



The Public Utilities Commission of Ohio

PUCO USE ONLY		
Date Received	Case Number	Version
		August 2004

CERTIFICATION APPLICATION FOR GOVERNMENTAL AGGREGATORS

Please type or print 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 the Public Utilities Commission of Ohio, Docketing Division, 180 East Broad Street, Columbus, OH 43215-3793.

**This PDF form is designed so that you may directly input information onto the form.
You may also download the form by saving it to your local disk.**

A. APPLICANT INFORMATION

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

Name Village of Baltimore
Address 103 West Market Street, Baltimore, Ohio 43105
Telephone Number (740) 862-4491
Web site address (if any) http://baltimoreohio.org

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

A-3 Exhibit A-3 "Operation and Governance Plan" provide a copy of the applicant's 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:**

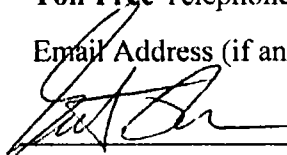
Name	Scott Brown
Title	Administrator
Business Address	103 West Market Street, Baltimore, Ohio 43105
Telephone #	(740) 862-4491 Fax # (740) 862-4368
Email Address (if any)	sbrown@baltimore.org

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

Name	Scott Brown
Title	Administrator
Business Address	103 West Market Street, Baltimore, Ohio 43105
Telephone #	(740) 862-4491 Fax # (740) 862-4368
Email Address (if any)	sbrown@balitmore.org

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

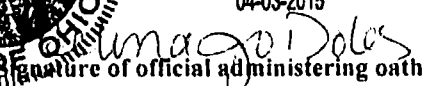
Customer service address	103 West Market Street, Baltimore, Ohio 43105
Toll-Free Telephone #	(740) 862-4491 Fax # (740) 862-4368
Email Address (if any)	sbrown@balitmore.org

 Administrator
Signature of Applicant and Title



subscribed before me this
MELISSA JO DOLES
Notary Public, State of Ohio
My Commission Expires
04-03-2015

3 day of February (Month) 2014 Year


Signature of official administering oath

Melissa Jo Dolez
Print Name and Title

My commission expires on

4-3-2015

AFFIDAVIT

State of Ohio _____:

Baltimore ss.
(Town)

County of Fairfield _____:

Scott Brown, Affiant, being duly sworn/affirmed according to law, deposes and says that:

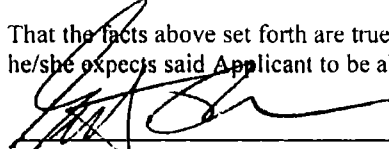
He is the Village Administrator (Office of Affiant) of the Village of Baltimore (Name of Applicant);

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 Ohio 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 Ohio 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 Ohio Revised Code.
5. The Applicant herein, attests that it will cooperate 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 Ohio 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.

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.



Signature of Applicant & Title



MELISSA JO DOLES
Notary Public, State of Ohio
My Commission Expires
04-03-2015

3 day of February Month 2014 Year

Signature of official administering oath

Print Name and Title

Melissa Jo Doles

My commission expires on

4-3-2015

EXHIBIT A-2
Village of Baltimore
Authorizing Ordinance

A copy of the Village's authorizing ordinance is attached.

RECORD OF RESOLUTIONS

Resolution No. 2013-28

Passed

7-22

2013

A RESOLUTION AUTHORIZING ALL ACTIONS NECESSARY TO CREATE A GOVERNMENTAL ELECTRIC AGGREGATION PROGRAM WITH OPT-OUT PROVISIONS PURSUANT TO SECTION 4928.20 OF THE OHIO REVISED CODE; DIRECTING THE FAIRFIELD COUNTY BOARD OF ELECTIONS TO SUBMIT A BALLOT QUESTION TO THE ELECTORS OF THE VILLAGE OF BALTIMORE, OHIO; DISPENSING WITH THE SUBSEQUENT READINGS AND THE DECLARATION OF AN EMERGENCY

WHEREAS, the Ohio Legislature has enacted electric deregulation legislation, which authorizes the legislative authorities of municipal corporations, townships, and counties to aggregate automatically, pursuant to Section 4928.20 of the Ohio Revised Code, subject to opt-out provisions, competitive retail electric service for the retail electric loads located in the respective jurisdictions and to enter into service agreements to facilitate the sale and purchase of the service for the electric loads; and,

WHEREAS, such legislative authorities may exercise such authority individually or jointly with any other legislative authorities; and,

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

WHEREAS, this Council seeks to establish a governmental aggregation program with opt-out provisions pursuant to Section 4928.20 of the Ohio Revised Code (the "Aggregation program"), for the residents, businesses, and other electric customers in the Village of Baltimore and in conjunction with any other municipal corporation, township, county, or other political subdivision of the State of Ohio, as permitted by law; and,

WHEREAS, Village Council of the Village of Baltimore desires to proceed with the submission of the question to the electors of the Village of Baltimore;

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF BALTIMORE, FAIRFIELD COUNTY, OHIO, A MAJORITY OF ITS MEMBERS CONCURRING:

SECTION 1: The Council finds and determines that it is in the best interests of the Village of Baltimore, its residents, businesses, and other electric consumers located within the Village limits of the Village of Baltimore, Ohio, to establish the Aggregation Program in the Village of Baltimore. Provided that the Aggregation Program is approved by the electors of the Village of Baltimore pursuant to Section 2 of this Resolution, the Village of Baltimore is hereby authorized to aggregate automatically in accordance with Section 4928.20 of the Ohio Revised Code, competitive retail electric service for the retail electric loads located within the Village of Baltimore, and, for that purpose, to enter into service agreements to facilitate the sale and purchase of the service for the retail electric loads. The Village of Baltimore may exercise such authority jointly with any other municipal corporation, township, or county of the State of Ohio to the full extent permitted by law. 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 Fairfield County, Ohio, is hereby directed to submit the following question to the electors of the Village of Baltimore at the next general election to be held on November 5, 2013. The Aggregation Program shall not take effect unless approved by a majority of the electors voting upon this issue at the election held pursuant to this Resolution and Section 4928.20 of the Ohio Revised Code.

