

March 20, 2023

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

RE: Electric Governmental Aggregator Renewal Application — Bethesda Village, Belmont County, OH.

CASE # 14-1752-EL-GAG

Bethesda Village is pleased to submit its application for electric governmental aggregator. The original application has been notarized and signed by an authorized official.

Material provided for review:

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

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

Sincerely,

Scott R. Belcastro
Principal
614.425.4885
scott@electricsuppliers.org



| Original GAG Case Number | Version |
|-----------------------------|-------------|
| 14-1752-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 Bethesda Village- Belmont County

Address 108 North Main Street, Bethesda, Ohio 43719

PUCO Certificate # and Date Certified 14-888E (2), December 8, 2016

Telephone # (740) 484-1520 Web site address (if any)

- A-2 <u>Exhibit A-2 "Authorizing Ordinance"</u> 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

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.

| | Name Scott Belcastro | | | |
|---------|---|--|-----------------------|---|
| | Title Principal | | | |
| | Business address 1216 Lexington Ave., Suite 301, Mar | nsfield, OH 44907 | | |
| | Telephone # 614.425.4885 Fax | # 614.417.0410 | | |
| | E-mail address scott@electricsuppliers.org | | | |
| A-6 | Contact person for Commission Staff use in | investigating o | eustomer compla | ints |
| | Name Scott Raffeld | | | |
| | Title Energy Management Specialist | | | |
| | Business address 1216 Lexington Ave., Suite 301, Mar | nstield, OH 44907 | | |
| | Telephone // | <u>4 614.417.0410</u> | | |
| | E-mail address <u>sraffeld@electricsuppliers.c</u> | org | | |
| A-7 | E-mail address trebelinfo@trebellc.com | e 301, Mansfield, OF x #_614.417.0410 | | SCOTT RAFFELD Notary Public State of Ohio |
| Signati | re of Applicant & Title | | 19 10 8 | My Comm. Expire October 26, 2027 |
| Month | and subscribed before me this 30 day of Mr | | Year Pklol -nwinny | - |
| Signati | ure of official administering oath My commission expires on <u><i>octo</i></u> | Bed 24, 7027 | <u> </u> | |

AFFIDAVIT

| State of OH10 | _: SS. |
|----------------------------|---|
| County of Richland | (Town) |
| South Belongwo | Affiant, being duly sworn/affirmed according to law, deposes and says that: |
| He/She is the <u>agent</u> | 11 1111 0011 1- 01 11 1 |

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 optout (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.

Topoto Bothande Viffing.

SCOTT RAFFELD **Notary Public** State of Ohio My Comm. Expires October 26, 2027

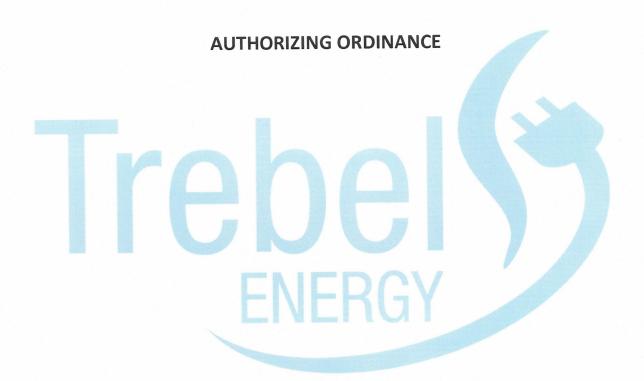
Sworn and subscribed before me this ______ day of _MARCA Month

Year

Signature of official administering oath

My commission expires on OCTOBER 24, ZOZ7

EXHIBIT A-2





ORDINANCE NO. 1322

AN ORDINANCE TO APPROVE THE PLAN OF OPERATION AND GOVERNANCE FOR THE VILLAGE OF BETHESDA ELECTRIC AGGREGATION PROGRAM.

