



DIS Case Number: 13-2024-EL-GAG

## Section A: Application Information

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

the applicant's legal name, address, telephone number, and web address.

Legal Name: Berlin Township (Delaware County) Country: United States  
Phone: 7405486350 Extension (if applicable): Street: 3271 Cheshire Rd.  
Website (if any): www.berlintwp.us City: Delaware Province/State: OH  
Postal Code: 43015

### A-2. Contact person for regulatory matters

Scott Belcastro  
1216 Lexington Ave., Suite 301  
Mansfield, OH 44907  
US  
scott@electricsuppliers.org  
6144254885

### A-3. Contact person for Commission Staff use in investigating customer complaints

Jennifer Brown  
1216 Lexington Ave, STE 301  
Mansfield, OH 44907  
US  
jbrown@trebelllc.com  
8778612772

### A-4. Applicant's address and toll-free number for customer service complaints

Phone: 18778612772 Extension (if applicable): Country: United States  
Fax: 6144170410 Extension (if applicable): Street: 1216 Lexington Ave, STE 301



### **B-1. Authorizing ordinance**

Provide a copy of the adopted ordinance or resolution that reflects voter authorization to form a governmental aggregation program pursuant to Sections 4929.26 and 4929.27 of the Ohio Revised Code.

File(s) attached.

### **B-2. Operation and governance plans**

Provide a copy of the applicant's plan for operation and governance of its aggregation program adopted pursuant to Sections 4929.26(C) or 4929.27(B) of the Revised Code. The Operation and Governance Plan should include all information pursuant to Rule 4901:1-28-03 of the Ohio Administrative Code.

Files(s) attached.

### **B-3. Opt-out disclosure notice**

If the aggregation program provides for automatic aggregation in accordance with Section 4929.26(A) of the Revised Code, provide a copy of the disclosure notification required by Section 4929.26(D) of the Revised Code.

File(s) uploaded

### **B-4. Experience and Plans**

Provide a description of the applicant's experience in providing the service(s) for which it is applying (e.g. number and type of customers served, utility service areas, amount of load, etc.). Also provide the plan for contracting with customers, providing contracted services, providing billing statements, and responding to customer inquiries and complaints in accordance with Commission rules adopted pursuant to Section 4928.10 of the Revised Code.

File(s) attached



Public Utilities  
Commission

# Application Attachments



July 15, 2023

«Customer\_Name»  
«Mailing\_Address»  
«Mailing\_City», «Mailing\_State» «Mailing\_Zip»

**DO NOT DISCARD: IMPORTANT ELECTRICITY AGGREGATION INFORMATION ENCLOSED**

**AEP's Electricity Rates Have Increased Dramatically**

You may have heard that AEP's rates for electricity increased to more than 11.4 cents per kWh in June 2023. We can help you significantly lower your costs!

**We're Here to Help**

To minimize the impact of higher energy costs, the elected officials of Berlin Township proactively engaged Archer Energy to offer a community wide aggregation program enabling bulk purchasing power for residents. Beginning with your next meter read and continuing through May 2024, Archer Energy will serve your home or business at a fixed rate of 8.49 cents per kWh. **This means AEP's rate will be 30% higher than the aggregation rate negotiated by your community leaders!** This electricity aggregation program will provide savings immediately and protect your home or business from volatility in the energy markets through May 2024.

**You're Automatically Protected**

There is nothing that you need to do to take advantage of the negotiated savings program. As a current resident in Berlin Township, you are automatically enrolled in this program unless you decide to opt-out which you may do so at any time without penalty. To learn more about the program please see the enclosed General Terms and Conditions and the Frequently Asked Questions.

**Participating is a Right Choice and will Save you Money!**

We are confident this is the right choice for your home or business. However, if you decide not to take part in the community aggregation program, please review the information on the reverse side of this letter and opt-out via one of the options below by August 5, 2023:

**Mail:** Return the form below to Archer at 9777 Fairway Dr Powell, OH 43065  
**Phone:** Call Archer Energy Toll Free at (844) 795-7491 M-F 9am to 5pm

We look forward to serving your electricity needs and keeping your costs low!