RECORD OF RESOLUTIONS

Resolution No. 2013- 28

Passed 7-22 20 13

SECTION 8: This Resolution is hereby declared to be an emergency measure necessary for immediate preservation of the health, safety and welfare of the citizens of the Village of Baltimore and shall take effect immediately. The reason for the emergency is to meet the filing deadline with the Fairfield County Board of Elections.

VOTE RECORD:

Yea Judy Landis

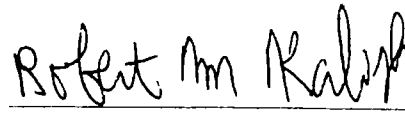
Yea Robert Hankison

Yea Jim Hochradel

Yea Tony House

ABSENT Chuck Keller

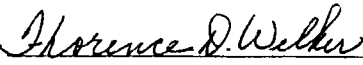
Yea Dwayne Mohler



Robert M. Kalish, Mayor

DATE OF PASSAGE: 7-22-13

EFFECTIVE DATE: 7-22-13

ATTEST: 
Florence D. Welker, Fiscal Officer

SPONSOR: House

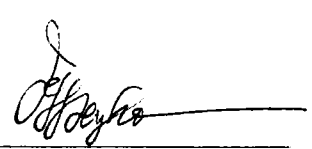
APPROVED AS TO FORM: 
Jeffrey Feyko, Village Solicitor

EXHIBIT A-3
Village of Baltimore

Operation and Governance Plan

A copy of the Village's Operation and Governance Plan is attached.

Village of Baltimore

**ELECTRIC PLAN OF OPERATION &
GOVERNANCE**

Table of Contents

	<u>Page</u>
1. Overview.....	1
1.1. Ohio Law	1
1.2. Description of the Aggregation Program.....	2
1.3. Steps Required by the Law	2
1.4. Practical Steps and Requirements of the Competitive Market	3
2. Description of Aggregation Program Goals and Operation.....	4
2.1. Aggregation Program Goals	4
2.2. Aggregation Program Operations	4
2.3. Aggregation Program Funding	6
2.4. Consumer Participation.....	6
2.5. Notification of Consumers.....	7
2.6. Activation of Customer Service.....	8
2.7. New Individual Customers	8
2.8. Customer Switching Fee.....	9
2.9. Election of Standby Service.....	9
2.10. Phase-In Generation Deferral Surcharge	9
2.11. Individual Customer Termination of Participation	9
2.12. Service Termination by Supplier	10
2.13. Termination of the Aggregation Program.....	10
3. Customer Care	10
3.1. Universal Access.....	10
3.2. Rates.....	10
3.3. Costs To Consumers	11
3.4. Consumer Protections	11
3.5. Contract Disclosure.....	11
3.6. Billing and Service Assistance.....	11
3.7. Standard Terms and Conditions Pertaining to Individual Account Service	12
3.8. Protection of Consumers and Risk Associated with Competitive Market.....	13
3.9. Resolution of Customer Complaints.....	13
3.10. Periodic Reports on Customer Complaints.....	14
3.11. Modifications to the Village's Plan	14
4. Rights and Responsibilities of Program Participants.....	14
4.1. Rights	14
4.2. Responsibilities.....	14
4.3. Taxes	14

5.	Organizational Structure and Governance of the Aggregation Program	15
5.1.	Description of Organization and Management of Aggregation Program	15
5.2.	Description of Program Organizational Structure	15

Purpose of the Plan of Operation and Governance

This Plan of Operation and Governance (the “Plan”) has been prepared by the Village of Baltimore (the “Village”) in compliance with Ohio law regarding government aggregation of electric consumers (the “Aggregation Program”). The Plan contains information on the structure, governance, operations, management, funding, and policies of the Aggregation Program to be utilized for participating eligible customers.

The Village's purpose in preparing this Plan is to describe its approach to the Aggregation Program undertaken on behalf of the eligible customers within its corporate boundaries. The Village seeks to represent consumer interests in competitive markets for electricity. The Village seeks to aggregate consumers to negotiate the best available rates for the supply of electricity and to advance consumer protection for all eligible residents, schools, churches, businesses and industries, and governmental entities. The Village oversees managerial, technical, and financial resources to acquire service and financial guarantees sufficient to protect consumers.

Combining consumer interests within the Village increases leverage, resources, and buying power of participating consumers. Under the opt-out Aggregation Program, participation is voluntary for each individual consumer. Any individual consumer will have the opportunity to decline service provided through the Aggregation Program, and choose any electric supplier they wish at the outset of the Aggregation Program and, at a minimum, every three years thereafter.

The Plan was adopted after public hearings were held in accordance with Ohio Revised Code Section (“R.C.”) 4928.20(C).

1. Overview

1.1. Ohio Law

1.1.1. Senate Bill 3

Ohio law enacted in 1999 allows for competitive purchase of retail electric supply. Section 4928.20 of the Ohio Revised Code (“R.C.”) allows municipalities, townships, and/or counties to develop governmental aggregation programs allowing consumers in those communities to join together and utilize their combined purchasing power to competitively acquire firm all-requirements retail electric supply. Communities undertaking development of this option are known as “government aggregators.”

The law contains several requirements for government aggregators. One general requirement is to develop a plan of operation and governance for the aggregation program. The plan of operation and governance is subject to review by citizens in communities undertaking government aggregation, and is also subject to approval and certification by the Public Utilities Commission of Ohio (“PUCO”). The Plan describes the Aggregation Program to be utilized for participating customers within the Village’s municipal boundaries.

1.1.2. Senate Bill 221

In 2008, Ohio enacted Senate Bill 221, which updated and overhauled Ohio's public utility laws, and provided special protections to governmental aggregators through the following provisions:

- R.C. 4928.20(I) – incentivizes customer participation in government aggregation by allowing a participating customer to avoid a surcharge proposed to recover deferred generation costs in certain circumstances;
- R.C. 4928.20(J) – allows municipal aggregators to avoid standby charges by electing not to take standby, provider of last resort service from the utility in exchange for agreeing that customers who choose to return to the utility's standard service offer ("SSO") would do so at the market price of electricity;
- R.C. 4928.20(K) – requires the PUCO to consider the effect on governmental aggregations from non-bypassable generation charges and adopt rules that "encourage and promote" large-scale governmental aggregation; and
- R.C. 4928.20(D) – extends the opt-out period to three years, meaning each customer of a governmental aggregator must have the right to opt-out of the aggregation at least once every three years without a penalty.

