

FILE



4067 Treeline Court  
Westerville, OH 43082  
www.electricsuppliers.org

## Village of Sunbury

December 14, 2012

Docketing Division  
Public Utilities Commission of Ohio  
180 East Broad St.  
Columbus, Ohio 43215-3793

RECEIVED-DOCKETING DIV  
2012 DEC 17 PM 2:22  
PUCO

**RE: Electric Governmental Aggregator Application — Village of Sunbury**

The Village of Sunbury is pleased to submit its application for electric governmental aggregator. The original application notarized and signed by an authorized official and ten copies of the city's filing are enclosed.

**Material provided for review:**

- Application for Governmental Aggregations and Affidavit
- Exhibit A-2 Authorizing Ordinance reflecting voter authorization;
- Exhibit A-3 Plan of Operation and Governance;
- Exhibit A-4 Automatic Aggregation Disclosure
- Exhibit A-5 Experience

Should you have any questions or additional needs, please call me at (614) 425.4885.

Sincerely,



Scott R. Belcastro

Principal

614.425.4885

scott@electricsuppliers.org

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*The Public Utilities Commission of Ohio*

12-3228-EL-GAG

PUCO USE ONLY		
Date Received	Case Number	Version
	- EL-GAG	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 Village of Sunbury

Address 9 E Grandville Street

Telephone Number (740) 965-2684

Web site address (if any) www.sunburyvillage.com

**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 Tommy Hatfield

Title Mayor

Business address 9 E Grandville Street

Telephone number (740) - 965 - 2664 Fax # (740) - 965 - 9633

E-mail address nli2@columbus.rr.com

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

Name Scott Belcastro

Title Principal

Business address 4067 Treeline Court, Westerville, OH 43082

Telephone number (614) 425 - 4885 Fax # (614) - 417 - 410

E-mail address scott@electricssuppliers.org

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

Address 4067 Treeline Court, Westerville, OH 43082

Toll-free telephone number (877) - 861 - 2772

Fax # (614) - 417 - 410

Tommy Hatfield Mayor  
Signature of Applicant & Title



**PHILIP N. STITH**  
Notary Public, State of Ohio  
Delaware County  
My Commission Expires 6/29/13

Sworn and subscribed before me this 12 day of Dec, 2012  
Month Year

Philip N. Stith  
Signature of official administering oath

Philip N. Stith notary  
Print Name and Title

My commission expires on 6/29/13

# **AFFIDAVIT**

State of Ohio :

Sunbury ss.  
(Town)

County of Delaware

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

He/She is the Mayor (Office of Affiant) of Village of Sunbury (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.

Sammy Stith Mayor  
Signature of Affiant & Title

Sworn and subscribed before me this 12 day of Dec, 2012  
Month Year

Philip N. Stith  
Signature of official administering oath

Philip N. Stith  
Print Name and Title



**PHILIP N. STITH**  
Notary Public, State of Ohio  
Delaware County  
My Commission Expires 6/29/13

My commission expires on 6/29/2013

**EXHIBIT A-2**

**AUTHORIZING ORDINANCE**

## **ORDINANCE 2011-14**

### **AN ORDINANCE TO AUTHORIZE ALL ACTION NECESSARY TO AFFECT AN OPT-OUT ELECTRIC AGGREGATION PROGRAM PURSUANT TO SECTION 4928.20 OF THE REVISED CODE**

**WHEREAS**, the Ohio Legislature has enacted electric deregulation legislation ("Am. Sub. S. B. No. 3") which authorizes the legislative authorities of municipal corporations, townships and counties to aggregate the retail electric loads located in the respective jurisdictions and to enter into service agreements to facilitate for those loads the purchase and sale of electricity; and

**WHEREAS**, Electric Aggregation provides an opportunity for electric consumers collectively to realize electric savings, lower cost electric supplies, and other benefits that the consumers may not otherwise be able to realize individually; and

**WHEREAS**, the Village of Sunbury, Ohio, desires to submit an ordinance to the Board of Elections to submit to the electors of the Village of Sunbury, Ohio, the question of whether the Village should create an Electric Aggregation program in accordance with Ohio Revised Code § 4928.20; and

**WHEREAS**, this ordinance should be reviewed by the appropriate Village Council committee and presented to the Village Council for consideration in a timely manner in that this must be certified to the Delaware County Board of Election authorities by August 10, 2011 since opportunities to coordinate aggregation activities with certain suppliers of electric may become limited due to market conditions; and

**WHEREAS**, the Mayor has recommended the passage of this Ordinance in order to provide this opportunity for cost savings to the residents of the Village of Sunbury.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF  
SUNBURY, DELAWARE COUNTY, OHIO AS FOLLOWS:**

