WerldEnergy

9604 Cliffview Street, NW Clinton, OH 44216 813-210-7184 cell 330.232.9400 efax

May 14, 2015

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

Re: Village of Mingo Junction

To Whom It May Concern,

Please find enclosed a Renewal Application for Government Aggregators for the Village of Mingo Junction. World Energy on behalf of the Village of Mingo Junction is filing the renewal application. DPL Energy Resources is the current electric provider.

Should there be a question and/or additional information needs, please contact: John Ney, Energy Consultant, World Energy, (813) 210-7184 or through email at jney@worldenergy.com.

Sincerely,

John Ney Energy Consultant World Energy (813) 210-7184 Cell (330) 232-9400 Fax

Enclosures

Submitted to:

The Public Utilities Commission of Ohio

CERTIFICATION APPLICATION FOR A GOVERNMENTAL AGGREGATOR

Village of Mingo Junction, Ohio

Village of Mingo Junction 501 Commercial Street Mingo Junction, Ohio 43938



Original GAG
Case Number
Version
- -EL-GAG
August 2004

RENEWAL APPLICATION FOR GOVERNMENTAL AGGREGATORS

Please print or type all required information. Identify all attachments with an exhibit label and title (Example: Exhibit A-4 Opt-Out Form). 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. RENEWAL INFORMATION

web site address
Legal Name Village of Mingo Jundian Address 501 Commercial St Mingo Jundian, of 43938
PLICO Certificate # and Date Certified 13-110E
Telephone #(740) 5 35-110 Web site address (if any)

- 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 current 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-"Opt-out Form" provide a copy of the disclosures/"opt-out" 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. If the opt-out is in draft form, docket the final opt-out (including beginning and ending dates of the 21-day -out period and the selected CRES supplier) with the Commission within 10 days prior to providing or offering service. See #12 in the attached Affidavit.
A-5	Contact person for regulatory or emergency matters
	Name Robert Stallman. Title Director of Community Development Business address [068 woodman Dr., Dayton, off 45432 Telephone # (937) 259-7936 Fax # (937) 259-7392 E-mail address (if any) robert stallman @ dpline, com
A-6	Contact person for Commission Staff use in investigating customer complaints
	Name Maria Bubp Title Director of operations Business address 1065 Woodman Drive, Dayton, off 45432 Telephone # (937) 239-7863 Fax # (937) 259-7867 E-mail address (if any) Maria bubp @ opline, com
A-7	Applicant's address and toll-free number for customer service and complaints
	Customer Service address 1065 Wordman Dr., Daylon off 45432 Toll-free Telephone # (888) 674-3753 Fax # (937) 259-7867 E-mail address (if any)
Signa	ture of Applicant & Title
Swor	n and subscribed before me this 6th day of May, 2015 Year When E Wilson
Signa	ture of official administering oath Print Name and Title
	My commission expires on NON-EXPINAG

AFFIDAVIT

State of Ohic :

Village of Mingo <u>Sundan</u>ss. (Town)

County of Jefferson:

Stephes May Usclak, Affiant, being duly sworn/affirmed according to law, deposes and says that:

He/She is the Administration (Office of Affiant) of Wilhee of Misso Manie of Applicant);

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

- The Applicant herein, attests under penalty of false statement that all statements made in the
 application for certification renewal 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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 renewal 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 if the opt-out is in draft form, the Applicant will docket the final opt-out (including beginning and ending dates of the 21-day -out period and the selected CRES supplier) with the Commission within 10 days prior to providing or offering service.

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 Affiant & Title	INIS KEAFOR
Sworn and subscribed before me this	day of May, 2015 Year
<u>Usllam E Wilson</u> Signature of official administering oath	William E Wilson Print Name and Title

My commission expires on NON-EXPIRAL STATE OF THE PROPERTY OF

Applicant's Name, Address, Telephone Number, and Web Site Address

Village of Mingo Junction 501 Commercial Street Mingo Junction, Ohio 43938 740-535-1511 Office

Authorizing Ordinance

Ordinance No.	
Sponsor:	

AN ORDINANCE AUTHORIZING ALL ACTIONS NECESSARY TO EFFECT A GOVERNMENTAL ELECTRICITY AGGREGATION PROGRAM WITH OPT-OUT PROVISIONS PURSUANT TO SECTION 4928.20 OHIO REVISED CODE, DIRECTING THE JEFFERSON COUNTY BOARD OF ELECTIONS TO SUBMIT A BALLOT QUESTION TO THE ELECTORS; AND DECLARING AN EMERGENCY.