1.2. Description of the Aggregation Program

The Aggregation Program involves the acquisition of competitive retail electric supply. Distribution services (metering, billing, maintenance of the transmission and distribution system) will continue as the function of the local distribution company, Ohio Power Company. The local distribution company shall also be the "provider of last resort" for consumers not participating in the Aggregation Program who have no other competitive supplier. The Village's Aggregation Program has been undertaken as an "opt-out" program that requires the authorization of its constituents in a public process. All eligible customers will be included in the Aggregation Program unless they choose to "opt-out" as described in section 2.4 of this Plan.

The Aggregation Program has been undertaken through the authorization of Village Council and through the public process as required by law and as outlined below in section 1.3. The operations of the Aggregation Program are described in section 2 of the Plan, and the governance of the Program is described in section 3 of the Plan.

1.3. Steps Required by the Law

The process of establishing government aggregation involves a multi-step public process undertaken by the Village:

- 1.3.1.** Village Council passes ordinance authorizing an automatic (or "opt-out") aggregation program for consumers;
- 1.3.2.** The ordinance must authorize the local board of elections to submit the question of whether to aggregate to the electors at a special election on the day of the next

primary or general election, and be submitted to the local Board of Elections not less than 90 days before the day of the special election;

- 1.3.3. The ordinance authorizing opt-out aggregation placed before voters requires approval of a majority of electors voting on the ordinance;
- 1.3.4. Develop a plan of operation and governance and submit the plan of operation and governance to the PUCO for certification;
- 1.3.5. Publish notice of public hearing on the initial plan of operation and governance once a week for two consecutive weeks before the first public hearing on the initial plan of operation and governance (providing summary of initial plan of operation and governance and the date, time, and location of each hearing);
- 1.3.6. Hold two public hearings on the initial plan of operation and governance;
- 1.3.7. Adopt initial plan of operation and governance;
- 1.3.8. Notify eligible customers of automatic enrollment and opt-out period prior to service under the Aggregation Program (notification is to state the rates, charges, and other terms and conditions of enrollment);
- 1.3.9. Any enrolled customer participating in the Aggregation Program will have the opportunity to opt-out of the Program every three years, without paying a switching fee; and
- 1.3.10. Notify eligible customers as part of the opt-out notice of the terms and calculation of any applicable deferral-recovery surcharge and the process for electing not to receive standby service.

1.4. Practical Steps and Requirements of the Competitive Market

Practical steps and requirements of acquiring electric supply in the competitive market include the following activities to be undertaken by the Village and the contracted Aggregation Program retail electric suppliers (the “Suppliers”):

- 1.4.1. Village development and release of Request for Proposals;
- 1.4.2. Proposals submitted by Suppliers and negotiations undertaken with Suppliers by the Village and its legal and technical advisors;
- 1.4.3. The Village’s selection of Supplier(s) and execution of Supply Contract(s);
- 1.4.4. Acquisition of electronic list of eligible customers from the distribution utility;
- 1.4.5. Notification of eligible customers of opt-out process undertaken by the Village and selected Supplier(s) via U.S. mail and utilizing electronic customer list addresses;

- 1.4.6. Electronic customer list revised by the Village's Supplier(s) who removes responding opt-out customers from the list;
- 1.4.7. Revised electronic customer list transmitted back to the distribution utility for customer transfer;
- 1.4.8. The distribution utility completes administrative transfer of participating customers (via revised electronic list) to the Village's Supplier(s);
- 1.4.9. Firm all-requirements retail electric supply service initiated to participating customers based on terms and conditions of Supply Contract(s);
- 1.4.10. The Village and its legal and technical advisors monitor contract for compliance;
- 1.4.11. The Village acts to protect interests of participating customers.

2. Description of Aggregation Program Goals and Operation

2.1. Aggregation Program Goals

The Village's goals for the Aggregation Program are stated below. These goals guide the decisions of the Village Council, Mayor and relevant Village Staff:

- To provide an option for aggregation of all eligible customers on a non-discriminatory basis;
- To allow those eligible customers who choose not to participate to opt-out;
- To acquire the best market rate available for electricity supply;
- To provide consumer education and enhance consumer protection and options for service under contract provisions;
- To provide managerial, technical, and financial resources to acquire service and financial guarantees sufficient to protect consumers and the electric distribution utility;
- To advance specific community goals that may be selected from time to time;
- To provide full public accountability to consumers, and;
- To utilize municipal authority to achieve these goals.

2.2. Aggregation Program Operations

The Aggregation Program is designed to reduce the amount participating customers pay for electric energy, and to gain other favorable economic and non-economic terms in service contracts for the Village and its residents. The Village will consider cooperating with other municipalities, counties and townships if it appears beneficial to do so. The Village shall seek energy prices for each class of customers lower than the comparable price available from the local distribution company. Large commercial and industrial customers, due to the varying

characteristics of their electric consumption, may receive individual prices from the selected Supplier(s).

The Village does not buy and resell electricity, but represents consumer interests to set the terms for electricity supply and service from a competitive Supplier(s). Through a request for proposals and negotiation process, the Village develops a contract with a competitive Supplier for firm, all-requirements retail electric supply service. The contract is expected to be for a fixed term. The Village may contract with one or more Suppliers to meet the needs of participating customers.

