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April 14, 2017

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

Re: *In the Matter of the Application of Regor Energy Corporation for
Certification as a Competitive Retail Electric Aggregator/Broker.,
Case No. 17-0705-EL-AGG*

Enclosed please find additional documents supporting Trebel, LLC's Motion to Intervene, Motion to Deny Amended Application, and Motion for Expedited Treatment to be filed in the above-referenced docket. Should you have any questions or additional needs, please call me at (614) 365-4110.

Very truly yours,



James D. Perko, Jr.

Cc: Parties of Record
Barb Bossart

Enclosures

RECORD OF PROCEEDINGS

Minutes of

BARRETT BROTHERS - DAYTON, OHIO

Meeting

Form 0101

Held

RECORD OF PROCEEDINGS

18TH REGULAR COUNCIL MEETING

September 27, 2016

The 18th Regular Council Meeting was called to order by Mayor James B. Waller after the Lord's Prayer and the Pledge of Allegiance were said.

All Council Members present.

Guests: Sara Klein, John Ney- representative of Regor Energy, Chuck Safran & John Shipman.

John Ney representative from Regor Energy administers the village's electric aggregation program. John stated the village's certification is current and he will file the annual report every year. He also shops the suppliers for the lowest rate. John stated the rate he has will benefit the residents and any business that uses under 700,000 kilowatts. The current contract expired in August IGS has the best rate for 12 months of 5.49 with no cancellation fees. First Energy had a 24 month rate at 5.64 and 36 months at 5.55. They do not offer a no fee cancellation. Mr. Ney stated as a resident you can opt in or out at any time. Mayor Waller stated the budget is not in effect for both parts of your bill. Mr. Ney stated both sides are able to be budgeted. Mr. Ney stated the only residents that will receive a letter are resident that have reverted back to AEP. If approved by Council this program will start in December. Mr. Ney explained the village could enter into a 2 year contract with IGA with a one year rate contract. The market it will be easier to watch with this contract.

Councilman Tarbet stated when the village participated in this program there was a lot of confusion with senior citizens. Councilman Tarbet stated that made Council look like they were not doing something correct. Now the aggregation program went away and residents received a letter stating if you do not choose you will be converted to AEP. Councilman Tarbet stated he doesn't feel many residents realize that happened. Now a new letter will be mailed out and may cause more confusion because IGS has been in town. Councilman Tarbet stated he wants to proceed cautiously this time with the aggregation program. No one that has a third party supplier will receive a letter. Mr. Ney stated there were a lot of hiccups and those have been worked out. Mr. Ney stated the budget plan is available immediately. Councilman Tarbet stated he will only be in favor of this due to the confusion of the senior citizens that informational meetings be held prior to the implementation of the program. Mr. Ney stated the 5.49 rate is only good until midnight tonight. John Ney stated council will have to act immediately. Atty. Battista stated if council chooses to do an emergency ordinance the first opportunity it could be effective immediately and what would you be getting than is the basically the rate given to John Ney on that date. Mr. Ney advised that is exactly right. Mr. Ney will ask IGS to hold the rate but not guaranteed.

Mayor Waller stated OK do you want to discuss it. Mayor Waller stated he feels this needs acted on tonight. Atty. Battista stated an ordinance needs to be done. Mayor Waller asked Atty. Battista to draw up an ordinance and if the rate jumps it jumps. Atty. Battista asked if they want it to be an emergency. Mayor Waller stated probably if not it would be two months. Atty. Battista asked Council what time frame they want. Councilwoman Lawson stated residents can opt in or out anytime. John Ney stated if the village locks in for a 2-year letters will not be mailed in the second year with a 1-year rate contract. Mayor Waller asked council how they felt about the rate. Councilman Tarbet said take the rate for the first year and shop the second year with the same supplier. Mayor Waller asked Clark to draw up legislation. Councilwoman Lawson stated it also depends on the rate John Ney will have in two weeks. Nothing can be done until the Resolution.

Motion to approve the Minutes of the 16th Regular Council Meeting held August 23, 2016 was made by Councilwoman Rowe seconded by Councilman Tarbet. All voted yea.

Motion to approve the Minutes of the 17th Regular Council Meeting held September 13, 2016 was made by Councilman Tarbet seconded by Councilwoman Lawson. All voted yea.

Motion to approve the Minutes of the Special Meeting held September 20, 2016 was made by Councilwoman Rowe seconded by Councilwoman Stoller. All voted yea.

Motion to approve bills for September totaling \$ 273873.54 was made by Councilman Tarbet seconded by Councilwoman Stoller. All voted yea.