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

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

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

Whereas, this Council, seeks to establish a Governmental Aggregation program with optout provisions pursuant to Section 4928.20, Ohio Revised Code (the "Aggregation Program") for the residents, businesses and other electric consumers in the City.

NOW, THEREFORE, BE IT RESOLVED by the Council of Shreve, Ohio that:

Section 1: This Council finds and determines that it is in the best interest of the Village, its residents, businesses and other electric consumers located within the corporate limits of the Village to establish this Aggregation Program in the Village. Provided that the Aggregation Program is approved by the electors of the Village pursuant to Section 2 of this Ordinance, the Village is hereby authorized to automatically aggregate, in accordance with Section 4928.20, Ohio Revised Code, the retail electric loads located within the Village, and, for that purpose, to enter into service agreements to facilitate for those loads the purchase and sale of electricity. The Village may exercise such authority jointly with any other municipal corporation, township or county or other political subdivision of the State of Ohio to the full extent permitted by law. 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 Ordinance.

Section 2: The Board of Elections of Jefferson County is hereby directed to submit the following question to the electors of the Village at the election on May 7th, 2013:

Shall the Village of Mingo Junction have the authority to aggregate the retail electric load located in the Village, and for that purpose, enter into services agreements to facilitate for those loads the sale and purchase of electricity, such aggregation to occur automatically except where any person elects to opt out?

The Clerk of this Council is instructed to immediately file a certified copy of this ordinance and the proposed form of the ballot question with the County Board of Elections not less than ninety (90) days prior to the election. The Aggregation Program shall not take effect unless approved by a majority of the electors voting upon this ordinance and the Aggregation Program provided for herein at the election held pursuant to this Section 2 and Section 4928.20, Ohio Revised Code.

Section 3: Upon approval of a majority of the electors voting at the general election provided for in Section 2 of this Ordinance, this Council, individually or jointly with any other political subdivision, may develop a plan of operation and governance for the Aggregation Program. Before adopting such plan, this Council shall hold at least two public hearings on the plan. Before the first hearing, notice of the hearings shall be published once a week for two consecutive weeks in a newspaper of general circulation in the Village. The notice shall summarize the plan and state the date, time and place of each hearing. No plan adopted by this Council shall aggregate the electric load of any electric load center within the Village unless it, in advance, clearly discloses to the person owning, occupying, controlling, or using the load center that the person will be enrolled automatically in the Aggregation Program and will remain so enrolled unless the person affirmatively elects by a stated procedure not to be so enrolled. The disclosure shall state prominently the rates, charges, and other terms and conditions, of enrollment. The stated procedure shall allow any person enrolled in the Aggregation Program the opportunity to opt- out of the program at least every three years, without paying a switching fee. Any such person that opts out of the Aggregation Program pursuant to the state procedure shall default to the standard service offer provided under division (a) of Section 4928.35, Ohio Revised Code until the person chooses an alternative supplier.

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

Section 5: This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the Village and the inhabitants thereof, and for further reasons that this ordinance is required to be immediately effective in order to file a certified copy of this ordinance and the

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proposed form of the ballot question with the XXX Board of Elections not later than ninety (90) days prior to the May 2013 election, as provided herein; wherefore, provided it receives the affirmative vote of at least five members elected and appointed to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise it shall take effect and be in force at the earliest period allowed by law.

President of Council

Ronald Vi (ald 1219-201)

or Da

Operation and Governance Plan

ELECTRIC AGGREGATION PROGRAM Village of Mingo Junction, OHIO

PLAN OF OPERATION AND GOVERNANCE

Adopted by the Village of Mingo Junction May 28th, 2013

1. Purpose of Electric Aggregation Program

This Operations and Governance Plan has been developed in compliance with Ohio Revised Code, Section 4928.20 regarding governmental aggregation of electric service. The Village of Mingo Junction ("the Village") Aggregation Program ("Program") seeks to aggregate the retail electric loads of consumers located in the Village to negotiate the best rates for the generation supply of electric power. It has the potential to combine residential and small commercial customers into a buying pool that will be attractive to third party suppliers. Participation in the Program is voluntary. Any individual customer has the opportunity to decline to participate (become a "Member") in the Program and to stay with or return to the standard offer of service from The Ohio Power Company ("Utility") or to enter into a power supply contract with any competitive retail electric supplier.

