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2013 JAN 29 AM 11:30

PUCO

January 28, 2013

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

RE: Case No. 12-3228-EL-GAG

Opt-out letter — Village of Sunbury

The Village of Sunbury is pleased to submit its final copy of Opt-out letter to be sent out to all eligible customers on or after February 11, 2013 with the deadline to be on or after March 5, 2013.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Scott R. Belcastro", written over a horizontal line.

Scott R. Belcastro

Principal

614.425.4885

scott@electricsuppliers.org

Enclosure

This is to certify that the images appearing are an
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Technician AD Date Processed 1/29/13

The Village of Sunbury



Energy Focused. Customer Driven.

P.O. Box 508
Sunbury, Oh 43074
(740) 965-2684
Fax (740) 965-9633

DAVID B. MARTIN
ADMINISTRATOR

TOMMY HATFIELD
MAYOR

KATHY BELCHER
FISCAL OFFICER

<Date>

<First><Last>

<Mailing Address>

<Mailing City><Mailing State><Mailing Zip>

Dear <First><Last>,

The Village of Sunbury sets a guaranteed electric discount of 15% off the Price to Compare off of AEP utility rate for residential customers and 10% off the tariff rates for commercial customers.

We are pleased to announce that the Village of Sunbury is providing you with an opportunity to save money on your electricity bill. Under this arrangement, Border Energy Electric Services, Inc. has been selected as your village's preferred electricity provider. This special offer is exclusive for eligible residents and businesses of the Village of Sunbury because officials acted on behalf of their community to select an electricity provider who, through the power of volume buying, is able secure electricity at competitive prices. Border Energy Electric Services, Inc. is an Ohio-based company.

Through your new Village Electric Aggregation Program eligible residents will receive the price of 15% off the Price to Compare and businesses will receive a price of 10% off the Price to Compare, starting with the April 2013 billing cycle through March 2014.

You will be automatically enrolled in the program unless you choose NOT to participate by "opting-out" by March 5, 2013. If you do NOT wish to participate in this program, you must follow the "opt-out" instructions.

The Village Electric Aggregation Program is a Smart Choice:

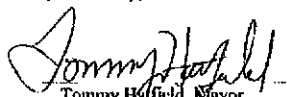
- **It's Easy to Participate.** You don't have to do anything to enroll. All eligible residents and businesses will be automatically enrolled in the program unless you choose to "opt-out."
- **Save Money with Guaranteed Savings.** The Village of Sunbury has ensured you will receive a guaranteed 15% Residential / 10% Business off of your electricity service beginning with the April 2013 billing cycle through March 2014. After the last billing cycle, you will be given the opportunity to renew your agreement under a new price offer or return to the utility. There is no cost to enroll in this exclusive program.
- **Continue to Receive One Bill.** Your local utility will continue to send you one monthly electric bill. You can continue to remit one payment to your local utility for Border Energy charges. Also, your local utility will continue to provide service for any emergency or maintenance issues.

If you do not wish to participate in this program you must "opt-out" by completing the Electric Aggregation "opt-out" election form below. Your "opt-out" election form must be returned by March 5, 2013.

You will find additional details of this program in the Frequently Asked Questions and Terms & Conditions within this packet.

Learn more about the Village of Sunbury's Electric Aggregation Program by contacting Border Energy Electric Service's customer care team at 1-888-901-8461.

Respectfully,


Tommy Hofffield, Mayor

Village of Sunbury


Andy Mitrey, President

Border Energy Electric Services, Inc.



The Village of Sunbury Electric Aggregation Opt-Out Election Form
Please print clearly.

<First><Last>
<Mailing Address>
<Mailing City><Mailing State><Mailing Zip>

☐ I wish to opt out of the Sunbury Village Electric
Governmental Aggregation Program. (Check box to opt out.)

By returning this signed form you will be EXCLUDED from the opportunity to join with other residents in the
Sunbury Village Electric Governmental Aggregation Program.

Service address (City, State and zip) _____

Phone number: (____) _____

Account Holder's signature: _____ Date: _____

**Mail by March 5, 2013 to: Sunbury Village Electric Governmental Aggregation Program, 4145 Powell
Rd. Powell, OH 43065**

Village of Sunbury Electric Aggregation Agreement

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.

