



4067 Treeline Court  
Westerville, OH 43082  
[www.electricsuppliers.org](http://www.electricsuppliers.org)

February 26, 2014

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

**RE: Electric Governmental Aggregator Application — Delaware Township, Delaware County,  
OH**

**Case: 14-0328**

The Delaware 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,

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](mailto:scott@electricsuppliers.org)

Enclosure



*The Public Utilities Commission of Ohio*

PUCO USE ONLY		
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. APPLICANT INFORMATION

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

Name Delaware Township Trustees - Delaware, OH  
Address 2590 Liberty Road, Delaware, OH 43015  
Telephone Number (740) 369-8105  
Web site address (if any) www.delawaretownshipohio.org/home

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

A-3 **Exhibit A-3 "Operation and Governance Plan"** provide a copy of the applicant's 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 **Exhibit A-5 "Experience"** 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 or emergency matters**

Name Scott Belcastro- Trebel, LLC

Title Principal

Business address 4067 Treeline Court, Westerville, OH 43082

Telephone number (614 ) - 425 - 4885 Fax # (614 ) - 417 - 4110

E-mail address scott@electricsuppliers.org

A-7 **Contact person for Commission Staff use in investigating customer complaints**

Name Scott Belcastro

Title Principal

Business address 4067 Treeline Court, Westerville, OH 43082

Telephone number (614 ) 425 - 4885 Fax # (614 ) - 417 - 4110

E-mail address scott@electricsuppliers.org

A-8 **Applicant's address and toll-free number for customer service and complaints**

Address 4067 Treeline Court, Westerville, Oh 43082

Toll-free telephone number (614 )- 425 - 4885

Fax # (614 ) - 417 - 410

Shirley A. Van Sickle - Delaware township trustee  
Signature of Applicant & Title

Sworn and subscribed before me this 18<sup>th</sup> day of Feb., 2014  
Month Year

Shirley A. Van Sickle  
Signature of official administering oath

Shirley A. Van Sickle, Notary  
Print Name and Title Public

My commission expires on Sept. 17, 2014



SHIRLEY A. VAN SICKLE  
Notary Public, State of Ohio  
My Commission Expires 09-17-2014

# **AFFIDAVIT**

State of Ohio :

\_\_\_\_\_  
(Town) SS.

County of Delaware :

Raymond Van Sickle, Affiant, being duly sworn/affirmed according to law, deposes and says that:

He/She is the Twp trustee (Office of Affiant) of Delaware twp (Name of Applicant);

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

1. The Applicant herein, attests under penalty of false statement that all statements made in the application for certification 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.

Deanna M. Van Sickle - Delaware Township Trustee  
Signature of Affiant & Title

Sworn and subscribed before me this 18<sup>th</sup> day of Feb., 2014  
Month Year

Shirley A. Van Sickle  
Signature of official administering oath

Shirley A. Van Sickle,  
Print Name and Title Notary Public



SHIRLEY A. VAN SICKLE My commission expires on Sept. 17, 2014  
Notary Public, State of Ohio  
My Commission Expires 09-17-2014

## **EXHIBIT A-2**

### **AUTHORIZING ORDINANCE**

**COPY**

Resolution No. 13-07-09

A RESOLUTION AUTHORIZING ALL ACTIONS NECESSARY TO EFFECT A GOVERNMENTAL ELECTRICITY AGGREGATION PROGRAM WITH OPT-OUT PROVISIONS PURSUANT TO SECTION 4928.20 OHIO REVISED CODE AND DIRECTING THE DELAWARE COUNTY BOARD OF ELECTIONS TO SUBMIT A BALLOT QUESTION TO THE ELECTORS.

WHEREAS, the Ohio Legislature enacted 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; 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 Delaware Township ("Trustees") seeks to establish a governmental aggregation program with opt-out provisions pursuant to Section 4928.20, Ohio Revised Code, for the residents, businesses and other electric consumers in the Township, and may be in conjunction with any other legislative authorities in the State of Ohio, as permitted by law (the "Aggregation Program").

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Delaware Township, Delaware 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

# COPY

agreements to facilitate for those loads the purchase and sale of electricity. The Board may exercise such authority jointly with any 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 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 Delaware County is hereby directed to submit the following question to the electors of Township at the election on November 5, 2013:

Shall the Board of Trustees of Delaware Township have the authority to aggregate the retail electric loads 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, in accordance with Section 4928.20 of the Ohio Revised Code and Resolution No. 13-0709 adopted by the Board of Trustees?

