

August 2, 2013

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

RE: Electric Governmental Aggregator Application — Madison Township

The Madison Township is pleased to submit its application for electric governmental aggregator. The original application notarized and signed by an authorized official.

Material provided for review:

- Application for Governmental Aggregations and Affidavit
- Exhibit A-2 Authorizing Ordinance reflecting voter authorization;
- Exhibit A-3 Plan of Operation and Governance;
- Exhibit A-4 Automatic Aggregation Disclosure;
- Exhibit A-5 Experience

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

Sincerely,

Scott R. Belcastro

Principal

614.425.4885

scott@electricsuppliers.org

Enclosure



| The Public | Utilities | Commission | of Ohio |
|------------|-----------|------------|---------|
|------------|-----------|------------|---------|

| P | UCO USE ONLY | 7 |
|---------------|--------------|-------------|
| Date Received | Case Number | Version |
| | EL-GAG | August 2004 |

CERTIFICATION APPLICATION FOR GOVERNMENTAL AGGREGATORS

Please print or type all required information. Identify all attachments with an exhibit label and title (Example: Exhibit A-5 Experience). 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. <u>APPLICANT INFORMATION</u>

| A-1 Applica | nt's name. | , address, | telephone | number, | and w | eb site | address |
|-------------|------------|------------|-----------|---------|-------|---------|---------|
|-------------|------------|------------|-----------|---------|-------|---------|---------|

| Name | Madison Township |
|--------|--|
| Addre | SS 4575 Madison Lane |
| Telepl | none Number (614) 836-5308 |
| Web s | ite address (if any) www.madisontownship.org |

- A-2 <u>Exhibit A-2 "Authorizing Ordinance"</u> provide a copy of the ordinance or resolution authorizing the formation of a governmental aggregation program adopted pursuant to Section 4928.20(A) of the Revised Code.
- A-3 Exhibit A-3 "Operation and Governance Plan" provide a copy of the applicant's 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" provide a copy of the disclosures 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
- A-5 <u>Exhibit A-5 "Experience"</u> provide a detailed description of the applicant's experience and plan for providing aggregation services, including contracting with retail generation providers, providing billing statements, responding to customer inquiries and complaints, and complying with all applicable provisions of commission rules adopted pursuant to section 4928.10 of the Revised Code.

| A-6 | Contact person | for regulatory o | r emergency matters |
|-----|----------------|------------------|---------------------|
|-----|----------------|------------------|---------------------|

| Title Township Administrator | | | | |
|---|--------------------------------------|----------------|----------|--------------------------------|
| Business address 4575 Madison Lane | • | | | |
| Telephone number (614) - 836 | _ 5308 | Fax # (614 |) - 836 | _ 5370 |
| E-mail address sbrobst@madisontownsi | hip.org | | | |
| Contact person for Commission | on Staff ı | use in investi | gating c | ustomer complaints |
| Vame Scott Belcastro | | | | |
| itle Principal | | | _ | |
| Business address 4067 Treeline Court, | Westerville, O | H 43082 | - | |
| Celephone number (614) 425 | | |) - 417 | - 410 |
| E-mail address scott@electricsuppliers.c | | | , | |
| | | ber for custo | mer ser | vice and complaints |
| | | ber for custo | mer ser | vice and complaints |
| Address 4067 Treeline Court, Westerville, O | H 43082 | | mer ser | vice and complaints |
| Address 4067 Treeline Court, Westerville, Of | H 43082 | | mer ser | vice and complaints |
| Address 4067 Treeline Court, Westerville, Of Foll-free telephone number (877 Fax # (614) - 417 - 410 Address 4067 Treeline Court, Westerville, Of Fax # (614) - 417 - 410 Adm | H 43082 | - 2772 | mer ser | vice and complaints |
| Address 4067 Treeline Court, Westerville, Official Foll-free telephone number (877 Fax # (614) - 417 - 410 Light Child Administrator of Applicant & Title | H 43082)- <u>861</u> umistrat | - 2772 FOR | mer ser | vice and complaints |
| Applicant's address and toll—f Address 4067 Treeline Court, Westerville, Of Foll-free telephone number (877 Fax # (614) - 417 - 410 Signature of Applicant & Title Sworn and subscribed before me this Month | H 43082)- <u>861</u> umistrat | - 2772 FOR | mer ser | vice and complaints 2013 Year |
| Address 4067 Treeline Court, Westerville, Of Coll-free telephone number (877 Fax # (614) - 417 - 410 Signature of Applicant & Title | H 43082)- <u>861</u> umistrat | - 2772 FOR | mer ser | 2013 Year |

