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November 20, 2009

PUCO

Chief of Docketing  
Public Utilities Commission of Ohio  
Docketing Division, 13<sup>th</sup> Floor  
180 East Broad Street  
Columbus, Ohio 43215-3793

**RE: Electric Governmental Aggregator Certification Renewal Application for  
West Chester Township (Case Number 05-1518-EL-GAG)**

Enclosed please find an original and ten copies of the renewal application for certification  
as a Governmental Aggregator of Electricity for West Chester Township.

Independent Energy Consultants, Inc. is providing aggregation consulting services to  
West Chester Township and is filing this application on their behalf.

If you have any additional needs or questions, please call me at 330 995-2675 or email me  
at [mburns@naturalgas-electric.com](mailto:mburns@naturalgas-electric.com).

Sincerely,

Mark R. Burns  
President

Enclosures

This is to certify that the images appearing are an  
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*The Public Utilities Commission of Ohio*

<b>Original GAG Case Number</b>	<b>Version</b>
<b>05 - 1518 -EL-GAG</b>	<b>August 2004</b>

## **RENEWAL APPLICATION FOR 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 West Chester Township Ohio

Address 9113 Cincinnati-Dayton Road, West Chester, Ohio 45069

PUCO Certificate # and Date Certified 06-133(2) 1/8/2008

Telephone # (513) 777-5900 Web site address (if any) www.westchesteroh.org

#### **A-2 Exhibit A-2 "Authorizing Ordinance" provide a copy of the ordinance or resolution authorizing the formation of a governmental aggregation program adopted pursuant to Section 4928.20(A) of the Revised Code.**

#### **A-3 Exhibit A-3 "Operation and Governance Plan" provide a copy of the applicant's current plan for operation and governance of its aggregation program adopted pursuant to Section 4928.20(C) of the Revised Code. The Operation and Governance Plan explained in Exhibit A-3 should include:**

- Terms and conditions of enrollment including:
  - Rates
  - Charges
  - Switching fees, if any
- Policies associated with customers moving into/out of aggregation area
- Billing procedures
- Procedures for handling complaints and disputes including the toll-free telephone number and address for customer contacts

A-4 **Exhibit A-4 Automatic Aggregation Disclosure - "Opt-out Form"** provide a copy of the disclosures/"opt-out" required by Section 4928.20(D) of the Revised Code, if its aggregation program provides for automatic aggregation in accordance with Section 4928.20(A) of the Revised Code. If the opt-out is in draft form, docket the final opt-out (including beginning and ending dates of the 21-day -out period and the selected CRES supplier) with the Commission within 10 days prior to providing or offering service. See #12 in the attached Affidavit .

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

Name Mark Burns  
Title President Independent Energy Consultants, Inc.  
Business address 820 Deepwoods Drive Aurora, Ohio 44202  
Telephone # (330) 995-2675 Fax # (216) 274-9176  
E-mail address (if any) mburns@naturalgas-electric.com

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

Name Mark Burns  
Title President Independent Energy Consultants, Inc.  
Business address 820 Deepwoods Drive Aurora, Ohio 44202  
Telephone # (330) 995-2675 Fax # (216) 274-9176  
E-mail address (if any) mburns@naturalgas-electric.com

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

Customer Service address 820 Deepwoods Drive Aurora, Ohio 44202  
Toll-free Telephone # (888) 862-6060 Fax # (216) 274-9176  
E-mail address (if any) info@naturalgas-electric.com

Timothy C. Borko Township Administrator 11/17/09  
Signature of Applicant & Title

Sworn and subscribed before me this 17<sup>th</sup> day of November 2009 Year  
Month

Patricia Williams  
Signature of official administering oath

PATRICIA WILLIAMS FISCAL OFFICER  
Print Name and Title NOTARY



My commission expires on Nov. 20, 2011  
PATRICIA WILLIAMS, NOTARY PUBLIC  
In and for the State of Ohio  
My Commission Expires Nov. 20, 2011

# **AFFIDAVIT**

State of Ohio : West Chester  
ss.

County of Butler : (Town) Township

Judith C. Boyko, Affiant, being duly sworn/affirmed according to law, deposes and says that:

He/She is the Administrator (Office of Affiant) of West Chester Township (Name of Applicant);

That he/she is authorized to and does make this affidavit for said Applicant,

1. The Applicant herein, attests under penalty of false statement that all statements made in the application for certification renewal are true and complete and that it will amend its application while the application is pending if any substantial changes occur regarding the information provided in the application.
2. The Applicant herein, attests it will timely file an annual report with the Public Utilities Commission of Ohio of its intrastate gross receipts, gross earnings, and sales of kilowatt-hours of electricity pursuant to Division (A) of Section 4905.10, Division (A) of Section 4911.18, and Division (F) of Section 4928.06 of the Revised Code.
3. The Applicant herein, attests that it will timely pay any assessments made pursuant to Sections 4905.10, 4911.18, or Division F of Section 4928.06 of the Revised Code.
4. The Applicant herein, attests that it will comply with all Public Utilities Commission of Ohio rules or orders as adopted pursuant to Chapter 4928 of the Revised Code.
5. The Applicant herein, attests that it will cooperate fully with the Public Utilities Commission of Ohio, and its Staff on any utility matter including the investigation of any consumer complaint regarding any service offered or provided by the Applicant.
6. The Applicant herein, attests that it will fully comply with Section 4928.09 of the Revised Code regarding consent to the jurisdiction of Ohio Courts and the service of process.
7. The Applicant herein, attests that it will comply with all state and/or federal rules and regulations concerning consumer protection, the environment, and advertising/promotions.
8. The Applicant herein, attests that it will use its best efforts to verify that any entity with whom it has a contractual relationship to purchase power is in compliance with all applicable licensing requirements of the Federal Energy Regulatory Commission and the Public Utilities Commission of Ohio.
9. The Applicant herein, attests that it will cooperate fully with the Public Utilities Commission of Ohio, the electric distribution companies, the regional transmission entities, and other electric suppliers in the event of an emergency condition that may jeopardize the safety and reliability of the electric service in accordance with the emergency plans and other procedures as may be determined appropriate by the Commission.
10. If applicable to the service(s) the Applicant will provide, the Applicant herein, attests that it will adhere to the reliability standards of (1) the North American Electric Reliability Council (NERC), (2) the appropriate regional reliability council(s), and (3) the Public Utilities Commission of Ohio. (Only applicable if pertains to the services the Applicant is offering)