The 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 Delaware County Board of Elections not less than ninety (90) days prior to the election to be held November 5, 2013. 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



## **EXHIBIT A-3**

### **OPERATION AND GOVERNANCE PLAN**

**Delaware Township**  
**ELECTRIC AGGREGATION**  
**PROGRAM**

***OPERATION AND GOVERNANCE***  
***PLAN***

**Adopted 2-17-2014**

**Prepared By:**

**Trebellic** The logo for Trebellic features the company name in a bold, sans-serif font. To the right of the text is a stylized graphic consisting of two overlapping, curved lines that form a partial circle or swoosh, suggesting motion or a globe.

## **I. Overview**

At the November 5, 2013 election, a majority of voters authorized Delaware Township (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, switching 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 the Township to oversee the operation and management of the Township's Aggregation Program.
3. **Competitive Retail Electric Service (CRES):** A component of retail electric service that is deemed competitive under the Ohio Revised Code or pursuant to an order of the PUCO. This includes, but is not limited to, the services provided by competitive retail electric service providers, power marketers, aggregators, and governmental aggregators.
4. **Competitive Retail Electric Service Provider (CRES Provider):** A person or entity certified by the PUCO and registered with an electric distribution utility which supplies or offers to supply a competitive retail electric service over an electric distribution utility's transmission and/or distribution system. This term does not apply to an electric distribution utility in its provision of standard offer generation service.
5. **Consumer:** Any person or entity that is an end user of electricity and is connected to any part of the applicable electric distribution utility's transmission or distribution system within the Township's boundaries.
6. **Delivery Charge:** Charge imposed by the electric distribution utility for delivering electricity to a consumer's home or business. The charge includes meter reading, billing, maintaining electric system reliability and responding during emergencies and outages (also called a distribution charge).
7. **Distribution:** The delivery of electricity to a consumer's home or business over an electric distribution utility's local poles, wires, transformers, substations, and other equipment. Electric distribution utilities' distribution system operations are regulated by the PUCO.
8. **Electric-Related Service:** A service that is directly related to the consumption of electricity at a consumer's home or business. This may include, but is not limited to, the installation of demand side management

measures at a consumer's premises, the maintenance, repair or replacement of appliances, lighting, motors or other energy-consuming devices at a consumer's premises, and the provision of energy consumption measurement and billing services.

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

#### **B. Aggregation Program Management**

Due to the complexity of the electric utility industry, the Township has entered into an Energy Management and Consulting Agreement with the Consultant to provide the necessary expertise to represent the Township's 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;
4. 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, switching fee, or penalty as required by law and PUCO rules. Consumers who choose to opt out of the Aggregation Program at any time other than during the initial 21-day opt-out period or during subsequent opt-out periods offered by the Township, may be subject to an early termination fee and may not be served under the same rates, terms and conditions that apply to other customers served by the electric distribution utility.

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

**I. CRES Provider Responsibilities**

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

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

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

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

**J. New and Returning Participants**

Participants who leave the Aggregation Program and wish to return, 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 of 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.

## **Delaware Township Operation and Governance Plan - ELECTRIC**

<b>Question or Concern</b>	<b>Contact</b>	<b>Phone Number</b>
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	IGS Energy	(800) 280-4474
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 regulations 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.

## **EXHIBIT A-4**

### **AUTOMATIC AGGREGATION DISCLOSURE**



P.O. Box 9360 Dublin, OH 43017 | [www.igsenergy.com](http://www.igsenergy.com) | Fax: 1-800-584-4839

March 25, 2014

Dear Delaware Resident:

Delaware Township is providing you the opportunity to save money on your electric bill by participating with other Delaware Township residents and businesses in an opt-out electric aggregation program, with IGS Energy of Dublin, Ohio as your provider.

Under governmental aggregation, Delaware Township Trustees act on behalf of electric consumers in the community to negotiate an electric supply contract with an eligible provider. Both Delaware Township and eligible retail electric suppliers have to be certified by the Public Utilities Commission of Ohio. Delaware Township Trustees passed an ordinance to adopt the program after Delaware Township voters approved its implementation in November 2013. The aggregation program for Delaware Township will begin within one to two billing periods following your inclusion as a participant in the Township's program and **end with your March 2015 billing period.**

**Under this aggregation program, residents in the Delaware Township will pay a price that is XX% less per KWH than AEP Ohio's Price to Compare (conveniently located on your electric statement.)** IGS Energy's price applies to the generation and transmission portion of your bill. **If you are ever unhappy with your service or rate from IGS Energy, you may cancel free of charge at any time** and return to AEP at a rate and terms that may or may not be the same as what other AEP customers pay.

