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FILE

13-1349-EL-GAG-35

## WorldEnergy

3517 26th Street NW  
Canton, OH 44708  
813-210-7184 cell  
330.232.9400 efax

June 6, 2013

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

PUCO

RECEIVED-DOCKETING DIV  
2013 JUN 10 PM 1:34

Re: Village of Mingo Junction

To Whom It May Concern,

Please find enclosed the original and three copies of the Application for Certification for the Village of Mingo Junction. World Energy is providing consulting services to the Village of Mingo Junction and, in this capacity, is filing this application on their behalf. Since an electric supplier hasn't been selected for the aggregation program, World Energy will update this document once a supplier has been selected.

Should there be a question and/or additional information needs, please contact: John Ney, Energy Consultant, World Energy, (813) 210-7184 or through email at [jney@worldenergy.com](mailto:jney@worldenergy.com).

Sincerely,

John Ney  
Energy Consultant  
World Energy  
(813) 210-7184 Cell  
(330) 232-9400 Fax

Enclosures

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 IN Date Processed JUN 10 2013

**Submitted to:**

**The Public Utilities Commission of Ohio**

**CERTIFICATION APPLICATION  
FOR A GOVERNMENTAL  
AGGREGATOR**

**Village of Mingo Junction, Ohio**

Village of Mingo Junction  
501 Commercial Street  
Mingo Junction, Ohio 43938



*The Public Utilities Commission of Ohio*

13-1349-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 Mingo Junction

Address 501 Commercial Street, Mingo Junction, OH 43938

Telephone Number (740) 535-1511

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 John Ney  
Title Energy Consultant  
Business address 3517 26th Street NW, Canton, OH 44708  
Telephone number (813 ) - 210 - 7184 Fax # (330 ) - 232 - 9400  
E-mail address jney@worldenergy.com

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

Name John Ney  
Title Energy Consultant  
Business address 3517 26th Street, NW, Canton, OH 44708  
Telephone number (813 ) - 210 - 7184 Fax # (330 ) - 232 - 9400  
E-mail address jney@worldenergy.com

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

Address 3517 26th Street, NW, Canton, OH 44708  
Toll-free telephone number (813 ) - 210 - 7184  
Fax # (330 ) - 232 - 9400

James E. L. Ed Mayor  
Signature of Applicant & Title

Sworn and subscribed before me this 3RD day of June, 2013.  
Month Year

Stephen Maguschak  
Signature of official administering oath

Stephen Maguschak ADMINISTRATOR  
Print Name and Title



Stephen Maguschak  
Notary Public In and For  
the State of Ohio  
My Commission Expires  
May 8, 2018

My commission expires on MAY 8 2018

# AFFIDAVIT

State of Ohio :

Village of  
Mingo Junctionss.  
(Town)

County of Jefferson :

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

He/She is the Mayor (Office of Affiant) of Village of Mingo Junction (Name of Applicant);

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

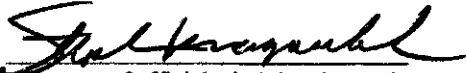
1. The Applicant herein, attests under penalty of false statement that all statements made in the application for certification are true and complete and that it will amend its application while the application is pending if any substantial changes occur regarding the information provided in the application.
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.

  
Signature of Affiant & Title

Sworn and subscribed before me this 3rd day of June, 2013.  
Month Year

  
Signature of official administering oath

Stephen Maguschak Administrator  
Print Name and Title

  
Stephen Maguschak  
Notary Public In and For  
the State of Ohio  
My Commission Expires  
May 8, 2018

My commission expires on May 8 2018

# **Exhibit A-1**

**Applicant's Name, Address,  
Telephone Number, and Web  
Site Address**

Village of Mingo Junction  
501 Commercial Street  
Mingo Junction, Ohio 43938  
740-535-1511 Office

