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June 30, 2016

**VIA ELECTRONIC FILING**

Public Utilities Commission of Ohio  
Docketing Division, 11<sup>th</sup> Floor  
180 E. Broad Street  
Columbus, Ohio 43215

Re: In the Matter of the Certification Application  
Ohio Electric Governmental Aggregators for  
Village of Cadiz  
Case # 16-1510 -EL-GAG

Dear Sir/Madam:

Please see the attached Certification Application Ohio Natural Gas Governmental Aggregators to be filed in the above matter.

Very truly yours,

VOLUNTEER ENERGY SERVICES, INC.

*/s/ John L. Einstein, IV*

John L. Einstein, IV, Esq.

PUCO USE ONLY		
Date Received	Case Number	Version
	16-1510-EL-GAG	December 2014

## **CERTIFICATION APPLICATION FOR ELECTRIC 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**

**Note:** If filing as a township or village, please include the name of the County where the township or village is located in the applicant name. For example, Miami Township, Hamilton County

Name Village of Cadiz

Address 128 Court Street, Cadiz, Ohio 43907

Telephone Number (740) 942-4448

Web site address (if any) www.villageofcadiz.com

County

#### **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 Ken Zitko  
Title Mayor  
Business address 128 Court Street, Cadiz, Oh 43907  
Telephone number (740 ) - 942 - 8844 Fax # (740 ) - 942 - 4488  
E-mail address belpremayer@wirefire.com CLERK-TREAS@VILLAGEOFCADIZ.COM

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

Name Fred R. Holmes  
Title Director of Municipal Aggregation  
Business address 790 Windmill Drive, Pickerington, Ohio 43147  
Telephone number (614 ) 328 - 2938 Fax # (614 ) - 328 - 2939  
E-mail address fholmes@volunteerenergy.com

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

Address 790 Windmill Drive, Pickerington, Ohio 43147

Toll-free telephone number (800 )- 977 - 8374  
Fax # (614 ) - 856 - 3301

Kenneth Zitko Mayor  
Signature of Applicant & Title



**Deborah K. Meadows**  
Notary Public, State of Ohio  
My Commission expires  
05.20.18

Sworn and subscribed before me this 7th day of June, 2011  
Month Year

Deborah Meadows  
Signature of official administering oath

Deborah Meadows, Notary  
Print Name and Title

My commission expires on 05.20.18

# **AFFIDAVIT**

State of Ohio :

Cadiz ss.  
(Town)

County of Harrison :

**Ken Zitko**

\_\_\_\_\_, Affiant, being duly sworn/affirmed according to law, deposes and says that:

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

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

1. The Applicant herein, attests under penalty of false statement that all statements made in the application for certification are true and complete and that it will amend its application while the application is pending if any substantial changes occur regarding the information provided in the application.
2. The Applicant herein, attests it will timely file an annual report with the Public Utilities Commission of Ohio of its intrastate gross receipts, gross earnings, and sales of kilowatt-hours of electricity pursuant to Division (A) of Section 4905.10, Division (A) of Section 4911.18, and Division (F) of Section 4928.06 of the Revised Code.
3. The Applicant herein, attests that it will timely pay any assessments made pursuant to Sections 4905.10, 4911.18, or Division F of Section 4928.06 of the Revised Code.
4. The Applicant herein, attests that it will comply with all Public Utilities Commission of Ohio rules or orders as adopted pursuant to Chapter 4928 of the Revised Code.
5. The Applicant herein, attests that it will cooperate fully with the Public Utilities Commission of Ohio, and its Staff on any utility matter including the investigation of any consumer complaint regarding any service offered or provided by the Applicant.
6. The Applicant herein, attests that it will fully comply with Section 4928.09 of the Revised Code regarding consent to the jurisdiction of Ohio Courts and the service of process.
7. The Applicant herein, attests that it will comply with all state and/or federal rules and regulations concerning consumer protection, the environment, and advertising/promotions.
8. The Applicant herein, attests that it will use its best efforts to verify that any entity with whom it has a contractual relationship to purchase power is in compliance with all applicable licensing requirements of the Federal Energy Regulatory Commission and the Public Utilities Commission of Ohio.
9. The Applicant herein, attests that it will cooperate fully with the Public Utilities Commission of Ohio, the electric distribution companies, the regional transmission entities, and other electric suppliers in the event of an emergency condition that may jeopardize the safety and reliability of the electric service in accordance with the emergency plans and other procedures as may be determined appropriate by the Commission.
10. If applicable to the service(s) the Applicant will provide, the Applicant herein, attests that it will adhere to the reliability standards of (1) the North American Electric Reliability Council (NERC), (2) the appropriate regional reliability council(s), and (3) the Public Utilities Commission of Ohio. (Only applicable if pertains to the services the Applicant is offering)