**You will be automatically enrolled in Berlin's Electric Aggregation Program unless you choose to "opt out" – that is, affirmatively choose to not participate.** If you want to be excluded from the Delaware Township Electric Aggregation Program, you must return the enclosed "Opt-Out" Form or contact IGS Energy at 1-877-915-4447 by **April 21, 2014**. If you do not cancel or opt-out at this time, you will be enrolled in the program until it expires with your March 2015 billing period. If you do opt-out, you will continue to receive AEP's standard service offer rate.

Under this aggregation, AEP will continue to maintain the wires system that delivers power to your home or business. You will still contact AEP regarding loss of power service or for any other concerns or issues having to do with your electric service. You will continue to receive a single bill from AEP for your electric service with your lower IGS Energy rate included.

**If you have any questions please call IGS Energy at 1-877-915-4447, weekdays, from 8:00 a.m. to 8:00 p.m. EST.** For general information on deregulation in Ohio, you can also visit the Web Site of the Public Utilities Commission of Ohio ([www.PUCO.ohio.gov](http://www.PUCO.ohio.gov)).

*Sincerely,  
IGS Energy and Delaware Township*

P.S. Remember to return the "Opt-Out" form only if you do **not** want to participate in the Delaware Township Electric Aggregation Program.

If the home for which you have received this letter is not located within Delaware Township, you have received this letter in error. Please contact IGS Energy at 1-877-915-4447 to be removed from the aggregation list.

**You are not eligible to participate in this program if you are currently enrolled in the Percentage of Income Payment Plan (PIPP) program.**



I wish to opt out of the @FullCityname@ Natural Gas Governmental Aggregation Program

12-digit account number as it appears on your current natural gas bill:

(Check box to opt out)

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☐

Name (Please Print) \_\_\_\_\_

Street Address \_\_\_\_\_

Environmental Disclosure Information – Quarterly Comparisons																						
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With in-depth analysis, the environmental characteristics of any form of electric generation will reveal benefits as well as costs. For further information, contact IGS Energy at <a href="http://www.igsenergy.com">www.igsenergy.com</a> or by phone at 1-877-915-4447.																						

NOTICE

Return the "Opt-Out" form only if you do not want to participate in the Concord Electric Aggregation Program.

Return by **March 24, 2014** to:

Electric Governmental Aggregation Program

PO Box 9060

Dublin, Ohio 43017-0960

Term Box	
Utility:	Columbus Southern Power Company ("AEP")
Price Plan	Guaranteed Saving Rate
Program Price	Subject to the terms and conditions detailed below in the body of the Agreement: For residential customers the applicable price per KWH shall be ten percent (10%) less than the applicable AEP Price to Compare per KWH of electricity consumed. For non-mercantile commercial customers the applicable price per KWH shall be ten percent (10%) less than the applicable AEP Price to Compare per KWH of electricity consumed.
Term	Services to be rendered pursuant to this Agreement will commence upon the implementation of Concord Township's community opt-out government aggregation program and will continue through the customer's May of 2015 billing cycle
Cancellation Fee	None

The services provided to me by Interstate Gas Supply, Inc. ("IGS Energy") are governed by the terms and conditions stated in this document and the opt-out notification accompanying this document ("Agreement") and will serve as the terms of service for the Concord Township opt-out government aggregation program ("Program") which I agree to enroll in by not "opting-out" of the Program, as described in the accompanying opt-out notification letter, or exercising my right to rescission under this Agreement.

**Term:** The Term of the Program will be as stated in the term box located at the top of this Agreement ("Term Box"). IGS Energy will supply the commodity portion of my electricity and AEP will continue to be my Electric Delivery Company ("EDC"). Upon expiration of the opt-out period, if I do not elect to opt-out of the Program, IGS Energy will notify the EDC to transfer electric commodity services to IGS Energy. If I am currently an IGS Energy electric customer, IGS Energy reserves the right to reject or rescind my enrollment in the Program or to require me to pay the applicable cancellation fee, if any, for my existing electric service agreement to be eligible for this Agreement.

**Regulatory:** Competitive electric retail services ("CRES Program") are subject to ongoing Public Utilities Commission of Ohio ("PUCO") and EDC jurisdiction. I understand that if the CRES Program is terminated or materially altered, this Program may be terminated by me or IGS Energy without penalty. I understand that IGS Energy may terminate or modify this Program due to unforeseen regulatory action that will materially affect the costs of providing electric service to the Program.

