name: Michael L. Lorentz

Title: Mayor

Date: 3/5/12

Volunteer Energy Services, Inc.

By: 

Name: Richard A. Curnutte Sr.

Title: President

Exhibit B-1, Authorizing Ordinance

RECORD OF ORDINANCES

Dayton Legal Blank, Inc.

Form No. 30043

Ordinance No. _____

Passed _____

20 _____

CITY OF BELPRE
ORDINANCE NO. #1 (2012-13)

**AN ORDINANCE TO APPROVE THE PLAN OF OPERATION
AND GOVERNANCE FOR THE CITY OF BELPRE
ELECTRIC AGGREGATION PROGRAM**

WHEREAS, pursuant to Chapter 4928 of the Ohio Revised Code, to facilitate competitive retail electric service to promote electric savings, lower cost of electric supplies, and other benefits, certain governmental entities may aggregate certain electric consumers within the jurisdiction; and

WHEREAS, on November 8, 2011, the electors of the City of Belpre approved of the City's plan to create an aggregation program for customers located within the boundaries of the City; and

WHEREAS, Revised Code 4928.20(C) requires a governmental entity interested in the automatic registration of customers under governmental aggregation, subject to customer rights to "opt-out" of such an aggregation, to adopt a plan of operation and governance for its aggregation program; and

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL
OF THE CITY OF BELPRE, OHIO, THAT:

SECTION I

This Council hereby adopts the City of Belpre's Plan of Operation and Governance, attached hereto and incorporated herein by reference as Exhibit "A", for the implementation and administration of the City's municipal electric aggregation program in accordance with Ohio Revised Code 4928.20(C).

SECTION II

This Ordinance is hereby declared to be an emergency measure deemed necessary for the immediate preservation of the public health, safety and welfare of the City, and to attempt to provide the lowest cost electricity to Belpre residents as soon as possible. Wherefore, this Resolution shall take effect and be in full force from and immediately after its passage by Council and signing by the Mayor.

PASSED: March 05, 2012

[Signature]
PRESIDENT OF COUNCIL

ATTEST: [Signature]

PRESENTED TO MAYOR: 3/5/12

[Signature]
MAYOR

APPROVED BY MAYOR: 3/5/12

*cc certify that this is a copy of the original
legislation. [Signature] Clerk of Belpre City*
Signed before Willis Aelf on this 5th day of March 2012
Wm M. Rander, Notary Public my commission expires 7/13/15

RECORD OF ORDINANCES

Dayton Legal Blank, Inc.

Form No. 30043

Ordinance No. _____

Passed _____, 20____

CLERK'S CERTIFICATION OF PUBLICATION

The undersigned Clerk of the Council of the City of Belpre, Ohio, does hereby certify that on March 6, 2012, this Ordinance was published by posting a copy of the same at the five public places designated by the City Council in Ordinance No. 18 (2006-07).

March 6, 2012
Date

Kimberly D. Muehl
CLERK

Exhibit B-1, Authorizing Ordinance

City of Belpre
Electric Power Aggregation
Plan of Operation and Governance

Initially, each eligible consumer within the City's corporation limits will be automatically included in the Aggregation Program. However, prior to actual enrollment, each consumer for whom electric rates, terms and conditions have been negotiated will receive a notice detailing the rates, terms and conditions that will apply to that consumer.

A similar opt-out period will be offered every three years during which time consumers can leave the Aggregation Program without paying a switching fee.

Participants who leave the Aggregation Program and wish to return, as well as consumers who move into the City after the initial opt-out period will be afforded the opportunity to enroll in the Aggregation Program. However, the City cannot guarantee rates, terms and conditions to consumers enrolling in the Aggregation Program after the initial 21-day opt-out period.

Participants who relocate within the City limits may be allowed to continue in the Aggregation Program at their new location under the same terms and conditions as at their former location, provided the AEP rate classification is the same at both locations, and subject to any switching fees imposed by AEP.

