



*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 Addison Township

Address 77 Honeysuckle Drive, Gallipolis, OH 45631

Telephone Number (740) 446-9485

Web site address (if any) \_\_\_\_\_

#### **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 Julia Hall  
Title Aggregation Program Manager  
Business address 355 E. Campus View Blvd., Suite 150, Columbus, OH 43235  
Telephone number (614 ) - 844 - 4309 Fax # (614 ) - 844 - 4305  
E-mail address jdhall@integrysenergy.com

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

Name Julia Hall  
Title Aggregation Program Manager  
Business address 355 E. Campus View Blvd., Suite 150, Columbus, OH 43235  
Telephone number (614 ) 844 - 4309 Fax # (614 ) - 844 - 4305  
E-mail address jdhall@integrysenergy.com

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

Address 355 E. Campus View Blvd., Suite 150, Columbus, OH 43235  
Toll-free telephone number (855 )- 640 - 4184  
Fax # (614 ) - 844 - 4305

Robert Rath President  
Signature of Applicant & Title

Sworn and subscribed before me this 6<sup>th</sup> day of December, 2014  
Month Year

Deborah L. Hughes  
Signature of official administering oath

Deborah L. Hughes, Fiscal Officer  
Print Name and Title

My commission expires on 03-03-19



DEBORAH L. HUGHES  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES 03-03-19



# AFFIDAVIT

State of Ohio :

Addison Township ss.  
(Town)

County of Gallia :

Robert Rothgeb, Affiant, being duly sworn/affirmed according to law, deposes and says that:

(He/She is the President (Office of Affiant) of Addison Township (Name of Applicant);  
Trustees

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.

Robert Rathke President  
Signature of Affiant & Title

Sworn and subscribed before me this 6th day of December, 2014  
Month Year

Deborah L. Hughes  
Signature of official administering oath

Deborah L. Hughes, Fiscal Officer  
Print Name and Title

My commission expires on 03-03-19



DEBORAH L. HUGHES  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES 03-03-19

ADDISON TOWNSHIP EXHIBIT A-1

AUTHORIZING ORDINANCE

Authorizing Ordinance – Page 1

Certificate of Election Results – Pages 2 - 3



**RECORD OF PROCEEDINGS  
ADDISON TOWNSHIP TRUSTEES  
REGULAR SESSION**

Held: November 2, 2013

Page 1 of 1

The Trustees of Addison Township convened in regular session at 9:00 A.M. in the Addison Townhouse.

The following Trustees were present: President Fred Burnett, Vice President Robert Rothgeb and Charles Martin.

Others attending were:

Fiscal Officer Debbie Hughes and Kelley Fellure

The meeting was called to order by the President.

**APPROVAL OF MINUTES**

The Fiscal Officer read the minutes of the October 5 and October 12, 2013 meetings. Motion to approve the minutes was submitted by Mr. Burnett and seconded by Mr. Martin. Motion carried.

**PAYMENTS**

Trustees approved payments totaling \$76,555.50 with a motion by Mr. Rothgeb and a second by Mr. Martin. Motion carried.

**FUND BALANCES**

The Fiscal Officer reported fund balances as of this date as follows:

General	91,866.73
MVR	702.97
Gas	37,207.00
Road & Bridge	5,925.37
Fire	94,319.84
FEMA	0.00
Cemetery Trust	2,739.25
<b>TOTAL</b>	<b>\$232,761.16</b>

**APPROVAL OF BANK RECONCILIATION**

The Trustees approved the October, 2013 bank reconciliation.

**RESOLUTION CONCERNING GOVERNMENTAL ELECTRICITY AGGREGATION PROGRAM**

A resolution entering into contract with the Gallia County Commissioners to adopt a resolution, authorizing all actions necessary to effect a Governmental Electricity Aggregation Program and requesting the Gallia County Board of Elections to submit a ballot question to electors regarding the same on May 6, 2014. The resolution was adopted with a motion by Mr. Rothgeb. Mr. Martin seconded the motion. Motion carried.

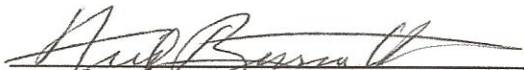
Resolution (8-2013)


**CORRESPONDENCE**

- 1) The Auditor of State's Office gave notification there will be a one year UAN Hardware Surcharge holiday from January-December, 2014. The savings realized will be \$50 per month or \$600 for the year.
- 2) Notification was received from County Auditor Larry Betz, the Budget Hearing on the 2014 budget will be held Thursday, November 7<sup>th</sup> at 11:20 a.m. in the Law Library.
- 3) Notice was received from the Gallia-Jackson-Meigs-Vinton Joint Solid Waste Management District that they have entered into a contract with Rumpke of Ohio, Inc. for the collection, transportation and processing of recyclable materials within the District. This contract will go into effect January 1, 2014.
- 4) The fire run report for the month of September, 2013 was received from the Gallipolis Fire Department.
- 5) A form was received from OTARMA to be completed with re-elected official's names so they can forward us their bonds.


**ADJOURN**

A motion was made by Mr. Martin and seconded by Mr. Burnett to adjourn the meeting. Motion carried.

  
Fred Burnett, President

  
Debbie Hughes, Fiscal Officer

  
Robert Rothgeb, Vice-President

  
Charles Martin, Trustee

From: Gallia Gallia@ohiosecretaryofstate.gov  
Subject: Addison language and results  
Date: October 30, 2014 at 9:44 AM  
To: Hughes Debbie joydlh@yahoo.com

Adopted : May 6, 2014

Here is the ballot language:

## Proposed Resolution

### Electric Aggregation

#### Addison Township

A majority affirmative vote is necessary  
for passage

YES

NO

Shall the Township of Addison have the  
authority to aggregate the retail electric loads  
located in the Township of Addison, and for  
that purpose, enter into service 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?

A "YES" vote means approval of the  
Resolution.

A "NO" vote means disapproval of the  
Resolution.

SHALL THE PROPOSED RESOLUTION  
BE APPROVED?

Results:

Yes: 61

No: 34

Thank you.