My commission expires on 05.02.2016



Donna J. Hamler Notary Public, State of Ohio My Commission Expires 05-02-2016

AFFIDAVIT

| State of Ohio : | Appent es |
|--------------------|---------------------|
| County of Janklin: | State of ss. (Town) |

Susan Broost, Affiant, being duly sworn/affirmed according to law, deposes and says that:

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

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

- The Applicant herein, attests under penalty of false statement that all statements made in the
 application for certification 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 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 it will docket with the Commission's Docketing Division the final opt-out and any supplemental opt-outs (including beginning and ending dates of the 21-day opt-out period and the selected CRES supplier) at a minimum 10 days prior to sending the opt-outs to customers.

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.

Susan Cobst Administrater
Signature of Affiant & Title

Swom and subscribed before me this 20

day of Month

Year

Signature of official administering oath

Donna J. Hamler, Dotary

My commission expires on 05-02-2016

A COLOR OF CHILD

Donna J. Harnler Notary Public, State of Ohio My Commission Expires 05-02-2016

EXHIBIT A-2

AUTHORIZING ORDINANCE

Resolution No. 090-12

A RESOLUTION AUTHORIZING ALL ACTIONS NECESSARY TO EFFECT A GOVERNMENTAL ELECTRICITY AGGREGATION PROGRAM WITH OPTOUT PROVISIONS PURSUANT TO SECTION 4928.20 OHIO REVISED CODE AND DIRECTING THE FRANKLIN COUNTY BOARD OF ELECTIONS TO SUBMIT A BALLOT OUESTION TO THE ELECTORS.

Whereas, The Ohio Legislature enacted certain electric deregulation legislation ("Am. Sub. S.B. No. 3") which authorized the legislative authorities of municipal corporations, townships and counties to aggregate the retail electrical loads located within the respective jurisdictions and to enter into service agreements to facilitate for those loads the purchase and sale of electricity ("Governmental Aggregation"); and

Whereas, Such legislative authorities may exercise said authority jointly with any other legislative authorities; and

Whereas, Governmental Aggregation provides an opportunity for residential and small business consumers to participate collectively in the potential benefits of electricity deregulation through lower electricity rates which would not otherwise be available to those electricity customers individually; and

Whereas, the Board of Trustees of Madison Township ("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.

NOW, THEREFORE. BE IT RESOLVED by the Board of Trustees of Madison Township, Franklin County, Ohio that:

Section 1: The Board finds and determines that it is in the best interest of the Township, its residents, businesses and other electric consumers located within the corporate limits of the Township to establish an Aggregation Program in the Township. Provided that the Aggregation Program is approved by the electors of the Township pursuant to Section 2 of this Resolution, the Board is hereby authorized to automatically

aggregate, in accordance with Section 4928.20, Ohio Revised Code, the retail electric loads located within the Township, and, for that purpose, to enter into service agreements to facilitate for those loads the purchase and sale of electricity. The Board may exercise such authority jointly with any other municipal corporation, township or county or other political subdivision of the State of Ohio to the full extent permitted by law, which may include use of an energy broker/consultant/aggregator, so long as the broker/consultant/aggregator is certified by the Public Utilities Commission of Ohio. The Township Administrator is hereby authorized to execute and deliver a brokerage agreement for such purpose.

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: The Board of Elections of Franklin County is hereby directed to submit the following question to the electors of Township at the election on November 6, 2012:

Shall the Board of Trustees of Madison Township have the authority to aggregate the retail electric load located in the Township, and for that purpose, enter into services agreements to facilitate for those loads the sale and purchase of electricity, such aggregation to occur automatically except where any person elects to opt out all in accordance with Ohio Revised Code Section 4928.20?