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

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

The City developed this Plan of Operation and Governance in compliance with Ohio law regarding municipal opt-out aggregation of electric consumers, including at least two public hearings prior to its adoption.

Plan of Operation and Governance

The Belpre City Council shall approve by ordinance the Aggregation Program's Plan of Operation and Governance in accordance with Ohio Revised Code Section 4928.20. Amendments to the Plan and Governance may be subject to Belpre City Council's approval and filing with the PUCO.

After adoption of the Plan of Operation and Governance, the City will file with the PUCO for governmental aggregator

certification and also register as a governmental aggregator with AEP.

Aggregation Program Management

Oversight of the Aggregation Program will be the responsibility of the Safety Service Director. The Safety Service Director will have the authority to develop specifications for the Aggregation Program, and to select, hire and manage the CRES Provider. The CRES Provider and the Safety Service Director will work under the direction of the City Council with the advice and counsel of the City Attorney.

Due to the complexity of the electric utility industry and the uncertainties of its associated restructuring activities, the Safety Service Director will contract with Volunteer Energy Services, Inc. ("VESI") to provide the necessary expertise to represent the City's interest in legislative and regulatory matters and/or to service as the Aggregation Program Manager. Such services may include, but are not limited to facilitating consumer enrollment and opt-out, assisting with consumers education, addressing consumer questions and concerns, providing reports on program operation, enrollment and savings negotiating CRES Provider contracts, and representing the City in dealings with CRES Providers, AEP, the Ohio Legislature, the PUCO and the OCC.

Selection of a CRES Provider

The City will not buy and resell power to Aggregation Program participants. VESI will negotiate with potential CRES

Providers on behalf of the City to provide affordable, reliable electric supplies and other electric related service on behalf of local consumers.

Through a negotiation process, the City will develop a contract with a CRES Provider or Providers for firm, all requirements service. The City will contract only with a CRES Provider or Providers that meet at a minimum the following criteria:

1. Certified CRES Provider by the PUCO
2. Registered with AEP
3. Have a service agreement under AEP's or its successor organization's Open Access Transmission Tariff
4. Successfully completed Electronic Data Interchange (EDI) computer system testing with AEP, and that CRES Provider's EDI computer system must be capable of effectively processing Aggregation Program EDI transactions in a timely manner.
5. Meet standards or creditworthiness established by the City, AEP and the PUCO.
6. Have a toll-free customer call center and Internet web site capable of effectively handling participants' questions, concerns and disputes in a timely manner.
7. Hold the City harmless from any financial obligations arising from offering electricity and/or energy-related services to Aggregation Program participants.

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

The Belpre City Council will approve and authorize, by ordinance, the contracts entered into by the City with the CRES Provider.

1. Introduction

The local residents authorized the City of Belpre ("the City") to create a municipal opt-out electric aggregation program ("the Aggregation Program") as provided under Section 4928.20 of the Ohio Revised Code. Under the opt-out electric aggregation program, all eligible electric consumers within the City's corporation limits will be automatically included in the Aggregation Program initially. However, all consumers will also be given the opportunity to opt out of or decline participation in the Aggregation Program as detailed herein.

The City's purpose in creating the Aggregation Program is to represent local consumers interests in emerging competitive electricity markets by aggregating electric loads within the City's corporation limits (including public and privately-owned facilities) and negotiating affordable, reliable electric supplies and other related services on behalf of local consumers. The City may pursue this purpose individually or in cooperation with other entities.

Large industrial and commercial consumers with sophisticated electric operation use their size and expertise to obtain lower electric power rates. Individual residential and small commercial consumers are typically unable to obtain significant price reduction since they lack the bargaining power, expertise and the economies of scale enjoyed by large consumers. Aggregation, the combining of multiple electric loads, provides the benefits of retail electric competition for consumers with lower electric demands.

