



800.735.0359
EnergyAlliances.com

February 12, 2018

Public Utilities Commission of Ohio
Docketing Division, 11th Floor
180 East Broad Street
Columbus, OH 43215-3793

RE: Electric Governmental Aggregator Application – Batavia Township, Clermont County, Ohio

Dear Sir/Madam:

Enclosed please find a Certification Application, Ohio Natural Gas Governmental Aggregation to Provide Electric Governmental Aggregation Service for Batavia Township, Clermont County, Ohio.

As Batavia Township's energy consultant, please feel free to contact me with any questions or concerns at 304-769-8921.

Thank you in advance for your assistance in this regard.

Sincerely,

Brenda G. Coffey
Aggregation Specialist
Energy Alliances, Inc.

Enclosures

BATAVIA TOWNSHIP, CLERMONT COUNTY, OHIO

EXHIBIT A-1 "APPLICATION"

4 Pages



Public Utilities
Commission

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

CERTIFICATION APPLICATION FOR ELECTRIC GOVERNMENTAL AGGREGATORS

Please print or type all required information. Identify all attachments with an exhibit label and title (Example: Exhibit A-5 Experience). All attachments should bear the legal name of the Applicant and should be included on the electronic copy provided. Applicants should file completed applications and all related correspondence with: Public Utilities Commission of Ohio, Docketing Division, 180 East Broad Street, Columbus, OH 43215-3793.

This PDF form is designed so that you may input information directly onto the form.

You may also download the form, by saving it to your local disk, for later use.

A. APPLICANT INFORMATION

A-1 Applicant's name, address, telephone number, and web site address

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

Name Batavia Township, Clermont County

Address 1535 Clough Pike, Batavia, OH 45103

Telephone Number 513-732-3888

Web site address (if any) WWW.BATAVIATownship.org

County Clermont County

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

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

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

A-4 **Exhibit A-4 "Automatic Aggregation Disclosure"** provide a copy of the disclosures required by Section 4928.20(D) of the Revised Code, if its aggregation program provides for automatic aggregation in accordance with Section 4928.20(A) of the Revised Code

A-5 **Exhibit A-5 "Experience"** provide a detailed description of the applicant's experience and plan for providing aggregation services, including contracting with retail generation providers, providing billing statements, responding to customer inquiries and complaints, and complying with all applicable provisions of commission rules adopted pursuant to section 4928.10 of the Revised Code.

A-6 **Contact person for regulatory or emergency matters**

Name Rex Parsons
Title Township Administrator
Business address 1535 Clough Pike, Batavia, OH 45103
Telephone number 513-732-3888 Fax 513-732-3988
E-mail address rparsons@bataviatownship.org

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

Name Mark Bishop
Title Vice President, Energy Alliances, Inc,
Business address 8469 Blue Ash Road, Suite 1, Cincinnati, OH 45236
Telephone number 513-794-5555 Fax 888-735-0359
E-mail address mbishop@energyalliances.com

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

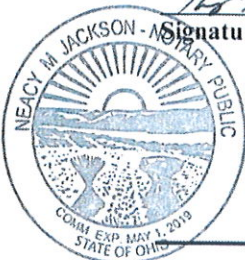
Address 8469 Blue Ash Road, Suite 1, Cincinnati, OH 45236
Toll-free telephone number 800-735-0359
Fax # 888-735-0359

Rex A Parsons Administrator
Signature of Applicant & Title

Sworn and subscribed before me this 9 day of February, 2018
Month Year

Neacy M Jackson
Signature of official administering oath

Neacy M Jackson Notary
Print Name and Title



My commission expires on May 1, 2019

AFFIDAVIT

State of Ohio :

BATAVIA Twp.
(Town)

County of Clermont:

Rex A. Parsons, Affiant, being duly sworn/affirmed according to law, deposes and says that:

He/She is the ADMINISTRATOR (Office of Affiant) of BATAVIA 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.

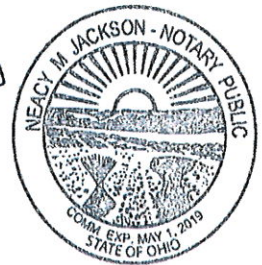
Rex A. Poulton, Administrator
Signature of Affiant & Title

Sworn and subscribed before me this 9 day of February, 2018
Month Year

[Signature]
Signature of official administering oath

Neacy M Jackson Notary
Print Name and Title

My commission expires on May 1, 2019



BATAVIA TOWNSHIP, CLERMONT COUNTY, OHIO

EXHIBIT A-2 "AUTHORIZING ORDINANCE"

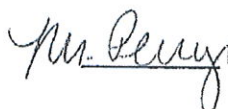
AUTHORIZING ORDINANCE – 3 Pages

CERTIFICATE OF ELECTION RESULTS – 1 Page

BOARD OF TOWNSHIP TRUSTEES
BATAVIA TOWNSHIP
CLERMONT COUNTY, OHIO

The Board of Township Trustees met in regular session this 7th day of August, 2017, with the following members present:

James E. Sauls, Jr.
Bill Dowdney
Randy Perry

 introduced the following resolution and moved its passage:

RESOLUTION 08-02-2017

A RESOLUTION AUTHORIZING ALL ACTIONS NECESSARY TO EFFECT A GOVERNMENTAL ELECTRIC TOWNSHIP AGGREGATION PROGRAM WITH OPT-OUT PROVISIONS PURSUANT TO SECTION 4928.20, OHIO REVISED CODE, DIRECTING THE CLERMONT COUNTY BOARD OF ELECTIONS TO SUBMIT A BALLOT QUESTION TO THE ELECTORS.