11. The Applicant herein, attests that it will inform the Commission of any material change to the information supplied in the application within 30 days of such material change, including any change in contact person for regulatory purposes or contact person for Staff use in investigating customer complaints.
12. The Applicant herein, attests that it will docket with the Commission's Docketing Division the final opt-out and any supplemental opt-outs (including beginning and ending dates of the 21-day opt-out period and the selected CRES supplier) at a minimum 10 days prior to sending the opt-outs to customers.

That the facts above set forth are true and correct to the best of his/her knowledge, information, and belief and that he/she expects said Applicant to be able to prove the same at any hearing hereof.

Kenneth Zitho Mayor  
Signature of Affiant & Title



**Deborah K. Meadows**  
**Notary Public, State of Ohio**  
**My Commission expires**  
05.20.18

Sworn and subscribed before me this 7th day of June, 2016  
Month Year

Deborah Meadows  
Signature of official administering oath

Deborah Meadows, Notary  
Print Name and Title

My commission expires on 05.20.18

## Exhibit A-2, Authorizing Ordinance

**VILLAGE OF CADIZ, HARRISON COUNTY, OHIO**

**RECORD OF ORDINANCE**

**Ordinance Number 2016-08**

**AN ORDINANCE TO APPROVE THE PLAN OF OPERATION AND GOVERNANCE  
FOR THE VILLAGE OF CADIZ ELECTRIC AGGREGATION PROGRAM**

WHEREAS, pursuant to Chapter 4928 of the Ohio Revised Code, to facilitate competitive retail electric service to promote electric savings, lower cost of electric supplies, and other benefits, certain governmental entities may aggregate certain electric consumers within the jurisdiction;

WHEREAS, on November 3, 2015, the electors of the Village of Cadiz approved of the Village's plan to create an aggregation program for customers located within the boundaries of the Village;

WHEREAS, Revised Code 4928.20 ( C ) requires a governmental entity interested in the automatic registration of customers under governmental aggregation, subject to customer rights to "opt-out" of such an aggregation, to adopt a plan of operation and governance for its aggregation program.

NOW THEREFORE BE IT ORDAINED by the Council of the Village of Cadiz, County of Harrison, State of Ohio in session duly assembled:

SECTION 1: That this Commission hereby adopts the Village of Cadiz Plan of Operation and Governance, attached hereto and incorporated herein by reference as Exhibit "A" for the implementation and administration of the Village's municipal electric aggregation program in accordance with Revised Code 4928.20 ( C ).

SECTION 2: This ordinance shall take affect at the earliest time allowed by law following its passage by council.

1<sup>st</sup> Reading:

March 3, 2016

2<sup>nd</sup> Reading:

March 17, 2016

3<sup>rd</sup> Reading:

April 7, 2016

1<sup>st</sup> Publication:

3-12-16

2<sup>nd</sup> Publication:

3-19-16

Passed:

4-7-16

ATTEST:

Amy Ossman  
Amy Ossman, Clerk/Treasurer

APPROVED:

Kenneth Zitko  
Kenneth Zitko, Mayor

**COSTA D. MASTROS**  
ATTORNEY AT LAW

P.O. Box 608  
Steubenville, OH 43952  
Ph: (740) 283-3330  
Fax: (740) 283-2666  
costamastros@hotmail.com

## Exhibit A-3, Operation and Governance Plan



**Village of Cadiz  
Electric Power Aggregation  
Operation and Governance Plan**

Initially, each eligible consumer within the [Village's](#) corporation limits will be automatically included in the Aggregation Program. However, prior to actual enrollment, each consumer for whom electric rates, terms and conditions have been negotiated will receive a notice detailing the rates, terms and conditions that will apply to that consumer.