Government aggregation, the combining of multiple electric loads by a municipality, provides the means through which Belpre residential consumers may obtain the economic benefits of Ohio's competitive retail electric market. The Belpre Aggregation Program combines the electric loads of residential customers to form a buying group ("Aggregation Group"). The City of Belpre will act as Purchasing Agent for the Aggregation Group. This means that Belpre will be a Government Aggregator, as defined by Ohio law and the rules established by the PUCO, and shall act on behalf of American Electric Power (AEP) customers in the City to obtain the best electric generation rate for consumers who participate in the Aggregation Group.

2. Process

On November 8, 2011, Belpre voters approved the development of a form of governmental electric aggregation known as "opt-out" aggregation. Under the opt-out program, all American

Electric Power residential and business customers in the City are automatically included as participants in the program unless they opt-out of the program by providing written notice of their attention not to participate. As required by state law, the City Council passed an Ordinance, which authorized submitting the selection of opt-out aggregation to the City voters.

In addition to obtaining necessary City Council approvals, the City is also required to comply with various PUCO regulations. The City will file an application with the PUCO for certification as a Government Aggregator as soon as the City Council approves the plan, on or about June 15, 2012. As required by the regulations, the City developed this Aggregation Plan of Operation and Governance ("Plan").

Through a negotiation process, the City will develop a contract with a Competitive Retail Electric Services Provider (CRES Provider) or Providers for firm full-requirements electric service. The contract will run for a fixed term (i.e., three to five years). Once the contract has been finalized, it will be submitted to the Belpre City Council for approval.

The opt-out notice for the City's Program will be sent to all eligible electric customers in the City upon approval of this Plan, setting forth the rates, terms and conditions of the program, and giving 21 days to opt-out of the Program. A similar opt-out period will be offered every two years during which time consumers can leave the

Aggregation Program without paying a switching fee.

The Aggregation Program covers the power supply or generation portion only of a participant's electric bill. American Electric Power (AEP) will still deliver the electricity purchased from the City's CRES provider, to customers. Customers will receive only one bill from American Electric Power, and all metering, repairs and emergency service will continue to be provided by American Electric Power.

The City developed this Plan of Operation and Governance in compliance with Ohio law regarding municipal opt-out aggregation of electric consumers, including at least two public hearings prior to its adoption.

3. In order to clarify terminology, the following terms shall have the meaning set forth below:

"Aggregation Program"

Means the program developed by the City of Belpre, as a Governmental Aggregator under Section 4928 Ohio Revised Code, to provide American Electric Power customers in the City with retail electric generation services.

"Community Reinvestment Program" Is a program where VESI contributes funds to a participating community for a specific purpose. The purpose of these funds are designated and outlined in the contract between VESI and the community.

"Government Aggregator"

Means the City and its legislative authority acting as an aggregator for the provision of a competitive retail electric service under the authority conferred under Section 4928 of the Ohio Revised Code.

“Member”

Means a person enrolled in the Belpre government aggregation group for competitive retail electric services.

“Retail Electric Generation Provider” (“Provider”) Means an entity certified by the Public Utilities Commission of Ohio (“PUCO”) to provide competitive retail electric service(s), and which is chosen by the City to be the entity responsible to provide the required service related to “Government Aggregation” as defined in Section 4928 of the Ohio Revised Code and applicable provisions of the rules of the PUCO.

“Competitive Retail Electric Service” (“CRES”) Means a component of electric retail service that is deemed competitive pursuant to the Ohio Revised Code or pursuant to an order of the PUCO.

4. Community Reinvestment Program

A.1 VESI recognizes the difficult job facing elected and appointed officials in running and maintaining our local communities, therefore as part of VESI’s Community Reinvestment Program, VESI will contribute ____ of a mil per kwh per year for the electric supplied through the aggregation program to the City of Belpre.

A.2 These funds are to be deposited into a special account established by the City of Belpre. It is agreed by the City of Belpre and VESI that these funds will be used as the City’s matching grant funds for programs such as CDBG (Community Development Block Grants), Issue II, Transportation Enhancement, etc., etc. or for any project which the City of Belpre approves by resolution or by ordinance.