**SECTION 1:** This Village Council finds and determines that to facilitate competitive retail electric service to promote electric savings, lower cost electric supplies, and other benefits, it is in the best interest of the Village and certain electric consumers within the jurisdiction of the Village to establish an opt-out Electric Aggregation program in the Village pursuant to Section 4928.20, Revised Code. Provided that this Ordinance and the Electric Aggregation program is approved by the electors of the Village in accordance with this Ordinance, the Village is hereby authorized to take all actions necessary to affect an Electric Aggregation program pursuant to Section 4928.20, Revised Code. The Village may exercise this authority jointly with other entities to the full extent permitted by law, and for such purposes. Actions necessary to affect the Electric Aggregation program include determining and entering into service agreement(s) with electric suppliers to facilitate the sale and purchase of all electric commodity and services to serve the enrolled electric consumers. The Village shall be authorized by the electors to be the only entity authorized to act for and on behalf of the enrolled electric consumers to determine

and select the electric supplier(s) to provide the commodity and all other services for the Electric Aggregation program and the enrolled consumers.

**SECTION 2:** The Electric Aggregation program shall not apply to persons meeting any of the following criteria, as more specifically described in Section 4928.20(H)(1-5) of the Ohio Revised Code: (i) a customer that has opted out of the aggregation, (ii) a customer in contract with a certified electric services company, (iii) a customer that has a special contract with an electric distribution utility, or (iv) a customer that is not located within the governmental aggregator's governmental boundaries, (v) subject to division (C) of section 4928.21 of the Revised Code, a customer who appears on the "do not aggregate" list maintained under that section.

**SECTION 3:** That this Council hereby authorizes and directs the Delaware County Board of Elections to submit to the electors of the Village of Sunbury at an election to be held at the usual places of voting of said Village on Tuesday, November 8, 2011, the following question:

To facilitate competitive retail electric service to promote electric savings, lower cost electric supplies, and other benefits, shall the Village of Sunbury have the authority to aggregate retail electric loads located in the Village of Sunbury and enter into service agreements for the sale and purchase of electric commodity and other services, such aggregation to occur automatically, except where any person elects to opt-out?

FOR, the Village of Sunbury to facilitate competitive retail electric service to promote electric savings and other benefits by acting as an aggregator.

NOT FOR, the Village of to facilitate competitive retail electric service to promote electric savings and other benefits by acting as an aggregator.

**SECTION 4:** That the Village Fiscal Officer is authorized and directed to file a certified copy of this Ordinance with the Delaware County Board of Elections not later than 4:00 p.m. August 10, 2011. The Electric Aggregation program shall not take effect unless approved by a majority of the electors voting upon the proposed ballot question at the election held in accordance with this Ordinance and Section 4928.20 of the Ohio Revised Code. Upon approval, the Electric Aggregation shall take effect at the earliest permissible point in time and continue thereafter in accordance with the requirements of Chapter 4928.20 of the Ohio Revised Code.

**SECTION 5:** That the Board of Elections of Delaware County shall cause an appropriate notice to be duly given of the election to be held on Tuesday, November 8, 2011, on the foregoing proposal and otherwise to provide for such election in the manner provided by the general laws of the State of Ohio.

**SECTION 6:** Upon approval by a majority of the electors voting at the election provided for in this Ordinance, the Village shall develop and adopt a plan of operations and governance for the Electric Aggregation program. Consumers enrolled in the Electric Aggregation program shall be supplied their electric requirements and other services in accordance with supply



agreement(s) determined and arranged by the Village, as opportunities become available to provide benefits on behalf of the electric consumers enrolled in the Electric Aggregation program and the consumers located within the jurisdiction of the Village. The Village shall be authorized by the electors to be the only entity authorized to act for and on behalf of the electric consumers that have enrolled in the Electric Aggregation program to determine and select the electric supplier(s) to provide the commodity and all other services for the Electric Aggregation program and the enrolled consumers. Before adopting such Plan, at least two public hearings on the Plan shall be held. Before the first hearing, notice of the first hearing shall be published once a week for two consecutive weeks in a newspaper of general circulation in the Village. The notice shall summarize the Plan and state the date, time, and location of each hearing.

**SECTION 7:** The adopted Plan shall not aggregate any retail electric load within the Village, unless the person whose retail electric load is to be so aggregated is notified in advance that the person will be enrolled automatically in the Electric Aggregation program and shall remain so enrolled, unless the person affirmatively elects not to be so enrolled by a stated procedure. The disclosure shall state the rates, charges, and other terms and conditions of the enrollment. Once enrolled the consumer may only opt-out of the Electric Aggregation program every two years without paying a switching fee. Any such person that opts-out of the Electric Aggregation program shall default to the electric company providing distribution service for the person's retail electric load, until the person chooses an alternative supplier.