Gallia County Board of Elections



ADDISON TOWNSHIP EXHIBIT A-2

OPERATION AND GOVERNANCE PLAN

Resolution to Adopt Plan of Operation and Governance – Page 1

Affidavit of Publication – Page 2

Plan of Operation and Governance - Pages 3 - 7

**RESOLUTION 12-2014**

**A RESOLUTION TO ADOPT A PLAN OF OPERATION AND GOVERNANCE  
FOR ELECTRIC GOVERNMENTAL AGGREGATION**

WHEREAS, the Board of Trustees of Addison Township desires to adopt a Plan of Operation and Governance for purposes of Electric Governmental Aggregation; and

WHEREAS, the Board of Trustees of Addison Township has determined this resolution is in the best interest of the Township's residents, promotes the general welfare of said citizenry, and must be passed on an emergency basis in order to optimize rates available for residents;

NOW THEREFORE, BE IT ORDAINED by the Board of Trustees of Addison Township, Ohio, as follows:

**SECTION ONE:**

The Board of Trustees of Addison Township adopts and approves a Plan of Operations and Governance as regards Electric Governmental Aggregation as attached hereto (see Exhibit A).

**SECTION TWO.**

All prior Resolutions and Ordinances and parts of Resolutions and ordinances which conflict with the provisions of this resolution are hereby repealed to the extent that they are in conflict herewith.

**SECTION THREE.**

The Resolution shall take effect and be in force immediately upon its passage.

PASSED: December 6, 2014.

ATTEST:

*Rahat Rathgob*  
Chairman, Board of Trustees

*Debbie Hughes*  
Fiscal Officer

Approved: 12-6-14

Date: 12-6-14

AFFP

Public Notice: Public Hearing

## Affidavit of Publication

STATE OF OHIO }  
COUNTY OF GALLIA } SS

Brenda Davis, being duly sworn, says:

That she is of the Gallipolis Daily Tribune, a daily newspaper of general circulation, printed and published in Gallipolis, Gallia County, Ohio; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

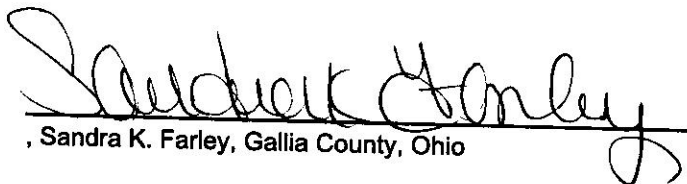
November 18, 2014, November 25, 2014

That said newspaper was regularly issued and circulated on those dates.

SIGNED:



Subscribed to and sworn to me this 25th day of November 2014.



, Sandra K. Farley, Gallia County, Ohio

My commission expires: April 16, 2019

00186457 60548247 6148444305

INTEGRYS ENERGY SERVICES, INC  
355 E. CAMPUS VIEW BLVD.  
SUITE 150  
COLUMBUS, OH 43235

\$ 276.76

Public Notice: Public Hearing on the Addison Township Electric Aggregation Program Plan of Operation and Governance

The Board of Trustees of Addison Township will hold two public hearings on the Township's Electric Aggregation Program Plan of Operation and Governance. The hearings will be held at 9:00 A.M. and 11:00 A.M. on December 6, 2014. Both hearings will take place at Township offices at 1414 Georges Creek Road, Gallipolis, OH 45631.

On May 6, 2014, Addison Township voters passed Electric Aggregation, which authorized the Township to form a governmental electric aggregation for the purchase of electricity on behalf of Addison Township residents. The Board of Trustees of Addison Township shall submit its aggregation Plan of Operation to the Public Utilities Commission pursuant to PUCO Regulation and Ohio law. The Township shall develop an opt-out aggregation program following the procedure set forth in Ohio Revised Code Section 4928.20.

Integrus Energy Services, Inc. (Integrus) is the proposed retail electric service provider to the aggregate. Subject to the final approval of the Board of Trustees, Addison Township and Integrus will enter into an Aggregation Program Agreement. The Aggregation Program Agreement may provide a fixed rate or a variable rate for eligible customers. The offer is scheduled to begin on or before April 2015 and is anticipated to be for a 1, 2 or 3 year term.

All eligible customers (AEP-Ohio customers) to be included in the Township's aggregate will be included unless they opt-out. All customers eligible to be included in the Township's aggregate will receive a mailing notifying them of their right to opt-out. The Notice will fully explain the rates, terms and conditions and general information regarding the Program. If a customer does not wish to be included in the program, the customer will have 21 days to opt-out of the program free of charge by returning an enclosed post card, visiting Integrus' website for the Township or calling a toll free telephone number.

New customers moving in the Township will be included in the aggregate unless they exercise their right to opt-out of the aggregate. Customers moving within the Township will retain their status at the original rate.

Aggregate customers will continue to receive one bill from AEP-Ohio.



SANDRA K FARLEY  
NOTARY PUBLIC  
STATE OF OHIO

RECORDED IN  
MEIGS COUNTY  
My Commission Expires  
April 16, 2019

**ADDISON TOWNSHIP**

**ELECTRIC AGGREGATION PROGRAM**

**PLAN OF OPERATION AND GOVERNANCE**

**For More Information Contact:**

**Deborah Hughes**  
**Fiscal Officer**  
**77 Honeysuckle Dr.**  
**Gallipolis, OH 45631**



## **ADDISON TOWNSHIP**

### **PLAN OF OPERATION AND GOVERNANCE Electric Governmental Aggregation**

**Introduction.** On May 6, 2014 a majority of the voters in Addison Township, OH, in the County of Gallia, approved a referendum that authorized Addison Township (the “Township”) to pursue Automatic Governmental Aggregation. After the Township held two public hearings on the matter, the Township approved this Plan of Operation and Governance as prescribed by Section 4928.20 of the Ohio Revised Code. The Township has developed this Plan of Operation and Governance (“Plan of Operation”) in accordance with the governmental aggregation provisions in Sections 4901:1-21-16 Ohio Administrative Code. Once certified as a Governmental Aggregator, the Township will be authorized to combine multiple retail electric customer loads within its geographic boundaries (the “Aggregation”) for the purpose of facilitating the purchase of electric supply in Ohio’s competitive retail electric market.

**Governmental Aggregation Services.** The Township, as a Governmental Aggregator, will serve as purchasing agent for the Aggregation. As purchasing agent, the Governmental Aggregator shall (i) select a Competitive Retail Electric Service Provider (“Provider”) to supply the Aggregation, (ii) negotiate the terms of supply between the Provider and each Aggregation participant, and (iii) oversee the enrollment procedures administered by the Provider.