A.3 In order to maintain and upgrade local services, grants have to be utilized. Most grants require some type of local match.

A.4 It shall be the local government’s decision on which grant programs these funds should be used for. It is the intent of VESI to allow as much flexibility as possible in the decision making process.

A.5 These funds can be combined from year to year.

A.6 These funds will be paid to the City of Belpre as long as they remain in the choice program with VESI. These funds will be paid to the City on an annual basis.

A.7 Review of this program will be done by VESI on as needed basis and cancellation of this program can occur if in the opinion of VESI the funds are not being utilized as agreed to by both VESI and the City of Belpre.

5. Operation Plan

A. Aggregation Services

1. **Provider:** Belpre will use a contractor ("Retail Electric Generation Provider") to perform and manage aggregation services for its members. The provider shall provide adequate, accurate, and understandable pricing terms and conditions of service, including any switching fees and the conditions under which a member may rescind a contract without penalty. The provider must provide the City, if requested, an electronic file containing the members' usage, and charges. The provider must have a local Belpre phone number or a toll free number for members to call.
2. **Database:** The retail electric generation provider will build and maintain a database of all members. The database will include the name, address, American Electric Power account number, and retail electric generation provider's account number of the member, and other pertinent information such as rate code, rider code (if applicable), most recent 12 months of usage and demand, and meter read cycle. This database will be updated at least quarterly. Accordingly, the retail electric generation provider will develop a process to be implemented that will be able to accommodate at a minimum members who (1) leave the program due to relocation, opting out, etc. (2) decide to enter the program; (3) relocate within the City, and (4) move into the City and desire to enter the program. This database shall also be capable of eliminating PIPP customers from the program, should that be necessary, and those who have opted out. The retail electric generation provider will use this database to perform bill audits for clerical and mathematical accuracy of members' bills.
3. **Member Education:** The retail electric generation provider will develop, with the assistance of the City, an educational program that generally explains the aggregation program to members, provides updates and disclosures mandated by Ohio law and PUCO rules, and implements a process to opt-out of the program at least every three years, without paying a switching fee to the City or the provider. See Appendix A for a detailed description of the education process.
4. **Billing:** Belpre will use the retail electric generation provider, or its designated agent, to provide billing services to each member for the competitive retail electric services, with no additional administrative fee. At this time, American Electric Power will render the billing statement, which should be consistent with all applicable guidelines issued

by the PUCO. As this market develops, Belpre may, at its option and in consultation with the Provider, change this function to the retail electric generation provider or a billing agency.

5. Compliance Process: The retail electric generation provider will develop internal controls and processes to ensure that the City remains in good standing as a government aggregator that complies with all laws, rules and regulations surrounding the same, as they may be amended from time to time. It will be the retail electric generation provider's responsibility to deliver periodic reports that will include at a minimum (a) the number of members participating in the program; and (b) a savings estimate or increase from the previous year's baseline. The retail electric generation provider will also develop a process to monitor and provide notification of any changes in laws, rules or regulations.

6. Notification to American Electric Power: The City's AEP consumers that do not opt-out of the City's aggregation group will be enrolled automatically in the aggregation program. Participants in the City's aggregation group will not be asked to take other affirmative steps in order to be included in the group. To the extent that American Electric Power

(AEP) requires notification to American Electric Power. The provider will inform American Electric Power of any individuals who may have been permitted to join the aggregation group after the expiration of the enrollment period.

B. Power Supply Agreement

The power supply agreement will provide for the provider to service the City's government aggregation group. Under the agreement, the terms for power supply to members will be for three years from the beginning of service.

C. Belpre's Certified Retail Electric Service (CRES).

CRES shall satisfy each of the following requirements:

- Has sufficient sources of power to provide retail firm power to the residents of Belpre
- Is a licensed Federal Power Marketer with the Federal Energy Regulatory Commission
- Is certified as a CRES by the PUCO.
- Is registered as a generation supplier with American Electric Power.
- Has a service agreement for network integration transmission service under (CERS) Open Access Transmission Tariff.
- Has a service agreement under (CERS) Market-based rate tariff.

