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Columbus, OH 43215

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THE WELDELE & PIACENTINO  
LAW GROUP CO., LPA

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gpacentino@wp-lawgroup.com

22

July 25, 2016

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

RE: Village of Bellville  
Case No.: 16-1632 - EL-GAG

2016 JUL 25 PM 3:27

PUCO

Dear Sir/Madam:

Enclosed please one (1) original and three (3) copies, as required by the PUCO, of the Certification Application for the Village of Bellville as a Governmental Aggregator to provide Electric Governmental Aggregation Service to the Village of Ottawa.

You are requested to direct all future correspondence in this matter to Gina M. Piacentino, The Weldele & Piacentino Law Group, at the address indicated above or gpacentino@wp-lawgroup.com

Thank you in advance for your assistance in this regard. Please feel free to call me if you have any questions.

Respectfully submitted,

Gina M. Piacentino

cc: Mayor Darrell E. Banks

This is to certify that the images appearing are an  
accurate and complete reproduction of a case file  
document delivered in the regular course of business.  
Technician SM Date Processed JUL 26 2016



PUCO USE ONLY		
Date Received	Case Number	Version
	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 Bellville

Address 142 Park Place, Bellville, OH 44813

Telephone Number (419) 886-2245

Web site address (if any) http://www.bellvilleohio.net/

County Richland

#### 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

# **AFFIDAVIT**

State of Ohio :

Bellville ss.  
(Town)

County of Richland :

Darrell E. Banks, Affiant, being duly sworn/affirmed according to law, deposes and says that:

He/She is the Mayor (Office of Affiant) of Bellville (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)

# Village Of Bellville Exhibit A-1

## Authorizing Ordinance

Authorizing Ordinance Pages 1-2  
Official Election Results Page 3

# RECORD OF ORDINANCES

BARRETT BROTHERS, PUBLISHERS

Form 6220S

Ordinance No. 3-2015

Passed January 6, 2015

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

WHEREAS, the Ohio Legislature has enacted electric deregulation legislation ("Am. Sub. S.B. 3") which authorizes the legislative authorities of municipal corporations, townships, and counties to aggregate the retail electrical loads located in the respective jurisdictions and to enter into service agreements to facilitate for those loads the purpose and sale of electricity; and

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

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

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 consumers in the Village of Bellville and in conjunction jointly with any other municipal corporation, township, county, or other political subdivision of the State of Ohio, as permitted by law.

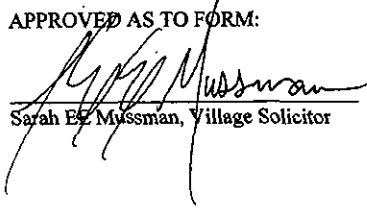
NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF BELLVILLE, STATE OF OHIO:

SECTION 1: This Council finds and determines that it is in the best interest of the Village of Bellville, Ohio, its residents, businesses, and other electric consumers located within the corporate limits of the Village to establish the Aggregation Program in the Village. Provided that this Ordinance and the Aggregation Program is approved by the electors of the Village of Bellville, Ohio pursuant to Section 2 of this Ordinance, the Village of Bellville is hereby authorized to aggregate in accordance with Section 4928.20 of the Ohio Revised Code, the retail electrical loads located within the Village of Bellville, Ohio, and, for that purpose, to enter into service agreements to facilitate for those loads the sale and purchase of electricity. The Village may exercise such authority jointly with any other municipal corporation, township, county, or other political subdivision of the State of Ohio to the full extent permitted by law. The aggregation will occur automatically for each person owning, occupying, controlling, or using electricity purposed to be aggregated and will provide for the opt-out rights described in Section 3 of this Ordinance.

SECTION 2: The Board of Elections of Richland County is hereby directed to submit the following question to the electors of the Village of Bellville, Ohio at the primary election on May 5, 2015.