A similar opt-out period will be offered every two years during which time consumers can leave the Aggregation Program without paying a switching fee.

Participants who leave the Aggregation Program and wish to return, as well as consumers who move into the [Village](#) after the initial opt-out period will be afforded the opportunity to enroll in the Aggregation Program. However, the [Village](#) cannot guarantee rates, terms and conditions to consumers enrolling in the Aggregation Program after the initial 21-day opt-out period.

Participants who relocate within the [Village](#) limits may be allowed to continue in the Aggregation Program at their new location under the same terms and conditions as at their former location, provided the AEP rate classification is the same at both locations, and subject to any switching fees imposed by AEP.

The [Village](#) will contract with [Volunteer Energy Services, Inc.](#) to implement and operate the Aggregation Program. Contracts for power supply and other related services will be negotiated, recommended, and monitored for compliance by the [Village](#) on behalf of local consumers.

The Aggregation Program covers the

power supply or generation portion only of a participant's electric bill. AEP will continue to deliver electricity to Aggregation Program participants' homes and businesses through its electric transmission and distribution system as a monopoly function regulated by the Public Utilities Commission of Ohio (PUCO). AEP will also continue to install, operate and maintain its system of poles, wires, transformers and other electric distribution components. Aggregation Program participants will continue to call AEP if their power goes out or if they have billing questions. The PUCO will continue to oversee AEP's electric safety and reliability services standards.

The [Village](#) developed this Plan of Operation and Governance in compliance with Ohio law regarding municipal opt-out aggregation of electric consumers, including at least two public hearings prior to its adoption.

### **Plan of Operation and Governance**

The [Village of Cadiz](#) shall approve by ordinance the Aggregation Program's Plan of Operation and Governance in accordance with Ohio Revised Code Section 4928.20. Amendments to the Plan and Governance may be subject to [Village of Cadiz's](#) approval and filing with the PUCO.

After adoption of the Plan of Operation and Governance, the [Village](#) will file with the PUCO for governmental aggregator certification and also register as a governmental aggregator with AEP.

### **Aggregation Program Management and Supplier**

Volunteer Energy Services, Inc and the Mayor will work under the direction of the Village Council with the advice and counsel of the Village Solicitor.

Due to the complexity of the electric utility industry and the uncertainties of its associated restructuring activities, the Mayor will contract with Volunteer Energy Services, Inc. ("VESI) to provide the necessary expertise to represent the Village's interest in legislative and regulatory matters and/or to service as the Aggregation Program Manager. Such services may include, but are not limited to facilitating consumer enrollment and opt-out, assisting with consumers education, addressing consumer questions and concerns, providing reports on program operation, enrollment and savings. Volunteer Energy Services, Inc. will represent the Village in dealings with AEP, the Ohio Legislature, the PUCO and the OCC.

### **Selection of a CRES Provider**

The Village will develop a contract with a Volunteer Energy Services, Inc. for firm, all requirements service. The Village will contract with Volunteer Energy Services, Inc. and Volunteer Energy Services, Inc. certifies that it meets minimum criteria:

1. Volunteer Energy Services, Inc. is certified as a CRES by the PUCO
2. Volunteer Energy Services, Inc. is registered with AEP
3. Have a service agreement under AEP's or its successor organization's Open Access Transmission Tariff
4. Successfully completed Electronic Date Interchange (EDI) computer system testing with AEP, and Volunteer Energy Services, Inc.'s

EDI computer system is capable of effectively processing Aggregation Program EDI transactions in a timely manner.

5. Meet standards or creditworthiness established by the Village, AEP and the PUCO.
6. Have a toll-free customer call center and Internet web site capable of effectively handling participants' questions, concerns and disputes in a timely manner.
7. Hold the Village harmless from any financial obligations arising from offering electricity and/or energy-related services to Aggregation Program participants.

VESI's contract will run for a fixed term (i.e., two years) and contain all pricing, charges, switching fees, etc. in clear and easily understood terms.

The Cadiz Village Council will approve and authorize, by ordinance, the contracts entered into by the Village with VESI.