WHEREAS, pursuant to Chapter 4928 of the Ohio Revised Code, to facilitate competitive retail electric service to promote electric savings, lower cost of electric supplies, and other benefits, certain governmental entities may aggregate certain electric consumers within the jurisdiction: and

WHEREAS, on November 5 2013, the electors of the Village of Bethesda approved of the Village's plan to create an aggregation program for customers located within the boundaries of the Village: and

WHEREAS, Revised Code 4928.20(C) requires a governmental entity interested in the automatic registration of customers under governmental aggregation, subject to customer rights to "opt-out" of such an aggregation, to adopt a plan of operation and governance for its aggregation program: and

NOW THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF BETHESDA, STATE OF OHIO:

SECTION 1. That this Commission hereby adopts the Village of Bethesda's Plan of Operation and Governance, attached hereto and incorporated herein by reference as Exhibit "A" for the implementation and administration of the Village's municipal electric aggregation program in accordance with Revised Code 4928.20(C).

Mayor Martin Lucas

Orly W. Buhlad Ja.

Fiscal Officer Rick Burkhead

EXHIBIT A-3

OPERATION AND GOVERNANCE PLAN



VILLAGE OF BETHESDA ELECTRIC AGGREGATION PROGRAM

OPERATION AND GOVERNANCE PLAN

Prepared by:



Adopted on February 8, 2023

I. Overview

In November 2013, a majority of voters authorized the Village of Bethesda ("Village") to create a form of government electric aggregation known as "opt-out" aggregation and to create an opt-out electric aggregation program ("the Aggregation Program") as provided under Section 4928.20 of the Ohio Revised Code. Under the opt-out electric aggregation program, all eligible electric consumers within the Village's limits will be automatically included in the Aggregation Program initially. However, all consumers will also be given the opportunity to opt out of or decline participation in the Aggregation Program as detailed herein. Additionally, Participants who leave the Aggregation Program and wish to return, consumers who affirmatively choose to participate in the Aggregation Program, and consumers who move into the Village after the initial opt-out period may be afforded the opportunity to enroll in the Aggregation Program on an opt-in basis.

The purpose of the Aggregation Program is to represent local consumer interests in competitive electricity markets by combining multiple electric loads within the Village's limits and negotiating affordable, reliable electric supplies and other related services on behalf of the Village's residents and small commercial consumers. The Village may pursue this purpose individually or in cooperation with other legislative authorities.

Many small commercial and residential electric consumers lack the knowledge, expertise, and bargaining power to effectively negotiate power supply rates and services. A governmental aggregation program provides these consumers with an option for expert representation and the bargaining power of a larger, more diverse consumer group that may be more attractive to suppliers, allowing them to effectively participate in the competitive process and achieve the benefits of retail electric competition.

The Aggregation Program is designed to combine multiple electric loads in order to obtain the best electric generation rate available for those who participate in the Aggregation Program, and/or to gain other favorable economic and non-economic terms in supply agreements. The Village will not buy and resell power but will act as the agent for the Aggregation Program, representing the collective interests of the consumers in the Village to establish the terms and conditions for service. Through a negotiation process, the Village and its Consultant will develop a contract with a Competitive Retail Electric Services Provider (CRES Provider) or Providers for firm, all-requirements electric service. The contract will run for a fixed term (e.g., one to five years).

The Aggregation Program covers the power supply or generation portion of a Participant's electric bill. AEP will continue to deliver electricity to Aggregation Program Participants' homes and businesses through the electric transmission and distribution system as an electric distribution utility function regulated by the Public Utilities Commission of Ohio (PUCO). AEP will also continue to install, operate and maintain their systems of poles, wires, transformers, and other electric distribution components. Aggregation Program Participants should continue to call AEP if their power goes out or if they have billing questions. The PUCO will continue to oversee AEP's electric safety and reliability service standards.



II. Process

Under an opt-out aggregation program, each eligible consumer within the Village's boundaries initially will be automatically included in the Aggregation Program on a non-discriminatory basis. However, prior to actual enrollment, each consumer for whom electric rates, terms, and conditions have been negotiated will receive a notice from the Village detailing the Aggregation Program's rates, terms, and conditions.