**SECTION 8:** It is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were meetings open to the public, and in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

**WHEREFORE,** this Ordinance shall take effect from and after the earliest time permitted by law.

**VOTE ON ORDINANCE 2011-14**

**YEAS**

**NAYS**

5

0

**PASSED:** July 6, 2011

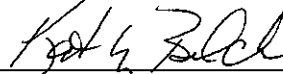
  
LEONARD R. WEATHERBY, Mayor

**ATTEST;**

  
Kathy Belcher, Fiscal Officer

**CERTIFICATION**

I hereby certify on this 11 day of July, 2011  
that the foregoing is a true and accurate copy of the ordinance passed at the meeting held on  
July 6, 2011, of the Village of Sunbury of the County of Delaware,  
State of Ohio.



Fiscal Officer

## **EXHIBIT A-3**

### **OPERATION AND GOVERNANCE PLAN**

## **ORDINANCE 2012-18**

### **AN ORDINANCE ADOPTING THE VILLAGE OF SUNBURY ELECTRIC AGGREGATION PROGRAM PLAN OF OPERATION AND GOVERNANCE PURSUANT TO OHIO REVISED CODE 4928.20, OHIO REVISED CODE AND DECLARING AN EMERGENCY**

**WHEREAS**, pursuant to Ohio Revised Code 4928.20, municipalities may aggregate customers within their jurisdiction in order to secure lower electric service in the municipality through the collective purchasing of electric gas service; and

**WHEREAS**, this Council seeks to establish a governmental aggregation program with opt out provisions, according to law for the residents, businesses and other electric customers in the Village who receive electric generation service and distribution service from the local utility; and

**WHEREAS**, the ballot question received at least the majority of the vote cast at the November 8th, 2011 election; and

**WHEREAS**, this Council seeks to adopt a Electric Aggregation Program Plan of Operations and Governance entitled "Electric Aggregation Program Sunbury, Ohio Plan of Operations and Governance" a copy of which is attached hereto and incorporated herein as if fully reappearing pursuant to Ohio Revised Code 4928.20 for the residents, businesses and other electric consumers within the Village of Sunbury as permitted by law.

**NOW, THEREFORE, BE IT ORDAINED** by the Council for the Village of Sunbury, Delaware County, State of Ohio as follows:

**SECTION I:** This Council finds and determines it is in the best interest of the Village of Sunbury, its residents, businesses and other electric consumers located within the corporate limits to adopt a Electric Aggregation Agreement of Operations and Governance entitled "Electric Aggregation Program Sunbury, Ohio Plan of Operations and Governance" a copy of which is attached hereto and incorporated herein as if fully rewritten pursuant to Ohio Revised Code 4928.20.

**SECTION II:** It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were meetings open to the public, and in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

**SECTION III:** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of the citizens and businesses of the Village of Sunbury, Ohio to allow said Electric Plan of Operations

and Governance to be in effect at the earliest possible date thus allowing savings to begin to residents and businesses at the earliest possible date.

**WHEREFORE**, this Ordinance shall be in effect and in force immediately from and after its passage.

**VOTE ON SUSPENSION OF THE RULES**

**YEAS**

**NAYS**

6

0

**VOTE ON EMERGENCY**

**YEAS**

**NAYS**

6

0

**VOTE ON ORDINANCE 2012-18**

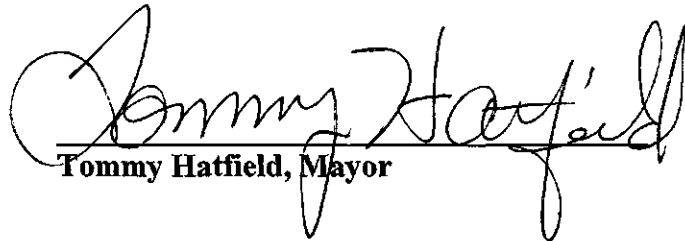
**YEAS**

**NAYS**

6

0

**PASSED:** December 5, 2012

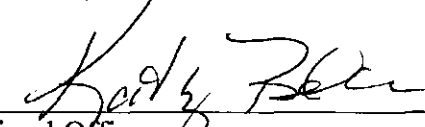
  
Tommy Hatfield, Mayor

**ATTEST:**

  
Kathy Belcher, Fiscal Officer

**CERTIFICATION**

I hereby certify on this 5 day of December, 2012, that the foregoing is a true and accurate copy of the Ordinance passed at the meeting held on December 5, 2012, of the Village of Sunbury, County of Delaware, State of Ohio.

  
Fiscal Officer

**ELECTRIC AGGREGATION PROGRAM**  
**Village of Sunbury, OHIO**  
**PLAN OF OPERATION AND GOVERNANCE**

Trebel, LLC

For additional information contact:

Scott Belcastro, Principal  
4067 Treeline Court  
Westerville, Ohio 43082  
Electricsuppliers.org  
614.425.4885

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## 1. Purpose of Electric Aggregation Program

This aggregation plan has been developed in compliance with Ohio Revised Code, Section 4928.20 regarding governmental aggregation of electric service. The Village of Sunbury ("the Village") Aggregation Program ("Program") seeks to aggregate the retail electric loads of consumers located in the Village to negotiate the best rates for the generation supply of electric power. It has the potential to combine residential, commercial and industrial customers into a buying pool that will be attractive to third party suppliers (Suppliers). Participation in the Program is voluntary. Any individual customer (Member) has the opportunity to decline to be a member of the aggregation program and to return to the American Electric Power ("AEP") standard offer of service or to enter into a power supply contract with any competitive retail electric supplier. This Plan of Operation will not be adopted until two public hearings are held in accordance with section 4928.20 ( C ) of the Ohio Revised Code.

