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March 15, 2017

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

**RE: Electric Governmental Aggregator Application — Pultney Township, Belmont County, OH.**

**CASE #17-0772-EL-GAG**

Pultney Township is pleased to submit its application for electric governmental aggregator. The original application 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;
- Exhibit A-5 Experience

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



**Public Utilities  
Commission**

PUCO USE ONLY		
Date Received	Case Number	Version
	17-0772 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 Pultney Township

Address 448 West 26th Street, Bellaire, OH 43906

Telephone Number (740) 671-2691

Web site address (if any) \_\_\_\_\_

County Belmont

##### 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 Scott Belcastro (Tebel, LLC)

Title Principal

Business address 4067 Treeline Ct, Westerville, OH 43082

Telephone number (614) 425-4885

Fax (614) 417-0410

E-mail address scott@electricsuppliers.org

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

Name Scott Belcastro (Tebel, LLC)

Title Principal

Business address 4067 Treeline Ct, Westerville, OH 43082

Telephone number (614) 425-4885

Fax (614) 417-0410

E-mail address scott@electricsuppliers.org

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

Address 448 West 26th Street, Bellaire, OH 43906

Toll-free telephone number (877) 861-2772

Fax # (614) 417-0410

\* Mark Krupnik Trustee  
Signature of Applicant & Title

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

Mark Krupnik  
Signature of official administering oath

MARIA L. KRUPNIK  
Print Name and Title

MARIA L. KRUPNIK

NOTARY PUBLIC • STATE OF OHIO

My commission expires on Recorded in Belmont County

My commission expires Nov. 20, 2017

# AFFIDAVIT

State of Ohio :

Putney ss.  
(Town)

County of Belmont :

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

He/She is the TRUSTEE (Office of Affiant) of Putney Twp. (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.

Mark Beaville TRUSTEE  
Signature of Affiant & Title

Sworn and subscribed before me this 15th day of November, 2016  
Month Year

Marla L. Krupnik  
Signature of official administering oath

MARLA L. KRUPNIK  
Print Name and Title

My commission expires on MARLA L. KRUPNIK  
**NOTARY PUBLIC • STATE OF OHIO**  
Recorded in Belmont County  
My commission expires Nov. 20, 2017

**EXHIBIT A-2**

**AUTHORIZING ORDINANCE**

PULTNEY TOWNSHIP  
BELMONT COUNTY, OHIO

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ENERGY  
CONSULTING AND MANAGEMENT AGREEMENT WITH TREBEL, LLC

Pultney Township, Belmont County, Ohio ("Pultney Township") met in regular session  
on the 10<sup>th</sup> day of November, 2013 with the following members present:

Mark Colwell;  
Frank Shaffner  
Scott Portek

Scott Portek moved the adoption of the following Resolution:

PREAMBLE

WHEREAS, Trebel, a certified aggregator with the Public Utilities Commission of Ohio (PUCO), engages in the business of providing consulting services to aggregate and procure energy and/or energy-related services, products, and accounts; and,

WHEREAS, the Pultney Township desires Trebel to perform an independent analysis and review of the [Client's] electric and natural gas service usage and costs; and,

WHEREAS, the Pultney Township desires Trebel to perform an independent analysis and review of electric and natural gas service usage and costs for the possibility of aggregating the electric and natural gas requirements of the residents of Pultney Township and

WHEREAS, the Pultney Township will require assistance if the voters of Pultney Township approve the aggregation of their electric and natural gas requirements, and the Pultney Township desires Trebel to assist in the implementation of an aggregation program in the Township for retail electric loads and retail natural gas loads; and,

WHEREAS, the Pultney Township now wishes to authorize the execution of an Energy Consulting and Management Agreement engaging the services of Trebel for the above and related purposes,

NOW, THEREFORE, BE IT RESOLVED by the Pultney Township as follows:

**SECTION I:**

The Energy Consulting and Management Agreement with Trebel, a copy of which is attached hereto as Exhibit A, is hereby approved.

**SECTION II:**

All formal actions of the Pultney Township concerning and relating to the passage of this Resolution were adopted in an open meeting of the Pultney Township, and all deliberations of the Pultney Township and of any of its committees that resulted in such formal action took place in meetings open to the public in compliance with all legal requirements, including R.C. § 121.22.