- Has the corporate structure to sell retail firm power to the American Electric Power customers in the City.
- Its electric data interchange computer network is fully functional and capable of handling the American Electric Power retail electric customers in Gallipolis.
- Has the marketing ability to reach all American Electric Power (AEP) retail electric customers to educate them on the City's aggregation program.
- Has a call center capable of handling the City's aggregation group customer calls.
- Has a toll-free number as required by the PUCO for customer service and complaints related to the City's aggregation program.
- Will hold the City financially harmless from any financial obligations arising from supplying power to the American Electric Power retail electric customers in the City.
- Satisfies the State of Ohio's and the City's credit requirements.
- Will execute the power supply agreement.
- Will assist the City in filing the annual reports required by the PUCO and Section 4805.10(A), Section 4911.18(A) and Section 4928.06(F) of the Ohio Revised Code.
- Will assist the City in developing a Consumer Education Plan.

A. Activation of Service

After a notice is sent out to all electric customers in the City providing 21 days to opt-out of the program, all customers who do not opt-out will be automatically enrolled in the program. Generation service activation will occur thereafter without consumer action beginning on the customer's normal meter read date within the month when power deliveries begin under the aggregation program.

B. Changes, Extension or Renewal of Service

The current agreement for power supply service with the approved CRES will provide service for three years beginning upon activation of service. If the agreement is extended or renewed, members will be notified as required by law and the rules of the PUCO as to any changes in rates or service conditions. At least every three years all American Electric Power (AEP) customers in the City will be given an opportunity to opt into or out of the program, and reasonable notice will be provided as required by law and PUCO rules. Participants will also be notified of their right to select an alternate generation supplier and of their ability to return to American Electric Power's (AEP) standard service offer.

C. Termination of Service

In the event that the power supply agreement is terminated prior to the end of the term, each individual member of the aggregation group will receive written notification of the termination of the program at least sixty (60) days prior

to termination of service. If the agreement is not extended or renewed, members will be notified as required by law and the CRES rules of the PUCO in advance of the end of service. Member will also be notified of their rights to select an alternate generation supplier and of their ability to return to American Electric Power's (AEP) standard service offer upon termination.

D. Opt-In Procedures

American Electric Power (AEP) customers will be automatically enrolled in the program after a 21-day opt-out period, unless they return the form to be provided, notifying the provider that they do not want to participate.

American Electric Power (AEP) consumers in the City may request to join the aggregation group after the expiration of the enrollment period by contacting the provider, who shall determine whether to accept them into the program, and at what rate, subject to written policies mutually agreed upon by the City and the provider. The agreed upon policy shall be consistent with American Electric Power's (AEP) service activation requirements.

Aggregation group participants who move from one location to another within the corporate limits of the City shall retain their participant status.

E. Opt-Out Procedures

American Electric Power (AEP) consumers may opt-out of the City's aggregation group at any time during the opt-out period without additional fees charged by the provider or the City.

Switching to a different generation supplier on the next meter read date, however, will occur when the next meter read is twelve (12) business days or more from the date of the consumer's notice of intent to opt-out of the aggregation group. Notification of intent to opt-out of the aggregation group may be made by contacting the provider by telephone or in writing. Consumers who opt-out of the aggregation group will default to American Electric Power (AEP) standard service offer, until the consumer selects an alternate generation supplier.

F. Universal Service and Low Income Customer Assistance

The Ohio Department of Development (ODOD), under the electric restructuring law, will provide one-stop shopping for low-income assistance programs. There are five low-income assistance programs: 1) Percentage of Income Payment Plan (PIPP); 2) The Home Energy Assistance Program; 3) The Home Weatherization Assistance Program; 4) The Ohio Energy Credit Program; 5) The Targeted Energy Efficiency and Weatherization Program. Ohio law allows the Director of the Ohio Department of Development to aggregate consumers that participate in PIPP and to competitively auction the generation supply for PIPP customers. Accordingly, PIPP customers may be included in the State's PIPP customer aggregation.