Each consumer will then have a 21-day period to opt out of or decline to participate in the Aggregation Program without additional fees charged. Consumers opting out of the program will remain on AEP's Standard Offer Generation Service until such time as they select an approved CRES Provider. If the term of the Aggregation Program is longer than three years, a similar opt-out period will be offered every three years during which time consumers can leave the Aggregation Program without paying an early termination fee or penalty.

Participants who leave the Aggregation Program and wish to return, consumers who affirmatively choose to participate in the Aggregation Program, and consumers who move into the Village after the initial opt-out period will be afforded the opportunity to enroll in the Aggregation Program on an opt-in basis. However, the Village cannot guarantee rates, terms, and conditions to consumers enrolling in the Aggregation Program after the initial 21-day opt-out period. In the event that a consumer is not initially included in the Aggregation Program and the consumer chooses to participate in the Aggregation Program after it has begun, that consumer may participate in the Aggregation Program by executing a contract to enroll in the established Aggregation Program with the selected CRES Provider delineating the rates, terms, and conditions prior to being placed into the Aggregation Program.

Participants who relocate within the Village's limits and retain the same electric account number will be allowed to continue in the Aggregation Program at their new location under the same terms and conditions as their former location, provided the utility rate classification is the same at both locations, and subject to any switching fees imposed by the electric distribution utility.

The Village, through its Consultant, will negotiate a contract with a CRES Provider to implement and operate the Aggregation Program. Contracts for power supply and other related services will be negotiated, recommended, and monitored for compliance by the Village's Consultant on behalf of local consumers.

The Village developed this Plan of Operation and Governance in compliance with Ohio law regarding governmental aggregation programs and opt-out aggregation of electric consumers.

After adoption of this Plan of Operation and Governance by resolution or ordinance pursuant to Section 4928.20 of the Ohio Revised Code, the Village will file such Plan with



the PUCO and will likewise maintain its certification as a governmental aggregator with the PUCO and its registration as a governmental aggregator with AEP.

III. Plan of Operation and Governance

A. Definitions

- 1. **Aggregation:** Combining the electric loads of multiple customers for the purpose of supplying or arranging for the supply of competitive retail electric service to those customers.
- 2. **Aggregation Program Manager or Consultant:** The individual or company retained by the Village to oversee the operation and management of the Village's Aggregation Program.
- 3. Competitive Retail Electric Service (CRES): A component of retail electric service that is deemed competitive under the Ohio Revised Code or pursuant to an order of the PUCO. This includes, but is not limited to, the services provided by competitive retail electric service providers, power marketers, aggregators, and governmental aggregators.
- 4. Competitive Retail Electric Service Provider (CRES Provider): A person or entity certified by the PUCO and registered with an electric distribution utility which supplies or offers to supply a competitive retail electric service over an electric distribution utility's transmission and/or distribution system. This term does not apply to an electric distribution utility in its provision of standard offer generation service.
- 5. **Consumer:** Any person or entity that is an end user of electricity and is connected to any part of the applicable electric distribution utility's transmission and/or distribution system within the Village's boundaries.
- 6. **Delivery Charge:** Charge imposed by the electric distribution utility for delivering electricity to a consumer's home or business. The charge includes meter reading, billing, maintaining electric system reliability and responding during emergencies and outages (also called a distribution charge).
- 7. **Distribution:** The delivery of electricity to a consumer's home or business over an electric distribution utility's local poles, wires, transformers, substations, and other equipment. Electric distribution utilities' distribution system operations are regulated by the PUCO.
- 8. **Electric-Related Service:** A service that is directly related to the consumption of electricity at a consumer's home or business. This may



include, but is not limited to, the installation of demand side management measures at a consumer's premises, the maintenance, repair or replacement of appliances, lighting, motors or other energy-consuming devices at a consumer's premises, and the provision of energy consumption measurement and billing services.