The form of the ballot to be used in the May 5, 2015 election shall be substantially as follows:

APPROVED AS TO FORM:

  
Sarah E. Myssman, Village Solicitor

# Election Summary Report

## GENERAL ELECTION

NOVEMBER 3, 2015

## RICHLAND COUNTY

Summary For Jurisdiction Wide, All Counters, All Races

## OFFICIAL CANVASS

Date:11/18/15

Time:11:20:44

Page:14 of 15

Registered Voters 79832 - Cards Cast 36577 45.82%

Num. Report Precinct 85 - Num. Reporting 85 100.00%

Richland County-Mental Health-Tax			
Levy-Renw'l- 1M 10Yrs	Total		
Number of Precincts	85		
Precincts Reporting	85	100.0 %	
Vote For	1		
Times Counted	34253/79832	42.9 %	
Total Votes	33135		
For The Tax Levy	20620	62.23%	
Against Tax Levy	12515	37.77%	

Village of Bellville - Electric			
Aggregation	Total		
Number of Precincts	1		
Precincts Reporting	1	100.0 %	
Vote For	1		
Times Counted	709/1396	50.8 %	
Total Votes	644		
YES	390	60.56%	
NO	254	39.44%	

Richland County Public Health-Tax			
Levy Renw'l 0.9M 10Yrs-Sufficient	Total		
Number of Precincts	77		
Precincts Reporting	77	100.0 %	
Vote For	1		
Times Counted	31686/73970	42.8 %	
Total Votes	30519		
For The Tax Levy	19100	62.58%	
Against Tax Levy	11419	37.42%	

Village of Bellville - Gas Aggregation			
	Total		
Number of Precincts	1		
Precincts Reporting	1	100.0 %	
Vote For	1		
Times Counted	709/1396	50.8 %	
Total Votes	640		
YES	392	61.25%	
NO	248	38.75%	

City of Shelby-Charter			
Amendment-Section 52-Civil Service	Total		
Number of Precincts	8		
Precincts Reporting	8	100.0 %	
Vote For	1		
Times Counted	2567/5862	43.8 %	
Total Votes	2366		
YES	1547	65.38%	
NO	819	34.62%	

Village of Lexington - Electric			
Aggregation	Total		
Number of Precincts	3		
Precincts Reporting	3	100.0 %	
Vote For	1		
Times Counted	1585/3325	47.7 %	
Total Votes	1421		
YES	864	60.80%	
NO	557	39.20%	

City of Shelby - Gas Aggregation			
	Total		
Number of Precincts	8		
Precincts Reporting	8	100.0 %	
Vote For	1		
Times Counted	2567/5862	43.8 %	
Total Votes	2361		
YES	1411	59.76%	
NO	950	40.24%	

Village of Lexington - Gas Aggregation			
	Total		
Number of Precincts	3		
Precincts Reporting	3	100.0 %	
Vote For	1		
Times Counted	1585/3325	47.7 %	
Total Votes	1431		
YES	868	60.66%	
NO	563	39.34%	

Village of Bellville - Tax			
Levy-Replacement 4M 5Yrs- Streets	Total		
Number of Precincts	1		
Precincts Reporting	1	100.0 %	
Vote For	1		
Times Counted	709/1396	50.8 %	
Total Votes	685		
For The Tax Levy	456	66.57%	
Against The Levy	229	33.43%	

Village of Plymouth-Tax			
Levy-Add'l-.5M-5Yrs-Cemetery Maint	Total		
Number of Precincts	1		
Precincts Reporting	1	100.0 %	
Vote For	1		
Times Counted	148/497	29.8 %	
Total Votes	145		
For The Tax Levy	63	43.45%	
Against Tax Levy	82	56.55%	

# Village Of Bellville Exhibit A-2

## Operation And Governance Plan

Resolution to Adopt Plan of Operation and Governance – Page 1

Affidavit of Publication – Page 2

Plan of Operation and Governance - Pages 3 - 7

# RECORD OF ORDINANCES

BARRETT BROTHERS, PUBLISHERS

Form 6220S

Ordinance No. 10-2016

Passed April 5

2016

## A RESOLUTION TO ADOPT A PLAN OF OPERATION AND GOVERNANCE FOR ELECTRIC GOVERNMENTAL AGGREGATION AND DECLARING AN EMERGENCY

WHEREAS, the Village Council Of Bellville desires to adopt a Plan of Operation and Governance for purposes of Electric Governmental Aggregation; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF BELLVILLE, STATE OF OHIO:

SECTION 1. THAT the Village Council Of Bellville adopts and approves the Plan of Operations and Governance as regards Electric Governmental Aggregation as attached hereto (see Exhibit A).