# **Exhibit A-2**

## **Authorizing Ordinance**

Ordinance No. \_\_\_\_\_

Sponsor: \_\_\_\_\_

**AN ORDINANCE AUTHORIZING ALL ACTIONS NECESSARY TO EFFECT A GOVERNMENTAL ELECTRICITY AGGREGATION PROGRAM WITH OPT-OUT PROVISIONS PURSUANT TO SECTION 4928.20 OHIO REVISED CODE, DIRECTING THE JEFFERSON COUNTY BOARD OF ELECTIONS TO SUBMIT A BALLOT QUESTION TO THE ELECTORS; AND DECLARING AN EMERGENCY.**

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 electrical loads located within the respective jurisdictions and to enter into service agreements to facilitate for those loads the purchase and sale of electricity ("Governmental Aggregation"); and

Whereas, Such legislative authorities may exercise such authority jointly with any other legislative authorities; and

Whereas, Governmental Aggregation provides an opportunity for residential and small business consumers to participate collectively in the potential benefits of electricity deregulation through lower electricity rates which would not otherwise be available to those electricity customers individually; and

Whereas, this Council, seeks to establish a Governmental Aggregation program with opt-out provisions pursuant to Section 4928.20, Ohio Revised Code (the "Aggregation Program") for the residents, businesses and other electric consumers in the City.

NOW, THEREFORE, BE IT RESOLVED by the Council of Shreve, Ohio that:

Section 1: This Council finds and determines that it is in the best interest of the Village, its residents, businesses and other electric consumers located within the corporate limits of the Village to establish this Aggregation Program in the Village. Provided that the Aggregation Program is approved by the electors of the Village pursuant to Section 2 of this Ordinance, the Village is hereby authorized to automatically aggregate, in accordance with Section 4928.20, Ohio Revised Code, the retail electric loads located within the Village, and, for that purpose, to enter into service agreements to facilitate for those loads the purchase and sale of electricity. The Village may exercise such authority jointly with any other municipal corporation, township or county or other political subdivision of the State of Ohio to the full extent permitted by law. The aggregation will occur automatically for each person owning, occupying, controlling or using an electric load center proposed to be aggregated and will provide for the opt-out rights described in Section 3 of this Ordinance.

Section 2: The Board of Elections of Jefferson County is hereby directed to submit the following question to the electors of the Village at the election on May 7<sup>th</sup>, 2013:

***Shall the Village of Mingo Junction have the authority to aggregate the retail electric load located in the Village, and for that purpose, enter into services agreements to facilitate for those loads the sale and purchase of electricity, such aggregation to occur automatically except where any person elects to opt out?***

The Clerk of this Council is instructed to immediately file a certified copy of this ordinance and the proposed form of the ballot question with the County Board of Elections not less than ninety (90) days prior to the election. The Aggregation Program shall not take effect unless approved by a majority of the electors voting upon this ordinance and the Aggregation Program provided for herein at the election held pursuant to this Section 2 and Section 4928.20, Ohio Revised Code.

Section 3: Upon approval of a majority of the electors voting at the general election provided for in Section 2 of this Ordinance, this Council, individually or jointly with any other political subdivision, may develop a plan of operation and governance for the Aggregation Program. Before adopting such plan, this Council shall hold at least two public hearings on the plan. Before the first hearing, notice of the hearings 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 place of each hearing. No plan adopted by this Council shall aggregate the electric load of any electric load center within the Village unless it, in advance, clearly discloses to the person owning, occupying, controlling, 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 a stated procedure not to be so enrolled. The disclosure shall state prominently the rates, charges, and other terms and conditions, of enrollment. The stated procedure shall allow 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. Any such person that opts out of the Aggregation Program pursuant to the state procedure shall default to the standard service offer provided under division (a) of Section 4928.35, Ohio Revised Code until the person chooses an alternative supplier.

Section 4: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council and that the deliberations of this Council and any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements including section 121.22 of the Ohio Revised Code.

Section 5: This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the Village and the inhabitants thereof, and for further reasons that this ordinance is required to be immediately effective in order to file a certified copy of this ordinance and the

Jefferson 070

proposed form of the ballot question with the ~~XXX~~ Board of Elections not later than ninety (90) days prior to the May ~~7th~~ 2013 election, as provided herein; wherefore, provided it receives the affirmative vote of at least five members elected and appointed to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise it shall take effect and be in force at the earliest period allowed by law.