Berlin Township & Archer Energy

**BERLIN TOWNSHIP ELECTRIC AGGREGATION OPT-OUT FORM**



I do not wish to participate in the Berlin Township Electric Aggregation Program and wish to be served under AEP's higher rate.

Customer Name: \_\_\_\_\_

Account Number: \_\_\_\_\_

Service Address: \_\_\_\_\_

Signature & Date: \_\_\_\_\_

Mail to:  
Berlin Township Electric Opt-out  
9777 Fairway Dr  
Powell, OH 43065

## **Electric Aggregation Opt-Out Frequently Asked Questions**

Q: What is aggregation?

A: Under governmental aggregation, local officials bring the community together for group purchasing power. The community benefits by receiving competitively-priced electric from a retail electric supplier certified by the Public Utilities Commission of Ohio.

Q: How is my community able to choose a certified electric supplier on my behalf?

A: Residents voted to allow the community to negotiate a contract with an electric supplier on their behalf.

Q: How was Archer Energy Chose as the supplier?

A: Your community implemented a formal process where proposals from multiple suppliers were submitted for consideration. Archer was selected to be your preferred electricity provider.

Q: How do I enroll?

A: Eligible residential or small business customers will be automatically enrolled.

Q: Who is eligible for the aggregation program?

A: Most residential and small business customers residing within the community receiving electric from the local utility are eligible.

Q: Who is not eligible?

A: Residential and business customers who are not eligible for automatic enrollment in the program include:

- A customer that is not located within community boundaries.
- Percentage of Income Payment Program (PIPP) customers.
- A customer who is under contract with another electric provider.
- A mercantile customer that has not provided consent to join the program. "Mercantile customer" means a commercial or industrial customer if the electric consumed is for non-residential use and the customer consumes more than 700,000 kWh per year or is part of a national account involving multiple facilities in one or more states.

Q: What does it cost to enroll?

A: Nothing. Archer does not charge any enrollment or switching fees.

Q: When will I see my new rate?

A: You can expect to see the new rate one to two billing cycles following your enrollment in the program. Please note: supply rates do not include taxes, delivery service charges or other utility fees.

Q: Who will bill me for electricity?

A: You will continue to receive one monthly bill from your local utility. The bill will include charges for electricity supplied by Archer Energy, as well as the delivery service charges from your local utility company.

Q: Can I still have my payment automatically deducted from my checking account as I do now?

A: Yes, how you pay your electric bill will not change.

Q: Who is responsible for delivery of electricity to my home or business?

A: Your local utility company will continue to deliver electricity to your home or business.

Q: Who do I call if I have a problem with my electric service?

A: To report service problems and power outages, contact your local utility company.

Q: What if I have already selected another supplier?

A: Based on the records provided by the utility, we assumed you are not with another supplier. However, if you recently signed up with a new supplier, carefully review the terms and conditions of that agreement before proceeding as your ability to terminate early with that supplier may be restricted.

Q: Is there an early termination fee for leaving the program outside of the 21 day opt-out period?

A: No, there is no early termination fee.

Q: Who do I contact if I have additional questions about this offer?

A: If you have additional questions about the program, please contact Archer Energy toll free at 844-795-7491.



**Definitions:** "Competitive Retail Electric Service Provider" or "CRES" provider means, as defined by the Chapter 4901:1-21 of the Substantive Rules as applicable to electric service providers, a person that sells electric energy to retail customers in Ohio. Archer Energy is certified by the Public Utilities Commission of Ohio to offer and supply Generation Service in Ohio.

"Generation Service" means the production of electricity.

"Transmission Service" means moving high voltage electricity from a generation facility to the distribution lines of a local utility provider. "Distribution Service" means the Physical delivery of electricity to customers by your local utility provider ("Local Utility Provider" or "Electric Distribution Utility ("EDU"))

"Program" means the governmental electric aggregation program approved by your community

**General:** As a CRES provider, Archer Energy, LLC ("Archer") will supply your electric generation service for your electricity consumption to your EDU based on your usage at the Program rate for the term specified herein. Your existing local utility provider will continue to distribute your electricity to you at PUCO approved tariff rates for distribution.