SECTION 2. THAT all prior Resolutions and Ordinances and parts of Resolutions and Ordinances which conflict with the provisions of this resolution are hereby repealed to the extent that they are in conflict herewith.

SECTION 3. ~~THIS Ordinance shall take effect at the earliest time allowable by law.~~ THAT IT IS HEREBY DETERMINED THAT THIS ORDINANCE IS AN EMERGENCY MEASURE NECESSARY FOR THE PRESERVATION OF THE PUBLIC PEACE, HEALTH, SAFETY, & WELFARE OF THE RESIDENTS OF THIS VILLAGE, SPECIFICALLY TO OPTIMIZE RATES AVAILABLE FOR RESIDENTS AND SHALL THEREFORE GO INTO IMMEDIATE EFFECT PROVIDED IT RECEIVED A TWO-THIRDS VOTE OF ALL MEMBERS ELECTED TO THIS COUNCIL, OTHERWISE IT SHALL GO INTO EFFECT THIRTY DAYS AFTER PASSAGE BY A MAJORITY OF COUNCIL.

(5 votes required)

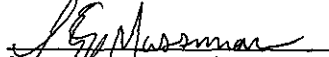
Passed: 5-0

  
DARRELL E. BANKS, MAYOR

ATTEST:

  
Brigitte Cotton, Village Fiscal Officer

APPROVED AS TO FORM:

  
Sarah E. Mussman, Village Solicitor

Order Confirmation for Ad #: 0000935102



**Customer:** ASPEN ENERGY CORPORATION  
**Address:** 9550 DUBLIN RD STE C  
POWELL OH 43065 USA  
**Acct. #:** MCO-M880374  
**Phone:** 6143368362  
**EMail:**  
**Payor:** ASPEN ENERGY CORPORATION  
**Ordered By:** PUBLIC HEARING

OrderStart Date: 12/22/2015

Order End Date: 12/29/2015

PO #

Tear Sheets

Affidavits

Blind Box

Promo Type

Materials

Special Pricing

1

1

Net Amount

Tax Amount

Total Amount

Payment Method

Payment Amount

Amount Due

Ad Order Notes:

Sales Rep: MCOM201

Order Taker: sprince

Product	# Ins	Start Date	End Date
MCO-Man-Mansfield News Journal	2	12/22/2015	12/29/2015
MCO-Man-Mansfield Online	2	12/22/2015	12/29/2015

Text of Ad:

#### PUBLIC HEARING NOTICE

Pursuant to Sections 4928.20(C) and 4929.27(B) of the Ohio Revised Code, the Village of Bellville, Ohio shall conduct public hearings for the purpose of obtaining public input on the Plans of Operation and Governance of the electric and natural gas aggregation programs. The Plans of Operation and Governance include the following provisions: (1) service provided; (2) determination of rates; (3) opt-out procedures; (4) billing and credit; (5) switching fees; and, (6) participation in the aggregation programs. The Public Utilities Commission of Ohio may suggest other provisions to the Plan after its review.

All eligible customers who receive electric from AEP and natural gas service from Columbia Gas - shall be included in the Village's aggregation programs. If an acceptable supply offer is received and accepted by the Village, eligible customers shall receive an opt-out letter for the electric program and the natural gas program explaining the rate and terms and conditions of each program.

The four public hearings shall be held at 4:00 P.M. (Electric), 4:30 P.M. (Gas), 6:30 P.M. (Electric), 7:00 P.M. (Gas) on January 5th, 2016. All hearings shall be conducted at the Police Station - 320 Bell Street in Bellville.  
(Pub:MNJ,Dec22,29'15#935102)