- 9. **Electric Supply Charge:** All charges related to the supply of generation of electricity by the CRES Provider.
- 10. **Governmental Aggregator:** An incorporated village or city, Village, or county acting as an aggregator for the provision of a CRES under authority conferred by Section 4928.20 of the Ohio Revised Code.
- 11. **Kilowatt-hour (kWh):** A kilowatt-hour is 1,000 watts of electricity used for one hour. For example, a 1,000-watt appliance operating for one hour will consume one kilowatt-hour of electricity. Consumers are charged for electricity in cents per kilowatt-hour.
- 12. **Ohio Consumers' Counsel (OCC):** The Office of the Ohio Consumers' Counsel (OCC) was established by the Ohio Legislature in 1976 to represent the interests of Ohio's residential utility customers served by investor-owned utilities in proceedings before the PUCO, other regulatory agencies, and in the courts.
- 13. **Participant:** An eligible consumer enrolled in the Village's Aggregation Program.
- 14. **Public Utilities Commission of Ohio (PUCO):** The state agency charged with assuring that all residential and business consumers have access to adequate, safe, and reliable utility services at fair prices, while facilitating an environment that provides competitive choices.
- 15. **Standard Offer Generation Service:** The electric generation service a consumer will receive from its default electric service provider if the customer does not choose a CRES Provider.

B. Aggregation Program Management

Due to the complexity of the electric utility industry, the Village has entered into an Energy Management and Consulting Agreement with the Consultant to provide the necessary expertise to represent the Village's interests in legislative and regulatory matters and to serve as the Aggregation Program Manager. Such services may include, but are not limited to, overall management of the Aggregation Program, facilitating consumer enrollment and the opt-out process,



assisting with consumer education, addressing consumer questions and concerns, providing reports on program operation, negotiating CRES Provider contracts, providing analysis and review of the Village's energy service usage and costs, and providing consulting services to aggregate and procure energy and/or energy-related services, products, and accounts, and representing the Village in dealings with CRES Providers, the Ohio Legislature, the PUCO, and the OCC.

The CRES Provider's rates will include an administrative fee, which shall be collected to fund the implementation and administration of the Village's Aggregation Program, including consulting fees. The administrative fee may be adjusted annually to cover the Village's cost of administering the program, including consulting fees.

Oversight of the Aggregation Program will be the responsibility of the Village's Consultant, in consultation with the Village. The Consultant, in consultation with the Village, will have the authority to develop specifications for the Aggregation Program. The CRES Provider will work under the direction of the Consultant with the advice and counsel of the Village.

C. Selection of a CRES Provider and Contract

The Village will not buy and resell power to Aggregation Program Participants. The Village, through its Consultant, will negotiate with potential CRES providers to provide affordable, reliable electric supply, and other electric-related services on behalf of local consumers. The Village will consider cooperating with other governmental aggregators if it appears beneficial to do so.

Through a negotiation process driven by its Consultant, the Village will develop a contract with a CRES Provider or Providers for firm, all-requirements service. Each Aggregation Program 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 Village will contract only with a CRES Provider that possesses, at a minimum, the following criteria:

- 1. Is certified as a CRES Provider by the PUCO;
- 2. Is registered with AEP.
- 3. Has a service agreement under AEP's Open Access Transmission Tariff;
- 4. Has successfully completed Electronic Data Interchange (EDI) computer system testing with AEP, and the CRES Provider's EDI computer system is capable of effectively processing Aggregation Program EDI transactions in a timely manner;
- 5. Will maintain a database of Aggregation Program Participants, which will include all necessary information for the CRES



- Provider, Village, and Consultant to serve and manage the Aggregation Program;
- 6. Meets standards of creditworthiness established by the PUCO and/or the electric distribution utility;
- 7. Has or has arranged for a customer call center capable of effectively handling Participants' questions, concerns and disputes in a timely manner using a toll-free telephone number;
- 8. Holds the Village harmless from any financial obligations arising from offering electricity and/or energy-related services to Aggregation Program Participants; and
- 9. Will assist the Village and its Consultant with the filing of reports required by Ohio law and the PUCO.

The CRES Provider's contract will run for a fixed term (e.g., one to five years) and contain all pricing, charges, switching fees, etc. in clear and easily understandable terms.