"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"))

This "Terms and Conditions" together with the enrollment information are your agreement for electric generation service provided by Border Energy Electric Services, Inc. ("Company" or "Border"). Please keep a copy of this Agreement for your records.

General: As a CRES provider, Border will supply your electric generation service and provide transmission services for your electricity consumption to your local utility provider based on your usage at the contract rate for generation and transmission 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 Border you understand and agree to the terms and conditions of this Agreement. You hereby authorize Border to obtain information from your local utility provider that includes, but is not limited to: billing history, payment history, historical and future electricity usage, meter readings, and characteristics of electricity service. Border reserves the right to determine if your credit standing is satisfactory before accepting your enrollment request. This Agreement shall be considered executed by Border following acceptance of your enrollment request by Border immediately following the 7 day rescission period and subsequent acceptance of the enrollment by your local utility provider.

Eligibility: Residential and small commercial accounts that are not enrolled in Percentage of Income Plan Program are eligible for this offer. Further, Border reserves the right to refuse enrollment to any customer with an outstanding electric bill balance. Participation in the electric choice program is subject to the rules and regulations of your local utility provider. 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 choice program. These Terms and Conditions are subject to Customer acceptance into the choice program by both the Company and by your local utility provider. This agreement is not binding until such acceptance has been granted.

Rescission: Once enrolled to receive generation & transmission service from Border, 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.

Primary Term of Service: Border Energy Electric Services, Inc. agrees to act as your exclusive supplier of electric generation and transmission services. The initial terms of this agreement shall begin with your April 2013 billing cycle and continue through March 31, 2014 ("Primary Term").

Price: Beginning with your April 2013 meter read and going through March 2014, the rate for residential customers will be a guaranteed savings of at least 15% off of AEP's Price to Compare. For small commercial customers the rate will be a guaranteed savings of at least 10% off AEP's tariff price. This price includes generation and transmission charges only. This offer rate (and secondary term rates) are exclusive of all applicable state & local taxes and EDU charges including but not limited to: distribution, and other delivery charges. Your EDU may offer you budget or other payment plans.

Contract Expiration: Upon completion of this agreement, the customer will automatically be returned to AEP's standard offering unless the Village of Sunbury decides to offer another aggregation program to its citizens. If the Village of Sunbury decides to offer another aggregation, you will be notified of the terms and conditions and have the option opt out at that point in time.

Billing: Your local utility provider (EDU) will continue to send you a monthly bill for your electricity consumption that will include your EDU's charges and Border's charges for Generation and Transmission 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 (888) 901-8461 or contact their local utility provider. Border 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 Border for any electricity used before this Agreement is cancelled as well as any late payment charges. Border does not provide budget billings.

Penalties & Fees: Your local utility provider may charge a "Switching Fee" if you switch to a 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: For enrolled customers beyond the 7 day rescission period, you may terminate this contract without penalty if you move to a service address outside of your existing local utility provider. Should you move to an address within your existing service territory, Border may, at its option, automatically continue this agreement at your new service address. At any other time, residential customers may cancel this agreement by providing written notice of intent to cancel and by paying a \$50 per meter cancellation fee, while the fee for small commercial customers is \$150.

Dispute Resolution: Border is committed to customer satisfaction. Customer may contact Border with any questions concerning the terms of service by phone Monday – Friday (except holidays) from 8am – 7pm toll free at (888) 901 – 8461 or in writing to Border Energy Electric Services, Inc. located at 4145 Powell Rd., Powell, OH 43065. Border will refer all complaints, written or verbal, to a knowledgeable customer service representative who will promptly respond and work toward a mutually satisfactory resolution. If your complaint is not resolved after you have called your electric supplier and/or your electric Utility, or for general Utility information, residential and business customers may contact the public utilities commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio consumers' counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.pickocc.org>.

Miscellaneous: You have the right to request from Border, twice within a 12-month period, up to 24 months of payment history, without charge. Company may request credit information. Border 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 Border to exercise your government aggregation opt-out rights. Border, as a CRES provider, is prohibited from disclosing a customer's social security number and/or account number(s) without the customer's consent except for the CRES provider's own collections and credit reporting, participation in programs funded by the universal service fund pursuant to section 4928.54 of the Revised Code, or assigning a customer contract to another CRES provider.

Force Majeure: Border 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 local utility provider or any transmitting or transportation entity, acts of terrorism or sabotage, or acts of God including but not limited to floods, fires, earthquakes, landslides and extreme weather conditions that impact an entire geographic region.

