



## Public Utilities Commission

Original GAG Case Number	Version
14 - 371 -EL-GAG	August 2004

### RENEWAL APPLICATION FOR ELECTRIC 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

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

Legal Name Mayor David A Mathew

Address 904 Chestnut Street, Dresden, OH 43821

PUCO Certificate # and Date Certified 14-794E(1)

Telephone # (740) 754-3151 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 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 David A. Mathew  
Title Mayor, Village of Dresden  
Business address 904 Chestnut Street, Dresden, OH 43821  
Telephone # (740) 754-3151 Fax # (740) 754-4005  
E-mail address dresdenmayor@columbus.rr.com

A-6 **Contact person for Commission Staff use in investigating customer complaints**

Name Julia D. Hall  
Title Ohio Aggregation Program Manager  
Business address 355 E. Campus View Blvd. Suite 150, Columbus, OH 43235  
Telephone # (614) 844-4309 Fax # \_\_\_\_\_  
E-mail address julia.hall@constellation.com

A-7 **Applicant's address and toll-free number for customer service and complaints**

Customer Service address 355 E. Campus View Blvd. Suite 150, Columbus, OH 43235  
Toll-free Telephone # (855) 713-4485 Fax # \_\_\_\_\_  
E-mail address julia.hall@constellation.com

David A. Mathew - Mayor  
Signature of Applicant & Title

Sworn and subscribed before me this 15<sup>th</sup> day of February, 2016  
Month Year

Natalie Stillion Grable  
Signature of official administering oath

Natalie Stillion Grable, notary  
Print Name and Title



My commission expires on 9/11/18

NATALIE STILLION GRABLE  
Notary Public, State of Ohio  
My Commission Expires 9-11-2018

# AFFIDAVIT

State of Ohio :

Dresden ss.  
(Town)

County of Muskingum :

David Mathew, Affiant, being duly sworn/affirmed according to law, deposes and says that:

He/She is the Mayor (Office of Affiant) of Village of Dresden (Name of Applicant);

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

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

 Mayor  
Signature of Affiant & Title

Sworn and subscribed before me this 15<sup>th</sup> day of February, 2016  
Month Year

  
Signature of official administering oath

Natalie Stillion Grable, notary  
Print Name and Title

My commission expires on 9/11/18



NATALIE STILLION GRABLE  
Notary Public, State of Ohio  
My Commission Expires 9-11-2018

**VILLAGE OF DRESDEN**  
**EXHIBIT A-2**

AUTHORIZING ORDINANCE – 3 Pages  
CERTIFICATE OF ELECTION RESULTS – 1 Page

RESOLUTION NO. 2013-33

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

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

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

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

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

**WHEREAS**, this Council desires to proceed with the submission of the question to the electors of the Village of Dresden;

**NOW THEREFORE, BE IT RESOLVED**, by the Village of Dresden Council, State of Ohio:

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

owning, occupying, controlling, or using an electric load center proposed to be aggregated and will provide for the opt-out rights described in Section 3 of this Resolution.

**SECTION 2.** The Board of Elections of Muskingum County, Ohio, is hereby directed to submit the following question to the electors of the Village of Dresden at the next general election to be held on November 5, 2013. The Aggregation Program shall not take effect unless approved by a majority of the electors voting upon this issue at the election held pursuant to this Resolution and Section 4928.20 of the Ohio Revised Code.

The form of the ballot to be used in the November 5, 2013, general election shall be substantially as follows:

**PROPOSED ELECTRIC AGGREGATION PROGRAM**

**VILLAGE OF DRESDEN, OHIO**

A majority affirmative vote is necessary for passage.

Shall the Village of Dresden, County of Muskingum, Ohio, have the authority to aggregate the retail electric loads located in the Village of Dresden, and 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?

**FOR THE ELECTRIC AGGREGATION PROPOSAL**

**AGAINST THE ELECTRIC AGGREGATION PROPOSAL**

**SECTION 3.** Upon the approval of a majority of the electors voting at the general election provided for in Section 2 of this Resolution, the Council, individually or jointly with any other political subdivisions, shall develop a plan of operation and governance for the Aggregation Program. Before adopting such a 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 of Dresden. The notice shall summarize the plan and state the date, time, and location of each hearing. No plan adopted by this Council shall aggregate any retail electric load located within the Village of Dresden unless it in advance clearly discloses to the person whose retail electric load is to be so aggregated that the person will be enrolled automatically in the aggregation 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 the opportunity to opt out of the aggregation every three (3) years, without paying a switching fee. Any such person who opts out of the aggregation pursuant to the stated procedure shall default to the electric company providing distribution service for the person's retail electric load, until the person chooses an alternative supplier.

