



# Public Utilities Commission

Original GAG Case Number	Version
14-079 -EL-GAG	August 2004

## RENEWAL APPLICATION FOR ELECTRIC GOVERNMENTAL AGGREGATORS

Please print or type all required information. Identify all attachments with an exhibit label and title (Example: Exhibit A-4 Opt-Out Form). 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. RENEWAL INFORMATION

#### A-1 Applicant's legal name, address, telephone number, PUCO certificate number, and web site address

Legal Name Seneca County  
 Address 111 Madison Street, Tiffin, OH 44883-2824  
 PUCO Certificate # and Date Certified 14-779; February 13, 2018  
 Telephone # (419) 447-4550 Web site address (if any) www.senecacountyohio.gov

#### 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 current 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

PUCO

2019 DEC 13 PM 1:53

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.  
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A-4 **Exhibit A-4 Automatic Aggregation Disclosure-"Opt-out Form"** provide a copy of the disclosures/"opt-out" 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. If the opt-out is in draft form, docket the final opt-out (including beginning and ending dates of the 21-day -out period and the selected CRES supplier) with the Commission within 10 days prior to providing or offering service. See #12 in the attached Affidavit .

A-5 **Contact person for regulatory or emergency matters**

Name Stacy Wilson  
Title Administrator  
Business address 111 Madison Street, Tiffin, OH 44883  
Telephone # (419) 447-4550 Fax # (419) 447-0556  
E-mail address swilson@senecacountyohio.gov

A-6 **Contact person for Commission Staff use in investigating customer complaints**

Name Stacy Wilson  
Title Administrator  
Business address 111 Madison Street, Tiffin, OH 44883  
Telephone # (419) 447-4550 Fax # (419) 447-0556  
E-mail address swilson@senecacountyohio.gov

A-7 **Applicant's address and toll-free number for customer service and complaints**

Customer Service address 111 Madison Street, Tiffin, OH 44883  
Toll-free Telephone # (419) 447-4550 Fax # (419) 447-0556  
E-mail address swilson@senecacountyohio.gov

S. E. Wilson  
Signature of Applicant & Title

Sworn and subscribed before me this 14 day of Nov, 2019  
Month Year

Stacy Wilson  
Signature of official administering oath

Stacy Wilson Administrator  
Print Name and Title

My commission expires on May 28, 2023



# **AFFIDAVIT**

State of Ohio :

County of Seneca :

\_\_\_\_ ss.  
(Town)

Shayne Thomas

Affiant, being duly sworn/affirmed according to law, deposes and says that:  
He/She is the President (Office of Affiant) of Seneca County Commissioners (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 renewal 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 renewal 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 if the opt-out is in draft form, the Applicant will docket the final opt-out (including beginning and ending dates of the 21-day -out period and the selected CRES supplier) with the Commission within 10 days prior to providing or offering service.

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.

Blye Russ  
Signature of Affiant & Title

Sworn and subscribed before me this 14 day of Nov, 2019  
Month Year

Stacy Wilson  
Signature of official administering oath

Stacy Wilson Administrator  
Print Name and Title

My commission expires on May 28, 2023



**Exhibit A-2**

**Authorizing Ordinance**

**Seneca County**

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COMMISSIONERS OFFICE

December 26, 2013

**IN THE MATTER OF: RESOLUTION - AUTHORIZING STACY WILSON AS  
COUNTY ADMINISTRATOR TO SIGN THE APPLICATION FOR AGGREGATOR  
FOR THE PUCO RETROACTIVE TO DECEMBER 12, 2013**

Mrs. Stacy offered the following resolution and moved the adoption of the same, which was duly seconded by Mr. Zoeller

WHEREAS, The Seneca County Commissioners, Jeffrey D. Wagner, Holly M. Stacy and Fred Zoeller met in open and regular session on this 26<sup>th</sup> day of December, 2013, and

WHEREAS, This Board of Commissioners is authorizing Stacy Wilson as County Administrator to sign the application for aggregator for the PUCO retroactive to December 12, 2013, and

RESOLVED That this Board of County Commissioners, Seneca County, Ohio, be and it does hereby authorize Stacy Wilson as County Administrator to sign the application for aggregator for the PUCO retroactive to December 12, 2013 and be it further,

RESOLVED, That the Clerk to the Board be and she is hereby authorized and instructed a certified copy of this resolution with the Seneca County Auditor, Prosecutor, in line with this action, and be it further

RESOLVED, that it is found and determined that all formal actions of this Board concerning and related to the adoption of this resolution were so adopted in an open meeting of this Board and that all deliberations of this Board and of any of its communities that resulted in such formal actions, were in meeting open to the public and in compliance with all legal requirements.