**Price:** The price I will pay for my electric supply charges (which applies to the generation and transmission portion) under the Program is as described in the Term Box ("Program Price"). I am responsible for, and my Program Price does not include, applicable taxes and/or EDC charges, including service and delivery charges, which will be billed by the EDC.

**Renewal:** If my community's governmental aggregation continues, at least every three years from the establishment of this Program the government aggregator or its supplier shall provide me notice of my right to opt out of the aggregation without penalty. The process for providing me with notice of my right to opt-out shall include a provision for me to return a post card or similar notice to the governmental aggregator or the supplier. For renewals, I will have at least twenty-one days from the post mark date on the written notice to choose to opt out of the Program, and my return post card or notice that is post marked before the opt out deadline has elapsed shall count as timely sent. The notice will follow the procedures established for the initial opt-out notice set forth in this rule and shall prominently disclose to me all changes to the terms and conditions associated with the aggregation. I am entitled to opt-out of the government aggregation program at least every three years from the commencement date of the Program, without a penalty. If I am in the Program when the Program is renewed and I do not exercise my right to opt-out, I will be continued in the Program. Nothing in this Agreement guarantees that I am entitled to pricing provided by IGS Energy after the Term of this Agreement expires.

**Customer Rescission Period:** If I am a new customer to IGS Energy this Agreement may be rescinded by me with no cancellation fee by contacting the EDC in writing or by telephone at the number provided on the confirmation notice within 7 business days from the post-mark date of the confirmation notice sent by the EDC ("Rescission Period"). If I am an existing IGS Energy electric customer I will not receive a confirmation notice from the EDC but, in the event I decide to cancel this Agreement, I will be returned to my previous Agreement with IGS Energy without penalty under this Agreement.

**Cancellation:** I can cancel this Agreement without cancellation fee by providing notice of not less than 30 days to IGS Energy. Cancellation notices provided after the Rescission Period may result in an additional month(s) of service with IGS Energy at the Program Price, which I agree to pay, as the effective date of all cancellations are subject to EDC guidelines. I understand that if I switch my service to another supplier or back to the EDC an EDC switching fee may apply under the EDC's tariff and if I return to the EDC sales service I may not be served under the same rates, terms, and conditions that apply to other customers served the EDC.

**Contact and Dispute Resolutions:** In the event of a billing dispute or issues regarding volume or metering, I should contact the EDC at the number listed on their bill. For other questions or concerns about pricing, I can contact the IGS Energy choice

department by phone weekdays from 8:00 a.m. to 8:00 p.m. ET at 877-915-4447, by fax 1-800-584-4839, in writing at P.O. Box 9060, Dublin, OH 43017, or through their web site at [www.IGSEnergy.com](http://www.IGSEnergy.com). Also, I can contact IGS Energy through e-mail at [choice@IGSEnergy.com](mailto:choice@IGSEnergy.com). If my questions or concerns or complaint are not resolved after I have called IGS Energy or my EDC, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or for TTY toll free at 1-800-686-1570 (toll free), from 8:00 a.m. to 5:00 p.m. weekdays, or at [www.puco.ohio.gov](http://www.puco.ohio.gov). The Ohio Consumer's Counsel ("OCC") represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from 8 a.m. to 5 p.m. weekdays, or at <http://www.pickocc.org>

**Assignment:** This Agreement is assignable by IGS Energy without my consent subject only to required regulatory approvals. IGS Energy will use its best efforts to give the EDC and me thirty (30) days written notice prior to any assignment.

**Billing:** For my convenience I will receive only one bill, which will be issued by the EDC each month and will contain IGS Energy's electric supply charge plus applicable taxes and all of the EDC's delivery and other applicable charges, including any late fees assessed by the EDC. I agree to continue to pay the EDC for the entire electric bill under the EDC's payment terms and conditions. If I fail to pay my bill within the EDC's payment terms, IGS Energy reserves the right to charge a monthly late fee of 1.5% of the amount past due, calculated from the EDC due date on my bill. I understand and agree that although I remit my payments to the EDC, ultimately if I fail to make my payment to the EDC for the electricity commodity component of my bill supplied by IGS Energy, I will owe the unpaid amount to IGS Energy in which case IGS Energy may bill me directly for unpaid balances and seek collection if necessary. Additionally, if I fail to timely pay my IGS Energy charges billed by either the EDC or IGS Energy, IGS Energy may in its sole discretion terminate this Agreement with fourteen (14) days written notice or require a security deposit in order to continue service under this Agreement.