**SECTION III:**

This Resolution shall be in full force and effect immediately upon adoption.

Mark Cervelli seconded the motion.

Voted on and signed this 10<sup>th</sup> day of November 2016 in Bellaire, Belmont County, Ohio.

**PULTNEY TOWNSHIP  
BELMONT COUNTY, OHIO,**

Mark Cervelli  
[Name] TRUSTEE  
[Title]

Tran Di P. Shoffy  
trustee

Scott L. P. A. Trustee  
[Name]

11-10-16  
Date

11/10/16  
Date



[Title] Scott LPA Trustee  
David C. Hoff Trustee  
Walter L. L. Trustee  
[Name]  
[Title]

11-10-16  
Date

State of Ohio, Belmont County

I, the undersigned Fiscal Officer of Pultney Township, Belmont County, Ohio, certify that the foregoing Resolution No. 2016-06 is taken and copied from the record of proceedings of \_\_\_\_\_, and that it has been compared by me with the resolution on the record and is a true copy. Further, I certify that the adoption of such resolution occurred in an open meeting held in compliance with section 121.22 of the Revised Code.

Date: 11/10-16

MAKLA L. KRUPNIK  
[Name]  
Pultney Township Fiscal Officer  
Belmont County, Ohio

1311-001.00357381v1

## **EXHIBIT A-3**

### **OPERATION AND GOVERNANCE PLAN**

**PULTNEY TOWNSHIP  
ELECTRIC  
GOVERNMENTAL AGGREGATION  
PROGRAM**

***OPERATION AND GOVERNANCE  
PLAN***

Prepared by:



**Adopted on November 10, 2016**

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## **I. Overview**

In November 2016, a majority of voters authorized Pultney Township (Township) to create a form of electric governmental aggregation known as “opt-out” aggregation and to create an opt-out electric governmental aggregation program (Aggregation Program) as provided under Section 4928.20 of the Ohio Revised Code. Under the opt-out Aggregation Program, all eligible electric consumers within the Township's limits will be automatically included in the Aggregation Program initially. However, all consumers will be given the opportunity to opt out of or decline participation in the Aggregation Program as detailed herein. Additionally, Participants who leave the Aggregation Program and wish to return, consumers who affirmatively choose to participate in the Aggregation Program, and consumers who move into the Township after the initial opt-out period will be afforded the opportunity to enroll in the Aggregation Program on an opt-in basis.

The purpose of the Aggregation Program is to represent local consumer interests in emerging competitive electric markets by combining electric needs within the Township's limits and negotiating affordable, reliable electric supplies and other related services on behalf of local consumers. The 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 electric 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 electric load requirements in order to obtain the best electric supply rate available for those who participate in the Aggregation Program, and to gain other favorable economic and non-economic terms in supply agreements. The Township and its Consultant, Trebel LLC, will not buy and resell electricity, but will act as agents for the Aggregation Program, representing the collective interests of the consumers in the Township to establish the terms and conditions for service. Through a negotiation process, the Township and its Consultant will develop a contract with a Competitive Retail Electric Service Provider (CRES Provider) or Providers for firm, all-requirements electric service. The contract will run for a fixed term.

The Aggregation Program covers the electric supply portion only of a Participant's electric bill. The electric distribution utility, American Electric Power (AEP), will continue to deliver electricity to Aggregation Program Participants' homes and businesses through its electric utility functions regulated by the Public Utilities Commission of Ohio (PUCO). Aggregation Program Participants should continue to call AEP if they experience an issue with their electric service or if they have billing questions. The PUCO will continue to oversee electric safety and reliability service standards.

## **II. Process**

Under an opt-out aggregation program, each eligible consumer within the 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 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 Aggregation Program will remain on AEP's Standard Service Offer for 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, consumers who affirmatively choose to participate in the Aggregation Program, and consumers who move into the Township after the initial opt-out period will be afforded the opportunity to enroll in the Aggregation Program on an opt-in basis. However, the Township cannot guarantee rates, terms, and conditions to consumers enrolling in the Aggregation Program after the initial 21-day opt-out period. Opt-in Participants enrolling in the Aggregation Program will execute a contract with the selected CRES Provider delineating the rates, terms, and conditions prior to being placed into the Aggregation Program. Consumers may contact the Township's Consultant or CRES Provider to obtain current enrollment information and applicable contract.