G. Miscellaneous Governance Guidelines

1. City Commission shall approve through Resolution or Ordinance the Plan of Operation and Governance for the aggregation program and any amendments thereto.
2. The City shall contract with only retail electric generation providers certified by the Public Utilities Commission of Ohio for the provision of competitive retail electric service to the aggregation program members.
3. The City will require any provider to disclose any subcontractors that it uses in fulfillment of the service described above.
4. The City requires the provider to maintain either a toll free telephone number, or a telephone number that is local to City residents who are members.

Any electric customer, including any participant in the City's aggregation program, may contact the Public Utilities Commission of Ohio (PUCO) for information, or to make a complaint against the program, the provider or American Electric Power (AEP). The PUCO may be reached toll free at 1-800-686-7826.

H. Liability

The City shall not be liable to participants in the aggregation group for any claims, however styled, arising out of the aggregation program or the provision of aggregation services by the City or the provider. Participants in the aggregation group shall assert any such claims solely against the provider pursuant to the power supply agreement, under which such participants are express third-party beneficiaries.

I. Information and complaint numbers
Copies of this plan are available from the City of Belpre free of charge.
Call ~~773-777-###~~ for a copy or for more information.

Appendix A – Education Process

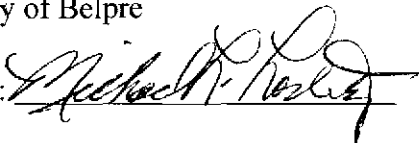
The provider will develop the educational program in conjunction with the City. Its purpose will be to explain the aggregation program to its members, provide updates and disclosures as mandated by State law and the rules of the PUCO, and provide the opportunity for the members to opt-out of the program. The following are the program components:

1. Each residence within the limits of the City will receive via U.S. Mail notification of: what government aggregation means, their membership in the government aggregation program, the procedure which must be followed in order to opt-out of the program, the price that they can expect to receive as a member of the program, and the deadline for returning the opt-out form. See the attached letter.
2. The provider will work with the City to provide opportunities for educating residents in the City about the program and consumer rights under the law, PUCO rules and this program. In addition, the provider and City will work to provide education about and other opportunities for energy efficiency measures to help consumers reduce energy consumption.
3. The provider will provide updates and disclosures as mandated by State law and rules of the PUCO.
4. The opt-out opportunity will be provided to the members of the program at least every three years. Should conditions, suppliers, price, or any other component of the program change within the three-year period, participants will be given a notice of their opportunity to opt-out of, or into the program.

Execution of Agreement

The Parties acknowledge their agreement to the terms herein by their signatures below.

City of Belpre

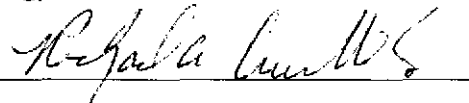
By: 

Name: Michael L. Lorentz

Title: Mayor

Date: 3/5/12

Volunteer Energy Services, Inc.

By: 

Name: Richard A. Curnutte Sr.

Title: President

Exhibit B-3, Automatic Aggregation Disclosure Notification

&

Exhibit B-4, Opt-Out Notice

**The City of Belpre Electric
Government Aggregation Program
With Volunteer Energy Services, Inc.**

April 9, 2012

Dear City of Belpre Resident,

The City of Belpre is providing you the opportunity to join other residents to save money on the electricity you use. Savings are possible through a program called governmental aggregation, where community officials bring together citizens to gain group-buying power for the purchase of electricity from a certified retail electric supplier certified by the Public Utilities Commission of Ohio. Voters in Belpre approved this program in the November 2011 election.

After researching competitive electricity pricing options for you, the City has chosen _____, to provide you with savings on your electric generation through _____ 2014. There is no cost for enrollment, and you will not be charged a switching fee. You do not need to do anything to participate.