I may request twice within a 12 month period, at no charge, up to 24 months of my payment history for services rendered by IGS Energy. Other than for operation, maintenance, assignment and transfer of my account or, where IGS Energy is performing billing services, or for collections, IGS Energy will not disclose my account number to any other third party without my affirmative written consent or electronic authorization or pursuant to a court or PUCO order and that, other than for credit checking and credit reporting, IGS Energy will not disclose my social security number without my affirmative written consent or pursuant to court order. I authorize IGS Energy to obtain my billing payment and usage history from the EDC.

**Moving/Termination:** I understand that this contract will automatically terminate, without penalty, if I relocate outside the EDC service territory or if I relocate within the current EDC service territory and the EDC assigns a new account number or Service Delivery Identifier ("SDI").

**Environmental Disclosure:** For electric customers, the approximate generation resource mix and environmental characteristics of the power supply that will be secured to provide services under this Agreement can be viewed at the IGS website – [igsenergy.com](http://igsenergy.com). I agree that IGS will make the required quarterly updates to the disclosure statement electronically on the IGS website. IGS will also provide the environmental disclosure statement upon my request.

**Eligibility / Limitation of Liability / Jurisdiction:** This Agreement is for only residential and non-mercantile commercial customers (see Ohio Revised Code 4928(A)(19)) in the AEP service territory. By entering into this Agreement, I represent and agree that the account(s) served by IGS Energy under this Agreement is (are) Residential or Non-Mercantile Commercial account(s) and that I am not an existing IGS Energy customer. IGS Energy reserves the exclusive right, at any time, to not enroll, or if I have been enrolled, to terminate my service locations that do not meet the preceding criteria and return me to the EDC (or previous IGS Energy product, whichever is applicable) with no penalty to IGS Energy. **Also, I represent that I am current on my EDC bill at the time of enrollment with IGS Energy. If IGS Energy determines through the enrollment process with the EDC that I am not current on my EDC bill, IGS Energy can in its sole discretion, 1) void my enrollment without notice and without penalty to IGS Energy or 2) require a security deposit to be paid as a condition of enrollment.** Furthermore, participation in the program is subject to the rules of the EDC and customers are sometimes terminated from the residential program either in error or for being in arrears. In such instances, I can contact the EDC to correct the problem and be reinstated in the residential program. Regardless of the reason for termination, in no case will the original term be extended for months that I was unable to participate nor will IGS Energy have any liability for any early termination or for any months that I was unable to participate in the program. IGS Energy assumes no liability or responsibility for losses or consequential damages arising from items associated with the EDC including, but not limited to: operations and maintenance of their system; any interruption of service; termination of service; or deterioration of service, nor does IGS Energy assume responsibility or liability for damages arising from any in-home or building damages and in addition shall not be responsible for any indirect, consequential, special or punitive damages whether arising under contract, tort (including negligence or strict liability) or any other legal theory. The parties agree that if issues relating to this Agreement cannot be resolved through the PUCO as detailed under "Contract and Dispute Resolution" above or if suit is filed, any legal action involving this Agreement shall be brought only in a court of the State of Ohio sitting in Franklin County, Ohio or the United States District Court sitting in Franklin County, Ohio. I submit to the personal jurisdiction in such courts and irrevocably waive any objections that I have or might have in the future to such courts as the proper forum for any and all actions arising under this Agreement. The parties agree that this Agreement shall be interpreted under the laws of the State of Ohio, regardless of Ohio's choice of law provisions.



P.O. Box 9040 Dublin, OH 43017 | [www.igsenergy.com](http://www.igsenergy.com) | Fax: 1-800-584-4439

March 25, 2014

Dear Delaware Business Owner:

The Delaware Township is providing you the opportunity to save money on your electric bill by participating with other Delaware residents and businesses in an opt-out electric aggregation program, with IGS Energy of Dublin, Ohio as your provider.

Under governmental aggregation, Delaware Township Trustees act on behalf of electric consumers in the community to negotiate an electric supply contract with an eligible provider. Both Delaware Township and eligible retail electric suppliers have to be certified by the Public Utilities Commission of Ohio. Delaware Township Trustees passed an ordinance to adopt the program after Delaware Township voters approved its implementation in November 2013. The aggregation program for the Delaware Township will begin within one to two billing periods following your inclusion as a participant in the Township's program and **end with your March 2015 billing period.**

**Under this aggregation program, eligible businesses in Delaware Township will pay a price that is XX% less per KWH than AEP Ohio's applicable rate tariff for your business.** IGS Energy's price applies to the generation and transmission portion of your bill. **If you are ever unhappy with your service or rate from IGS Energy, you may cancel free of charge at any time** and return to AEP at a rate and terms that may or may not be the same as what other AEP customers pay.