**The Contract.** The supply contract negotiated by the Governmental Aggregator for the Aggregation (the “Contract”) shall be for firm, all-requirements supply. Each Aggregation participant will be individually bound to the Provider by the terms of the Contract, and will be solely responsible for payment and performance. The electric supply charges for the Aggregation are included in the Contract that will be negotiated by the Governmental Aggregator. The electric supply charges will take the form of either a fixed price or a variable price. All electric supply charges will be fully and prominently disclosed in consumer enrollment materials (such as the Opt-out Notice), available on the Provider’s website, and available by calling the Provider’s toll free customer service telephone number. The surcharge authorized under Section 4928:20 (I) will not be charged.

**Eligibility, Opt-out Disclosures, and Pooling Accounts.** Section 4901:1-21-17 of the Ohio Administrative Code requires the Governmental Aggregator to request from the Utility for all customers residing within the governmental aggregator’s boundaries, including those customers who have opted off the pre-enrollment list (i) a list of the names, account numbers, and service and mailing addresses for those residing within the Governmental Aggregator’s boundaries, consistent with the information that is provided to other competitive retail electric service providers (ii) an identification of customers who are currently in contract with a certified electric services company other than the Provider or in a special arrangement with the electric utility, and (iii) on a best efforts basis, an identification of mercantile customers. The following customers are not eligible: customers already under contract with a certified electric services company; customers that have a special contract with the Utility; customers that are not located within the Governmental Aggregator’s boundaries; customers on the Percentage of Income Payment Plan (PIPP); customers that have past due amounts owing to the Utility; and mercantile customers. In addition, the Township intends to include in the Aggregation only those (a) residential and (b) non-mercantile customers under Rate Schedules GS1-4. Using this list of eligible accounts, the Provider, with the

assistance of the Governmental Aggregator, will review the list to verify that the eligible accounts are located within the geographic boundaries of the Township and that an area within the Township boundaries has not been inadvertently filtered from the list. The Provider will also remove the eligible list, those customers who appear on the “do not aggregate” list maintained under division (c) of section 4928.21 of the Revised Code.

Within thirty (30) days of receipt of the list from the Utility, the Provider, with assistance from the Governmental Aggregator, will prepare and mail an “Opt-out Notice” to each account that remains on the eligible list after it has been reduced as noted above. The Opt-out Notice will inform the eligible account holder that the Governmental Aggregator has formed an automatic (or “Opt-out”) aggregation, provide the price for the electric supply to the Aggregation and other terms and conditions of service, and explain how the account holder can decline participation in the Aggregation. In the event the Township determines the Aggregation participants should not purchase stand-by service from the Utility, that fact would be prominently disclosed in the Opt-out Notice with a description of how it would impact the Aggregation participants.

As required by 4901:1-21-17 of the Ohio Administrative Code, the Opt-out Notice will indicate that the account holder has 21 days to affirmatively respond by telephoning a toll-free number or opting-out via the Provider’s website address or returning a postcard to the provider that is included in the Opt-out Notice.

The Provider will receive all Opt-out requests and any Opt-out Notices that were undeliverable by mail, and will remove those accounts from the eligible account list. Upon completion of the 21 day Opt-out period, the Provider will notify the Utility of the remaining accounts that will form the Aggregation, and through an electronic data interchange transaction, enroll the Aggregation. Upon enrollment, each participant will receive an enrollment notice from the Utility that will indicate that the enrollee may rescind its participation in the Aggregation by contacting the Utility within seven (7) calendar days.

In addition to the initial 21-day Opt-out period, each participant will be provided an opportunity to opt-out every three years without paying an early termination fee.

**Billing.** Aggregation participants will receive a single, monthly bill from the Utility, which will include charges from the Provider for its electric supply, as well as the Utility distribution charges. Aggregation participants will be billed according to their Utility billing cycle. In order to maintain flexibility for Aggregation participants to return to Utility service on a full requirements basis without paying additional charges to the Utility or being subject to market-based rates, the Aggregation participants may be billed by the Utility for stand-by service within the meaning of division (B)(2)(d) of section 4928.143 of the Revised Code. As of the date of this Plan of Operation, the Utility does not have a separate charge for stand-by service.

**Credit, Collections and Deposits.** The Utility’s credit and collection policy and policies regarding deposits will apply to the Aggregation participants and shall be administered by the Utility. Neither the Governmental Aggregator, nor the Provider will implement additional policies with respect to credit, deposits and collections.

**Concerns and Complaints.** Aggregation participants will have multiple means of expressing concerns and reporting complaints. As a general rule, concerns regarding service

reliability and billing should be directed to the Utility. The Utility will continue to read meters, handle billing, and generally have the most information about the physical service to a location or account. Questions regarding the administration of the Aggregation should be directed to the Provider. The Provider's customer service center is available by telephone 24 hours per day, 7 days per week. Any unresolved disputes should be directed to the Public Utilities Commission of Ohio and/or the Ohio Consumers Council. As a convenience, below is a list of helpful toll free telephone numbers.

<u>Natural of Complaint</u>	<u>Contact</u>	<u>Phone Number</u>
Outages/Emergencies	AEP	1-800-672-2231
Service turn on/off	AEP	1-800-672-2231
Billing Disputes	AEP	1-800-672-2231
Price/Joining/Leaving Program	Integrus Energy Services	1-855-640-4184
Program Regulatory Questions	Integrus Energy Services	1-855-640-4184
Unresolved Disputes	Public Utilities Commission	1-800-686-7826
Unresolved Disputes	Ohio Consumers Council	1-877-742-5622