11. The Applicant herein, attests that it will inform the Commission of any material change to the information supplied in the renewal application within 30 days of such material change, including any change in contact person for regulatory purposes or contact person for Staff use in investigating customer complaints.
12. The Applicant herein, attests that if the opt-out is in draft form, the Applicant will docket the final opt-out (including beginning and ending dates of the 21-day -out period and the selected CRES supplier) with the Commission within 10 days prior to providing or offering service.

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

*Robert C. Bafko*  
Signature of Affiant & Title

Sworn and subscribed before me this 17<sup>th</sup> day of November, 2009 Year  
Month

*Patricia Williams*  
Signature of official administering oath

Patricia Williams, FISCAL OFFICER  
Print Name and Title

My commission expires on \_\_\_\_\_



PATRICIA WILLIAMS, NOTARY PUBLIC  
In and for the State of Ohio  
My Commission Expires Nov. 20, 2011

**WEST CHESTER TOWNSHIP EXHIBIT A-2 "AUTHORIZING ORDINANCE"**

**RESOLUTION NO. 23 - 2005**

\*\*\*\*\*

**RESOLUTION AUTHORIZING ALL ACTIONS NECESSARY TO EFFECT A  
GOVERNMENTAL ELECTRICITY AGGREGATION PROGRAM WITH OPT-OUT  
PROVISIONS PURSUANT TO SECTION 4928.20, OHIO REVISED CODE, DIRECTING  
THE BUTLER COUNTY BOARD OF ELECTIONS TO SUBMIT A BALLOT QUESTION TO  
THE ELECTORS AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR SUCH  
PURPOSES.**

**WHEREAS**, the Ohio Legislature has enacted electric deregulation legislation ("Am. Sub. S.B. No. 3") which authorizes the legislative authorities of municipal corporations, townships and counties to aggregate the retail electrical loads located in the respective jurisdictions and to enter into service agreements to facilitate for those loads the purchase and sale of electricity; and,

**WHEREAS**, governmental aggregation provides an opportunity for residential and small business customers collectively to participate in the potential benefits of electricity deregulation through lower electric rates which they would not otherwise be able to have individually; and,

**WHEREAS**, this Board of Trustees seeks to establish a governmental aggregation program with opt-out provisions pursuant to Section 4928.20, Ohio Revised Code (the "Aggregation Program"), for the residents, businesses and other electric consumers in the Township and in conjunction jointly with any other political subdivision of the State of Ohio, as permitted by law.

**NOW THEREFORE, BE IT RESOLVED** that the West Chester Township Board of Trustees does hereby agree to:

**SECTION 1.** Find and determine that it is in the best interest of the Township, its residents, businesses and other electric consumers located within the Township limits to establish the Aggregation Program in the Township. Provided that this Resolution and the Aggregation Program is approved by the electors of the Township pursuant to Section 2 of this Resolution, the Township is hereby authorized to aggregate in accordance with Section 4928.20, Ohio Revised Code, the retail electrical loads located within the Township, and, for that purpose, to enter into service agreements to facilitate for those loads the sale and purchase of electricity. The Township may exercise such authority jointly with any other political subdivision of the State of Ohio using an energy broker, consultant and/or aggregator certified by the Public Utilities Commission of Ohio, to the full extent permitted by law, and for such purpose, the Administrator is hereby authorized to execute and deliver a brokerage agreement. The aggregation will occur automatically for each person owning, occupying, controlling, or using an electric load center proposed to be aggregated and will provide for the opt-out rights described in Section 3 of this Resolution.

**SECTION 2.** Direct the Board of Elections of Butler County to submit the following question to the electors of the Township at the general election on November 8, 2005.

Shall West Chester Township have the authority to aggregate the retail electric loads located in the Township, and for that purpose, enter into service agreements to facilitate for those loads the sale

WEST CHESTER TOWNSHIP EXHIBIT A-2  
" AUTHORIZING ORDINANCE "

and purchase of electricity, such aggregation to occur automatically except where any person elects to opt out, all in accordance with Section 4928.20 of the Ohio Revised Code?

The Clerk of this Board of Trustees is instructed immediately to file a certified copy of this Resolution and the proposed form of the ballot question with the County Board of Elections not less than seventy-five (75) days prior to November 8, 2005. The Aggregation Program shall not take effect unless approved by a majority of the electors voting upon this Resolution and the Aggregation Program provided for herein at the election held pursuant to this Section 2 and Section 4928.20, Ohio Revised Code.