Administrator: conference

Law Director: Atty. Battista stated the RR Crossing Closing reconsideration. The Public Commission order and Clark's conclusion is the village is going to have problems. We can do an application for a re-hearing which has to be done in 30 days which then has to be filed by September 30. Clark's opinion from reviewing the decision the Public Utilities made under Revised Code 4907.474 which dictates to the Public Commission they take a look at

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nine factors set forth in the statute. They dealt with these factors in order so they complied with the statute. Several of those factors due not work in the village's favor. Part of the problem is the vehicle traffic count on W. Plain Street resulted in three cars per hour. That is not a significant amount of traffic. Another factor is the number of crossings within a one linear mile of the W. Plain Street crossing is nine. So another factor the people most closely impacted by this including the Normandy Inn made no appearance and none of the residents attended. Mr. Buzzell did file documents with the commission. The village did have five representatives and did present evidence. So when the commission gathered all the evidence from the village and two employees from Ohi-Rail in Columbus the decision was there was not going to be a significant impact because of the proximity of the routes near W. Plain Street. So when the commission makes their decision the statute tells them that they need to find a demonstrable need for the crossing to exist. The commission states the evidence has to show the demonstrable need has to show the crossing is essential, vital and indispensable to the general public. And its closure would negatively impact the interest and wellbeing of the general public. Atty. Battista stated to say that it is essential, vital or indispensable from the point of view of the Ohio Public Utilities Commission you could go S. Market to the South, Line St. to the North and be there within a minutes and they do not see a substantial impact. They do not see a negative impact for alternative routes. The other issue is in the application for a rehearing if the village makes it, the Commission by the statute upon the hearing shall not take any evidence that with reasonable diligence could have been offered at the original hearing. The only evidences they can take would be new evidence that would be in place after the December 17, 2015 hearing that took place in Columbus. Atty. Battista in his opinion would have to be a change in traffic pattern or some issue that came up after December 17, 2015. The village cannot rehash the same evidence at a rehearing they would not take that due to the statute. Clark stated if anyone can enlighten him on a new argument to meet the burden to say the W. Plain Street crossing is essential, vital and indispensable to the general public and its closure would negatively the interest and wellbeing of the general community Clark does not know what that argument would be. We can take the step, but his opinion is the village we will ne get the Public Commission to find their decision was unjust unwarranted or should be changed. Clark would like instruction from Council if that step be taken. If the village requests a rehearing and it was done the next step is to appeal to the Ohio Supreme Court.

Mayor Waller made a motion to let it as is and not request a rehearing seconded by Councilman Tarbet.

All voted yea.

Councilman Tarbet asked who will find out the cost. Atty. Battista stated he will get in touch with Ohi-Rail.

Clark added barriers will have to be put up, but not on S. Main. The barriers will be right at the track.

Councilwoman Rowe stated at the meeting with Ohi-Rail council expressed their opinions on what they wanted.

And at the next meeting Ohi-Rail did not show. Councilwoman Rowe stated this our town and Mayor Waller stated until it comes to transportation. Councilwoman Lawson asked who was responsible for placing the barricades.

Mayor Waller stated the village is going to be responsible for putting up some of the guardrails. Atty. Battista stated the statute stated the Commission shall assess the cost as determined by the Commission of the closure of a crossing under this section against the RR having jurisdiction over a crossing. Atty. Battista stated the RR would pay. Councilman Tarbet stated in the paperwork it states the village would have some say in what type of closure to use. Atty. Battista stated the responsible party to pay would have to be discussed with Ohio-Rail. Atty. Battista stated the village has sixty days by ordinance to close and 90 days to actually have it closed. Which would run from August 31, 2016 so thirty days are gone.

Mayor:

Old/New Business

Resolution No. 18-16 authorizing the Mayor of the Village of Minerva to execute a new employment contract with the Village Administrator, David F. Harp, establishing levels of compensation, benefits and conditions and length of employment, with the terms and conditions as set forth in the attached employment contract herein referred to as Attachment A and made part of this Resolution.

Motion to hear third and final reading of Resolution No. 18-16 was made by Councilwoman Rowe seconded by Councilman Tarbet. Rowe Waller & Tarbet voted yea. Councilwoman Stoller & Councilwoman Lawson voted nay. 3 yeas 2 nays.

Motion to approve third and final reading of Resolution No. 18-16 was made by Councilwoman Rowe seconded by Mayor Waller. Rowe Waller & Tarbet voted yea. Councilwoman Stoller & Councilwoman Lawson voted nay. 3 yeas 2 nays.

