



1216 Lexington Ave., Suite 301  
Mansfield, OH. 44907  
[www.electricsuppliers.org](http://www.electricsuppliers.org)

June 5, 2018

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

**RE: Electric Governmental Aggregator Renewal Application — Village of Richmond, Jefferson County, OH.**

**CASE # 16-1462-EL-GAG**

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

Material provided for review:

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

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

Sincerely,

Scott R. Belcastro  
Principal  
614.425.4885  
[scott@electricsuppliers.org](mailto:scott@electricsuppliers.org)



## Public Utilities Commission

Original GAG Case Number	Version
16-1462-EL-GAG	August 2004

### RENEWAL APPLICATION FOR ELECTRIC GOVERNMENTAL AGGREGATORS

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

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

#### A. RENEWAL INFORMATION

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

Legal Name Village of Richmond, Jefferson County, OH

Address 37 West Main Street, Richmond, OH 43944

PUCO Certificate # and Date Certified 16-1106E(1) August 1, 2016

Telephone # (740) 765-5372 Web site address (if any) \_\_\_\_\_

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

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

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

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

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

Name Scott Belcastro  
Title Principal  
Business address 1216 Lexington Ave., Suite 301, Mansfield, OH 44907  
Telephone # (614) 425-4885 Fax # (614) 417-0410  
E-mail address scott@electricsuppliers.org

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

Name Scott Belcastro  
Title Principal  
Business address 1216 Lexington Ave., Suite 301, Mansfield, OH 44907  
Telephone # (614) 425-4885 Fax # (614) 417-0410  
E-mail address scott@electricsuppliers.org

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

Customer Service address 1216 Lexington Ave., Suite 301, Mansfield, OH 44907  
Toll-free Telephone # (877) 861-2772 Fax # (614) 417-0410  
E-mail address scott@electricsuppliers.org

Harry A Thomas Mayor  
Signature of Applicant & Title

Sworn and subscribed before me this 4 day of June, 2018  
Month Year

Barbara A McElroy  
Signature of official administering oath

Barbara A McElroy (Notary)  
Print Name and Title



Barbara A McElroy  
Notary Public In and For  
the State of Ohio  
My Commission Expires  
November 6, 2018

My commission expires on November 6, 2018



# AFFIDAVIT

State of Ohio :

Richmonds  
(Town)

County of Jefferson

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

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

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

Harry A. Thomas Mayor  
Signature of Affiant & Title



Sworn and subscribed before me this 4 day of June, 2018  
Month Year

Barbara A. McElroy  
Signature of official administering oath

Barbara A. McElroy (Notary)  
Print Name and Title

My commission expires on November 6, 2018

---

**EXHIBIT A-2**

**AUTHORIZING ORDINANCE**

Trebelinc



Ordinance No. 730

Sponsor: \_\_\_\_\_

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

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

Whereas, Such legislative authorities may exercise such authority jointly with any other legislative authorities; and

Whereas, Governmental Aggregation provides an opportunity for residential and small business consumers to participate collectively in the potential benefits of electricity deregulation through lower electricity rates which would not otherwise be available to those electricity customers individually; and

Whereas, this Council, seeks to establish a Governmental Aggregation program with opt-out provisions pursuant to Section 4928.20, Ohio Revised Code (the "Aggregation Program") for the residents, businesses and other electric consumers in the City.

NOW, THEREFORE, BE IT RESOLVED by the Council of Richmond, Ohio that:

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



Section 2: The Board of Elections of Jefferson County is hereby directed to submit the following question to the electors of the Village at the election on November 5<sup>th</sup>, 2013:

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

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

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

Section 4: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council and that the deliberations of this Council and any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements including section 121.22 of the Ohio Revised Code.

Section 5: This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the Village and the inhabitants thereof, and for further reasons that this ordinance is required to be immediately effective in order to file a certified copy of this ordinance and the



to be immediately effective in order to file a certified copy of this ordinance and the proposed form of the ballot question with the Jefferson Board of Elections not later than ninety (90) days prior to the November 5<sup>th</sup>, 2013 election, as provided herein; wherefore, provided it receives the affirmative vote of at least five members elected and appointed to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise it shall take effect and be in force at the earliest period allowed by law.

Rebecca Surestad 7-15-13  
Fiscal Officer Date

Harry A. Rhonda 7/15/2013  
Mayor Date

**EXHIBIT A-3**

**OPERATION AND GOVERNANCE PLAN**



**ELECTRIC AGGREGATION  
PROGRAM  
Village of Richmond, OHIO**

**PLAN OF OPERATION AND GOVERNANCE**

**Adopted by the Village of Richmond  
November 18<sup>th</sup>, 2013**



## **1. Purpose of Electric Aggregation Program**

This Operations and Governance Plan has been developed in compliance with Ohio Revised Code, Section 4928.20 regarding governmental aggregation of electric service. The Village of Richmond ("the Village") Aggregation Program ("Program") seeks to aggregate the retail electric loads of consumers located in the Village to negotiate the best rates for the generation supply of electric power. It has the potential to combine residential and small commercial customers into a buying pool that will be attractive to third party suppliers. Participation in the Program is voluntary. Any individual customer has the opportunity to decline to participate (become a "Member") in the Program and to stay with or return to the standard offer of service from The Ohio Power Company ("Utility") or to enter into a power supply contract with any competitive retail electric supplier.

## **2. The Process for Municipal Aggregation**

The process of governmental aggregation is set forth in Ohio Revised Code section 4928.20. On November 5<sup>th</sup>, 2013, Richmond voters approved the development of a form of government electric aggregation known as "opt-out" aggregation. As required by state law, the Village Council passed an Ordinance which authorized submitting the selection of opt-out aggregation to the Village's voters.

As required by regulations of the Public Utility Commission of Ohio (PUCO), the Village has developed this Electric Aggregation Program Plan of Operation and Governance" (the "Plan"). The Village will file an application with the PUCO for certification as a Government Aggregator as soon as the Village Council approves the Plan. Public notice of public hearings to consider the Plan was published in several strategic locations around the Village of Richmond on November 10<sup>th</sup> including the Village Hall and Post Office, and two public hearings were conducted on November 18<sup>th</sup>, 2013 at 5:30 pm and at 6:30 pm in accordance with section 4928.20 (C) of the Ohio Revised Code. The Opt-out Notice for the Village's Program will be sent to all eligible electric customers in the Village upon selection of a supplier and approval by the Village Council.

Under the Opt-out program, all eligible electric consumers within the Village will be automatically included in the Program. However, such customers will be given prior notice entitling them to affirmatively elect not to be part of the Program. These customers can opt out during the period of time specified in the notification sent to all eligible customers which shall be at least twenty-one days from the date of the postmark on the written notice. A similar opt-out period will be offered every two to three years during which Members can leave the Village's Program without paying a penalty.

Upon certification, the Village Council of Richmond will select its Retail Electric Generation Provider ("Retail Electric Generation Provider" or "Provider"), to provide the electric power for the Richmond Aggregation Program. Under this Program, the Utility

will continue to deliver the electricity purchased from the Village's provider, and all metering, repairs and emergency service will continue to be provided by the Utility.

All eligible load centers within the Village consuming less than 700,000 kWh over the most recent 12 months that do not opt out will be automatically enrolled in the Program. For eligible commercial and industrial customers with a peak load demand over the past 12 months of 100 kW or greater, the customer shall pay for any interval meter required, and the customer is responsible for paying the installation and maintenance of an analog phone line or cellular phone modem.

### **3. Operational Plan**

3.1 Provider: Richmond will use a contractor to perform and manage aggregation services for its Members. The Village will select its Provider once certified by the PUCO. The Provider shall provide adequate, accurate, and understandable pricing terms and conditions of service, including any switching fees and the conditions under which a Member may rescind a contract without penalty. The Provider must provide the Village, if requested, an electronic file containing the Members' usage, and charges. The Provider must have a local Richmond phone number or a toll free number for Members to call.