### **1. Introduction**

The local residents authorized the Village of Cadiz ("the Village") to create a municipal opt-out electric aggregation program ("the Aggregation Program") as provided under Section 4928.20 of the Ohio Revised Code. Under the opt-out electric aggregation program, all eligible electric consumers within the Village's corporation limits will be automatically included in the Aggregation Program initially. However, all consumers will also be given the opportunity to opt out of or decline participation in the Aggregation Program as detailed herein.

The Village's purpose in creating the

Aggregation Program is to represent local consumers interests in emerging competitive electricity markets by aggregating electric loads within the Village's corporation limits (including public and privately-owned facilities) and negotiating affordable, reliable electric supplies and other related services on behalf of local consumers. The Village may pursue this purpose individually or in cooperation with other entities.

Large industrial and commercial consumers with sophisticated electric operation use their size and expertise to obtain lower electric power rates. Individual residential and small commercial consumers are typically unable to obtain significant price reduction since they lack the bargaining power, expertise and the economies of scale enjoyed by large consumers. Aggregation, the combining of multiple electric loads, provides the benefits of retail electric competition for consumers with lower electric demands.

Government aggregation, the combining of multiple electric loads by a municipality, provides the means through which Cadiz residential consumers may obtain the economic benefits of Ohio's competitive retail electric market. The Cadiz Aggregation Program combines the electric loads of residential customers to form a buying group ("Aggregation Group"). The Village of Cadiz will act as Purchasing Agent for the Aggregation Group. This means that Cadiz will be a Government Aggregator, as defined by Ohio law and the rules established by the PUCO, and shall act on behalf of American Electric Power (AEP) customers in the Village to obtain the best electric generation rate

for consumers who participate in the Aggregation Group.

## 1. Process

On November 3, 2015, Cadiz voters approved the development of a form of governmental electric aggregation known as "opt-out" aggregation. Under the opt-out program, all American Electric Power residential and business customers in the Village are automatically included as participants in the program unless they opt-out of the program by providing written notice of their attention not to participate. As required by state law, the Village Council passed an Ordinance, which authorized submitting the selection of opt-out aggregation to the Village voters.

In addition to obtaining necessary Village Council approvals, the Village is also required to comply with various PUCO regulations. The Village will file an application with the PUCO for certification as a Government Aggregator as soon as the Village Council approves the plan, on or about February 18, 2016. As required by the regulations, the Village developed this Aggregation Plan of Operation and Governance ("Plan").

Through a negotiation process, the Village will develop a contract with a VESI for firm full-requirements electric service. The contract will run for a fixed term (i.e., two years). Once the contract has been finalized, it will be submitted to the Cadiz Village Council for approval.

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, setting forth the

rates, terms and conditions of the program, and giving 21 days to opt-out of the Program. A similar opt-out period will be offered every two years during which time consumers can leave the Aggregation Program without paying a switching fee.

The Aggregation Program covers the power supply or generation portion only of a participant's electric bill. [American Electric Power \(AEP\)](#) will still deliver the electricity purchased from the [Village's](#) CRES provider, to customers. Customers will receive only one bill from [American Electric Power](#), and all metering, repairs and emergency service will continue to be provided by [American Electric Power](#).

The City developed this Plan of Operation and Governance in compliance with Ohio law regarding municipal opt-out aggregation of electric consumers, including at least two public hearings prior to its adoption.

**1. In order to clarify terminology, the following terms shall have the meaning set forth below:**

**“Aggregation Program”**

Means the program developed by the [Village of Cadiz](#), as a Governmental Aggregator under Section 4928 Ohio Revised Code, to provide [American Electric Power](#) customers in the [Village](#) with retail electric generation services.

**“Community Reinvestment Program”** Is a program where VESI contributes funds to a participating community for a specific purpose. The purpose of these funds are designated and outlined in the contract between VESI and the community.

**“Government Aggregator”**

Means the [Village](#) and its legislative authority acting as an aggregator for the provision of a competitive retail electric service under the authority conferred under Section 4928 of the Ohio Revised Code.

**“Member”**

Means a person enrolled in the [Cadiz](#) government aggregation group for competitive retail electric services.

**“Retail Electric Generation Provider”**

(“Provider”) Means an entity certified by the Public Utilities Commission of Ohio (“PUCO”) to provide competitive retail electric service(s), and which is chosen by the [Village](#) to be the entity responsible to provide the required service related to “Government Aggregation” as defined in Section 4928 of the Ohio Revised Code and applicable provisions of the rules of the PUCO.