The Village will require any CRES Provider to disclose any subcontractors that it uses in fulfillment of the services described herein.

D. Electric Supply Charges

The Village, through its Consultant, will aggregate electric loads within the Village's applicable boundaries (including Village facilities) and negotiate mutually agreeable pricing, terms, and conditions of service with the CRES Provider for affordable, reliable electric supplies and other related services on behalf of Participants. The Village may pursue this purpose individually or in cooperation with other legislative authorities. CRES Providers will supply information on electric supply charges by utility customer rate classification or other appropriate pricing category as approved by the Village. All electric supply charges will be fully and prominently disclosed in consumer enrollment materials, the opt-out notice, and will be subject to approval by the Village.

E. AEP's Regulated Customer Classifications and Rates

The applicable electric distribution utility assigns customer rate classifications, character of service, and associated regulated rates subject to PUCO-approved tariffs. In addition to the CRES Provider's generation supply charges, consumers will continue to be billed for AEP's service and delivery charges. Although the Village may participate in regulatory proceedings and represent the interests of consumers regarding these regulated rates, it cannot assign or alter customer rate classifications.



It is the intention of the Village to offer its Aggregation Program to eligible residential and non-mercantile commercial customers in any and all customer classifications, and in all rate categories, for which the CRES Provider can offer discounted energy costs for those who participate in the Aggregation Program and/or other favorable economic and non-economic terms in supply agreements compared to the electric distribution utility's avoidable costs or price to compare or Standard Offer Generation Service.

F. Developing the Pool of Eligible Accounts

The Village or its Consultant shall request the electric distribution utility to provide current customer information for all customers within the Village's boundaries. The provided information shall include the following:

- Customer name;
- Customer service address;
- Customer billing address;
- Electric distribution utility customer account number;
- Electric distribution utility rate code;
- Electric distribution utility PIPP code;
- Customer load data;
- Whether or not a customer has a present contract with a CRES Provider: and
- Whether or not a customer has a special service contract with the electric distribution utility.

From this information, the Village, its Consultant, and the CRES Provider will develop the pool of customers eligible to participate in the Aggregation Program, for which the CRES Provider can offer discounted energy costs for those who participate in the Aggregation Program and/or other favorable economic and non-economic terms in supply agreements.

G. Initial Consumer Notification and Enrollment

After contract approval by the Village and its Consultant, the CRES Provider will work with the Village, its Consultant, and the electric distribution utility to identify all eligible consumers within the Village's boundaries.

All eligible consumers will be notified in writing of the rates, charges, and other terms and conditions of participation in the Aggregation Program and that they will be automatically enrolled in the Aggregation Program unless they opt out of or decline participation in the Aggregation Program. Consumers will be given 21 days



from the postmark date of the opt-out letter in which to notify the Village that they wish to opt out of or decline participation in the Aggregation Program without penalty or fees. Consumers opting out of the program will remain on the applicable distribution utility's Standard Offer Generation Service until such time as they select an approved CRES Provider.

Consumers may opt out of the Aggregation Program by returning a post card, by calling a toll-free number, or by any other means or form provided in the opt-out letter.

After the initial 21-day opt out period has elapsed, all eligible consumers who have not notified the Village of their desire to opt out of the Aggregation Program will be enrolled automatically by the CRES Provider at the earliest date practicable. No other affirmative steps will be required of consumers in order to be included in the Aggregation Program as Participants.

Consumers ineligible to participate in the Aggregation Program include those customer accounts that are located outside the Village's boundaries, customers who are already in contract with a CRES provider, customers in a "special rate" contract with an electric distribution utility, and Percentage of Income Payment Plan (PIPP) consumers and consumers whose accounts are not current with their present electric distribution utility, as appropriate. The aggregation of PIPP customers is under the direction of the State of Ohio.

Consumers enrolled in the Aggregation Program by the CRES Provider will receive a letter from their electric distribution utility notifying them of their enrollment. Consumers will have seven calendar days to notify the electric distribution utility of any objection to their enrollment in the Aggregation Program. The applicable electric distribution utility will notify the CRES Provider of consumer objections or any reason that a consumer was not enrolled in the Aggregation Program and the CRES Provider will maintain a list of customers who have opted out under the Aggregation Program rules.

