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WorldEnergy

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August 13, 2013

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

RECEIVED-DOCKETING DIV
2013 AUG 16 PM 2:58
PUCO

Re: Village of Mingo Junction

To Whom It May Concern,

Please find enclosed an updated copy (and three additional copies) of the Application for Certification for the Village of Mingo Junction. World Energy on behalf of the Village of Mingo Junction is filing this updated copy since an electric supplier for the aggregation program has recently been selected.

The following changes have been made to this certification application as a result of selecting DPL Energy Resources, Inc. as the electric provider:

- Exhibit A-2 "Operation and Governance Plan" has several small changes including:
 - Section 2. The Process for Municipal Aggregation section has added a 2-3 year term period rather than only a 3-yr period and either no penalty or a small penalty in terms of the cancellation fee.
 - Section 3.4. Customer Service has added in the Joining/Leaving Program row that DPL Energy is the selected provider and lists a contact phone number.
 - Section 3.7 Rates has listed the new rate of \$.0599 kWh for both residential and small commercial customers.
 - Section 4. DPL Energy Resources, Inc. was added as the electric supplier.
- Exhibit A-4 "Automatic Aggregation Disclosure" has included the actual letter and opt-out form being sent by DPL Energy to residents and small commercial businesses.
- Exhibit A-6 "Contact Person for Regulatory or Emergency Matters" has listed the DPL Energy contact person for such matters.
- Exhibit A-7 "Contract Person for Commission Staff Use in Investigation Customer Complaints" has listed the DPL Energy contact person for such matters.
- Exhibit A-8 "Applicants Address and Toll-Free Number for Customer Service and Complaints" has listed the DPL Energy contact person for such matters.

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 je Date Processed AUG 16 2013

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.

Sincerely,

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

Enclosures

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

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

(Original Ordinance Already Submitted in First Application)

Exhibit A-3

Operation and Governance Plan

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

PLAN OF OPERATION AND GOVERNANCE

**Adopted by the Village of Mingo Junction
May 28th, 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 15th, 2013 at 7 pm and May 22nd, 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 2-3 years during which Members can leave the Village's Program by paying either no or a small 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 uses World Energy 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.

Nature of Complaint	Contact	Phone Number
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	DP&L Energy	1-866-838-6883
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 are \$.0599 kWh for both residential and small commercial customers. Members have been notified of the rates and terms of the Program through the local newspaper, 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 will be required to pay an early termination fee of \$50.

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: DPL Energy Resources, Inc.

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**

August 19, 2013

Village of Mingo Junction is trying to help you save on your electric costs.

Dear Mingo Junction Electric Customer,

Because voters in Mingo Junction approved an electric aggregation program in May 2013 to allow officials to negotiate better energy rates, you could soon be saving money on your electric bill.

Government aggregation programs allow communities to pool citizens together as a buying group to get a better deal on generation and transmission rates (the largest portion of your electric bill) from a retail electric supplier. **Your local utility, The Ohio Power Company, will continue to deliver electricity to your home, restore power after outages, and perform maintenance and customer service.**

After researching options, Mingo Junction selected retail electric supplier DP&L Energy, an affiliate of the Dayton Power and Light Company. The Ohio-based company, certified by the Public Utilities Commission of Ohio (PUCO) will supply you with savings through October, 2015.

It's Smart.

You pay no enrollment or switching fees. And you get one easy-to-read bill from The Ohio Power Company with your DP&L Energy charges included. If you are currently on budget billing, you will automatically be enrolled in budget billing.

It's Fair.

Your Utility	Retail Electric Supplier	Fixed Price	Term End Date	Opt-Out Deadline	Early Termination Fee
The Ohio Power Company	DP&L Energy	5.99¢ per kWh	October, 2015	September 9, 2013	\$50

As a member of an aggregation group, you will start seeing savings from DP&L Energy within 30-45 days after The Ohio Power Company accepts your enrollment, depending on when your meter is read. Your savings could start as early as October.

It's Simple.

No action is needed to take advantage of the savings offered through your community program. However, if you wish to be excluded from this discounted rate, you must return the enclosed opt-out form by September 9, 2013. If you decide to opt-out of the aggregation before the program starts, you will be served by the utility's standard service offer unless you choose an alternate provider. If you decide to leave the aggregation program at any other time, the service you receive from the utility may not be under the same rates, terms and conditions that apply to other customers receiving generation from The Ohio Power Company. If you do not opt-out at this time, you will receive a notice at least every three years asking if you wish to remain in the program.

If you do not opt-out, The Ohio Power Company will send you a letter confirming that you selected DP&L Energy as your electric generation provider (see attached sample letter). You have seven days from the postmark date of such letter to cancel your contract with DP&L Energy if you do not want to be part of the savings program. **To start seeing savings through the Mingo Junction electric aggregation program, you don't have to do anything when your letter arrives.**

If you have any questions, please call DP&L Energy at 866-838-6883 Monday through Friday from 8 a.m. to 5 p.m.

Welcome to savings with DP&L Energy,

Mayor Ronald Dicarlo

DP&L Energy's pricing is not regulated by the PUCO. This offer is subject to change by DP&L Energy

Opt-Out Form – Village of Mingo Junction Electric Governmental 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 completed form before **September 9, 2013**.

By returning this signed form, you will be **EXCLUDED** from the Village of Mingo Junction Electric Governmental Aggregation Program.

☐ **I wish to opt-out of the Village of Mingo Junction Aggregation Program.
(Check to opt-out.)**

Service Address (City, state and zip): _____

Utility 17 Digit Service Delivery Identifier: _____ Phone No.: _____

Account Holder's Signature: _____ Date: _____

Mail the completed form by September 9, 2013 to:

Village of Mingo Junction Aggregation Program, DP&L Energy, 1065 Woodman Dr., Dayton, OH 45432

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 7th, 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

Robert Stallman
Director of Community
Development, DPL Energy
1065 Woodman Drive
Dayton, OH 45432
Telephone # 937/259/7936
Fax # 937/259-7392
E-mail address:
Robert.stallman@dplinc.com

Exhibit A-7

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

Maria Bubp
Director of Operations, DPL
Energy

1065 Woodman Drive

Dayton, OH 45432

Telephone # 937/259-7863

Fax # 937/259-7867

E-mail address:

Maria.bubp@dplinc.com

Exhibit A-8

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

1065 Woodman Drive
Dayton, OH 45432
Toll-Free telephone #
888/674-3753
Fax # 937/259-7867