## 2. The Process for Municipal Aggregation

The process of governmental aggregation is set forth in Ohio Revised Code section 4928.20. The section defines opt-out aggregation that may be enacted by a governmental entity under the opt-out aggregation provisions; all electric consumers within the Village will be automatically included in the Program. However, such customers will be given prior notice entitling them to affirmatively elect not to be part of the Program. 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 Supplier that they do not want to participate. A similar opt-out period will be offered every year during which Members can leave the Village's aggregation pool without paying a switching fee. In November 2011, Sunbury village voters approved the development of the program.

All eligible load centers within the Village under 200 kW peak demand will be automatically enrolled in the aggregation program. For commercial and industrial customers with a peak load demand of 200 kW or greater, special metering data may need to be furnished to alternate suppliers to receive a price offer. Also any national accounts (e.g. McDonalds, BP, Dollar General) as well as eligible commercial accounts with annual usage over 700,000 kWh will be offered a discount but they must "Opt -in" to the program and they will receive a custom pricing offer. In addition, only accounts with "shoppable" rate codes, as defined by AEP may participate in the Program.

The Supplier and AEP will identify those customers in the Village who have not opted out, who have not renewed their special rate contracts, who are not on the Percentage of Income Payment Plan (PIPP) and who are not on AEP's "Opt-Off Marketing List." These customers will be transferred to the Supplier selected by the Village and enrolled over the period of one month. AEP shall notify each transferred customer of the transfer with its last bill for standard offer service. Service under the new Supplier shall begin at the start of the billing period following the transfer and continue for a period of one year.



### 3. Aggregation Services

**Provider:** Sunbury Village will use a contractor ("Retail Electric Generation Provider") to perform and manage aggregation services for its Members. The village has selected Border Energy Electric Services, Inc. ("Border Energy") to be its Supplier at this time. The Supplier 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 Supplier must provide the Village, if requested, an electronic file containing the Members usage, and charges. The Supplier must have a local Columbus phone number or a toll free number for Members to call.

**Database:** The Retail Electric Generation Supplier will build and maintain a database of all Members. The database will include the name, address, AEP 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 Supplier will develop a process to be implemented that will be able to accommodate at a minimum Members who (i) leave the program due to relocation, opting out, etc. (ii) decide to enter the Program; (iii) relocate within the Village, and (iv) move into the Village 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 Supplier will use this database to perform bill audits for clerical and mathematical accuracy of Member bills.

**Member Education:** The Retail Electric Generation Supplier will develop, with the assistance of the Village, 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 deal with allowing any person enrolled in the Aggregation Program the opportunity to opt out of the program at least every three years, without paying a switching fee to the Village or the Provider. See Appendix A for a detailed description of the Education Process.

**Customer Service:** The Retail Electric Generation Supplier will develop and administer a customer service process, that at a minimum will be able to accommodate (i) Member inquiries and complaints about billing; and (ii) answer questions regarding the program in general. This process will include at a minimum a description of how telephone inquiries will be handled, either internally or externally, how invoices will be prepared, how remittance of payment will be dealt with, and how collections for delinquent accounts will be addressed. See Appendix B for a detailed description of the Customer Service Plan.

### 4. Power Supply Agreement

The Power Supply Agreement will provide for the Supplier to serve the Village's Government Aggregation Group. Under the Agreement, the term of the power supply to Members will be for one year from the beginning of service.

## **5. Terms and Conditions of Enrollment**

### **5.1 Rates**

The Village has chosen Border Energy ("Supplier") as a result of an interview selection process. Border Energy has provided an offer that is 15% off the applicable price to compare for residential customers and 10% off the applicable rate for commercial customers with annual usage less than 700,000 kWh. Members will be notified of the rates and terms of the Program through the local newspaper and the Village web site. Opt-out forms will be docketed with the PUCO 10 days prior to mailings.

### **5.2 Charges**

AEP will continue to bill for distribution charges, non bypassable riders, and monthly customer service fees. These charges apply whether a Member switches or not. Switching generation and transmission suppliers will not result in any new charges.

### **5.3 Switching Fees**

At the present time, AEP is requiring a per customer switching fee for those customers who voluntarily remain in a government aggregation program and are switched to an alternate Supplier. The Village proposal was written to require the selected Supplier to pay for the group's switching fee.