The CRES Provider will report to the Village the status of the Aggregation Program enrollment on at least a quarterly basis.

H. Leaving the Aggregation Program

In addition to the initial opt-out period described above, each Participant will be given an opportunity to opt out of the Aggregation Program every three years without paying an early termination fee or penalty as required by law and PUCO rules. Consumers who choose to opt out of the Aggregation Program at any time other than during the initial 21-day opt-out period or during subsequent opt-out periods offered by the Village may be subject to an early termination fee and may



not be served under the same rates, terms, and conditions that apply to other customers served by the electric distribution utility.

Any consumer who opts out of the Aggregation Program during the initial opt-out period or subsequent opt-out periods will be returned to their electric distribution utility's Standard Offer Generation Service until such time as the consumer selects another approved CRES Provider.

I. CRES Provider Responsibilities

The CRES Provider will build and maintain a database of all Aggregation Program Participants. The database will include the name, address, utility service delivery identification (SDI) number, and other pertinent information as agreed upon by the Village, Consultant, and the CRES Provider. Such information may include the CRES Provider's account number (if different from utility's SDI number), rate code, rider code (if applicable), most recent 12 months of kWh consumption and kW demand, and meter reading cycle. The Aggregation Program database will be updated at least quarterly. The Village and its Consultant will have the right to access information in the database for purposes of auditing.

The CRES Provider will provide and maintain the required Electronic Data Interchange computer system to effectively process Aggregation Program enrollments, opt outs, billing, etc., with the applicable electric distribution utility.

The CRES Provider will provide a local or toll-free telephone number for Participant questions or concerns about enrollment, opt-out provisions, billing, and other Aggregation Program issues.

The CRES Provider will develop internal controls and processes to help ensure that the Village remains in good standing as a governmental aggregator that complies with all laws, rules, and regulations regarding the same as they may be periodically amended.

J. New and Returning Participants

Participants who leave the Aggregation Program and wish to return, consumers who affirmatively choose to participate in the Aggregation Program, and consumers who move into the Village after the initial opt-out period will be afforded the opportunity to enroll in the Aggregation Program on an opt-in basis. However, the Village cannot guarantee rates, terms, and conditions to consumers enrolling in the Aggregation Program after the initial 21-day opt-out period. In the event that a consumer is not initially included in the Aggregation Program and the consumer chooses to participate in the Aggregation Program after it has begun, that consumer may participate in the Aggregation Program by executing a contract to



enroll in the established Aggregation Program with the selected CRES Provider delineating the rates, terms, and conditions prior to being placed into the Aggregation Program. Consumers may contact the Village's Consultant to obtain current enrollment information and the applicable contract to opt-in to the established Aggregation Program.

Participants who relocate within the Village limits and retain the same electric utility account number will be allowed to continue in the Aggregation Program at their new location under the same terms and conditions as at their former location, provided the electric utility rate classification is the same at both locations, and subject to any switching fees imposed by the consumer's former electric distribution utility. The CRES Provider will comply with all local, state and federal rules and regulations regarding discontinuing service to Aggregation Program Participants.

K. Billing

At this time, the Village plans to utilize the applicable electric distribution utility's consolidated billing service in which each consumer account receives one bill itemizing the CRES Provider's electric supply charges and electric distribution utility's delivery, and other PUCO-approved charges. The billing statement will be consistent with applicable PUCO rules and regulations. The Village will consider other billing options, including CRES Provider consolidated or dual billing, if and when they become available and if it appears advantageous to do so.

L. Questions and Concerns

The Aggregation Program impacts the source of generation or power supply of electricity to the applicable electric distribution utility. The applicable electric distribution utility will continue to deliver the electricity purchased through the Aggregation Program to Participants' homes and businesses through its electric transmission and distribution system.