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

The Township developed this Plan of Operation and Governance in compliance with Ohio law regarding governmental aggregation programs and opt-out governmental aggregation of electric consumers.

After adoption of this Plan of Operation and Governance by resolution or ordinance pursuant to Section 4928.20 of the Ohio Revised Code, the Township will file such Plan with the PUCO and will likewise maintain its certification as a governmental aggregator

with the PUCO and its registration as a governmental aggregator with the applicable electric distribution utility.

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

#### **A. Definitions**

1. **Aggregation:** Combining the electric load requirements of multiple customers for the purpose of supplying or arranging for the supply of competitive retail electric service to those customers.
2. **Aggregation Program Manager or Consultant:** The individual or company retained by the Township to oversee the operation and management of the 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, 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 utility which supplies or offers to supply competitive retail electric service over a electric utility's transmission and/or distribution system.
5. **Consumer:** Any person or entity that is an end user of electricity and is connected to any part of the applicable electric utility's transmission or distribution system within the 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 system reliability and responding during emergencies and outages.
7. **Distribution:** The delivery of electricity to a consumer's home or business through an electric distribution utility's infrastructure and other equipment. Electric utilities' distribution system operations are regulated by the PUCO.
8. **Electric Supply Charge:** All charges related to the supply of electricity by the CRES Provider.

9. **Governmental Aggregator:** An incorporated township 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.
10. **Ohio Consumers' Counsel (OCC):** 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.
11. **Participant:** An eligible consumer enrolled in the Township's Aggregation Program.
12. **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.
13. **Standard Service Offer:** The electric generation service a consumer will receive from its default electric distribution utility if the customer does not choose a CRES Provider.

**B. Aggregation Program Management**

Due to the complexity of the electric utility industry, the Township has entered into an Energy Management and Consulting Agreement with the Consultant to provide the necessary expertise to represent the Township's interests 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 Township's electric service usage and costs, and providing consulting services to aggregate and procure electric and/or related services, products, and accounts, and representing the 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 paid to the Township or its Consultant to fund the implementation and administration of the Township's Aggregation Program, including consulting fees. The administrative fee may be adjusted annually to cover the Township's cost of administering the program.

Oversight of the Aggregation Program will be the responsibility of the Township's Consultant, in consultation with the Township. The Consultant, in

consultation with the 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 Township.

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

Neither the Township nor its Consultant will buy and resell electricity to Aggregation Program Participants. The Township, through its Consultant, will negotiate with potential CRES providers to provide affordable, reliable electricity supply, and other related services on behalf of local consumers. The Township will consider cooperating with other governmental aggregators if it appears beneficial to do so.

Through a negotiation process driven by its Consultant, the 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 Township will contract only with a CRES Provider that possesses, at a minimum, the following criteria:

1. Is certified as a CRES Provider by the PUCO;
2. Is registered with the applicable electric distribution utility;
3. Has entered into a service or supply agreement with the applicable electric distribution utility as established by the PUCO;
4. Will maintain a database of Aggregation Program Participants, which will include all necessary information for the CRES Provider, Township, and Consultant to serve and manage the Aggregation Program;
5. Meets standards of creditworthiness established by the Township at the Township's discretion;
6. 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;
7. Holds the Township harmless from any financial obligations arising from offering natural gas and/or related services to Aggregation Program Participants; and
9. Will assist the 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 and contain all pricing, charges, switching fees, etc. in clear and easily understandable terms.



The 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 Township, through its Consultant, will aggregate electric load requirements within the Township's applicable boundaries (including Township facilities if appropriate) 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 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 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 Township.

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

The electric distribution utility, AEP, assigns customer rate classifications, character of service, and associated regulated rates subject to PUCO-approved tariffs. In addition to the CRES Provider's supply charges, consumers will continue to be billed for AEP's service and delivery charges. Although the 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 Township to offer its Aggregation Program to all eligible customers for which the CRES Provider can offer potential savings and/or other benefits compared to the electric distribution utility's avoidable costs or price to compare.