John R. Folmer  
President of Council Date

Ronald A. DiCicco 12/19/2012  
Mayor Date

# **Exhibit A-3**

## **Operation and Governance Plan**

ORDINANCE 2013-18


AN ORDINANCE TO ADOPT A PLAN OF OPERATION  
AND GOVERNANCE FOR THE ELECTRIC AGGREGATION  
PROGRAM OF THE VILLAGE OF MINGO JUNCTION AND  
DECLARING AN EMERGENCY

Be it ordained by the Council of the Village of Mingo Junction, Jefferson County, Ohio, with two-thirds (2/3) of all members elected thereto concurring, that:

SECTION 1: The salary of Village hereby adopts a plan of operation and governance for the electric aggregation program of the Village of Mingo Junction, Ohio, a copy of which is attached hereto and made a part of this Ordinance

SECTION 2: This Ordinance is declared an emergency and shall be in force and effect immediately upon its passage and approval by the Mayor.

Passed: May 28<sup>th</sup>, 2013


  
Mayor

Attest:   
Village Clerk

CERTIFICATION OF PUBLICATION

Pursuant to Ohio R.C. Section 731.24 and 731.25 copies of the above Ordinance were posted in the following five places on the following dates:

Municipal Building	Commercial St.	Mingo Jct., Ohio	_____
U.S. Post Office	Commercial St.	Mingo Jct., Ohio	_____
Mingo Market	Battle Run Rd.	Mingo Jct., Ohio	_____
Mingo Jct. Sr. Cit. Center	Commercial St.	Mingo Jct., Ohio	_____
Indian Village Apartments	Ravine St.	Mingo Jct., Ohio	_____

Attest:   
Clerk

Date: May 28<sup>th</sup>, 2013

**ELECTRIC AGGREGATION  
PROGRAM  
Village of Mingo Junction, OHIO**

**PLAN OF OPERATION AND GOVERNANCE**

**Adopted by the Village of Mingo Junction  
May 28<sup>th</sup>, 2013**

## **1. Purpose of Electric Aggregation Program**

This Operations and Governance Plan has been developed in compliance with Ohio Revised Code, Section 4928.20 regarding governmental aggregation of electric service. The Village of Mingo Junction ("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 and small commercial customers into a buying pool that will be attractive to third party suppliers. Participation in the Program is voluntary. Any individual customer has the opportunity to decline to participate (become a "Member") in the Program and to stay with or return to the standard offer of service from The Ohio Power Company ("Utility") or to enter into a power supply contract with any competitive retail electric supplier.

## **2. The Process for Municipal Aggregation**

The process of governmental aggregation is set forth in Ohio Revised Code section 4928.20. On May 7, 2013, Mingo Junction voters approved the development of a form of government electric aggregation known as "opt-out" aggregation. As required by state law, the Village Council passed an Ordinance which authorized submitting the selection of opt-out aggregation to the Village's voters.

As required by regulations of the Public Utility Commission of Ohio (PUCO), the Village has developed this Electric Aggregation Program Plan of Operation and Governance" (the "Plan"). The Village will file an application with the PUCO for certification as a Government Aggregator as soon as the Village Council approves the Plan. Public notice of public hearings to consider the Plan was published in the Herald Star on Saturday, May 12th, and two public hearings were conducted on May 15<sup>th</sup>, 2013 at 7 pm and May 22<sup>nd</sup>, 2013 at 7 pm in accordance with section 4928.20 (C) of the Ohio Revised Code. The Opt-out Notice for the Village's Program will be sent to all eligible electric customers in the Village upon approval of this Plan.

Under the Opt-out program, all eligible 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. These customers can opt out during the period of time specified in the notification sent to all eligible customers which shall be at least twenty-one days from the date of the postmark on the written notice. A similar opt-out period will be offered every three years during which Members can leave the Village's Program without paying a penalty.