As a member of this aggregation, you are guaranteed to save ?? percent off your Price to Compare. Your price to compare is essentially the price you pay for electric generation from the utility and consists of generation and transmission related components. These are the costs associated with generating the power and delivering it through the transmission system.

To estimate what your savings per kilowatt-hour (KWH) will be through this program, locate your price to compare on your electric bill. Divide your Price to Compare by 100, then multiply by ??? to determine your savings per KWH. Multiply that number by your total monthly usage. The final number is how much you can expect to save each month you use the same amount of electricity.

You will see your electric savings from ???? after your enrollment has been completed and your switch has been finalized in approximately 30 to 45 days, depending upon your meter read date. Of course, you are not obligated to participate in the Belpre electric governmental aggregation program. If you wish to be excluded from the program and remain a full-service customer of your local electric utility, AEP (Columbus & Southern), you have until ???? 2012 to return the attached "opt-out" form. If you do not opt-out at this time, you will receive a notice at least every three years asking if you wish to remain in the program. If you leave the program at any time, you could be subject to a \$??? cancellation fee from ???? In addition, you might not be served under the same rates, terms and conditions that apply to other customers served by AEP (Columbus & Southern).

After you become a participant in this governmental aggregation program, AEP (Columbus & Southern) will send you a letter confirming your selection of ??? as your electric generation provider. As required by law, this letter will inform you of your option to cancel your contract with ??? within seven (7) days of its postmark. To remain in the Belpre electric governmental aggregation program, you do not have to take any action when this letter arrives.

AEP (Columbus & Southern) will continue to maintain the system that delivers power to your home; no new poles or wires will be built by _____. You will continue to receive a single, easy-to-read bill from your local electric utility with your _____ charges included. The only thing you will notice will be savings.

If you have any questions, please call _____ toll free at _____, Monday through Friday, 8:00 a.m. to 5:00 p.m. Please do not call the City of Belpre with aggregation program questions.

Regards,

City of Belpre

P.S. To receive these savings, you should not respond. Return the opt-out form only if you do not want to participate in the Belpre Electric Aggregation Program.

Option 1: Do Nothing & Save	or	Option 2: Opt Out by returning this form
If you want to participate in this program and save, you do not need to return this form. Your enrollment is automatic.		If you do not want to participate in this program, you must return this form before the due date.

By returning this signed form, you will be EXCLUDED from the opportunity to join with other residents in the Belpre Electric Governmental Aggregation Program.

Opt-Out Form - Belpre Electric Governmental Aggregation Program

☐ I wish to opt out of the Belpre Electric Governmental Aggregation Program. (Check Box to opt-out.)

Service Address: (City, state, & Zip Code) _____

Phone Number: _____

Account Holder's Signature: _____ Date: _____

Mail by _____, 2012 to: Belpre Electric Aggregation Program, _____

Exhibit B-5, Experience

Exhibit B-5

It is our pleasure to provide information on Volunteer Energy Services, Inc. (VESI), which will be assisting the Village of Pomeroy in its Governmental Aggregator Program, to the Public Utilities Commission of Ohio (PUCO). VESI, an Ohio corporation was incorporated on March 2, 2001. VESI is a full-service marketer, serving natural gas customers in Ohio, 2002 in PUCO Case No. 02-1786-GA-CRS. As a certified retail natural gas supplier, VESI currently provides gas service to Choice and mercantile customers throughout the Columbia Gas of Ohio and Dominion East Ohio Gas service territory. With the background and expertise of VESI's president, Richard Curnutte Sr., VESI plans to offer savings to its gas customers by acting as a broker for gas service. As a broker, VESI may aggregate its customers to maximize potential savings in gas costs. Mr. Curnutte's background working with the Williams Management for Wendy's provide him with the requisite skills and experience to lead VESI in this expanded customer offering. VESI also provides energy services to its customers through an internet telemetry system that allows VESI to provide metering, submetering and rebilling services to its customers. Through its patented process known as Visual Energy Window, (VEW), VESI can provide its customers with in-depth power quality analysis.

