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THE WELDELE & PIACENTINO
LAW GROUP CO., LPA

Eric D. Weldele
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Gina M. Piacentino
gpiacentino@wp-lawgroup.com

27

July 25, 2016

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

RE: Village of Danville
Case No.: 16-1630 - EL-GAG

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 Danville as a Governmental Aggregator to provide Electric Governmental Aggregation Service to the Village of Danville.

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 gpiacentino@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 Robert L. Dile

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



**Public Utilities
Commission**

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 Danville

Address 512 S. Market Street, Danville, OH 43014

Telephone Number (740) 599-6888

Web site address (if any) http://www.danvilleohio.org/

County Knox

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 Robert L. Dile
Title Mayor
Business address 512 S. Market Street, Danville, OH 43014
Telephone number (740) 599-6888 Fax (740) 599-9525
E-mail address danclerk@rrohio.com

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

Name Marc Hollinger
Title Aspen Energy - Senior Energy Consultant
Business address 4789 Rings Road - Suite 100, Dublin, OH 43017
Telephone number (614) 884-5300 Fax (614) 336-8362
E-mail address mholllinger@aspenenergy.com

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

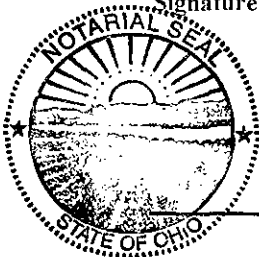
Address Aspen Energy, 4789 Rings Road - Suite 100, Dublin, OH 43017
Toll-free telephone number (800) 926-0046
Fax # (614) 336-8362

Robert L. Dile, Mayor
Signature of Applicant & Title

Sworn and subscribed before me this 18th day of April, 2014
Month Year

Tina Durbin
Signature of official administering oath

TINA DURBIN
Print Name and Title



TINA DURBIN
Notary Public
My Commission Expires on 8-26-2017
In and for the State of Ohio
My Commission Expires
August 26, 2017

AFFIDAVIT

State of Ohio : Village of Danville ss.
(Town)

County of Knox :

Robert L. Dile

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

He/She is the Mayor (Office of Affiant) of DANVILLE (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.

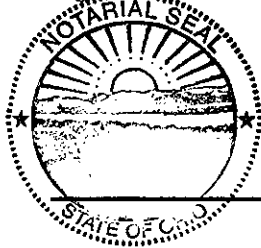
That the facts above set forth are true and correct to the best of his/her knowledge, information, and belief and that he/she expects said Applicant to be able to prove the same at any hearing hereof.

Robert H. DeB, Mayor
Signature of Affiant & Title

Sworn and subscribed before me this 18th day of April, 2016
Month Year

[Signature]
Signature of official administering oath

TINA Durbin
Print Name and Title



TINA DURBIN
Notary Public
My commission expires on 8-26-2019
In and for the State of Ohio
My Commission Expires
August 26, 2019

Village Of Danville Exhibit A-2

Authorizing Ordinance

Authorizing Ordinance Pages 1-3
Official Election Results Page 4-5

2015
ORDINANCE NUMBER 11

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

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

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, Ohio Revised Code (the "aggregation Program"), for the residents, businesses and other electric consumers in the City 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 DANVILLE, STATE OF OHIO:

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

SECTION 2. The Board of Elections of Knox County is hereby directed to submit the following question to the electors of THE VILLAGE OF DANVILLE at the general election on November 3, 2015.

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

2015 AUG - 3 PM 1:40
FILED
BOARD OF ELECTIONS
KNOX COUNTY OHIO

The Clerk of this Council is instructed immediately to file a certified copy of this Ordinance and the proposed form of the ballot question with the County Board of Elections not less than ninety (90) days prior to November 3, 2015. The Aggregation Program shall not take effect unless approved by a majority of the electors voting upon this Ordinance and the Aggregation Program provided for herein at the election held pursuant to this Section 2 and Section 4928.20 of the Ohio Revised Code.

SECTION 3. Upon the approval of a majority of the electors voting at the election provided for in Section 2 of this Ordinance, this Council individually or jointly with any other political subdivision, shall develop a plan of operation and governance for the Aggregation Program. Before adopting such plan, this Council shall hold at least two public hearings on the plan. Before the first hearing, notice of the hearings shall be published once a week for two consecutive weeks in a newspaper of general circulation in the Village. The notice shall summarize the plan and state the date, time, and location of each hearing. No plan adopted by this Council shall aggregate the electrical load of any electric load center within the Village unless it in advance clearly discloses to the person owning, occupying, controlling, or using the load center that the person will be enrolled automatically in the Aggregation Program and will remain so enrolled unless the person affirmatively elects by a stated procedure not to be so enrolled. The disclosure shall state prominently the rates, charges, and other terms and conditions of enrollment. The stated procedure shall allow any person enrolled in the Aggregation Program the opportunity to opt out of the program every three years without paying a switching fee. Any such person that opts out of the Aggregation Program pursuant to the stated procedure shall default to the standard service offer provided under division (a) of Section 4928.14 or division (d) of Section 4928.35, Ohio Revised Code until the person chooses an alternative supplier.