**Consent:** By choosing to accept this offer from Archer you understand and agree to the terms and conditions of this Agreement. You hereby authorize Archer to obtain information from your EDU that includes, but is not limited to: billing history, payment history, historical and future electricity usage, meter readings, and characteristics of electricity service. You authorize Archer to execute any document on your behalf to obtain the aforementioned information. Archer reserves the right to determine if your credit standing is satisfactory before accepting your enrollment request. Additionally, Archer reserves the right to request collateral in the event you fail to make timely payments to the local utility. This Agreement shall be considered executed by Archer following acceptance of your enrollment request by Archer immediately following the 7 day rescission period and subsequent acceptance of the enrollment by your EDU.

**Eligibility:** Residential accounts and small commercial accounts of less than 700,000 kWh that are not enrolled in Percentage of Income Plan Program are eligible for this offer. Further, Archer reserves the right to refuse enrollment to any customer with an outstanding electric bill balance. Participation in the Program is subject to the rules and regulations of your EDU and the PUCO. Customers are sometimes terminated from the Program by error or by being in arrears. Customer may contact their local utility provider to resolve the problem and be reinstated to the Program. Should customer fall into arrears during the Agreement and subsequently become current again, Company may re-enroll customer for the remaining term of their contract. These Terms and Conditions are subject to Customer acceptance into the Program by both the Company and by your EDU. This agreement is not binding until such acceptance has been granted.

**Rescission:** You will have 21 days from the date of the enclosed letter to opt out of the program. Once enrolled to receive generation service from Archer, your local utility will send you a confirmation letter. You will have the right to rescind your enrollment within seven (7) calendar days following the postmark date of the confirmation letter by following the instructions contained in the letter. Your right to rescind only applies to initial enrollments and not to renewal enrollments as detailed below. Your EDU will not send a confirmation notice upon any renewal of this Program.

**Primary Term of Service:** Archer agrees to act as your exclusive supplier of electric generation from your next meter read through your May 2024 meter read. The utility will continue to service and bill your account, you will not receive a separate bill from Archer.

**Price:** The price for electricity (Price) will be \$0.08499 per kWh for the term of the Program. If Customer switches back to Customer's electric utility for any reason, Customer may or may not be served under the same rates, terms, and conditions that apply to other customers served by the electric utility. Price includes broker fees, but does not include any applicable taxes, fees or charges related to distribution service from the Customer's electric utility

**Billing:** Your EDU will continue to send you a monthly bill for your electricity consumption that will include your EDU's charges and Archer's charges for Generation services for the amount of electricity you used during the billing cycle. The amount of electricity usage will continue to be measured or estimated by the EDU. Customer agrees to pay bill in accordance with the EDU's billing and payment terms. Your payment will be due to the EDU by the date specified in the EDU bill. If you fail to pay this bill on time, you could be subject to interest and late charges imposed by the EDU. Further, your failure to pay your electric bill charges may result in your electric service being disconnected in accordance with state tariff guidelines. Customers with billing questions may contact our toll-free customer service center at (844) 795-7491 or contact their local utility provider. Archer reserves the right to issue an invoice directly and may terminate this agreement with 14 days written notice for customer non-payment. You will remain responsible to pay Archer for any electricity used before this Agreement is cancelled as well as any late payment charges.

**Credit:** Upon Archer's reasonable request, Buyer will provide to Archer financial statements and other credit related information all of which will be treated as confidential by Archer. If Archer reasonably determines that Buyers financial condition is insufficient to extend credit for electricity sales, Archer may require security to cover the exposure of the two largest months of usage. In addition to this amount, Archer may require additional security to cover the mark to market value of the current contract. The security will be in a form of either cash deposit or an irrevocable standby letter of credit. Furthermore, if Buyer (i) makes an assignment or general contract for the benefit of creditors, (ii) breaches any payment obligation or any other obligation to Archer (including the obligation to post

security as outlined above within three business days), (iii) files a petition or acquiesces in the commencement of a case under any bankruptcy or similar law for the protection of creditors or has such petition filed against it, or (iv) is generally unable to pay its debts as fall due, then Archer may terminate the agreement by providing at least fourteen days written notice to seller. Archer's rights under this credit section are in addition to all other remedies available under this agreement or general law.

