



4067 Treeline Court  
Westerville, OH 43082  
www.electricsuppliers.org

September 19, 2016

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

**RE: Electric Governmental Aggregator Renewal Application — Union Township, Licking County, OH.**

**Case# 14-1351-EL-GAG**

The Lawrence Township is pleased to submit its renewal application for electric governmental aggregator. The original application has been notarized and signed by an authorized official.

Material provided for review:

- Application for Governmental Aggregations and Affidavit
- Exhibit A-2 Authorizing Ordinance reflecting voter authorization;
- Exhibit A-3 Plan of Operation and Governance;
- Exhibit A-4 Automatic Aggregation Disclosure

Should you have any questions or additional needs, please call me at (614) 425.4885.

Sincerely,



Scott R. Belcastro

Principal

614.425.4885

scott@electricsuppliers.org

Enclosure

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

**RENEWAL APPLICATION FOR ELECTRIC GOVERNMENTAL AGGREGATORS**

Please print or type all required information. Identify all attachments with an exhibit label and title (Example: Exhibit A-4 Opt-Out Form). All attachments should bear the legal name of the Applicant and should be included on the electronic copy provided. Applicants should file completed applications and all related correspondence with: Public Utilities Commission of Ohio, Docketing Division, 180 East Broad Street, Columbus, OH 43215-3793.

**This PDF form is designed so that you may input information directly onto the form. You may also download the form, by saving it to your local disk, for later use.**

**A. RENEWAL INFORMATION**

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

Legal Name Union Township, Licking County, OH  
 Address 1380 Beaver Run Rd, Hebron, OH 43025  
 PUCO Certificate # and Date Certified 14-868E(1) ; 9/13/2014  
 Telephone # (740) 929-3111 Web site address (if any) www.uniontownship.net

**A-2 Exhibit A-2 "Authorizing Ordinance" provide a copy of the ordinance or resolution authorizing the formation of a governmental aggregation program adopted pursuant to Section 4928.20(A) of the Revised Code.**

**A-3 Exhibit A-3 "Operation and Governance Plan" provide a copy of the applicant's current plan for operation and governance of its aggregation program adopted pursuant to Section 4928.20(C) of the Revised Code. The Operation and Governance Plan explained in Exhibit A-3 should include:**

- Terms and conditions of enrollment including:
  - Rates
  - Charges
  - Switching fees, if any
- Policies associated with customers moving into/out of aggregation area
- Billing procedures
- Procedures for handling complaints and disputes including the toll-free telephone number and address for customer contacts

A-4 **Exhibit A-4 Automatic Aggregation Disclosure-“Opt-out Form”** provide a copy of the disclosures/”opt-out” required by Section 4928.20(D) of the Revised Code, if its aggregation program provides for automatic aggregation in accordance with Section 4928.20(A) of the Revised Code. If the opt-out is in draft form, docket the final opt-out (including beginning and ending dates of the 21-day -out period and the selected CRES supplier) with the Commission within 10 days prior to providing or offering service. See #12 in the attached Affidavit .

A-5 **Contact person for regulatory or emergency matters**

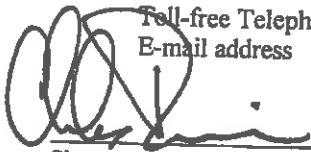
Name Scott Belcastro  
Title Principal  
Business address 4067 Treeline Ct, Westerville, OH 43082  
Telephone # (614) 425-4885 Fax # (614) 417-0410  
E-mail address scott@electricsuppliers.org

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

Name Scott Belcastro  
Title Principal  
Business address 4067 Treeline Ct, Westerville, OH 43082  
Telephone # (614) 425-4885 Fax # (614) 417-0410  
E-mail address scott@electricsuppliers.org

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

Customer Service address 4067 Treeline Ct, Westerville, OH 43082  
Toll-free Telephone # (877) 861-2772 Fax # (614) 417-0410  
E-mail address scott@electricsuppliers.org

 President of Board of Trustees Union Township  
Signature of Applicant & Title

Sworn and subscribed before me this 11 day of SEPT., 2016 Year

  
Signature of official administering oath

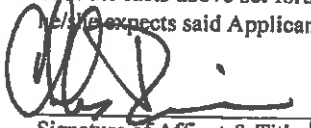
THOMAS T. LORA  
Print Name and Title NOTARY

My commission expires on 10/09/2018



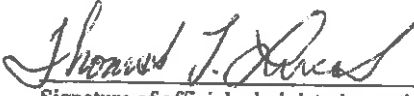
11. The Applicant herein, attests that it will inform the Commission of any material change to the information supplied in the renewal application within 30 days of such material change, including any change in contact person for regulatory purposes or contact person for Staff use in investigating customer complaints.
12. The Applicant herein, attests that if the opt-out is in draft form, the Applicant will docket the final opt-out (including beginning and ending dates of the 21-day -out period and the selected CRES supplier) with the Commission within 10 days prior to providing or offering service.