2. The Process for Municipal Aggregation

The process of governmental aggregation is set forth in Ohio Revised Code section 4928.20. On May 7, 2013, Mingo Junction voters approved the development of a form of government electric aggregation known as "opt-out" aggregation. As required by state law, the Village Council passed an Ordinance which authorized submitting the selection of opt-out aggregation to the Village's voters.

As required by regulations of the Public Utility Commission of Ohio (PUCO), the Village has developed this Electric Aggregation Program Plan of Operation and Governance" (the "Plan"). The Village will file an application with the PUCO for certification as a Government Aggregator as soon as the Village Council approves the Plan. Public notice of public hearings to consider the Plan was published in the Herald Star on Saturday, May 12th, and two public hearings were conducted on May 15th, 2013 at 7 pm and May 22nd, 2013 at 7 pm in accordance with section 4928.20 (C) of the Ohio Revised Code. The Opt-out Notice for the Village's Program will be sent to all eligible electric customers in the Village upon approval of this Plan.

Under the Opt-out program, all eligible electric consumers within the Village will be automatically included in the Program. However, such customers will be given prior notice entitling them to affirmatively elect not to be part of the Program. These customers can opt out during the period of time specified in the notification sent to all eligible customers which shall be at least twenty-one days from the date of the postmark on the written notice. A similar opt-out period will be offered every 2-3 years during which Members can leave the Village's Program by paying either no or a small penalty.

Upon certification, the Village Council of Mingo Junction will select its Retail Electric Generation Provider ("Retail Electric Generation Provider" or "Provider"), to provide the electric power for the Mingo Junction Aggregation Program. Under this Program, the Utility will continue to deliver the electricity purchased from the Village's provider, and all metering, repairs and emergency service will continue to be provided by the Utility.

All eligible load centers within the Village consuming less than 700,000 kWh over the most recent 12 months that do not opt out will be automatically enrolled in the Program. For eligible commercial and industrial customers with a peak load demand over the past 12 months of 100 kW or greater, the customer shall pay for any interval meter required, and the customer is responsible for paying the installation and maintenance of an analog phone line or cellular phone modem.

3. Operational Plan

- 3.1 <u>Provider:</u> Mingo Junction uses World Energy to perform and manage aggregation services for its Members. The Village will select its Provider once certified by the PUCO. The Provider shall provide adequate, accurate, and understandable pricing terms and conditions of service, including any switching fees and the conditions under which a Member may rescind a contract without penalty. The Provider must provide the Village, if requested, an electronic file containing the Members' usage, and charges. The Provider must have a local Mingo Junction phone number or a toll free number for Members to call.
- 3.2 <u>Database:</u> The Retail Electric Generation Provider will maintain a database of all Members, which shall include the name, address, Utility account number, the Provider's account number for each Member and other pertinent information such as rate code, rider code (if applicable), most recent 12 months usage and demand, and meter read cycle. This database will be updated at least quarterly. The Provider shall implement a process that will be able to accommodate at a minimum Members who (i) leave the program due to relocation outside the Village, (ii) opt out; (iii) decide to enter the Program: (iv) relocate within the Village, and (v) move into the Village and desire to enter the Program. This database shall be capable of eliminating Percentage of Income Payment Plan ("PIPP") customers from the Program, those customers who are on the "Do Not Aggregate" list maintained by PUCO, those customers served by other providers of competitive retail electric service and those who have opted out.
- 3.3 <u>Member Education:</u> The Provider will develop, in consultation with the Village, an educational program that provides Members with general information about the Aggregation Program, provides updates and disclosures required by Ohio law and regulations, and implements a process to allow any Member enrolled in the Program to opt-out of the program at least every three years, without paying a penalty to the Village or to the Provider.
- 3.4 <u>Customer Service:</u> Members will have multiple means of addressing complaints. As a general rule, concerns regarding service reliability should be directed to the Utility as appropriate, questions regarding the Program administration should go to the Village, and any unresolved disputes should be directed to the Public Utilities Commission of Ohio and/or The Ohio Consumers' Counsel (for Members who are residential consumers). Listed below is a table of toll-free numbers for members to call for assistance.