The Provider will attempt to resolve all customer complaints in a timely and good faith manner. The Provider shall investigate and provide a status report to the customer when the complaint is made directly to them and/or the Township within five (5) calendar days following receipt of the complaint. Or in the case of a Public Utilities Commission of Ohio ("PUCO") complaint the Provider will investigate and provide a status report to the customer and PUCO staff within five (5) calendar days following receipt of the complaint. If an investigation into a complaint received from the customer or a complaint referred by the PUCO is not completed within fourteen (14) calendar days, then a status report will be given to the customer, and, if applicable, the PUCO. These status reports will be given every five (5) calendar days until the investigation is complete, unless the action that must be taken takes longer than five (5) calendar days and the customer has been notified. Final results of a Commission-referred complaint will be provided to the PUCO either orally (phone) or in writing (e-mail, written correspondence), no later than five (5) calendar days after the investigation is completed. The final results will be provided in writing to the customer no later than five (5) calendar days after the investigation is completed. Customers retain the right to contact the PUCO regarding complaints and disputes. All customers have the right to contact the PUCO by writing to Public Utilities Commission of Ohio, ATTN: IAD, 180 E. Broad St., Columbus, OH 43215-3793; by fax to (614) 752-8351; through their website at [www.puc.state.oh.us](http://www.puc.state.oh.us) or by calling toll free (800) 686-7826 (VOICE) or (800) 686-1570 (TTY-TDD). Records of customer complaints will be retained for two (2) years after the occurrence of the complaint. A copy of the complaint record will be provided to the PUCO within five (5) calendar days, if requested.

**Moving within the Township.** Aggregation participants that move from one location to another within the Township boundaries and retain the same account number will remain an Aggregation participant and will receive the same price they would have received if their location had not moved.

Aggregation participants who move from one location to another within the Township boundaries and are assigned a new account number may enroll their new account in the Aggregation and receive the same price as they would have received if their location had not moved, provided the new account is eligible for Aggregation. Participants who move and receive a new account

number may be dropped from the Aggregation by the Utility, but they will not be charged an early termination fee from the Provider. If a participant is dropped from the Aggregation due to a move within the Township, the participant should contact the Provider to be re-enrolled.

**Moving outside of the Township.** Aggregation participants who move out of the Township boundaries will no longer be eligible to participate in the Aggregation, but they will not be charged an early termination fee from the Provider.

**Enrolling after the Opt-out Period.** Residential and small business accounts located within the Township's boundaries that were initially eligible to join the Aggregation, but chose to Opt-out of the Aggregation, or otherwise weren't included in the Aggregation, may join the Aggregation after the expiration of the initial Opt-out Period by contacting the Provider. The rate for those joining the Aggregation after the expiration of the Opt-out Period may be different from the rate negotiated for the Aggregation by the Governmental Aggregator.

In the event that the Provider is able to offer to newly eligible customers the same price that is provided to the current Aggregation participants, the Provider may refresh the Aggregation by providing those who move in to the Township the opportunity to be included automatically, rather than waiting until the next pricing term of the Contract. The process for refreshing the Aggregation with new enrollments would follow the process noted above for determining eligibility, providing Opt-out Notices, and pooling the accounts. (Current Aggregation participants and those who previously declined participation would not receive the Opt-out Notice intended only for newly eligible customers.)



ADDISON TOWNSHIP EXHIBIT A-3

Automatic Aggregation Disclosure Notification Pages 1 - 4

# Addison Township Electric Aggregation Program



Customer Name  
Mailing Address 1  
Mailing Address 2  
City, State Zip

Regarding Service at:  
Premise Address  
Premise Address

January X, 2015

Dear Addison Township Resident,

In May 2014, Addison Township voters authorized by majority vote the creation of an Electric Aggregation Program to seek lower electricity rates for eligible residential and small business customers. Addison Township selected Integrus Energy Services, Inc. to supply electricity to the Township Electric Aggregation Program. As a resident or small business in Addison Township, you are eligible to participate in this program.

You will be automatically enrolled in the program unless you opt out by February XX, 2015.

## How you Benefit

Addison Township has negotiated a competitive price of **\$0.0XXX/kWh**. Integrus' rate is fixed from your first meter read on or after the February 2015 meter read through your Month 20XX meter read. A fixed price offers budget stability. Please see the enclosed Terms and Conditions for full details.

## Billing and Service Unchanged

Other than the price and supplier, nothing regarding your electricity service will change. You will continue to receive one monthly bill from AEP Ohio. AEP will continue to deliver your electricity, restore power following an outage, and be responsible for maintaining the system that delivers power to your home. While Integrus offers budget billing of its generation service charges for this aggregation program, please note that if you are currently on budget billing with AEP Ohio, the utility will bill you for any balance owed to them at the time of enrollment. This could result in a charge or a credit from AEP Ohio, depending on the current status of your budget billing accumulation.



## *Three things you should know*

- ✓ If you do nothing, you will be automatically enrolled in the Addison Township Program.
- ✓ AEP will continue sending monthly bills, responding to outages, and delivering your electricity.
- ✓ No one from the Addison Township program will ever come to your door to ask you to switch to a new supplier. Anyone who comes to your door asking you to switch is not with the Addison Township program.

## Enrollment Information

After your enrollment is finalized, AEP Ohio will send you a letter confirming your enrollment. As required by law, this letter will inform you of your ability to rescind your enrollment without penalty.

## How to Opt Out

If you do not wish to participate in the Addison Township Electric Aggregation Program, you must opt-out by February XX, 2015. To opt out, return the enclosed postcard. You may also opt-out by contacting Integrys toll-free at (855) 640-4184 or online at [www.integrysenergy.com/oh-addison](http://www.integrysenergy.com/oh-addison). If you do not opt-out you will be enrolled in the Addison Township Electric Aggregation Program. At the end of this current xxxxx year term in Month 20XX, you will again be provided with an opportunity to opt-out of the Township's Aggregation Program, or you may terminate the agreement at any time without penalty per Section 10 of the Electricity Purchase and Sale Terms and Conditions.

If you have any questions, please refer to the *Frequently Asked Questions* on our website at [www.integrysenergy.com/oh-addison](http://www.integrysenergy.com/oh-addison) or contact Integrys toll-free at (855) 640-4184. Representatives are available 24 hours a day, 7 days a week.

Sincerely,

Integrys Energy Services, Inc.