Through a negotiation process, the Village will develop a Supply Contract with a Supplier or Suppliers for firm, all-requirements service. The Village will contract only with a Supplier(s) that meet at a minimum the following criteria:

- Certified Supplier by the Public Utilities Commission of Ohio.
- Registered with the distribution company.
- Have a service agreement under the distribution company's Open Access Transmission Tariff.
- Successfully completed Electronic Data Interchange (EDI) computer system testing with the distribution company and that Supplier's EDI computer system is capable of effectively processing Aggregation Program EDI transactions in a timely manner.
- Meet any standards of creditworthiness established by the Village.
- Have a customer call center capable of effectively handling participants' questions, concerns and disputes in a timely manner using a toll-free telephone number.
- Hold the Village harmless from any financial obligations arising from offering electricity and/or energy-related services to Aggregation Program participants.
- The Supplier will build and maintain a database of all Aggregation Program participants. The database will include the name, address, the distribution company account number or service delivery identification (SDI) number and may include other pertinent information as agreed upon by the Village and the Supplier. Such information may include the CRES Provider's account number or 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 Village will have the right to access information in the database for purposes of auditing.
- The Supplier will provide and maintain the required Electronic Data Interchange (EDI) computer system to effectively process Aggregation Program enrollments, opt outs, billing, etc., with the distribution company.
- The Supplier will provide a local or toll free telephone number for participant questions and concerns about enrollment, opt-out provisions, billing and other Aggregation Program issues.

- The Supplier will develop internal controls and processes to help ensure that the Village 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.
- The Village will require any CRES Provider to disclose any subcontractors that it uses in fulfillment of the services described herein.

2.3. Aggregation Program Funding

Funding for the Village's implementation and operation of the Aggregation Program is anticipated to be provided by the selected Supplier(s) through an appropriate administrative fee.

2.4. Consumer Participation

An "eligible customer" constitutes a customer eligible under utility or PUCO rules and which the Village and its Supplier(s) have elected to serve. Consumers that shall not be included in a governmental aggregation program pursuant to utility or PUCO rules include the following:

- A consumer located in the certified territory of a non-profit electric supplier;
- A consumer served by transmission or distribution facilities of a municipal electric utility;
- A consumer that affirmatively chooses to be included on the PUCO's "do not aggregate" list;
- A "mercantile customer" (defined as a commercial or industrial customer that consumes more than seven hundred thousand kilowatt hours per year or is part of a national account involving multiple facilities in one or more states) that fails to affirmatively elect to participate in an aggregation program;
- A consumer already in contract with another competitive retail electric service supplier;
- A consumer that has opted out of the governmental aggregation program;
- A consumer enrolled in the percentage of income payment plan ("PIPP");
- A consumer that has a special arrangement with the distribution utility; and
- A consumer not located within the Village's boundaries.

Eligible customers shall be notified of the Aggregation Program and terms and conditions of participation prior to initiation of services and be provided an opportunity to "opt-out" at no cost during a 21-day period specified in the terms and conditions of the Supply Contract(s). (See section 2.5 below for details of the notification and opt-out process.) During this 21 day period consumers may choose another competing Supplier, or receive electric supply from their local distribution company. Participating customers will be given the opportunity every three years after the initiation of service to opt-out. Participating customers who choose to opt out of the Aggregation Program after the initial 21 day period, but prior to the next three-year opt-out opportunity, may face an exit charge which will be described in the opt-out notification.

Consumers who move to a location within the Village's boundaries and are considered by the distribution utility to be new electric customers, may participate in the Aggregation Program at the existing price and terms offered for that customer class, or other terms specified under the Supply Contract. Such new electric consumer can also choose to opt-out of the Aggregation Program at no charge during the initial 21 day period after the relocation and at subsequent opt-out periods of every three years.

2.5. Notification of Consumers

Prior to initiation of service, all eligible customers shall be notified of the opt-out terms. The process of notification may include the following:

- (A) separate mailings;
- (B) newspaper notices;
- (C) public service announcements; and
- (D) posting of prominent notice in various Village office buildings.

Prior to enrollment, the notification shall be mailed in a timely manner for receipt by eligible customers prior to their start-of-service day. The opt-out period shall be 21 days from the notice's postmarked date (or, if none, the mailing date). The notification shall include:

- (A) A summary of all actions taken by the Village to authorize the aggregation;
- (B) A description of the services offered by the Aggregation Program;
- (C) Disclosure of the price to be charged (which may be a fixed price stated in cents per kilowatt-hour);
- (D) A statement informing customers of their the right to opt-out under the Aggregation Program every three years, without interruption of their current service, or payment of a penalty or switching fee;
- (E) A statement informing customers that choose to opt out of the Program prior to its commencement that they will be served by the electric distribution utility's standard service offer or until the customer chooses an alternative supplier of electric service.
- (F) A statement informing customers that returning to the distribution utility may not result in that customer being served under the same rates, terms, and conditions as other customers served by the distribution utility;
- (G) An itemized list and explanation of all fees and charges not incorporated in the base Aggregation Program rates but that will be charged for participation in the Aggregation Program (e.g. early termination penalties and surcharges);
- (H) Disclosure of the dates covered by the Aggregation Program, including the estimated start date;
- (I) Disclosure of any credit and/or deposit requirements;

- (J) Disclosure of any limitations or conditions on customer acceptance into the Aggregation Program;
- (K) If applicable, inform consumers whether the Village elected in the best interest of the Aggregation Program not to receive standby service from the electric utility under an approved electric security plan, and inform consumers that non-standard service offer rates and conditions may apply if the consumer returns to the electric utility after the opt-out period;
- (L) A description of the opt-out process and statement that the opt-out period will last for 21 days from the date of the postmark on the written notice; and
- (M) A customer-friendly opt-out form (e.g. a postcard) to return to the Village indicating whether the customer has opted out of the Aggregation Program. Customers who do not return the opt-out form shall be automatically included in the Aggregation Program.
- (N) A local or toll-free telephone number, with the available calling hours, the participating customer may call regarding the Aggregation Program.

2.6. Activation of Customer Service

The process of activation is an administrative function with four parts: 1) Data preparation: On an electronic list consistent with Electronic Data Interface protocols, the distribution utility will identify all eligible customers in the Village (including names, addresses, account numbers, rate codes, percentage of income payment plan codes, and other relevant customer information); 2) Data verification: To the extent needed, if not inherent in data preparation, the distribution utility shall check customer meter numbers and other codes to verify proper eligible customer identification; 3) List Adjustment: Following the opt-out process, the selected Supplier(s) shall remove all customers who choose to opt-out from the electronic customer list; and 4) Automatic Enrollment: The revised electronic customer list shall be transmitted back to the distribution utility for customer transfer to the selected Supplier(s).