**SECTION 4.** This Resolution is adopted pursuant to the authority conferred by Section 4928.20 of the Ohio Revised Code.

**SECTION 5.** Upon passage of this Resolution the Village of Dresden Fiscal Officer shall certify a copy of it to the Muskingum County Board of Elections no later than ninety (90) days prior to the general election to be held on November 5, 2013.

**SECTION 6.** All formal actions of the Village of Dresden Council relating to the adoption of this Resolution were taken in an open meeting, in accordance with Section 121.22 of the Ohio Revised Code.

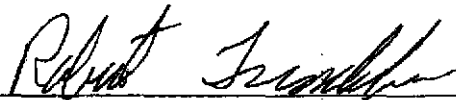
**SECTION 7.** The Village of Dresden Council upon at least a majority vote do hereby dispense with the requirement that this resolution be read on three separate days, and hereby authorize the adoption of this Resolution upon its first reading.

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

**VOTE RECORD:**

Mr. King	<u>Yea</u>	Mr. Miller	<u>Yea</u>	Mr. Tumblin	<u>Yea</u>	Mr. Holzschuher	<u>Yea</u>
Mr. Crozier	<u>Yea</u>	Ms. Minner	<u>absent</u>				

Passed at a meeting of the Village of Dresden Council this 17<sup>th</sup> day of June, 2013.



Council President

Date

Approved as to form:



Director of Law

Date



**CERTIFICATE OF RESULT OF ELECTION ON QUESTION OR ISSUE**

Revised Code, Section 3501.11

State of Ohio  
County of Muskingum }

The Board of Elections of Muskingum County hereby

certifies that at the election held in the Village of Dresden  
(Name of Subdivision)

on the 5th day of November, 2013, the vote cast on the following issue was  
as follows:

Issue shall the Village of Dresden have the authority to aggregate the retail electric loads  
(Tax levy, bond issue, miscellaneous question, etc.-describe fully)  
located in the Village, and 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?

Votes <u>One Hundred Fifty-Nine</u> (For, yes, etc.-as on ballot)	<u>159</u> (Number)
Votes <u>Ninety-Two</u> (No, against, etc.-as on ballot)	<u>92</u> (Number)
Total vote cast on issue:	<u>251</u> (Number)

IN WITNESS WHEREOF, we have hereunto subscribed our names officially at Zanesville  
Ohio, this 19th day November, 2013.

Charles F. Klein  
Jackson M. Boyd  
Chair  
Joseph D. Bunnell  
Patrick H. Hamer

Attest: Christine E. Hamell  
Director

**BOARD OF ELECTIONS**

Muskingum County, Ohio

**VILLAGE OF DRESDEN**  
**EXHIBIT A-3**  
PLAN OF OPERATION AND GOVERNANCE

RESOLUTION TO ADOPT PLAN OF OPERATIONS & GOVERNANCE – 1 Page  
PLAN OF OPERATIONS AND GOVERNANCE – 4 Pages

VILLAGE OF DRESDEN, OHIO

RESOLUTION NO.

2014-10

**RESOLUTION ADOPTING THE PLAN OF OPERATION AND GOVERNANCE FOR ELECTRIC AGGREGATION  
PROGRAM AND DECLARING AN EMERGENCY**

**WHEREAS**, the Village Council of the Village of Dresden Park has developed an Electric Aggregation Program Plan of Operation and Governance ("Plan of Operation") pursuant to Amended Substitute Senate Bill 3 and in accordance with the governmental aggregation provisions of Sections 4901 and 4928.20 of the Ohio Revised Code and the Rules for Formation and Operation of electric governmental aggregations; and

**WHEREAS**, the Village of Dresden electric aggregation program will aggregate the retail electric load of residents and businesses that are eligible to participate in the AEP Ohio Energy Choice program for the purpose of negotiating for competitive retail electric supply at favorable rates; and

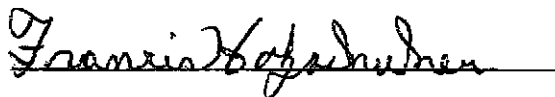
**WHEREAS**, the Village of Dresden now intends to file for certification as a Governmental Aggregator, which requires that Council first adopt a Plan of Operation and Governance; now therefore,

**BE IT RESOLVED**, by the Village Council of Dresden, Muskingum County, State of Ohio, a legal majority of all members elected thereto concurring, that:

**SECTION I.** Council hereby adopts the Electric Aggregation Program Plan of Operation and Governance which is attached hereto as Exhibit A and incorporated by reference herein.

**SECTION II.** This resolution is hereby declared to be an emergency resolution and a measure necessary for the immediate preservation of the public peace, health, safety and general welfare and shall go into effect forthwith.

PASSED this 24<sup>th</sup> day of February 2014.