The Administrator/Clerk/Fiscal Officer of this Board is instructed to immediately file a certified copy of this Resolution and the proposed form of the ballot question with the Franklin County Board of Elections not less than ninety (90) days prior to the election to be held November 6, 2012. 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 approval of a majority of the electors voting at the election provided for in Section 2 of this Resolution, this Board, individually or jointly with any other political subdivision, may develop a plan of operation and governance for the Aggregation Program. Before adopting

such plan, this Board 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 place of each hearing. No plan adopted by this Board shall aggregate the electric 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 at least every three years, without paying a switching fee. Any such person that opts out of the Aggregation Program pursuant to the state procedure shall default to the standard service offer provided under division (a) of Section 4928.35 or Section 4928.14 of the Ohio Revised Code, until the person chooses an alternative supplier.

Section 4: It is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were adopted in an open meeting of this Board and that the deliberations of this Board and any of its committees that resulted in such formal actions were in meetings open to the public, incompliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Trustee

Truste

Trustee

EXHIBIT A-3

OPERATION AND GOVERNANCE PLAN

MADISON TOWNSHIP, FRANKLIN COUNTY

ELECTRIC AGGREGATION PROGRAM

OPERATION AND GOVERNANCE PLAN

Adopted 07-30-2013

Prepared By:



I. Overview

At the May 7, 2013 election, a majority of voters authorized Madison Township, Franklin County, Ohio ("the 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 applicable boundaries 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.

The Township's purpose in creating the Aggregation Program is to represent local consumer interests in emerging competitive electricity markets by combining multiple electric loads within the Township's applicable boundaries 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 contracts. 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. American Electric Power Company (AEP-OH) will continue to deliver electricity to Aggregation Program Participants' homes and businesses through its electric transmission and distribution system as an electric distribution utility function regulated by the Public Utilities Commission of Ohio (PUCO). AEP-OH will also continue to install, operate and maintain its system of poles, wires, transformers and other electric distribution components. Aggregation Program Participants should continue to call AEP-OH if their power goes out or if they have billing questions. The PUCO will continue to oversee AEP-OH's 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-OH'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, as well as consumers who move into the Township after the initial opt-out period, will be afforded the opportunity to enroll in the Aggregation Program. However, the Township cannot guarantee rates, terms and conditions to consumers enrolling in the Aggregation Program after the initial 21-day opt-out period.

Participants who relocate within the Township 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 opt-out aggregation of electric consumers, which included holding at least two public hearings prior to its adoption.

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 with the PUCO for governmental aggregator certification and also register as a governmental aggregator with AEP-OH.

III. Plan of Operation and Governance

A. Definitions

- 1. **Aggregation:** Combining the electric loads of multiple customers for the purposes of supplying or arranging for the supply of competitive retail electric service to those customers.
- 2. Aggregation Program Manager or Consultant: The individual/company retained by 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 interest 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, product, 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 supplies, 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 or Providers that meet, at a minimum, the following criteria:

- 1. Certified CRES Provider by the PUCO;
- 2. Registered with AEP-OH;
- 3. Have a service agreement under AEP-OH'S Open Access Transmission Tariff;
- Successfully completed Electronic Data Interchange (EDI) computer system testing with AEP-OH and that 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. Meet 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. Hold 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-OH'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 the AEP-OH'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 non-mercantile 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.

It is also the intention of the Township to offer its Aggregation Program to Mercantile customers on an opt-in basis by contacting the CRES Provider to enter into a contract for electric service. The contract shall establish the rate for the mercantile customer's participation in the Aggregation Program.

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 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.

L. 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, Participants who initially opt out of the program and later wish to join, and consumers who move into the Township after the initial opt-out period will be afforded the opportunity to enroll in the Aggregation Program. However, the Township cannot guarantee rates, terms, and conditions to consumers enrolling in the Aggregation Program after the initial 21-day opt-out period. Consumers may contact the CRES Provider or Township's consultant to obtain current enrollment information.

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 question 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-OH. 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.

| Question or Concern | Contact | Phone Number |
|--|--|--|
| Power outage or interruption | AEP-OH | (800) 672-2231 |
| Connect/disconnect service | AEP-OH | (800) 672-2231 |
| Meter reading/billing | AEP-OH | (800) 672-2231 |
| Enrollment in or opting out of Aggregation Program | CRES Provider | [TOLL-FREE NUMBER] |
| Aggregation Program Questions or Concerns | Trebel LLC | (877) 861-2772 |
| Unresolved disputes | Public Utilities Commission of Ohio | (800) 686-7826 (voice) (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 regulation governing electric service, and applicable electric utilities' approved tariffs.