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

  
Signature of Affiant & Title

President of Board of Trustees Union Township

Sworn and subscribed before me this 19 day of SEPT., 2016  
Month Year

  
Signature of official administering oath

THOMAS T. LUCAS  
Print Name and Title

My commission expires on 10/09/2018

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**EXHIBIT A-2**

**AUTHORIZING ORDINANCE**

Trebellic

Resolution No. 2014-10

RECEIVED  
LICKING COUNTY  
SEAL OF THE COUNTY

**RESOLUTION AUTHORIZING ACTIONS NECESSARY TO EFFECT A  
GOVERNMENTAL ELECTRICITY AGGREGATION PROGRAM WITH OPT-  
OUT PROVISIONS (ORC § 4928.20)**

FEB 11 PM 1:21

The Board of Union Township Trustees, Licking County, Ohio, met in regular session on the 3<sup>rd</sup> day of February, 2014, with the following members present:

Rick Black

John Slater

Charles Prince

Mr. Slater moved the adoption of the following:

**WHEREAS**, the Board, pursuant to Ohio Revised Code § 4928.20, is authorized to aggregate the retail electrical loads located within the unincorporated areas of the Township and to enter into service agreements to facilitate for those loads the sale and purchase of electricity ("Governmental Aggregation"); and,

**WHEREAS**, Governmental Aggregation provides an opportunity for residential and small business consumers to participate collectively in the potential benefits thereunder, which would not otherwise be available to those electricity customers individually; and,

**WHEREAS**, the Board now seeks to establish a Governmental Aggregation Program with opt-out provisions, in accordance with R.C. § 4928.20, for the residents, small businesses and other electricity consumers in the unincorporated areas of the Township.

**NOW, THEREFORE, BE IT RESOLVED:** that the Board of Union Township Trustees hereby finds and determines that it is in the best interest of the Township, its residents, small businesses, and other electricity consumers located within the unincorporated areas of the Township to establish a Governmental Aggregation Program (the "Program").

**EXHIBIT A-3**

**OPERATION AND GOVERNANCE PLAN**

Trebelco





**Union Township**  
**ELECTRIC AGGREGATION**  
**PROGRAM**

***OPERATION AND GOVERNANCE***  
***PLAN***

**Adopted 06-16-2014**

**Created By:**

**Trebelinc** 

## **I. Overview**

At the May 6, 2014 election, a majority of voters authorized the Union Township ("the Township") to create a form of government electric aggregation known as "opt-out" aggregation and to create an opt-out electric aggregation program ("the Aggregation Program") as provided under Section 4928.20 of the Ohio Revised Code. Under the opt-out electric aggregation program, all eligible electric consumers within the Union Township's limits will be automatically included in the Aggregation Program initially. However, all consumers will also be given the opportunity to opt out of or decline participation in the Aggregation Program as detailed herein.

The Union Township's purpose in creating the Aggregation Program is to represent local consumer interests in emerging competitive electricity markets by combining multiple electric loads within the Union Township's limits and negotiating affordable, reliable electric supplies and other related services on behalf of local consumers. The Union Township may pursue this purpose individually or in cooperation with other legislative authorities.

Many small commercial and residential electric consumers lack the knowledge, expertise, and bargaining power to effectively negotiate power supply rates and services. A governmental aggregation program provides these consumers with an option for expert representation and the bargaining power of a larger, more diverse consumer group that may be more attractive to suppliers, allowing them to effectively participate in the competitive process and achieve the benefits of retail electric competition.

The Aggregation Program is designed to combine multiple electric loads in order to obtain the best electric generation rate available for those who participate in the Aggregation Program, and to gain other favorable economic and non-economic terms in supply contracts. The Union Township will not buy and resell power, but will act as the agent for the Aggregation Program, representing the collective interests of the consumers in the Union Township to establish the terms and conditions for service. Through a negotiation process, the Union Township and its Consultant will develop a contract with a Competitive Retail Electric Services Provider (CRES Provider) or Providers for firm, all-requirements electric service. The contract will run for a fixed term (i.e., one to five years).

The Aggregation Program covers the power supply or generation portion only of a Participant's electric bill. AEP Ohio will continue to deliver electricity to Aggregation Program Participants' homes and businesses through its electric transmission and distribution system as an electric distribution utility function regulated by the Public Utilities Commission of Ohio (PUCO). AEP Ohio will also continue to install, operate and maintain its system of poles, wires, transformers and other electric distribution components. Aggregation Program Participants should continue to call AEP Ohio if their

power goes out or if they have billing questions. The PUCO will continue to oversee AEP Ohio's electric safety and reliability service standards.

## **II. Process**

Under an opt-out aggregation program, each eligible consumer within the Union Township's boundaries initially will be automatically included in the Aggregation Program on a non-discriminatory basis. However, prior to actual enrollment, each consumer for whom electric rates, terms and conditions have been negotiated will receive a notice from the Union Township detailing the Aggregation Program's rates, terms, and conditions.

Each consumer will then have a 21-day period to opt out of or decline to participate in the Aggregation Program without additional fees charged. Consumers opting out of the program will remain on AEP Ohio's Standard Offer Generation Service until such time as they select an approved CRES Provider. If the term of the Aggregation Program is longer than three years, a similar opt-out period will be offered every three years during which time consumers can leave the Aggregation Program without paying an early termination fee or penalty.

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

Participants who relocate within the Union Township limits and retain the same electric account number will be allowed to continue in the Aggregation Program at their new location under the same terms and conditions as at their former location, provided the utility rate classification is the same at both locations, and subject to any switching fees imposed by the utility.

The Union Township, through its Consultant, will negotiate a contract with a CRES Provider to implement and operate the Aggregation Program. Contracts for power supply and other related services will be negotiated, recommended, and monitored for compliance by the Union Township's Consultant on behalf of local consumers.

The Union Township developed this Plan of Operation and Governance in compliance with Ohio law regarding opt-out aggregation of electric consumers, which included holding at least two public hearings prior to its adoption.

After adoption of this Plan of Operation and Governance by resolution or ordinance pursuant to Section 4928.20 of the Ohio Revised Code, the Union Township will file with the PUCO for governmental aggregator certification and also register as a governmental aggregator with AEP Ohio.