**SECTION 3.** Upon the approval of a majority of the electors voting at the general election provided for in Section 2 of this Resolution, this Board of Trustees individually or jointly, shall develop a plan of operation and governance for the Electric Aggregation Program. Before adopting such plan, this Board of Trustees shall hold at least two public hearings on the plan. Before the first hearing, notice of the hearings shall be published once a week for two consecutive weeks in a newspaper of general circulation in the Township. The notice shall summarize the plan and state the date, time, and location of each hearing. No plan adopted by this Board of Trustees shall aggregate the electrical load of any electric load center within the Township unless it in advance clearly discloses to the person owning, occupying, controlling, or using the load center that the person will be enrolled automatically in the Aggregation Program and will remain so enrolled unless the person affirmatively elects by a stated procedure not to be so enrolled. The disclosure shall state prominently the rates, charges, and other terms and conditions of enrollment. The stated procedure shall allow any person enrolled in the Aggregation Program the opportunity to opt out of the program every two years, without paying a switching fee. Any such person that opts out of the Aggregation Program pursuant to the stated procedure shall default to the standard service offer provided under division (a) of Section 4928.14 or division (d) of Section 4928.35, Ohio Revised Code until the person chooses an alternative supplier.

**SECTION 4.** Find and determine that all formal actions of this Board of Trustees concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board of Trustees and that all deliberations of this Board of Trustees and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

**SECTION 5.** Authorize and direct the Administrator to enter into an agreement for consulting services and any other required services related to electric utility deregulation for West Chester Township, and ratifying any such services heretofore performed.


Adopted this 12th day of July, 2005.

  
Jose Alvarez, President

Yes  
Yes / No

  
George Lang, Vice President

YES  
Yes / No

  
Catherine Stoker, Trustee

Yes  
Yes / No

WEST CHESTER TOWNSHIP EXHIBIT A-2 "AUTHORIZING ORDINANCE"

**ATTEST:**

Patricia Williams  
Patricia Williams, Township Clerk

**APPROVED AS TO FORM:**

Donald L. Crain  
Donald L. Crain, Law Director



West Chester Township  
Exhibit A-2  
"Authorizing Ordinance"  
Election Results

**19 WEST CHESTER TWP - ELECTRIC**

	Total	
Number of Precincts	47	
Precincts Reporting	47	100.0 %
Total Votes	17903	
YES	10316	57.62%
NO	7587	42.38%

**20 WEST CHESTER TWP - GAS**

	Total	
Number of Precincts	47	
Precincts Reporting	47	100.0 %
Total Votes	17765	
YES	10482	59.00%
NO	7283	41.00%

**21 COLLEGE CORNER LOCAL SCHOOL**

# **WEST CHESTER TOWNSHIP ELECTRIC AGGREGATION PROGRAM**

## **PLAN OF OPERATION AND GOVERNANCE**

For additional information contact:  
Mark R. Burns, President  
Independent Energy Consultants, Inc.  
Ph: (330) 995-2675



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## West Chester Township Exhibit A-3 "Operation and Governance Plan"

### 1. Purpose of Electric Aggregation Program & Services

This aggregation plan has been developed in compliance with Ohio Revised Code, Section 4928.20 regarding governmental aggregation of electric service. That section of the Code defines two different types of aggregation that may be enacted by a governmental entity; opt-in aggregation and opt-out aggregation. The Township of West Chester ("the Township") will administer an opt-out aggregation program that will automatically include all eligible electric accounts receiving a beneficial offer from a Competitive Retail Electric Service Supplier (CRES Supplier). Those customers will be given prior notice entitling them to affirmatively elect not to be part of the Program.

The Township passed the necessary resolution to place the issue of Opt-out Governmental Aggregation of electricity on the November 8, 2005 ballot. The ballot issue subsequently passed by a wide margin, receiving approximately 58 percent of the votes. The Township will follow the Plan of Operation and Governance ("Plan") outlined below. This Plan was adopted after two public hearings were held in accordance with section 4928.20 (C) of the Ohio Revised Code.

The Township's Aggregation Program ("Program") seeks to aggregate the retail electric loads of consumers located in the Township to negotiate the best rates for the generation supply of electric power. With a Township population of approximately 60,000 the Program has the potential to combine approximately 26,000 residential accounts and small commercial accounts into a buying group that will be attractive to a Competitive Retail Electric Service Supplier (CRES Supplier). Participation in the Program is voluntary. Any individual customer (Member) has the opportunity to decline to be a member of the aggregation program and to return to the Duke Energy standard offer of service or to enter into a power supply contract with any CRES Supplier.

Residential and small commercial electric customers often lack the ability to effectively negotiate electric supply services. The Township's Program provides them an opportunity to benefit from professional representation and bargaining power achieved through an aggregation program.

The aggregation program is designed to reduce the amount Members pay for electric energy and to gain other favorable terms of service. The Township will not buy and resell the power to the Program Members. Instead, the Township will competitively bid and negotiate a contract with a CRES Supplier to provide firm, all-requirements generation service to the Members of the aggregation program.

Due to the complexity of deregulation of the electric utility industry, the Township has entered into contract with Independent Energy Consultants, Inc. (Independent Energy Consultants), a PUCO certified broker and aggregator of natural gas and electricity. Among other things, Independent Energy Consultants will provide these consulting services:

- Draft and assist in maintaining this Plan of Operation and Governance
- Lead the required Public Hearings and attend Board of Trustees meetings

## West Chester Township Exhibit A-3 "Operation and Governance Plan"

- Assist the Township in the day-to-day administration of program (problem resolution, press releases, PUCO compliance, supplier liaison, contract review, etc.)
- Administer the Request for Proposal process, analyze supplier responses and provide recommendations for the supply agreement
- To review customer data provided by Duke Energy that would serve as the basis for an opt-out notice
- To write/prepare reports on a quarterly/annual basis to the Township, PUCO, PUCO's Market Monitoring division, and the Ohio Consumers' Counsel.