Nature of Complaint	Contact	Phone Number
Power interruptions or outages	The Ohio Power Co.	1-800-672-2231
Power turn on/off	The Ohio Power Co.	1-800-672-2231
Billing disputes	The Ohio Power Co.	1-800-672-2231
Joining/leaving Program	DPL Energy	1-888-674-3753
Unresolved disputes	Public Utilities Commission of Ohio	1-800-686-7826
_	Ohio Office of Consumers' Counsel	1-800-613-6743

Members should make all efforts to address complaints or concerns in accordance with the guidance provided above for Handling Customer Complaints. If Members are unable to resolve their concerns through these channels, they may contact the Public Utilities Commission of Ohio or (if they are residential customers) the Ohio Office of the Consumers' Counsel at the telephone numbers set forth above.

3.5 <u>Billing:</u> The Ohio Power Company will include Provider's charges for generation service on its monthly invoice. There will be no administrative fee for billing charged by the Provider. Provider may provide a budget billing option to residential accounts for supplier related charges. Provider must be able to obtain at least 7 months of historical usage for the account or premise. Billing statements rendered by the Utility reflecting charges of Provider shall comply with the guidelines issued by PUCO.

Members are required to remit and comply with the payment terms of the Utility. This Program will not be responsible for late or no payment on the part of any of its Members. Collection and credit procedures remain the responsibility of the Utility, the Provider and the individual Member.

- 3.6 <u>Notification to the Utility:</u> The Village's consumers that do <u>not</u> opt-out of the Village's Aggregation Program will be enrolled automatically in the Program. Members in the Village's Aggregation Program will <u>not</u> be asked to take other affirmative steps in order to be included in the Program. To the extent that the Utility requires notification of participation by Members, the Village will coordinate with the Provider to submit such notice to the Utility. Provider will inform the Utility of any consumers who may have been permitted to join the Program after the expiration of the enrollment period.
- 3.7 <u>Rates</u>: The prices to be charged by the Retail Electric Generation Provider to Members in the Program are \$.0599 kWh for both residential and small commercial customers. Members have been notified of the rates and terms of the Program through the local newspaper, Village's website and in Opt-out forms sent to all eligible consumers by the Provider. Final Opt-out forms and any supplemental Opt-out forms will be docketed with the PUCO no more than 30 days but at least10 days prior to mailings as the regulations require.

- 3.8 <u>Charges:</u> Certain fees assessed by the Utility are non-bypassable, and will continue to be billed by the Utility. These charges apply whether a consumer in the Village becomes a Member of the Program or opts out.
- 3.9 <u>Switching Fees:</u> There are no switching fees assessed to customers that join the governmental aggregation program from the Utility standard offer. The Provider shall not assess a fee to join the Program.
- 3.10 <u>Program Participation:</u> Customers who meet the following criteria will become members of the aggregation Program:
 - Have not opted out of the Program
 - Are not participants in the Percentage of Income Payment Plan (PIPP)
 - Are not included on the PUCO's "Do Not Aggregate" List
 - Are not receiving competitive retail electric service from another provider
 - Are not receiving service under a special arrangement with the Utility
 - Have a Utility rate code that permits shopping for electric generation supplies.
- 3.11 Opt-Out Disclosure: The Village has adopted an "Opt-out" form of Governmental Aggregation pursuant to section 4928.20 of the Ohio Revised Code. The Village will notify in writing consumers owning, occupying or using a load center that the consumers will be enrolled automatically in the Aggregation Program and will remain so enrolled unless the consumer affirmatively elects by the following procedure not to be so enrolled. Any such person that opts out of the Aggregation Program pursuant to the stated procedure shall default to the standard service offer provided by the Utility unless or until the person chooses an alternative Supplier.

Opt-out Procedure:

- 1. The Village distributes the Opt-Out Form (refer to Exhibit A "Automatic Aggregation Disclosure");
- 2. Recipients have at least twenty-one (21) days from the date of postmark on the written notice to notify the Village or its designee of election to opt out;
- 3. The Village will exclude those opting out from the Program;
- 4. Customers who do not opt out using this procedure will receive written notification from the Utility stating that they are about to be switched to the Program and have seven (7) days if they wish to rescind the contract;
- 5. The Provider will commence generation service to Members who have not rescinded their contracts within the seven (7) day notification period beginning with the Member's normal meter read date within the month when power deliveries begin under the Aggregation Program.
- 6. Every three years, Members will be notified of their right to opt out of the Program without paying any penalty, following the same procedure for opting out set forth above.