### **III. Plan of Operation and Governance**

#### **A. Definitions**

1. **Aggregation:** Combining the electric loads of multiple customers for the purposes of supplying or arranging for the supply of competitive retail electric service to those customers.
2. **Aggregation Program Manager or Consultant:** The individual/company retained by Union Township to oversee the operation and management of the Union Township's Aggregation Program.
3. **Competitive Retail Electric Service (CRES):** A component of retail electric service that is deemed competitive under the Ohio Revised Code or pursuant to an order of the PUCO. This includes, but is not limited to, the services provided by competitive retail electric service providers, power marketers, aggregators, and governmental aggregators.
4. **Competitive Retail Electric Service Provider (CRES Provider):** A person or entity certified by the PUCO and registered with an electric distribution utility which supplies or offers to supply a competitive retail electric service over an electric distribution utility's transmission and/or distribution system. This term does not apply to an electric distribution utility in its provision of standard offer generation service.
5. **Consumer:** Any person or entity that is an end user of electricity and is connected to any part of the applicable electric distribution utility's transmission or distribution system within the Union Township's boundaries.
6. **Delivery Charge:** Charge imposed by the electric distribution utility for delivering electricity to a consumer's home or business. The charge includes meter reading, billing, maintaining electric system reliability and responding during emergencies and outages (also called a distribution charge).
7. **Distribution:** The delivery of electricity to a consumer's home or business over an electric distribution utility's local poles, wires, transformers, substations, and other equipment. Electric distribution utilities' distribution system operations are regulated by the PUCO.
8. **Electric-Related Service:** A service that is directly related to the consumption of electricity at a consumer's home or business. This may include, but is not limited to, the installation of demand side management measures at a consumer's premises, the maintenance, repair or replacement

of appliances, lighting, motors or other energy-consuming devices at a consumer's premises, and the provision of energy consumption measurement and billing services.

9. **Electric Supply Charge:** All charges related to the generation of electricity by the CRES Provider.
10. **Governmental Aggregator:** An incorporated village or city, township, or county acting as an aggregator for the provision of a CRES under authority conferred by Section 4928.20 of the Ohio Revised Code.
11. **Kilowatt-hour (kWh):** A kilowatt-hour is 1,000 watts of electricity used for one hour. For example, a 1,000-watt appliance operating for one hour will consume one kilowatt-hour of electricity. Consumers are charged for electricity in cents per kilowatt-hour.
12. **Ohio Consumers' Counsel (OCC):** The Ohio Consumers' Counsel (OCC) was established by the Ohio Legislature in 1976 to represent the interests of Ohio's residential utility customers served by investor-owned utilities in proceedings before the PUCO, other regulatory agencies, and in the courts.
13. **Participant:** An eligible consumer enrolled in the Union Township's Aggregation Program.
14. **Public Utilities Commission of Ohio (PUCO):** The state agency charged with assuring that all residential and business consumers have access to adequate, safe, and reliable utility services at fair prices, while facilitating an environment that provides competitive choices.
15. **Standard Offer Generation Service:** The electric generation service a consumer will receive from its default electric service provider if the customer does not choose a CRES Provider.

#### **B. Aggregation Program Management**

Due to the complexity of the electric utility industry, the Union Township has entered into an Energy Management and Consulting Agreement with the Consultant to provide the necessary expertise to represent the Union Township's interest in legislative and regulatory matters and to serve as the Aggregation Program Manager. Such services may include, but are not limited to, overall management of the Aggregation Program, facilitating consumer enrollment and the opt-out process, assisting with consumer education, addressing consumer questions and concerns, providing reports on program operation, negotiating CRES Provider contracts, providing analysis and review of the Union

Township's energy service usage and costs, and providing consulting services to aggregate and procure energy and/or energy-related services, product, and accounts, and representing the Union Township in dealings with CRES Providers, the Ohio Legislature, the PUCO, and the OCC.

The CRES Provider's rates will include an administrative fee, which shall be collected on behalf of the Union Township to fund the implementation and administration of the Union Township's Aggregation Program, including consulting fees. The administrative fee may be adjusted annually to cover the Union Township's cost of administering the program.

Oversight of the Aggregation Program will be the responsibility of the Union Township's Consultant, in consultation with the Union Township. The Consultant, in consultation with the Union Township, will have the authority to develop specifications for the Aggregation Program. The CRES Provider will work under the direction of the Consultant with the advice and counsel of the Union Township.

### **C. Selection of a CRES Provider and Contract**

The Union Township will not buy and resell power to Aggregation Program Participants. The Union Township, through its Consultant, will negotiate with potential CRES providers to provide affordable, reliable electric supplies, and other electric-related services on behalf of local consumers. The Union Township will consider cooperating with other governmental aggregators if it appears beneficial to do so.

Through a negotiation process driven by its Consultant, the Union Township will develop a contract with a CRES Provider or Providers for firm, all-requirements service. Each Aggregation Program Participant shall be individually bound by the terms and conditions found in the opt-out notice and the contract and shall be solely responsible for payment and performance. The Union Township will contract only with a CRES Provider or Providers that meet, at a minimum, the following criteria:

1. Certified CRES Provider by the PUCO;
2. Registered with AEP Ohio;
3. Have a service agreement under AEP Ohio's Open Access Transmission Tariff;
4. Successfully completed Electronic Data Interchange (EDI) computer system testing with AEP Ohio and that CRES Provider's EDI computer system is capable of effectively processing Aggregation Program EDI transactions in a timely manner;
5. Will maintain a database of Aggregation Program Participants, which will include all necessary information for the CRES Provider, Union

- Township, and Consultant to serve and manage the Aggregation Program;
6. Meet standards of creditworthiness established by the Union Township;
  7. Has or has arranged for a customer call center capable of effectively handling Participants' questions, concerns and disputes in a timely manner using a toll-free telephone number;
  8. Hold the Union Township harmless from any financial obligations arising from offering electricity and/or energy-related services to Aggregation Program Participants; and
  9. Will assist the Union Township and its Consultant with the filing of reports required by Ohio law and the PUCO.