Resolution No. 20-16 declaring the official intent and reasonable expectation of the Village of Minerva on behalf of the State of Ohio, The Village of Minerva, to reimburse its general fund for the Chestnut St. and Hart Ave. Water Main Project, CT83T, with the proceeds exempt debt of the State of Ohio. Third Reading

RECORD OF PROCEEDINGS

Minutes of

BARRETT BROTHERS - DAYTON, OHIO

Meeting

Form 8187

Held

Motion to hear third reading of Resolution No. 20-16 was made by Councilwoman Rowe seconded by Councilwoman Lawson. All voted yea.

Motion to approve third reading of Resolution No. 20-16 was made by Councilwoman Rowe seconded by Councilwoman Lawson. All voted yea.

Ordinance No. 21-16 authorizing the Director of Transportation to complete the Bridge Inspection Program Services, including, but not limited to, bridge load rating calculations, scour assessments, bridge inspections and fracture critical plan development, and declaring it an emergency.

Motion to hear first reading of Ordinance No. 21-16 was made by Mayor Waller seconded by Councilwoman Stoller. All voted yea.

Motion to approve first reading of Ordinance No. 21-16 was made by Councilwoman Rowe seconded by Mayor Waller. All voted yea.

Councilwoman Lawson asked the time frame regarding the inspections. Mayor Waller stated he did not know, but since this is an emergency they should be doing it soon.

Motion to have second and third readings by title only on Ordinance No. 21-16 was made by Councilman Tarbet seconded by Mayor Waller. All voted yea.

Motion to suspend statutory rules of Ordinance No. 21-16 was made by Councilwoman Rowe seconded by Councilman Tarbet. All voted yea.

Motion to instruct the law director to draft an ordinance with a twelve month fixed lock and a 2-year term with Regor Energy was made by Mayor Waller seconded by Councilwoman Rowe. All voted yea.

Motion to set the time of workshops to be at 6:30 PM before Regular Council Meetings eliminating the workshops on the off Tuesdays unless deemed necessary by Council was made by Councilwoman Stoller seconded by Councilwoman Lawson. 4-yeas Councilwoman Rowe voted nay.

Next Tuesday will be a workshop due to Mr. Harp being absent

Councilwoman Stoller stated the resident that lives at 512 Queen Street every time it rains it runs into his driveway. The water runs off of Queen down the hill. The resident at 813 Lynwood stated the culvert needs cleaned out due to debris impacting it.

Councilwoman Lawson stated employees are blowing grass clippings into the road and there is an ordinance regarding this.

Motion to adjourn the meeting was made by Councilwoman Rowe seconded by Councilwoman Stoller. All voted yea.

The next regular council meeting will be October 11, 2016.

Attest:


Brenda Albaugh Clerk of Council


James B. Waller Mayor

RECORD OF PROCEEDINGS

Minutes of

SABRETT BROTHERS - DAYTON, OHIO

Meeting

Form E101

Held

RECORD OF PROCEEDINGS

19th REGULAR COUNCIL MEETING

OCTOBER 11, 2016

The 19th Regular Council Meeting was called to order by Mayor James Waller after the Lord's Prayer and the Pledge of Allegiance were said.

All Council members present with the exception of Councilman Tarbet.

Guests: Tom Kishman, Bill Smith, Mikka Davis, Marla Hayley & Sara Klein

Tom Kishman introduced Bill Smith running for Stark County Commissioner. Mr. Smith addressed council regarding his upcoming election.

Mikka Davis & Marla Hayley addressed council regarding the ongoing cat problem. Mikka stated the cats crawl over their patio furniture and make messes in her mulch. They are (cats) everywhere and when you chase them they go right to the neighbor's house that is feeding them. Marla stated they urinate and defecate on her lawn which is fenced in. When they get in the fenced area her dog kills them and then she has to clean up that unpleasant mess. It is common sense an animal will not go where it is not being fed. That is the first place they go is to the neighbor's house. Marla stated she has witnessed her feeding them. These are Ferrell cats. Mayor Waller stated council has looked at different ordinances.

Motion to approve the Minutes of the 18th Regular Council Meeting held September 27, 2016 was made by Councilwoman Rowe seconded by Councilwoman Lawson. All voted yea.

Administrator: Mr. Harp announced the CDBG Program for the Chestnut/Hart Water Line has qualified, but the Murray Ave. is still questionable. Residents have not turned in their income survey. The residents are not given any information on the upcoming project. The next mailing will be at the end of October early November. Mr. Harp reported Steve Couch has installed an automatic water flusher South of the Senior Center to help with the quality of the water. A representative will be in the village on Thursday to observe the flushing process administered by Steve. Suggested ways to clean the water lines is by ice or air scouring. The EPA contacted Steve regarding well #1 due to not being used since 1986. The village has two options to reactivate it or cap it. If it is capped it cannot be used again. The EPA also stated the overflow pipe from the water tower above the Presbyterian Church has to have an air gap. Additional cost of the street lights on Kennel, Southview & Hanna Streets are \$12 per month for an existing pole and \$20 for an additional pole per month. Mr. Harp is waiting on the quote from Southway Fence to enclose the water plant. The RR has agreed to pay for the closure on Plain Street. Pool Bids are due Monday, October 17. Mr. Harp stated council may want to consider moving the meeting from the 25th to the 18th because if Family Pools is the successful bidder they want to start immediately.