## 2. Determination of Rates and Other Charges

### 2.1. Rates

Through the efforts of its consultant, Independent Energy Consultants, Inc., the Township will seek proposals from CRES suppliers. The request for proposals shall require the suppliers to offer a generation charge for firm, full-requirements supply. CRES Providers will bid by Duke Energy customer rate classification or customer class. CRES Providers will be encouraged to bid on as many electric accounts as possible, but it is recognized that from a practical standpoint it is not likely that bids will be received for larger commercial and industrial accounts that require interval metering and individual price analysis. Furthermore, a CRES Provider may not be able to beat Duke Energy's tariff rates for all customer classes and/or rate schedules. The prices to be charged to Members in the Program will be set by Township Trustees after negotiations with the selected CRES Supplier. Members will be notified of the rates and terms of the Program through a direct mailing sent to each eligible resident and business within the Township limits. Once offers are found a table similar to the one shown below will be populated to reflect the offer rates.

<b>Duke Energy Rate Schedule</b>	<b>CRES Supplier Offer Cents/kWh</b>
RS – Residential Service	To be determined
DM01 – Secondary Distribution Service	To be determined
Other	To be determined

### 2.2 Charges

Neither the Township nor the selected Supplier will impose any terms, conditions, fees, or charges on any Member served by the governmental aggregation unless the particular term, condition, fee, or charge is clearly disclosed to the Member at the time the Member chose not to opt-out of the aggregation

Duke Energy will continue to bill for Late Payment, Delivery Charges, Transition Charges and Monthly Service Fee, etc. These charges apply whether or not a Member switches to the Program's CRES supplier. Switching generation suppliers will not result in any new charges billed to the Member.

## **West Chester Township Exhibit A-3 "Operation and Governance Plan"**

### **2.3 Switching Fees**

Beginning January 1, 2006 Duke Energy will charge CRES suppliers a fee of \$7 per customer enrollment. There are no switching fees billed directly to customers.

### **2.4 Early Termination Fee**

Members may terminate their agreement without penalty if they relocate outside of the Township. Members that leave for other reasons may be assessed an early termination fee by CRES supplier. Early termination fees are standard in most electric contracts. The Township will negotiate with the CRES supplier to ensure that any early termination fee assessed is reasonable and clearly stated in the opt-out disclosure notice.

## **3. Process for Providing Opt-Out Disclosure Notices**

When a successful supply offer is found the Township shall order the eligible customer list from Duke Energy. Duke Energy shall turn over the list to the Township or its consultant upon request. Once the list is obtained, it will be shared with the selected CRES supplier and they will have 30 days from the Township's receipt of the data to mail the opt-out notices to all eligible Members receiving an offer.

The selected CRES supplier will be required to pay for printing and mailing of opt-out disclosure notices. The notices will be mailed to the owner or occupant residing at the electric account mailing address shown on Duke Energy's customer list. A Township official will sign the notice and it will contain the Township's name and logo on the outside to clearly indicate to the recipient that it is a notice from the Township.

Prior to mailing opt-out notices a thorough review will be performed to see that all eligible Members receiving an offer are sent the notice. The review process will include the efforts of numerous parties and utilize a number of resources as specified in section four of this plan.

Following acceptance of an offer by the Township, the CRES supplier will mail opt-out notices to eligible Members. Members will have 21 days from the postmark date on the notice to postmark the return opt-out card if they do not wish to participate in the Township's program.

In the event that an eligible Member is inadvertently not sent an opt-out notice and is omitted from the Program, the CRES supplier shall, upon request, enroll the eligible Member at the group rate for the remaining term.

## **4. Determination of Eligible Customer Pool**

Under the opt-out aggregation provisions, all eligible electric consumers within the Township will be automatically included in the Program. However, such customers will be given prior notice entitling them to affirmatively elect not to be part of the Program.

## West Chester Township Exhibit A-3 "Operation and Governance Plan"

Prior to mailing opt-out notices a thorough review will be performed to see that all ineligible customers are excluded. The review process will include the efforts of numerous parties and utilize a number of resources:

- Duke Energy will query their customer database using best efforts to capture all accounts within the Township limits. If desired, the Township is entitled to request Duke Energy analyze the data, for an additional fee, to ensure that no one outside Township limits appears in the data;
- The Township's consultant working with the CRES supplier, available Township resources and publicly available material shall screen out customers who are not located within the Township limits. Those resources may include any or all of the following: Property records, water and/or sewer records, fire and/or police department address records, 911 address records, street listings, Township maps, internet maps, county parcel mapping databases, and outside consulting services specializing in geographical information systems (GIS).
- Ineligible accounts will be screened out based on codes provided in the Duke Energy data.
- The data shall be reviewed to see that all zip codes have been included, all streets included, all customer classes, all customer rate schedules, and finally that an expected total for a community of this population was turned over.
- Any suspected omissions will be reported to Duke Energy along with a request to furnish that data.

### 5. Opt-Out Process

The Township is using an Opt-Out form of Governmental Aggregation pursuant to section 4928.20 of the Ohio Revised Code. Any such person that opts-out of the aggregation program pursuant to stated procedure will default to the standard service offer provided by Duke Energy until the person chooses an alternative supplier.

When a successful supply offer is found the Township shall order the eligible customer list from Duke Energy. Duke Energy shall turn over the list to the Township or its consultant upon request. Once the list is obtained, it will be shared with the selected CRES supplier and they will have 30 days from the Township's receipt of the data to mail the opt-out notices to all eligible Members receiving an offer.