**Penalties & Fees:** Your EDU may charge a "Switching Fee" if you switch to another CRES provider. If you return to your EDU after switching to a CRES provider, you may or may not be served under the same rates, terms and conditions that apply to other customers served by the EDU.

**Termination:** If this agreement is not declined during the 21 day opt out period, the enrollment will be sent to your EDU. You may terminate this Agreement without penalty if you move outside Archer's service area or into a service area where Archer charges a different price, by providing Archer with thirty (30) days written notice. If you terminate this Agreement for any other reason, in accordance with the Program rules, **there is no fee for an early termination of this contract. You will continue to be responsible for all electricity usage charges incurred prior to the termination regardless of whether or not they had been billed.** Upon termination with Archer and return to standard offer service with your EDU, you may or may not be served under the same rates, terms, and conditions that apply to other EDU customers. The effective date of any termination will be the next available meter read date after expiration of any required notice period and processing by the electric utility and Company of the return of the Customer to the electric utility.

**Regulatory:** The retail electric choice program is subject to ongoing utility commission, RTO/ISO, and LDC jurisdiction. Archer may pass through to Buyer's price any changes in RTO/ISO and LDC charges that are beyond Archer's reasonable control: such change may be related to capacity, transmission, ancillary services, taxes, rate classes and any other program related costs. If a change in governing law or regulation physically prevents or legally prohibits Archer from performing under this agreement, then either party may cancel this agreement without penalty.

**Cross Default:** If Buyer is a party to one or more other electricity or natural gas agreements with Archer, a breach by Buyer under such other contract(s) may be treated by Archer as a breach by Buyer under this agreement.

**Dispute Resolution:** Archer is committed to customer satisfaction. Customer may contact Archer with any questions concerning the terms of service by phone Monday – Friday (except holidays) from 8am – 5pm toll free at (844) 795-7491 or in writing to Archer Energy, LLC located at 9777 Fairway Dr, Powell, OH 43065. Archer will refer all complaints, written or verbal, to a knowledgeable customer service representative promptly respond and work toward a mutually satisfactory resolution. If Customer is still unhappy, Customer may request to speak with an Archer customer service manager. In the event of a dispute that cannot be resolved to a satisfactory level by Archer customer service employees, Customer should contact their local distribution utility provider at the number listed on their electric bill. If Archer or the local utility provider cannot properly address your concern, Customer may also contact the Office of the Ohio Consumers' Counsel located at 10 West Broad Street, Suite 1800, Columbus, Ohio 43215-3485, 1-877-742-5622 (toll free) or the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or TTY at 1-800-686-1570 (toll free) from 8 – 5pm EST weekdays or at [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov).

**Miscellaneous:** You have the right to request from Archer, twice within a 12-month period, up to 24 months of payment history, without charge. Company may request credit information. Archer reserves the right to re-price any account(s) or return you to the local distribution utility provider if your rate code or meter type is changed and/or the account is no longer eligible for this program. You authorize, but do not obligate Archer to exercise your government aggregation opt-out rights.

**Force Majeure:** Archer may not be responsible for supplying electricity to Customer in the event of circumstances beyond its control such as events of Force Majeure as defined by your EDU or any transmitting or transportation entity, acts of terrorism or sabotage, or acts of God including but not limited to floods, fires, earthquakes, tornados; hurricanes; war; riots; strikes; walkouts; lockouts; landslides and extreme weather conditions that impact an entire geographic region. In the case of such an event, Archer shall at its sole option, reject this contract in whole or re-determine its supply price and continue to provide service to Customer.