WHEREAS, the Ohio Legislature has enacted electric deregulation legislation which authorizes the legislative authorities of municipal corporations, townships and counties to aggregate automatically, pursuant to Section 4928.20 of the Ohio Revised Code, subject to opt-out provisions, competitive electric service for the retail electric loads located in the respective jurisdictions and to enter into service agreements to facilitate the sale and purchase of the service for the electric loads; and

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

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

WHEREAS, the Batavia Township Board of Trustees (hereinafter "Board") seeks to establish a governmental aggregation program with opt-out provisions pursuant to Section 4928.20, Ohio Revised Code (the "Aggregation Program") for the residents, businesses and other electric customers in Batavia Township and in conjunction jointly with any other municipal corporation, township, county or other political subdivision of the State of Ohio, as permitted by law.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF BATAVIA TOWNSHIP, CLERMONT COUNTY, STATE OF OHIO:

SECTION 1. This Board of Trustees finds and determines that it is in the best interest of Batavia Township, its residents, businesses and other electric consumers located within the corporate limits of Batavia Township to establish the Aggregation Program in Batavia Township. Provided that this Resolution and the Aggregation Program is approved by the electors of Batavia Township pursuant to Section 2 of this Resolution, Batavia Township is hereby authorized to aggregate in accordance with

Section 4928.20, Ohio Revised Code, the retail electric loads located within Batavia Township, and, for that purpose, to enter into service agreements to facilitate for those loads the sale and purchase of electric. Batavia Township may exercise such authority jointly with any other municipal corporation, township or county or other political subdivision of the State of Ohio to the full extent permitted by law. The aggregation will occur automatically for each person owning, occupying, controlling, or using an electric load center proposed to be aggregated, other than mercantile customers, and will provide for the opt-out rights described in Section 3 of this Resolution.

SECTION 2. The Board of Elections of Clermont County is hereby directed to submit the following question to the electors of Batavia Township at the general election on November 7, 2017.

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

The Fiscal Officer of this Board of Trustees is instructed immediately to file a certified copy of this Resolution and the proposed form of the ballot question with the County Board of Elections not less than ninety (90) days prior to November 7, 2017. The Aggregation Program shall not take effect unless approved by a majority of the electors voting upon this Resolution and the Aggregation Program provided for herein at the election held pursuant to this Section 2 and Section 4928.20 of the Ohio Revised Code.

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

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

SECTION 5. Notice of the adoption of this Resolution shall be given for two weeks by publication pursuant to Ohio Revised Code Section 7.16.

SECTION 6. This Resolution is hereby declared to be an emergency measure necessary for immediate preservation of the health, safety and welfare of the citizens of Batavia Township and shall take effect immediately. The reason for the emergency is to meet the filing deadline with the Clermont County Board of Elections.

BE IT FURTHER RESOLVED that this Board, upon majority vote, does hereby dispense with the requirement that this Resolution be read on two separate days, and hereby authorizes the adoption of this Resolution upon its first reading.

BE IT FURTHER RESOLVED that this Board hereby finds and determines that all formal actions relative to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of its committees which resulted in formal action were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

BE IT FURTHER RESOLVED that this Resolution is the subject of the general authority granted to the Board of Trustees through the Ohio Revised Code and not the specific authority granted to the Board of Trustees through the status as a Limited Home Rule Township.

BE IT FURTHER RESOLVED that this Resolution shall be effective on the earliest date allowed by law.

Mr. Dowdney seconded the motion, and the roll being called upon the question of passage, the vote resulted as follows:

Mr. Sauls yes Mr. Dowdney yes Mr. Perry yes

CERTIFICATION

The undersigned, duly elected and acting Fiscal Officer of Batavia Township, Clermont County, Ohio, hereby certifies that the foregoing is a true copy of a Resolution duly passed at a regular meeting of the Board of Township Trustees of said Township on the 7th day of August, 2017, together with a true record of the roll call vote thereon, and that said Resolution has been duly entered upon the Journal of said Township.

This 7th day of August, 2017.

Jennifer Haley
Jennifer Haley, Fiscal Officer

| | |
|-----------------------|---|
| Over Votes | 0 |
| Under Votes | 6 |

5. New Richmond Elecricity Aggregation
(WITH 2 OF 2 PRECINCTS COUNTED)

| | | |
|-----------------------|-----|-------|
| YES | 253 | 48.19 |
| NO. | 272 | 51.81 |
| Over Votes | 0 | |
| Under Votes | 24 | |

6. Newtonsville Current Expenses
(WITH 1 OF 1 PRECINCTS COUNTED)

| | | |
|-------------------------------|----|-------|
| FOR THE TAX LEVY | 26 | 41.27 |
| AGAINST THE TAX LEVY. | 37 | 58.73 |
| Over Votes | 0 | |
| Under Votes | 2 | |

7. Williamsburg C - Marathon Sunday
(WITH 1 OF 1 PRECINCTS COUNTED)

| | | |
|-----------------------|----|-------|
| YES | 94 | 51.93 |
| NO. | 87 | 48.07 |
| Over Votes | 0 | |
| Under Votes | 3 | |

8. Batavia Twp. Electricity Aggregation
(WITH 16 OF 16 PRECINCTS COUNTED)

| | | |
|-----------------------|-------|-------|
| YES | 1,731 | 58.94 |
| NO. | 1,206 | 41.06 |
| Over Votes | 24 | |
| Under Votes | 195 | |