SECTION 4. *This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.*

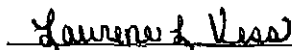
SECTION 5. Notice of the adoption of this Ordinance shall be given once by publishing the title of the Ordinance in an abstract prepared by the Village Manager or Solicitor in the _____.

Passed:



Mayor

Attest:



Clerk

A motion was made by Byers and seconded by Furay to adopt Ordinance 2015-11 as presented.

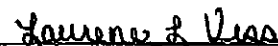
Upon roll call on the adoption of the resolution, the vote was as follows:

Byers, YEA Duncan, NOT PRESENT Durbin, YEA
Furay, YEA Mazzari, YEA Waldeck, YEA

This **Resolution/Ordinance** is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety and for the reasons stated above, said Resolution shall, therefore become effective upon its date of passage, provided that it receives the affirmative vote of two-thirds of the members elected to Council of the Village of Danville, otherwise, it shall take effect and be in full force from and after the earliest period allowed by law.

PASSED THIS 6th DAY OF July, 2015

BY 
Robert L. Dile, Mayor


ATTEST: BY 
Laurene L. Vess, Clerk-Treasurer

APPROVED AS TO FORM: 
Noel Alden, Danville Village Solicitor

AFFIDAVIT OF POSTING

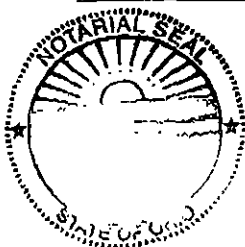
STATE OF OHIO, SS
COUNTY OF KNOX

I, Laurene L. Vess, Village Clerk-Treasurer, Village of Danville, Ohio, being duly sworn, depose and say that on the 6th day of July, 2015, and for fifteen (15) days thereafter, posted five (5) copies of **Resolution/Ordinance 2015- 11**, in compliance with Ordinance No. 1982-12 of the Village of Danville.


Laurene L. Vess

Sworn to before me and subscribed in my presence this 6th day of

July, 2015.



TINA DURBIN
Notary Public
In and for the State of Ohio
My Commission Expires
August 28, 2019


Notary Public

SUMMARY REPORT
 RUN DATE:11/24/15
 RUN TIME:01:01 PM

KNOX COUNTY, OHIO
 GENERAL ELECTION
 NOVEMBER 3, 2015

"OFFICIAL REPORT"

	VOTES	PERCENT
PRECINCTS COUNTED (OF 51)	51	100.00
REGISTERED VOTERS - TOTAL	38,359	
BALLOTS CAST - TOTAL	17,959	
VOTER TURNOUT - TOTAL		46.82
Judge of the Municipal Ct (Unexpired)		
(Vote for not more than) 1		
(WITH 51 OF 51 PRECINCTS COUNTED)		
John C. Thatcher	12,851	100.00
Mayor (Mount Vernon City)		
(Vote for not more than) 1		
(WITH 12 OF 12 PRECINCTS COUNTED)		
Richard K. Mavis (DEM)	2,225	51.83
Matt Starr (REP)	2,068	48.17
President of Council (Mount Vernon City)		
(Vote for not more than) 1		
(WITH 12 OF 12 PRECINCTS COUNTED)		
Bruce E. Hawkins (REP)	3,168	100.00
City Auditor (Mount Vernon City)		
(Vote for not more than) 1		
(WITH 12 OF 12 PRECINCTS COUNTED)		
Terry Scott (REP).	3,183	100.00
City Law Director (Mount Vernon City)		
(Vote for not more than) 1		
(WITH 12 OF 12 PRECINCTS COUNTED)		
P. Robert Broeren Jr. (REP)	2,955	100.00
Council at Large (Mount Vernon City)		
(Vote for not more than) 3		
(WITH 12 OF 12 PRECINCTS COUNTED)		
John F. Booth (DEM)	2,142	31.59
Susan Kahlr (DEM).	2,008	29.61
Janis Seavolt (REP)	2,631	38.80
1st Ward Council (Mount Vernon City) FIRST WARD		
(Vote for not more than) 1		
(WITH 3 OF 3 PRECINCTS COUNTED)		
Sam Barone (DEM)	735	100.00
2nd Ward Council (Mount Vernon City) SECOND WARD		
(Vote for not more than) 1		
(WITH 3 OF 3 PRECINCTS COUNTED)		
John Francis (REP)	577	100.00
3rd Ward Council (Mount Vernon City) THIRD WARD		
(Vote for not more than) 1		
(WITH 3 OF 3 PRECINCTS COUNTED)		
Nancy R. Vail (REP)	976	100.00