**VILLAGE OF BELLVILLE**

**ELECTRIC AGGREGATION PROGRAM**

**PLAN OF OPERATION AND GOVERNANCE**

**For More Information Contact:**

**Mayor Darrell Banks**  
**4142 Park Place**  
**Bellville, OH 44813**

# **VILLAGE OF BELLVILLE, OH, RICHLAND COUNTY ELECTRIC AGGREGATION PROGRAM**

## **PLAN OF OPERATION AND GOVERNANCE**

**Introduction.** On November 3, 2015 a majority of the voters in The Village Of Bellville, OH, in the County of Richland, approved a referendum that authorized The Village Of Bellville (the "Village") to pursue Automatic Governmental Aggregation. After the Village held two public hearings on the matter, the Village Council 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 Of Bellville, 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 the Aggregation participants, 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. The electric supply charges for the Aggregation are included in the Contract that will be negotiated by the Governmental Aggregator and shall identify the pricing or pricing methodology. 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) 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 GS1-4. Using this list of eligible accounts, the Provider, with the assistance of the Governmental Aggregator, will review the list to verify that the eligible accounts are located within the geographic boundaries of the Village and that an area within the Village boundaries has not been inadvertently filtered from the list. The Provider will also remove from 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. The program can be for a duration of no less than one year and no more than three years at a time.*

**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.

Natural of Complaint	Contact	Phone Number
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	Supplier Customer Service	1-844-809-6841
Program Regulatory Questions	Supplier Customer Service	1-844-809-6841
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 three (3) 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's 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's 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's 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 into 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 Bellville Exhibit A-3**

**Automatic Aggregation Disclosure Notification Pages 1 - 4**

Date, 2016

## ENROLLMENT NOTICE

Dear Resident or Small Business:

In November 2015, The Village Of Bellville voters approved by majority vote the creation of an Electric Aggregation Program to seek lower electricity rates for eligible residential and small business customers. The Village Of Bellville selected (SUPPLIER) Services, Inc. to supply electricity to the Bellville Electric Aggregation Program. As a resident or small business owner within The Village Of Bellville, you are eligible to participate in this program.

**You will be automatically enrolled in the program unless you opt out by Date, 2016.**

### Benefits

The Village Of Bellville has negotiated a competitive price of \$\*.\*\*\*/kWh. This pricing will be effective from your first meter read in (DATE) through your (DATE) meter read. 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 (SUPPLIER) 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 may bill you for any balance owed to them at the time of enrollment. This may result in a charge or a credit from AEP, depending on the current status of your budget billing accumulation. To set up budget billing with (SUPPLIER), please call our customer service center at (\*\*\*). Please note: (SUPPLIER) will bill you for your actual energy supply charges (rather than any budgeted amount) until you have contacted us to set up your budget billing account. Your budget billing with AEP will automatically continue for all other portions of your AEP bill other than the energy supply component if you are currently enrolled with AEP Ohio for the same service.

### Be Informed

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

**To participate in the program, DO NOT return the card below**

If you do not wish to participate, fold and tear at perforation and return this portion in the enclosed envelope

## NOTIFICATION OF INTENT TO OPT-OUT

☒ I do not wish to be part of the Village Of Bellville Electric Aggregation program. By returning this card, I am officially opting-out of this program.

**This notification is in regard to service at this address:**

\_\_\_\_\_  
SERVICE ADDRESS

Name \_\_\_\_\_  
CUSTOMER NAME

Address \_\_\_\_\_  
MAILING ADDRESS

City/State/Zip \_\_\_\_\_  
CITY STATE Z.PCODE

#### Enrollment Information

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

#### How to Opt Out

If you do not wish to participate in the Village Of Bellville Electric Aggregation Program, you must opt-out by DATE, 2016. To opt out, return the enclosed postcard. You may also opt-out by contacting (SUPPLIER) toll-free at (\*\*\*)\*\*\*-\*\*\*\* or online at [www.\(SUPPLIER\).com](http://www.(SUPPLIER).com). If you do not opt-out you will be enrolled in the Village Of Bellville Electric Aggregation Program. At the end of this current three year term in DATE 20\_\_, 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 the Electricity Purchase and Sale Terms and Conditions.