**Liabilities:** Customer agrees that neither Company nor any of its employees, affiliates, agents, or subcontractors (collectively, Company) will be liable for any damages or claims for matters within the control of Customer's EDU or the regional transmission organization-controlled electricity grid. The Company Parties will not be responsible for any failure to commence or terminate power and energy service on the date specified herein due to any failure or delay in enrolling Customer with Customer's EDU. The Company's liability will be limited to direct actual damages only. In no event will the Company be liable for any punitive, incidental, consequential, exemplary, indirect, attorney's fees, third-party claims or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from any breach or nonperformance of this Agreement.

**Amendments:** If action is taken by the utility, applicable regional transmission organization, transmission provider, or any federal, state or local governmental authorities which materially changes the amounts charged by such entities to us or charged by such entities to our wholesale supplier and charged to us, or which materially changes the manner in which we provide service to you, we may, in our sole discretion, elect to adjust the price for service under this agreement to account for such cost increases or other changes.

**Assignment:** This agreement is assignable by Archer without customer consent and only subject to any regulatory approvals.

**Choice of Law:** This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio without giving effect to any conflicts of law principles which otherwise might be applicable.

**Environmental Disclosure:** The environmental disclosure contained herein is also shown at our website. The specific web address is: [www.archerenergy.com/Environment](http://www.archerenergy.com/Environment). Customer agrees that Archer may make its required quarterly updates electronically at its website and will provide this information in hard copy form upon customer request.

**BERLIN TOWNSHIP  
ELECTRIC AGGREGATION  
PROGRAM**

***OPERATION AND GOVERNANCE  
PLAN***

**Prepared by:**



**Amended and Adopted on February 13<sup>th</sup>, 2015**



## **I. Overview**

In May 2013, a majority of voters authorized Berlin Township ("Township") 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 Township'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 Township after the initial opt-out period will 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 emerging competitive electricity markets by combining multiple electric loads within the Township's limits and negotiating affordable, reliable electric supplies and other related services on behalf of local consumers. The Township 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 to gain other favorable economic and non-economic terms in supply agreements. The Township 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 Township to establish the terms and conditions for service. Through a negotiation process, the Township 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 (i.e., one to five years).

The Aggregation Program covers the power supply or generation portion only 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 electric safety and reliability service standards.

## **II. Process**

Under an opt-out aggregation program, each eligible consumer within the Township'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 Township 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 Township after the initial opt-out period will be afforded the opportunity to enroll in the Aggregation Program on an opt-in basis. However, the Township cannot guarantee rates, terms, and conditions to consumers enrolling in the Aggregation Program after the initial 21-day opt-out period. Opt-in Participants enrolling in the Aggregation Program will execute an opt-in contract with the selected CRES Provider delineating the rates, terms, and conditions prior to being placed into the Aggregation Program.

Participants who relocate within the Township'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 at their former location, provided the utility rate classification is the same at both locations, and subject to any switching fees imposed by the utility.

The Township, 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 Township's Consultant on behalf of local consumers.

The Township 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 Township 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 Township to oversee the operation and management of the Township'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 or distribution system within the Township'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 generation of electricity by the CRES Provider.
10. **Governmental Aggregator:** An incorporated village or city, township, 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 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 Township'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 Township has entered into an Energy Management and Consulting Agreement with the Consultant to provide the necessary expertise to represent the Township'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 Township'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 Township 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 on behalf of the Township to fund the implementation and administration of the Township's Aggregation Program, including consulting fees. The administrative fee may be adjusted annually to cover the Township's cost of administering the program.

Oversight of the Aggregation Program will be the responsibility of the Township's Consultant, in consultation with the Township. The Consultant, in consultation with the Township, 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 Township.

### **C. Selection of a CRES Provider and Contract**

The Township will not buy and resell power to Aggregation Program Participants. The Township, 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 Township will consider cooperating with other governmental aggregators if it appears beneficial to do so.

Through a negotiation process driven by its Consultant, the Township 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 Township 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 TransmissionTariff;
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, Township, and Consultant to serve and manage the Aggregation Program;

6. Meets standards of creditworthiness established by the Township;
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 Township harmless from any financial obligations arising from offering electricity and/or energy-related services to Aggregation Program Participants; and
9. Will assist the Township 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 (i.e., one to five years) and contain all pricing, charges, switching fees, etc. in clear and easily understandable terms.