Enclosure: Terms and Conditions

### Residential Electricity Purchase and Sale Terms and Conditions – Opt-Out Aggregation

Addison Township (“Municipality”), pursuant to the aggregation authority conferred upon it by electorate vote, which passed by a majority vote on May 6, 2014 and passing an ordinance establishing the program, selected Integrus Energy Services, Inc. (“Seller”) to supply the aggregation and to administer enrollments as described below. You, the account holder (also referred to as “Buyer”) for the eligible account associated with the service address referenced on the letter accompanying these Electricity Purchase and Sale Terms and Conditions (the “Account”), and Seller agree to the following terms and conditions. Seller and Buyer (individually referred to as “Party” and collectively as “Parties”) agree to the following Electricity Purchase and Sale Terms and Conditions (“Agreement”), as of December XX, 2014 (the “Effective Date”):

**1. Opt-Out Enrollment:** Enrollment is automatic for those who are eligible, but participation is voluntary. **IF YOU DO NOT WISH TO PARTICIPATE, YOU MUST OPT-OUT BY (1) DETACHING AND RETURNING THE OPT OUT CARD ATTACHED TO THE ENROLLMENT NOTICE POSTMARKED NO LATER THAN FEBRUARY XX, 2015, (2) BY CALLING (855) 640-4184 BY FEBRUARY XX, 2015 OR (3) BY OPTING-OUT ON SELLER’S WEBSITE AT [WWW.INTEGRUSENERGY.COM/OH-ADDISON](http://WWW.INTEGRUSENERGY.COM/OH-ADDISON).** If you choose to opt-out, you will be served by the standard service offer of AEP Ohio (the “Utility”) or until you choose an alternative supplier of electric service.

**2. Eligibility:** To be eligible for opt-out aggregation, Buyer and the Accounts to be served (i) must be located within the Municipality’s jurisdictional boundaries, (ii) must be served by the Utility, (iii) may not be under contract with another competitive supplier, (iv) may not be on the Public Utilities Commission of Ohio (“PUCO”) “do not aggregate” list, (v) must be in good standing with the Utility (including payment history), and (vi) may not be under a Utility special arrangement or percentage of income payment plan (PIPP). In the event ineligibility is not ascertained until after service commences, Seller shall provide notice of the same to Buyer and return Buyer to the Utility.

**3. Term and Renewal:** This Agreement shall become binding on the Effective Date, provided however, the obligation of Seller to sell and schedule electricity for delivery to Buyer and the obligation of Buyer to purchase, take and pay for electricity is contingent upon: (a) eligibility of Buyer and the Accounts, (b) successful enrollment by the Utility, and (c) passage of the Rescission Period without effective cancellation by Buyer. Successful enrollment by the Utility is dependent upon (i) the eligibility of the Accounts, as set forth above and as determined by the Utility, to take from a retail electric supplier and (ii) the accuracy and completeness of any information submitted by Buyer and the Municipality. Service will commence on the first available meter read dates on or after February XX, 2015 and shall remain in effect through the Month 20XX meter read (“Initial Term”), unless terminated pursuant to the terms of this Agreement. In the event ineligibility is not ascertained until after service commences, Seller shall provide notice of the same to Buyer and return Buyer to the Utility. Buyer shall have the opportunity to opt-out of the Aggregation at least every three years without penalty.

**4. Rescission Period:** The Utility will send Buyer a letter confirming transfer of service upon processing of Buyer’s enrollment and Buyer will have 7 days from the postmark date of that letter to cancel its enrollment, without penalty, (“Rescission Period”) by calling the Utility on the toll-free number provided in the letter or by providing written notice to the Utility.

**5. Price:** For each billing cycle of Initial Term, Buyer shall pay a Fixed Rate of **\$0.0XXX per kWh**, multiplied by the billing cycle usage for the Accounts. Both Parties recognize that Seller’s charges include tariff charges that are set forth by the Utility, transmission provider, regional transmission organization or independent system operator (“RTO/ISO”), the Federal Energy Regulatory Commission, PUCO, and/or any other state or governmental agency having jurisdiction (each an “Authorized Entity”). Seller may pass through to Buyer, without markup as a separate line item or as an updated Fixed Rate, (a) any increase in such tariff charges or (b) other increase in Seller’s cost to provide electricity that result from an addition to, a change in, or change in interpretation by an Authorized Entity of, or change in administration by an Authorized Entity of, tariffs, operating protocols, laws, regulations, or other requirements of an Authorized Entity, as applicable. Buyer will also incur delivery and other additional service charges from the Utility. Switching fees may apply when service is established with Seller (which will be reimbursed by Seller, if applicable), but Buyer will not be charged separately by Seller for a switching fee.

**6. Billing and Payment:** Buyer will be invoiced by the Utility for both Seller’s charges and the Utility’s delivery charges. Such billing and payment (including fees associated with late payments) shall be subject to the applicable Utility rules regarding billing and payment procedures. Seller may cause the Utility to correct previous invoices in the event of invoicing errors. Seller’s charges or credits not invoiced through the Utility shall be invoiced or credited, respectively, directly by Seller. Any such charges shall be due within 21 days following the invoice date and payments not received by the due date will be deemed past due and shall accrue interest on the unpaid balance from the due date until payment is received at a rate of 1.5% per month of the unpaid balance, provided that such percentage does not exceed the maximum amount allowable by law. Seller offers budget billing for generation charges upon request.



**7. Taxes:** Any tax levied against Seller by any governmental entity, exclusive of Seller's income tax or taxes levied on Seller's real or personal property, that must be paid by Seller shall be passed through to and borne and reimbursed by Buyer. Buyer must provide Seller with any applicable exemption certificates. Buyer shall pay any such taxes unless Seller is required by law to collect and remit such taxes, in which case Buyer shall reimburse Seller for all amounts so paid.

**8. Limitations:** ALL ELECTRICITY SOLD HEREUNDER IS PROVIDED "AS IS", AND SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT, WHETHER IN AGREEMENT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES.

**9. Environmental Disclosure:** The disclosure provided herewith describes the generation resource mix and environmental characteristics of the electricity. To receive this disclosure by e-mail, Buyer may request such by contacting Seller

**10. Termination; Remedies:** Seller may terminate Buyer's service under this Agreement for non-payment with at least 14 days written notice. Failure to pay Utility invoices may result in Buyer being disconnected in accordance with the Utility tariff. Buyer may terminate at any time without early termination fees. If Buyer switches back to the Utility, Buyer may not be served under the same rates, terms, and conditions that apply to other customers served by the Utility. The Choice program is under the ongoing jurisdiction of the PUCO.