3.2 Database: The Retail Electric Generation Provider will maintain a database of all Members, which shall include the name, address, Utility account number, the Provider's account number for each Member and other pertinent information such as rate code, rider code (if applicable), most recent 12 months usage and demand, and meter read cycle. This database will be updated at least quarterly. The Provider shall implement a process that will be able to accommodate at a minimum Members who (i) leave the program due to relocation outside the Village, (ii) opt out; (iii) decide to enter the Program; (iv) relocate within the Village, and (v) move into the Village and desire to enter the Program. This database shall be capable of eliminating Percentage of Income Payment Plan ("PIPP") customers from the Program, those customers who are on the "Do Not Aggregate" list maintained by PUCO, those customers served by other providers of competitive retail electric service and those who have opted out.

3.3 Member Education: The Provider will develop, in consultation with the Village, an educational program that provides Members with general information about the Aggregation Program, provides updates and disclosures required by Ohio law and regulations, and implements a process to allow any Member enrolled in the Program to opt-out of the program at least every three years, without paying a penalty to the Village or to the Provider.

3.4 Customer Service: Members will have multiple means of addressing complaints. As a general rule, concerns regarding service reliability should be directed to the Utility as appropriate, questions regarding the Program administration should go to the Village, and any unresolved disputes should be directed to the Public Utilities Commission of Ohio and/or The Ohio Consumers' Counsel (for Members who are



residential consumers). Listed below is a table of toll-free numbers for members to call for assistance.

Nature of Complaint	Contact	Phone Number
Power interruptions or outages	The Ohio Power Co.	1-800-672-2231
Power turn on/off	The Ohio Power Co.	1-800-672-2231
Billing disputes	The Ohio Power Co.	1-800-672-2231
Joining/leaving Program	Energy Provider	TBD
Unresolved disputes	Public Utilities Commission of Ohio	1-800-686-7826
	Ohio Office of Consumers' Counsel	1-800-613-6743

Members should make all efforts to address complaints or concerns in accordance with the guidance provided above for Handling Customer Complaints. If Members are unable to resolve their concerns through these channels, they may contact the Public Utilities Commission of Ohio or (if they are residential customers) the Ohio Office of the Consumers' Counsel at the telephone numbers set forth above.

**3.5 Billing:** The Ohio Power Company will include Provider's charges for generation service on its monthly invoice. There will be no administrative fee for billing charged by the Provider. Provider may provide a budget billing option to residential accounts for supplier related charges. Provider must be able to obtain at least 7 months of historical usage for the account or premise. Billing statements rendered by the Utility reflecting charges of Provider shall comply with the guidelines issued by PUCO.

Members are required to remit and comply with the payment terms of the Utility. This Program will not be responsible for late or no payment on the part of any of its Members. Collection and credit procedures remain the responsibility of the Utility, the Provider and the individual Member.

**3.6 Notification to the Utility:** The Village's consumers that do not opt-out of the Village's Aggregation Program will be enrolled automatically in the Program. Members in the Village's Aggregation Program will not be asked to take other affirmative steps in order to be included in the Program. To the extent that the Utility requires notification of participation by Members, the Village will coordinate with the Provider to submit such notice to the Utility. Provider will inform the Utility of any consumers who may have been permitted to join the Program after the expiration of the enrollment period.

**3.7 Rates:** The prices to be charged by the Retail Electric Generation Provider to Members in the Program will be set by Village Council after negotiations with the Provider. Members will be notified of the rates and terms of the Program through the local newspaper and the Village's website and in Opt-out forms sent to all eligible consumers by the Provider. Final Opt-out forms and any supplemental Opt-out forms



will be docketed with the PUCO no more than 30 days but at least 10 days prior to mailings as the regulations require.

3.8 Charges: Certain fees assessed by the Utility are non-bypassable, and will continue to be billed by the Utility. These charges apply whether a consumer in the Village becomes a Member of the Program or opts out.

3.9 Switching Fees: There are no switching fees assessed to customers that join the governmental aggregation program from the Utility standard offer. The Provider shall not assess a fee to join the Program.

3.10 Program Participation: Customers who meet the following criteria will become members of the aggregation Program:

- Have not opted out of the Program
- Are not participants in the Percentage of Income Payment Plan (PIPP)
- Are not included on the PUCO's "Do Not Aggregate" List
- Are not receiving competitive retail electric service from another provider
- Are not receiving service under a special arrangement with the Utility
- Have a Utility rate code that permits shopping for electric generation supplies.

3.11 Opt-Out Disclosure: The Village has adopted an "Opt-out" form of Governmental Aggregation pursuant to section 4928.20 of the Ohio Revised Code. The Village will notify in writing consumers owning, occupying or using a load center that the consumers will be enrolled automatically in the Aggregation Program and will remain so enrolled unless the consumer affirmatively elects by the following procedure not to be so enrolled. 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 Utility unless or until the person chooses an alternative Supplier.

Opt-out Procedure:

1. The Village distributes the Opt-Out Form (refer to Exhibit A "Automatic Aggregation Disclosure");
2. Recipients have at least twenty-one (21) days from the date of postmark on the written notice to notify the Village or its designee of election to opt out;
3. The Village will exclude those opting out from the Program;
4. Customers who do not opt out using this procedure will receive written notification from the Utility stating that they are about to be switched to the Program and have seven (7) days if they wish to rescind the contract;
5. The Provider will commence generation service to Members who have not rescinded their contracts within the seven (7) day notification period

beginning with the Member's normal meter read date within the month when power deliveries begin under the Aggregation Program.

6. Every three years, Members will be notified of their right to opt out of the Program without paying any penalty, following the same procedure for opting out set forth above.
7. At any other time, a Member may opt out of the Program but may be required to pay an early termination fee.

3.12 Policies for Customers Moving Into/Out of the Municipality: Members who have left the Program or who have moved into the Village may contact the Village or its Provider at any time to obtain enrollment information. There is, however, no guarantee that customers opting in at a later date will receive the same price, terms and conditions as did the initial participants.

3.13 Reliability of Power Supply: The Program will only affect the generation source of power. The Utility will continue to deliver power through its delivery systems. Responsibility for maintaining system reliability continues to rest with the local utility. If Members have service reliability problems, they should contact the Utility for repairs. The PUCO has established "Minimum Reliability Standards" for all utilities operating distribution systems in Ohio. Customer outages, duration of outages, interruptions, etc., will be monitored to ensure reliability remains at satisfactory levels.

In addition to maintaining the "wires" system, the Utility is required to be the "Provider of Last Resort." This means, should the selected Provider fail for any reason to deliver any or all of the electricity needed to serve the Members' needs, the Utility will immediately provide for the shortfall. The Utility would then bill the Provider for the power provided on their behalf. The Members would incur no additional cost.

#### 4. **Richmond's Retail Electric Generation Provider: TBD**

The electric provider satisfies each of the following requirements:

- Sufficient sources of power to provide retail firm power to Members in the Village
- Certified by PUCO as a provider of competitive retail electric service
- Registered as a generation provider with the Utility
- Certified Supplier Agreement executed with the Utility
- Management and personnel in place to sell retail firm power to the Utility customers in the Village
- Call center capable of handling the Village's Aggregation Program Member inquiries and customer service complaints
- Toll-free number as required by PUCO for customer service complaints relating to the Village's Aggregation Program
- Will execute Master Service Agreement with the Village
- Will assist the Village in filing the annual reports required by PUCO and Section 4905.10(A), Section 4911.18(A) and Section 4928.06(F) of the Ohio Revised Code.



- Will administer the opt-out process on behalf of the Village
- Will develop Consumer Education Plan in consultation with the Village.

**5. Changes, Extension or Renewal of Master Service Agreement**

If the Master Service Agreement is extended or renewed past the initial contract period, Members will be notified as required by law and PUCO rules as to any change in rates or service conditions. At least every three years all customers in the Village who are Members will be given an opportunity to opt out of the Program, and Opt out notices will be provided as required by PUCO rules. Members will also be notified of their right to return to the Utility's Standard Service Offer or to select an alternate generation supplier.

**6. Termination of Master Service Agreement**

If the Master Service Agreement is terminated prior to the end of the Term, each individual Member of the Program will receive written notification of the termination of the Program at least sixty (60) days prior to termination of service. If the Master Service Agreement is not extended or renewed, Members will be notified as required by law and PUCO rules in advance of the end of service. Members will also be notified of their right to select an alternate generation supplier and of their ability to return to the Utility's Standard Service Offer upon termination.