VESI's natural gas supply services program provides a comprehensive package that contains supply and delivery security at competitive rates, complete administrative support and responsibility, and creative supply flexibility. VESI provides natural gas supplies and energy services to commercial and industrial customers, energy cooperatives, buyer's clubs, municipal aggregations, and trade associations throughout the Ohio market area.

VESI's President, Richard A. Curnutte Sr. participated in the re-formation of Volunteer Energy Services, Inc. in March of 2001 and began serving wholesale customers in May of 2001.

Mr. Curnutte previously joined Volunteer Energy Corporation as Vice President, Sales/Marketing in 1995. Mr. Curnutte participated in the formation of the original Volunteer Energy Services, Inc. with the Williams Companies and was named President in 1996. Volunteer Energy Corporation and Volunteer Energy Services, Inc. was sold to First Energy Solutions in November of 1998.

Before joining VESI, Mr. Curnutte was Principal and Vice President of Sales and Marketing for Broad Street Oil and Gas (BSO&G). BSO&G was later sold to Utilicorp/Aquilla Energy. Mr. Curnutte has also held management positions with Unicorp Energy and Yankee Gas Resources/Access Energy.

Prior to entering the natural gas business Mr. Curnutte was Director of Energy Management for Wendy's International. As Corporate Energy Manager, Mr. Curnutte was responsible for energy management for 1200 corporate restaurants throughout the United States. While at Wendy's, Mr. Curnutte transacted the nation's first commercial third party natural gas purchase by buying natural gas for 66 Wendy's and Sister's Chicken & Biscuits restaurants on the Columbia Gas of Ohio system. He also was responsible for the management of their gas usage in 300 stores. In this capacity Mr. Curnutte worked extensively with utility rates and tariffs to analyze the best opportunities available.

Before Wendy's, Mr. Curnutte was Energy Coordinator for Mid-Ohio Regional Planning Commission (MORPC). Mr. Curnutte was responsible for administration of the Department of Energy/Ohio Department of Development weatherization programs.

Mr. Curnutte has over 20 years of experience in the natural gas and energy service industry dealing in the sales of natural gas to commercial and industrial customers. All of VESI employees and officers were previously with Volunteer Energy Corporation and have a combined 95 years of

natural gas experience. Most of this experience was and is dedicated to providing energy services to Ohio based customers.

Mr. Runck is CFO of Volunteer Energy Services, Inc. (VESI), and Senior Tax Consultants of VE Tax Consultants (Subsidiary of VESI). He is also one of the Board of Directors and attends monthly board meeting, planning, and pricing meetings. His current responsibilities include directing and coordinating company financial planning and budget management functions. He also administers all financing and service payments with external agencies. He manages the preparation of financial outlooks and financial forecasts while preparing financial analysis for contract negotiations and product investment decisions. He also ensures compliance with all local, state, and federal budgetary reporting requirements. He supervises an accounting staff of three to operate the accounting functions of the Corporation.

Marc attended The Ohio State University receiving his B.S. Degree in Accounting. Marc has also passed the CPA exam in the State of Ohio and is currently an active CPA in Ohio. Before beginning his career with VESI he was with The State of Ohio, Department of Taxation for 30 years as an Auditor and Audit Manager. During this time he traveled all over the country reviewing the largest corporation's records for State and Local Tax purposes.

Rick Curnutte Jr. ("Rick") began working with Volunteer Energy Services, Inc. (VESI) in May of 2001. Prior to his current position with VESI, Rick worked as a natural gas sales representative for The Energy Cooperative of Ohio (ECO) and The Energy Cooperative (TEC). Currently as a Director, Secretary, and Director of Sales, Rick manages and oversees commercial energy sales from both internal sales representatives and third-party sales channels (agents, aggregation groups, telemarketers, et al). He has also overseen the creation and implementation of a brand new CRM sales and management software solution, which will allow VESI to better track, service and sell our product to new and existing end-users.