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

#### **D. Electric Supply Charges**

The Township, through its Consultant, will aggregate electric loads within the Township's applicable boundaries (including Township 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 Township may pursue this purpose individually or in cooperation with other entities. CRES Providers will supply information on electric supply charges by utility customer rate classification or other appropriate pricing category as approved by the Township. 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 Township.

#### **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 charges, consumers will continue to be billed for AEP's service and delivery charges. Although the Township 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 Township 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 a savings compared to the electric distribution utility's avoidable costs or price to compare.

#### **F. Developing the Pool of Eligible Accounts**

The Township or its Consultant shall request the electric distribution utility to provide current customer information for all customers within the Township'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 Township, 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 savings.

#### **G. Initial Consumer Notification and Enrollment**

After contract approval by the Township and its Consultant, the CRES Provider will work with the Township, its Consultant, and the electric distribution utility to identify all eligible consumers within the Township'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 Township that they wish to opt out of, or decline participation in, the Aggregation Program without penalty fees. Consumers opting out of the program will remain on the applicable 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 postage-paid post card or other 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 Township 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 Township'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 Township 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 Township 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 Township, 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 Township 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 Township 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 Township after the initial opt-out period will be afforded the opportunity to enroll in the Aggregation Program on an opt-in basis. However, the Township cannot guarantee rates, terms, and conditions to consumers enrolling in the Aggregation Program after the initial 21-day opt-out period. Opt-in Participants enrolling in the Aggregation Program will execute an opt-in contract with the selected CRES Provider delineating the rates, terms, and conditions prior to being placed into the Aggregation Program. Consumers may contact the Township's consultant to obtain current enrollment information and the opt-in contract.

Participants who relocate within the Township 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 Township 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 Township 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 only impacts the source of generation or power supply. 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 AEP. 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 Township's Consultant.

<b>Question or Concern</b>	<b>Contact</b>	<b>Phone Number</b>
Power outage or interruption	AEP	1-800-672-2231
Connect/disconnect service	AEP	1-800-672-2231
Meter reading/billing	AEP	1-800-672-2231
Enrollment in or opting out of Aggregation Program	CRES Provider Trebel LLC	1-888-XXX-XXXX 1-877-861-2772
Aggregation Program Questions or Concerns	Trebel LLC	1-877-861-2772
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 Township 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 transmission and distribution services, 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 Township 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 Township and its Consultant will seek to minimize this risk by contracting only with reputable CRES Providers that have demonstrated reliable service. The Township, 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 Township'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 return to the applicable electric utility's Standard Offer Generation Service and participation 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 B-4 "Experience"

### Applicant's Experience and Plan for Providing Aggregation Services:

Due to the complexity of governmental aggregation, the applicant Berlin Township "Township" 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 and Natural Gas Aggregator/Broker certificate #12-267G). 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 Ohio ("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.

**BOARD OF TRUSTEES  
BERLIN TOWNSHIP, DELAWARE COUNTY, OHIO**

**RESOLUTION NO 2013-02-05**

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN ENERGY  
MANAGEMENT AGREEMENT WITH TREBEL, LLC**

The Board of Trustees of Berlin Township, Delaware County, Ohio ("Board") met in regular session on the 11th day of February, 2013 with the following members present:

Tom D'Amico

Phil Panzarella

Ron Bullard

Bullard Moved the adoption of the following Resolution:

**PREAMBLE**

**WHEREAS**, the Board, through Resolution No: 2013-02-05, authorized all actions necessary to effect an opt-out electric aggregation program pursuant to R.C. § 4928.20 pending ballot issue approval by resident electors of Berlin Township, Delaware County, Ohio ("Township") at the primary election to be held on May 7, 2013; and,

**WHEREAS**, the Board, through Resolution No: 2013-02-05, authorized all actions necessary to effect an opt-out natural gas aggregation program pursuant to R.C. § 4929.26 pending ballot issue approval by resident electors of the Township at the primary election to be held on May 7, 2013; and,

**WHEREAS**, Trebel, LLC ("Trebel") engages in the business of procuring energy and/or energy related services and products; and,