**7. Liability**

THE VILLAGE SHALL NOT BE LIABLE TO MEMBERS IN THE AGGREGATION PROGRAM FOR ANY CLAIMS, HOWEVER STYLED, ARISING OUT OF THE AGGREGATION PROGRAM OR THE PROVISION OF AGGREGATION SERVICES BY THE VILLAGE OR THE PROVIDER. MEMBERS IN THE AGGREGATION PROGRAM SHALL ASSERT ANY SUCH CLAIMS SOLELY AGAINST THE PROVIDER PURSUANT TO THE MASTER SERVICE AGREEMENT.

**8. Funding the Aggregation Program**

The primary expenses of the Program are expected to be publication of notices, written notification to customers, regulatory fees and registration with the PUCO. These expenses and administrative fees will be the responsibility of the selected Provider.



**EXHIBIT A-4**

**AUTOMATIC AGGREGATION DISCLOSURE**

Trebellic

Richmond Village Electric Government  
Aggregation Program



December 1, 2016

Dear Richmond Village Resident,

Richmond Village is providing you the opportunity to participate with other Richmond Village residents and businesses in an opt-out electric aggregation program, with Capital Energy Ohio as your provider.

Under governmental aggregation, Richmond Village acts on behalf of electric consumers in Richmond Village to negotiate an electric supply contract with an eligible provider. Both Richmond Village and eligible retail electric suppliers have to be certified by the Public Utilities Commission of Ohio. Richmond Village passed an ordinance to adopt the program after Richmond Village voters approved its implementation on November 5, 2013. The aggregation program for Richmond Village will begin within one to two billing periods following your inclusion as a participant in the Village's program and end with your December 2019 billing period.

**Under this aggregation program, eligible residents and businesses in Richmond Village will pay 5.635 cents per kWh through the December 2019 billing period.** There is no cost for the enrollment and you will not be charged a switching fee. Capital Energy Ohio's price applies to the generation portion of your bill. **If you are ever unhappy with your service or rate from Capital Energy Ohio, you may cancel free of charge at any time and return to AEP Ohio at a rate and terms that may or may not be the same as what other AEP Ohio customers pay.**

After you become a participant in the Village's Electric aggregation program, AEP Ohio will send a letter confirming your selection of Capital Energy Ohio as your Electric provider. As required by law, this letter will inform you of your option to cancel your enrollment with Capital Energy Ohio within seven business days of its postmark date. To remain in the Village's government aggregation program, simply ignore this letter as you do not need to take any action when this letter arrives. You will be automatically enrolled.

If you do not wish to participate, you must opt-out no later than Thursday, December 22<sup>nd</sup>, 2016. You can do this by completing and returning the reply card below or calling us toll-free at 1-844-294-4504.

Capital Energy Ohio offers budget billing. If you wish to enroll in Capital Energy Ohio's Budget Billing program for Generation Service, please call (844) 294-4504 to get enrolled today. If you are an Average Monthly Payment (AMP) or a Budget Billing Customer with AEP Ohio and wish to enroll in the Aggregation Program, please call (844) 294-4504 and speak with an aggregation specialist about other options available for you.

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

If you have any questions, please call Capital Energy Ohio toll free at 1-844-294-4504, Monday through Friday, 8:00 a.m. to 6 p.m. Frequently Asked Questions are located on the back of this letter and additional information can be obtained by contacting the Village's Consultant, Trebel, LLC at (877) 861-2772.

Regards,

*Richmond Village*

*Capital Energy Ohio*



*Opt-Out Form: To be executed and returned only if you do not wish to participate in the Richmond Village's Aggregation Program. Be sure to respond by December 22, 2016 if you choose not to participate*

Mailing Address:  
Mail Merge Name  
Mail Merge Address  
Mail Merge City ST ZIP

Service Address:  
Mail Merge Name  
Mail Merge Address  
Mail Merge City ST ZIP

☐ I wish to opt out of the Richmond Village's Electric Aggregation Program.

□□□□□□□□□□□□□□□□

17 digit Service Delivery Identifier Number from your AEP Ohio Bill:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

## Electric Aggregation Program – Frequently Asked Questions

### **What is governmental aggregation of electricity?**

Ohio's laws allow for communities - such as townships, cities, villages and counties - to form aggregated buying groups on behalf of their citizens. Savings are possible through governmental aggregation, where community officials bring together residential and small commercial customers to gain group buying power for the purchase of electricity from a retail electric provider.

### **How is Richmond Village able to choose a certified electric generation supplier on my behalf?**

In November 2013, Richmond Village residents voted to allow the Village officials to contract for an electric generation supplier on their behalf. The Village selected Capital Energy Ohio as the exclusive supplier for its electric aggregation program, beginning January 2017 through December 2019.

### **If I join Richmond Village's electric aggregation program, who will deliver my power, read my meter and respond to emergencies, such as power outages?**

Your local electric company will be responsible for the delivery of power to your home or business. Since your local electric utility still owns the wires and poles that deliver power to you, it will continue to read your meter and restore power after an outage.

### **What do I need to do to be included in the aggregation program?**

You do not need to do anything to receive the pricing offered under this program. You may choose to remain part of the aggregation program and begin receiving the negotiated rates simply by not returning the opt-out form.

### **What if I don't want to participate?**

Since all eligible residential and small commercial customers are automatically enrolled in the governmental aggregation program, those customers who do not want to participate are given the opportunity to opt-out. By returning an opt-out form by the due date, you can choose not to be enrolled as an electric generation and transmission customer of the community's competitive electric generation and transmission supplier.

### **How will billing be handled?**

You will receive one bill from AEP Ohio (the utility) that contains your charges for distribution and maintenance service from the utility as well as Capital Energy Ohio's charges for generation and transmission. Residential customers can remain on budget billing; however, you must enroll in budget billing with Capital Energy Ohio for the generation portion of your bill.

### **Does Capital Energy Ohio offer Budget Billing?**

Yes Budget Billing is available to residential customers of Capital Energy Ohio. Budget Billing provides a way for customers to pay the same amount each month for generation services, but over time you must still pay for all of your usage. The budget amount is based on a projection of your energy usage for the remaining term of the Electric Aggregation Program calculated using your past 12 months' usage, where available, plus a small adder in order to minimize future true-ups, and reduce the overall balance on your account. The overall balance will be displayed on your bill each month and will be true'd up in your last month of service unless you request an update based upon a large disparity between the amount charged and your actual usage. Capital Energy Ohio will also review your bill periodically and discuss any necessary adjustments with you in order to better align the budget bill amount with your actual usage. If you need more information about your individual situation, please call Capital Energy Ohio's toll free number.

### **Can I still have my payment automatically deducted from my checking account as I do now?**

Yes. How you pay your electric bill will not change.

### **If I opt out initially, can I choose to join the program at a later date?**

Yes, you may call Capital Energy Ohio to join the program at a later date; however, the rate may not be the same as at the outset of the program.

### **What happens at the end of the program?**

As the program draws to a close, the Village can choose to seek bids from electric supply providers in order to negotiate a new contract on behalf of eligible households. Eligible customers will again receive a letter in the mail notifying them of the new terms and conditions and will be given the opportunity to opt out at no charge.

### **Who do I call if I have a problem with my electric service?**

If you have an outage, see fallen power lines, or require emergency repairs, you will continue to contact AEP Ohio at 1-800-672-2231.

### **What is the toll-free number for questions?**

If you have any questions, please call Capital Energy Ohio toll free at (844) 294-4504.

We encourage you to review the details of the offer as further defined in the enclosed Terms and Conditions.



## Capital Energy Ohio Residential Retail Electric Service Contract – Fixed Rate

**General:** This Agreement, together with the enrollment information, are your agreement for electric Generation Service with Capital Energy LLC d.b.a. Capital Energy Ohio (“CEO”). Please keep a copy of this agreement for your records. CEO is certified by the Public Utilities Commission of Ohio (“PUCO”) to offer and supply Generation Service in Ohio. As a Competitive Retail Electric Service provider, CEO will supply the electric Generation Service to your electric Utility, based on your usage. Your Utility then distributes the electricity to your residence. Your Distribution Service will remain with your current electric Utility, which is regulated by the PUCO.