Liabilities: Neither the Customer nor the Company shall assume liability or responsibility for any special, indirect, consequential or punitive damages for items associated with the failure of your local utility provider to perform its duties, including but not limited to operations and maintenance of their system or interruptions of service, termination of service, or from damages arising from structural damage as a result of negligence.

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 Border 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 information is shown at our website. The specific web address is: www.borderenergyelectric.com/Environment. Customer agrees that Border may make its required quarterly updates electronically at its website and will provide this information in hard copy form upon customer request.

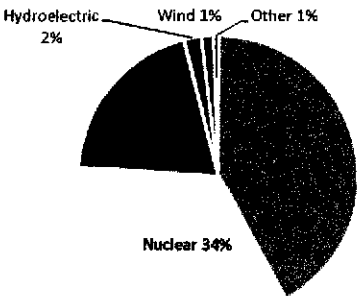
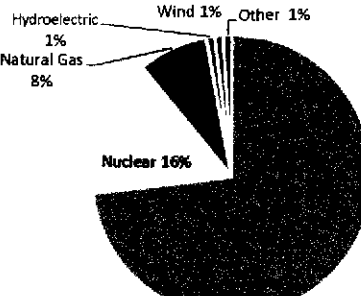
Additional Information: For more information on AEP's proposed Electric Security Plan, please visit the Public Utility Commission's website at: <http://www.puco.ohio.gov/>. For more information on Border Energy Electric Services, Inc. please visit our website at: www.borderenergyelectric.com

Emergency: If you experience a power outage you should immediately call AEP at 1-800-277-2177.



Environmental Disclosure Information

Projected Data for the 2013 Calendar Year

Generation Resource Mix Comparison between the sources of generation used to produce this product and the historic regional average supply mix	Supplier's Estimated Product 	Regional Average 														
Environmental Characteristics A description of the characteristics associated with each generation resource	<table><tr><td>Coal Power</td><td>Air Emissions & Solid Waste</td></tr><tr><td>Nuclear Power</td><td>Radioactive Waste</td></tr><tr><td>Natural Gas Power</td><td>Air Emissions & Solid Waste</td></tr><tr><td>Hydroelectric Power</td><td>Wildlife Impacts</td></tr><tr><td>Wind Power</td><td>Wildlife Impacts</td></tr><tr><td>Oil-fired Power</td><td>Air Emissions & Solid Waste</td></tr><tr><td>Biomass Power</td><td>Air Emissions & Solid Waste</td></tr></table>		Coal Power	Air Emissions & Solid Waste	Nuclear Power	Radioactive Waste	Natural Gas Power	Air Emissions & Solid Waste	Hydroelectric Power	Wildlife Impacts	Wind Power	Wildlife Impacts	Oil-fired Power	Air Emissions & Solid Waste	Biomass Power	Air Emissions & Solid Waste
Coal Power	Air Emissions & Solid Waste															
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Hydroelectric Power	Wildlife Impacts															
Wind Power	Wildlife Impacts															
Oil-fired Power	Air Emissions & Solid Waste															
Biomass Power	Air Emissions & Solid Waste															
Air Emissions A comparison between the air emissions related to this product and the regional average air emissions	<div>Carbon Dioxide (Lbs./MWh) Border (Estimate) 1200 Regional Average 1600</div> <div>Sulfur Dioxide (Lbs./MWh) Border (Estimate) 4.5 Regional Average 5.5</div> <div>Nitrogen Oxides (Lbs./MWh) Border (Estimate) 1.2 Regional Average 1.6</div>															
Radioactive Waste Radio active waste associated with this product	<table><tr><td>Type:</td><td>Estimated Quantity:</td></tr><tr><td>High-Level Radioactive Waste</td><td>0.002 Lbs/MWh</td></tr><tr><td>Low-Level Radioactive Waste</td><td>0.001 Ft³/MWh</td></tr></table>		Type:	Estimated Quantity:	High-Level Radioactive Waste	0.002 Lbs/MWh	Low-Level Radioactive Waste	0.001 Ft ³ /MWh								
Type:	Estimated Quantity:															
High-Level Radioactive Waste	0.002 Lbs/MWh															
Low-Level Radioactive Waste	0.001 Ft ³ /MWh															

Note: Border Energy Electric Services purchases all of its electricity from the wholesale power market. The above generation resource mix is based on PJM Energy Market Data and EIA Generation Mix data for independent power producers. Border Energy Electric Services does not have access to actual information regarding the air emissions or radioactive waste, consequently, the information presented in the above tables represents our best estimates based on similar product data within the region.