**WHEREAS**, the Board desires Trebel to perform an independent analysis of the Township's electric and natural gas service usage and costs for the purpose of aggregating retail electric loads and retail natural gas loads within the Township; and,

**WHEREAS**, the Board, if one or both of the aggregation ballot issues are approved, will require assistance with and desires Trebel to assist in the implementation of an aggregation program in the Township for retail electric loads and retail natural gas loads; and,

**WHEREAS**, the Board further desires Trebel to assist with a review of the Township's electric and natural gas service usage contracts and associated costs; and,

**WHEREAS**, the Board now wishes to authorize the execution of an Energy Management Agreement engaging the services of Trebel for the above and related purposes.

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** by the Board as follows:

**SECTION I:**

The Energy Management Agreement with Trebel, a copy of which is attached hereto as Exhibit "A", is hereby approved.

**SECTION II:**

All formal actions of this Board concerning and relating to the passage of this Resolution were adopted in an open meeting of the Board, and all deliberations of this Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including R.C. § 121.22.

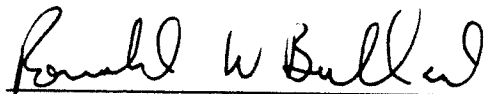
**SECTION III:**

This Resolution shall be in full force and effect immediately upon adoption & an executed copy of a certification/affidavit in compliance with ORC Section 3517.15

\_\_\_\_\_ Panzarella \_\_\_\_\_ seconded the motion.

Voted on and signed this 11<sup>th</sup> day of February, 2013 in Berlin Township, Delaware County, Ohio.

**BOARD OF TRUSTEES, BERLIN TOWNSHIP,  
DELAWARE COUNTY, OHIO,**



Ronald W. Bullard  
Trustee

2-11-2013

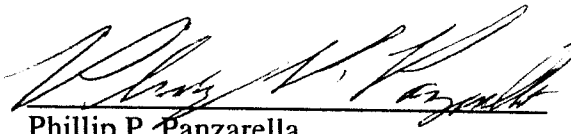
Date



Tom D'Amico  
Trustee

2-11-13

Date



Phillip P. Panzarella

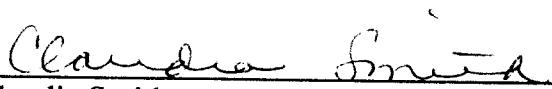
2-12-13

Date

State of Ohio, Delaware County

I, the undersigned Township Fiscal Officer of Berlin Township, Delaware County, Ohio ("Township"), certify that the foregoing Resolution No. 2013-02-05 is taken and copied from the record of proceedings of the Township, and that it has been compared by me with the resolution on the record and is a true copy. Further, I certify that the adoption of such resolution occurred in an open meeting held in compliance with section 121.22 of the Revised Code.

Date: 2/11/13

  
\_\_\_\_\_  
Claudia Smith,  
Berlin Township Fiscal Officer  
Berlin Township, Delaware County, Ohio



**CERTIFICATION/AFFIDAVIT IN COMPLIANCE WITH O.R.C. SECTION 3517.13**

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STATE OF Ohio

COUNTY OF Delaware, ss:

Personally appeared before me the undersigned, a representative of the prospective contractor on behalf of Berlin Township for a contract for the purchase of goods and/or services to be let by the Township/County of Delaware, Ohio who, being duly cautioned and sworn, makes the following statement with respect to prohibited activities constituting a conflict of interest or other violations under section 3517.13 of the Ohio Revised Code, and further states that the undersigned has the authority to make the following representation on behalf of the entity if the undersigned as an individual is not the contractor himself or herself:

1. On behalf of the individual, partnership or other unincorporated business, association, estate, or trust that all of the following persons, if applicable, are in compliance with 3517.13 (I)(1)<sup>1</sup>:

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<sup>1</sup> O.R.C. § 3517.13(I)(1)(a) provides:

[N]o political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year, to any individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785. of the Revised Code, estate, or trust if any of [those persons listed in ¶ 1, a-h] . . . has made, as an individual, within the previous twenty-four months, one or more contributions totaling in excess of one thousand dollars to the holder of the public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee.