Councilwoman Stoller asked Mr. Harp if the intersection of Queen & Union has had four water main breaks in the last two months. Is it possible to fix it permanently? Mr. Harp stated he will ask Steve.

Law Director: No report

Mayor: No report

Old/New Business

Ordinance No. 22-16 an ordinance approving and inclusion of certain ordinances as parts of the various component codes of the codified ordinances; providing for the adoption and publication of a new matter in the updated and revised codified ordinances; repealing ordinances and resolutions in conflict therewith; and declaring an emergency.

Motion to hear first reading of Ordinance No. 22-16 was made by Councilwoman Rowe seconded by Councilwoman Stoller. All voted yea.

Motion to approve the first reading of Ordinance No. 22-16 was made by Councilwoman Rowe seconded by Councilwoman Lawson. All voted yea.

RECORD OF PROCEEDINGS

Minutes of

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Form 6101

Held

Motion to have second and third readings by title only of Ordinance No. 22-16 was made by Councilwoman Rowe seconded by Councilwoman Lawson. All voted yea.

Motion to suspend statutory rules of Ordinance No. 22-16 was made by Councilwoman Rowe seconded by Councilwoman Stoller. All voted yea.

Resolution No. 23-16 accepting the amounts and rates as determined by the budget commission and authorizing the necessary tax levies and certifying them to the county auditor. Emergency Measure

Motion to have first reading of Resolution No. 23-16 was made by Mayor Waller seconded by Councilwoman Stoller. All voted yea.

Motion to approve first reading of Resolution No. 23-16 was made by Councilwoman Rowe seconded by Mayor Waller. All voted yea.

Motion to have second and third readings by title only of Resolution No. 23-16 was made by Councilwoman Rowe seconded by Mayor Waller. All voted yea.

Motion to suspend statutory rules of Resolution No. 23-16 was made by Councilwoman Rowe seconded by Councilwoman Lawson. All voted yea.

Ordinance No. 24-16 an ordinance accepting the bid of IGS Energy as the retail electric generation provider for the Village of Minerva Aggregation Program, and declaring it an emergency.

Motion to have first reading of Ordinance No. 24-16 was made by Councilwoman Rowe seconded by Councilwoman Stoller. All voted yea.

Motion to approve first reading of Ordinance No. 24-16 was made by Councilwoman Stoller seconded by Councilwoman Lawson. All voted yea.

Motion to have second and third readings by title only of Ordinance No. 24-16 was made by Councilwoman Stoller seconded by Councilwoman Lawson. All voted yea.

Motion to suspend statutory rules of Ordinance No. 24-16 was made by Mayor Waller seconded by Councilwoman Rowe. All voted yea.

Motion authorizing the Village Administrator, David F. Harp to file the 2017 Municipal Road Funds Application due by December 31, 2016 was made by Councilwoman Rowe seconded by Councilwoman Stoller. All voted yea.

Motion to remove Gail Bender as signator for the Village of Minerva in her capacity of Village Finance Director due to retirement and replacing with Patti Willoughby newly appointed Finance Director was made by Councilwoman Rowe seconded by Mayor Waller. All voted yea.

Motion to move the October 25th meeting to October 18th was made by Councilwoman Rowe seconded by Mayor Waller. All voted yea.

Councilwoman Stoller also presented a picture of the train in Brock Park with rotting and missing boards.

Motion to adjourn the meeting was made by Councilwoman Rowe seconded by Councilwoman Stoller. All voted yea.

The next Regular Council Meeting will be October 18th.

Attest


Brenda Albaugh Clerk of Council


James B. Waller Mayor

RECORD OF ORDINANCES

BARRETT BROTHERS - DAYTON, OHIO

Form 62208

Ordinance No. _____

Passed _____

ORDINANCE NO. 24-16

Ordinance No. 24-16 An Ordinance Accepting the Bid of IGS Energy as the Retail Electric Generation Provider for the Village of Minerva Electric Aggregation Program, and Declaring It an Emergency

Whereas, on November 5, 2013 Minerva voters approved the development of a form of government electric aggregation known as an "opt-out" aggregation;

Whereas, the energy supplier contract previously approved by this Council with First Energy Solutions expired on or about September 30, 2016;

Whereas, Council for the Village of Minerva deems it necessary to enter into a new supplier contract for the Village of Minerva Electric Aggregation Program;

Whereas, John Ney of Regor Energy Corporation has submitted for bids for the supply of electric generation on behalf of the Village of Minerva Electric Aggregation program; and

Whereas, Council for the Village of Minerva deems it necessary to accept the bid of IGS Energy to supply electric generation on behalf of the Village of Minerva Electric Aggregation Program.