**“Competitive Retail Electric Service”**

(“CRES”) Means a component of electric retail service that is deemed competitive pursuant to the Ohio Revised Code or pursuant to an order of the PUCO.

**1. Community Reinvestment Program**

A.1 VESI recognizes the difficult job facing elected and appointed officials in running and maintaining our local communities, therefore as part of VESI's Community Reinvestment Program, VESI will contribute **1/8th** of a mil per kwh per year for the electric supplied through the aggregation program to the [Village of Cadiz](#).

A.2 These funds are to be deposited into a special account established by the [Village of Cadiz](#). It is agreed by the [Village of Cadiz](#) and VESI that these funds will be used as the Village's matching grant funds for programs such as CDBG (Community Development Block Grants), Issue II, Transportation Enhancement, etc., etc. or for any project which the [Village of Cadiz](#) approves by resolution or by ordinance.

A.3 In order to maintain and upgrade local services, grants have to be utilized. Most grants require some type of local match.

A.4 It shall be the local government's decision on which grant programs these funds should be used for. It is the intent of VESI to allow as much flexibility as possible in the decision making process.

A.5 These funds can be combined from year to year.

A.6 These funds will be paid to the [Village of Cadiz](#) as long as they remain in the choice program with VESI. These funds will be paid to the [Village](#) on an annual basis.

A.7 Review of this program will be done by VESI on as needed basis and cancellation of this program can occur if in the opinion of VESI the funds are not being utilized as agreed to by both VESI and the [Village of Cadiz](#).

## 1. Operation Plan

A. Aggregation Services

2. Provider: [Cadiz](#) will use a [VESI](#) to perform and manage aggregation

services for its members. 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 [Cadiz](#) phone number or a toll free number for members to call.

1. Database: The retail electric generation provider will build and maintain a database of all members. The database will include the name, address, [American Electric Power](#) account number, and retail electric generation provider's account number of the member, and other pertinent information such as rate code, rider code (if applicable), most recent 12 months of usage and demand, and meter read cycle. This database will be updated at least quarterly. Accordingly, the retail electric generation provider will develop a process to be implemented that will be able to accommodate at a minimum members who (1) leave the program due to relocation, opting out, etc. (2) decide to enter the program; (3) relocate within the [Village](#), and (4) move into the [Village](#) and desire to enter the program. This database shall also be capable of eliminating PIPP customers from the program, should that be necessary, and those who have



opted out. The retail electric generation provider will use this database to perform bill audits for clerical and mathematical accuracy of members' bills.

1. Member Education: The retail electric generation provider will develop, with the assistance of the [Cadiz](#), an educational program that generally explains the aggregation program to members, provides updates and disclosures mandated by Ohio law and PUCO rules, and implements a process to opt-out of the program at least every three years, without paying a switching fee to the [Cadiz](#) or the provider. See Appendix A for a detailed description of the education process.
1. Billing: [Cadiz](#) will use the retail electric generation provider, or its designated agent, to provide billing services to each member for the competitive retail electric services, with no additional administrative fee. At this time, [American Electric Power](#) will render the billing statement, which should be consistent with all applicable guidelines issued by the PUCO. As this market develops, [Cadiz](#) may, at its option and in consultation with the Provider, change this function to the retail electric generation provider or a billing agency.
1. Compliance Process: The retail electric generation provider will develop internal controls and processes to ensure that the

[Village](#) remains in good standing as a government aggregator that complies with all laws, rules and regulations surrounding the same, as they may be amended from time to time. It will be the retail electric generation provider's responsibility to deliver periodic reports that will include at a minimum (a) the number of members participating in the program; and (b) a savings estimate or increase from the previous year's baseline. The retail electric generation provider will also develop a process to monitor and provide notification of any changes in laws, rules or regulations.

1. Notification to [American Electric Power](#): The [Village's](#) AEP consumers that do not opt-out of the [Village's](#) aggregation group will be enrolled automatically in the aggregation program. Participants in the [Village's](#) aggregation group will not be asked to take other affirmative steps in order to be included in the group. To the extent that [American Electric Power](#) (AEP) requires notification to [American Electric Power](#). The provider will inform [American Electric Power](#) of any individuals who may have been permitted to join the aggregation group after the expiration of the enrollment period.