The CRES Provider's contract will run for a fixed term (i.e., one to five years) and contain all pricing, charges, switching fees, etc. in clear and easily understandable terms.

The Union Township will require any CRES Provider to disclose any subcontractors that it uses in fulfillment of the services described herein.

#### **D. Electric Supply Charges**

The Union Township, through its Consultant, will aggregate electric loads within the Union Township's applicable boundaries and negotiate mutually agreeable pricing, terms, and conditions of service with the CRES Provider for affordable, reliable electric supplies and other related services on behalf of Participants. The Union Township may pursue this purpose individually or in cooperation with other entities. CRES Providers will supply information on electric supply charges by utility customer rate classification or other appropriate pricing category as approved by the Union Township. All electric supply charges will be fully and prominently disclosed in consumer enrollment materials, the opt-out notice, and will be subject to approval by the Union Township.

#### **E. AEP Ohio's Regulated Customer Classifications and Rates**

The applicable electric distribution utility assigns customer rate classifications, character of service, and associated regulated rates subject to PUCO-approved tariffs. In addition to the CRES Provider's generation charges, consumers will continue to be billed for the AEP Ohio's service and delivery charges. Although the Union Township may participate in regulatory proceedings and represent the interests of consumers regarding these regulated rates, it cannot assign or alter customer rate classifications.

It is the intention of the Union Township to offer its Aggregation Program to eligible non-mercantile customers in any and all customer classifications, and in all rate categories, for which the CRES Provider can offer a savings compared to the electric distribution utility's avoidable costs or price to compare.

It is also the intention of the Township to offer its Aggregation Program to Mercantile customers on an opt-in basis by contacting the CRES Provider to enter into a contract for electric service. The contract shall establish the rate for the mercantile customer's participation in the Aggregation Program.

**F. Developing the Pool of Eligible Accounts**

The Union Township or its Consultant shall request the electric distribution utility to provide current customer information for all customers within the Union Township's boundaries. The provided information shall include the following:

- Customer name;
- Customer service address;
- Customer billing address;
- Electric distribution utility customer account number;
- Electric distribution utility rate code;
- Electric distribution utility PIPP code;
- Customer load data;
- Whether or not a customer has a present contract with a CRES Provider; and
- Whether or not a customer has a special service contract with the electric distribution utility.

From this information, the Union Township, its Consultant, and the CRES Provider will develop the pool of customers eligible to participate in the Aggregation Program, for which the CRES Provider can offer savings.

**G. Initial Consumer Notification and Enrollment**

After contract approval by the Union Township and its Consultant, the CRES Provider will work with the Union Township, its Consultant, and the electric distribution utility to identify all eligible consumers within the Union Township's boundaries.

All eligible consumers will be notified in writing of the rates, charges and other terms and conditions of participation in the Aggregation Program and that they will be automatically enrolled in the Aggregation Program unless they opt out of, or decline participation in, the Aggregation Program. Consumers will be given 21 days from the postmark date of the opt-out letter in which to notify the Union



Township that they wish to opt out of, or decline participation in, the Aggregation Program without penalty fees. Consumers opting out of the program will remain on the applicable utility's Standard Offer Generation Service until such time as they select an approved CRES Provider.

Consumers may opt out of the Aggregation Program by returning a post card or other form provided in the opt-out letter.

After the initial 21-day opt out period has elapsed, all eligible consumers who have not notified the Union Township of their desire to opt out of the Aggregation Program will be enrolled automatically by the CRES Provider at the earliest date practicable. No other affirmative steps will be required of consumers in order to be included in the Aggregation Program as Participants.

Consumers ineligible to participate in the Aggregation Program include those customer accounts that are located outside the Union Township's boundaries, customers who are already in contract with a CRES provider, customers in a "special rate" contract with an electric distribution utility, and Percentage of Income Payment Plan (PIPP) consumers and consumers whose accounts are not current with their present electric distribution utility, as appropriate. The aggregation of PIPP customers is under the direction of the State of Ohio.

Consumers enrolled in the Aggregation Program by the CRES Provider will receive a letter from their electric distribution utility notifying them of their enrollment. Consumers will have seven calendar days to notify the electric distribution utility of any objection to their enrollment in the Aggregation Program. The applicable electric distribution utility will notify the CRES Provider of consumer objections or any reason that a consumer was not enrolled in the Aggregation Program and the CRES Provider will maintain a list of customers who have opted out under the Aggregation Program rules.

The CRES Provider will report to the Union Township the status of the Aggregation Program enrollment on at least a quarterly basis.

#### **H. Leaving the Aggregation Program**

In addition to the initial opt-out period described above, each Participant will be given an opportunity to opt out of the Aggregation Program every three years without paying an early termination fee or penalty as required by law and PUCO rules. Consumers who choose to opt out of the Aggregation Program at any time other than during the initial 21-day opt-out period or during subsequent opt-out periods offered by the Union Township, may be subject to an early termination fee and may not be served under the same rates, terms and conditions that apply to other customers served by the electric distribution utility.