Upon certification, the Village Council of Mingo Junction will select its Retail Electric Generation Provider ("Retail Electric Generation Provider" or "Provider"), to provide the electric power for the Mingo Junction Aggregation Program. Under this Program, the Utility will continue to deliver the electricity purchased from the Village's provider, and all metering, repairs and emergency service will continue to be provided by the Utility.

All eligible load centers within the Village consuming less than 700,000 kWh over the most recent 12 months that do not opt out will be automatically enrolled in the Program. For eligible commercial and industrial customers with a peak load demand over the past 12 months of 100 kW or greater, the customer shall pay for any interval meter required, and the customer is responsible for paying the installation and maintenance of an analog phone line or cellular phone modem.

### **3. Operational Plan**

3.1 Provider: Mingo Junction will use a contractor to perform and manage aggregation services for its Members. The Village will select its Provider once certified by the PUCO. 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 Village, if requested, an electronic file containing the Members' usage, and charges. The Provider must have a local Mingo Junction phone number or a toll free number for Members to call.

3.2 Database: The Retail Electric Generation Provider will maintain a database of all Members, which shall include the name, address, Utility account number, the Provider's account number for each Member and other pertinent information such as rate code, rider code (if applicable), most recent 12 months usage and demand, and meter read cycle. This database will be updated at least quarterly. The Provider shall implement a process that will be able to accommodate at a minimum Members who (i) leave the program due to relocation outside the Village, (ii) opt out; (iii) decide to enter the Program; (iv) relocate within the Village, and (v) move into the Village and desire to enter the Program. This database shall be capable of eliminating Percentage of Income Payment Plan ("PIPP") customers from the Program, those customers who are on the "Do Not Aggregate" list maintained by PUCO, those customers served by other providers of competitive retail electric service and those who have opted out.

3.3 Member Education: The Provider will develop, in consultation with the Village, an educational program that provides Members with general information about the Aggregation Program, provides updates and disclosures required by Ohio law and regulations, and implements a process to allow any Member enrolled in the Program to opt-out of the program at least every three years, without paying a penalty to the Village or to the Provider.

3.4 Customer Service: Members will have multiple means of addressing complaints. As a general rule, concerns regarding service reliability should be directed to the Utility as appropriate, questions regarding the Program administration should go to the Village, and any unresolved disputes should be directed to the Public Utilities Commission of Ohio and/or The Ohio Consumers' Counsel (for Members who are residential consumers). Listed below is a table of toll-free numbers for members to call for assistance.

<b>Nature of Complaint</b>	<b>Contact</b>	<b>Phone Number</b>
Power interruptions or outages	The Ohio Power Co.	1-800-672-2231
Power turn on/off	The Ohio Power Co.	1-800-672-2231
Billing disputes	The Ohio Power Co.	1-800-672-2231
Joining/leaving Program	Energy Provider	TBD
Unresolved disputes	Public Utilities Commission of Ohio	1-800-686-7826
	Ohio Office of Consumers' Counsel	1-800-613-6743

Members should make all efforts to address complaints or concerns in accordance with the guidance provided above for Handling Customer Complaints. If Members are unable to resolve their concerns through these channels, they may contact the Public Utilities Commission of Ohio or (if they are residential customers) the Ohio Office of the Consumers' Counsel at the telephone numbers set forth above.

**3.5 Billing:** The Ohio Power Company will include Provider's charges for generation service on its monthly invoice. There will be no administrative fee for billing charged by the Provider. Provider may provide a budget billing option to residential accounts for supplier related charges. Provider must be able to obtain at least 7 months of historical usage for the account or premise. Billing statements rendered by the Utility reflecting charges of Provider shall comply with the guidelines issued by PUCO.

Members are required to remit and comply with the payment terms of the Utility. 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 the Utility, the Provider and the individual Member.

**3.6 Notification to the Utility:** The Village's consumers that do not opt-out of the Village's Aggregation Program will be enrolled automatically in the Program. Members in the Village's Aggregation Program will not be asked to take other affirmative steps in order to be included in the Program. To the extent that the Utility requires notification of participation by Members, the Village will coordinate with the Provider to submit such notice to the Utility. Provider will inform the Utility of any consumers who may have been permitted to join the Program after the expiration of the enrollment period.