Consumers enrolled in the Aggregation Program by the Supplier will receive a letter from the distribution company notifying them of their enrollment. Consumers will have seven calendar days to notify the distribution company of any objection to their enrollment in the Aggregation Program. The distribution company will notify the Supplier of consumer objections or any reason that a consumer was not enrolled in the Aggregation Program.

Eligible customers on all billing cycles will be enrolled with the selected Supplier(s) consistent with the beginning of a new billing cycle. Service under the selected Supplier(s) shall begin at the start of the billing period following transfer. Service starts that do not match the billing cycle may be requested by a customer, but may incur additional charges from the local distribution company.

2.7. New Individual Customers

Eligible customers who relocate to a location within the Village shall be included in the Aggregation Program, subject to their opportunity to opt-out. New customers shall be informed

of this opt-out opportunity by the distribution utility when they sign-up for new service. The distribution utility shall notify the selected Supplier(s) of the new request for service, and the selected Supplier(s) shall provide standard opt-out notification materials to the new customer. The new customer may participate in the Aggregation Program at the existing price and terms offered for that customer class. Any such new or otherwise eligible electric customer can also choose to opt-out of the Aggregation Program at no charge during any other required opt-out period.

2.8. Customer Switching Fee

Supplier(s) may pass through switching fees (if any) to the Aggregation Program members.

2.9. Election of Standby Service

If standby service is approved by the PUCO, Ohio law allows the Village to decide whether receiving and paying for standby service is in the best interest of the participating Aggregation Program customers. If the Village elects not to receive and pay for standby service from the distribution utility, the Village will inform customers of its decision through an opt-out notice. The opt-out notice also must inform customers that when they return to the distribution utility, they will be charged the market price of electricity plus any amount attributable to the distribution utility's compliance with the State of Ohio's alternative energy portfolio standards. The market price and alternative energy amount will continue to be charged until the end of an approved electric security plan, or as otherwise approved by the PUCO.

2.10. Phase-In Generation Deferral Surcharge

If the PUCO authorizes a phase-in of electric generation rates under R.C. 4928.144 and a corresponding deferral of incurred costs, Ohio law allows the distribution utility to recover a portion of this amount from the Aggregation Program customers through a surcharge. The amount of the surcharge will be proportionate to the benefits Aggregation Program customers receive, and will be charged to each Aggregation Program customer while they remain a participant. For customers leaving the Aggregation Program, the otherwise applicable surcharge will apply. The Village will inform consumers through the opt-out notification process of the potential terms and calculation of any deferral surcharge approved by the PUCO.

2.11. Individual Customer Termination of Participation

In addition to the opportunity to opt-out of the Aggregation Program prior to start-up of service, an individual customer will be given an opportunity to opt-out at no charge every three years after start-up of service. Customers who move from the Village will have no penalties or exit fees. However, an individual customer who chooses to opt-out after the 21-day opt-out period and before the three year opportunity to opt-out may be required to pay an exit fee.

2.12. Service Termination by Supplier

Consistent with the requirements of Ohio law and the regulations of the PUCO, termination of service may take place for non-payment of bills. Customers whose electric supply is terminated by a selected Supplier will receive electric supply from their local distribution company, unless the local distribution company has also met state requirements to terminate service. Customers may be considered for re-enrollment in the Aggregation Program once they have met the requirements of law and are current on bill payment.

2.13. Termination of the Aggregation Program

The Aggregation Program may be terminated for participating customers in two ways:

- (1) Upon the termination or expiration of the electric supply contract for the Aggregation Program without any extension, renewal, or subsequent supply contract being negotiated; or
- (2) At the decision of the Village to cancel the Aggregation Program.

In any event of termination, each individual customer receiving electric supply services under the Aggregation Program will receive notification of termination of the Program ninety (90) days prior to such termination. Customers who are terminated from the Aggregation Program shall receive electric supply from the local distribution company unless they choose an alternative supplier.

The Village shall utilize appropriate processes for entering, modifying, enforcing, and terminating agreements pertinent to the Aggregation Program consistent with the requirements of local ordinances or resolutions, state and federal law. Other agreements shall be entered, modified, or terminated in compliance with the law and according to the express provisions of any negotiated agreements.

3. Customer Care

3.1. Universal Access

“Universal access” is a term derived from the traditional regulated utility environment in which all customers desiring service receive that service. For the purposes of the Aggregation Program, this will mean that all eligible customers within the borders of the Village, and all new customers in the Village, shall be eligible for service from the contracted supplier under the terms and conditions of the Supply Contract.

3.2. Rates

Under PUCO orders, the local distribution company assigns the customer classification and corresponding character of service and associated regulated rates. These rates include a monthly customer charge, a distribution charge, a transmission charge, and an access charge. Although the Village may participate in regulatory proceedings and represent the interests of

consumers regarding these regulated rates, it will not assign or alter existing customer classifications without the approval of the PUCO.

The focus of the Aggregation Program, as noted above, will be acquisition of competitive prices and terms for electric supply. The prices will be set through a competitive request for proposals and contract and negotiation process, and will be indicated on the consumer bill as the generation charge. Ohio law requires that a government aggregator separately price competitive retail electric services and that the prices be itemized on the bill of a customer or otherwise disclosed to the customer. The generation charge for each customer class, or any customer grouping by load factor or other appropriate pricing category, is expected to be lower than the utility's standard offer generation charge. All Supplier charges to the customer will be fully and prominently disclosed under the notification process.

3.3. Costs to Customers

Customer bills will reflect all charges for the administrative costs of the Aggregation Program. As noted in section 2.3, the implementation and operation of the Program is expected to be funded by the selected Supplier through an appropriate administrative fee. This charge will cover Program costs, including any necessary technical or legal assistance for the Program.

Additional charges may be levied by the selected Supplier(s), the local distribution company, or PUCO-approved local distribution tariffs.

3.4. Consumer Protections

Regarding all issues of consumer protection (including provisions relating to slamming and blocking), the Village will ensure that the selected Supplier(s) comply with all statutes, rules and regulations currently in place and as may be amended from time to time. The Village will provide on-going consumer education through public service announcements, posting of information, media press releases, advertising, and direct mailing depending upon the subject and appropriate venue.