9. Batavia Township Gas Aggregation
(WITH 16 OF 16 PRECINCTS COUNTED)

| | | |
|-----------------------|-------|-------|
| YES | 1,707 | 58.70 |
| NO. | 1,201 | 41.30 |
| Over Votes | 22 | |
| Under Votes | 226 | |

10. Jackson Township Fire and EMS
(WITH 3 OF 3 PRECINCTS COUNTED)

| | | |
|-------------------------------|-----|-------|
| FOR THE TAX LEVY | 384 | 67.37 |
| AGAINST THE TAX LEVY. | 186 | 32.63 |
| Over Votes | 1 | |
| Under Votes | 6 | |

11. Monroe Township Electric Aggregation
(WITH 6 OF 6 PRECINCTS COUNTED)

| | | |
|-----------------------|-----|-------|
| YES | 673 | 56.51 |
| NO. | 518 | 43.49 |
| Over Votes | 2 | |
| Under Votes | 40 | |

12. Monroe Township Gas Aggregation
(WITH 6 OF 6 PRECINCTS COUNTED)

| | | |
|-----------------------|-----|-------|
| YES | 636 | 54.73 |
| NO. | 526 | 45.27 |
| Over Votes | 1 | |
| Under Votes | 70 | |

13. Local Option - Monroe Township D
DJs General Store Sunday



BATAVIA TOWNSHIP, CLERMONT COUNTY, OHIO
EXHIBIT A-3 "OPERATION AND GOVERNANCE PLAN"

AFFIDAVIT OF PUBLICATION – 1 Pages

PLAN OF OPERATION AND GOVERNANCE – 5 Pages

RESOLUTION TO ADOPT PLAN OF OPERATION AND GOVERNANCE – 2 Pages

PUBLIC NOTICE:
PUBLIC HEARING
ON BATAVIA TOWNSHIP
ELECTRIC AGGREGATION
PROGRAM PLAN
OF OPERATION
AND GOVERNANCE

The Board of Trustees of Batavia Township, Clermont County, Ohio will hold two public hearings on the Township's Electric Aggregation Program Plan of Operation and Governance. The hearings will be held at 3:30 p.m. and 6:30 p.m. on January 16, 2018. Both hearings will take place at the Batavia Township Hall located at 1535 Clough Pike, Batavia, OH 45103.

On November 7, 2017, Batavia Township voters passed Electric Aggregation which authorizes the Township to form a governmental electric aggregation program for the purchase of electricity on behalf of the Township residents. The Township shall submit its Plan of Operation and Governance to the Public Utilities Commission of Ohio (PUCO) pursuant to PUCO Regulation and Ohio law. The Township shall develop an opt-out aggregation program following the procedures set forth in Ohio Revised Code Section 4928.20.

Subject to the final approval of the Township Board of Trustees, the Township will enter into an Electric Supply Agreement with the selected supplier. The Electric Supply Agreement may provide a fixed rate, a capped rate and/or a variable rate for eligible customers that provide more price certainty and stability than the rates currently offered by Duke Energy-Ohio. The offer is anticipated to begin with the June 2018 meter read, and is expected to be for a 1, 2 or 3-year term.

All eligible customers (Duke Energy-Ohio customers) to be included in the Township's aggregate will be included unless they opt out. All customers eligible to be included in the Township's aggregate will receive a mailing notifying them of their right to opt out. The Notice will fully explain the rates, terms and conditions, and general information regarding the Program. If a customer does not wish to be included in the program, the customer will have 21 days to opt out of the program free of charge by returning an enclosed post card, visiting the supplier's website for the Township or calling a toll-free telephone number. If you are currently enrolled in another program, you will not receive a notice for this program and will not be enrolled.

New customers moving into the Township will be included in the aggregate unless they exercise their right to opt out of the aggregate. Customers moving within the Township will retain their status at the original rate.

Aggregate customers will continue to receive one bill from Duke Energy-Ohio.

CS 12-28-17, 1-4-18

The State of Ohio Clermont County, ss:

Personally appeared before me, the undersigned authority, within and for said County, DIANNA FISCHER, Chief Financial Officer.

The Clermont Sun

a weekly newspaper published and of general circulation in said County, and made oath that the annexed advertisement was published in said newspaper once a week for 2 consecutive numbers, commencing on the 28th day of Dec, A.D., 2017 and that each insertion was upon the same day of each week, viz: Thursday.

Dianna Fischer

Charges, \$ 236.26

Sworn to and described before me, this

4th day of January
A.D., 2018



Anthony S Adams
Notary Public, State of Ohio
My Commission Expires May 31, 2020

BATAVIA TOWNSHIP, CLERMONT COUNTY, OHIO

PLAN OF OPERATION AND GOVERNANCE

Electric Governmental Aggregation

Introduction. On November 7, 2017, a majority of the voters in Batavia Township, Clermont County, OH approved a referendum that authorized Batavia Township ("the Community") to pursue Automatic Governmental Aggregation. After the Community held two public hearings on the matter, the Community approved this Plan of Operation and Governance as prescribed by Section 4928.20(C) of the Ohio Revised Code. The Community has developed this Plan of Operation and Governance ("Plan of Operation") in accordance with the governmental aggregation provisions in Sections 4901:1-21-16 Ohio Administrative Code. Once certified as a Governmental Aggregator, the Community will be authorized to combine multiple retail electric customer loads within its geographic boundaries (the "Aggregation") for the purpose of facilitating the purchase of electric supply in Ohio's competitive retail electric market.