Service under the Aggregation Program shall include all eligible customer classes in adherence with universal service principles and requirements, as well as the traditional non-discriminatory practices of local government. CRES Provider contracts shall contain provisions to maintain these principles and 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.

1311-001.00359868

EXHIBIT A-4

AUTOMATIC AGGREGATION DISCLOSURE



<Date>

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

Dear <First><Last>,

The Township of Madison sets a guaranteed electric discount of XX% off the Price to Compare off of AEP utility rate for residential customers and XX% off the tariff rates for commercial customers.

We are pleased to announce that the Madison Township 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 Townships preferred electricity provider. This special offer is exclusive for eligible residents and businesses of the Madison Township 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 Township Electric Aggregation Program eligible <residents or businesses> will receive the price of <% off the Price to Compare>, starting with the October 2013 billing cycle (November 2013 invoice) through December 2015.

You will be automatically enrolled in the program unless you choose NOT to participate by "opting-out" by <Date>. 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 or businesses> will be automatically enrolled in the program unless you choose to "opt-out."
- Save Money with Guaranteed Savings. Madison Township has ensured you will receive a guaranteed <%> off of your electricity service beginning with the October 2013 billing cycle through December 2015. 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 <Date>. Cancellations received after this date may be subject to a \$25 early termination fee.

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

Respectfully,

<digital signature image>
<City, Contact Name>
<Title>
<Madison Township>

<digital signature image>
Andy Mitrey
President
Border Energy Electric Services, Inc.

| | New (Company Company |
|---|---|
| BORDER | Madison Township Electric Aggregation Opt-Out Election Form Please print clearly. |
| <first><last> <mailing address=""> <mailing city=""><mailing state=""><mailing zip=""></mailing></mailing></mailing></mailing></last></first> | I wish to opt out of the Madison Township Electric Governmental Aggregation Program. (Check box to opt out.) |
| | JDED from the opportunity to join with other residents in the ic Governmental Aggregation Program. |
| Service address (City, State and zip) | |
| Phone number: () | |
| Account Holder's signature: | Date: |
| | vnship Electric Governmental Aggregation Program, 4145 d, Powell, OH 43065 |

Madison Township 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 October 2013 billing cycle and continue through December 31, 2014 ("Primary Term").

Price: Beginning with your October 2013 meter read and going through December 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 15% 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 \$25 per meter cancellation fee, while the fee for small commercial customers is \$25.

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: <a href="www.borderenergyelectric.com/Environment.com/environment.com/environment.com/environment.com/environment.com/environment.com/environment.com/environment.com/environment.com/environment.com/environment.com/environment.com/environment.com/environment.com/environmental disclosure information is shown at our website. The specific web address is: <a href="www.borderenergyelectric.com/Environment.com/environment.co

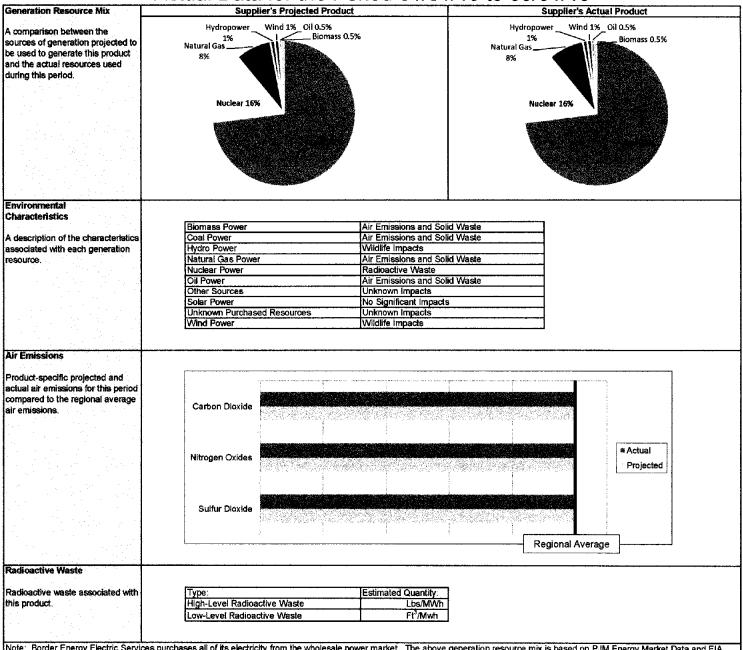
Additional Information: For more information on AEP's proposed Electric Security Plan, please visit the Public Utility Commission's website at: http://www.puco.ohio.gov/. For more information on Border Energy Electric Services, Inc. please visit our website at: www.burderenergyelectric.com