### **RICHMOND VILLAGE, JEFFERSON COUNTY, OHIO AGGREGATION PROGRAM:**

THIS CONTRACT HAS BEEN ENTERED INTO IN ACCORDANCE WITH THE AGGREGATION PROGRAM OF RICHMOND VILLAGE ESTABLISHED PURSUANT TO SECTION 4928.20 OF THE OHIO REVISED CODE. WHEREBY RICHMOND VILLAGE ARRANGED FOR THE PROVISION OF ELECTRIC SUPPLY SERVICE BY CEO TO ITS RESIDENTIAL INHABITANTS AND SMALL COMMERCIAL INHABITANTS WHO DO NOT OPT-OUT OF THE PROGRAM (THE “PROGRAM”).

**Contact Information:** Capital Energy Ohio, P.O. Box 1498, Westerville, Ohio 43086, [www.capitalenergyohio.com](http://www.capitalenergyohio.com), 844-294-4504 or 614-540-2422, 8:00 a.m. to 6:00p.m. E.T. M-F.

### **Definitions:**

- “Competitive Retail Electric Service” or “CRES” provider means, as defined by Chapter 4901:1-21 of the Ohio Administrative Code, an entity that sells electric energy to retail customers in Ohio.
- “Distribution Service” means the physical delivery of electricity to customers by the electric Utility.
- “Utility” means the electric distribution utility. Your Utility is AEP Ohio, either in the Columbus Southern Power rate zone or the Ohio Power rate zone.
- “Generation-Related Charges” means those charges or costs associated with the production, procurement, and supply of electricity.
- “Generation Service” means the production of electricity.
- “Residential Customer” means, as defined by Chapter 4901:1-21 of the Ohio Administrative Code, a customer of competitive retail electric service for residential purposes.
- “RTO” means a regional transmission organization such as PJM Interconnection LLC. An RTO operates a regional transmission grid. For example, PJM operates the transmission grid in the AEP Ohio rate zones.
- “Transmission Service” means the moving of high-voltage electricity from a generation facility to the distribution lines of an electric Utility.

### **Terms and Conditions of Service:**

- 1. Eligibility:** Residential Customer accounts that are on AEP Ohio’s residential rate codes and are not enrolled in energy assistance or the Percentage of Income Plan Program (“PIPP”) or a credit arrearage program administered by Residential Customer’s Utility are eligible for this offer from CEO. If you become approved for energy assistance, the PIPP, or Utility’s arrearage crediting program while taking service under this Agreement, you must advise CEO and your Utility in writing in order to be switched to the Utility’s standard offer service after the next meter read date. CEO reserves the right to refuse enrollment to any Residential Customer with an outstanding, unpaid electric bill. CEO will not require payment of any balance due another CRES provider as a condition of establishing credit or for providing service under this Agreement. However, CEO may establish a Residential Customer’s creditworthiness by credit check, a reasonable and nondiscriminatory cash deposit, a guarantor, or other legally accepted practices. If CEO accepts a deposit, the deposit will not exceed 100% of the estimated monthly charge for service under this Agreement for the ensuing one year. If CEO requires a guarantor, it will require that the guarantor meets creditworthiness criteria and will require the guarantor to sign a written guarantor agreement.
- 2. Rescission:** Once you have been enrolled to receive electric Generation Service from CEO, you will receive a confirmation notice from your Utility. You have the right to rescind your enrollment without penalty within seven calendar days following the postmark date of the confirmation letter by contacting your Utility and following the instructions in the confirmation notice. A Residential Customer’s right to rescind only applies when a Customer initially switches to CEO, not upon any renewal of this Agreement. If a Residential Customer chooses to rescind enrollment within the seven-day rescission period, CEO will return any deposit that the Residential Customer paid in order to obtain service under this Agreement.
- 3. Basic Service Price:** During the term of this Agreement, you agree to pay CEO a fixed price of \$0.05635 per kWh for the provision of Generation Service and Generation-Related Charges. In addition to CEO’s charges, you will be charged by your Utility for Distribution Service, Transmission Service and various other wires and electric Utility charges.
- 4. Length of Agreement:** Subject to the seven-day rescission period, your service from CEO will commence on the later of the January 2017 billing cycle, or the acceptance of the enrollment request by CEO (at its discretion and consistent



with Paragraph 7 below), and the processing of the enrollment by your Utility. Your service will continue for the term of 24 months, unless otherwise terminated or renewed, and end on the meter read for the last month of service.

**5. Billing, Refund of Deposits, and Release of Guarantors:** You will continue to receive a single monthly bill from your Utility that will contain both your Utility and CEO charges. The amount of electricity usage will continue to be measured or estimated by the Utility. Customer agrees to pay bills in accordance with the Utility's billing and payment terms. CEO reserves the right to unilaterally modify this billing format in the event the Utility is unable or unwilling to provide consolidated billing in this format or changes the calculation of the Price to Compare. CEO does offer budget billing, please use the contact information provided above for more information. If you do not pay your bill by the due date or if you fail to meet any agreed-upon payment arrangements, CEO may cancel this Agreement after giving you a minimum of 14 days advance written notice. Upon cancellation, you will be returned to your Utility. You will remain responsible to pay CEO for any electricity used before this Agreement is cancelled, as well as any late payment charges. Further, your failure to pay Utility charges may result in Customer's electric service being disconnected in accordance with the Utility's tariff and PUCO rules. No interest will accrue to a Residential Customer on any deposit. CEO will review each account holding a deposit or guarantor agreement every 12 months and promptly will refund the deposit or release the guarantor if all of the following have occurred: (a) Residential Customer paid their bills for service under this Agreement for 12 consecutive months without having services terminated for nonpayment; (b) Residential Customer has not had more than two occasions in the preceding 12 months on which their bills for service under this Agreement were not paid by the due date; and (c) Residential Customer is not delinquent in the payment of their bills for service under this Agreement at the time of the review. CEO will notify the guarantor within 30 days of its determination to release the guarantor from further responsibility for the account. CEO may apply some or all of a Residential Customer's deposit to any unpaid bill.

**6. Penalties, Fees, and Exceptions:** If you do not pay the full amount owed CEO by the due date on each bill, CEO may charge 1.5% of the outstanding amount per month, or the maximum legally allowable interest rate, whichever is lower, until such payment is received by CEO. CEO reserves the right to require adequate assurances from Residential Customers in the form of prepayment or another form of credit support in the event a Residential Customer fails to make payments in accordance with the terms herein. Residential Customers required to provide financial assurance will be required to post that assurance within three business days of notice.

**7. Cancellation/Termination:** If this Agreement is not rescinded during the rescission period, enrollment will be sent to your Utility. Thereafter, you can terminate this Agreement, without an early termination fee, prior to the end of the applicable term for convenience by giving CEO not less than 30 days' notice, either written or by telephone at 844-294-4504. Any failure to pay a bill or the occurrence of any other breach of this Agreement shall be deemed a breach of this Agreement permitting CEO to terminate this Agreement immediately upon 14 days advance written notice. Should you cancel service with CEO and return to the standard service offer with your Utility, you may or may not be served under the same rates, terms, and conditions that apply to other Utility customers. Should you cancel service with CEO or this Agreement is terminated, CEO will apply any deposit to the final bill. CEO will promptly refund any remaining deposit. For any remaining overdue balances, CEO may pursue collection actions against you and any guarantor in an appropriate court.

**8. Customer Consent and Information Release:** By accepting this offer from CEO, you understand and agree to the terms and conditions of this Agreement with CEO. You authorize CEO to obtain information from the Utility that includes but is not limited to billing history, payment history, historical and future electricity usage, meter readings, and characteristics of electricity service. CEO reserves the sole right to check your credit with consumer credit reporting agencies and determine if your credit standing is satisfactory before accepting your enrollment request. This Agreement shall be considered executed by CEO following acceptance of your enrollment request by CEO, the end of the seven-day rescission period, and the subsequent acceptance of the enrollment by your Utility.