Governmental Aggregation Services. The Community, as a Governmental Aggregator, will serve as purchasing agent for the Aggregation. As purchasing agent, the Governmental Aggregator shall (i) select a Competitive Retail Electric Service Provider ("Provider") to supply the Aggregation, (ii) negotiate the terms of supply between the Provider and each Aggregation participant, and (iii) oversee the enrollment procedures administered by the Provider.

The Contract. The supply contract negotiated by the Governmental Aggregator for the Aggregation (the "Contract") shall be for firm, full-requirements supply. Each Aggregation participant will be individually bound to the Provider by the terms of the Contract, and will be solely responsible for payment and performance. The electric supply charges for the Aggregation are included in the Contract that will be negotiated by the Governmental Aggregator. All electric supply charges will be fully and prominently disclosed in consumer enrollment materials (such as the Opt-out Notice), available on the Provider's website, and available by calling the Provider's toll-free customer service telephone number. The surcharge authorized under Section 4928:20 will not be charged.

Eligibility, Opt-out Disclosures, and Pooling Accounts. The Community will work with the Provider to adhere to the requirements of Section 4901:1-21-17 of the Ohio Administrative Code in creation of the opt-out disclosure. The Community, or a party authorized by the Community, will request from the local electric distribution utility (the "Utility") a list of all customers residing within the Community's boundaries, including those who have opted off the pre-enrollment list. Per Section 4901:1-21-17(D)(1)(a), the list will include an updated list of names, addresses, account numbers, rate codes, percentage of income plan (PIPP) codes, load data and other related customer information, consistent with information that is available to Providers. The following customers are not eligible: customers already under contract with a certified electric services company; customers that have a special contract with the Utility; customers that are not located within the Governmental Aggregator's boundaries; customers on PIPP, customers that have not opted out of the aggregation, and mercantile customers that have not provided affirmative consent. It is the intention of the Community to offer its Aggregation Program to all eligible residential and non-mercantile customers in all customer classifications and in all

rate categories. The Community realizes that factors such as consumption patterns and peak demand impact rate classes differently. Consequently, some customers may not benefit by a particular rate offer. Therefore, all customers will be afforded the opportunity to opt-out of the Program at least every three (3) years without paying an early termination fee. Using this list of eligible accounts, the Provider, with the assistance of the Governmental Aggregator, will review the list to verify that the eligible accounts are located within the geographic boundaries of the Community and that an area within the Community boundaries has not been inadvertently filtered from the list. The Provider will also remove from the eligible list those customers who appear on the "do not aggregate" list as stated under division (c) of Section 4928.21 of the Revised Code. Within thirty (30) days of receipt of the list from the utility, the Provider, with assistance from the Governmental Aggregator, will prepare and mail an "Opt-out Notice" to each account that remains on the eligible list after it has been reduced as noted above. The Opt-out Notice will inform the eligible account holder that the Governmental Aggregator has formed an automatic (or "Opt-out") aggregation, provide the price for the electric supply to the Aggregation and other terms and conditions of service, and explain how the account holder can decline participation in the Aggregation.

As required by 4901:1-21-17 of the Ohio Administrative Code, the Opt-out Notice will indicate that the account holder has twenty-one (21) days to affirmatively respond by telephoning a toll-free number or returning a postcard to the Provider that is included in the Opt-out Notice.

The Provider will receive all Opt-out requests and any Opt-out Notices that were undeliverable by mail, and will remove those accounts from the eligible account list. Upon completion of the twenty-one (21) day Opt-out period, the Provider will notify the Utility of the remaining accounts that will form the Aggregation, and through an electronic data interchange transaction, enroll the Aggregation. Upon enrollment, each participant will receive an enrollment notice from the Utility that will indicate that the enrollee may rescind its participation in the Aggregation by contacting the Utility within seven (7) calendar days.

In addition to the initial twenty-one (21) day Opt-out period, each participant will be provided an opportunity to opt-out every three years without paying an early termination fee.

Billing. Aggregation participants will receive a single, monthly bill from the Utility, which will include charges from the Provider for its electric supply, as well as the Utility distribution charges. Aggregation participants will be billed according to their Utility billing cycle.

Credit, Collections and Deposits. The Utility's credit and collection policy and policies regarding deposits will apply to the Aggregation participants and shall be administered by the Utility. Neither the Governmental Aggregator, nor the Provider will implement additional policies with respect to credit, deposits and collections.

Concerns and Complaints. Aggregation participants will have multiple means of communicating concerns and reporting complaints. As a general rule, concerns regarding service reliability and billing should be directed to the Utility. The Utility will continue to read meters, handle billing, and generally have the most information about the physical service to a location or account. Questions regarding the administration of the Aggregation should be directed to the Provider. The Provider's customer service

center will, at a minimum, be available by telephone Monday through Friday between the hours of 8:00 am to 7:00 pm ET. Any unresolved disputes should be directed to the Public Utilities Commission of Ohio and/or the Ohio Consumers Council. As a convenience, below is a list of helpful toll-free telephone numbers.

| <u>Nature of Complaint</u> | <u>Contact</u> | <u>Phone Number</u> |
|-------------------------------|-----------------------------|---------------------|
| Outages/Emergencies | Duke Energy-Ohio | 1-800-634-4300 |
| Service turn on/off | Duke Energy-Ohio | 1-800-544-6900 |
| Billing Disputes | Duke Energy-Ohio | 1-800-544-6900 |
| Price/Joining/Leaving Program | Provider Customer Service | TBD |
| Program Regulatory Questions | Provider Customer Service | TBD |
| Unresolved Disputes | Public Utilities Commission | 1-800-686-7826 |
| Unresolved Disputes | Ohio Consumers Council | 1-877-742-5622 |