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

The Township or its Consultant shall request the electric distribution utility to provide current customer information for all customers within the 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 usage 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 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 potential savings and/or other benefits

#### **G. Initial Consumer Notification and Enrollment**

After contract approval by the Township and its Consultant, the CRES Provider will work with the Township, its Consultant, and the electric distribution utility to identify all eligible consumers within the 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 Township or CRES Provider 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 Service e Offer for generation service unless or until such time as they select an approved CRES Provider.

Consumers may opt out of the Aggregation Program by returning a post card or form, by calling a toll free number, or by other means as provided in the opt-out letter.

After the initial 21-day opt-out period has elapsed, all eligible consumers who have not notified the 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 Township's boundaries, customers who are already in contract with a CRES provider, nonresidential customers who qualify as "mercantile customers" under PUCO rules, Percentage of Income Payment Plan (PIPP) consumers or consumers taking service under a similar or successor program, 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.

Eligible 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 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 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 Service Offer 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 identification number, and other pertinent information as agreed upon by the Township, Consultant, and the CRES Provider. Such information may include the CRES Provider's account number (if different from utility account number), rate code, rider code (if applicable), most recent 12 months of electric consumption, and meter reading cycle. The Aggregation Program database will be updated at least quarterly. The Township and/or its Consultant will have the right to access information in the database for purposes of auditing.

The CRES Provider will provide and maintain the required 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 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, consumers who affirmatively choose to participate in the Aggregation Program, and consumers who move into the Township after the initial opt-out period will be afforded the opportunity to enroll in the Aggregation Program on an opt-in basis. However, the Township cannot guarantee rates, terms, and conditions to consumers enrolling in the Aggregation Program after the initial 21-day opt-out period. Opt-in Participants enrolling in the Aggregation Program will execute a contract with the selected CRES Provider delineating the rates, terms, and conditions prior to being placed into the Aggregation Program. Consumers may contact the Township's Consultant or CRES Provider to obtain current enrollment information and applicable contract.

Participants who relocate within the Township limits and retain the same electric distribution utility account number will be allowed to continue in the Aggregation Program at their new location under the same terms and conditions as their former location, provided the electric distribution utility rate classification is the same at both locations, and subject to any switching fees imposed by the consumer's 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 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 the electric distribution utility's delivery and other PUCO-approved charges. The billing statement will be consistent with applicable PUCO rules and regulations. The 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 purchase or 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 transmission and distribution system.

Participants with questions 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 the electric distribution utility. Meter reading or other billing questions should also be directed to the electric distribution utility. 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 Township's Consultant.

Question or Concern	Contact	Phone Number
Service interruption or safety concern	Electric Distribution Utility--AEP	1-800-672-2331
Connect/disconnect service	Electric Distribution Utility-- AEP	1-800-672-2331
Meter reading/billing	Electric Distribution Utility-- AEP	1-800-672-2331
Enrollment in or opting out of Aggregation Program	CRES Provider OR Township's Consultant, Trebel LLC	1-888-XXX-XXXX 1-877-861-2772
Aggregation Program Questions or Concerns	Township's Consultant, Trebel LLC	1-877-861-2772
Unresolved disputes	PUCO	1-800-686-7826 (voice) 1-800-686-1570 (TDD)

#### **M. Reliability and Indemnification of Consumers**

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



**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 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 regulations governing natural gas service, and the applicable natural gas utility's approved tariffs.

Service under the Aggregation Program shall be available to all eligible customer classes. CRES Provider contracts shall also contain non-discrimination provisions to ensure the 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 distribution utility's Standard Service Offer 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 distribution utility's Standard Service Offer or select another approved CRES Provider.

July, 15, 2014

**Government Entity Natural Gas Government Aggregation Program with XYZ Supplier**

Dear Government Entity Resident,

Government Entity is providing you with the opportunity to join with other residents to save money on the natural gas you use. Savings are possible through a concept called government aggregation, where Township officials bring together citizens to gain group-buying power for the purchase of natural gas from a retail supplier certified by the Public Utilities Commission of Ohio. Township voters approved this program in May 2014.

During the past few months, we have researched options for competitive natural gas pricing for you. We have chosen XYZ Supplier (XYZ SUPPLIER), an Ohio based corporation to provide you with natural gas for the term of October 2014 through September 2015.