**3.7 Rates:** The prices to be charged by the Retail Electric Generation Provider to Members in the Program will be set by Village Council after negotiations with the Provider. Members will be notified of the rates and terms of the Program through the local newspaper and the Village's website and in Opt-out forms sent to all eligible consumers by the Provider. Final Opt-out forms and any supplemental Opt-out forms will be docketed with the PUCO no more than 30 days but at least 10 days prior to mailings as the regulations require.

**3.8 Charges:** Certain fees assessed by the Utility are non-bypassable, and will continue to be billed by the Utility. These charges apply whether a consumer in the Village becomes a Member of the Program or opts out.

**3.9 Switching Fees:** There are no switching fees assessed to customers that join the governmental aggregation program from the Utility standard offer. The Provider shall not assess a fee to join the Program.

**3.10 Program Participation:** Customers who meet the following criteria will become members of the aggregation Program:

- Have not opted out of the Program
- Are not participants in the Percentage of Income Payment Plan (PIPP)
- Are not included on the PUCO's "Do Not Aggregate" List
- Are not receiving competitive retail electric service from another provider
- Are not receiving service under a special arrangement with the Utility
- Have a Utility rate code that permits shopping for electric generation supplies.

**3.11 Opt-Out Disclosure:** The Village has adopted an "Opt-out" form of Governmental Aggregation pursuant to section 4928.20 of the Ohio Revised Code. The Village will notify in writing consumers owning, occupying or using a load center that the consumers will be enrolled automatically in the Aggregation Program and will remain so enrolled unless the consumer affirmatively elects by the following procedure not to be so enrolled. Any such person that opts out of the Aggregation Program pursuant to the stated procedure shall default to the standard service offer provided by the Utility unless or until the person chooses an alternative Supplier.

**Opt-out Procedure:**

1. The Village distributes the Opt-Out Form (refer to Exhibit A "Automatic Aggregation Disclosure");
2. Recipients have at least twenty-one (21) days from the date of postmark on the written notice to notify the Village or its designee of election to opt out;
3. The Village will exclude those opting out from the Program;
4. Customers who do not opt out using this procedure will receive written notification from the Utility stating that they are about to be switched to the Program and have seven (7) days if they wish to rescind the contract;
5. The Provider will commence generation service to Members who have not rescinded their contracts within the seven (7) day notification period beginning with the Member's normal meter read date within the month when power deliveries begin under the Aggregation Program.
6. Every three years, Members will be notified of their right to opt out of the Program without paying any penalty, following the same procedure for opting out set forth above.

7. At any other time, a Member may opt out of the Program but may be required to pay an early termination fee.

3.12 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 Provider 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.

3.13 Reliability of Power Supply: The Program will only affect the generation source of power. The Utility will continue to deliver power through its delivery systems. Responsibility for maintaining system reliability continues to rest with the local utility. If Members have service reliability problems, they should contact the Utility 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, the Utility is required to be the "Provider of Last Resort." This means, should the selected Provider fail for any reason to deliver any or all of the electricity needed to serve the Members' needs, the Utility will immediately provide for the shortfall. The Utility would then bill the Provider for the power provided on their behalf. The Members would incur no additional cost.

#### **4. Mingo Junction's Retail Electric Generation Provider: TBD**

The electric provider satisfies each of the following requirements:

- Sufficient sources of power to provide retail firm power to Members in the Village
- Certified by PUCO as a provider of competitive retail electric service
- Registered as a generation provider with the Utility
- Certified Supplier Agreement executed with the Utility
- Management and personnel in place to sell retail firm power to the Utility customers in the Village
- Call center capable of handling the Village's Aggregation Program Member inquiries and customer service complaints
- Toll-free number as required by PUCO for customer service complaints relating to the Village's Aggregation Program
- Will execute Master Service Agreement with the Village
- Will assist the Village in filing the annual reports required by PUCO and Section 4905.10(A), Section 4911.18(A) and Section 4928.06(F) of the Ohio Revised Code.
- Will administer the opt-out process on behalf of the Village
- Will develop Consumer Education Plan in consultation with the Village.