Any consumer who opts out of the Aggregation Program during the initial opt-out period or subsequent opt-out periods will be returned to their electric distribution utility's Standard Offer Generation Service until such time as the consumer selects another approved CRES Provider.

**I. CRES Provider Responsibilities**

The CRES Provider will build and maintain a database of all Aggregation Program Participants. The database will include the name, address, utility service delivery identification (SDI) number, and other pertinent information as agreed upon by the Union Township, Consultant, and the CRES Provider. Such information may include the CRES Provider's account number (if different from utility's SDI number), rate code, rider code (if applicable), most recent 12 months of kWh consumption and kW demand, and meter reading cycle. The Aggregation Program database will be updated at least quarterly. The Union Township will have the right to access information in the database for purposes of auditing.

The CRES Provider will provide and maintain the required Electronic Data Interchange computer system to effectively process Aggregation Program enrollments, opt outs, billing, etc., with the applicable electric distribution utility.

The CRES Provider will provide a local or toll-free telephone number for Participant questions or concerns about enrollment, opt-out provisions, billing, and other Aggregation Program issues.

The CRES Provider will develop internal controls and processes to help ensure that the Union Township remains in good standing as a governmental aggregator that complies with all laws, rules, and regulations regarding the same as they may be periodically amended.

**J. New and Returning Participants**

Participants who leave the Aggregation Program and wish to return, Participants who initially opt out of the program and later wish to join, and consumers who move into the Union Township after the initial opt-out period will be afforded the opportunity to enroll in the Aggregation Program. However, the Union Township cannot guarantee rates, terms, and conditions to consumers enrolling in the Aggregation Program after the initial 21-day opt-out period. Consumers may contact the CRES Provider or Union Township's consultant to obtain current enrollment information.

Participants who relocate within the Union Township limits and retain the same electric utility account number will be allowed to continue in the Aggregation Program at their new location under the same terms and conditions as at their

former location, provided the electric utility rate classification is the same at both locations, and subject to any switching fees imposed by the consumer's former electric distribution utility.

The CRES Provider will comply with all local, state and federal rules and regulations regarding discontinuing service to Aggregation Program Participants.

**K. Billing**

At this time, the Union Township plans to utilize the applicable electric distribution utility's consolidated billing service in which each consumer account receives one bill itemizing the CRES Provider's electric supply charges and electric distribution utility's delivery, and other PUCO-approved charges. The billing statement will be consistent with applicable PUCO rules and regulations. The Union Township will consider other billing options, including CRES Provider consolidated or dual billing, if and when they become available and if it appears advantageous to do so.

**L. Questions and Concerns**

The Aggregation Program only impacts the source of generation or power supply. The applicable electric distribution utility will continue to deliver the electricity purchased through the Aggregation Program to Participants' homes and businesses through its electric transmission and distribution system.

Participants with question or concerns regarding service delivery or safety, such as a power outage, a downed power line, sparking power lines or equipment, low voltage, etc., should continue to contact their electric distribution utility. Meter reading or other billing questions should also be directed to AEP Ohio. Questions regarding Aggregation Program enrollment and opting out should be directed to the CRES Provider. Any other general questions regarding the Aggregation Program should be directed to the Union Township's Consultant.

<b>Question or Concern</b>	<b>Contact</b>	<b>Phone Number</b>
Power outage or interruption	AEP Ohio	800-672-2231
Connect/disconnect service	AEP Ohio	800-672-2231
Meter reading/billing	AEP Ohio	800-672-2231
Enrollment in or opting out of Aggregation Program	CRES Provider	[TOLL-FREE NUMBER]
Aggregation Program Questions or Concerns	Trebel LLC	(877) 861-2772
Unresolved disputes	Public Utilities Commission of Ohio	(800) 686-7826 (voice) (800) 686-1570 (TDD)

**M. Reliability and Indemnification of Consumers**

Electric service reliability is essential to Aggregation Program Participants. The Union Township will strive to provide high-quality service and reliability through provisions of the CRES Provider contract, through traditional proceedings related to your electric distribution utility's regulated transmission and distribution services, and through direct discussions with your electric distribution utility concerning specific or general problems related to quality and reliability of its transmission and distribution system.

If for any reason a CRES Provider fails to provide uninterrupted service, the Union Township and its Consultant will attempt to acquire an alternative power supply. If this attempt fails, Participants will default to the applicable electric utility's Standard Offer Generation Service. In no case will Participants be without power as a result of the CRES Provider's failure to provide the supply of generation. The Union Township and its Consultant will seek to minimize this risk by contracting only with reputable CRES Providers that have demonstrated reliable service. The Union Township, through its Consultant, also intends to include conditions in its CRES Provider contract that will indemnify Participants against risks or problems with power supply service and price.

**N. Participant Rights**

All Aggregation Program Participants shall enjoy the protections of law afforded to consumers as they currently exist or as they may be amended from time to time. These include rights to question billings or service quality or service practices. All consumers shall also enjoy the individual right to decline participation in the Aggregation Program subject to the terms and conditions contained herein.

All Aggregation Program Participants will be treated equitably. They will be guaranteed the rights to raise and resolve disputes with the CRES Provider, be provided all required notices and information, and always retain the right to opt out of the Aggregation Program or switch suppliers subject to the terms and conditions contained herein.

All consumers within the Union Township's boundaries shall be eligible to participate in the Aggregation Program on a non-discriminatory basis, subject to the terms and conditions described herein, Ohio law, PUCO rules and regulation governing electric service, and applicable electric utilities' approved tariffs.