#### A. Power Supply Agreement

The power supply agreement will provide for the provider to service the [City's](#) government aggregation group.

Under the agreement, the terms for power supply to members will be for **two years** from the beginning of service.

#### C. **Cadiz** Certified Retail Electric Service (CRES).

CRES shall satisfy each of the following requirements:

- Has sufficient sources of power to provide retail firm power to the residents of **Cadiz**
- Is a licensed Federal Power Marketer with the Federal Energy Regulatory Commission
- Is certified as a CRES by the PUCO.
- Is registered as a generation supplier with **American Electric Power**.
- Has a service agreement for network integration transmission service under (CERS) Open Access Transmission Tariff.
- Has a service agreement under (CERS) Market-based rate tariff.
- Has the corporate structure to sell retail firm power to the **American Electric Power** customers in the **Village**.
- Its electric data interchange computer network is fully functional and capable of handling the **American Electric Power** retail electric customers in **Cadiz**.
- Has the marketing ability to reach all **American Electric Power (AEP)** retail electric customers to educate them on the **Village's** aggregation program.
- Has a call center capable of handling the **Village's** aggregation group customer calls.
- Has a toll-free number as required by the PUCO for customer service

and complaints related to the **Village's** aggregation program.

- Will hold the **Village** financially harmless from any financial obligations arising from supplying power to the **American Electric Power** retail electric customers in the **Village**.
- Satisfies the State of Ohio's and the **Village's** credit requirements.
- Will execute the power supply agreement.
- Will assist the **Village** in filing the annual reports required by the PUCO and Section 4805.10(A), Section 4911.18(A) and Section 4928.06(F) of the Ohio Revised Code.
- Will assist the **Village** in developing a Consumer Education Plan.

#### A. Activation of Service

After a notice is sent out to all electric customers in the **Village** providing 21 days to opt-out of the program, all customers who do not opt-out will be automatically enrolled in the program. Generation service activation will occur thereafter without consumer action beginning on the customer's normal meter read date within the month when power deliveries begin under the aggregation program.

#### A. Changes, Extension or Renewal of Service

The current agreement for power supply service with the approved CRES will provide service for **two years** beginning upon activation of service. If the agreement is extended or renewed, members will be notified as required by law and the rules of the PUCO as to any changes in rates or service conditions. At



least every two years all American Electric Power (AEP) customers in the Village will be given an opportunity to opt into or out of the program, and reasonable notice will be provided as required by law and PUCO rules. Participants will also be notified of their right to select an alternate generation supplier and of their ability to return to American Electric Power's (AEP) standard service offer.

#### A. Termination of Service

In the event that the power supply agreement is terminated prior to the end of the term, each individual member of the aggregation group will receive written notification of the termination of the program at least sixty (60) days prior to termination of service. If the agreement is not extended or renewed, members will be notified as required by law and the CRES rules of the PUCO in advance of the end of service. Member will also be notified of their rights to select an alternate generation supplier and of their ability to return to American Electric Power's (AEP) standard service offer upon termination.

#### A. Opt-In Procedures

American Electric Power (AEP) customers will be automatically enrolled in the program after a 21-day opt-out period, unless they return the form to be provided, notifying the provider that they do not want to participate. American Electric Power (AEP) consumers in the Village may request to join the aggregation group after the expiration of the enrollment period by contacting the provider, who shall determine whether to accept them into the program, and at what rate, subject to

written policies mutually agreed upon by the Village and the provider. The agreed upon policy shall be consistent with American Electric Power's (AEP) service activation requirements. Aggregation group participants who move from one location to another within the corporate limits of the Village shall retain their participant status.

#### A. Opt-Out Procedures

American Electric Power (AEP) consumers may opt-out of the Village's aggregation group at any time during the opt-out period without additional fees charged by the provider or the Village. Switching to a different generation supplier on the next meter read date, however, will occur when the next meter read is twelve (12) business days or more from the date of the consumer's notice of intent to opt-out of the aggregation group. Notification of intent to opt-out of the aggregation group may be made by contacting the provider by telephone or in writing. Consumers who opt-out of the aggregation group will default to American Electric Power (AEP) standard service offer, until the consumer selects an alternate generation supplier.