(WITH 1 OF 1 PRECINCTS COUNTED)
 FOR THE TAX LEVY 188 54.65
 AGAINST THE TAX LEVY. 156 45.35

ASHLAND-WEST HOLMES JVS ASHLAND JVS
 (Vote for not more than) 1
 (WITH 2 OF 2 PRECINCTS COUNTED)
 FOR THE TAX LEVY 54 68.35
 AGAINST THE TAX LEVY. 25 31.65

CENTRAL OHIO JOINT FIRE DISTRICT
 (Vote for not more than) 1
 (WITH 6 OF 6 PRECINCTS COUNTED)
 FOR THE TAX LEVY 1,256 58.42
 AGAINST THE TAX LEVY. 894 41.58

WYANDOT GOLF COURSE LO 029 HILLIAR B
 (Vote for not more than) 1
 (WITH 1 OF 1 PRECINCTS COUNTED)
 YES 264 75.64
 NO. 85 24.36

WYANDOT LO D-6 029 HILLIAR B
 (Vote for not more than) 1
 (WITH 1 OF 1 PRECINCTS COUNTED)
 YES 238 68.19
 NO. 111 31.81

CLINTON TWP ADDITIONAL 1 MILL CLINTON TOWNSHIP
 (Vote for not more than) 1
 (WITH 4 OF 4 PRECINCTS COUNTED)
 FOR THE TAX LEVY 486 53.82
 AGAINST THE TAX LEVY. 417 46.18

DANVILLE VILLAGE ELECTRIC AGGREGATION
 (Vote for not more than) 1
 (WITH 1 OF 1 PRECINCTS COUNTED)
 YES 128 56.89
 NO. 97 43.11

DANVILLE GAS ORDINANCE DANVILLE VILLAGE
 (Vote for not more than) 1
 (WITH 1 OF 1 PRECINCTS COUNTED)
 YES 127 55.95
 NO. 100 44.05

FREDERICKTOWN VILLAGE ADDITIONAL
 (Vote for not more than) 1
 (WITH 3 OF 3 PRECINCTS COUNTED)
 FOR THE TAX LEVY 490 59.54
 AGAINST THE TAX LEVY. 333 40.46

LANNINGS SUNDAY SALES CLINTON B 022 CLINTON B
 (Vote for not more than) 1
 (WITH 1 OF 1 PRECINCTS COUNTED)
 YES 195 59.82
 NO. 131 40.18

FREDERICKTOWN RECREATIONAL DISTRICT
 FREDERICKTOWN RECREATION DISTRICT
 (Vote for not more than) 1

Village Of Danville Exhibit A-3

Operation And Governance Plan

Resolution to Adopt Plan of Operation and Governance – Pages 1-2

Affidavit of Publication – Page 3

Plan of Operation and Governance - Pages 4 – 8

RESOLUTION 2016- 2**A RESOLUTION AUTHORIZING THE PLAN OF OPERATION AND GOVERNANCE FOR THE ELECTRIC GOVERNMENTAL AGGREGATION FOR THE VILLAGE OF DANVILLE AND DECLARING AN EMERGENCY.**

WHEREAS: The Council of the Village of Danville, Ohio has reviewed the attached Plan of Operation and Governance for Electric Aggregation and hereby authorize the implementation of said agreement.

NOW THEREFORE, BE IT ORDAINED: by the Council of the Village of Danville, Knox County, Ohio;

Section1: The Mayor and Council have agreed to the attached plan for electric aggregation.

Section 2: This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety and said Resolution shall, therefore become effective upon its date of passage, provided that it receives the affirmative vote of two-thirds of the members elected to Council of the Village of Danville, otherwise, it shall take effect and be in full force from and after the earliest period allowed by law.

A motion was made by Durbin and seconded by Waldeck.

Upon roll call on the adoption of the resolution, the vote was as follows:


Byers, yes Duncan, yes Durbin, yes

Furay, yes Mazzari, yes Waldeck, yes

The foregoing is a true and correct excerpt from the minutes of the meeting on 7 March, 2016, of the Village of Danville of Knox County, Ohio showing the adoption of the resolution hereinabove set forth.

DATED 7 March, 2016

BY 
Robert L. Dile, Mayor

ATTEST: BY 
Laurene L. Vess, Clerk-Treasurer

APPROVED AS TO FORM,

Noel Alden, Solicitor

AFFIDAVIT OF POSTING

STATE OF OHIO, SS
COUNTY OF KNOX

I, Laurene L. Vess, Village Clerk-Treasurer, Village of Danville, Ohio, being duly sworn, depose and say that on the 7th day of March, 2016, and for fifteen (15) days thereafter, posted five (5) copies of Resolution 2015- 1, in compliance with Ordinance No. 1982-12 of the Village of Danville.