Now, Therefore Be It Ordained by the Council of the Village of Minerva, Stark, Carroll and Columbiana Counties, Ohio that:

1. The bid of IGS Energy for a one year guaranteed rate with a twenty-four month term is hereby accepted.
2. John Ney of Regor Energy, is hereby authorized on behalf of the Village of Minerva to accept the bid rate and take the actions necessary to have the supplier contract prepared and the required documents filed with the Public Utilities Commission of Ohio to qualify IGS Energy as the Retail Electric Generation provider for the Village of Minerva Electric Aggregation Program.
3. Village Administrator, David F. Harp, is hereby authorized to execute on behalf of the Village of Minerva an energy supplier contract and such other documents necessary to carry out the intent of this Ordinance.
4. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the residents of the Village of Minerva to ensure the expedited execution of an electric supplier contract to avoid the market risk of a rate increase and to provide the residents of the Village of Minerva with an electric aggregation rate without further delay, and shall become effective at the earliest date allowed by law.

Attest:


Brenda Albaugh, Clerk of Council


James B. Waller, Mayor

Passed: October 11, 2016

Published in the News Leader by Title only on October 20, 2016.

MASTER AGREEMENT TO PROVIDE COMPETITIVE RETAIL ELECTRIC SERVICE TO A GOVERNMENTAL AGGREGATOR

**BY AND BETWEEN VILLAGE OF MINERVA AND
INTERSTATE GAS SUPPLY, INC.**

THIS AGREEMENT is made this ____ day of October, 2016 by and between the Village of Minerva, Ohio ("Village" or "Aggregator") and Interstate Gas Supply, Inc. ("Supplier" or "IGS"), individually "Party" and collectively "Parties", both acting by and through properly authorized officials.

RECITALS

1. The Village has enacted legislation to establish an "opt-out" electricity aggregation program (the "Electricity Aggregation Program" or the "Program") pursuant to Ohio Revised Code (ORC) Section 4928.20, for the residents and certain businesses in the Buying Group, defined below, and for that purpose, to take greater control over electric supply purchasing decisions for the Village and its qualifying residents and businesses, with the desire to take advantage of the collective purchasing power of the Village for benefit of the Buying Group.
2. The required ballot question passed on November 5, 2013 by a sufficient margin, enacting the Program for the Village and its qualifying residents, for an automatic aggregation program. Automatic aggregation, subject to the opt-out process as detailed in the Ohio Revised and Administrative Codes, will include members of the Buying Group who are currently supplied by American Electric Power ("Utility" "EDC" or "AEP" or "Ohio Power"). In addition, it is the desire of the Village for currently ineligible customers to enroll through an endorsement program from time to time as agreed to by Supplier in Supplier's sole discretion. The enacted legislation authorizes the Village, or its designated representative, to direct the procurement of electric supply with a certified competitive retail electric supplier through the Program.
3. The Village is certified with the Public Utilities Commission of Ohio ("PUCO") as a Governmental Aggregator. The Village has also retained the consulting services of a PUCO certified electricity broker and aggregator to assist in managing this Program (the "Consultant" as referenced in Section 11.6(B), which may be amended from time to time upon receipt of written notice by IGS).
4. Subsequent to community approval of the Program, Village sought proposals for the supply of retail electric service to the members of its Governmental Aggregation Program.
5. IGS has been certified by the PUCO as a Competitive Retail Energy Services ("CRES") supplier.
6. The Village has determined that IGS best meets the needs of the Village and its residents and has selected Interstate Gas Supply, Inc. as the exclusive supplier of electricity to the Village Program for an initial period of two (2) years, which includes an opportunity for IGS to continue beyond said period, as further detailed herein.
7. The Village consists of approximately 1300 residential and non-mercantile commercial electricity accounts. The "Buying Group" shall consist of all retail electricity loads, except mercantile

customers as defined in ORC4928.01, that are located within the Village and for which there is a choice of supplier of that service.

8. Supplier is familiar with government aggregations and has relayed to Village that there are significant time constraints and limitations inherent with the opt-out process, and as such, from time to time it will be necessary to move quickly to secure the best prices for the Village's Buying Group.