### **5.4 Terms**

The aggregation program is designed to reduce the amount consumers pay for electric energy and transmission. The Village will not buy and resell the power to the participants of the program. Instead, the Village will negotiate a contract with a competitive retail electric supplier to provide firm, all-requirements generation service to the members of the aggregation program.

Customers who meet the following criteria will become members of the aggregation program:

- Are up to date with their bill payment;
- Have not renewed their specific rate contract
- Are not included on the Opt-off Marketing List
- Have not Opted-out of the program;
- Are not on the Percentage of Income Payment Plan (PIPP); and
- Have a shoppable rate code.

### **5.5 Opt-Out Disclosure**

The Village is using an Opt-out form of Governmental Aggregation pursuant to section-2, 4928.20 of the Ohio Revised Code. The Village will disclose to the person owning, occupying or using the load center that the person will be enrolled automatically in the aggregation program and will remain so enrolled unless the person affirmatively elects by the following procedure not to be so enrolled. Any such person that opts out of the aggregation program pursuant to stated procedure shall default to the standard service offer provided by AEP until the person chooses an alternative supplier.

**Procedure:**

1. The Village distributed the Opt-Out Form (refer to Exhibit A-4 "Automatic Aggregation Disclosure");
2. Recipients have 21 days to notify the Village; and
3. The Village will exclude those opting out from the Program.
4. Customers will receive written notification from AEP stating that they are about to be switched and have 7 days if they wish to rescind the contract.

**6. Policies for Customers Moving Into/Out of the Municipality**

Members who have left the Program, or who have moved into the Village, may contact the Village or its Supplier at any time to obtain enrollment information. There is however, no guarantee that customers opting-in at a later date will receive the same price, terms and conditions as did the initial participants. Suppliers are unable to hold price offerings for an unlimited amount of time.

Customers may opt out of the Program at no charge within a 21-day period following the notification of Opt-out letter. Two public hearings will be held prior to adoption of the Operation and Governance plan. Customers who provide the required opt-out notice will remain customers of AEP. A similar period in which customers can opt-out of the Program without charge will be offered annually.

**7. Billing Procedures**

The Village will utilize the coordinated billing services of AEP and the selected Supplier. We anticipate residential customers will receive a single bill from AEP that itemizes among other things, the cost of generation and transmission provided by the selected supplier. In some instances, dual billing will be used for commercial and industrial group members. In these instances, one bill will be sent from the Supplier and one will be sent from AEP for their respective services.

**8. Procedures for Handling Customer Complaints**

Members will have multiple means of addressing complaints. As a general rule, concerns regarding service reliability should be directed to AEP as appropriate, questions regarding the Program administration should go to the Village or Border Energy, and any unresolved disputes should be directed to the Public Utilities Commission of Ohio. Listed below is a table of toll-free numbers for members to call for assistance.

Nature of Complaint	Contact	Phone Number
Power Interruption	AEP	888-710-4237
Power turn on/off	AEP	800-672-2231
Billing disputes	AEP	888-237-5566
Joining/Leaving Program	Border Energy	888-901-8461
Regulatory Questions	Border Energy	888-901-8461
Unresolved Disputes	Public Utilities Commission	800-686-7826

## **9. Rights and Responsibilities of Program Members**

### **9.1 Universal Access to Aggregation Program**

"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 this Program this will mean that all existing customers within the Village borders shall be eligible for service from the contracted supplier under the terms and conditions of the supply contract. It is a goal of the Program to provide the basis for aggregation of all Members on a non-discriminatory basis.

Service under the Program shall include all customer classes in adherence with universal service principles and requirements, and the traditional non-discriminatory practices of local government. Contracts with all Suppliers shall contain provisions to maintain these principles and equitable treatment of all customer classes.

Existing customers in the Village currently receiving generation and transmission service through an affinity group offer or other similar mechanism will become members of the Program. Those members wishing to rejoin their group will need to Opt-out of the Program. Residents who are currently PIPP customers are not eligible to become Program Members.

### **9.2 Dispute Resolution**

Members should make all efforts to address complaints or concerns in accordance with the guidance provided in Section 6.0 "Procedures for Handling Customer Complaints" of this plan. If Members are unable to resolve their concerns through these channels, they may contact the Public Utilities Commission of Ohio (1-800-686-7826) for additional assistance.

### **9.3 Bill Payment**

Members are required to remit and comply with the payment terms of AEP and/or their supplier if dual billing is used. This Program will not be responsible for late or no payment on the part of any of its members. Collection and credit procedures remain the responsibility of AEP, the selected Supplier and the individual Member.