The selected CRES supplier and the Township will agree upon the format of the opt-out notice and will docket a sample with the PUCO at least ten days prior to mailing it to eligible Members.

The selected CRES supplier will be required to pay for printing and mailing of opt-out disclosure notices. The notices will be mailed to the owner or occupant residing at the electric account mailing address shown on Duke Energy's customer list. A Township official will sign the notice and it will contain the Township's name and logo on the outside to clearly indicate to the recipient that it is a notice from the Township.

Prior to mailing opt-out notices a thorough review will be performed to see that all eligible Members receiving an offer are sent the notice. The review process will include the efforts

## West Chester Township Exhibit A-3 "Operation and Governance Plan"

of numerous parties and utilize a number of resources as specified in section four of this plan.

Following acceptance of an offer by the Township, the CRES supplier will mail opt-out notices to eligible Members receiving an offer. Members will have 21 days from the postmark date on the notice to postmark the return opt-out card if they do not wish to participate in the Township's program. Members may also call the CRES supplier's toll-free recorded phone number to opt-out. The selected CRES supplier will not enroll those accounts opting out from the Program.

In the event that an eligible Member is inadvertently not sent an opt-out notice and is omitted from the Program, the CRES supplier shall, upon request, enroll the eligible Member at the group rate for the remaining term.

All members of the Program will also be given an opportunity to opt-out without penalty at least once every three years.

### Procedure Steps:

1. The selected CRES supplier and the Township will agree upon the format of the opt-out notice and will docket a sample with the PUCO at least ten days prior to mailing it to eligible Members.
2. The selected supplier will distribute an Opt-Out Form to all eligible Members via first class U.S. Mail;
3. Recipients will have 21 days from the postmark on the notice to notify the selected CRES supplier if they do not want to be part of the program;
4. Members will be able to opt-out by (i) returning an opt-out card via U.S. Mail to the selected CRES supplier, and possibly by (ii) making a toll-free recorded phone call to the CRES supplier informing them of their intention to opt-out
5. Additionally, Members who do not opt-out per step 4 above will receive written notification from Duke Energy stating that they are about to be switched. That notice will inform them that they have 7 days to rescind the contract by contacting Duke Energy; and
6. The selected CRES supplier will not enroll those accounts opting out from the Program.

The opt-out notice will clearly notify the Program Members of the rates to be charged for electricity and other terms of the contract with the selected supplier. The notice will also satisfy the requirements for disclosing the environmental impact of the generation sources used to supply the program.

### **6. Customer Classes Included**

All eligible Members are included in the Program but the selected CRES supplier's offer will determine which groups receive an offer and opt-out notice. It is envisioned that residential and small commercial customers supplied by Duke Energy within the Township limits are the most likely to receive an offer. The specific rate schedules will be identified in Section 2 of this Plan of Operation.



## West Chester Township Exhibit A-3 "Operation and Governance Plan"

In addition to having a rate schedule listed in Section 2, the following eligibility requirements apply.

- Customers must be up to date with their bill payment;
- Customers must not have not Opted-out of the Program;
- Customers must not be on the Do Not Aggregate List;
- Customers must not be supplied generation service from another CRES provider;
- Customers must not be in the Percentage of Income Payment Program (PIPP);
- Commercial Customers must have a Peak Demand of less than 100 kW;
- Commercial Customers must not have interval metering; and
- Customers must meet the eligibility requirements of a specific supplier offer, which may include a limitation based on their estimated Price to Compare from Duke Energy.

### **7. Billing Procedures**

The Township will utilize the coordinated billing services of Duke Energy and the selected CRES supplier. Most customers are expected to receive a single bill from Duke Energy that itemizes among other things, the cost of generation provided by the CRES supplier. In some instances, particularly for commercial accounts, the CRES supplier may request that dual billing may be used. In this case the supplier would issue a bill for their supply service and Duke Energy would issue a bill for their delivery services.

Members currently on budget billing will continue to be budget billed. Duke Energy's process will remain the same and the new CRES Supplier rate would be incorporated on a rolling 12-month basis. Members wishing to start budget billing should contact Duke Energy. The process will take place in accordance with Duke Energy's policy and is not unique to the Township's Program.

Members are required to remit and comply with the payment terms of Duke Energy and/or their supplier if dual billing is used. This Program will not be responsible for late or no payment on the part of any of its members. Furthermore, slow or no payment on the part of some Members will not adversely impact the rates charged to other Members. The selected Supplier shall not charge more than 1 ½ percent per month for overdue balances owed to the selected Supplier.

### **8. Credit/Deposit Requirements**

Collection and credit procedures remain the responsibility of Duke Energy, the selected Supplier and the individual Member. Members are required to remit and comply with the payment terms of Duke Energy. This Program will not be responsible for late or no payment on the part of any of its Members. The Township will have no separate credit or deposit policy.

### **9. Procedures for Handling Customer Complaints and Dispute Resolution**

Members have multiple means of addressing complaints. As a general rule, concerns

## West Chester Township Exhibit A-3 "Operation and Governance Plan"

regarding service reliability should be directed to Duke Energy, questions regarding the Program administration should go to the Township, billing questions should be directed to Duke Energy/the selected supplier and any unresolved disputes should be directed to the Public Utilities Commission of Ohio and/or The Ohio Consumers' Counsel. Listed below is a table of toll-free numbers for members to call for assistance.