NOW THEREFORE, in consideration of the mutual promises, covenants, conditions and terms to be kept and performed and the aforementioned recitals, which are incorporated herein by reference, the Parties agree as follows:

SECTION 1 GENERAL PROVISIONS

1.1 Governmental Aggregator

Aggregator is duly certified by the Public Utilities Commission of Ohio ("PUCO") to provide electricity aggregation services to its residents and accordingly, has the authority to designate, and does designate, Supplier, as its electricity supplier and agent for procurement of electricity supplies for Village's Buying Group. The Aggregator shall maintain its certification at all times through the term of this Agreement and any extension(s). IGS shall be the sole and exclusive provider of retail electricity supply services for all of the customers of the Buying Group who do not opt-out of the Program.

Aggregator does not assume the credit risk for any non-payment on behalf of any Buying Group member in its Aggregation Program.

1.2 Supplier

Supplier is duly certified by the PUCO, and as such is authorized to provide competitive electric services to serve the Village's residential and non-mercantile commercial customers who do not opt out of its Program.

Supplier shall be acting as an independent contractor to Aggregator, and shall not be deemed an employee or representative of Aggregator.

1.3 Consumer

The end users of Supplier's electricity supply services are the residential and non-mercantile commercial customers in Aggregator's political boundaries that do not opt-out of the program ("Consumer" or "Customer"). On behalf of Consumer, Aggregator reserves the right to approve Supplier's Terms and Conditions for Supplier's agreement with the Consumer.

1.4 Utility

For purposes of this Agreement, American Electric Power (Ohio Power) shall be the electric delivery company and will provide local delivery services for all commodity supplied under this Agreement, and may be referred to as "EDC", "AEP" or "Utility".

SECTION 2 SCOPE OF WORK

Supplier will undertake, perform and complete the services described below as well as those identified throughout this Agreement.

2.1 Supplier is responsible for the costs of obtaining the eligible customer list from the EDC and/or from any other resource they deem useful in creation of an accurate eligible customer list. Village will share their resources to help mitigate the cost of assembling and verifying this list and will request the eligible customer list from EDC. It is the joint responsibility of the Village and Supplier to approve the list to be used in any opt-out or endorsement program for the Village. Upon notification and request to Supplier by a Customer who was eligible at the time of the initial opt-out notification and who remains eligible, Supplier shall enroll any such Customer wishing to join the Program. If an ineligible Customer receives an opt-out notice and is enrolled in the Program, upon knowledge of or notice to Supplier, Supplier shall take immediate steps to return Customer to AEP for service. Supplier will also be responsible to reimburse any switching fee and negative differential charges resulting from the improper switch, if notified by a Customer with a legitimate grievance.

2.2 Supplier shall perform and Aggregator will assist in the necessary list cleansing to ensure that only those customers who are eligible to participate are included on the list, to the best of their abilities. Supplier and Aggregator acknowledge that the list acquired from the Utility is represented by the Utility to be a list properly cleansed to include only those Customers that are eligible for the Government Aggregation as detailed in OAC Section 4901:1-21-17(D). To the extent the Utility fails to provide such a list, the Parties hereto shall hold each other harmless from any claim by the other resulting from such failure by the Utility.

2.3 Supplier shall print and mail opt-out notice packets to Customers that appear on the cleansed list. The packet shall contain an opt-out notice scripted by the Aggregator, a Terms and Conditions page outlining Consumer contract provisions, scripted by Supplier and approved by Aggregator, and may also include other information as agreed upon by Aggregator and Supplier. Supplier shall bear the costs associated with preparing, printing and mailing the opt-out notice packets.

2.4 Supplier shall receive and organize the opt-out responses and prepare a final listing of those Customers to be enrolled in the program. Supplier will also handle the information sharing/verification process with AEP for the transfer of accounts.

2.5 Supplier will utilize its customer call center resources to handle customer calls and concerns. Supplier maintains a toll free telephone number that will be provided in all written correspondences with Customers, as well as the IGS website, that can be used by Customers to answer frequently asked questions. IGS understands that Aggregator is not equipped to handle large volumes of Customer calls and will be dependent on Supplier for this function. Aggregator will remain available to answer questions regarding customer inquiries as needed by IGS.

2.6 Once the timing is finalized between the Village and IGS, IGS will conduct an initial opt-out and, thereafter, may also conduct subsequent opt-outs at various times throughout the remaining term of this Agreement, as agreed upon by Supplier and Aggregator ("Interim Opt-outs"). The purpose of the Interim Opt-outs is to provide an opportunity for newly eligible opt-out Customers to take advantage of the Program. Such Interim Opt-outs will occur at times mutually agreed upon by Aggregator and Supplier. All opt-out notices will be conducted in the same manner as the initial opt-

out, except for any price notifications may be provided in an expedited fashion, as long as a full opt-out notice has been provided within the term of this Agreement.