**You will be automatically enrolled in Delaware's Electric Aggregation Program unless you choose to "opt out" – that is, affirmatively choose to not participate.** If you want to be excluded from the Delaware Township Electric Aggregation Program, you must return the enclosed "Opt-Out" Form or contact IGS Energy at 1-877-915-4447 by **April 21, 2013**. If you do not cancel or opt-out at this time, you will be enrolled in the program until it expires with your March 2015 billing period. If you do opt-out, you will continue to receive AEP's standard service offer rate.

Under this aggregation, AEP will continue to maintain the wires system that delivers power to your home or business. You will still contact AEP regarding loss of power service or for any other concerns or issues having to do with your electric service. You will continue to receive a single bill from AEP for your electric service with your lower IGS Energy rate included.

**If you have any questions please call IGS Energy at 1-877-915-4447, weekdays, from 8:00 a.m. to 8:00 p.m. EST.** For general information on deregulation in Ohio, you can also visit the Web Site of the Public Utilities Commission of Ohio ([www.PUCO.ohio.gov](http://www.PUCO.ohio.gov)).

*Sincerely,  
IGS Energy and Delaware Township Trustees,*

P.S. Remember to return the "Opt-Out" form only if you do **not** want to participate in the Delaware Township Electric Aggregation Program.

If the business for which you have received this letter is not located within Delaware Township, you have received this letter in error. Please contact IGS Energy at 1-877-915-4447 to be removed from the aggregation list.

I wish to opt out of the @FullCityname@ Natural Gas Governmental Aggregation Program

12-digit account number as it appears on your current natural gas bill:  
(opt out)

(Check box to

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Name (Please Print) \_\_\_\_\_

City of ...

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NOTICE

Return the "Opt-Out" form only if you do not want to participate in the Concord Electric Aggregation Program.

Return by **March 24, 2014** to:

Electric Governmental Aggregation Program

PO Box 9060

Dublin, Ohio 43017-0960

Term Box	
Utility:	Columbus Southern Power Company ("AEP")
Price Plan	Guaranteed Saving Rate
Program Price	Subject to the terms and conditions detailed below in the body of the Agreement: For residential customers the applicable price per KWH shall be ten percent (10%) less than the applicable AEP Price to Compare per KWH of electricity consumed. For non-mercantile commercial customers the applicable price per KWH shall be ten percent (10%) less than the applicable AEP Price to Compare per KWH of electricity consumed.
Term	Services to be rendered pursuant to this Agreement will commence upon the implementation of Concord Township's community opt-out government aggregation program and will continue through the customer's May of 2015 billing cycle
Cancellation Fee	None

The services provided to me by Interstate Gas Supply, Inc. ("IGS Energy") are governed by the terms and conditions stated in this document and the opt-out notification accompanying this document ("Agreement") and will serve as the terms of service for the Concord Township opt-out government aggregation program ("Program") which I agree to enroll in by not "opting-out" of the Program, as described in the accompanying opt-out notification letter, or exercising my right to rescission under this Agreement.

**Term:** The Term of the Program will be as stated in the term box located at the top of this Agreement ("Term Box"). IGS Energy will supply the commodity portion of my electricity and AEP will continue to be my Electric Delivery Company ("EDC"). Upon expiration of the opt-out period, if I do not elect to opt-out of the Program, IGS Energy will notify the EDC to transfer electric commodity services to IGS Energy. If I am currently an IGS Energy electric customer, IGS Energy reserves the right to reject or rescind my enrollment in the Program or to require me to pay the applicable cancellation fee, if any, for my existing electric service agreement to be eligible for this Agreement.

**Regulatory:** Competitive electric retail services ("CRES Program") are subject to ongoing Public Utilities Commission of Ohio ("PUCO") and EDC jurisdiction. I understand that if the CRES Program is terminated or materially altered, this Program may be terminated by me or IGS Energy without penalty. I understand that IGS Energy may terminate or modify this Program due to unforeseen regulatory action that will materially affect the costs of providing electric service to the Program.

**Price:** The price I will pay for my electric supply charges (which applies to the generation and transmission portion) under the Program is as described in the Term Box ("Program Price"). I am responsible for, and my Program Price does not include, applicable taxes and/or EDC charges, including service and delivery charges, which will be billed by the EDC.