3.5. Contract Disclosure

The Village will ensure that consumers are provided with adequate, accurate and understandable pricing and terms and conditions of service.

3.6. Billing and Service Assistance

The selected Supplier(s) may utilize the billing services of the local distribution company, where available, to render timely billings to each participating customer. Separate bills from the selected Supplier(s) and the local distribution company may also be requested.

All bills at a minimum shall include the following information: (1) price and total billing units for the billing period and historical annual usage; (2) to the maximum extent practicable, separate listing of each service component to enable a customer to recalculate its bill for accuracy; (3) highlighted and clear explanations, for two consecutive billing periods, of any

changes in the rates, terms, and conditions of service; (4) identification of the supplier of each service; (5) statement of where and how payment may be made and (6) a toll-free or local customer assistance and complaint number for the Supplier, as well as a customer assistance telephone numbers for the PUCO, with the available hours noted.

Credit, deposit, and collection processes concerning billing will remain the sole responsibility of the selected Supplier(s) and the local distribution company as provided by state law. Under no circumstances shall the Village have any responsibility for payment of any bills.

Unless otherwise specified in the Supply Contract, all billing shall be based on the meter readings generated by meters of the distribution company at the customer facilities. Customer bills shall be rendered monthly. Customers are required to remit and comply with the payment terms of the distribution utility and/or the Supplier. Billing may take place through the distribution company, at the Supplier's option, in the event that necessary billing data is not received from the distribution company in time to prepare monthly bills, the Supplier reserves the right to issue a bill based on an estimate of the participating customer's usage for that billing period. Any over-charge or under-charge will be accounted for in the next billing period for which actual meter data is available.

3.7. Standard Terms and Conditions Pertaining to Individual Account Service

The following consumer protection provisions are anticipated to be contained in a Supply Contract.

A. Title: Title to and risk of loss with respect to the electric energy will transfer from Supplier to participating customers at the Point-of-Sale which is the customer side of the meter.

B. Initiation of Supply Service: Energy deliveries pursuant to the Supply Contract will begin on the first meter reading date following the scheduled initiation of service date for each rate class or customer group, or individual customer as described in the Supply Contract, or as soon as necessary arrangements can be made with the distribution company thereafter and will end on the last meter reading date prior to the expiration date. The Supplier has the right to request a "special" meter reading by the distribution company to initiate energy delivery and agrees to accept all costs (if any) for such meter reading. The participating customer also has such a right, and similarly would bear the costs (if any) of such special meter reading.

C. Standard Limitation of Liability: Recognizing that electricity provided under the Supply Contract shall be ultimately delivered by the distribution company, to the extent permitted by law, the Supplier shall not be liable for any damage to a participating customer's equipment or facilities, or any economic losses, resulting directly or indirectly from any service interruption, electric outage, voltage or amperage fluctuations, discontinuance of service, reversal of service, irregular service or similar problems beyond the Supplier's reasonable control. To the extent permitted by law, except as expressly stated in the Supply Contract, the Supplier will make no representation or warranty, express or implied (including warranty of merchantability or of fitness for a particular purpose), with respect to the provision of services and electric energy.

D. Service Reliability and Related Supplier Obligations: Given the increasing interest in and need for high levels of reliability, the Supply Contract will help assure that participating customers receive electric supply with reliability equal to that of native load customers of the distribution company. The Supplier is providing generation and transmission services, and participating customers must rely upon the distribution company for regional transmission and local transmission and distribution services for ultimate delivery of electricity where reliability problems commonly occur. However, within the scope of electric energy supplier obligations, the Supplier shall take or adopt all reasonable steps or measures to avoid any unnecessary outages, service interruptions, capacity shortages, curtailments of electric supply, voltage reductions, and any other interference or disruption of electric supply to the Point-of-Delivery, and shall give the highest priority of supply to the electricity made available under the Supply Contract consistent with the requirements of law and equivalent to network service available to native load customers.

In addition to language to be included in the Supply Contract the Village will help to assure reliability through participation in proceedings related to the distribution utility or its operating companies' regulated transmission and distribution services and through direct discussions with the distribution utility and its operating companies concerning specific or general problems related to quality and reliability of transmission and distribution service.

E. Marketing and Solicitation Limitations: Participating customers will be protected from unwanted marketing solicitations by: (a) a prohibition that the selected Supplier(s) may not sell or exchange the consumer's name/address/or other identifying information to third parties without the Village's prior written consent; (b) an opportunity for each participating customer to check off a box rejecting additional mail solicitations from the Supplier (if the solicitation is via U.S. mail or other printed means) or an opportunity to request removal from a telephone solicitation list

3.8. Protection of Consumers and Risk Associated with Competitive Market

In a competitive market it is possible that the failure of an electric supplier to deliver service may result in the need for consumers to acquire alternative electric supply, or for consumers to receive electric supply at default service prices, if the SSO is no longer available. The Village will seek to minimize this risk by recommending only reputable Suppliers which demonstrate financial strength and the highest probability of reliable service. The Village also intends to include provisions in its contract with selected Supplier(s) that will protect consumers against risks or problems with electric supply service.

3.9. Resolution of Customer Complaints

It is important that customer complaints be directed to the proper party. The selected Supplier(s) shall ensure that each participating customer receives a printed copy of a toll-free number to call regarding service problems or billing questions. The Supplier shall refer reliability, line repair, or service interruption, and billing issues to the local distribution company. The Supplier shall handle all complaints in accordance with applicable laws and regulations. Problems regarding the selected Supplier(s) can be directed to the Village or the

PUCO. Customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or for TTY at 1-800-686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.PUCO.ohio.gov. The Village's website is <http://baltimoreohio.org>. As noted below, the Village will continue to monitor the selected Supplier(s) for compliance with consumer protection provisions in the Supply Contract and timely resolution of customer problems.