### **9.4 Leaving the Aggregation Program**

Members who wish to opt-out of the program may do so:

- 1) During the program's initial 21-day opt-out period;
- 2) Every twelve months without paying a switching fee; and
- 3) At any other time, but may be required to pay a switching fee
  - a. Residential- \$50.00
  - b. Commercial- \$150.00

#### **10. Reliability of Power Supply**

The Program will only affect the generation and transmission source of power. AEP will continue to deliver power through their distribution systems. Responsibility for maintaining system reliability continues to rest with the local utility. If Members have service reliability problems they should contact AEP for repairs. The PUCO has established "Minimum Reliability Standards" for all utilities operating distribution systems in Ohio. Customer outages, duration of outages, interruptions, etc., will be monitored to ensure reliability remains at satisfactory levels.

In addition to maintaining the "wires" system, AEP is required to be the "Provider of Last Resort." This means, should the selected supplier fail for any reason to deliver any or all of the electricity needed to serve the Members needs, AEP will immediately provide for the shortfall. AEP would then bill the supplier for the power provided on their behalf. The Members would incur no additional cost.

#### **11. Supplier Qualification Selection Criteria**

Border Energy, the chosen supplier, has met the strict criteria provided below.

- The selected Supplier will need sufficient sources of power to provide retail firm power to the residents of Sunbury Village.
- Suppliers will need to be certified as CRES by the Public Utilities Commission of Ohio and registered with AEP to do business in their service territory. Both the certification and registration ensure that Suppliers are managerially, technically, and financially competent to perform the services they offer.
- Must have a toll-free number as required by the PUCO for customer service and complaints related to the Village aggregation program.
- Hold the Village financially harmless from any financial obligations arising from supplying power to the AEP customers in the Village
- Satisfies the State of Ohio's, AEP and the Village credit requirements.
- Have a service agreement with under AEP's Open Access Transmission Tariff

#### **12. Funding the Aggregation Program**

The primary expenses of the Program are expected to be publication of notices, written notification to customers, switching fees due to AEP, regulatory fees and registration with the Public Utilities Commission of Ohio. Except, possibly, for the initial notification of customers, these expenses and administrative fees will be the responsibility of the selected Supplier.

#### **13. Maintenance and Reporting of the Aggregation Program**

The Village will rely on the Supplier to monitor and report on a quarterly and annual basis. Supplier will report on estimated savings and provide an analysis of current and future market conditions. Quarterly and Annual Reports will be provided to the Public Utility Commission. Members wishing to view the reports should make arrangements to do so by contacting the Village Administration during normal working hours.

**14. Miscellaneous Governance Guidelines**

- A. Village Council shall approve through Resolution or Ordinance the Plan of Operation and Governance for the Aggregation program and any Amendments thereto.
- B. The Village 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.
- C. The Village will require any Supplier to disclose any subcontractors that it uses in fulfillment of the services described above.
- D. The Village will require the Supplier to maintain either a toll free telephone number, or a telephone number that is local to Village residents who are Members.
- E. All costs of the Aggregation Program development/administration will be paid either through the general fund and/or through the inclusion of a percentage adder that will be added to Member bills.

**15. Liability**

The Village 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.

**16. Professional Assistance**

Due to the complexity of deregulation of the electric utility industry, the Village will consult with and obtain the necessary expertise to represent and administer the Program. The Village has contracted with Trebel, LLC to provide energy consulting services. Such services may include, but are not limited to facilitating consumer enrollment and Opt-out, assisting with consumer education, addressing consumer questions and concerns, providing reports on program operation, enrollment and savings, negotiating future CRES Provider contracts, and representing the Village in dealings with CRES Providers, AEP, the Ohio Legislature, the PUCO and the OCC.

## **Appendix A — Education Process**

The Provider will develop the educational program in conjunction with the Village. 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 Township 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 Village to provide opportunities for educating residents in the Village about the Program and consumer rights under the law, PUCO rules and this Program. In addition, the Provider and Township 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 12 months. Should conditions, suppliers, price, or any other component of the program change within the one-year period, participants will be given a notice of their opportunity to opt out of, or into the program.

## **Appendix B --- Customer Service Plan**

### **A. Member Access:**

1. Border Energy shall ensure Members reasonable access to its service representatives to make inquiries and complaints, discuss charges on Member bills, and transact any other business.
2. Telephone access shall be toll free and afford Members prompt answer times during normal business hours, as follows:

**Border Energy Electric Services, Inc.**  
**9787 Fairway Drive**  
**Powell, OH 43065**  
**Toll-free telephone number: 1-888-901-8461, Hours: M-F, 8:00**  
**a.m. - 5:00 p.m.**

3. Border Energy shall provide a 24-hour automated telephone message instructing callers to report any service interruptions or electrical emergencies to AEP.