#### A. Universal Service and Low Income Customer Assistance

The Ohio Department of Development (ODOD), under the electric restructuring law, will provide one-stop shopping for low-income assistance programs. There are five low-income assistance programs: 1) Percentage of Income Payment Plan (PIPP); 2) The Home Energy Assistance Program; 3) The Home Weatherization Assistance Program; 4) The Ohio Energy Credit

Program; 5) The Targeted Energy Efficiency and Weatherization Program. Ohio law allows the Director of the Ohio Department of Development to aggregate consumers that participate in PIPP and to competitively auction the generation supply for PIPP customers. Accordingly, PIPP customers may be included in the State's PIPP customer aggregation.

#### A. Miscellaneous Governance Guidelines

1. **Village Council** shall approve through Resolution or Ordinance the Plan of Operation and Governance for the aggregation program and any amendments thereto.
2. The **Village** shall contract with only retail electric generation providers certified by the Public Utilities Commission of Ohio for the provision of competitive retail electric service to the aggregation program members.
3. The **Village** will require any provider to disclose any subcontractors that it uses in fulfillment of the service described above.
4. The **Village** requires the provider to maintain either a toll free telephone number, or a telephone number that is local to **Village** residents who are members.

#### A. Liability

The **Village** shall not be liable to participants in the aggregation group for any claims, however styled, arising out of the aggregation program or the provision of aggregation services by the **Village** or the provider. Participants in the aggregation group shall assert any

such claims solely against the provider pursuant to the power supply agreement, under which such participants are express third-party beneficiaries.

A. Information and complaint numbers  
Copies of this plan are available from the **Village of Cadiz** free of charge. Call ~~???~~ ~~???~~ ~~###~~ for a copy or for more information. **740-942-4448**

Any electric customer, including any participant in the **Village's** aggregation program, may contact the Public Utilities Commission of Ohio (PUCO) for information, or to make a complaint against the program, the provider or **American Electric Power (AEP)**. The PUCO may be reached toll free at 1-800-686-7826.

## Appendix A – Education Process

The provider will develop the educational program in conjunction with the [Village](#). Its purpose will be to explain the aggregation program to its members, provide updates and disclosures as mandated by State law and the rules of the PUCO, and provide the opportunity for the members to opt-out of the program. The following are the program components:

1. Each residence within the limits of the [Village](#) will receive via U.S. Mail notification of: what government aggregation means, their membership in the government aggregation program, the procedure which must be followed in order to opt-out of the program, the price that they can expect to receive as a member of the program, and the deadline for returning the opt-out form. See the attached letter.
2. The provider will work with the [Village](#) to provide opportunities for educating residents in the [Village](#) about the program and consumer rights under the law, PUCO rules and this program. In addition, the provider and [Village](#) will work to provide education about and other opportunities for energy efficiency measures to help consumers reduce energy consumption.
3. The provider will provide updates and disclosures as mandated by State law and rules of the PUCO.
4. The opt-out opportunity will be provided to the members of the program at least every [two](#) years. Should conditions, suppliers,

price, or any other component of the program change within the [two-year](#) period, participants will be given a notice of their opportunity to opt-out of, or into the program.

## Exhibit A-4, Automatic Aggregation Disclosure Notification

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**The Village of Cadiz Electric  
Government Aggregation Program  
With Volunteer Energy Services, Inc.**

**May 15, 2016**

Village of Cadiz Resident,

The Village of Cadiz is providing you the opportunity to join other residents to save money on the electricity you use. Savings are possible through a program called governmental aggregation, where community officials bring together citizens to gain group-buying power for the purchase of electricity from a certified retail electric supplier certified by the Public Utilities Commission of Ohio. Voters in Cadiz approved this program in the November 3, 2015 election.

The Village has chosen Volunteer Energy Services, Inc., to provide you with savings on your electric generation through June 2018. There is no cost for enrollment, and you will not be charged a switching fee. You do not need to do anything to participate.

As a member of this aggregation, your price will be \_\_\_\_ cents per kwh hour for residential and \_\_\_\_ cents per kwh for commercial accounts.