Mr. Zoeller - Xus      Mrs. Stacy - Yes      Mr. Wagner - Yes

Holly M. Stacy  
J/W  
F Zoeller

Attest: Nicole Smith  
Clerk to the Board

I, the undersigned, Clerk to the Board of County Commissioners, Seneca County, Ohio, do hereby certify that the foregoing is a true and correct copy from the official record of said Board of County Commissioners as recorded in Journal 89, Page 117.

Nicole Smith  
Clerk to the Board

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COMMISSIONERS OFFICE

December 26, 2013

**IN THE MATTER OF: RESOLUTION -ACCEPTING THE GOVERNANCE PLAN OF  
OPERATION FOR ELECTRICAL POWER AGGREGATION**

Mrs. Stacy offered the following resolution and moved the adoption of the same, which was duly seconded by Mr. Zoeller

WHEREAS, The Seneca County Commissioners, Jeffrey D. Wagner, Holly M. Stacy and Fred Zoeller met in open and regular session on this 26<sup>th</sup> day of December, 2013, and

WHEREAS, This Board of Commissioners is accepting the Governance Plan of Operation for Electrical Power Aggregation, and

RESOLVED That this Board of County Commissioners, Seneca County, Ohio, be and it does hereby authorize Governance Plan of Operation for Electrical Power Aggregation and be it further,

RESOLVED, That the Clerk to the Board be and she is hereby authorized and instructed a certified copy of this resolution with the Seneca County Auditor, Prosecutor, in line with this action, and be it further

RESOLVED, that it is found and determined that all formal actions of this Board concerning and related to the adoption of this resolution were so adopted in an open meeting of this Board and that all deliberations of this Board and of any of its communities that resulted in such formal actions, were in meeting open to the public and in compliance with all legal requirements.

Mr. Zoeller- [Signature]

Mrs. Stacy- [Signature]

Mr. Wagner- [Signature]

[Signature]  
[Signature]  
[Signature]

Attest: [Signature]  
Clerk to the Board

I, the undersigned, Clerk to the Board of County Commissioners, Seneca County, Ohio, do hereby certify that the foregoing is a true and correct copy from the official record of said Board of County Commissioners as recorded in Journal 89, Page 118

[Signature]  
Clerk to the Board

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COMMISSIONERS OFFICE

December 26, 2013

**IN THE MATTER OF: RESOLUTION - ENTERING INTO A MEMORANDUM OF  
UNDERSTANDING FOR ELECTRIC BETWEEN SENECA COUNTY AND CCAO  
SERVICE CORPORATION**

Mrs. Stacy offered the following resolution and moved the adoption of the same, which was duly seconded by Mr. Zoeller

WHEREAS, The Seneca County Commissioners, Jeffrey D. Wagner, Holly M. Stacy and Fred Zoeller met in open and regular session on this 26<sup>th</sup> day of December, 2013, and

WHEREAS, This Board of Commissioners is entering into a Memorandum of Understanding for Electric between Seneca County and CCAO Service Corporation, and

RESOLVED That this Board of County Commissioners, Seneca County, Ohio, be and it does hereby authorize entering into a Memorandum of Understanding for Electric between Seneca County and CCAO Service Corporation and be it further,

RESOLVED, That the Clerk to the Board be and she is hereby authorized and instructed a certified copy of this resolution with the Seneca County Auditor, Prosecutor, in line with this action, and be it further

RESOLVED, that it is found and determined that all formal actions of this Board concerning and related to the adoption of this resolution were so adopted in an open meeting of this Board and that all deliberations of this Board and of any of its communities that resulted in such formal actions, were in meeting open to the public and in compliance with all legal requirements.

Mr. Zoeller- Yes

Mrs. Stacy- Yes

Mr. Wagner- Yes

Holly M. Stacy  
Jeff D. Wagner  
Fred Zoeller

Attest: Nicole Smith  
Clerk to the Board

I, the undersigned, Clerk to the Board of County Commissioners, Seneca County, Ohio, do hereby certify that the foregoing is a true and correct copy from the official record of said Board of County Commissioners as recorded in Journal #9, Page 11.

Nicole Smith  
Clerk to the Board



**Exhibit A-3**

**Operation and Governance  
Plan**

**Seneca County**

# **Seneca County**

## **Electric Power Aggregation Plan of Operation and Governance**

**December \_\_\_\_, 2013**

**Seneca County**  
**Electric Governmental Aggregation**  
**Plan of Operation and Governance**

- I. **INTRODUCTION.** On November 5, 2013 a majority of voters in the in Seneca County Ohio approved a referendum that authorized the formation of an "opt-out" governmental aggregation in compliance with Section 4928.20 of the Ohio Revised Code regarding the governmental aggregation of electric service consumers.

These communities decided to utilize their aggregation authority jointly through Seneca County Ohio as permitted under Section 4928.20 (A) of the Ohio Revised Code.