### **B. Member Complaints:**

1. Border Energy shall investigate Member complaints (including Member complaints referred by AEP) and provide a status report within five calendar days following receipt of the complaint to:
  - a. The consumer, when the complaint is made directly to Border Energy; or
  - b. The consumer and The Public Utilities Commission of Ohio Staff ("Commission Staff), when a complaint is referred to Border Energy by the Commission Staff.
2. If an investigation is not completed within 14 calendar days, Border Energy shall provide status reports to the consumer and the Township, or if applicable, to the consumer, the Village and the Commission Staff. Such status reports shall be provided at five-day intervals until the investigation is complete, unless the action that must be taken will require more than five days and the Member has been so notified.
3. Border Energy shall inform the consumer, or the consumer, the Village and Commission Staff, of the results of the investigation, orally or in writing, no later than five calendar days after completion of the investigation. The consumer, the Village, or Commission Staff may request the report in writing.
4. If a residential consumer disputes the Border Energy report, Border Energy shall inform the consumer that the Commission Staff is available to help resolve informal complaints. Border Energy shall provide the consumer with the current address, local/toll free telephone numbers, and TDDCTTY telephone numbers of the Commission's consumer services department.



5. Border Energy shall retain records, of Member complaints, investigations, and complaint resolutions for one year after the occurrence of such complaints, and shall provide such records to the commission staff within five calendar days of request.

6. Border Energy shall make good faith efforts to resolve disputes.

C. Member Billing and Payments

1. Border Energy shall arrange for AEP or its agent to bill Members for such services according to a tariff approved by the commission. Residential Member bills issued by or for Border Energy shall be accurate and understandable, be rendered at intervals consistent with those of AEP, and contain sufficient information for Members to compute and compare the total cost of competitive retail electric service (s). Such bills shall also include:

- a. The Member's name, billing address, service address, the Member's account number, and if applicable, Border Energy account number;
- b. The dates of service covered by the bill, an itemization of each type of competitive service covered by the bill, any related billing components, the charge for each type of service, and any other information the Member would need to recalculate the bill for accuracy;
- c. The applicable billing determinants, including beginning meter reading, ending meter reading(s), demand meter reading(s), multipliers, consumption(s), and demands;
- d. For Member-generators with net metering contracts, a statement of the net metered generation;
- e. The unit price per kWh charged for competitive service, as calculated by dividing current-period competitive service charges by the current- period consumption;
- f. An identification of the provider of each service appearing on the bill;
- g. The amount billed for the current period, any unpaid amounts due from previous periods, any payments or credits applied to the Member's account during the current period, any late payment charges or gross and net charges, if applicable, and the total amount due and payable.

2. The due date for payment to keep the account current. Such due date shall be no less than:

- a. As prescribed by the AEP tariff and amended from time to time;
- b. Current balance of the account, if a residential Member is billed according to a budget plan;
- c. Options and instructions on how Members may make their payments;

- d. For each provider whose charges appear on the bill, a listing of the provider's toll-free telephone number and address for Member billing questions or complaints;
  - e. A listing of the toll-free consumer assistance telephone numbers and available hours for applicable state agencies, such as the commission, the Ohio Consumers' Counsel, and the Ohio Attorney General's office;
  - f. The AEP 24-hour local/toll-free telephone number for reporting service emergencies;
  - g. Identification of estimated bills or bills not based upon actual end-of period meter readings for the period; and an explanation of any codes and abbreviations used.
- 3. If applicable, Border Energy will, upon request, provide Members with the name and street address/location of the nearest payment center and/or authorized payment agent.
  - 4. The Village and Border Energy shall establish policies and procedures for handling billing disputes and requests for payment arrangements.

D. Collections for delinquent accounts:

- 1. Collections for delinquent accounts shall be the responsibility of Border Energy or its agent.
- 2. Failure of Members to pay charges for Competitive Retail Electric Services may result in loss of those products and service; and
- 3. Failure to pay charges for Competitive Retail Electric Services may result in cancellation of the Member's contract with Border Energy, and return the Member to AEP's Standard Offer.

**EXHIBIT A-4**

**AUTOMATIC AGGREGATION DISCLOSURE**



Energy Focused. Customer Driven.

<Date>

<First><Last>

<Mailing Address>

<Mailing City><Mailing State><Mailing Zip>

*Draft*

Dear <First><Last>,

**The Village of Sunbury sets a guaranteed electric discount of 15% off the Price to Compare off of AEP utility rate for residential customers and 10% off the tariff rates for commercial customers.**

We are pleased to announce that the Village of Sunbury is providing you with an opportunity to save money on your electricity bill. Under this arrangement, Border Energy Electric Services, Inc. has been selected as your village's preferred electricity provider. This special offer is exclusive for eligible residents or businesses of the Village of Sunbury because officials acted on behalf of their community to select an electricity provider who, through the power of volume buying, is able secure electricity at competitive prices. Border Energy Electric Services, Inc. is an Ohio-based company.

Through your new Village Electric Aggregation Program eligible residents will receive the price of 15% off the Price to Compare and business will receive a price of 10% off the Price to Compare, starting with the March 2013 billing cycle (April 2013 invoice) through February 2014.