The Provider will attempt to resolve all customer complaints in a timely and good faith manner. The Provider shall investigate and provide a status report to the customer when the complaint is made directly to them and/or the Community within three (3) business days following the Provider's receipt of the complaint. Or in the case of a Public Utilities Commission of Ohio ("PUCO") complaint the Provider will investigate and provide a status report to the customer and PUCO staff within three (3) business days following Provider's receipt of the complaint. If an investigation into a complaint received from the customer or a complaint referred by the PUCO is not completed within ten (10) business days, then a status report will be given to the customer, and, if applicable, the PUCO. These status reports will be given every three (3) business days until the investigation is complete, unless the action that must be taken takes longer than three (3) business days and the customer has been notified. Final results of a PUCO-referred complaint will be provided to the PUCO either orally (phone) or in writing (e-mail, written correspondence), no later than three (3) business days after the investigation is completed. The final results will be provided in writing to the customer no later than three (3) business days after the investigation is completed. Customers retain the right to contact the PUCO regarding complaints and disputes. All customers have the right to contact the PUCO by writing to Public Utilities Commission of Ohio, ATTN: IAD, 180 E. Broad St., Columbus, OH 43215-3793; by fax to (614) 752-8351; through their website at www.puc.state.oh.us or by calling toll free (800) 686-7826 (VOICE) or 7-1-1 (TTY-TDD). Records of customer complaints will be retained for two (2) years after the occurrence of the complaint. A copy of the complaint record will be provided to the PUCO within three (3) business days, if requested.

Moving Within the Community. Aggregation participants who move from one location to another within the Community boundaries and retains the same account number, will remain an Aggregation participant and will receive the same price they would have received if their location had not moved.

An Aggregation participant who moves from one location to another within the Community boundaries and is assigned a new account number may enroll their new account in the Aggregation and receive the same price as they would have received if their location had not moved, provided the new account is eligible for Aggregation. An Aggregation participant who moves within the Community and receives a new account number may be dropped from the Aggregation by the Utility, but they will not be

charged an early termination fee from the Provider. If a participant is dropped from the Aggregation due to a move within the Community, the participant must contact the Provider to be re-enrolled within 60 days of being dropped.

Moving Outside of the Community. An Aggregation participant who moves out of the Community boundaries will no longer be eligible to participate in the Aggregation, but they will not be charged an early termination fee from the Provider.

Enrolling After the Opt-out Period. Residential and small business accounts located within the Community's boundaries that were initially eligible to join the Aggregation but chose to opt-out of the Aggregation, or otherwise weren't included in the Aggregation, may join the Aggregation after the expiration of the initial Opt-Out Period by contacting the Provider. The rate for those joining the Aggregation after the expiration of the Opt-out Period may be different from the rate negotiated for the Aggregation by the Government Aggregator.

If the Provider is able to offer to newly eligible customers the same price that is provided to the current Aggregation participants, the Provider may refresh the Aggregation by providing those who move into the Community the opportunity to be included automatically, rather than waiting until the next pricing term of the Contract. The process for refreshing the Aggregation with new enrollments would follow the process noted above for determining eligibility, providing Opt-out Notices, and pooling the accounts. (Current Aggregation participants and those who previously declined participation would not receive the Opt-out Notice intended only for newly eligible customers.)

RESOLUTION NO. 2-04-2018

A RESOLUTION TO ADOPT A PLAN OF OPERATION AND GOVERNANCE FOR ELECTRIC GOVERNMENTAL AGGREGATION

The Batavia Township Board of Trustees met in Regular Session on Monday, February 5, 2018 at the Township Offices located at 1535 Clough Pike, Batavia, OH 45103, with the following members present: James Sauls, Jr., Bill Dowdney and Randy Perry.

Trustee *James Sauls, Jr.* moved to adopt the following resolution:

WHEREAS, the Batavia Township Board of Trustees ("Board"), Clermont County, Ohio has developed an Electric Aggregation Program Plan of Operation and Governance ("Plan of Operation") in accordance with the governmental aggregation provisions of Sections 4901 and 4928.20 of the Ohio Revised Code and the Rules for Formation and Operation of Electric Governmental Aggregations; and

WHEREAS, the Board's electric aggregation program will aggregate the retail electric load of residents and businesses that are eligible to participate in the Duke Energy-Ohio Energy Choice program for the purpose of negotiating for competitive retail electric supply at favorable rates; and

WHEREAS, the Board now intends to file for certification as a Governmental Aggregator, which requires that the Board first adopt its Plan of Operation and Governance; and

WHEREAS, the Board has determined this Resolution is in the best interest of the Township's residents, promotes the general welfare of said citizenry;

NOW THEREFORE, BE IT ORDAINED BY THE BATAVIA TOWNSHIP BOARD OF TRUSTEES, CLERMONT COUNTY, STATE OF OHIO:

SECTION I. The Batavia Township Board of Trustees, Clermont County, Ohio adopts and approves a Plan of Operations and Governance as regards Electric Governmental Aggregation as attached hereto (see Exhibit A).

SECTION II. All prior Resolutions and Ordinances and parts of Resolutions and Ordinances which conflict with the provision of this resolution are hereby repealed to the extent that they are in conflict herewith.

SECTION III. This Board hereby finds and determines that all formal actions of this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Township Board and that all deliberations of this Board and of any Committees, if any, which resulted in formal action, were taken in meeting open to the public in full compliance with the law.