**11. Force Majeure:** Except for Buyer's obligation to pay Seller timely, neither Party shall be liable to the other for failure to perform an obligation if the non-performing Party was prevented from performing due to an event beyond the reasonable control, that could not be remedied by the exercise of due diligence and that was not reasonably foreseeable, including without limitation, acts of God, a condition resulting in the curtailment of electricity supply or interruption or curtailment of transmission on the electric transmission and/or distribution system, interruption of Utility service, terrorist acts or wars, and force majeure events of the Utility or RTO/ISO.

**12. Questions, Complaints and Concerns:** Buyer may contact Seller 24 hours per day, 7 days per week at (855) 640-4184. Seller's mailing address is 1716 Lawrence Drive, DePere, WI 54115, and its website is [www.integrusenergy.com/OH-ADDISON](http://www.integrusenergy.com/OH-ADDISON). Seller will attempt to resolve all customer complaints in a timely manner and will respond to all complaints within 5 business days of receipt. If Buyer's complaint is not resolved after Buyer has called Seller and/or the Utility, or for general utility information, residential and business customers may contact the PUCO for assistance at 1-800-686-7826 (toll-free), or for TTY toll free at 1-800-686-1570 (toll-free), from 8a.m. to 5:00p.m. weekdays, or at [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov). Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at [www.pickocc.org](http://www.pickocc.org).

**13. Miscellaneous:** Buyer hereby authorizes the Utility to release data to Seller regarding Buyer's historical or current billing and usage data. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio and any applicable Utility tariffs. Buyer appoints Seller as its agent for the purposes of effectuating delivery, including for receipt of billing and usage data from the Utility. Title, possession, control of the electricity, and risk of loss will pass from Seller to Buyer at the interconnect between the applicable RTO/ISO's transmission system and the Utility's distribution system. Subject to regulatory approvals and notice from Seller, Seller may assign this Agreement without Buyer's consent. Buyer may assign this Agreement only with Seller's prior written consent. This Agreement constitutes the entire agreement between the Parties, superseding all verbal and written understandings. The Parties acknowledge and agree that (a) this Agreement constitutes a "forward contract" and/or "forward agreement" within the meaning of title 11 of the United States Code (the "Bankruptcy Code"), (b) each Party is a "forward contract merchant" within the meaning of the Bankruptcy Code, (c) for purposes of this Agreement, each Party is not a "utility" within the meaning of Section 366 of the Bankruptcy Code, and (d) each Party agrees to waive and not to assert the applicability of Section 366 of the Bankruptcy Code in any bankruptcy proceeding wherein such Party is a debtor, and (e) each Party further agrees to waive the right to assert that the other Party is a provider of last resort. This Agreement shall only be amended in a writing signed by both Parties or pursuant to Section 4 hereof. By agreeing to the terms and conditions herein, Buyer warrants the he or she is authorized to enter into this Agreement on behalf of the Party and Accounts for which it was made. Buyer should contact the Utility in the event of an electricity emergency. Seller is prohibited from disclosing Buyer's social security number and/or account number(s) without Buyer's affirmative written consent, except for the purpose of (i) Seller's collections and credit reporting, (ii) participation in programs funded by the universal service fund, (iii) pursuant to section 4928.54 of the Ohio Revised Code, or (iv) assigning this Agreement to another certified retail electric provider. Buyer may request from Seller, twice within a 12-month period, up to 24 months of Buyer's payment history without charge.

ADDISON TOWNSHIP EXHIBIT A-4

Opt Out Notice- Pages 1 - 4

# Addison Township Electric Aggregation Program



Customer Name  
Mailing Address 1  
Mailing Address 2  
City, State Zip

Regarding Service at:  
Premise Address  
Premise Address

January X, 2015

Dear Addison Township Resident,

In May 2014, Addison Township voters authorized by majority vote the creation of an Electric Aggregation Program to seek lower electricity rates for eligible residential and small business customers. Addison Township selected Integrus Energy Services, Inc. to supply electricity to the Township Electric Aggregation Program. As a resident or small business in Addison Township, you are eligible to participate in this program.

You will be automatically enrolled in the program unless you opt out by February XX, 2015.

## How you Benefit

Addison Township has negotiated a competitive price of **\$0.0XXX/kWh**. Integrus' rate is fixed from your first meter read on or after the February 2015 meter read through your Month 20XX meter read. A fixed price offers budget stability. Please see the enclosed Terms and Conditions for full details.

## Billing and Service Unchanged

Other than the price and supplier, nothing regarding your electricity service will change. You will continue to receive one monthly bill from AEP Ohio. AEP will continue to deliver your electricity, restore power following an outage, and be responsible for maintaining the system that delivers power to your home. While Integrus offers budget billing of its generation service charges for this aggregation program, please note that if you are currently on budget billing with AEP Ohio, the utility will bill you for any balance owed to them at the time of enrollment. This could result in a charge or a credit from AEP Ohio, depending on the current status of your budget billing accumulation.



## *Three things you should know*

- ✓ If you do nothing, you will be automatically enrolled in the Addison Township Program.
- ✓ AEP will continue sending monthly bills, responding to outages, and delivering your electricity.
- ✓ No one from the Addison Township program will ever come to your door to ask you to switch to a new supplier. Anyone who comes to your door asking you to switch is not with the Addison Township program.

## Enrollment Information

After your enrollment is finalized, AEP Ohio will send you a letter confirming your enrollment. As required by law, this letter will inform you of your ability to rescind your enrollment without penalty.

## How to Opt Out

If you do not wish to participate in the Addison Township Electric Aggregation Program, you must opt-out by February XX, 2015. To opt out, return the enclosed postcard. You may also opt-out by contacting Integrys toll-free at (855) 640-4184 or online at [www.integrysenergy.com/oh-addison](http://www.integrysenergy.com/oh-addison). If you do not opt-out you will be enrolled in the Addison Township Electric Aggregation Program. At the end of this current xxxxx year term in Month 20XX, you will again be provided with an opportunity to opt-out of the Township's Aggregation Program, or you may terminate the agreement at any time without penalty per Section 10 of the Electricity Purchase and Sale Terms and Conditions.

If you have any questions, please refer to the *Frequently Asked Questions* on our website at [www.integrysenergy.com/oh-addison](http://www.integrysenergy.com/oh-addison) or contact Integrys toll-free at (855) 640-4184. Representatives are available 24 hours a day, 7 days a week.