You will be automatically enrolled in the program unless you choose NOT to participate by "opting-out" by <Date>. If you do NOT wish to participate in this program, you must follow the "opt-out" instructions.

**The Village Electric Aggregation Program is a Smart Choice:**

- **It's Easy to Participate.** You don't have to do anything to enroll. All eligible residents or businesses will be automatically enrolled in the program unless you choose to "opt-out."
- **Save Money with Guaranteed Savings.** The Village of Sunbury has ensured you will receive a guaranteed 15% Residential or 10% Businesses off of your electricity service beginning with the April 2013 billing cycle through February 2014. After the last billing cycle, you will be given the opportunity to renew your agreement under a new price offer or return to the utility. There is no cost to enroll in this exclusive program.
- **Continue to Receive One Bill.** Your local utility will continue to send you one monthly electric bill. You can continue to remit one payment to your local utility for Border Energy charges. Also, your local utility will continue to provide service for any emergency or maintenance issues.

If you do not wish to participate in this program you must "opt-out" by completing the Electric Aggregation "opt-out" election form below. Your "opt-out" election form must be returned by <Date>.

You will find additional details of this program in the Frequently Asked Questions and Terms & Conditions within this packet. Thank you.

Respectfully,

<digital signature image>

<City, Contact Name>

<Title>

The Village of <City>

<digital signature image>

Andy Mitrey

President

Border Energy Electric Services, Inc.

*Draft*



The Village of Sunbury Electric Aggregation Opt-Out Election Form  
Please print clearly.

<First><Last>  
<Mailing Address>  
<Mailing City><Mailing State><Mailing Zip>

☐ I wish to opt out of the Sunbury Village Electric  
Governmental Aggregation Program. (Check box to opt out.)

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

Service address (City, State and zip) \_\_\_\_\_

Phone number: (\_\_\_\_) \_\_\_\_\_

Account Holder's signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Mail by September XX, 2013 to: Sunbury Village Electric Governmental Aggregation Program, 9787  
Fairway Dr. Powell, OH 43065**

## **EXHIBIT A-5**

### **EXPERIENCE**

## Governmental Aggregation Filing

### Exhibit A-5 "Experience"

#### Village of Sunbury Experience:

The Village of Sunbury routinely negotiates for services and supplies that benefit the residents and is experienced in contracting and providing for common services to the Village residents. Examples of service provider experience include: Insurance, Police, Fire, Park and Roadways.

The Municipality will utilize the coordinated billing services of the Local Utility and the selected Supplier. It is anticipated that all Members will receive a single bill from the Local Utility. Members will maintain or choose options that include: budget billing, automatic payments and Internet payment. The Municipality shall meet with Electric suppliers individually to discuss their offer of an Electric rate for each customer class, load grouping or other appropriate category. It is the responsibility of each Member to compare the rate with others and decide accordingly. The prices to be charged to Members in the Program will be set by the Municipality after negotiations with the selected Supplier. Members will be notified of the rates and terms of the Program as part of the opt-out process, through a direct mailing sent to each resident and business within the Municipality limits in accordance with Section 4928.10 of the Revised Code.

However, due to the complexity of municipal aggregation, the Village will rely on the services of Trebel, LLC to assist them in designing, implementing and maintaining the Program. Trebel, LLC is a PUCO certified Electric Aggregator/Broker (certificate #12-537E(1)) and Natural Gas Aggregator/Broker (certificate #12-267G(1)).

#### Contractual Arrangements for Capability Standards:

If the applicant is relying upon contractual arrangements with a third-party(ies) to meet any of the certification requirements, the applicant must provide with its application all of the following:

The Village of Sunbury is contracting with the following consultant to provide third party assistance and to assist the Village in designing, implementing and maintaining its aggregation program:

Trebel, LLC  
4067 Treeline Court  
Westerville, OH 43082  
614.425.4885

Below is a detailed summary of services being provided:

Broker shall provide energy related Services, including but not limited to the following:

- Assist with the preparation and submission of Governmental Aggregation application for the Public Utilities of Ohio ("PUCO");
- Assist with preparation of resolutions, public notices, Plan of Operations and Governance, and communications with residents;
- Evaluate existing electric costs and rates and provide market expertise;
- Where applicable prepare Request of Proposal (RFP)
- Assist with usage data collection and verification;
- Pre-screen all energy suppliers and act as point of contact;
- Work directly with suppliers to meet all requirements related to local governments aggregation plan. This includes preparation of all notifications required to be sent to participants;
- Act as an exclusive sourcing agent with the suppliers;
- Assist with preparation of ongoing reporting requirements of the PUCO; and
- Prepare quarterly and yearly cost savings validation reports.

Trebel, LLC is a national energy consulting company serving commercial, governmental, small business and residential clients primarily throughout the deregulated energy markets. Our primary mission is to help clients by lowering their energy supply cost, increase site efficiency and leverage state and federal incentive opportunities.