Nature of Complaint	Contact	Phone Number
Service interruptions or emergencies	Duke Energy	1-800-543-5599
Service turn on/off	Duke Energy	1-800-544-6900
Billing disputes – Delivery Charges	Duke Energy	1-800-544-6900
Billing disputes – Supplier charges	TBD	TBD
Joining/Leaving Program	TBD	TBD
Aggregation Program Questions	West Chester Township Independent Energy Consultants	(513) 777-5900 1-888-862-6060
Unresolved Disputes	Public Utilities Comm. (voice)	1-800-686-7826
Unresolved Disputes	Public Utilities Comm. TDD/TTY	1-800-686-1570
General Information – residential	Ohio Consumers' Counsel	1-877-742-5622

### 10. Moving Into/Within the Township of West Chester

Utility rules require that people moving into a different residence, new construction or otherwise, be assigned a new account number and be served for at least one month by the local utility before they can switch to a new supplier. The above-mentioned are examples of utility rules approved by the PUCO that will impact the operation of West Chester's aggregation program.

Residents and businesses that move into the Township will not be automatically included in the Township's Program. The Township cannot guarantee the rates, terms and conditions to Members enrolling after the 21-day opt-out period of the initial enrollees. Members wishing to opt-in to the Program may contact the Township or the CRES supplier to obtain enrollment information. There is, however, no guarantee that customers opting-in

at a later date will receive the same price, terms and conditions as did the initial participants. The selected CRES supplier's decision whether or not to extend an offer will be based, in part, on the market prices at the time of request.

Members who move within the Township limits and are assigned a new account number by Duke Energy will be treated in the same manner as a new resident. They will not be automatically enrolled, but may contact the CRES supplier concerning re-enrollment. Once again, there is no guarantee that the CRES Supplier will extend an offer, or an offer that is the same as that of the initial enrollees.

### **11. Moving Within the Township and Maintaining the Same Account Number**

The selected CRES Supplier shall continue service at the same rate and under the same terms and conditions for any Member who relocates within the Township prior to the expiration of the contract term, providing that the Member notifies the CRES Supplier of their desire to do so with thirty (30) days written notice. Moving within the Township may cause the Member to be served for a brief period of time by the local utility. The CRES supplier shall have the right to bill the participant for any associated switching fee imposed by Duke Energy.

### **12. Joining the Aggregation Group after Opting-Out**

Members who have left the aggregation group and wish to rejoin at a later date are treated in the same manner as new residents moving into West Chester. These customers may contact the Township or the CRES supplier at any time to obtain enrollment information. There is however, no guarantee that customers opting-in at a later date will receive the same price, terms and conditions as did the initial participants.

### **13. Reliability of Power Supply**

The Program will only affect the generation source of power. Duke Energy will continue to deliver power through their transmission and distribution systems. Responsibility for maintaining system reliability continues to rest with Duke Energy. If Members have service reliability problems they should contact Duke Energy for repairs. The PUCO has established "Minimum Reliability Standards" for all utilities operating distribution systems in Ohio. Customer outages, duration of outages, interruptions, etc., are monitored to ensure reliability remains at satisfactory levels.

In addition to maintaining the "wires" system, Duke Energy is required to be the "Provider of Last Resort." This means, should the selected CRES supplier fail for any reason to deliver any or all of the electricity needed to serve the Members needs, Duke Energy will immediately provide for the shortfall. Duke Energy would then bill the supplier for the power provided on their behalf. The Members would incur no additional cost.

### **14. Supplier Qualification Selection Criteria**

Only Suppliers meeting strict criteria will be considered.

- Suppliers will need to be certified by the Public Utilities Commission of Ohio
- Registered with Duke Energy Corporation to do business in their service territory. Both the certification and registration ensure that Suppliers possess the managerial, technical, and financial competence to perform the services they offer.
- Successfully completed Electronic data Interchange (EDI) computer system testing with Duke Energy to support Governmental Aggregation Program transactions.
- Agree to hold harmless the Township from any financial obligations arising from the Program.
- The selected CRES supplier will need to agree to notify the Township and negotiate with the Township at least 60 days in advance of attempting to terminate the

West Chester Township Exhibit A-3 "Operation and Governance Plan"  
agreement for any reasons other than (i) the scheduled end date or (ii) Force  
Majeure.

- The selected CRES supplier shall demonstrate its creditworthiness by possessing an investment grade long-term bond ratings from at least two of the following rating agencies:

Standard & Poors	BBB or Higher
Moody's Investors' Services	Baa3 or Higher
Fitch ICBA	BBB or Higher
Duff & Phelps	BBB or Higher

Should the CRES supplier be unable to demonstrate its creditworthiness, the supplier will be required to provide:

- a Letter of Credit; or
- a Parental Guaranty from a company that is deemed creditworthy; or
- a Surety Bond.
- Details of the credit type and amount will be subject to negotiation.

## **15. Miscellaneous**

The Township will maintain a copy of this Plan of Operation and Governance on file at its Administrative office. This Plan will be kept available for public inspection. It will, upon request, be copied for any existing or potential Members of the aggregation in accordance with the Township rules for copying public documents.

The Township will not materially alter this Plan of Operation and Governance without first notifying its Members.

The Township or the selected CRES supplier will not issue an opt-out notice before the Township has obtained its certification as a Governmental Aggregator of electricity from the Public Utilities Commission of Ohio.

The success of the Township's Aggregation Program relies in part on the cooperation it receives from Duke Energy. In addition to other tasks, Duke Energy must turn over accurate customer data and perform the customer switching process in a timely manner. The Township will comply with PUCO rules, and will hold Duke Energy to its obligations under the same.