If you have any questions, please contact (SUPPLIER) toll-free at (\*\*\*)\*\*\*-\*\*\*\* or online at [www.\(SUPPLIER\).com](http://www.(SUPPLIER).com)

Sincerely,

(SUPPLIER)

Enclosure: Terms and Conditions

Sample

## Residential Electricity Purchase and Sale Terms and Conditions - Opt-Out Aggregator

Village Of Bellville ("Municipality"), pursuant to the aggregation authority conferred upon it by electorate vote, which passed by a majority vote on November 3, 2015 and passing an ordinance establishing the program, selected (SUPPLIER) ("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 (DATE) (the "Effective Date"):

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

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

**3. Term and Renewal:** This Agreement shall become binding on the Effective Date, provided however, the obligation of Seller to sell and schedule electricity for delivery to Buyer and the obligation of Buyer to purchase, take and pay for electricity is contingent upon: (a) eligibility of Buyer and the Accounts, (b) successful enrollment by the Utility, and (c) passage of the Rescission Period without effective cancellation by Buyer. Successful enrollment by the Utility is dependent upon (i) the eligibility of the Accounts, as set forth above and as determined by the Utility, to take from a retail electric supplier and (ii) the accuracy and completeness of any information submitted by Buyer and the Municipality. Service will commence on the first available meter read, dates on or after May 2, 2015 and shall remain in effect through the April 2018 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) a Fixed Rate of \$\*.\*\*\* per kWh, and (b) available charge calculated by Seller to reflect the cost of network integrated transmission service charges, each 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 and Buyer should contact Seller at the phone number identified in Section 12 to elect budget billing.

**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 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 at (614) 444-1111. Seller's mailing address is 123 Main Street, Anytown, State, 12345 and its website is [www.SUPPLIER.com](http://www.SUPPLIER.com). Seller will attempt to resolve all customer complaints in a timely manner and will respond to all complaints within 5 business days of receipt. If Buyer's complaint is not resolved after Buyer has called Seller and/or the Utility, or for general utility information, residential and business customers may contact the PUCO for assistance at 1-800-686-7826 (toll-free), or for TTY toll-free at 1-800-686-1570 (toll-free), from 8:00 a.m. to 5:00 p.m. weekdays, or at [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov). Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-6622 (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 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 that 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 (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.

# Village Of Bellville Exhibit A-5

Experience

## EXPERIENCE

Due to the complexity of Governmental Aggregation, the Village of Bellville has hired Aspen Energy Corporation (hereinafter "Aspen Energy") to assist them in designing, implementing and maintaining the Aggregation Program.

Aspen Energy was founded by Mr. Jonathan Peele over fifteen (15) years ago and employs over thirty (30) people in Dublin, Ohio. Aspen Energy is a Certified Electric Aggregator and Broker (14-767E (2)) and a Certified Natural Gas Aggregator and Broker (14-335G (2)).

Aspen currently manages approximately twenty-five (25) natural gas and electric aggregation programs that impact approximately twenty (20) communities across Ohio. Contact information for Aspen Energy:

4789 Rings Road  
Dublin, OH 43017  
614-884-5300

Among other services, Aspen Energy will actively lead and participate in the following activities to ensure the Aggregation Program for the Village of Bellville is effective and compliant:

1. Assist in and maintain the Plan of Operation and Governance;
2. Lead the required public hearings and attend County Commissioners' meetings;
3. Assist the Village of Bellville in the day-to-day administration of the program (problem resolution, press release, PUCO compliance, supplier liaison, contract review, etc.);
4. Design and issue the Request for Proposal, analyze supplier responses and provide recommendations for the supply agreement; and
5. Furnish customer data provided by AEP Ohio that would serve as the basis for an opt-out notice;

Aspen Energy is dedicated to reliable service and committed to ensuring the satisfaction of all the residents of the Village of Bellville. Contact information at Aspen Energy with respect to issues involving the Village of Bellville is:

Marc Hollinger  
4789 Rings Road, Suite 100, Dublin, Ohio 43017  
PH: 614-884-5300  
Email: [mhollinger@aspenenergy.com](mailto:mhollinger@aspenenergy.com)

The Village of Bellville will not take title to the electricity, issue bills, read meters or staff a call Center for complaints. Those functions will be provided by AEP Ohio and the selected CRES supplier. The Village will comply with its responsibility as a Governmental Aggregator pursuant to ORC §4928.10 and will respond to questions concerning the Aggregation Program.