3.10. Periodic Reports on Customer Complaints

The Village shall act to monitor and enforce consumer protection provisions included in the Supply Contract. At the request of the Village, the selected Supplier(s) shall provide a periodic summary of the number and types of customer service issues and complaints that arose to date, and the status of resolution of those issues and complaints. If such reports indicate problems in the selected Supplier's service, the Village will pursue timely remedial action, or consider the Supplier in breach of Supply Contract terms.

3.11. Modifications to the Village's Plan

All material modifications to the Village's Plan shall be approved by majority vote of the Village Council.

4. Rights and Responsibilities of Program Participants

4.1. Rights

All Aggregation Program participants shall enjoy the protections of consumer law as they currently exist or as they may be amended from time to time. Under protocols developed by the PUCO, problems related to billing or service shall be directed to the appropriate parties: the distribution utility or the selected Supplier(s).

4.2. Responsibilities

All Aggregation Program participants shall meet all standards and responsibilities required by the PUCO, including timely payment of billings and access to essential metering and other equipment to carry out utility operations.

4.3. Taxes

The selected Supplier(s) shall include on the participating customer's bill and remit to the appropriate authority all sales, gross receipts, or excise or similar taxes imposed with respect to the consumption of electricity. Participating customers shall be responsible for all taxes (except for taxes on the Supplier's income). Participating customers shall be responsible for identifying and requesting any applicable exemption from the collection of any tax by providing appropriate documentation to the Supplier.

5. Organizational Structure and Governance of the Aggregation Program

5.1. Description of Organization and Management of Aggregation Program

The Village will establish the Aggregation Program in accordance with law and will provide managerial, technical, and financial resources to acquire service and financial guarantees sufficient to protect consumers and the electric distribution utility. The Village has developed a firmly based organization and employed legal and technical assistance from experienced and highly reputable firms.

The Village's legal counsel, Bricker & Eckler LLP, handles the legal needs of energy producers, energy consumers in both the public and private sector, as well as new energy marketers, providing legal services ranging from representation in regulatory proceedings, to negotiating new contractual relationships, to handling the acquisition, disposition and financing of energy businesses and facilities. Bricker & Eckler LLP has advised numerous Ohio political subdivisions in connection with the deregulation of energy markets in Ohio, and developed particular expertise in issues facing governmental aggregators.

The Village's Mayor will oversee the implementation and operation of the Aggregation Program consistent with the provisions of R.C. 4928.20. The Mayor will have the authority to develop specifications for the Aggregation Program, to appoint an Aggregation Program manager, and to select, hire and manage the Supplier(s).

Due to the complexity of the electric utility industry, the Village's Mayor may contract with a consultant or consultants to provide the necessary expertise to represent the Village's interest in legislative and regulatory matters and/or to serve as the Aggregation Program Manager. Such services may include, but are not limited to, facilitating consumer enrollment and opt-out, assisting with consumer education, addressing consumer questions and concerns, providing reports on program operation, enrollment and savings, negotiating future Supplier contracts, and representing the Village in dealing with Suppliers, the distribution utility, the Ohio Legislature, the Public Utilities Commission of Ohio, and the Ohio Consumers Counsel.

5.2. Description of Program Organizational Structure

5.2.1. Participating Customers

Consumers can influence the Village and its functions. They can elect candidates to the Village Council whose members may take positions regarding the government Aggregation Program. They can express their views to their respective council representatives. They can participate in local and state meetings and hearings regarding issues related to the Village's Aggregation Program. Participating customers will benefit from the market leverage of the group, and the professional representation and consumer protections provided under the negotiated service contracts. Individual consumers may opt-out of participation and may also bring issues before their local legislative body.

5.2.2. Service Supplier(s)

Service Supplier(s) contract with the Village to provide firm all-requirements retail electric supply to participating customers, or other specified services. Contractors report to the Village and carry out services in adherence to contract provisions.

RECORD OF ORDINANCES

Ordinance No. 2014- 15

Passed APRIL 14 20 14

AN ORDINANCE APPROVING THE PLAN OF OPERATION AND GOVERNANCE FOR THE ELECTRIC AGGREGATION PROGRAM FOR THE PURPOSE OF ESTABLISHING AND IMPLEMENTING AN ELECTRIC AGGREGATION PROGRAM AND THE DECLARATION OF AN EMERGENCY

WHEREAS, this Council previously enacted legislation authorizing the Village of Baltimore, Ohio (the "Village") to establish an Electric Aggregation Program pursuant to Section 4928.20, Ohio Revised Code (the "Electric Aggregation Program"), for the eligible residents, businesses and other electric consumers in the Village; and,

WHEREAS, on behalf of this Council pursuant to Section 4929.20 of the Ohio Revised Code, two (2) public hearings have been held on the Plan of Operation and Governance for the Electric Aggregation Program; and,

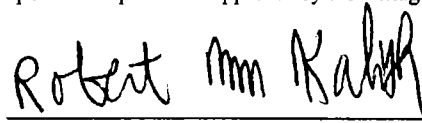
WHEREAS, this legislation needs to be approved on an emergency basis in order for the Electric Aggregation Program to be implemented in a timely fashion for the residents of the Village;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF BALTIMORE, FAIRFIELD COUNTY, OHIO, THREE-FOURTH'S (3/4'S) OF ITS MEMBERS CONCURRING:

SECTION 1. This Council finds and determines that it is in the best interests of the Village, including the electric consumers located within the Village, to adopt the Plan of Operation and Governance of the Electric Aggregation Program, for the purpose of establishing and implementing the Electric Aggregation Program in the Village.

SECTION 2. This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

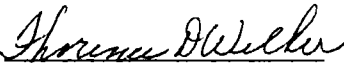
SECTION 3. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village, and for the further reason that this Ordinance is required to be immediately effective in order to maximize the potential benefits of electric deregulation through the Electric Aggregation Program, as provided herein; therefore, this Ordinance shall be in full force and effect immediately upon its adoption and approval by the Village.