**Renewal:** If my community's governmental aggregation continues, at least every three years from the establishment of this Program the government aggregator or its supplier shall provide me notice of my right to opt out of the aggregation without penalty. The process for providing me with notice of my right to opt-out shall include a provision for me to return a post card or similar notice to the governmental aggregator or the supplier. For renewals, I will have at least twenty-one days from the post mark date on the written notice to choose to opt out of the Program, and my return post card or notice that is post marked before the opt out deadline has elapsed shall count as timely sent. The notice will follow the procedures established for the initial opt-out notice set forth in this rule and shall prominently disclose to me all changes to the terms and conditions associated with the aggregation. I am entitled to opt-out of the government aggregation program at least every three years from the commencement date of the Program, without a penalty. If I am in the Program when the Program is renewed and I do not exercise my right to opt-out, I will be continued in the Program. Nothing in this Agreement guarantees that I am entitled to pricing provided by IGS Energy after the Term of this Agreement expires.

**Customer Rescission Period:** If I am a new customer to IGS Energy this Agreement may be rescinded by me with no cancellation fee by contacting the EDC in writing or by telephone at the number provided on the confirmation notice within 7 business days from the post-mark date of the confirmation notice sent by the EDC ("Rescission Period"). If I am an existing IGS Energy electric customer I will not receive a confirmation notice from the EDC but, in the event I decide to cancel this Agreement, I will be returned to my previous Agreement with IGS Energy without penalty under this Agreement.

**Cancellation:** I can cancel this Agreement without cancellation fee by providing notice of not less than 30 days to IGS Energy. Cancellation notices provided after the Rescission Period may result in an additional month(s) of service with IGS Energy at the Program Price, which I agree to pay, as the effective date of all cancellations are subject to EDC guidelines. I understand that if I switch my service to another supplier or back to the EDC an EDC switching fee may apply under the EDC's tariff and if I return to the EDC sales service I may not be served under the same rates, terms, and conditions that apply to other customers served the EDC.

**Contact and Dispute Resolutions:** In the event of a billing dispute or issues regarding volume or metering, I should contact the EDC at the number listed on their bill. For other questions or concerns about pricing, I can contact the IGS Energy choice



department by phone weekdays from 8:00 a.m. to 8:00 p.m. ET at 877-915-4447, by fax 1-800-584-4839, in writing at P.O. Box 9060, Dublin, OH 43017, or through their web site at [www.IGSEnergy.com](http://www.IGSEnergy.com). Also, I can contact IGS Energy through e-mail at [choice@IGSEnergy.com](mailto:choice@IGSEnergy.com). If my questions or concerns or complaint are not resolved after I have called IGS Energy or my EDC, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or for TTY toll free at 1-800-686-1570 (toll free), from 8:00 a.m. to 5:00 p.m. weekdays, or at [www.puco.ohio.gov](http://www.puco.ohio.gov). The Ohio Consumer's Counsel ("OCC") represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from 8 a.m. to 5 p.m. weekdays, or at <http://www.pickocc.org>

**Assignment:** This Agreement is assignable by IGS Energy without my consent subject only to required regulatory approvals. IGS Energy will use its best efforts to give the EDC and me thirty (30) days written notice prior to any assignment.

**Billing:** For my convenience I will receive only one bill, which will be issued by the EDC each month and will contain IGS Energy's electric supply charge plus applicable taxes and all of the EDC's delivery and other applicable charges, including any late fees assessed by the EDC. I agree to continue to pay the EDC for the entire electric bill under the EDC's payment terms and conditions. If I fail to pay my bill within the EDC's payment terms, IGS Energy reserves the right to charge a monthly late fee of 1.5% of the amount past due, calculated from the EDC due date on my bill. I understand and agree that although I remit my payments to the EDC, ultimately if I fail to make my payment to the EDC for the electricity commodity component of my bill supplied by IGS Energy, I will owe the unpaid amount to IGS Energy in which case IGS Energy may bill me directly for unpaid balances and seek collection if necessary. Additionally, if I fail to timely pay my IGS Energy charges billed by either the EDC or IGS Energy, IGS Energy may in its sole discretion terminate this Agreement with fourteen (14) days written notice or require a security deposit in order to continue service under this Agreement.