Participants with questions or concerns regarding service delivery or safety, such as a power outage, a downed power line, sparking power lines or equipment, low voltage, etc., should continue to contact their electric distribution utility. Meter reading or other billing questions should also be directed to their electric distribution utility. Questions regarding Aggregation Program enrollment and opting out should be directed to the CRES Provider. Any other general questions regarding the Aggregation Program should be directed to the Village's Consultant.



| Question or Concern | Contact | Phone Number |
|----------------------------|---------------|------------------------|
| Power outage or | AEP | 1-800-672-2231 |
| interruption | | |
| Connect/disconnect | AEP | 1-800-672-2231 |
| service | | |
| Meter reading/billing | AEP | 1-800-672-2231 |
| | | |
| Enrollment in or opting | CRES Provider | 1-888-XXX-XXXX |
| out of Aggregation | Trebel LLC | 1-877-861-2772 |
| Program | | |
| Aggregation Program | Trebel LLC | 1-877-861-2772 |
| Questions or Concerns | | |
| Unresolved disputes | PUCO | 1-800-686-7826 (voice) |
| • | | 1-800-686-1570 (TDD) |

M. Reliability and Indemnification of Consumers

Electric service reliability is essential to Aggregation Program Participants. The Village will strive to provide high-quality service and reliability through provisions of the CRES Provider contract, through traditional proceedings related to your electric distribution utility's regulated distribution service, and through direct discussions with your electric distribution utility concerning specific or general problems related to quality and reliability of its transmission and distribution system.

If for any reason a CRES Provider fails to provide uninterrupted service, the Village and its Consultant will attempt to acquire an alternative power supply. If this attempt fails, Participants will default to the applicable electric utility's Standard Offer Generation Service. In no case will Participants be without power as a result of the CRES Provider's failure to provide the supply of generation. The Village and its Consultant will seek to minimize this risk by contracting only with reputable CRES Providers that have demonstrated reliable service. The Village, through its Consultant, also intends to include conditions in its CRES Provider contract that will indemnify Participants against risks or problems with power supply service and price.

N. Participant Rights

All Aggregation Program Participants shall enjoy the protections of law afforded to consumers as they currently exist or as they may be amended from time to time. These include rights to question billings or service quality or service practices. All



consumers shall also enjoy the individual right to decline participation in the Aggregation Program subject to the terms and conditions contained herein.

All Aggregation Program Participants will be treated equitably. They will be guaranteed the rights to raise and resolve disputes with the CRES Provider, be provided all required notices and information, and always retain the right to opt out of the Aggregation Program or switch suppliers subject to the terms and conditions contained herein.

All Consumers within the Village's boundaries shall be eligible to participate in the Aggregation Program on a non-discriminatory basis, subject to the terms and conditions described herein, Ohio law, PUCO rules and regulations governing electric service, and the applicable electric utility's approved tariffs.

Service under the Aggregation Program shall be available to all eligible customer classes. CRES Provider contracts shall also contain non-discrimination provisions to ensure the equitable treatment of all customer classes.

Low-income consumers shall remain subject to all provisions of Ohio law and PUCO rules and regulations as they may be amended from time to time regarding their rights to participate in the Aggregation Program.

O. Participant Responsibilities

Aggregation Program Participants are subject to the same standards and responsibilities as other electric consumers, including payment of billings and access to metering and other equipment necessary to carry out utility operations.

P. Termination of the Aggregation Program

The Aggregation Program may be discontinued upon the termination or expiration of the CRES Provider contract without any extension, renewal, or subsequent contract being executed. In the event of Aggregation Program termination, each Participant will receive written notification of the termination at least 60 days prior to such program termination and will have the option to return to the applicable electric utility's Standard Generation Offer Service or select another approved CRES Provider.

1311-001.614912v1



EXHIBIT A-4

AUTOMATIC AGGREGATION DISCLOSURE









March 23, 2015

Village of Bethesda is offering you savings on your electric costs.*

Dear Village of Bethesda Electric Customer,

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

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

In February 2015, the Village of Bethesda selected retail electric supplier DP&L Energy, an affiliate of The Dayton Power and Light Company. The Ohio-based company, certified by the Public Utilities Commission of Ohio (PUCO) will supply you with savings through May, 2017.