- 7. At any other time, a Member may opt out of the Program but will be required to pay an early termination fee of \$50.
- 3.12 <u>Policies for Customers Moving Into/Out of the Municipality:</u> Members who have left the Program or who have moved into the Village may contact the Village or its Provider at any time to obtain enrollment information. There is, however, no guarantee that customers opting in at a later date will receive the same price, terms and conditions as did the initial participants.
- 3.13 <u>Reliability of Power Supply:</u> The Program will only affect the generation source of power. The Utility will continue to deliver power through its delivery systems. Responsibility for maintaining system reliability continues to rest with the local utility. If Members have service reliability problems, they should contact the Utility for repairs. The PUCO has established "Minimum Reliability Standards" for all utilities operating distribution systems in Ohio. Customer outages, duration of outages, interruptions, etc., will be monitored to ensure reliability remains at satisfactory levels.

In addition to maintaining the "wires" system, the Utility is required to be the "Provider of Last Resort." This means, should the selected Provider fail for any reason to deliver any or all of the electricity needed to serve the Members' needs, the Utility will immediately provide for the shortfall. The Utility would then bill the Provider for the power provided on their behalf. The Members would incur no additional cost.

4. Mingo Junction's Retail Electric Generation Provider: DPL Energy

The electric provider satisfies each of the following requirements:

- Sufficient sources of power to provide retail firm power to Members in the Village
- Certified by PUCO as a provider of competitive retail electric service
- Registered as a generation provider with the Utility
- Certified Supplier Agreement executed with the Utility
- Management and personnel in place to sell retail firm power to the Utility customers in the Village
- Call center capable of handling the Village's Aggregation Program Member inquiries and customer service complaints
- Toll-free number as required by PUCO for customer service complaints relating to the Village's Aggregation Program
- Will execute Master Service Agreement with the Village
- Will assist the Village in filing the annual reports required by PUCO and Section 4905.10(A), Section 4911.18(A) and Section 4928.06(F) of the Ohio Revised Code.
- Will administer the opt-out process on behalf of the Village
- Will develop Consumer Education Plan in consultation with the Village.

5. Changes, Extension or Renewal of Master Service Agreement

If the Master Service Agreement is extended or renewed past the initial contract period, Members will be notified as required by law and PUCO rules as to any change in rates or service conditions. At least every three years all customers in the Village who are Members will be given an opportunity to opt out of the Program, and Opt out notices will be provided as required by PUCO rules. Members will also be notified of their right to return to the Utility's Standard Service Offer or to select an alternate generation supplier.

6. Termination of Master Service Agreement

If the Master Service Agreement is terminated prior to the end of the Term, each individual Member of the Program will receive written notification of the termination of the Program at least sixty (60) days prior to termination of service. If the Master Service Agreement is not extended or renewed, Members will be notified as required by law and PUCO rules in advance of the end of service. Members will also be notified of their right to select an alternate generation supplier and of their ability to return to the Utility's Standard Service Offer upon termination.

7. Liability

THE VILLAGE SHALL NOT BE LIABLE TO MEMBERS IN THE AGGREGATION PROGRAM FOR ANY CLAIMS, HOWEVER STYLED, ARISING OUT OF THE AGGREGATION PROGRAM OR THE PROVISION OF AGGREGATION SERVICES BY THE VILLAGE OR THE PROVIDER. MEMBERS IN THE AGGREGATION PROGRAM SHALL ASSERT ANY SUCH CLAIMS SOLELY AGAINST THE PROVIDER PURSUANT TO THE MASTER SERVICE AGREEMENT.

8. Funding the Aggregation Program

The primary expenses of the Program are expected to be publication of notices, written notification to customers, regulatory fees and registration with the PUCO. These expenses and administrative fees will be the responsibility of the selected Provider.

Automatic Aggregation Disclosure

August 19, 2013

Village of Mingo Junction is trying to help you save on your electric costs.

Dear Mingo Junction Electric Customer,

Because voters in Mingo Junction approved an electric aggregation program in May 2013 to allow officials to negotiate better energy rates, you could soon be saving money on your electric bill.