Seneca County ("County" or "Seneca County") anticipates that utilizing its aggregation authority will provide individual residential and small commercial consumers benefits such as price reductions that these consumers are typically unable to obtain since they lack the bargaining power, expertise and the economies of scale enjoyed by larger consumers.

- II. **PROCESS.** Under an opt-out aggregation program, all residential and small business customers in the authorized areas of Seneca County are automatically included as participants in the Aggregation Program unless they opt-out of the program by providing written notice of their intention not to participate. As required by Ohio Law, the various communities jointly participating in the Seneca County governmental aggregation passed a Resolution or Ordinance, which authorized submitting the selection of opt-out aggregation to the community's voters.

In addition to obtaining necessary voter approvals, Seneca County is also required to comply with various PUCO regulations. As required by PUCO regulations the County will file an application with the PUCO for certification as a Government Aggregator after the County Approves this Aggregation Plan of Operations and Governance ("Plan" or "Aggregation Plan"). As required by regulations, the County advertised public hearing dates to discuss the Plan and held two hearings on the Plan.

The County anticipates selection of a Provider prior to or shortly after receiving approval from the PUCO as a governmental aggregator. Upon Provider selection an Opt-out notice for the County's Program will be sent to all eligible electric customers setting forth the rates, terms and conditions of the program. This notice will provide potential Aggregation participants at least 21 days to return an opt-out card or other similar notice.

- III. **CONTRACT.** The supply contract ("Contract") negotiated between the Governmental Aggregator and the selected Provider shall be for firm, full requirements power supply. Each Aggregation participant shall be individually bound by the terms and conditions found in the opt-out notice and the Contract and shall be solely responsible for payment and performance. The power supply charges for Aggregation participants shall be negotiated and included in the Contract. These charges shall take the form of either a fixed price or a price representing a percentage below the electric distribution utility's ("EDU") avoidable costs ("Avoidable") or

Price to compare ("PTC"). These charges will be fully and prominently disclosed in the consumer opt-out materials provided to potential Aggregation participants and available by calling the Provider's toll free customer service telephone number.

The County's Retail Electric Generation Provider shall meet each of the following requirements:

- Has sufficient power supplies arranged and structure in place to provide retail firm power to the Members.
- Has a Federal Power Marketer license with the Federal Energy Regulatory Commission.
- Is certified as a CRES by the PUCO.
- Registered as a generation supplier with the EDU prior to flowing power to Members.
- Has appropriate Transmission Service agreement(s) in place to serve the Members.
- Has or has arranged for an Electronic Data Interchange computer network that is capable of handling the County's Members requirements with the EDU.
- Has the ability to educate Members on the County's Aggregation Program.
- Has or has arranged for a call center capable of handling the County's Aggregation Group customer calls.
- Has a toll-free number as required by the PUCO for customer service inquiries and potential complaints related to the County Program.
- Will hold the County financially harmless from any financial obligations arising from supplying power to the Members.
- Satisfies the EDU's and County's credit requirements.
- Will assist the County and its consultant in filing reports required by the PUCO and Sections 4805.10(A), 4911.18(A) and 4928.06(F) of the Ohio Revised Code.

IV. **DEFINITIONS.** In order to clarify certain terminology, the following terms shall have the meanings set forth below:

"Aggregation Program" or "Program" means the program developed by the County, as a Government Aggregator under Section 4928.20 Ohio Revised Code, to provide eligible residential and small business consumers with retail electric generation services.

"Government Aggregator" means Seneca County using its legislative authority to act as an aggregator for the provision of a competitive retail electric service under the authority conferred under Section 4928.20 of the Ohio Revised Code.

"Member" or "Aggregation Participant" means a person or consumer enrolled in the Seneca County Program for competitive retail electric services.

"Retail Electric Generation Provider" ("Provider") means an entity certified by the Public Utilities Commission of Ohio ("PUCO") to provide competitive retail electric service(s), and which is chosen by the County to be the entity responsible to provide the required service related to Government Aggregation as defined in Section 4928.20 of the Ohio Revised Code and applicable provisions of the rules of the PUCO.