With in-depth analysis, the environmental characteristics of any form of electric generation will reveal benefits as well as costs. For more information, please contact Border Energy Electric Services, Inc. toll free at 888-901-8461

Border Energy Electric Services Frequently Asked Questions

What is aggregation?

Under governmental aggregation, local officials bring citizens together to gain group buying power for the purchase of competitively priced electricity from a retail electric generation supplier certified by the Public Utilities Commission of Ohio.

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

Residents voted to allow the community to contract for an electric generation supplier on their behalf.

Who is Border Energy Electric Services?

Border Energy Electric Services offers a wide range of energy and related products and services, including the generation and sale of electricity and energy planning and procurement. Border Energy Electric Services is a leading competitive supplier of energy to residential and commercial customers in Ohio.

How will I know if I can save money under the electric governmental aggregation program?

The price you pay for electric generation supply is guaranteed to be lower because you'll always receive the percent discount for your electric generation.

What do I need to do if I want to be included in this governmental aggregation?

You do not need to do anything to receive the discounted generation pricing under this program. You may choose to remain in the aggregation group and begin receiving your discount by simply not returning the opt-out form.

If I join my community's governmental aggregation program, who will deliver my power, read my meter and respond to emergencies, such as power outages?

Your electric utility will be responsible for the delivery of power to your home or business. Since your electric utility still owns the wires and poles that deliver power to you, it will continue to read your meter and restore power after an outage.

Is your price for residential power fixed, or does it vary?

In this program, the discount you will receive each month does not change. But because the actual price per kWh charged by the utility may change each month (based on the season and your usage), the price per kWh from Border Energy Electric Services will also change each month.

What does "opt out" mean?

"Opt out" means that you can decide not to participate in your community's electric governmental aggregation program. By returning the opt-out form, which is included in this mailing, by the Opt Out Deadline you will not be enrolled as an electric generation customer with Border Energy Electric Services, your community's competitive electric generation supplier, and you will not receive the discount.

What happens if I do not send in the opt-out form?

If you do not return the opt-out form postmarked by the Opt Out Deadline, you will be included in your community's governmental aggregation program and will receive competitively priced electricity from Border Energy Electric Services.

Can I opt out over the phone?

No, if you want to opt out, you must mail in your completed opt-out form and it must be postmarked by the Opt Out Deadline.

Can I opt out of the program at a later date?

Yes, but you will be subject to the early termination fee from Border Energy Electric Services if you cancel for any other reason but moving. However, you will be sent a notice at least every three years asking if you wish to remain in the program. At that point, you may opt out at no cost.

What are my energy supply choices if I decide to opt out?

You can stay with your current electric utility, which will continue to supply your electric generation as it always has, or you can shop for an alternative generation supplier. A list of competitive electric suppliers certified by the Public Utilities Commission of Ohio and their current prices are available by calling 1-800-686-PUCO (1-800-686-7826).

If I join the aggregation, can I stay on budget billing?

Yes, you can remain on budget billing; however, only your charges from the utility will continue to be budgeted. Your charges from Border Energy Electric Services will not be budgeted – you will pay the full amount each month.

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

Yes. How you pay your electric bill will not change.

Additional FAQs for all-electric space heating, electric water heating and/or load management customers:

I receive a credit from my electric utility for my electric water heating. Will I miss out on this credit if I join this program?

Because Border Energy Electric Services is offering a discount off the Price to Compare, you are not missing out on any of the savings that utility credits provide.

If I leave this program at a later date, will I be able to keep the credits I get from my utility for having all electric space heating, electric water heating and/or load management equipment?

Yes. This discount is in addition to the generation credit reflected in your Price to Compare. So if you cancel your contract with Border Energy Electric Services, you will continue to receive the credits from your utility for having all-electric space heating, electric water heating and/or load management equipment as long as those credits are being offered.

What is the toll-free number for questions?

If you have any questions, please call Border Energy Electric Services at 1-888-901-8461, Monday through Friday, 8 a.m. to 7 p.m.