**You will be automatically enrolled in the Township's Natural Gas Governmental Aggregation Program unless you choose to "opt out"**—that is, affirmatively choose not to participate. If you wish to be excluded from the program you must return the enclosed "Opt-Out" form by July XX, 2014. Otherwise, you will be included in the aggregation program. If you do not opt out at this time, you will receive a notice at least once every 2 years asking if you wish to remain in the program. However, you do not need to do anything to participate. There is no cost for the enrollment and you will not be charged a switching fee.

XYZ SUPPLIER has offered to provide natural gas to Aggregation Members at a monthly variable rate equal to: the NYMEX month end close plus either (1) a guaranteed XX% off Columbia Gas SCO adder, or (2) a guaranteed XX% off Vectren's SCO adder, depending on which utility services your property. In addition there are no early termination penalties if you decide to leave this offer.

After you become a participant in the Township's natural gas aggregation program, Columbia or Vectren, as applicable, will send a letter confirming your selection of XYZ SUPPLIER as your natural gas provider. As required by law, this letter will inform you of your option to cancel your enrollment with XYZ SUPPLIER within seven business days of its postmark date. To remain in the Township's government aggregation program, you don't need to take any action when this letter arrives. You will be automatically enrolled.

Columbia or Vectren, as applicable, will always be responsible for ensuring the distribution of natural gas to your premises and will continue to maintain your meter, the monthly reads and the lines that deliver natural gas to your home. Your natural gas bill will also continue to come from Columbia or Vectren. The only change you'll notice is savings and the name of your new gas supplier, XYZ SUPPLIER, included on your bill.

If you have any questions, please call XYZ SUPPLIER toll free at 1-800-XXX-XXXX, Monday through Friday, 8:30 a.m. to 4:30 p.m.

Regards

Government Entity Trustees

President, XYZ Supplier

Address  
Supplier web address

**OPT-OUT FORM – RESIDENTIAL NATURAL GAS GOVERNMENTAL AGGREGATION PROGRAM**

Option 1: Do nothing and save.

If you want to participate in this program and save, you do not need to return this form. Your enrollment is automatic.

**OR**

Option 2: Opt out by returning this form.

If you do not want to participate in this program and save, you must return this form before the due date.

☐

I wish to opt out of my community's natural gas savings program. (Check box to opt out.)

Service address (City, state and zip): \_\_\_\_\_

Phone number: \_\_\_\_\_

Account holder's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Mail by September XX, 2013 to: Gov. Entity Natural gas Governmental Aggregation Program, ADDRESS of Supplier

Address  
Supplier web address



## EXHIBIT A-5

### EXPERIENCE

Trebel Inc.

## Exhibit A-5 "Experience"

### Applicant's Experience and Plan for Providing Aggregation Services:

Due to the complexity of governmental aggregation, the applicant Pultney Township "Township" will rely on the energy consulting services of Trebel, LLC to assist them in designing, implementing and maintaining the Program. Trebel, LLC is a PUCO certified Electric Aggregator/Broker (certificate #14-867E(1)) and Natural Gas Aggregator/Broker (certificate #12-267G(1)). Trebel, LLC has experience in managing numerous governmental programs in the Ohio market.

Below is a detailed summary of services being provided:

Broker shall provide energy related Services, including but not limited to the following:

- Assist with the preparation and submission of Governmental Aggregation application for the Public Utilities of Ohio ("PUCO");
- Assist with preparation of resolutions, public notices, Plan of Operations and Governance, and communications with residents;
- Evaluate existing electric and or natural gas costs and rates and provide market expertise;
- Where applicable prepare Request of Proposal (RFP);
- Assist with usage data collection and verification;
- Pre-screen all energy suppliers and act as point of contact;
- Work directly with suppliers to meet all requirements related to local governments aggregation plan. This includes preparation of all notifications required to be sent to participants;
- Act as an exclusive sourcing agent with the suppliers;
- Assist with preparation of ongoing reporting requirements of the PUCO; and

Trebel, LLC is a national energy consulting company serving commercial, governmental, small business and residential clients primarily throughout the deregulated energy markets. Our primary mission is to help clients by lowering their energy supply cost, increase site efficiency and leverage state and federal incentive opportunities.

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

**Commission of Ohio Docketing Information System on**

**3/15/2017 1:38:16 PM**

**in**

**Case No(s). 17-0772-EL-GAG**

Summary: Application electronically filed by Scott Belcastro on behalf of Pultney Township, Belmont County, OH.