**9. Dispute Resolution:** CEO is committed to customer satisfaction. Contact CEO with any questions concerning the terms of service by phone at 844-294-4504, M-F 8:00 a.m. to 6:00 p.m., or in writing at P.O.Box 1498, Westerville, Ohio 43086. Our web address is [www.capitalenergyohio.com](http://www.capitalenergyohio.com). If your complaint is not resolved after you have contacted CEO and called your Utility 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) or TTY at 1-800-686-1570 (toll-free) from 8:00 a.m. to 5:00 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 Customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll-free) from 8:00 a.m. to 5:00 p.m. weekdays, or at <http://www.pickocc.org>.

**10. Miscellaneous:**

- You have the right to request from CEO, twice within a 12-month period, up to 24 months of payment history, without charge. CEO will not release your Social Security Number and/or account number(s) without your written consent, except for (a) CEO's own credit evaluation, (b) CEO's own collections and reporting, (c) participating in programs funded by the universal service fund pursuant to Section 4928.54 of the Ohio Revised Code or (d) assigning Customer's Agreement to another CRES provider.
- CEO's environmental disclosure statement is available for viewing on CEO's website—[www.capitalenergyohio.com](http://www.capitalenergyohio.com). CEO will also provide the information upon request.



- CEO may assign its rights, without Customer consent, to another CRES Provider, including any successor, subsidiary or affiliate, in accordance with the rules and regulations of the PUCO.
- CEO assumes no responsibility or liability for the following items that are the responsibility of the Utility: operation and maintenance of the Utility's electrical system, any interruption of service, termination of service, and deterioration of the Utility's service. In the event of a power outage, you should contact your Utility.
- You are responsible for providing CEO with accurate account information. If said information is incorrect, CEO reserves the right to terminate the Agreement.
- CEO reserves the right to return you to the Utility if your rate code is changed and the account is no longer eligible for this program. You authorize, but do not obligate, CEO to exercise your governmental aggregation opt-out rights.

**11. Warranty and Force Majeure:** THE WARRANTIES SET FORTH IN THIS PARAGRAPH ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE. CEO will make commercially reasonable efforts to provide your electric Generation Service, but does not guarantee a continuous supply of electricity. Certain causes and events are out of the reasonable control of CEO and may result in interruptions in service. CEO is not liable for damages caused by acts of God, accidents, strikes, labor troubles, required maintenance work, inability to access the Utility distribution system, nonperformance by the Utility, or any other cause beyond CEO's reasonable control. You and CEO both agree that the following will constitute force majeure events under this Agreement and that CEO shall have the right to terminate the agreement without liability upon the occurrence of any action taken by the Utility, applicable RTO, the PUCO, transmission provider, or any federal, state, or local government authorities which prevents or legally prohibits CEO from performing under the terms of this Agreement. In the event that the Agreement is terminated, you will be returned to your Utility's standard service offer and no early termination fee will be assessed.

**12. Remedies, Indemnification and Choice of Law:** Unless otherwise expressly provided herein, any liability under this Agreement will be limited to direct, actual damages as the sole and exclusive remedy, and all other remedies or damages at law or in equity are waived. Neither party will be liable to the other party or its affiliates for consequential, incidental, punitive, exemplary, or indirect damages, including lost profits or other business interruption damages, whether in tort or contract, under any indemnity provisions or otherwise in connection with this Agreement. The limitations imposed on remedies and damage measurement will be without regard to cause, including negligence of any parties, whether sole, joint, concurrent, active or passive, provided no such limitation shall apply to damages resulting from the willful misconduct of any party. You assume full responsibility for power furnished to you at the delivery point(s) and on your side of the delivery point(s), and agree to and shall indemnify, defend, and hold harmless CEO and its personnel from and against all claims, losses, expenses, damages, demands, judgments, causes of action and suits of any kind, including claims for personal injury, death, or damages to property occurring at the delivery point(s) or on your side of the delivery point(s) and upon the premises, arising out of or related to the electricity and/or your performance under the Agreement. This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio without giving effect to any conflicts of law principles that otherwise might be applicable. Any legal action involving this Agreement shall be brought only in a court of the State of Ohio sitting in Delaware County, Ohio or the United States District Court sitting in Franklin County, Ohio.

**13. Payments to Certain Third-Parties:** You acknowledge and understand that Trebel LLC is acting on your behalf as your representative and is not a representative or agent of CEO. CEO is remitting a fee to Trebel LLC on your behalf in connection with its effort to facilitate the parties' entering into this Agreement. Your fixed price reflects the fee being distributed to Trebel LLC. You should direct any questions regarding such fee to Trebel LLC.

**14. Survival:** The following terms and conditions will survive the expiration or termination of this Agreement for a period of two years, for any reason: 3, 6, 7, 8, 10, 11, and 12.



Environmental Disclosure Information – Quarterly Comparisons																																
Capital Energy Ohio																																
Projected Data for the 2016 Calendar Year																																
Actual Data for the Period 01/01/16 to 6/30/16																																
<b>Generation Resource Mix -</b> A comparison between the sources of generation projected to be used to generate this product and the actual resources used during this period.	<p><b>Projected</b></p> <table><tr><td>Oil</td><td>0.5%</td></tr><tr><td>Hydro</td><td>1%</td></tr><tr><td>Natural Gas</td><td>19.5%</td></tr><tr><td>Other</td><td>0.5%</td></tr><tr><td>Nuclear</td><td>35%</td></tr><tr><td>Biomass</td><td>0.5%</td></tr><tr><td>Coal</td><td>41%</td></tr><tr><td>Wind</td><td>2%</td></tr></table>	Oil	0.5%	Hydro	1%	Natural Gas	19.5%	Other	0.5%	Nuclear	35%	Biomass	0.5%	Coal	41%	Wind	2%	<p><b>Actual</b></p> <table><tr><td>Hydro</td><td>1.5%</td></tr><tr><td>Biomass</td><td>0.5%</td></tr><tr><td>Natural Gas</td><td>25%</td></tr><tr><td>Other</td><td>1%</td></tr><tr><td>Nuclear</td><td>40.5%</td></tr><tr><td>Coal</td><td>29.5%</td></tr><tr><td>Wind</td><td>2%</td></tr></table>	Hydro	1.5%	Biomass	0.5%	Natural Gas	25%	Other	1%	Nuclear	40.5%	Coal	29.5%	Wind	2%
Oil	0.5%																															
Hydro	1%																															
Natural Gas	19.5%																															
Other	0.5%																															
Nuclear	35%																															
Biomass	0.5%																															
Coal	41%																															
Wind	2%																															
Hydro	1.5%																															
Biomass	0.5%																															
Natural Gas	25%																															
Other	1%																															
Nuclear	40.5%																															
Coal	29.5%																															
Wind	2%																															
<b>Environmental Characteristics–</b> A description of the characteristics associated with each possible generation resource.	<table><tr><td>Biomass Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Coal Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Hydro Power</td><td>Wildlife Impacts</td></tr><tr><td>Natural Gas Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Nuclear Power</td><td>Radioactive Waste</td></tr><tr><td>Oil Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Other Sources</td><td>Unknown Impacts</td></tr><tr><td>Solar Power</td><td>No Significant Impacts</td></tr><tr><td>Unknown Purchased Resources</td><td>Unknown Impacts</td></tr><tr><td>Wind Power</td><td>Wildlife Impacts</td></tr></table>	Biomass Power	Air Emissions and Solid Waste	Coal Power	Air Emissions and Solid Waste	Hydro Power	Wildlife Impacts	Natural Gas Power	Air Emissions and Solid Waste	Nuclear Power	Radioactive Waste	Oil Power	Air Emissions and Solid Waste	Other Sources	Unknown Impacts	Solar Power	No Significant Impacts	Unknown Purchased Resources	Unknown Impacts	Wind Power	Wildlife Impacts											
Biomass Power	Air Emissions and Solid Waste																															
Coal Power	Air Emissions and Solid Waste																															
Hydro Power	Wildlife Impacts																															
Natural Gas Power	Air Emissions and Solid Waste																															
Nuclear Power	Radioactive Waste																															
Oil Power	Air Emissions and Solid Waste																															
Other Sources	Unknown Impacts																															
Solar Power	No Significant Impacts																															
Unknown Purchased Resources	Unknown Impacts																															
Wind Power	Wildlife Impacts																															
<b>Air Emissions –</b> Product-specific projected and actual air emissions for this period compared to the regional average air emissions.	<p><b>Regional Average</b></p> <p>Actual Projected</p>																															
<b>Radioactive Waste –</b> Radioactive waste associated with the product.	<table><tr><th>Type:</th><th colspan="2">Quantity:</th></tr><tr><td>High-Level Radioactive Waste</td><td>Unknown</td><td>Lbs./1,000 kWh</td></tr><tr><td>Low-Level Radioactive Waste</td><td>Unknown</td><td>Ft<sup>3</sup>/1,000 kWh</td></tr></table>	Type:	Quantity:		High-Level Radioactive Waste	Unknown	Lbs./1,000 kWh	Low-Level Radioactive Waste	Unknown	Ft <sup>3</sup> /1,000 kWh																						
Type:	Quantity:																															
High-Level Radioactive Waste	Unknown	Lbs./1,000 kWh																														
Low-Level Radioactive Waste	Unknown	Ft <sup>3</sup> /1,000 kWh																														
With in-depth analysis, the environmental characteristics of any form of electric generation will reveal benefits as well as costs. For further information, contact (Capital Energy Ohio) at ( <a href="http://www.capitalenergyohio.com">www.capitalenergyohio.com</a> ) or by phone at (614-540-2422).																																