O.R.C. § 3517.13(I)(1)(b) prohibits award of such a contract

[I]f **any combination** of the following has made, within the previous twenty-four months, one or more contributions totaling in excess of two thousand dollars to the holder of the public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee: (i) The individual; (ii) Any partner or owner of the partnership or other unincorporated business; (iii) Any shareholder of the association; (iv) Any administrator of the estate; (v) Any executor of the estate; (vi) Any trustee of the trust; (vii) The spouse of any person identified in divisions (I)(1)(b)(i) to (vi) of this section; (viii) Any child seven years of age through seventeen years of age of any person identified in divisions (I)(1)(b)(i) to (vi) of this section; (ix) Any political action

- b. each spouse of an owner of more than twenty per cent of the corporation or business trust;
- c. each child seven years of age to seventeen years of age of an owner of more than twenty per cent of the corporation or business trust;
- d. any combination of persons identified in (a) through (c) of this section.

CONTRACTOR:

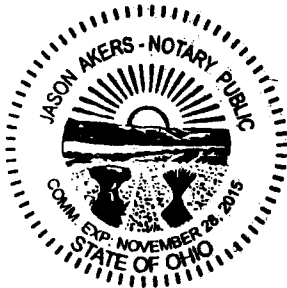
SIGNATURE: \_\_\_\_\_

NAME: Scott Belcastro

TITLE: Principal

DATE: 2-12-2013

Sworn to before me and subscribed in my presence by the above named person this 12  
day of February, 20 13.



NOTARY PUBLIC: \_\_\_\_\_

My Commission Expires: Nov 28, 2015

# Competitive Retail Electric Service Affidavit

County of DELAWARE

State of Ohio :

RON BULLARD / BERCOW TOWNSHIP, Affiant, being duly sworn/affirmed, hereby states that:

1. The information provided within the certification or certification renewal application and supporting information is complete, true, and accurate to the best knowledge of affiant, and that it will amend its application while it is pending if any substantial changes occur regarding the information provided.
2. The applicant will timely file an annual report of its intrastate gross receipts, gross earnings, and sales of kilowatt-hours of electricity pursuant to Sections 4905.10(A), 4911.18(A), and 4928.06(F), Ohio Revised Code.
3. The applicant will timely pay any assessment made pursuant to Sections 4905.10, 4911.18, and 4928.06(F), Ohio Revised Code.
4. The applicant will comply with all applicable rules and orders adopted by the Public Utilities Commission of Ohio pursuant to Title 49, Ohio Revised Code.
5. The applicant 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 will fully comply with Section 4928.09, Ohio Revised Code regarding consent to the jurisdiction of Ohio Courts and the service of process.
7. The applicant will comply with all state and/or federal rules and regulations concerning consumer protection, the environment, and advertising/promotions.
8. The applicant 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 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, 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.
11. The Applicant will inform the Public Utilities Commission of Ohio of any material change to the information supplied in the application within 30 days of such material change, including any change in contact person for regulatory purposes or contact person for Staff use in investigating consumer complaints.

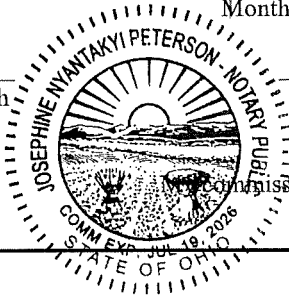
12. The facts set forth above are true and accurate to the best of his/her knowledge, information, and belief and that he/she expects said applicant to be able to prove the same at any hearing hereof.

13. Affiant further sayeth naught.

Ronald W Bullard / Trustee  
Signature of Affiant & Title

Sworn and subscribed before me this 22<sup>nd</sup> day of September 2023  
Month Year

[Signature]  
Signature of official administering oath



Josephine Peterson / Assistant Branch Manager  
Print Name and Title

commission expires on 07/19/2023

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

**9/26/2023 11:30:53 AM**

**in**

**Case No(s). 13-2024-EL-GAG**

**Summary: In the Matter of the Application of Berlin Township (Delaware County)**