2.7 Notwithstanding anything to the contrary herein, IGS agrees that, upon notification by former customer of the Buying Group and once provided with appropriate documentation, IGS shall re-enroll any Customer who is in the Program that moves to a new location within the Village and within the EDC's service territory back into the Program, if eligible. Appropriate documentation shall include a signed agreement, telephone verification of enrollment or internet enrollment into the Program. The price, terms and conditions, once re-enrolled shall continue for the remainder of the Customer's initial term at the customer's prior address, although in no event shall the term exceed the term of this Agreement. Any new residential or non-mercantile commercial entrant into the Village, within the EDC service territory that moves into any facility existing at the time of execution of this Agreement, shall be enrolled in the Program in IGS' sole discretion. Newly constructed facilities that are eligible will be permitted to enroll in the Program during Interim Opt-out notifications, and may, in IGS' sole discretion, be permitted to enroll in the Program from time to time.

2.8 If the EDC charges a switching fee for all Customers choosing a new supplier under the Choice program, IGS agrees to pay this fee.

2.9 Supplier's arrangements regarding electricity supply shall comply with the AEP Electric Choice Program in the state of Ohio. IGS will supply and manage deliveries to meet 100 percent of the Buying Group's electricity requirements. Pricing shall not include EDC charges, fees and expenses or taxes.

2.10 In the event the Public Utility Commission of Ohio ("PUCO") requires information or documents regarding the Aggregation, Supplier agrees to assist in compiling such information, for all information in the possession or control of Supplier.

SECTION 3 TIME OF PERFORMANCE AND TERM OF AGREEMENT

3.1 Supplier shall begin the flow of electricity to participating Consumers at a mutually agreed upon time, after proper opt-out notifications are provided by IGS to eligible Customers. This Agreement and IGS' obligations under the Program shall be for an initial period of two (2) years after the initial opt-out notification and commencement of the Program ("Initial Term"), and shall renew automatically for additional 36 month periods ("Subsequent Term(s)") unless terminated by either party by providing the non-terminating party written notice of not less than 90 calendar days prior to the expiration of the then current term; provided, however, that this Agreement shall not automatically renew if the new pricing terms for all or any portion of a Subsequent Term is not agreed upon by the Parties prior to commencement of that Subsequent Term.

3.2 In the event of termination of this Agreement, Should the Program continue with another supplier, IGS shall cooperate with Aggregator and new supplier to ensure a seamless transition of the Program in a timely manner. This would include providing a list of Customers, who according to IGS' records are participating in the Program at the time such Village request is made.

3.3 Should this Agreement terminate and a new supplier is not chosen, IGS will take all actions reasonably necessary to return any opt-out Program Customers to the EDC upon expiration of the Program term, as elsewhere defined herein.

SECTION 4 SALE AND PURCHASE

4.1 Supplier shall deliver and sell electricity supply to Customers at the price or pricing structure agreed to under Section 5 of this Agreement. Such supplies shall follow AEP and PUCO rules and guidelines associated with Customer Choice electricity supply. Customers shall purchase electricity supply as indicated at the Price set forth in this Agreement. Supplier shall invoice Customers through AEP. All payments for electricity delivered under this Agreement shall come from AEP. Aggregator takes no responsibility for payment hereunder for any amounts owed by AEP or Customers to Supplier.

4.2 Village acknowledges that a Buying Group member's cost of electricity pursuant to this Agreement may change from time to time and that certain Buying Group members may prefer pricing structures other than that described herein. Therefore, Supplier, in its sole discretion, may from time to time and independent of the Program, offer to Buying Group members products based on other pricing options, including but not limited to fixed price/fixed term offers.

SECTION 5 PRICE

5.1 Supplier's monthly charges shall appear on the AEP invoice and shall be for all electricity supplied to Buying Group members. The price of electricity supply pursuant to this Agreement is described in Exhibit A, attached hereto and incorporated herein by reference.

SECTION 6 DELIVERIES

6.1 Electricity supply deliveries by Supplier pursuant to this Agreement shall be made to the PJM AEP Zone("Point of Delivery").

SECTION 7 BILLING AND PAYMENT

Supplier shall delegate the billing obligations to AEP.