Richmond Village Electric Government  
Aggregation Program



December 1, 2016

Dear Richmond Village Business Owner,

Richmond Village is providing you the opportunity to participate with other Richmond Village residents and businesses in an opt-out electric aggregation program, with Capital Energy Ohio as your provider.

Under governmental aggregation, Richmond Village acts on behalf of electric consumers in Richmond Village to negotiate an electric supply contract with an eligible provider. Both Richmond Village and eligible retail electric suppliers have to be certified by the Public Utilities Commission of Ohio. Richmond Village passed an ordinance to adopt the program after Richmond Village voters approved its implementation on November 5, 2013. The aggregation program for Richmond Village will begin within one to two billing periods following your inclusion as a participant in the Village's program and end with your December 2019 billing period.

Under this aggregation program, eligible residents and businesses in Richmond Village will pay 5.635 cents per kWh through the December 2019 billing period. There is no cost for the enrollment and you will not be charged a switching fee. Capital Energy Ohio's price applies to the generation portion of your bill. **If you are ever unhappy with your service or rate from Capital Energy Ohio, you may cancel free of charge at any time and return to AEP Ohio at a rate and terms that may or may not be the same as what other AEP Ohio customers pay.**

After you become a participant in the Village's Electric aggregation program, AEP Ohio will send a letter confirming your selection of Capital Energy Ohio as your Electric provider. As required by law, this letter will inform you of your option to cancel your enrollment with Capital Energy Ohio within seven business days of its postmark date. To remain in the Village's government aggregation program, simply ignore this letter as you do not need to take any action when this letter arrives. You will be automatically enrolled.

If you do not wish to participate, you must opt-out no later than Thursday, December 22<sup>nd</sup>, 2016. You can do this by completing and returning the reply card below or calling us toll-free at 1-844-294-4504.

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

If you have any questions, please call Capital Energy Ohio toll free at 1-844-294-4504, Monday through Friday, 8:00 a.m. to 6 p.m. Frequently Asked Questions are located on the back of this letter and additional information can be obtained by contacting the Village's Consultant, Trebel, LLC at (877) 861-2772.

Regards,

*Richmond Village*

*Capital Energy Ohio*



*Opt-Out Form: To be executed and returned only if you do not wish to participate in the Richmond Village's Aggregation Program. Be sure to respond by December 22, 2016 if you choose not to participate*

Mailing Address:  
Mail Merge Name  
Mail Merge Address  
Mail Merge City ST ZIP

Service Address:  
Mail Merge Name  
Mail Merge Address  
Mail Merge City ST ZIP

☐ I wish to opt out of the Richmond Village's Electric Aggregation Program.

□□□□□□□□□□□□□□□□□□

17 digit Service Delivery Identifier Number from your AEP Ohio Bill

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

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



## Electric Aggregation Program – Frequently Asked Questions

### **What is governmental aggregation of electricity?**

Ohio's laws allow for communities - such as townships, cities, villages and counties - to form aggregated buying groups on behalf of their citizens. Savings are possible through governmental aggregation, where community officials bring together residential and small commercial customers to gain group buying power for the purchase of electricity from a retail electric provider.

### **How is Richmond Village able to choose a certified electric generation supplier on my behalf?**

In November 2013, Richmond Village residents voted to allow the Village to contract for an electric generation supplier on their behalf. The Village selected Capital Energy Ohio as the exclusive supplier for its electric aggregation program, beginning January 2017 through December 2019.

### **If I join Richmond Village's electric aggregation program, who will deliver my power, read my meter and respond to emergencies, such as power outages?**

Your local electric company will be responsible for the delivery of power to your home or business. Since your local electric utility still owns the wires and poles that deliver power to you, it will continue to read your meter and restore power after an outage.

### **What do I need to do to be included in the aggregation program?**

You do not need to do anything to receive the pricing offered under this program. You may choose to remain part of the aggregation program and begin receiving the negotiated rates simply by not returning the opt-out form.

### **What if I don't want to participate?**

Since all eligible residential and small commercial customers are automatically enrolled in the governmental aggregation program, those customers who do not want to participate are given the opportunity to opt-out. By returning an opt-out form by the due date, you can choose not to be enrolled as an electric generation and transmission customer of the community's competitive electric generation and transmission supplier.

### **How will billing be handled?**

You will receive one bill from AEP Ohio (the utility) that contains your charges for distribution and maintenance service from the utility as well as Capital Energy Ohio's charges for generation and transmission.

### **Does Capital Energy Ohio offer Budget Billing?**

Budget Billing is not available to commercial customers of Capital Energy Ohio. Budget billing is only available to residential customers of Capital Energy Ohio.

### **Can I still have my payment automatically deducted from my checking account as I do now?**

Yes. How you pay your electric bill will not change.

### **If I opt out initially, can I choose to join the program at a later date?**

Yes, you may call Capital Energy Ohio to join the program at a later date; however, the rate may not be the same as at the outset of the program.

### **What happens at the end of the program?**

As the program draws to a close, the Village can choose to seek bids from electric supply providers in order to negotiate a new contract on behalf of eligible households. Eligible customers will again receive a letter in the mail notifying them of the new terms and conditions and will be given the opportunity to opt out at no charge.

### **Who do I call if I have a problem with my electric service?**

If you have an outage, see fallen power lines, or require emergency repairs, you will continue to contact AEP Ohio at 1-800-672-2231.

### **What is the toll-free number for questions?**

If you have any questions, please call Capital Energy Ohio toll free at (844) 294-4504.

We encourage you to review the details of the offer as further defined in the enclosed Terms and Conditions.



## Capital Energy Ohio Small Commercial Retail Electric Service Contract – Fixed Rate

**General:** This Agreement, together with the enrollment information, is your agreement for electric Generation Service with Capital Energy LLC d.b.a. Capital Energy Ohio (CEO). Please keep a copy of this agreement for your records. CEO is certified by the Public Utilities Commission of Ohio ("PUCO") to offer and supply Generation Service in Ohio. As a Competitive Retail Electric Service provider, CEO will supply the electric Generation Service to your electric Utility, based on your usage. Your Utility then distributes the electricity to you. Your Distribution Service will remain with your current electric Utility, which is regulated by the PUCO.

### **RICHMOND VILLAGE,**

### **JEFFERSON COUNTY, OHIO AGGREGATION PROGRAM:**

THIS CONTRACT HAS BEEN ENTERED INTO IN ACCORDANCE WITH THE AGGREGATION PROGRAM OF RICHMOND VILLAGE ESTABLISHED PURSUANT TO SECTION 4928.20 OF THE OHIO REVISED CODE, WHEREBY RICHMOND VILLAGE ARRANGED FOR THE PROVISION OF ELECTRIC SUPPLY SERVICE BY CEO TO ITS RESIDENTIAL INHABITANTS AND SMALL COMMERCIAL INHABITANTS WHO DO NOT OPT-OUT OF THE PROGRAM (THE "PROGRAM").