#### **5. Changes, Extension or Renewal of Master Service Agreement**

If the Master Service Agreement is extended or renewed past the initial contract period, Members will be notified as required by law and PUCO rules as to any change in rates or service conditions. At least every three years all customers in the Village who are Members will be given an opportunity to opt out of the Program, and Opt out notices will be provided as required by PUCO rules. Members will also be notified of their right to return to the Utility's Standard Service Offer or to select an alternate generation supplier.

**6. Termination of Master Service Agreement**

If the Master Service Agreement is terminated prior to the end of the Term, each individual Member of the Program will receive written notification of the termination of the Program at least sixty (60) days prior to termination of service. If the Master Service Agreement is not extended or renewed, Members will be notified as required by law and PUCO rules in advance of the end of service. Members will also be notified of their right to select an alternate generation supplier and of their ability to return to the Utility's Standard Service Offer upon termination.

**7. Liability**

THE VILLAGE SHALL NOT BE LIABLE TO MEMBERS IN THE AGGREGATION PROGRAM FOR ANY CLAIMS, HOWEVER STYLED, ARISING OUT OF THE AGGREGATION PROGRAM OR THE PROVISION OF AGGREGATION SERVICES BY THE VILLAGE OR THE PROVIDER. MEMBERS IN THE AGGREGATION PROGRAM SHALL ASSERT ANY SUCH CLAIMS SOLELY AGAINST THE PROVIDER PURSUANT TO THE MASTER SERVICE AGREEMENT.

**8. Funding the Aggregation Program**

The primary expenses of the Program are expected to be publication of notices, written notification to customers, regulatory fees and registration with the PUCO. These expenses and administrative fees will be the responsibility of the selected Provider.

# **Exhibit A-4**

## **Automatic Aggregation Disclosure**

**This is only a sample of the type of letter that will be sent to residents**

INSERT \_\_\_\_\_ LETTERHEAD

June 3, 2013

Dear Resident of the \_\_\_\_\_:

We are pleased to provide you the opportunity to join other residents to save money on the electricity you use.

Savings are possible through governmental aggregation, where community officials bring together citizens to gain group buying power for the purchase of electricity from a retail electric generation provider certified by the Public Utilities Commission of Ohio. Voters in Mingo Junction approved this program in May, 2013 and \_\_\_\_\_ is the governmental aggregator.

After researching competitive electricity pricing options for you, your community has chosen TBD supplier to provide you with your electric generation through your \_\_\_\_\_ 2015 meter reading. There is no fee from the utility or from the supplier to join the program, and you do not need to do anything to participate.

As a member of this program, you will pay \_\_\_\_\_ per kilowatt hour (kWh) for your electric generation and transmission charges. To estimate your month's savings associated with this program, multiply your typical monthly usage in kWh against the difference between \_\_\_\_\_ and the "Price to Compare" identified on your utility invoice. The "Price to Compare" is the portion of your total electric bill associated with your generation and transmission charges, and changes based on your utility's rates.

Your switch to TBD supplier will occur with your \_\_\_\_\_ 2013 meter read, and you will see your new electric price beginning with the bill resulting from your June 2013 meter read. Of course, you are not obligated to participate in the \_\_\_\_\_ aggregation program. If you choose to opt-out of the aggregation prior to commencement of the program, you will be served by the utility's standard service offer unless you choose an alternative provider. If you wish to be excluded from the program and continue to purchase your generation and transmission from American Electric Power, you will have until 21 days from the postmark date on this Opt-Out Notice to return the attached "opt out" form. If you do not return the form by that time, you will be enrolled and will receive a similar Opt Out Notice at least every three years asking if you wish to remain in the program. If you leave the program at any other time, you could be subject to a \$\_\_\_\_ early termination fee from TBD supplier. In addition by leaving the program early you might not be served under the same rates, terms and conditions that apply to other customers receiving generation and transmission from Dayton Power and Light.