Sincerely,

Integrys Energy Services, Inc.

Enclosure: Terms and Conditions

### Residential Electricity Purchase and Sale Terms and Conditions – Opt-Out Aggregation

Addison Township (“Municipality”), pursuant to the aggregation authority conferred upon it by electorate vote, which passed by a majority vote on May 6, 2014 and passing an ordinance establishing the program, selected Integrus Energy Services, Inc. (“Seller”) to supply the aggregation and to administer enrollments as described below. You, the account holder (also referred to as “Buyer”) for the eligible account associated with the service address referenced on the letter accompanying these Electricity Purchase and Sale Terms and Conditions (the “Account”), and Seller agree to the following terms and conditions. Seller and Buyer (individually referred to as “Party” and collectively as “Parties”) agree to the following Electricity Purchase and Sale Terms and Conditions (“Agreement”), as of December XX, 2014 (the “Effective Date”):

**1. Opt-Out Enrollment:** Enrollment is automatic for those who are eligible, but participation is voluntary. **IF YOU DO NOT WISH TO PARTICIPATE, YOU MUST OPT-OUT BY (1) DETACHING AND RETURNING THE OPT OUT CARD ATTACHED TO THE ENROLLMENT NOTICE POSTMARKED NO LATER THAN FEBRUARY XX, 2015, (2) BY CALLING (855) 640-4184 BY FEBRUARY XX, 2015 OR (3) BY OPTING-OUT ON SELLER’S WEBSITE AT [WWW.INTEGRUSENERGY.COM/OH-ADDISON](http://WWW.INTEGRUSENERGY.COM/OH-ADDISON).** If you choose to opt-out, you will be served by the standard service offer of AEP Ohio (the “Utility”) or until you choose an alternative supplier of electric service.

**2. Eligibility:** To be eligible for opt-out aggregation, Buyer and the Accounts to be served (i) must be located within the Municipality’s jurisdictional boundaries, (ii) must be served by the Utility, (iii) may not be under contract with another competitive supplier, (iv) may not be on the Public Utilities Commission of Ohio (“PUCO”) “do not aggregate” list, (v) must be in good standing with the Utility (including payment history), and (vi) may not be under a Utility special arrangement or percentage of income payment plan (PIPP). In the event ineligibility is not ascertained until after service commences, Seller shall provide notice of the same to Buyer and return Buyer to the Utility.

**3. Term and Renewal:** This Agreement shall become binding on the Effective Date, provided however, the obligation of Seller to sell and schedule electricity for delivery to Buyer and the obligation of Buyer to purchase, take and pay for electricity is contingent upon: (a) eligibility of Buyer and the Accounts, (b) successful enrollment by the Utility, and (c) passage of the Rescission Period without effective cancellation by Buyer. Successful enrollment by the Utility is dependent upon (i) the eligibility of the Accounts, as set forth above and as determined by the Utility, to take from a retail electric supplier and (ii) the accuracy and completeness of any information submitted by Buyer and the Municipality. Service will commence on the first available meter read dates on or after February XX, 2015 and shall remain in effect through the Month 20XX meter read (“Initial Term”), unless terminated pursuant to the terms of this Agreement. In the event ineligibility is not ascertained until after service commences, Seller shall provide notice of the same to Buyer and return Buyer to the Utility. Buyer shall have the opportunity to opt-out of the Aggregation at least every three years without penalty.

**4. Rescission Period:** The Utility will send Buyer a letter confirming transfer of service upon processing of Buyer’s enrollment and Buyer will have 7 days from the postmark date of that letter to cancel its enrollment, without penalty, (“Rescission Period”) by calling the Utility on the toll-free number provided in the letter or by providing written notice to the Utility.

**5. Price:** For each billing cycle of Initial Term, Buyer shall pay a Fixed Rate of **\$0.0XXX per kWh**, multiplied by the billing cycle usage for the Accounts. Both Parties recognize that Seller’s charges include tariff charges that are set forth by the Utility, transmission provider, regional transmission organization or independent system operator (“RTO/ISO”), the Federal Energy Regulatory Commission, PUCO, and/or any other state or governmental agency having jurisdiction (each an “Authorized Entity”). Seller may pass through to Buyer, without markup as a separate line item or as an updated Fixed Rate, (a) any increase in such tariff charges or (b) other increase in Seller’s cost to provide electricity that result from an addition to, a change in, or change in interpretation by an Authorized Entity of, or change in administration by an Authorized Entity of, tariffs, operating protocols, laws, regulations, or other requirements of an Authorized Entity, as applicable. Buyer will also incur delivery and other additional service charges from the Utility. Switching fees may apply when service is established with Seller (which will be reimbursed by Seller, if applicable), but Buyer will not be charged separately by Seller for a switching fee.

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**7. Taxes:** Any tax levied against Seller by any governmental entity, exclusive of Seller's income tax or taxes levied on Seller's real or personal property, that must be paid by Seller shall be passed through to and borne and reimbursed by Buyer. Buyer must provide Seller with any applicable exemption certificates. Buyer shall pay any such taxes unless Seller is required by law to collect and remit such taxes, in which case Buyer shall reimburse Seller for all amounts so paid.

**8. Limitations:** ALL ELECTRICITY SOLD HEREUNDER IS PROVIDED "AS IS", AND SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT, WHETHER IN AGREEMENT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES.

**9. Environmental Disclosure:** The disclosure provided herewith describes the generation resource mix and environmental characteristics of the electricity. To receive this disclosure by e-mail, Buyer may request such by contacting Seller

**10. Termination; Remedies:** Seller may terminate Buyer's service under this Agreement for non-payment with at least 14 days written notice. Failure to pay Utility invoices may result in Buyer being disconnected in accordance with the Utility tariff. Buyer may terminate at any time without early termination fees. If Buyer switches back to the Utility, Buyer may not be served under the same rates, terms, and conditions that apply to other customers served by the Utility. The Choice program is under the ongoing jurisdiction of the PUCO.