Laurene L. Vess
Laurene L. VessSworn to before me and subscribed in my presence this 7th day ofMarch, 2016.Tina Durbin
Notary Public

TINA DURBIN
Notary Public
In and for the State of Ohio
My Commission Expires
August 20, 2015

1st Reading _____2nd Reading _____3rd Reading _____

1-28-2016

CR # 22656

Page 1 of 1

PROGRESSIVE COMMUNICATIONS CORP.

P.O. BOX 791 - MOUNT VERNON, OHIO 43050

PHONE: (740) 397-5333

MOUNT VERNON NEWS

VILLAGE OF DANVILLE - LEGALS
PO BOX W

DANVILLE, OH 43014

DATE: 1/11/2016
KEYWORD: HEARINGS FOR PUBLIC IN
AD TYPE: 15
AD NUMBER: 1591961
SALESPERSON: 07

AMOUNT ENCLOSED: _____

PLEASE RETURN THE TOP PORTION WITH YOUR REMITTANCE. THANK YOU

INSERTION RUN DATE	AD NBR: 1591961	UNIT COST	UNITS	TOTAL AMOUNT
1/4/2016	HEARINGS FOR PUBLIC INP	11.10	4.50	\$49.95
1/11/2016	HEARINGS FOR PUBLIC INP	11.10	4.50	\$49.95
			TOTAL:	\$99.90

PUBLIC NOTICE

Pursuant to Sections 4928.20(c) and 4929.27(B) of the Ohio Revised Code, the Village of Danville, 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 Dominion East Ohio 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: Danville Municipal Building at 512 South Market Street, Danville, on January 19, 2016.
Hearings shall be conducted at 4:00, 4:30, 6:00 and 8:30 pm.

January 4 & 11, 2016

State of Ohio, Knox Co

Personally appeared before me, a notary public, in and for Knox County, Ohio,

E. Lutwick

for publishers of the MOUNT VERNON NEWS, 18 E. Vir St., Mount Vernon, Ohio, who being duly sworn, says that the annexed advertisement was published in MOUNT VERNON NEWS, a newspaper printed and of general circulation, in said county and state, once a week on same day of week for 2 consecutive week (s) commencing on the 4th

12th day of Aug, A.D., 2016

12th day of

A.D., 2016

Carol A. Hess

Notary Public for the State of Ohio

Federal Tax Number
31-4290300

CAROL A. HESS
NOTARY PUBLIC
STATE OF OHIO

Recorded in
Knox County
My Comm. Exp. 3/19/19



VILLAGE OF DANVILLE

ELECTRIC AGGREGATION PROGRAM

PLAN OF OPERATION AND GOVERNANCE

For More Information Contact:

Laurene L. Vess Clerk-Treasurer
512 S. Market Street
Danville, OH 43014

VILLAGE OF DANVILLE, OH, KNOX COUNTY ELECTRIC AGGREGATION PROGRAM

PLAN OF OPERATION AND GOVERNANCE

Introduction. On November 3, 2015 a majority of the voters in The Village Of Danville, OH, in the County of Knox, approved a referendum that authorized The Village Of Danville (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 Danville, 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 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 Danville Exhibit A-4

Automatic Aggregation Disclosure Notification Pages 1 - 4

Date, 2016

ENROLLMENT NOTICE

Dear Resident or Small Business:

In November 2015, The Village Of Danville 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 Danville selected (SUPPLIER) Services, Inc. to supply electricity to the Danville Electric Aggregation Program. As a resident or small business owner within The Village Of Danville, 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 Danville 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 Danville's program.
- AEP will continue sending monthly bills, responding to outages, and delivering your electricity.
- No one from the Village Of Danville'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 Danville'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 Danville 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 ZIP CODE

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 Danville 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 Danville 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 Danville ("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 the 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 (***). Seller's mailing address is 123 Main Street, Anytown, State, 12345 and its website is 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. 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.

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 (f) (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 Danville Exhibit A-5

Experience

EXPERIENCE

Due to the complexity of Governmental Aggregation, the Village of Danville has hired Aspen Energy Corporation (hereinafter "Aspen Energy") to assist them in designing, implementing and maintaining an 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 aggregations programs that impact approximately twenty (20) communities across Ohio. Contact information for Aspen Energy:

4789 Rings Road
Dublin, Ohio 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 Danville is effective and compliant:

1. Assist in maintaining the Plan of Operation and Governance;
2. Lead the required public hearings and attend County Commissioners' and other meetings;
3. Assist the Village of Danville 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 in the Village of Danville. Contact information at Aspen Energy with respect to issues involving the Village of Danville is:

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

The Village of Danville 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 responsibilities as a Governmental Aggregator and will respond to questions concerning the Aggregation program.