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 Actual Data for the Period 01/01/13 to 03/31/13



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, consequentty, the information presented in the above tables represents our best estimates based on similar product data within the region. Regional average based on weighted average of the latest EIA electric state profiles for Ohio, Indiana, Kentucky, West Virginia, Pennsylvania, and Michigan.

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.

EXHIBIT A-5

EXPERIENCE

Exhibit A-5 "Experience"

Applicant's Experience and Plan for Providing Aggregation Services:

Due to the complexity of municipal aggregation, the applicant Prairie 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 #12-537E(1)) and Natural Gas Aggregator/Broker (certificate #12-267G(1)). Trebel, LLC has experience in managing numerous governmental programs in the Ohio market.

Below is a detailed summary of services being provided:

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

- Assist with the preparation and submission of Governmental Aggregation application for the Public Utilities of Oho ("PUCO");
- Assist with preparation of resolutions, public notices, Plan of Operations and Governance, and communications with residents;
- Evaluate existing electric 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.

The Applicant Madison Township (the "Township") has contracted with Border Energy Electric Services, Inc. ("Border Energy") to provide administrative and retail generation supply services for the Townships Aggregation Group, which is comprised of all eligible AEP CSP customers located in the Township who do not opt out of the Group. Border Energy has already successfully completed one electric governmental aggregation program for the Village of Sunbury, Ohio.

Border Energy has extensive experience in providing retail generation supply services and in responding to customer inquiries and complaints. Border Energy has been approved as a

Certified Supplier with the PUCO. Border Energy is already providing power supply services for more than 55,000 residential and other customers under the State's Electric Choice Program. Border Energy is well versed in S.B. 3 and the rules adopted by the PUCO, and is thus in a position to ensure compliance with all applicable provisions of Section 4928.10 of the Revised Code, and the rules adopted by the Commission pursuant thereto.

Border Energy has an experienced call center to provide services of a call center for consumers in the Township to call for information during the 21-day enrollment and opt out period for the Township Aggregation Program.

The billing of customers for the retail generation supply will be provided through the electric distribution utility, American Electric Power Columbus Southern Power (AEP CSP), and the billing process will be coordinated with AEP CSP by Border Energy for the Aggregation Group.

Andrew Mitrey - President of Border Energy Electric Services, Inc.

Mr. Mitrey has more than 15 years of experience in the energy markets. Mr. Mitrey has a bachelors degree in accounting and an MBA in finance from The Ohio State University. Mr. Mitrey started out as a loan officer for a super-regional bank, PNC Bank. In that capacity he was responsible for providing loans to energy, metals, and mining related companies. Mr. Mitrey left PNC after three years of service to pursue opportunities in the energy industry directly. Mr. Mitrey joined AEP, one of the largest utilities trading and marketing arms where he was in charge of overseeing the risk associated with its trading activities. Mr. Mitrey spent close to five years in this capacity. He subsequently left the utility to join an energy hedge fund, Griffon Energy Capital as their Chief Financial Officer. Mr. Mitrey left Griffon Energy in early 2005 and joined Border Energy. At Border Energy, Mr. Mitrey is in charge of all of the company's day to day operations for both natural gas and electricity. Border Energy is one of the fastest growing electric suppliers in the state of Ohio with more than 55,000 customers across the Duke, AEP, First Energy and DP&L service territories.

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

8/2/2013 3:45:58 PM

in

Case No(s). 13-1742-EL-AGG

Summary: Application Electric Governmental Aggregator electronically filed by Scott Belcastro on behalf of Madison Township, Franklin County