Government aggregation programs allow communities to pool citizens together as a buying group to get a better deal on generation and transmission rates (the largest portion of your electric bill) from a retail electric supplier. Your local utility, The Ohio Power Company, will continue to deliver electricity to your home, restore power after outages, and perform maintenance and customer service.

After researching options, Mingo Junction selected retail electric supplier DP&L Energy, an affiliate of the Dayton Power and Light Company. The Ohio-based company, certified by the Public Utilities Commission of Ohio (PUCO) will supply you with savings through October, 2015.

It's Smart.

You pay no enrollment or switching fees. And you get one easy-to-read bill from The Ohio Power Company with your DP&L Energy charges included. If you are currently on budget billing, you will automatically be enrolled in budget billing.

It's Fair.

Your Utility	Retail Electric	Fixed Price	Term End Date	Opt-Out Deadline	Early Termination
	Supplier				Fee
The Ohio Power	DP&L Energy	5.99¢ per	October, 2015	September 9, 2013	\$50
Company		kWh			

As a member of an aggregation group, you will start seeing savings from DP&L Energy within 30-45 days after The Ohio Power Company accepts your enrollment, depending on when your meter is read. Your savings could start as early as October.

It's Simple.

No action is needed to take advantage of the savings offered through your community program. However, if you wish to be excluded from this discounted rate, you must return the enclosed opt-out form by September 9, 2013. If you decide to opt-out of the aggregation before the program starts, you will be served by the utility's standard service offer unless you choose an alternate provider. If you decide to leave the aggregation program at any other time, the service you receive from the utility may not be under the same rates, terms and conditions that apply to other customers receiving generation from The Ohio Power Company. If you do not opt-out at this time, you will receive a notice at least every three years asking if you wish to remain in the program.

If you do not opt-out, The Ohio Power Company will send you a letter confirming that you selected DP&L Energy as your electric generation provider (see attached sample letter). You have seven days from the postmark date of such letter to cancel your contract with DP&L Energy if you do not want to be part of the savings program. To start seeing savings through the Mingo Junction electric aggregation program, you don't have to do anything when your letter arrives.

If you have any questions, please call DP&L Energy at 866-838-6883 Monday through Friday from 8 a.m. to 5 p.m.

Welcome to savings with DP&L Energy,

Mayor Ronald Dicarlo

Opt-Out Form – Village of Mingo Junction Electric Governmental Aggregation Program

Option 1 – Do nothing and save. If you want to participate in the aggregation program and save, you do not need to return this form. Your enrollment is automatic.	Option 2 – Opt-out by returning this form. If you do not want to participate in this program, you must mail this completed form before September 9, 2013 .			
By returning this signed form, you will be EXCLUDED from the Village of Mingo Junction Electric Governmental Aggregation Program.				
☐ I wish to opt-out of the Village of Mingo Junction Aggregation Program. (Check to opt-out.)				
Service Address (City, state and zip):				
Utility 17 Digit Service Delivery Identifier:	Phone No.:			
Account Holder's Signature:	Date:			
Mail the completed form by September 9, 2013 to: Village of Mingo Junction Aggregation Program, DP&L Energy, 1065 Woodman Dr., Dayton, OH 45432				

Contact Person for Regulatory or Emergency Matters

Robert Stallman Director of Community Development, DPL Energy 1065 Woodman Drive Dayton, OH 45432 Telephone # 937/259/7936 Fax # 937/259-7392

E-mail

address: Robert.stallman@dpli nc.com

Contract Person for Commission Staff Use in Investigating Customer Complaints

Maria Bubp Director of Operations, DPL Energy 1065 Woodman Drive Dayton, OH 45432 Telephone # 937/259-7863 Fax # 937/259-7867 E-mail address: Maria.bubp@dplinc.c om

Applicants Address and Toll-Free Number for Customer Service and Complaints 1065 Woodman Drive Dayton, OH 45432 Toll-Free telephone # 888/674-3753 Fax # 937/259-7867 This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

5/14/2015 4:11:32 PM

in

Case No(s). 13-1349-EL-GAG

Summary: Application In the matter of application for electric certification for the Village of Mingo Junction. electronically filed by Mr. John W Ney on behalf of Ney, John Mr.