After you become a participant in this aggregation program, American Electric Power will send you a letter confirming your selection of TBD supplier as your electric generation provider. As required by law, this letter will inform you of your option to cancel your contract with TBD supplier within seven days of its postmark. To remain in the \_\_\_\_\_ aggregation program, you don't need to take any action when this letter arrives.

American Electric Power will continue to maintain the system that delivers power to your home – no new poles or wires will be built by TBD supplier. You will continue to receive a single, easy-to-read bill from your local electric utility with your TBD supplier charges included. Please be aware that if you are

currently participating in the utility's budget billing program and your premise has at least 7 months of usage, you will automatically be enrolled in the TBD supplier budget bill program. The levelized charges associated with your generation and transmission charges will be set based on your historic usage and the rate set by your community.

If you have any questions, please call TBD supplier at 1-800-XXX-XXXX, Monday through Friday, 8 a.m. through 5 p.m. Please do not call \_\_\_\_\_ with aggregation program questions.

**Opt-Out Form – \_\_\_\_\_ Aggregation Program**

**Option 1 – Do nothing and save.**

If you want to participate in the aggregation program and save, you do not need to return this form. Your enrollment is automatic.

**OR**

**Option 2 – Opt out by returning this form.**

If you do not want to participate in this program, you must mail this form by June 3, 2013.

By returning this signed form, you will be **EXCLUDED** from this opportunity to join with other residents in the \_\_\_\_\_ Aggregation Program.

☐ I wish to opt out of the \_\_\_\_\_ Aggregation Program. (Check to opt out.)

Service Address (City, state and zip): \_\_\_\_\_

Utility 17-digit Account Number: \_\_\_\_\_ Phone No.: \_\_\_\_\_

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

**Mail the completed form by April 12, 2013 to:** TBD supplier, \_\_\_\_\_ Aggregation Program, XXXX, XXX, Ohio XXXXX

**This is only a sample of the type of letter that will be sent to businesses**

INSERT \_\_\_\_\_ LETTERHEAD

June 3, 2013

Dear Business of the \_\_\_\_\_:

We are pleased to provide you the opportunity to join other residents to save money on the electricity you use.

Savings are possible through governmental aggregation, where community officials bring together citizens to gain group buying power for the purchase of electricity from a retail electric generation provider certified by the Public Utilities Commission of Ohio. Voters in Mingo Junction approved this program in May, 2013 and \_\_\_\_\_ is the governmental aggregator.

After researching competitive electricity pricing options for you, your community has chosen TBD supplier to provide you with your electric generation through your \_\_\_\_\_ 2015 meter reading. There is no fee from the utility or from the supplier to join the program, and you do not need to do anything to participate.

As a member of this program, you will pay \_\_\_\_\_ per kilowatt hour (kWh) for your electric generation and transmission charges. To estimate your month's savings associated with this program, multiply your typical monthly usage in kWh against the difference between \_\_\_\_\_ and the "Price to Compare" identified on your utility invoice. The "Price to Compare" is the portion of your total electric bill associated with your generation and transmission charges, and changes based on your utility's rates.

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currently participating in the utility's budget billing program and your premise has at least 7 months of usage, you will automatically be enrolled in the TBD supplier budget bill program. The levelized charges associated with your generation and transmission charges will be set based on your historic usage and the rate set by your community.

If you have any questions, please call TBD supplier at 1-800-XXX-XXXX, Monday through Friday, 8 a.m. through 5 p.m. Please do not call \_\_\_\_\_ with aggregation program questions.

**Opt-Out Form – \_\_\_\_\_ Aggregation Program**

**Option 1 – Do nothing and save.**

If you want to participate in the aggregation program and save, you do not need to return this form. Your enrollment is automatic.

**OR**

**Option 2 – Opt out by returning this form.**

If you do not want to participate in this program, you must mail this form by June 3 2013.

By returning this signed form, you will be **EXCLUDED** from this opportunity to join with other residents in the \_\_\_\_\_ Aggregation Program.

☐ I wish to opt out of the \_\_\_\_\_ Aggregation Program. (Check to opt out.)