The Electric Aggregation Program may be terminated upon the termination or expiration of the supply contract without any extension, renewal or subsequent supply contract being negotiated. Each individual Member receiving electric supply service under the Program will receive notification 45-90 days prior to termination of the Program. In the event of termination, Members in the Township aggregation program would either return to Duke Energy supply service or choose a CRES supplier on their own.

If the Township is unable to find a satisfactory offer at the end of an existing supply agreement, they have the option of maintaining their status as a Governmental Aggregator while they continue to seek offers for their Members.

## West Chester Township Exhibit A-4 "Automatic Aggregation Disclosure"

<Township letterhead and/or logo>

CRES supplier name  
CRES supplier address

<Date>

Dear West Chester Township Resident:

I am pleased to announce that the West Chester Township Trustees and I have selected <CRES Supplier> as the electric supplier for our Governmental Aggregation Program. This letter informs you that, pursuant to Ohio Revised Code Section 4928.20, Townships operating Governmental Aggregation Programs of Electricity are required to allow you to opt-out of their program free of charge. At this time you have the following choices concerning your electric supply:

1. You can choose to remain a member of the West Chester program, and enjoy the favorable rates we have negotiated for you. **If you wish to remain in the program you need do nothing;**
2. You can opt-out of the program and shop for and negotiate a contract with a supplier on your own; or
3. You can opt-out of the program and return to Cinergy as your supplier of electric.

The terms and conditions of the offer we have negotiated on your behalf are shown on the back of this form. If you have any questions about the West Chester program or your options, please contact <CRES Supplier> at 1-XXX-XXX-XXXX. They are standing by to answer any questions you might have.

West Chester Township officials are acting on behalf of electric consumers who are participating in the program to negotiate an electric supply contract with eligible suppliers. Both West Chester and <CRES Supplier> are certified by the Public Utilities Commission of Ohio to provide this service. This program has been authorized by our Board of Trustees through a resolution and subsequent voter approval. This phase of our aggregation program will begin with your <Month Year> billing cycle and end with your <Month Year> billing cycle.

**You will be automatically enrolled in West Chester's Electric Aggregation Program unless you choose to "opt out" – that is, to not participate.** There is no cost for enrollment and you do not need to do anything to be included. If you choose to opt-out of this program, you will revert to service by Cinergy, unless and until you choose another supplier. If you switch back to Cinergy at a later date, you may not be served under the same rates, terms, and conditions that apply to other customers served by Cinergy.

West Chester has negotiated a <TBD/kWh> price for West Chester residents for the period of <TBD>. More specific information about pricing is contained in the accompanying terms and conditions.

**If you want to be excluded from the West Chester Electric Aggregation Program you must return the enclosed "Opt-Out" form to the <CRES Supplier>. The return form must be postmarked no later than 21 days from the postmark on this notice. You may also opt-out by calling <CRES Supplier>, toll free, at 1-XXX-XXX-XXXX.** If you do not opt out at this time, you will be enrolled in the program until it expires in <Month Year>. At that time, you will again have the chance to opt out of the program with no penalty. Every participant will be allowed to leave the program at least once every two years without incurring any penalty. Please note that if you remain in the aggregation group, you will receive a letter from Cinergy advising you of your impending transfer to <CRES Supplier>, and advising you to contact them if you do not want to be in the Program. Again, if you have not changed your mind about participating in the Aggregation Program, you do not have to do anything with that letter.

**Warning: If you are already under contract with a competitive retail electric service provider you may incur a contract termination fee or other charges if you fail to opt-out of the aggregation.**

West Chester Township Exhibit A-4 "Automatic Aggregation Disclosure"

In Ohio's deregulated electric environment, Cinergy will continue to maintain the distribution system that delivers electricity to your home or business. You will continue to receive a single bill from Cinergy for your electric service, but it will include an electric supply charge from <CRES Supplier> in place of the bundled rate you have been paying Cinergy. You will still contact Cinergy regarding loss of electric service, downed wires, or for any other concerns or issues having to do with your local service. Budget billing and automatic billing options will continue to be available through Cinergy.

If you have any questions, call <CRES Supplier> at 1-XXX-XXX-XXXX from X:XX am to X:XX pm EST, Monday through Friday. For general information on electric deregulation in Ohio, you can also visit the Web Sites of the Ohio Consumer's Counsel ([www.pickocc.org](http://www.pickocc.org)) or the Public Utilities Commission of Ohio ([www.PUCO.ohio.gov](http://www.PUCO.ohio.gov)).

Sincerely,

*Signature*

West Chester Township Administrator

*P.S. Remember to return the "Opt-Out" form or call <CRES Supplier> only if you do not want to participate in the West Chester Electric Aggregation Program.*



Opt-Out Form – West Chester Township Electric Governmental Aggregation Program

By returning this signed form, you will be **excluded** from the opportunity to join other customers in the West Chester Township Electric Governmental Aggregation Program.

**I wish to opt out of the West Chester Township Electric Governmental Aggregation Program.**

(Check box to opt out.)

☐

Cinergy account holder name (please print clearly): \_\_\_\_\_

11-digit account number as it appears on your Cinergy electric bill:

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Service address (Address, state and zip): \_\_\_\_\_

Phone number: (\_\_\_\_) \_\_\_\_\_ Date: \_\_\_\_\_

Account holder's signature: \_\_\_\_\_

Mail by <MM/DD/YYYY> to: West Chester Township Electric Governmental Aggregation Program,  
<CRES Supplier Address> Or  
call us prior to X pm MMDDYYYY at 1-XXX-XXX-XXXX

## West Chester Township Exhibit A-4 "Automatic Aggregation Disclosure"

### Terms and Conditions

**Parties:** <CRES Supplier> will supply the commodity portion of my ("Customer") electric as part of my community's Government Aggregation Program ("Program"). Cinergy will remain my Electric Distribution Company ("EDC").