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

- V. **GOVERNMENTAL AGGREGATION SERVICES.** Government aggregation, the combining of multiple electric loads by a governmental entity, provides a means for residential consumers and small commercial consumers in the County to obtain economic benefits from Ohio's competitive retail electric market. The County Aggregation Program combines the electric loads of residential customers and small commercial consumers into a buying group ("Aggregation Group"). The County will act as Purchasing Agent for the Aggregation Group. This means that the County will be a Governmental Aggregator, as defined by Ohio law and the rules established by the PUCO, and shall act on behalf of eligible residential and small commercial consumers in the County to: 1) select a Retail Electric Generation Provider ("Provider") to supply the Aggregation Group; 2) negotiate the terms of supply between the Provider and each Aggregation participant; and 3) oversee the enrollment procedures administered by the Provider.
- A. **Provider:** The County will use its Provider to perform and manage aggregation services for its Members. The Provider shall provide adequate, accurate, and understandable pricing terms and conditions of service, including any switching fees and the conditions under which a Member may rescind a contract without penalty. The Provider must provide the County or its authorized consultant, if requested, an electronic file containing the Members usage, and charges. Upon request this information shall be sent to the County or its authorized consultant within 30 days. The Provider must have local and/or a toll free number for Members to call.
- B. **Database:** The Retail Electric Generation Provider will build and maintain a database of all Members. The database will include all necessary information for the provider and the County to serve the Aggregation. This information includes but is not limited to the name, address, account number or other EDU identifying number(s), and Retail Electric Generation Provider's account number of the Member, and other pertinent information such as rate code, rider code (if applicable), most recent 12 months of usage and demand, and meter read cycle. This database will be updated and provided to the County and/or its consultant at least quarterly. Accordingly, the Provider will implement a process to accommodate at Members that: 1) leave the program due to relocation, opting out, etc.; 2) decide to enter or opt-into the Program; 3) relocate within eligible areas within the County; and 4) move into the County and desire to enter or opt-in to the Program. This database shall also be capable of removing PIPP customers from the Program, should that be necessary, and those who have opted out. The Retail Electric Generation Provider will use this database to perform bill audits for clerical and mathematical accuracy of Member bills.
- C. **Member Education:** The Provider will develop, with the assistance of the County and its authorized consultant, an educational program that generally explains the Aggregation Program to Members, provides updates and disclosures mandated by Ohio law and PUCO rules, and implements a process to deal with allowing any person enrolled in the Aggregation Program the opportunity to opt out of the program at least every three years, without paying a switching fee to the County or the Provider.

- D. Customer Service: The will administer a customer service process that, at a minimum, will accommodate: 1) Member inquiries and complaints about billing; and 2) answer questions regarding the Program in general. This process will, at a minimum, include a description of how telephone inquiries will be handled (either internally or externally), how invoices will be prepared, how remittance of payment will be dealt with, and how collections for delinquent accounts will be addressed. See Appendix B for a detailed description of the Customer Service Plan.
- E. Billing: The County will use the Provider, or its designated agent, to provide billing services to each Member for the Competitive Retail Electric Services, with no additional administrative fee. At this time, the EDU will render the billing statement, which should be consistent with all applicable guidelines issued by the PUCO. As this market develops, the County may, at its option and in consultation with the Provider, change this function to the Retail Electric Generation Provider or a billing agency.
- F. Compliance Process: The Provider will have internal controls and processes that ensure the County remains in good standing as a Government Aggregator and that it complies with all laws, rules and regulations surrounding the same, as they may be amended from time to time. The Provider will deliver periodic reports to the County and its consultant that will include at a minimum (i) the number of Members participating in the Program; and (ii) a savings estimate or increase from the previous year's baseline. The Provider will also develop a process to monitor and provide notification to the County of any changes in laws, rules or regulations.
- G. Notification to EDU: The County's potential Aggregation participants that do not opt-out of the Aggregation Group will be enrolled automatically in the Aggregation Program. Members in the Aggregation Group will not be asked to take other affirmative steps in order to be included in the Group. To the extent that the EDU requires notification of participation, the County will coordinate with its Provider to provide such notice to the EDU. The Provider will inform the EDU of any individuals who may have been permitted to join the Aggregation Group after the expiration of the enrollment period.
- H. Activation of Service. After a notice is sent out to all electric customers in the County providing 21 days to opt out of the Program, all customers who do not opt out will be automatically enrolled in the Program. During this opt-out period eligible consumers may opt-out of the County's Aggregation Group without fees charged by the Provider or the County. Generation service activation will occur thereafter without consumer action beginning on the customer's normal meter read date within the month when power deliveries begin under the Aggregation Program.
- I. Changes, Extension or Renewal of Service. At least every three years all consumers eligible to participate in the County's Program will be given an opportunity to opt into or out of the Program, and reasonable notice will be provided as required by law and PUCO rules. Participants will also be notified of their right to select an alternate generation supplier and of their ability to return to EDU's Standard Service Offer.
- J. Termination of Service. In the event that the Contract is terminated prior to the end of the term, each individual Member of the Aggregation Group will receive written notification of the

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termination of the Program at least sixty (60) days prior to termination of service. If the Contract is not extended or renewed, Members will be notified as required by law and the CRES rules of the PUCO in advance of the end of service. Members will also be notified of their right to select an alternate generation supplier and of their ability to return to the EDU's Standard Service Offer upon termination.