SECTION IV: Notice of the adoption of this Resolution shall be given once by publishing the title of the Resolution in an abstract prepared by the Fiscal Officer or Law Director in Batavia Township, Ohio.

BE IT FURTHER RESOLVED, that this Board, upon majority vote, does hereby dispense with the requirement that this Resolution be read on two separate days, and hereby authorizes the adoption of this Resolution upon its first reading.

BE IT FURTHER RESOLVED, that this Resolution shall be effective on the earliest date allowed by law.

Trustee Dowdne seconded the motion to adopt the Resolution. On the roll call being called the vote resulted as follows:

James Souls, Jr. yes Bill Dowdne yes Randy Perry yes

RESOLUTION 2-04-2018 adopted February 5, 2018

ATTEST: [Signature]
Jennifer Haley, Fiscal Officer
2-5-18

Date

I, Jennifer Haley, Fiscal Officer of Batavia Township, hereby certify, as official custodian of the records of Batavia Township, Clermont County, Ohio that the foregoing is taken and copied from the Record of Proceedings of Batavia Township and that the same is a true and accurate copy of the original on file in the Board Offices at 1535 Clough Pike, Batavia, OH 45103.

[Signature]
Jennifer Haley, Fiscal Officer
2-5-18
Date

BATAVIA TOWNSHIP, CLERMONT COUNTY, OHIO
EXHIBIT A-4 "AUTOMATIC AGGREGATION DISCLOSURE"

OPT-OUT NOTICE AND TERMS AND CONDITIONS – 5 Pages

Batavia Township Electric Aggregation Program

Date

<insert customer name>>

<insert customer address>>

Dear Batavia Township Residents and Businesses,

Batavia Township is offering you an opportunity to participate in an Electric Governmental Aggregation Program. Township voters authorized the Township Board of Trustees to form a governmental aggregation program and negotiate favorable electric supply prices for eligible residences and businesses. The Township recently selected <supplier> as the program supplier through your <Month Year> meter read date. Both Batavia Township and <supplier> are certified by the Public Utilities Commission to provide this service. As an eligible resident or business, you will be automatically enrolled in the program unless you choose to opt-out (not participate) by <Month Day Year>.

If you do not opt-out, your service is estimated to begin no later than your <Month Year> meter read. Some of the plan highlights...

- **Fixed Electricity Price** of \$0.XXX per kWh through your <Month Year> meter reading.
- Provides **security** against electricity price fluctuations.
- **One energy bill** from Duke Energy-Ohio, your local utility.
- **No Fee** to cancel at any time

Billing / Service Delivery Unchanged

Other than the price and supplier, nothing regarding your electric service will change. You will continue to receive one monthly bill from your utility. Your utility will continue to deliver your electricity and be responsible for maintaining the system that delivers electricity to your home.

Enrollment Information

After your enrollment is finalized, your utility company will send you a letter confirming your enrollment. As required by law, this letter will inform you of your ability to rescind your enrollment with no penalty.

How to Opt-Out

If you do not wish to participate, you must opt-out no later than <Month Day Year> by any one of the following methods:

- Fill out the reply card below and return it by <Month Day Year>
- Call us toll-free at < Toll Free Number>

If you choose to opt out (not participate), you may do so at no charge during this initial enrollment period and you will not be served by <supplier>. If you become part of the aggregation, you may cancel the agreement at any time at no charge by providing notice to <supplier>. If you choose to opt out of the program at this time, or if you choose to leave the program at a later date, you will be served by your utility under its standard service offer until you choose an alternative supplier of electric service. If you switch back to your utility, you may not be served under the same rates, terms, and conditions that apply to other customers served by your utility.

If you have questions, contact <supplier> at [<supplier@<supplier>.com](mailto:<supplier@<supplier>.com>) or call <Toll Free Number>.

Please see the enclosed Terms and Conditions for full details regarding the rate option and other terms of the program.

Regards,

Community: Batavia Township

♦ Opt out of the Batavia Township Government Electric Aggregation Program. By checking this box, I understand that my account will not be included in the aggregation program.

This opt out must be post marked by <Month Day Year>

If opting out mail to: <supplier>, <address>

Please fill out the required information in **bold**:

Customer Name _____ **Account Number** <<Account Number>>

Service Address _____

Signature _____ **Date** _____

**RESIDENTIAL AND SMALL COMMERCIAL ELECTRIC SUPPLY AGREEMENT
TERMS AND CONDITIONS**

1. Purchase of Electricity – <supplier> agrees to sell, and you (Customer) agree to buy, all retail electricity at the price and on the terms and conditions specified in this Agreement. Customer's electric utility remains responsible for the delivery of electricity to the Customer.
2. Residential or Small Commercial Service – Customer acknowledges this Agreement is for electricity for residential or small commercial use only.
3. Price and Initial Term – The price for electricity (Price) will be \$0.XXX per kWh through your <Month Year> meter read date (Initial Term). Electricity service under this Agreement will begin with the next available meter read date after <supplier> and Customer's electric utility process Customer's enrollment. In addition to delivering electricity, Customer's electric utility will continue to read Customer's meter, bill the Customer and respond to any outages. If Customer switches back to Customer's electric utility for any reason, Customer may or may not be served under the same rates, terms, and conditions that apply to other customers served by the electric utility. The electric utility may charge switching fees to the Customer. The Price includes <supplier> broker fees, but does not include any applicable taxes or fees or charges from the Customer's electric utility. If <SUPPLIER> wishes to lower the Price due to a change in market conditions, <SUPPLIER> may do so without Customer's consent provided there are no other changes to the terms and conditions of this Agreement.
4. Length of Contract - As a part of your community's program, your service from <SUPPLIER> will commence with your next available meter reading after processing of enrollment by your electric utility, and will continue for the term as specified in the opt-out notification, ending on your meter read for the last month of service.
5. Billing and Payment – The charges for electricity provided by <SUPPLIER> will appear on Customer's monthly bill from Customer's electric utility, and is due and payable to Customer's electric utility on the same day the electric utility's bill is due. Customer will incur additional service and delivery charges from the Customer's electric utility. Customer should continue to follow any bill payment procedures between Customer and Customer's electric utility. Customer agrees to accept the measurements as determined by Customer's electric utility for purposes of accounting for the amount of electricity provided by <SUPPLIER> under this Agreement. Though <SUPPLIER> does not offer budget billing for the electricity provided, the customer may contact the Customer's electric utility to enroll in the utility budget billing program, if applicable. Customer has the right to request from <SUPPLIER>, twice within a twelve-month period without charge, up to twenty-four months of the Customer's payment history. The failure to pay electric utility charges may result in Customer being disconnected from service in accordance with the Customer's electric utility tariff.
6. Customer Cancellation or Termination of the Agreement – Customer's electric utility will send Customer a notice confirming the switch to <SUPPLIER> for electricity. CUSTOMER MAY CANCEL THIS AGREEMENT WITHOUT PENALTY WITHIN SEVEN (7) CALENDAR DAYS OF THE POSTMARK ON THE ELECTRIC UTILITY'S CONFIRMATION NOTICE OF THE SWITCH TO <SUPPLIER> BY CONTACTING CUSTOMER'S ELECTRIC UTILITY BY TELEPHONE OR IN WRITING IN ACCORDANCE WITH THE CANCELLATION INSTRUCTIONS ON THAT NOTICE. After the seven-day cancellation period, Customer must contact <SUPPLIER> to terminate this Agreement. If Customer terminates this Agreement after the seven-day cancellation period and before the end of the Initial Term, Customer will be charged no early termination fee. There is no fee for early termination during any renewal term. Customer may terminate this Agreement without penalty if Customer moves outside of <SUPPLIER>'s service area or into an area where <SUPPLIER> charges a different price for electricity.

7. <SUPPLIER> Termination of the Agreement – <SUPPLIER> may terminate this Agreement by giving Customer written notice of at least 14 calendar days if the Customer fails to make any payments under this Agreement or fails to meet any agreed-upon payment arrangements. <SUPPLIER> may also terminate this Agreement by giving Customer written notice if any Force Majeure Event (See Section 13 of this Agreement), as defined below, physically prevents or legally prohibits <SUPPLIER> from performing under the terms of this Agreement.

Upon termination of this Agreement, Customer will return to Customer's electric utility for electricity unless Customer has selected another Competitive Retail Electric Service (CRES) provider. The effective date of any termination by Customer or <SUPPLIER> will be the next available meter read date after expiration of any required notice period and processing by the electric utility and <SUPPLIER> of the return of the Customer to the electric utility. Upon termination by any party for any reason, Customer will remain responsible for all charges for electricity through the date of termination.

8. Environmental Disclosure – This Agreement incorporates the information provided to Customer or made available to Customer at <SUPPLIER>'s website (<supplier's web address>) regarding the approximate generation resource mix and environmental characteristics of electricity supply.
9. Assignment – <SUPPLIER> may assign, subcontract or delegate all or any part of <SUPPLIER>'s rights and/or obligations under this Agreement without consent from Customer. Customer shall not assign its rights and/or obligations under this Agreement without the prior written consent of <SUPPLIER>.
10. Customer Information – Customer authorizes <SUPPLIER> to obtain any information from Customer's electric utility necessary for <SUPPLIER> to perform this Agreement, including Customer's account name, account number, billing address, service address, telephone number, standard offer service type, meter readings, when charges hereunder are included on the electric utility's bill, and Customer's billing and payment information from Customer's electric utility. <SUPPLIER> is prohibited from disclosing Customer's social security number and/or account number(s) without Customer's consent except for <SUPPLIER>'s own collections and credit reporting, participation in programs funded by the universal service fund pursuant to section 4928.52 of the Revised Code, or assigning a customer contract to another CRES provider.
11. Dispute Resolution – If Customer has a billing or other dispute involving this Agreement, Customer may contact <SUPPLIER> at the telephone number, e-mail address or mailing address listed below. If your complaint is not resolved after you have called your electric supplier and/or your electric utility, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio consumers' counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.pickocc.org>.
12. Limitation of Liability – Customer agrees that neither <SUPPLIER> nor any of its employees, affiliates, agents, or subcontractors (collectively, <SUPPLIER> Parties) will be liable for any damages or claims for matters within the control of Customer's electric utility or the regional transmission organization controlled electricity grid. The Parties will not be responsible for any failure to commence or terminate power and energy service on the date specified herein due to any failure or delay in enrolling Customer with Customer's electric utility. The <SUPPLIER> Parties' liability will be limited to direct actual damages only. In no event will the <SUPPLIER> Parties be liable for any punitive, incidental, consequential, exemplary, indirect, attorney's fees, third-party claims or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from any breach or nonperformance of this Agreement.