**Term:** The term of this Agreement will begin with initial electric deliveries enabled by the Program and will continue through the MMYYYY billing cycle.

**Enrollment:** Customer's service with <CRES SUPPLIER> will commence upon the successful completion of the Program's opt-out period and enrollment process with Cinergy, which is expected to commence within one or two billing cycles following completion of the opt-out period.

**Rate:** Customer price per KWh will be < TBD > for Customer's electric service beginning with MMYYYY meter read through MMYYYY.

**Regulatory Jurisdiction:** The Governmental Aggregation Program as well as competitive retail access pursuant to which <CRES SUPPLIER> shall supply electric is subject to ongoing jurisdiction of the Public Utilities Commission of Ohio ("PUCO"). If the Program is terminated by the PUCO, then both you and <CRES SUPPLIER> have the right to terminate this Agreement without penalty to either party.

**Billing:** <CRES SUPPLIER> will place its charges for the electric delivered on Customer's Cinergy bill <CRES SUPPLIER>'s commodity charge will be separately identified among those charges Customer regularly receives from Cinergy. Customer agrees to pay <CRES SUPPLIER>'s commodity charges in accordance with the payment procedures implemented by Cinergy.

**Customer Service:** Should Customer have any questions or comments concerning <CRES SUPPLIER>'s services, Customer can call <CRES SUPPLIER> toll free at 1-xxx-xxx-xxxx during the hours of Xam to Xpm EST, Monday through Friday, contact <CRES SUPPLIER> by mail at <TBD>. Should a dispute arise between Customer and <CRES SUPPLIER> that cannot be resolved by a <CRES SUPPLIER> Customer Service Representative, then that dispute will be referred to a <CRES SUPPLIER> Customer Service Manager for consideration. A determination regarding the dispute will be communicated to Customer either by telephone, regular mail or electronically. If Customer's questions are not resolved after Customer has called <CRES SUPPLIER>, Customer may call the Public Utilities Commission of Ohio (PUCO) toll free at 1-800-686-7826 or 1-614-466-3292 or for TDD/TTY toll free at 1-800-686-1570 or 614-466-8180 from 8:00am to 5:00pm weekdays, or visit the PUCO website at [www.puco.ohio.gov](http://www.puco.ohio.gov) or as otherwise specified by the Commission. Residential customers may call the Ohio Consumers' Counsel ("OCC") toll free at 1-877-742-5622 from 8:30am to 5:30pm weekdays, or visit the OCC website at [www.pickocc.org](http://www.pickocc.org) for general information regarding Customer Choice programs.

**Rescission and Cancellation of Contract:** Cinergy will send Customer a letter confirming Customer's enrollment with <CRES SUPPLIER>. Customer has seven (7) business days from the postmark date of that letter ("rescission period") to change his/her mind and to rescind Customer's enrollment by notifying Cinergy at 1-800-544-6900. If after the rescission period this Agreement is terminated prematurely for any reason attributable to Customer's action or inaction, Customer will incur a \$xx early termination fee, subject to any limitations set forth in the Contract Termination clause below. If Customer voluntarily returns to Cinergy after having selected <CRES SUPPLIER> as Customer's supplier, Customer may not be served under the same rates, terms and conditions that apply to other customers served by Cinergy. Also, should Customer decide to switch from one marketer to another, Cinergy may impose a switching fee if provided for by the Cinergy tariff. Further, should <CRES SUPPLIER> intend to terminate this Agreement and to discontinue service to you at the expiration of the Term, <CRES SUPPLIER> shall, to the maximum extent possible, provide you thirty (30) days notice.

**Contract Termination:** This Agreement shall terminate automatically without penalty if a) the requested service location is not served by Cinergy; b) Customer relocates; or c) <CRES SUPPLIER> returns Customer to utility service if such termination is permitted by this Agreement. Customer has the right to terminate this Agreement without penalty if: a) Customer relocates; or b) for the same reasons that <CRES SUPPLIER> has a right to terminate this Agreement without penalty, if any, other than for non-payment.

**Payment Information:** Customer has the right to request, without charge, up to twenty-four months of payment history for services performed by <CRES SUPPLIER>.

**Non-disclosure of Information:** <CRES SUPPLIER> will not release Customer's account number or Customer's social security number (if Customer provided it) without Customer's affirmative written consent.

**Assignment:** This contract is assignable by <CRES SUPPLIER> without Customer's consent subject only to any regulatory approvals.

**Eligibility:** This Agreement is for residential and small commercial customers (rate schedules TBD) who satisfy PUCO and Cinergy tariff eligibility criteria. Further, participation in the program is subject, in part, to the rules implemented by Cinergy and, as a result, customers are sometimes terminated from the competitive retail access program. Regardless of the reason for termination, in no case will the Term be extended for months that Customer was unable to participate nor will <CRES SUPPLIER> have any liability for any early termination or for any months that Customer was unable to participate in the program.

**Limitation of Liability:** <CRES SUPPLIER> assumes no liability or responsibility for losses or consequential damages arising from items associated with Cinergy, including, but not limited to: operations and maintenance of their system; any interruption of service; termination of service; or deterioration of service, nor does <CRES SUPPLIER> assume responsibility or liability for damages arising from any in-home or building damages and in addition shall not be responsible for any indirect, consequential, special or punitive damages whether arising under contract, tort (including negligence or strict liability) or any other legal theory.