Service under the Aggregation Program shall include all eligible customer classes in adherence with universal service principles and requirements, as well as the

traditional non-discriminatory practices of local government. CRES Provider contracts shall contain provisions to maintain these principles and equitable treatment of all customer classes.

Low-income consumers shall remain subject to all provisions of Ohio law and PUCO rules and regulations as they may be amended from time to time regarding their rights to return to the applicable electric utility's Standard Offer Generation Service and participation in the Aggregation Program.

**O. Participant Responsibilities**

Aggregation Program Participants are subject to the same standards and responsibilities as other electric consumers, including payment of billings and access to metering and other equipment necessary to carry out utility operations.

**P. Termination of the Aggregation Program**

The Aggregation Program may be discontinued upon the termination or expiration of the CRES Provider contract without any extension, renewal, or subsequent contract being executed. In the event of Aggregation Program termination, each Participant will receive written notification of the termination at least 60 days prior to such program termination and will have the option to return to the applicable electric utility's Standard Generation Offer Service or select another approved CRES Provider.

1311-001.00358022v1

**EXHIBIT A-4**

**AUTOMATIC AGGREGATION DISCLOSURE**

Trebellco



1-1-0123456-(12282220)-Agg-Test  
TEST CUSTOMER  
6100 EMERALD PKWY  
DUBLIN OH 43017



February 2, 2015

Dear Resident or Small Business Owner:

Union Township is providing you the opportunity to participate with other Union Township residents and businesses in an opt-out electric aggregation program, with IGS Energy of Dublin, Ohio as your provider.

Under governmental aggregation, the Union Township Trustees act on behalf of electric consumers in the Township to negotiate an electric supply contract with an eligible provider. Both Union Township and eligible retail electric suppliers have to be certified by the Public Utilities Commission of Ohio. The Union Township Trustees passed an ordinance to adopt the program after Union Township voters approved its implementation on May 6, 2014. The aggregation program for Union Township will begin within one to two billing periods following your inclusion as a participant in the Township's program and end with your February 2017 billing period.

Under this aggregation program, eligible residents and businesses in Union Township will pay 6.99 cents per kWh through the February 2017 billing period. This offer is lower than any other comparable fixed price offer on the Public Utilities Commission of Ohio Apples to Apples Comparison site as of January 20, 2015. IGS Energy's price applies to the generation and transmission portion of your bill. If you are ever unhappy with your service or rate from IGS Energy, you may cancel free of charge at any time and return to AEP at a rate and terms that may or may not be the same as what other AEP customers pay.

You will be automatically enrolled in the Union Township Electric Aggregation Program unless you choose to "opt out" - that is, affirmatively choose to not participate. If you want to be excluded from the Union Township Electric Aggregation Program, you must return the enclosed "Opt-Out" Form or contact IGS Energy at 1-877-353-0162 by February 23, 2015. If you do not cancel or opt-out at this time, you will be enrolled in the program until it expires with your February 2017 billing period. If you do opt-out, you will continue to receive AEP's standard service offer rate.

Under this aggregation, AEP will continue to maintain the wires system that delivers power to your home or business. You will still contact AEP regarding loss of power service or for any other concerns or issues having to do with your electric service. You will continue to receive a single bill from AEP for your electric service with your lower IGS Energy rate included.

If you have any questions please call IGS Energy at 1-877-353-0162, weekdays, from 8:00 a.m. to 8:00 p.m. EST. For general information on deregulation in Ohio, you can also visit the Web Site of the Public Utilities Commission of Ohio ([www.PUCO.ohio.gov](http://www.PUCO.ohio.gov)).

Sincerely,  
IGS Energy and Union Township

P.S. Remember to return the "Opt-Out" form only if you do not want to participate in the Union Township Electric Aggregation Program.

If the home or business for which you have received this letter is not located within Union Township, you have received this letter in error. Please contact IGS Energy at 1-877-353-0162 to be removed from the aggregation list.

17 digit Service Delivery Identifier Number as it appears on your AEP Electric bill.

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I wish to opt out of the Union Township Electric Aggregation Program.

(Check box to opt out.)

Name (Please Print) \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

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

Email Address \_\_\_\_\_

Signature (REQUIRED) \_\_\_\_\_



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Environmental Disclosure Information																																		
IGS Energy																																		
Projected Data for the 2014 Calendar Year																																		
<p><b>Generation Resource Mix -</b> A comparison between the sources of generation used to produce this product and the historic regional average supply mix.</p>	<p><b>Supplier's Product</b></p> <table border="1"> <caption>Supplier's Product Generation Mix</caption> <tr><th>Source</th><th>Percentage</th></tr> <tr><td>Coal</td><td>65.5%</td></tr> <tr><td>Natural Gas</td><td>14.5%</td></tr> <tr><td>Nuclear</td><td>16%</td></tr> <tr><td>Hydro</td><td>1%</td></tr> <tr><td>Wind</td><td>1.5%</td></tr> <tr><td>Biomass</td><td>1%</td></tr> <tr><td>Oil</td><td>0.5%</td></tr> </table>	Source	Percentage	Coal	65.5%	Natural Gas	14.5%	Nuclear	16%	Hydro	1%	Wind	1.5%	Biomass	1%	Oil	0.5%	<p><b>Regional</b></p> <table border="1"> <caption>Regional Average Supply Mix</caption> <tr><th>Source</th><th>Percentage</th></tr> <tr><td>Coal</td><td>65.5%</td></tr> <tr><td>Natural Gas</td><td>14.5%</td></tr> <tr><td>Nuclear</td><td>16%</td></tr> <tr><td>Hydro</td><td>1%</td></tr> <tr><td>Wind</td><td>1.5%</td></tr> <tr><td>Biomass</td><td>1%</td></tr> <tr><td>Oil</td><td>0.5%</td></tr> </table>	Source	Percentage	Coal	65.5%	Natural Gas	14.5%	Nuclear	16%	Hydro	1%	Wind	1.5%	Biomass	1%	Oil	0.5%
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<p>With in-depth analysis, the environmental characteristics of any form of electric generation will reveal benefits as well as costs. For further information, contact IGS Energy at <a href="http://www.igsenergy.com">www.igsenergy.com</a> or by phone at 1-877-915-4447.</p>																																		