**Contact Information:** Capital Energy Ohio, P.O. Box 1498, Westerville, Ohio 43086, [www.capitalenergyohio.com](http://www.capitalenergyohio.com), 844-294-4504 or 614-540-2422, 8:00 a.m. to 6:00p.m. E.T. M-F.

### **Definitions:**

- "Competitive Retail Electric Service" or "CRES" provider means, as defined by Chapter 4901:1-21 of the Ohio Administrative Code, an entity that sells electric energy to retail customers in Ohio.
- "Distribution Service" means the physical delivery of electricity to customers by the electric Utility.
- "Utility" means the electric distribution utility. Your Utility is AEP Ohio, either in the Columbus Southern Power rate zone or the Ohio Power rate zone.
- "Generation-Related Charges" means those charges or costs associated with the production, procurement, and supply of electricity.
- "Generation Service" means the production of electricity.
- "Small Commercial Customer" means, as defined by Chapter 4901:1-21 of the Ohio Administrative Code, a customer that is not a mercantile commercial customer (a mercantile customer is a commercial or industrial customer that consumes electricity for nonresidential use and the customer consumes more than 700,000 kilowatt-hours per year or is part of a national account involving multiple facilities in one or more states).
- "RTO" means a regional transmission organization such as PJM Interconnection LLC. An RTO operates a regional transmission grid. For example, PJM operates the transmission grid in the AEP Ohio rate zones.
- "Transmission Service" means the moving of high-voltage electricity from a generation facility to the distribution lines of an electric Utility.

### **Terms and Conditions of Service:**

- 1. Eligibility:** Small Commercial Customer accounts that are on AEP Ohio's general service rate codes (i.e., GS-1, GS-2 and GS-3) and are not mercantile customers are eligible for this offer from CEO. CEO reserves the right to refuse enrollment to any Small Commercial Customer with an outstanding, unpaid electric bill. CEO will not require payment of any balance due another CRES provider as a condition of establishing credit or for providing service under this Agreement. However, CEO may establish a Small Commercial Customer's creditworthiness by credit check, a reasonable and nondiscriminatory cash deposit, a guarantor, or other legally accepted practices. If CEO accepts a deposit, the deposit will not exceed 100% of the estimated monthly charge for service under this Agreement for the ensuing one year. If CEO requires a guarantor, it will require that the guarantor meets creditworthiness criteria and will require the guarantor to sign a written guarantor agreement.
- 2. Rescission:** Once you have been enrolled to receive electric Generation Service from CEO, you will receive a confirmation notice from your Utility. You have the right to rescind your enrollment without penalty within seven calendar days following the postmark date of the confirmation letter by contacting your Utility and following the instructions in the confirmation notice. A Small Commercial Customer's right to rescind only applies when a Small Commercial Customer initially switches to CEO, not upon any renewal of this Agreement. If a Small Commercial Customer chooses to rescind enrollment within the seven-day rescission period, CEO will return any deposit that the Small Commercial Customer paid in order to obtain service under this Agreement.
- 3. Basic Service Price:** During the term of this Agreement, you agree to pay CEO a fixed price of \$0.05635 per kWh for the provision of Generation Service and Generation-Related Charges. In addition to CEO's charges, you will be charged by your Utility for Distribution Service, Transmission Service and various other wires and electric Utility charges.
- 4. Length of Agreement:** Subject to the seven-day rescission period, your service from CEO will commence on the later of the January 2017 billing cycle, or the acceptance of the enrollment request by CEO (at its discretion and consistent



with Paragraph 7 below), and the processing of the enrollment by your Utility. Your service will continue for the term of 24 months, unless otherwise terminated or renewed, and end on the meter read for the last month of service.

**5. Billing, Refund of Deposits, and Release of Guarantors:** You will continue to receive a single monthly bill from your Utility that will contain both your Utility and CEO charges. The amount of electricity usage will continue to be measured or estimated by the Utility. Customer agrees to pay bills in accordance with the Utility's billing and payment terms. CEO reserves the right to unilaterally modify this billing format in the event the Utility is unable or unwilling to provide consolidated billing in this format or changes the calculation of the Price to Compare. CEO does not offer budget billing for Small Commercial Customers. If you do not pay your bill by the due date or if you fail to meet any agreed-upon payment arrangements, CEO may cancel this Agreement after giving you a minimum of 14 days' advance written notice. Upon cancellation, you will be returned to your Utility. You will remain responsible to pay CEO for any electricity used before this Agreement is cancelled, as well as any late payment charges. Further, your failure to pay Utility charges may result in Small Commercial Customer's electric service being disconnected in accordance with the Utility's tariff and PUCO rules. No interest will accrue to a Small Commercial Customer on any deposit. CEO will review each account holding a deposit or guarantor agreement every 12 months and promptly will refund the deposit or release the guarantor if all of the following have occurred: (a) Small Commercial Customer paid their bills for service under this Agreement for 12 consecutive months without having services terminated for nonpayment; (b) Small Commercial Customer has not had more than two occasions in the preceding 12 months on which their bills for service under this Agreement were not paid by the due date; and (c) Small Commercial Customer is not delinquent in the payment of their bills for service under this Agreement at the time of the review. CEO will notify the guarantor within 30 days of its determination to release the guarantor from further responsibility for the account. CEO may apply some or all of a Small Commercial Customer's deposit to any unpaid bill.

**6. Penalties, Fees, and Exceptions:** If you do not pay the full amount owed CEO by the due date on each bill, CEO may charge 1.5% of the outstanding amount per month, or the maximum legally allowable interest rate, whichever is lower, until such payment is received by CEO. CEO reserves the right to require adequate assurances from Small Commercial Customers in the form of prepayment or another form of credit support in the event a Small Commercial Customer fails to make payments in accordance with the terms herein. Small Commercial Customers required to provide financial assurance will be required to post that assurance within three business days of notice.

**7. Cancellation/Termination:** If this Agreement is not rescinded during the rescission period, enrollment will be sent to your Utility. Thereafter, you can terminate this Agreement, without an early termination fee, prior to the end of the applicable term for convenience by giving CEO not less than 30 days' notice, either written or by telephone at 844-294-4504. Any failure to pay a bill or the occurrence of any other breach of this Agreement shall be deemed a breach of this Agreement permitting CEO to terminate this Agreement immediately upon 14 days' advance written notice. Should you cancel service with CEO and return to the standard service offer with your Utility, you may or may not be served under the same rates, terms, and conditions that apply to other Utility customers. Should you cancel service with CEO or this Agreement is terminated, CEO will apply any deposit to the final bill. CEO will promptly refund any remaining deposit. For any remaining overdue balances, CEO may pursue collection actions against you and any guarantor in an appropriate court.

**8. Customer Consent and Information Release:** By accepting this offer from CEO, you understand and agree to the terms and conditions of this Agreement with CEO. You authorize CEO to obtain information from the Utility that includes but is not limited to billing history, payment history, historical and future electricity usage, meter readings, and characteristics of electricity service. CEO reserves the sole right to check your credit with consumer credit reporting agencies and determine if your credit standing is satisfactory before accepting your enrollment request. This Agreement shall be considered executed by CEO following acceptance of your enrollment request by CEO, the end of the seven-day rescission period, and the subsequent acceptance of the enrollment by your Utility.

**9. Dispute Resolution:** CEO is committed to customer satisfaction. Contact CEO with any questions concerning the terms of service by phone at 844-294-4504, M-F 8:00 a.m. to 6:00 p.m., or in writing at P.O. Box 1498, Westerville, Ohio 43086. Our web address is [www.capitalenergyohio.com](http://www.capitalenergyohio.com). If your complaint is not resolved after you have contacted CEO and called your Utility 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) or TTY at 1-800-686-1570 (toll-free) from 8:00 a.m. to 5:00 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).

**10. Miscellaneous:**

- You have the right to request from CEO, twice within a 12-month period, up to 24 months of payment history, without charge. CEO will not release your Social Security Number, Employer Identification Number and/or account number(s) without your written consent, except for (a) CEO's own credit evaluation, (b) CEO's own collections and reporting, (c) participating in programs funded by the universal service fund pursuant to Section 4928.54 of the Ohio Revised Code or (d) assigning Customer's Agreement to another CRES provider.
- CEO's environmental disclosure statement is available for viewing on CEO's website [www.capitalenergyohio.com](http://www.capitalenergyohio.com). CEO will also provide the information upon request.
- CEO may assign its rights, without Small Commercial Customer consent, to another CRES Provider, including any successor, subsidiary or affiliate, in accordance with the rules and regulations of the PUCO.