You will see your electric savings from \_\_\_\_\_ after your enrollment has been completed and your switch has been finalized in approximately 30 to 45 days, depending upon your meter read date. Of course, you are not obligated to participate in the Cadiz electric governmental aggregation program. If you wish to be excluded from the program and remain a full-service customer of your local electric utility, AEP, you have until June ??, 2016 to return the attached "opt-out" form. If you do not opt-out at this time, you will receive a notice at least every two years asking if you wish to remain in the program. If you leave the program at any time, you could be subject to a cancellation fee from \_\_\_\_\_. In addition, you might not be served under the same rates, terms and conditions that apply to other customers served by AEP.

After you become a participant in this governmental aggregation program, AEP will send you a letter confirming your selection of Volunteer Energy Services, Inc. as your electric generation provider. As required by law, this letter will inform you of your option to cancel your contract with Volunteer Energy Services, Inc. within seven (7) days of its postmark. To remain in the Cadiz electric governmental aggregation program, you do not have to take any action when this letter arrives.

AEP will continue to maintain the system that delivers power to your home; no new poles or wires will be built by Volunteer Energy Services, Inc. You will continue to receive a single, easy-to-read bill from your local electric utility with your generation charges included. The only thing you will notice will be savings.

If you have any questions, please call Volunteer Energy Services, Inc. toll free at ????, Monday through Friday, 8:00 a.m. to 5:00 p.m. Please do not call the Village of Cadiz with aggregation program questions.

Regards,

Village of Cadiz

By returning this signed form, you will be EXCLUDED from the Cadiz Electric Governmental Aggregation Program.

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Option 1: Do Nothing to Participate	or	Option 2: Opt-Out by returning this form.
<b>If you want to participate in this program, you do need to return this form. Your enrollment is automatic.</b>		<b>If you do not want to participate in this program, you must return this form before the due date.</b>

By returning this signed form, you will be EXCLUDED from the Cadiz Electric Governmental Aggregation Program.

I wish to opt out of the Cadiz Electric Governmental Aggregation Program. (Check Box to opt-out.)

☐

Service Address: (City, State, & Zip Code) \_\_\_\_\_

Phone Number: \_\_\_\_\_

Account Holder's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Mail by June \_\_\_\_\_ 2016 to: Cadiz Electric Aggregation Program

## Exhibit A-5, Experience

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## **Exhibit B-5**

It is our pleasure to provide information on Volunteer Energy Services, Inc. (VESI), which will be assisting the Village of Cadiz in its Governmental Aggregator Program, to the Public Utilities Commission of Ohio (PUCO). VESI, an Ohio corporation was incorporated on March 2, 2001. VESI is a full-service broker for electric consumers in Ohio, 2012 in PUCO Case No. 12-0473-EL-AGG. As a certified electric broker, VESI currently provides service to Choice and mercantile customers throughout the AEP territory. With the background and expertise of VESI'S president, Richard Curnutte Sr., VESI plans to offer savings to its electric customers by acting as a broker for electric service. As a broker, VESI may aggregate its customers to maximize potential savings in gas costs. Mr. Curnutte's background working with the Williams Management and Wendy's provide him with the requisite skills and experience to lead VESI in this expanded customer offering. VESI also provides energy services to its customers through an internet telemetry system that allows VESI to provide metering, sub metering and rebilling services to its customers. Through its patented process known as Visual Energy Window, (VEW), VESI can provide its customers with in-depth power quality analysis.

VESI's electric services program provides a comprehensive package that contains competitive rates, administrative support and responsibility, and creative supply flexibility. VESI provides electric programs to commercial and industrial customers, energy cooperatives, buyer's clubs, municipal aggregations, and trade associations throughout the Ohio market area.

VESI's President, Richard A. Curnutte Sr. participated in the re-formation of Volunteer Energy Services, Inc. in March of 2001 and began serving wholesale customers in May of 2001. Prior experience included Volunteer Energy Corporation as Vice President, Sales/Marketing in 1995 and the formation of Volunteer Energy Services, Inc. with Williams Companies and was named President in 1996. Further, Principal and Vice President of Sales and Marketing for Broad Street Oil and Gas and management positions with Unicorp Energy and Yankee Gas Resources/Access Energy.



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Summary: Application Certification Application for Electric Governmental Aggregators  
electronically filed by Mr. John L Einstein IV, Esq. on behalf of Village of Cadiz