**NOTICE**

Return the "Opt-Out" form only if you do not want to participate in the Union Township Electric Aggregation Program.

Return by **February 23, 2015** to:

Natural Gas Governmental Aggregation Program

PO Box 9060

Dublin, Ohio 43017-0960



Term Box	
<b>Utility:</b>	Columbus Southern Power ("AEP")
<b>Price Plan</b>	Fixed Rate
<b>Program Price</b>	Subject to the terms and conditions detailed below in the body of the Agreement: For residential customers the applicable price per KWH shall be 6.99 cents per KWH of electricity consumed. For non-mercantile commercial customers the applicable price per KWH shall be 6.99 cents per KWH of electricity consumed.
<b>Term</b>	Services to be rendered pursuant to this Agreement will commence upon the implementation of Union Township's community opt-out government aggregation program ("Program") and will continue through the February 2017 billing Cycle.
<b>Cancellation Fee</b>	None

The services provided to me by Interstate Gas Supply, Inc. ("IGS Energy") are governed by the terms and conditions stated in this document and the opt-out notification accompanying this document ("Agreement") and will serve as the terms of service for the Union Township opt-out government aggregation program ("Program") which I agree to enroll in by not "opting-out" of the Program, as described in the accompanying opt-out notification letter, or exercising my right to rescission under this Agreement.

**Term:** The Term of the Program will be as stated in the term box located at the top of this Agreement ("Term Box"). IGS Energy will supply the commodity portion of my electricity and AEP will continue to be my Electric Delivery Company ("EDC"). Upon expiration of the opt-out period, if I do not elect to opt-out of the Program, IGS Energy will notify the EDC to transfer electric commodity services to IGS Energy. If I am currently an IGS Energy electric customer, IGS Energy reserves the right to reject or rescind my enrollment in the Program or to require me to pay the applicable cancellation fee, if any, for my existing electric service agreement to be eligible for this Agreement.

**Regulatory:** Competitive electric retail services ("CRES Program") are subject to ongoing Public Utilities Commission of Ohio ("PUCO") and EDC jurisdiction. I understand that if the CRES Program is terminated or materially altered, this Program may be terminated by me or IGS Energy without penalty. I understand that IGS Energy may terminate or modify this Program due to unforeseen regulatory action that will materially affect the costs of providing electric service to the Program.

**Price:** The price I will pay for my electric supply charges (which applies to the generation and transmission portion) under the Program is as described in the Term Box ("Program Price"). I am responsible for, and my Program Price does not include, applicable taxes and/or EDC charges, including service and delivery charges, which will be billed by the EDC.

**Renewal:** If my community's governmental aggregation continues, at least every three years from the establishment of this Program the government aggregator or its supplier shall provide me notice of my right to opt out of the aggregation without penalty. The process for providing me with notice of my right to opt-out shall include a provision for me to return a post card or similar notice to the governmental aggregator or the supplier. For renewals, I will have at least twenty-one days from the post mark date on the written notice to choose to opt out of the Program, and my return post card or notice that is post marked before the opt out deadline has elapsed shall count as timely sent. The notice will follow the procedures established for the initial opt-out notice set forth in this rule and shall prominently disclose to me all changes to the terms and conditions associated with the aggregation. I am entitled to opt-out of the government aggregation program at least every three years from the commencement start date of the Program, without a penalty. If I am in the Program when the Program is renewed and I do not exercise my right to opt-out, I will be continued in the Program. Nothing in this Agreement guarantees that I am entitled to pricing provided by IGS Energy after the Term of this Agreement expires.

**Customer Rescission Period:** If I am a new customer to IGS Energy this Agreement may be rescinded by me with no cancellation fee by contacting the EDC in writing or by telephone at the number provided on the confirmation notice within 7 business days from the post-mark date of the confirmation notice sent by the EDC ("Rescission Period"). If I am an existing IGS Energy electric customer I will not receive a confirmation notice from the EDC but, in the event I decide to cancel this Agreement, I will be returned to my previous Agreement with IGS Energy without penalty under this Agreement.

**Cancellation:** I can cancel this Agreement without cancellation fee by providing notice of not less than 30 days to IGS Energy. Cancellation notices provided after the Rescission Period may result in an additional month(s) of service with IGS Energy at the Program Price, which I agree to pay, as the effective date of all cancellations are subject to EDC guidelines. I understand that if I switch my service to another supplier or back to the EDC an EDC switching fee may apply under the EDC's tariff and if I return to the EDC sales service I may not be served under the same rates, terms, and conditions that apply to other customers served the EDC.