13. Force Majeure – If a Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement (the “Claiming Party”) and gives notice and details of to the other Party as soon as practicable, then the Claiming Party shall be excused from the performance of its obligations under this Agreement (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). The Claiming Party shall remedy the Force Majeure with all reasonable dispatch. During the period excused by Force Majeure, the non-Claiming Party shall not be required to perform its obligations under this Agreement. “Force Majeure” shall mean an event or circumstance which prevents the Claiming Party from performing its obligations or causes delay in the Claiming Party’s performance under this Agreement, which event or circumstance was not anticipated as of the date this Agreement was agreed to, which is not within the reasonable control of, or the result of the negligence of, the Claiming Party, and which, by the exercise of due diligence or use of good utility practice, as defined in the applicable transmission tariff, the Claiming Party is unable to overcome or avoid or cause to be avoided, such as, but not limited to, acts of God; fire; flood; earthquake; war; riots; strikes, walkouts, lockouts and other labor disputes that affect Customer or <SUPPLIER>. Force Majeure shall not be based on 1) Customer’s inability to economically use the electricity purchased hereunder; or 2) Supplier’s ability to sell the electricity at a price greater than the price under this Agreement.
14. REGULATORY OUT - Changes to laws, regulations, rules, decisions, entries, findings, or orders governing the generation, transmission, or sale of electricity may be made by different entities, including state agencies and regulatory bodies such as the Public Utilities Commission of Ohio (PUCO), federal agencies and regulatory bodies such as the Federal Energy Regulatory Commission (FERC), and Regional Transmission Organizations (RTO) that operate multi-state regional electric transmission systems such as PJM Interconnection LLC (PJM), the RTO that operates the regional electric transmission system in a multi-state region that include <supplier>. Such changes may include, without limitation, new, revised, altered, amended, or reinterpreted laws, regulations, rules, decisions, entries, findings, or orders relating to (i) the generation of electricity, (ii) the availability and reliability of electricity supply resources (including, without limitation, capacity), (iii) the reliability of the electricity grid, (iv) the transmission or delivery of electricity, and (v) the sale or marketing of wholesale and retail electricity (collectively, Regulatory Events). <SUPPLIER> has no control over Regulatory Events. If any Regulatory Event makes this Agreement uneconomic or unprofitable for <SUPPLIER>, Customer agrees that <SUPPLIER> may in its sole discretion propose new contract terms to Customer, including, without limitation, an increased price for the electricity delivered by <SUPPLIER> under this Agreement. If <SUPPLIER> proposes new contract terms in accordance with this clause, <SUPPLIER> will provide written notice to the Customer that identifies (1) the Regulatory Event(s) at issue, (2) the new contract terms proposed by <SUPPLIER>, and (3) when the new contract terms will take effect following Customer’s acceptance. Customer will have thirty (30) days from the date of the written notice to affirmatively accept or reject the new contract terms. If Customer does not affirmatively accept the new contract terms within thirty (30) days of the written notice, this Agreement will terminate without penalty on the next available meter read date after the expiration of the thirty-day notice period and processing by the electric utility and <SUPPLIER>, after which Customer will return to Customer’s electric utility or another CRES provider of Customer’s choosing for electricity.

Contact Information

In the event of an emergency involving Customer’s electric service (for example, an outage or downed power lines) Customer should call the emergency line for Customer’s electric utility. In all other situations, Customer may contact <SUPPLIER> toll free at <Toll Free Number>. Customer Care Representatives are available Monday – Friday, 8:00 am - 7:00 pm ET. During all other hours please leave a message for a return call. Customer may also contact <SUPPLIER> by email at <supplier email address>.com, or by US Mail at <SUPPLIER> <Address>. Customer may also visit <SUPPLIER>’s website at <supplier web address>.

BATAVIA TOWNSHIP, CLERMONT COUNTY, OHIO

EXHIBIT A-5 "EXPERIENCE"

1 Page

EXHIBIT A-5 "EXPERIENCE"

Due to the complexity of Governmental Aggregation, the Governmental Aggregator applicant has entered into a program agreement with Energy Alliances, Inc. to assist them in implementing and maintaining their Natural Gas Governmental Aggregation Program.

Founded in 1985, Energy Alliances, Inc. is an independent energy broker and consulting company that provides comprehensive energy procurement for commercial, governmental, small business and residential customers throughout the mid-West.

As a PUCO certified Retail Natural Gas Broker/Aggregator (Certificate Number 14-350G(2)) and a Competitive Retail Electric Service Provider (Certificate Number 14-805E21)) Energy Alliances has over 13 years of experience in leading communities through the entire governmental aggregation process. They currently manage more than fifty (50) electric and gas governmental aggregation and/or endorsement programs in the State of Ohio and are leading six (6) other programs through the certification process.

A detailed summary of the contract includes, but is not limited to providing the following services:

- Assist with the preparation of resolutions, public notices, and customer communications
- Assist with the preparation of the Plan of Operation and Governance
- Assist with the preparation of the required legal notices and public meetings to review and approve the Plan of Operation and Governance
- Assist with the preparation and submission of the Certification Application for Governmental Aggregators and Re-certification Applications, as well as the annual reporting requirements
- Evaluate existing energy costs and rates, provide market expertise, and assist the communities with the selection of their electric/gas supply pricing strategy
- Assist with the preparation of all notifications required to be sent to program participants
- Assist the communities with the day-to-day operation of their programs (i.e. problem resolution, PUCO compliance, supplier liaison, etc.)
- Provide other services necessary for the communities to comply with provisions of Sections 4929 and 4928 and Chapter 4901 of the Ohio Revised Code

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

2/12/2018 2:52:42 PM

in

Case No(s). 18-0273-EL-GAG

Summary: Application for Certification as Electric Governmental Aggregator electronically filed by Ms. Brenda G Coffey on behalf of Batavia Township, Clermont County