- K. Opt-In Procedures. Eligible consumers may request to join the Aggregation Group after the expiration of any enrollment period by contacting the Provider. The Contract shall determine whether the Provider accepts them into the Program, and, if so, at what rate. The agreed upon policy in the Contract shall be consistent with the EDU's service activation requirements. Aggregation Group participants who move from one location to another within eligible areas of the County shall retain their participant status.
- L. Opt-out Outside Enrollment Period. Members who switch to a different generation supplier after the expiration of the Opt-out period will be allowed to do so in correlation with the consumer's next scheduled meter read date but may be charged a switching fee in an amount and method determined by the Contract. Switching to a different generation supplier on the next meter read date, however, will occur when the next meter read date is twelve (12) business days or more from the date of the consumer's notice of intent to opt-out of the Aggregation Group. Notification of intent to opt-out of the Aggregation Group may be made by contacting the Provider by telephone or in writing. Members who opt-out of the Aggregation Group will default to the EDU's Standard Service Offer, until the consumer selects an alternate generation supplier.
- M. Eligibility. Only non-mercantile consumers shall be eligible for the Program through the opt-out process. Other eligibility restrictions such as peak demand or use may be negotiated within the Contract.

## VI. MISCELLANEOUS GOVERNANCE GUIDELINES

- A. The Board of County Commissions of Seneca County shall approve through Resolution or Ordinance the Plan of Operation and Governance for the Aggregation program and any Amendments thereto.
- B. The County will require any Provider to disclose any subcontractors that it uses in fulfillment of the services described above.
- C. The County will require the Provider to maintain either a toll free telephone number, or a telephone number that is local to County Program Members.

## VII. LIABILITY. THE COUNTY SHALL NOT BE LIABLE TO MEMBERS IN THE AGGREGATION GROUP FOR ANY CLAIMS WHATSOEVER ARISING OUT OF THE AGGREGATION PROGRAM OR THE PROVISION OF AGGREGATION SERVICES BY THE COUNTY OR THE PROVIDER.

## **Appendix A -- Education Process**

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

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



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

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

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

**\_\_\_\_\_ Corporation**  
**Address:** \_\_\_\_\_  
**City:** \_\_\_\_\_,  
**Toll-free telephone number:** 1-\_\_\_\_\_  
**Hours:** \_\_\_\_\_

3. Provider shall provide a 24-hour automated telephone message instructing callers to report any service interruptions or electrical emergencies to the EDU with appropriate phone numbers.

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

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

5. Provider shall retain records of Member complaints, investigations, and complaint resolutions for one year after the occurrence of such complaints, and shall provide such records to the Commission Staff within five calendar days of request.
6. Provider shall make good faith efforts to resolve disputes.

C. Member Billing and Payments

1. Provider shall arrange for Ohio Power or its agent to bill Members for such services according to a tariff approved by the commission. Residential Member bills issued by or for the Provider shall be accurate and understandable, be rendered at intervals consistent with those of Ohio Power, and contain sufficient information for Members to compute and compare the total cost of competitive retail electric service (s). Such bills shall also include:
  - a. The Member's name, billing address, service address, the Member's EDU account number, and if applicable, Provider account number;
  - b. The dates of service covered by the bill, an itemization of each type of competitive service covered by the bill, any related billing components, the charge for each type of service, and any other information the Member would need to recalculate the bill for accuracy;
  - c. The applicable billing determinants, including beginning meter reading, ending meter reading(s), demand meter reading(s), multipliers, consumption(s), and demands;
  - d. For Member-generators with net metering contracts, a statement of the net metered generation;
  - e. The unit price per kWh charged for competitive service, as calculated by dividing current-period competitive service charges by the current-period consumption;
  - f. An identification of the provider of each service appearing on the bill;
  - g. The amount billed for the current period, any unpaid amounts due from previous periods, any payments or credits applied to the Member's account during the current period, any late payment charges or gross and net charges, if applicable, and the total amount due and payable.
2. The due date for payment to keep the account current. Such due date shall be no less than:
  - a. Fourteen days after the postmark date on the bill for residential Member; and Twenty-one days after the postmark date on the bill for nonresidential Members;
  - b. Current balance of the account, if a residential Member is billed according to a budget plan;
  - c. Options and instructions on how Members may make their payments;
  - d. For each provider whose charges appear on the bill, a listing of the provider's toll-free telephone number and address for Member billing questions or complaints;
  - e. A listing of the toll-free consumer assistance telephone numbers and available hours for applicable state agencies, such as the commission, the Ohio Consumers' Counsel, and the Ohio Attorney General's office;

- f. The Ohio Power 24-hour local/toll-free telephone number for reporting service emergencies;
  - g. Identification of estimated bills or bills not based upon actual end-of-period meter readings for the period; and
  - h. An explanation of any codes and abbreviations used.
- 3. If applicable, Provider will, upon request, provide Members with the name and street address/location of the nearest payment center and/or authorized payment agent.
- 4. If applicable, when a Member pays the bill at a payment center or to an authorized payment agent, such payment shall be credited to the Member's account as of the day such payment center or agent receives it.
- 5. The County and Provider shall establish policies and procedures for handling billing disputes and requests for payment arrangements.