**11. Force Majeure:** Except for Buyer's obligation to pay Seller timely, neither Party shall be liable to the other for failure to perform an obligation if the non-performing Party was prevented from performing due to an event beyond the reasonable control, that could not be remedied by the exercise of due diligence and that was not reasonably foreseeable, including without limitation, acts of God, a condition resulting in the curtailment of electricity supply or interruption or curtailment of transmission on the electric transmission and/or distribution system, interruption of Utility service, terrorist acts or wars, and force majeure events of the Utility or RTO/ISO.

**12. Questions, Complaints and Concerns:** Buyer may contact Seller 24 hours per day, 7 days per week at (855) 640-4184. Seller's mailing address is 1716 Lawrence Drive, DePere, WI 54115, and its website is [www.integrusenergy.com/OH-ADDISON](http://www.integrusenergy.com/OH-ADDISON). Seller will attempt to resolve all customer complaints in a timely manner and will respond to all complaints within 5 business days of receipt. If Buyer's complaint is not resolved after Buyer has called Seller and/or the Utility, or for general utility information, residential and business customers may contact the PUCO for assistance at 1-800-686-7826 (toll-free), or for TTY toll free at 1-800-686-1570 (toll-free), from 8a.m. to 5:00p.m. weekdays, or at [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov). Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at [www.pickocc.org](http://www.pickocc.org).

**13. Miscellaneous:** Buyer hereby authorizes the Utility to release data to Seller regarding Buyer's historical or current billing and usage data. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio and any applicable Utility tariffs. Buyer appoints Seller as its agent for the purposes of effectuating delivery, including for receipt of billing and usage data from the Utility. Title, possession, control of the electricity, and risk of loss will pass from Seller to Buyer at the interconnect between the applicable RTO/ISO's transmission system and the Utility's distribution system. Subject to regulatory approvals and notice from Seller, Seller may assign this Agreement without Buyer's consent. Buyer may assign this Agreement only with Seller's prior written consent. This Agreement constitutes the entire agreement between the Parties, superseding all verbal and written understandings. The Parties acknowledge and agree that (a) this Agreement constitutes a "forward contract" and/or "forward agreement" within the meaning of title 11 of the United States Code (the "Bankruptcy Code"), (b) each Party is a "forward contract merchant" within the meaning of the Bankruptcy Code, (c) for purposes of this Agreement, each Party is not a "utility" within the meaning of Section 366 of the Bankruptcy Code, and (d) each Party agrees to waive and not to assert the applicability of Section 366 of the Bankruptcy Code in any bankruptcy proceeding wherein such Party is a debtor, and (e) each Party further agrees to waive the right to assert that the other Party is a provider of last resort. This Agreement shall only be amended in a writing signed by both Parties or pursuant to Section 4 hereof. By agreeing to the terms and conditions herein, Buyer warrants the he or she is authorized to enter into this Agreement on behalf of the Party and Accounts for which it was made. Buyer should contact the Utility in the event of an electricity emergency. Seller is prohibited from disclosing Buyer's social security number and/or account number(s) without Buyer's affirmative written consent, except for the purpose of (i) Seller's collections and credit reporting, (ii) participation in programs funded by the universal service fund, (iii) pursuant to section 4928.54 of the Ohio Revised Code, or (iv) assigning this Agreement to another certified retail electric provider. Buyer may request from Seller, twice within a 12-month period, up to 24 months of Buyer's payment history without charge.

ADDISON TOWNSHIP EXHIBIT A-5

Experience Pages 1 - 2

## **EXHIBIT A-5 EXPERIENCE**

Integrys Energy Services, Inc.'s ("Integrys Energy") ability to successfully serve as a CRES and CRNGS Provider is amply demonstrated through our past and current performance as both a retail electric and natural gas provider. We have been successful to-date in the Ohio retail electric and gas markets. Our efforts comply with the requirements of Commission rules adopted pursuant to the Ohio Revised Code. This includes such activities as telephone solicitation of customers, customer enrollment methods, customer service activities and response to customer concerns.

Integrys Energy, through our office in Columbus, OH has participated in Ohio Choice Programs since 1986 as Fuel Services Group, since 1994 under WPS Energy Services, Inc., since February 2007 as Integrys Energy Services, Inc. and as Integrys Energy Services-Natural Gas, LLC (since April 2010). Integrys Energy currently serves over 150,000 Choice customers throughout the State of Ohio.

Integrys Energy Services is currently the supplier to residential and small commercial customers under the Ohio Choice Program in all four gas utilities and all four electric utilities in the state of Ohio. Additionally Integrys serves natural gas and electric aggregation programs throughout the State of Ohio.

A key element of our success in Ohio has been following our "regional office business model". This model involves establishing a local office and hiring local talent to coordinate the gas or electric supply, delivery and customer service functions. Billing is accomplished with a combination of billing through the local distribution utility and billing using our own proprietary billing system.

Our operations in Ohio follow the regional office business approach. For our local presence in the retail gas area we have built upon our existing Columbus office and staff. We have added customer service support provided through local and/or toll free phone access. Integrys Energy Services has established a fully staffed and trained 24/7 call center to handle all customer questions and needs. Customer complaints are handled first through normal customer service channels, but appropriately raised for management attention when circumstances dictate. An established internet site provides customer education content, program information and customer service access. This site contains links to specific information regarding the various communities we serve. Secure internet and telephone based enrollment options are available. Additional internet-based services include online access to consumption data, energy consulting and accounting services, and energy efficiency product sales. We plan, over time, to provide a variety of billing services and options such as budget billing, summary billing and specialized billing services.

Integrys Energy's performance in the natural gas and electric market, including our significant Ohio operations, shows our dedication to reliable service, our commitment to customer satisfaction, and our overall quality of energy supply service.

Integrys Energy Services is the nonregulated subsidiary of Integrys Energy Group, Inc. (NYSE; TEG), a Fortune 1000® company, which currently manages assets of over \$11 billion in the energy industry and has a heritage that dates back to 1855. In addition to the nonregulated subsidiary, Integrys Energy Group operates several regulated natural gas and electric utilities throughout Minnesota, Wisconsin, Illinois, and Michigan. In 2010, 2009, 2007 and 2006, Fortune® has named our family of companies among the top five "Most Admired Energy Companies in America."

**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

**12/22/2014 4:44:07 PM**

**in**

**Case No(s). 14-2308-EL-GAG**

Summary: Application for certification as a Governmental Aggregator electronically filed by Ms. Julia D Hall on behalf of Addison Township