SECTION 8 NON-PERFORMANCE/TERMINATION

8.1 Non-Performance

If Supplier fails to meet its obligations to deliver electricity under this Agreement, and its failure is not excused by any provision under this Agreement, then Supplier shall reimburse Customer for the difference between Supplier's Price as defined in Section 5.1 of this Agreement and the price that customer pays the EDC for replacement electricity supply as necessary to meet Customers' needs due to Supplier's failure to perform.

8.2 Termination

A party may terminate this Agreement prior to its natural expiration for a material breach of any of the terms contained herein, or in accordance with the following regulatory contingencies ("Regulatory Event"):

A. **Illegality.** If, due to the adoption of, or change in, any applicable law, or in the interpretation of any applicable law by any judicial or governmental authority, it becomes unlawful to perform any obligation under this Agreement or its Attachments.

B. **Adverse Government Action.** If any regulatory agency or court issues a decision or decisions which a) directly or indirectly requires a material change to the terms of the Master Agreement that materially, adversely affects a Party, or b) adversely and materially impacts a Party's ability to perform or otherwise provide the services described herein and/or the services described herein at the agreed upon price. Adverse Government Action includes, but is not limited to i) a change in the capacity cost allocation to the Supplier or the Buying Group that results in capacity costs that are greater than Reliability Pricing Model ("RPM") capacity established by the PJM Base Residual Auctions for capacity, and/or ii) a change in AEP's electricity supply procurement methodology or other change in AEP's cost components upon which the Price to Compare is determined.

Upon the occurrence of a Regulatory Event, the adversely affected Party shall notify the other Party that such an event has occurred. The Parties shall attempt to agree to an amendment to remedy the effects of the event. If no such agreement is reached then either party may terminate this Agreement by 30-day written notice and Supplier will take all actions necessary to return all Program Customers back to AEP and will send all Customers in Aggregator's program an end-of-service notification.

SECTION 9 FORCE MAJEURE

9.1 Force Majeure shall include, but not be limited to, the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or transmission lines; (ii) weather related events affecting an entire geographic region; (iii) interruption and/or curtailment of Transmission by PJM where such interruption and/or curtailment directly affects electricity deliveries under this Agreement; (iv) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections, terrorist acts or wars; and (v) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, regulation, or policy having the effect of law promulgated by a governmental authority having jurisdiction. Supplier and Aggregator shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event or occurrence once it has occurred in order to resume performance.

9.2 Neither party shall be entitled to the benefit of the provisions of Force Majeure to the extent performance is affected by any or all of the following circumstances: (i) the party claiming excuse failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch; or (ii) economic hardship, to include, without limitation, Supplier's ability to sell electricity at a higher or more advantageous price than the Contract Price, Aggregator's ability to purchase electricity at a lower or more advantageous price than the Contract Price, or a regulatory agency disallowing, in whole or in part, the pass through of costs resulting from this Agreement.

11.6 Any notices, requests or demands regarding the services provided under this Agreement shall be sent to the following Parties:

- A. AGGREGATOR: David Harp, Village Administrator
Village of Minerva
209 N Market St
Minerva, Oh 44657
Ph: 330-868-7705
- B. CONSULTANT: John Ney
World Energy
9604 Cliffview Street NW
Clinton, Ohio 44216
Ph: 813-210-7184
- C. SUPPLIER: Doug Austin
Interstate Gas Supply, Inc.
6100 Emerald Parkway
Columbus, Ohio 43016
Ph: 614-659-5000
Fax: 614-659-5125
Email: daustin@igsenergy.com

IN WITNESS WHEREOF, VILLAGE AND SUPPLIER have caused this Agreement to be executed as of the date first mentioned above.

Supplier: Interstate Gas Supply, Inc.

By: _____
Doug Austin, Executive Vice President

Aggregator: Village of Minerva

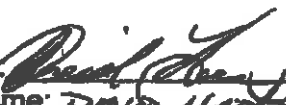
By: 
Name: David Harp
Title: Village Administrator

EXHIBIT A

Price:

The per-kWh charge for electricity for the Initial Term of the Agreement is as follows:

For residential customers, the monthly price shall be 5.49 cents per kWh through the December 2017 billing cycle with no fee to cancel; and

For non-mercantile commercial customers, the monthly price shall be 5.49 cents per kWh through the December 2017 billing cycle with no fee to cancel.

The per-kwh charge for the January 2018 through the December 2018 billing cycles will be mutually agreed upon by both parties at a date to be determined.

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

4/14/2017 4:10:33 PM

in

Case No(s). 17-0705-EL-AGG

Summary: Correspondence Correspondence to include additional documents supporting Trebel, LLC's Motion to Intervene, Motion to Deny Amended Application, and Motion for Expedited Treatment electronically filed by Ms. Cheryl A Smith on behalf of Trebel, LLC