D. Collections for delinquent accounts:

The EDU's credit and collection policies will apply to Program Members and shall be administered by the EDU. Neither the Governmental Aggregator, nor Provider, will implement additional policies with respect to credit, deposits and collections. Failure to pay for Competitive Retail Electric Services may result in cancellation of the Member's contract with the Provider, and return the Member to the EDU's Standard Service Offer.

# **Exhibit A-4**

## **Automatic Aggregation Disclosure – Opt-out Form**

**Seneca County**

**Seneca County Electric Government Aggregation Program with IGS Energy**

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TEST CUSTOMER

6100 EMERALD PARKWAY

DUBLIN OH 43016



March 27, 2017

Dear Seneca County Resident or Small Business Owner,

Thank you for your participation in the Seneca County Electric Aggregation Program. Seneca County has selected IGS Energy of Dublin, Ohio to continue as the supplier of electricity to participants in its Electric Aggregation Program for Big Spring and Clinton Townships. You will continue to participate in the Seneca County Aggregation Program with IGS Energy as your supplier, unless you notify IGS Energy that you no longer wish to participate.

Under governmental aggregation, the Seneca County Commissioners act on behalf of electric consumers in the community to negotiate an electric supply contract with an eligible provider. Both the County and IGS Energy have to be certified by the Public Utilities Commission of Ohio. The County Commissioners passed an ordinance to adopt the program after the County voters approved its implementation on November 5, 2013. The next term of the aggregation program for Seneca County will begin with your June 2017 billing cycle and will continue through your May 2020 billing cycle.

Under this aggregation program, eligible residents and businesses in the County will pay a price of 5.45 cents per kWh through the May 2020 billing cycle. There is no cost to enroll and you will not be charged a switching fee. IGS Energy's price applies to the generation portion of your bill. If you are ever unhappy with your service or rate from IGS Energy, you may cancel free of charge at any time and return to AEP at a rate and terms that may or may not be the same as what other AEP customers pay.

You will be automatically enrolled in the Seneca County Electric Aggregation Program unless you choose to "opt out" – that is, affirmatively choose to not participate. If you want to be excluded from the Seneca County Electric Aggregation Program, you must return the enclosed "Opt-Out" Form or contact IGS Energy at 1-877-353-0162 by April 17, 2017. If you do not cancel or opt-out at this time, you will be enrolled in the program until it expires. If you do opt-out, you will continue to receive AEP's standard service offer rate.

If you choose to participate, you will soon receive a letter from AEP notifying you of your transfer to your community's program with IGS Energy as your supplier. As required by law, this letter will inform you of your option to cancel your enrollment with IGS Energy within seven business days of its postmark date. **Simply ignore that letter** to ensure your participation in the program.

Under this aggregation, AEP will continue to maintain the wires system that delivers power to your home or business. You will still contact AEP regarding loss of power service or for any other concerns or issues having to do with your electric service. You will continue to receive a single bill from AEP for your electric service with your IGS Energy rate included.

For general information on deregulation in Ohio, you can also visit the Web Site of the Public Utilities Commission of Ohio ([www.PUCO.ohio.gov](http://www.PUCO.ohio.gov)). If you have any questions please call IGS Energy at 1-877-353-0162, weekdays, from 8:00 a.m. to 8:00 p.m. EST.

Sincerely,  
IGS Energy and Seneca County Commissioners

P.S. Remember to return the "Opt-Out" form only if you do not want to participate in the Seneca County Electric Aggregation Program.

If the home for which you have received this letter is not located within Seneca County, you have received this letter in error. Please contact IGS Energy at 1-877-353-0162 to be removed from the aggregation list.

You are not eligible to participate in this program if you are currently enrolled in the Percentage of Income Payment Plan (PIPP) program.

17 digit Service Delivery Identifier Number as it appears on your AEP Electric bill.

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I wish to opt out of the Seneca County Electric Aggregation Program.

(Check box to opt out.)

☐

Name (Please Print) \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone Number \_\_\_\_\_

Email Address \_\_\_\_\_

Signature (REQUIRED) \_\_\_\_\_



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Term Box	
Utility:	American Electric Power ("AEP")
Program Price	Subject to the terms and conditions detailed below in the body of the Agreement: For residential customers the applicable price per KWH shall be 5.45 cents per KWH of electricity consumed. For non-mercantile commercial customers the applicable price per KWH shall be 5.45 cents per KWH of electricity consumed.
Term	Services to be rendered pursuant to this Agreement will commence upon the implementation of Seneca County's community opt-out government aggregation program ("Program") and will continue through the May 2020 billing Cycle.
Cancellation Fee	None

The services provided to me by Interstate Gas Supply, Inc. ("IGS Energy") are governed by the terms and conditions stated in this document and the opt-out notification accompanying this document ("Agreement") and will serve as the terms of service for the Seneca County opt-out government aggregation program ("Program") which I agree to enroll in by not "opting-out" of the Program, as described in the accompanying opt-out notification letter, or exercising my right to rescission under this Agreement.