President of Council

ATTEST:



Clerk of Council

**For More Information Contact:**

**Village of Dresden  
904 Chestnut Street  
Dresden, OH 43821  
P: 740-754-3151  
F: 740-754-4005**

**VILLAGE OF DRESDEN, OHIO**

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

**Introduction.** On November 5, 2013, a majority of the voters in Dresden, OH, in the County of Muskingum, approved a referendum that authorized the Village of Dresden (the “Village”) to pursue Automatic Governmental Aggregation. After the Village held two public hearings on the matter, the Village approved this Plan of Operation and Governance as prescribed by Section 4928.20 of the Ohio Revised Code. The Village 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 Village 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 Village, 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 Village intends to include in the Aggregation only those (a) residential and (b) non-mercantile customers under Rate Schedules RS and GS-1-4. 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 Village and that an area within the Village 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 Village 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	1-855-713-4485
Program Regulatory Questions	Integrus Energy Services	1-855-713-4485
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 Village 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 Village.** Aggregation participants that move from one location to another within the Village 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 Village 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 Village, the participant should contact the Provider to be re-enrolled.

**Moving outside of the Village.** Aggregation participants who move out of the Village 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 Village'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 Village 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.)

**VILLAGE OF DRESDEN**  
**EXHIBIT A-4**  
AUTOMATIC AGGREGATION DISCLOSURE NOTIFICATION

OPT OUT LETTER AND TERMS & CONDITIONS – 4 PAGES



August 8, 2014

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

Regarding Service at:  
Premise Address  
Premise Address

Dear Village of Dresden Resident,

In November 2013, Village of Dresden voters authorized by majority vote the creation of an Electric Aggregation Program to seek lower electricity rates for eligible customers. The Village of Dresden selected Integrys Energy Services, Inc. to supply electricity to the Village Electric Aggregation Program. As a resident of the Village of Dresden, you are eligible to participate in this program.

You will be automatically enrolled in the program unless you opt out by August 29, 2014.

### How you Benefit

The Village of Dresden has negotiated a competitive price of **\$0.0759/kWh**. Integrys' rate is fixed from your first meter read on or after the September 15, 2014 meter read through your August 2017 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 Integrys 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.

### 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.



### *Three things you should know*

- ✓ If you do nothing, you will be automatically enrolled in the Village of Dresden Program.
- ✓ AEP will continue sending monthly bills, responding to outages, and delivering your electricity.
- ✓ No one from the Village of Dresden 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 Village of Dresden program.

## How to Opt Out

If you do not wish to participate in the Village of Dresden Electric Aggregation Program, you must opt-out by August 29, 2014. To opt out, return the enclosed postcard. You may also opt-out by contacting Integrys toll-free at (855) 713-4485 or online at [www.integrysenergy.com/oh-dresden](http://www.integrysenergy.com/oh-dresden). If you do not opt-out you will be enrolled in the Village of Dresden Electric Aggregation Program. At the end of this current three year term in August 2017, you will again be provided with an opportunity to opt-out of the Village'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-dresden](http://www.integrysenergy.com/oh-dresden) or contact Integrys toll-free at (855) 713-4485. Representatives are available 24 hours a day, 7 days a week.

Sincerely,

Integrys Energy Services, Inc.

Enclosure: Terms and Conditions

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

The Village of Dresden, Ohio (“Municipality”), pursuant to the aggregation authority conferred upon it by electorate vote, which passed by a majority vote on November 5, 2013 and ordinance establishing the program, selected Integrys 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 September 15, 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) RETURNING THE POSTCARD POSTMARKED NO LATER THAN AUGUST 29, 2014, (2) BY CALLING (855) 713-4485 BY AUGUST 29, 2014 OR (3) BY OPTING-OUT ON SELLER’S WEBSITE BY AUGUST 29, 2014 AT [WWW.TEGRYSENERGY.COM/OH-DRESDEN](http://WWW.TEGRYSENERGY.COM/OH-DRESDEN).** If you choose to opt-out, you will be served by the standard service offer of AEP OH (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 September 15, 2014 and shall remain in effect through the August 2017 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 **\$0.0759 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) 713-4485. Seller's mailing address is 1716 Lawrence Drive, DePere, WI 54115, and its website is [www.integrysenergy.com/oh-dresden](http://www.integrysenergy.com/oh-dresden). 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 800-686-7826 (toll-free), or for TTY toll free at 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 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.

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

**Commission of Ohio Docketing Information System on**

**2/19/2016 8:53:51 AM**

**in**

**Case No(s). 14-0371-EL-GAG**

Summary: Application for re-certification as a governmental aggregator electronically filed by Ms. Julia D Hall on behalf of Village of Dresden