Service Address (City, state and zip): \_\_\_\_\_

Utility 17-digit Account Number: \_\_\_\_\_ Phone No.: \_\_\_\_\_

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

**Mail the completed form by June 3, 2013 to: TBD supplier, \_\_\_\_\_ Aggregation Program, XXXX, XXX, Ohio XXXXX**

# **Exhibit A-5**

## Experience

World Energy Solutions, Inc. (NASDAQ: XWES) is an energy management services firm that brings together passion, processes, and technologies to take the complexity out of energy management and turn it into real bottom-line impact for the businesses, institutions and governments we serve.

World Energy was founded in 2001 to address new opportunities created by the convergence of two mega-trends: B2B e-commerce and electric deregulations. To date, the Company has transacted more than \$40 billion in energy, demand response and environmental commodities on behalf of its Government, Commercial & Industrial, and utility customers, creating more than \$2 billion in value for them. The Company is a PUCO certified broker and aggregator of natural gas and electricity.

World Energy is headquartered in Worcester, Massachusetts, with regional office locations in Cromwell and Enfield, Connecticut; Dublin, Ohio; Philadelphia, Pennsylvania; Dallas, Fort Worth, and Houston, Texas; and Washington, D.C.

World Energy has served the Village of Mingo Junction with consulting services in regards to the procurement of electricity, natural gas and now an aggregation program for residences and small businesses. Among other things, World Energy will provide assistance to the Village of Mingo Junction as it relates to:

- Assist in the development of an ordinance authorizing actions to effect a governmental electrical aggregation on the May 7<sup>th</sup>, 2013 ballot.
- Draft and assist in the development of a Plan of Operation and Governance.
- Lead the required Public Hearings and attend Council meetings.
- Assist the Village in the day-to-day administration of program (problem resolution, press releases, PUCO compliance, supplier liaison, contract review, etc.).
- Review customer data provided by AEP that would serve as the basis for an opt-out notice.
- Assist the Village in completing and filing the annual report required by PUCO for governmental aggregators.
- Coordinate and assist with the preparation and filling of the required aggregation certification documents (bi-annually).

Additionally, Providers participating in the RFP process must demonstrate:

- Has experience administering other Government Aggregation groups within the state of Ohio.
- Has sufficient sources of power to provide retail firm power to the residents and small businesses of Mingo Junction.
- 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 AEP.
- Has a Service Agreement for Network Integration Transmission Service under AEP's Open Access Transmission Tariff.
- Has the corporate structure to sell retail firm power to the AEP customers in the Village.
- Its Electronic Data Interchange computer network is fully functional and capable of

handling the AEP retail electric customers of Mingo Junction.

- Has a call center capable of handling the Village's Aggregation Group customer calls.
- Has a toll-free number as required by the PUCO for customer service and complaints related to the Village's aggregation program.
- Satisfies the State of Ohio's, AEP and the Village's credit requirements.
- Will execute the Power Supply Agreement.
- Will provide assistance, if needed, by World Energy and the Village in filling the annual reports required by PUCO and Section 4805, 10(A), Section 4911, 18(A) and Section 4928.06(F) of the Ohio Revised Code.

# **Exhibit A-6**

**Contact Person for Regulatory  
or Emergency Matters**

John Ney  
Energy Consultant  
3517 26<sup>th</sup> Street, NW  
Canton, OH 44708  
813-210-7184 Office  
330-232-9400 Fax  
[jney@worldenergy.com](mailto:jney@worldenergy.com)

# **Exhibit A-7**

**Contract Person for  
Commission Staff Use in  
Investigating Customer  
Complaints**

John Ney  
Energy Consultant  
3517 26<sup>th</sup> Street, NW  
Canton, OH 44708  
813-210-7184 Office  
330-232-9400 Fax  
[jney@worldenergy.com](mailto:jney@worldenergy.com)

# **Exhibit A-8**

**Applicants Address and Toll-Free Number for Customer Service and Complaints**

John Ney  
Energy Consultant  
3517 26<sup>th</sup> Street, NW  
Canton, OH 44708  
813-210-7184 Office  
330-232-9400 Fax  
[jney@worldenergy.com](mailto:jney@worldenergy.com)