**Term:** The Term of the Program will be as stated in the term box located at the top of this Agreement ("Term Box"). IGS Energy will supply the commodity portion of my electricity and AEP will continue to be my Electric Delivery Company ("EDC"). Upon expiration of the opt-out period, if I do not elect to opt-out of the Program, IGS Energy will notify the EDC to transfer electric commodity services to IGS Energy. If I am currently an IGS Energy electric customer, IGS Energy reserves the right to reject or rescind my enrollment in the Program or to require me to pay the applicable cancellation fee, if any, for my existing electric service agreement to be eligible for this Agreement.

**Regulatory:** Competitive electric retail services ("CRES Program") are subject to ongoing Public Utilities Commission of Ohio ("PUCO") and EDC jurisdiction. I understand that if the CRES Program is terminated or materially altered, this Program may be terminated by me or IGS Energy without penalty. I understand that IGS Energy may terminate or modify this Program due to unforeseen regulatory action that will materially affect the costs of providing electric service to the Program.

**Price:** The price I will pay for my electric supply charges (which applies to the generation and transmission portion) under the Program is as described in the Term Box ("Program Price"). I am responsible for, and my Program Price does not include, applicable taxes and/or EDC charges, including service and delivery charges, which will be billed by the EDC.

**Renewal:** If my community's governmental aggregation continues, at least every three years from the establishment of this Program the government aggregator or its supplier shall provide me notice of my right to opt out of the aggregation without penalty. The process for providing me with notice of my right to opt-out shall include a provision for me to return a post card or similar notice to the governmental aggregator or the supplier. For renewals, I will have at least twenty-one days from the post mark date on the written notice to choose to opt out of the Program, and my return post card or notice that is post marked before the opt out deadline has elapsed shall count as timely sent. The notice will follow the procedures established for the initial opt-out notice set forth in this rule and shall prominently disclose to me all changes to the terms and conditions associated with the aggregation. I am entitled to opt-out of the government aggregation program at least every three years from the commencement date of the Program, without a penalty. If I am in the Program when the Program is renewed and I do not exercise my right to opt-out, I will be continued in the Program. Nothing in this Agreement guarantees that I am entitled to pricing provided by IGS Energy after the Term of this Agreement expires.

**Customer Rescission Period:** If I am a new customer to IGS Energy this Agreement may be rescinded by me with no cancellation fee by contacting the EDC in writing or by telephone at the number provided on the confirmation notice within 7 business days from the post-mark date of the confirmation notice sent by the EDC ("Rescission Period"). If I am an existing IGS Energy electric customer I will not receive a confirmation notice from the EDC but, in the event I decide to cancel this Agreement, I will be returned to my previous Agreement with IGS Energy without penalty under this Agreement.

**Cancellation:** I can cancel this Agreement without cancellation fee by providing notice of not less than 30 days to IGS Energy. Cancellation notices provided after the Rescission Period may result in an additional month(s) of service with IGS Energy at the Program Price, which I agree to pay, as the effective date of all cancellations are subject to EDC guidelines. I understand that if I switch my service to another supplier or back to the EDC an EDC switching fee may apply under the EDC's tariff and if I return to the EDC sales service I may not be served under the same rates, terms, and conditions that apply to other customers served the EDC.

**Contact and Dispute Resolutions:** In the event of a billing dispute or issues regarding volume or metering, I should contact the EDC at the number listed on their bill. For other questions or concerns about pricing, I can contact the IGS Energy choice department by phone weekdays from 8:00 a.m. to 8:00 p.m. ET at 877-353-0162, by fax 1-800-584-4839, in writing at P.O. Box 9060, Dublin, OH 43017, or through their web site at [www.IGSEnergy.com](http://www.IGSEnergy.com). Also, I can contact IGS Energy through e-mail at [choice@IGSEnergy.com](mailto:choice@IGSEnergy.com). If my questions or concerns or complaint are not resolved after I have called IGS Energy or my EDC, or for general utility information, residential and business customers may contact the Public Utilities Commission of

Ohio for assistance at 1-800-686-7826 (toll free) or for TTY toll free at 1-800-686-1570 (toll free), from 8:00 a.m. to 5:00 p.m. weekdays, or at [www.puco.ohio.gov](http://www.puco.ohio.gov). The Ohio Consumer's Counsel ("OCC") represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from 8 a.m. to 5 p.m. weekdays, or at <http://www.pickocc.org>

**Assignment:** This Agreement is assignable by IGS Energy without my consent subject only to required regulatory approvals. IGS Energy will use its best efforts to give the EDC and me thirty (30) days written notice prior to any assignment.