I may request twice within a 12 month period, at no charge, up to 24 months of my payment history for services rendered by IGS Energy. Other than for operation, maintenance, assignment and transfer of my account or, where IGS Energy is performing billing services, or for collections, IGS Energy will not disclose my account number to any other third party without my affirmative written consent or electronic authorization or pursuant to a court or PUCO order and that, other than for credit checking and credit reporting, IGS Energy will not disclose my social security number without my affirmative written consent or pursuant to court order. I authorize IGS Energy to obtain my billing payment and usage history from the EDC.

**Moving/Termination:** I understand that this contract will automatically terminate, without penalty, if I relocate outside the EDC service territory or if I relocate within the current EDC service territory and the EDC assigns a new account number or Service Delivery Identifier ("SDI").

**Environmental Disclosure:** For electric customers, the approximate generation resource mix and environmental characteristics of the power supply that will be secured to provide services under this Agreement can be viewed at the IGS website – [igsenergy.com](http://igsenergy.com). I agree that IGS will make the required quarterly updates to the disclosure statement electronically on the IGS website. IGS will also provide the environmental disclosure statement upon my request.

**Eligibility / Limitation of Liability / Jurisdiction:** This Agreement is for only residential and non-mercantile commercial customers (see Ohio Revised Code 4928(A)(19)) in the AEP service territory. By entering into this Agreement, I represent and agree that the account(s) served by IGS Energy under this Agreement is (are) Residential or Non-Mercantile Commercial account(s) and that I am not an existing IGS Energy customer. IGS Energy reserves the exclusive right, at any time, to not enroll, or if I have been enrolled, to terminate my service locations that do not meet the preceding criteria and return me to the EDC (or previous IGS Energy product, whichever is applicable) with no penalty to IGS Energy. **Also, I represent that I am current on my EDC bill at the time of enrollment with IGS Energy. If IGS Energy determines through the enrollment process with the EDC that I am not current on my EDC bill, IGS Energy can in its sole discretion, 1) void my enrollment without notice and without penalty to IGS Energy or 2) require a security deposit to be paid as a condition of enrollment.** Furthermore, participation in the program is subject to the rules of the EDC and customers are sometimes terminated from the residential program either in error or for being in arrears. In such instances, I can contact the EDC to correct the problem and be reinstated in the residential program. Regardless of the reason for termination, in no case will the original term be extended for months that I was unable to participate nor will IGS Energy have any liability for any early termination or for any months that I was unable to participate in the program. IGS Energy assumes no liability or responsibility for losses or consequential damages arising from items associated with the EDC including, but not limited to: operations and maintenance of their system; any interruption of service; termination of service; or deterioration of service, nor does IGS Energy assume responsibility or liability for damages arising from any in-home or building damages and in addition shall not be responsible for any indirect, consequential, special or punitive damages whether arising under contract, tort (including negligence or strict liability) or any other legal theory. The parties agree that if issues relating to this Agreement cannot be resolved through the PUCO as detailed under "Contract and Dispute Resolution" above or if suit is filed, any legal action involving this Agreement shall be brought only in a court of the State of Ohio sitting in Franklin County, Ohio or the United States District Court sitting in Franklin County, Ohio. I submit to the personal jurisdiction in such courts and irrevocably waive any objections that I have or might have in the future to such courts as the proper forum for any and all actions arising under this Agreement. The parties agree that this Agreement shall be interpreted under the laws of the State of Ohio, regardless of Ohio's choice of law provisions.

## **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 Delaware 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 Ohio ("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 Delaware Township (the "Township") has contracted with Interstate Gas Supply, Inc. ("IGS 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. IGS Energy has already successfully completed one electric governmental aggregation program for the City of Kenton, Ohio.

Interstate Gas Supply, Inc., dba IGS Energy, is one of the nation's largest independent competitive natural gas and electric suppliers. Based in Dublin, IGS Energy serves more than one million customers in eleven states across the country. Certified by the Public Utilities Commission of Ohio, IGS has been serving municipal aggregations in the State for more than a decade; and thus has

vast experiential knowledge of the complexities and nuances associated with the regulatory requirements governing opt-out municipal aggregation programs.

IGS Energy has invested in the development of internalized supply and customer service departments. These key departments are housed at corporate headquarters and staffed by individuals with a wealth of experience in their respective disciplines. Call center staff is trained to handle all in-coming aggregation calls, including customer inquiries and requests to opt-out. Open six days a week, the call center is designed to accommodate the needs of municipal residents.

Billing for aggregation participants will be provided by the host utility.

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Summary: Application electronically filed by Scott Belcastro on behalf of Delaware Township, Delaware Co., OH