Robert M. Kalish, Mayor

DATE OF PASSAGE: 4-14-2014

EFFECTIVE DATE: 4-14-2014

ATTEST: 
Florence D. Welker, Fiscal Officer

SPONSOR: House


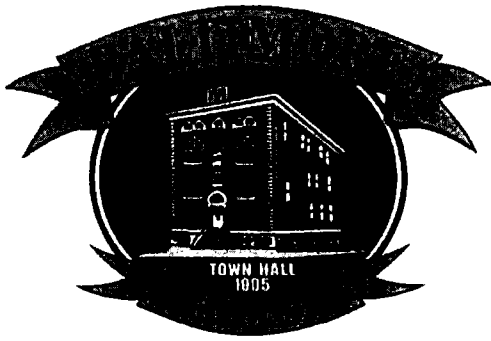
APPROVED AS TO FORM: 
Jeffrey Feyko, Village Solicitor

EXHIBIT A-4
Village of Baltimore

Automatic Aggregation Disclosure



Village of Baltimore

Fairfield County

103 West Market Street
Baltimore, Ohio 43105

Phone: 740-862-4491
Fax: 740-862-4368

E-Mail: sbrown@baltimoreohio.org

Robert M. Kallish
Mayor

Scott Brown
Village Administrator

Florence D. Welker
Fiscal Officer

Jeffrey Feyko
Village Solicitor

[Date]

Dear Baltimore Resident:

I am pleased to announce that the Village of Baltimore, through its Governmental Aggregation Program has selected **[CRES Supplier]** as its supplier of electric service. Baltimore has negotiated a **[TBD/kWh]** price for Baltimore residents for the period of **[TBD]**. More specific information about pricing is contained in the accompanying terms and conditions. This letter informs you that, pursuant to Ohio Revised Code Section 4928.20, you have the right to opt-out of the program without charge.

At this time you have the following three options concerning your electric supply:

- Option 1. You can participate in Baltimore's aggregation program, and enjoy the favorable rates we have negotiated for you. ***If you wish to participate in the program, there is no need to take any action.*** There is no cost for enrollment and you will not be charged a switching fee.
- Option 2. You can opt-out of the program and shop for and negotiate a contract with a supplier on your own; or
- Option 3. You can opt-out of the program and return to Ohio Power Company (Ohio Power) as your supplier of electric.

Village of Baltimore officials have negotiated an electric supply contract with **[CRES Supplier]** on behalf of all Village of Baltimore residents who wish to participate in the aggregation program. Both the Village of Baltimore and **[CRES Supplier]** are certified by the Public Utilities Commission of Ohio to provide this service. This program has been authorized by our Village Council through an ordinance and subsequent voter approval. This phase of our aggregation program will begin with your **[Month Year]** billing cycle and end with your **[Month Year]** billing cycle.

The terms and conditions of the offer we have negotiated on your behalf are included in this mailing. If you have any questions about the Village of Baltimore electric supply program or your options, please contact **[CRES Supplier]** at 1-XXX-XXX-XXXX. They are standing by to answer any questions you might have.

You will be automatically enrolled in the Village of Baltimore's Electric Aggregation Program unless you choose to "opt out" - that is, to not participate. There is no cost for enrollment and you do not need to do anything to be included. If you choose to opt-out of this program, you will revert to service by Ohio Power, unless and until you choose another supplier.

If you want to be excluded from the Village of Baltimore Electric Aggregation Program you must return the enclosed "Opt-Out" form to the [CRES Supplier]. The return form must be postmarked no later than 21 days from the postmark on this notice. You may also opt-out by calling [CRES Supplier]; toll free, at 1-XXX-XXX-XXXX. If you do not opt out at this time, you will be enrolled in the program until it expires in **[Month Year]**. At that time, you will again have the chance to opt out of the program with no penalty. Every participant will be


allowed to leave the program at least once every three years without incurring any penalty. Please note that if you remain in the aggregation group, you will receive a letter from Ohio Power advising you of your impending transfer to [CRES Supplier], and advising you to contact them if you do not want to be in the Program. Unless you have decided not to participate in the aggregation program, you do not have to do anything with that letter or take any other action.

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

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

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

Sincerely,



Scott Brown

Village of Baltimore Administrator

P.S. Remember to return the "Opt-Out" form or call [CRES Supplier] only if you do ***not*** want to participate in the Village of Baltimore Electric Aggregation Program.

Opt-Out Form – Baltimore Electric Government Aggregation Program

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

I wish to opt out of the Baltimore Electric Governmental Aggregation Program.

(Check box to opt out) ☐

Ohio Power account holder name (please print clearly): _____

Your account number as it appears on your Ohio Power electric bill:

				-					-				
--	--	--	--	---	--	--	--	--	---	--	--	--	--

Service address (address, state and zip): _____

Phone number: _____ Date: _____

Account holder's signature: _____

Mail by [MM/DD/YYYY] to: Baltimore Electric Governmental Aggregation Program,
[CRES Supplier Address] Or

Call us prior to X:XX p.m. Monday – Friday at 1-XXX-XXX-XXXX

EXHIBIT A-5
Village of Baltimore

Experience

The Village of Baltimore ("Baltimore") has extensive experience with the provision of public utility services to retail customers, having owned and operated a utility system, the Department of Water and Sewer, for over 75 years and currently serving approximately 3,000 residents.

Through its management and operation of its utility system, Baltimore has gained extensive experience with all aspects of the delivery of utility services, not only from the provision of the utility service itself, but to all of the ancillary functions that attend such services, such as billing and customer care. It should be noted that while Baltimore has extensive experience in the area of customer care, billing and responding to customer complaints, it expects to rely upon the services of the competitive retail electric service ("CRES") provider that is selected by Baltimore to perform the day-to-day customer care functions for its electric aggregation program. Baltimore and the selected CRES supplier each will be certified by the Public Utilities Commission of Ohio to provide their respective services. Baltimore will ensure that the CRES provider selected is experienced in providing retail electric supply and in responding to customer inquiries and complaint. Baltimore also will ensure that the chosen CRES provider will comply with all statutes, rules, and regulations currently in place and as may be amended from time to time.

Finally, Baltimore retains experienced outside counsel and energy consultants with respect to its energy procurement and advocacy programs.

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

4/25/2014 3:36:23 PM

in

Case No(s). 14-0775-EL-GAG

Summary: Application of the Village of Baltimore for Certification as a Governmental
Aggregator electronically filed by Dane Stinson on behalf of Village of Baltimore