**Billing:** For my convenience I will receive only one bill, which will be issued by the EDC each month and will contain IGS Energy's electric supply charge plus applicable taxes and all of the EDC's delivery and other applicable charges, including any late fees assessed by the EDC. I agree to continue to pay the EDC for the entire electric bill under the EDC's payment terms and conditions. If I fail to pay my bill within the EDC's payment terms, IGS Energy reserves the right to charge a monthly late fee of 1.5% of the amount past due, calculated from the EDC due date on my bill. I understand and agree that although I remit my payments to the EDC, ultimately if I fail to make my payment to the EDC for the electricity commodity component of my bill supplied by IGS Energy, I will owe the unpaid amount to IGS Energy in which case IGS Energy may bill me directly for unpaid balances and seek collection if necessary. Additionally, if I fail to timely pay my IGS Energy charges billed by either the EDC or IGS Energy, IGS Energy may in its sole discretion terminate this Agreement with fourteen (14) days written notice or require a security deposit in order to continue service under this Agreement.

I may request twice within a 12 month period, at no charge, up to 24 months of my payment history for services rendered by IGS Energy. Other than for operation, maintenance, assignment and transfer of my account or, where IGS Energy is performing billing services, or for collections, IGS Energy will not disclose my account number to any other third party without my affirmative written consent or electronic authorization or pursuant to a court or PUCO order and that, other than for credit checking and credit reporting, IGS Energy will not disclose my social security number without my affirmative written consent or pursuant to court order. I authorize IGS Energy to obtain my billing payment and usage history from the EDC.

**Moving/Termination:** I understand that this contract will automatically terminate, without penalty, if I relocate outside the EDC service territory or if I relocate within the current EDC service territory and the EDC assigns a new account number or Service Delivery Identifier ("SDI").

**Environmental Disclosure:** For electric customers, the approximate generation resource mix and environmental characteristics of the power supply that will be secured to provide services under this Agreement can be viewed at the IGS website – [igsenergy.com](http://igsenergy.com). I agree that IGS will make the required quarterly updates to the disclosure statement electronically on the IGS website. IGS will also provide the environmental disclosure statement upon my request.

**Eligibility / Limitation of Liability / Jurisdiction:** This Agreement is for only residential and non-mercantile commercial customers (see Ohio Revised Code 4928(A)(19)) in the AEP service territory. By entering into this Agreement, I represent and agree that the account(s) served by IGS Energy under this Agreement is (are) Residential or Non-Mercantile Commercial account(s) and that I am not an existing IGS Energy customer. IGS Energy reserves the exclusive right, at any time, to not enroll, or if I have been enrolled, to terminate my service locations that do not meet the preceding criteria and return me to the EDC (or previous IGS Energy product, whichever is applicable) with no penalty to IGS Energy. **Also, I represent that I am current on my EDC bill at the time of enrollment with IGS Energy. If IGS Energy determines through the enrollment process with the EDC that I am not current on my EDC bill, IGS Energy can in its sole discretion, 1) void my enrollment without notice and without penalty to IGS Energy or 2) require a security deposit to be paid as a condition of enrollment.** Furthermore, participation in the program is subject to the rules of the EDC and customers are sometimes terminated from the residential program either in error or for being in arrears. In such instances, I can contact the EDC to correct the problem and be reinstated in the residential program. Regardless of the reason for termination, in no case will the original term be extended for months that I was unable to participate nor will IGS Energy have any liability for any early termination or for any months that I was unable to participate in the program. IGS Energy assumes no liability or responsibility for losses or consequential damages arising from items associated with the EDC including, but not limited to: operations and maintenance of their system; any interruption of service; termination of service; or deterioration of service, nor does IGS Energy assume responsibility or liability for damages arising from any in-home or building damages and in addition shall not be responsible for any indirect, consequential, special or punitive damages whether arising under contract, tort (including negligence or strict liability) or any other legal theory. The parties agree that if issues relating to this Agreement cannot be resolved through the PUCO as detailed under "Contract and Dispute Resolution" above or if suit is filed, any legal action involving this Agreement shall be brought only in a court of the State of Ohio sitting in Franklin County, Ohio or the United States District Court sitting in Franklin County, Ohio. I submit to the personal jurisdiction in such courts and irrevocably waive any objections that I have or might have in the future to such courts as the proper forum for any and all actions arising under this Agreement. The parties agree that this Agreement shall be interpreted under the laws of the State of Ohio, regardless of Ohio's choice of law provisions.