- CEO assumes no responsibility or liability for the following items that are the responsibility of the Utility: operation and maintenance of the Utility's electrical system, any interruption of service, termination of service, and deterioration of the Utility's service. In the event of a power outage, you should contact your Utility.
- You are responsible for providing CEO with accurate account information. If said information is incorrect, CEO reserves the right to terminate the Agreement.
- CEO reserves the right to return you to the Utility if your rate code is changed and the account is no longer eligible for this program. You authorize, but do not obligate, CEO to exercise your governmental aggregation opt-out rights.

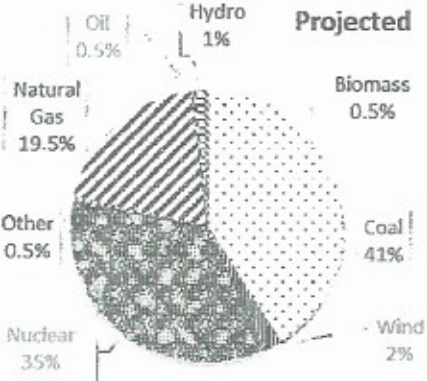
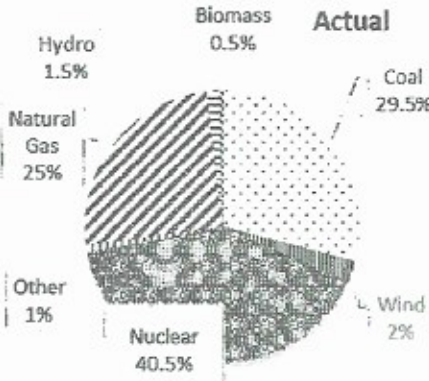
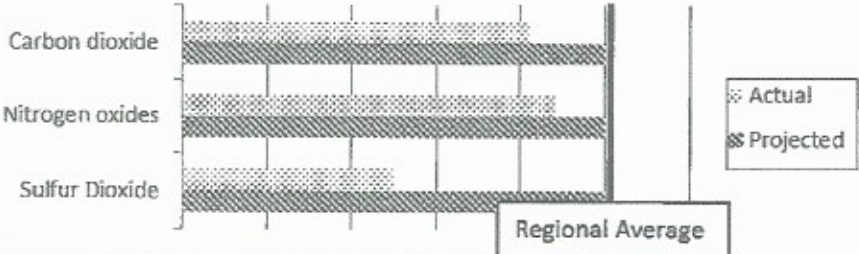
**11. Warranty and Force Majeure:** THE WARRANTIES SET FORTH IN THIS PARAGRAPH ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE. CEO will make commercially reasonable efforts to provide your electric Generation Service, but does not guarantee a continuous supply of electricity. Certain causes and events are out of the reasonable control of CEO and may result in interruptions in service. CEO is not liable for damages caused by acts of God, accidents, strikes, labor troubles, required maintenance work, inability to access the Utility distribution system, nonperformance by the Utility, or any other cause beyond CEO's reasonable control. You and CEO both agree that the following will constitute force majeure events under this Agreement and that CEO shall have the right to terminate the agreement without liability upon the occurrence of any action taken by the Utility, applicable RTO, the PUCO, transmission provider, or any federal, state, or local government authorities which prevents or legally prohibits CEO from performing under the terms of this Agreement. In the event that the Agreement is terminated, you will be returned to your Utility's standard service offer and no early termination fee will be assessed.

**12. Remedies, Indemnification and Choice of Law:** Unless otherwise expressly provided herein, any liability under this Agreement will be limited to direct, actual damages as the sole and exclusive remedy, and all other remedies or damages at law or in equity are waived. Neither party will be liable to the other party or its affiliates for consequential, incidental, punitive, exemplary, or indirect damages, including lost profits or other business interruption damages, whether in tort or contract, under any indemnity provisions or otherwise in connection with this Agreement. The limitations imposed on remedies and damage measurement will be without regard to cause, including negligence of any parties, whether sole, joint, concurrent, active or passive, provided no such limitation shall apply to damages resulting from the willful misconduct of any party. You assume full responsibility for power furnished to you at the delivery point(s) and on your side of the delivery point(s), and agree to and shall indemnify, defend, and hold harmless CEO and its personnel from and against all claims, losses, expenses, damages, demands, judgments, causes of action and suits of any kind, including claims for personal injury, death, or damages to property occurring at the delivery point(s) or on your side of the delivery point(s) and upon the premises, arising out of or related to the electricity and/or your performance under the Agreement. This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio without giving effect to any conflicts of law principles that otherwise might be applicable. Any legal action involving this Agreement shall be brought only in a court of the State of Ohio sitting in Delaware County, Ohio or the United States District Court sitting in Franklin County, Ohio.

**13. Payments to Certain Third-Parties:** You acknowledge and understand that Trebel LLC is acting on your behalf as your representative and is not a representative or agent of CEO. CEO is remitting a fee to Trebel LLC on your behalf in connection with its effort to facilitate the parties' entering into this Agreement. Your fixed price reflects the fee being distributed to Trebel LLC. You should direct any questions regarding such fee to Trebel LLC.

**14. Survival:** The following terms and conditions will survive the expiration or termination of this Agreement for a period of two years, for any reason: 3, 6, 7, 8, 10, 11, and 12.



Environmental Disclosure Information – Quarterly Comparisons												
Capital Energy Ohio												
Projected Data for the 2016 Calendar Year												
Actual Data for the Period 01/01/16 to 6/30/16												
<b>Generation Resource Mix -</b> A comparison between the sources of generation projected to be used to generate this product and the actual resources used during this period.	<b>Projected</b> 		<b>Actual</b> 									
<b>Environmental Characteristics—</b> A description of the characteristics associated with each possible generation resource.	Biomass Power	Air Emissions and Solid Waste										
	Coal Power	Air Emissions and Solid Waste										
	Hydro Power	Wildlife Impacts										
	Natural Gas Power	Air Emissions and Solid Waste										
	Nuclear Power	Radioactive Waste										
	Oil Power	Air Emissions and Solid Waste										
	Other Sources	Unknown Impacts										
	Solar Power	No Significant Impacts										
	Unknown Purchased Resources	Unknown Impacts										
	Wind Power	Wildlife Impacts										
<b>Air Emissions –</b> Product-specific projected and actual air emissions for this period compared to the regional average air emissions.												
<b>Radioactive Waste –</b> Radioactive waste associated with the product.	<table><tr><th>Type:</th><th colspan="2">Quantity:</th></tr><tr><td>High-Level Radioactive Waste</td><td>Unknown</td><td>Lbs./1,000 kWh</td></tr><tr><td>Low-Level Radioactive Waste</td><td>Unknown</td><td>Ft³/1,000 kWh</td></tr></table>			Type:	Quantity:		High-Level Radioactive Waste	Unknown	Lbs./1,000 kWh	Low-Level Radioactive Waste	Unknown	Ft³/1,000 kWh
	Type:	Quantity:										
	High-Level Radioactive Waste	Unknown	Lbs./1,000 kWh									
	Low-Level Radioactive Waste	Unknown	Ft³/1,000 kWh									
With in-depth analysis, the environmental characteristics of any form of electric generation will reveal benefits as well as costs. For further information, contact (Capital Energy Ohio) at ( <a href="http://www.capitalenergyohio.com">www.capitalenergyohio.com</a> ) or by phone at (614-540-2422).												

**Richmond Village**  
Governmental Aggregation Program  
PO Box 1498  
Westerville, OH 43086-1498

Important Governmental Aggregation  
Information Enclosed





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

**Commission of Ohio Docketing Information System on**

**6/5/2018 1:17:02 PM**

**in**

**Case No(s). 16-1462-EL-GAG**

Summary: Application for Certification Renewal as an Electric Governmental Aggregator  
electronically filed by Mr. Scott Belcastro on behalf of Village of Richmond