It's Smart.

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

It's Fair.

| Your Utility | Retail Electric Supplier | Fixed Price | Term End Date | Opt-Out Deadline | Early Termination Fee |
|--------------------------|-----------------------------|-------------------|---------------|------------------|--------------------------|
| AEP Ohio (Ohio Power) | DP&L Energy | 7.607¢ per kWh | May, 2017 | April 13, 2015 | \$75 |

As a member of an aggregation group, you will start seeing savings from DP&L Energy within 30-45 days after The American Electric Power (AEP) Company accepts your enrollment, depending on when your meter is read. Your savings could start as early as May. In addition, the Fixed Price provides price certainty and protection against the fluctuating Standard Service Offer (SSO) offered by the utility. Customers receiving net metering service from AEP are not eligible to participate in the electric aggregation program and should therefore opt out of the program to remain on the net metering service with your utility.

It's Simple.

No action is needed to take advantage of the savings offered through your community program. However, if you wish to be excluded from this discounted rate, you must return the enclosed opt-out form by April 13, 2015. If you decide to opt-out of the aggregation before the program starts, you will be served by the utility's standard service offer unless you choose an alternate provider. If you decide to leave the aggregation program at any other time, the service you receive from the utility may not be under the same rates, terms and conditions that apply to other customers receiving generation from The American Electric Power (AEP) Company. If you do not opt-out at this time, you will receive a notice at least every three years asking if you wish to remain in the program.

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

If you have any questions, please call DP&L Energy at 866-674-3753 Monday through Friday from 8 a.m. to 5 p.m.

Welcome to savings with DP&L Energy,

Martin W. Lucas,

Mayor, Village of Bethesda P.O. Box 95 Bethesda, Ohio

DP&L Energy's pricing is not regulated by the PUCO. This offer is subject to change by DP&L Energy. DP&L Energy and The Dayton Power and Light Company are separate but affiliated companies. *Savings compared to Ohio Power standard service offer (SSO) as of February 2015.





Opt-Out Form - Village of Bethesda Electric Governmental Aggregation Program

| Option 1 – Do nothing and save. If you want to participate in the aggregation program and save, you do not need to return this form. Your enrollment is automatic. | OR | Option 2 — Opt-out by returning this form. If you do not want to participate in this program, you must mail this completed form before April 13, 2015. | |
|---|--------|--|--|
| By returning this signed form, you will be EXCLUDED from the Village of Bethesda Electric Governmental Aggregation Program. | | | |
| ☐ I wish to opt-out of the Village of E to opt-out.) | 3ethe: | sda Aggregation Program. (Check | |
| Service Address (City, state and zip): | A | | |
| Utility 17 Digit Service Delivery Identifier: | | Phone No.: | |
| Account Holder's Signature: | | | |
| Mail the completed form by April 13, 2015 to: Village of Bethesda Aggregation Program, DP&L Energy, 1065 Woodman Dr., Dayton, OH 45432 | | | |

Exhibit A-5 "Experience"

Applicant's Experience and Plan for Providing Aggregation Services:

Due to the complexity of governmental aggregation, the applicant Bethesda Village "Village" will rely on the energy consulting services of Trebel, LLC to assist them in designing, implementing and maintaining the Program. Trebel, LLC is a PUCO certified Electric Aggregator/Broker (certificate #14-867E(3) and Natural Gas Aggregator/Broker (certificate #12-267G(4)). Trebel, LLC has experience in managing numerous governmental programs in the Ohio market.

Below is a detailed summary of services being provided:

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

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

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

This foregoing document was electronically filed with the Public Utilities Commission of Ohio Docketing Information System on

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in

Case No(s). 14-1752-EL-GAG

Summary: Application Electric Governmental Aggregator Renewal Application for the Village of Bethesda- Belmont County, Ohio. electronically filed by Mr. Scott A. Raffeld on behalf of Trebel Energy LLC and Bethesda Village- Belmont County.