**Contact and Dispute Resolutions:** In the event of a billing dispute or issues regarding volume or metering, I should contact the EDC at the number listed on their bill. For other questions or concerns about pricing, I can contact the IGS Energy choice department by phone weekdays from 8:00 a.m. to 8:00 p.m. ET at 877-353-0162, by fax 1-800-584-4839, in writing at P.O. Box 9060, Dublin, OH 43017, or through their web site at [www.IGSEnergy.com](http://www.IGSEnergy.com). Also, I can contact IGS Energy through e-

mail at [choice@IGSEnergy.com](mailto:choice@IGSEnergy.com). If my questions or concerns or complaint are not resolved after I have called IGS Energy or my EDC, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio 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). The Ohio Consumer's Counsel ("OCC") represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from 8 a.m. to 5 p.m. weekdays, or at <http://www.pickocc.org>

**Assignment:** This Agreement is assignable by IGS Energy without my consent subject only to required regulatory approvals. IGS Energy will use its best efforts to give the EDC and me thirty (30) days written notice prior to any assignment.

**Billing:** For my convenience I will receive only one bill, which will be issued by the EDC each month and will contain IGS Energy's electric supply charge plus applicable taxes and all of the EDC's delivery and other applicable charges, including any late fees assessed by the EDC. I agree to continue to pay the EDC for the entire electric bill under the EDC's payment terms and conditions. If I fail to pay my bill within the EDC's payment terms, IGS Energy reserves the right to charge a monthly late fee of 1.5% of the amount past due, calculated from the EDC due date on my bill. I understand and agree that although I remit my payments to the EDC, ultimately if I fail to make my payment to the EDC for the electricity commodity component of my bill supplied by IGS Energy, I will owe the unpaid amount to IGS Energy in which case IGS Energy may bill me directly for unpaid balances and seek collection if necessary. Additionally, if I fail to timely pay my IGS Energy charges billed by either the EDC or IGS Energy, IGS Energy may in its sole discretion terminate this Agreement with fourteen (14) days written notice or require a security deposit in order to continue service under this Agreement.

I may request twice within a 12 month period, at no charge, up to 24 months of my payment history for services rendered by IGS Energy. Other than for operation, maintenance, assignment and transfer of my account or, where IGS Energy is performing billing services, or for collections, IGS Energy will not disclose my account number to any other third party without my affirmative written consent or electronic authorization or pursuant to a court or PUCO order and that, other than for credit checking and credit reporting, IGS Energy will not disclose my social security number without my affirmative written consent or pursuant to court order. I authorize IGS Energy to obtain my billing payment and usage history from the EDC.

**Moving/Termination:** I understand that this contract will automatically terminate, without penalty, if I relocate outside the EDC service territory or if I relocate within the current EDC service territory and the EDC assigns a new account number or Service Delivery Identifier ("SDI").

**Environmental Disclosure:** For electric customers, the approximate generation resource mix and environmental characteristics of the power supply that will be secured to provide services under this Agreement can be viewed at the IGS website - [igsenergy.com](http://igsenergy.com). I agree that IGS will make the required quarterly updates to the disclosure statement electronically on the IGS website. IGS will also provide the environmental disclosure statement upon my request.

**Eligibility / Limitation of Liability / Jurisdiction:** This Agreement is for only residential and non-mercantile commercial customers (see Ohio Revised Code 4928(A)(19)) in the AEP service territory. By entering into this Agreement, I represent and agree that the account(s) served by IGS Energy under this Agreement is (are) Residential or Non-Mercantile Commercial account(s) and that I am not an existing IGS Energy customer. IGS Energy reserves the exclusive right, at any time, to not enroll, or if I have been enrolled, to terminate my service locations that do not meet the preceding criteria and return me to the EDC (or previous IGS Energy product, whichever is applicable) with no penalty to IGS Energy. Also, I represent that I am current on my EDC bill at the time of enrollment with IGS Energy. If IGS Energy determines through the enrollment process with the EDC that I am not current on my EDC bill, IGS Energy can in its sole discretion, 1) void my enrollment without notice and without penalty to IGS Energy or 2) require a security deposit to be paid as a condition of enrollment. Furthermore, participation in the program is subject to the rules of the EDC and customers are sometimes terminated from the residential program either in error or for being in arrears. In such instances, I can contact the EDC to correct the problem and be reinstated in the residential program. Regardless of the reason for termination, in no case will the original term be extended for months that I was unable to participate nor will IGS Energy have any liability for any early termination or for any months that I was unable to participate in the program. IGS Energy assumes no liability or responsibility for losses or consequential damages arising from items associated with the EDC including, but not limited to: operations and maintenance of their system; any interruption of service; termination of service; or deterioration of service, nor does IGS Energy assume responsibility or liability for damages arising from any in-home or building damages and in addition shall not be responsible for any indirect, consequential, special or punitive damages whether arising under contract, tort (including negligence or strict liability) or any other legal theory. The parties agree that if issues relating to this Agreement cannot be resolved through the PUCO as detailed under "Contract and Dispute Resolution" above or if suit is filed, any legal action involving this Agreement shall be brought only in a court of the State of Ohio sitting in Franklin County, Ohio or the United States District Court sitting in Franklin County, Ohio. I submit to the personal jurisdiction in such courts and irrevocably waive any objections that I have or might have in the future to such courts as the proper forum for any and all actions arising under this Agreement. The parties agree that this Agreement shall be interpreted under the laws of the State of Ohio, regardless of Ohio's choice of law provisions.

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

**Commission of Ohio Docketing Information System on**

**9/20/2016 4:50:05 PM**

**in**

**Case No(s). 14-1351-EL-GAG**

Summary: Application Renewal Application electronically filed by Debra A Gaunder on behalf of Trebel LLC