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18-1122-EL-GAG

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	18-1122-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 located in the applicant name. For example, Miami Township, Hamilton County

Name Village of West Lafayette, Coshocton County
Address 113 East Railroad Street, West Lafayette, OH 43845
Telephone Number (740) 545-7834
Web site address (if any) www.westlafayettevillage.com
County Coshocton

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

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.
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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 Mark R. Frye
Title Consultant for Village of West Lafayette
Business address 5577 Airport Highway, Suite 101, Toledo, OH 43615
Telephone number (419) 539-9180 Fax (419) 539-9185
E-mail address mfrye@palmerenergy.com

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

Name Mark R. Frye
Title Consultant for Village of West Lafayette
Business address 5577 Airport Highway, Suite 101, Toledo, OH 43615
Telephone number (419) 539-9180 Fax (419) 539-9185
E-mail address mfrye@palmerenergy.com

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

Address Palmer Energy Company 5577 Airport Highway, Suite 101, Toledo, OH 43615
Toll-free telephone number (419) 539-9180
Fax # (419) 539-9185

Stephen R. Burdick Mayor
Signature of Applicant & Title

Sworn and subscribed before me this 3rd day of July, 2018
Month Year

DuCoty T. Cochran
Signature of official administering oath

DuCoty T. Cochran
Print Name and Title



DuCoty T. Cochran
Notary Public, State of Ohio
My Commission Expires
June 29, 2019

My commission expires on June 29 2019

AFFIDAVIT

State of Ohio :

County of Coshocton :

Village of
West Lafayette
(Town)

Stephen R. Bruckner

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

He/She is the Mayor (Office of Affiant) of Village of West Lafayette (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.

Stephen R. Berdenbuckler MAJor
Signature of Affiant & Title

Sworn and subscribed before me this 3rd day of July, 2018
Month Year

DuCoty T. Cochran
Signature of official administering oath

DuCoty T. Cochran
Print Name and Title



DuCoty T. Cochran
Notary Public, State of Ohio
My Commission Expires
June 29, 2019

My commission expires on June 29 2019

Exhibit A-2

Authorizing Ordinance

Village of West Lafayette,
Coshocton County, Ohio

Record of Resolutions

Resolution No.: 2018-37

Passed June 25, 2018

AN RESOLUTION APPROVING THE OPERATION AND GOVERNANCE OF A GOVERNMENTAL ELECTRIC POWER AGGREGATION PROGRAM WITH OPT- OUT PROVISIONS PURSUANT TO SECTION 4928.20 OF THE OHIO REVISED CODE

WHEREAS, the Ohio Legislature has enacted electric deregulation legislation which authorized the legislative authorities of 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; and

WHEREAS, governmental aggregations provide 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

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of West Lafayette,
State of Ohio as follows:

SECTION 1. BEST INTEREST OF THE VILLAGE

The Council of the Village of West Lafayette has concluded that it is in the best interest of the Village, its residents and businesses located within the incorporated limits of the Village to establish this aggregation program in the Village.

SECTION 2. OPT-OUT RIGHTS

Under the opt-out program, all Ohio Power residential and commercial customers in the Village are automatically included as participants in the Aggregation Program unless they opt-out of the program by providing written notice of the intention not to participate. Any person enrolled in the Aggregation Program has the opportunity to opt-out of the program at least once every three years without paying a switching fee. Any 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 of the Ohio Revised Code until the person chooses an alternative supplier.

SECTION 3. APPROVAL BY THE COUNCIL

Participation in this Governmental Electric Power Aggregation Program is hereby approved by the Council of the Village of West Lafayette and agrees to the terms and conditions regarding participation detailed in the Operation and Governance Plan.

Record of Resolutions

Resolution No.: 2018-37

Passed June 25, 2018

SECTION 4. This Resolution is hereby declared to be an emergency measure and its passage is immediately necessary in order to preserve, protect, and maintain health, safety and welfare of the citizens of the Village of West Lafayette, Ohio, and therefore the same shall be in full force and effect immediately.

Passed on this 25 day of June, 2018


Stephen R. Bordenkircher, Mayor

Attest:


Amy Bourne, Fiscal Officer

Exhibit A-3

Operation and Governance Plan

**Village of West Lafayette,
Coshocton County, Ohio**

**Village of
West Lafayette
Coshocton County, Ohio**

**Electric Power
Aggregation
Plan of Operation and
Governance**

Approved June 25, 2018

Village of West Lafayette, Coshocton County, Ohio

Electric Power Aggregation

Plan of Operation and Governance

I. INTRODUCTION

On May 8, 2018 voters in Village of West Lafayette, Coshocton County, Ohio approved a referendum that authorized the Village of West Lafayette (the Village”) to pursue Automatic Governmental Aggregation. The Village approved this Plan of Operation and Governance as prescribed by Section f4928.20 of the Ohio Revised Code. The Village has developed this Plan of Operation and Governance (“Plan of Operation”) in accordance with the governmental aggregation provisions in Section 4901:1-21-16 Ohio Administrative Code. Once certified as a Governmental Aggregator, the Village will be authorized to combine multiple retail electric customer loads within its geographic boundaries (the “Aggregation”) for the purpose of facilitating the purchase of electric supply in Ohio’s competitive retail electric market.

Village of West Lafayette anticipates that utilizing its aggregation authority will provide individual residential and small commercial consumers benefits such as price reductions that these consumers are typically unable to obtain since they lack the bargaining power, expertise and the economies of scale enjoyed by larger consumers.

II. PROCESS

Under the opt-out program, all Ohio Power residential and commercial customers in the Village are automatically included as participants in the Aggregation Program unless they opt-out of the program by providing written notice of their intention not to participate. As required by state law, the Village Council passed a Resolution and/or Ordinance, which authorized submitting the selection of opt-out aggregation to the Village’s voters.

In addition to obtaining necessary Village Council approvals, the Village is also required to comply with various PUCO regulations. The Village will file an application with the PUCO for certification as a Government Aggregator as soon as the Village Approves the Plan. As required by regulations, the Village developed this Aggregation Plan of Operation and Governance (“Plan”). The Village advertised the public hearings dates to discuss the Plan and held two hearings on the Plan.

The Village anticipates selection of a Provider prior to or shortly after receiving approval from the PUCO as a governmental aggregator. Upon Provider selection an Opt-out notice for the Village’s Program will be sent to all eligible electric customers in the Village upon approval of this Plan, setting forth the rates, terms and conditions of the program, and giving 21 days to return and opt out card or other similar notice.

The Village has decided to use an energy consultant to assist it in the establishment and implementation of its aggregation program. An RFP will be issued to select the best CRES supplier to provide electric power for the West Lafayette Aggregation Program. Under this program, Ohio Power will still deliver the electricity purchased from the Village’s selected provider to customers of the program. Such customers will receive only one bill (from Ohio

Power, and all metering, repairs and emergency service will continue to be provided by Ohio Power.

III. **DEFINITIONS.**

In order to clarify certain terminology, the following terms shall have the meanings set forth below:

“Aggregation Program” means the program developed by the Village of West Lafayette, as a Government Aggregator under Section 4928.20 Ohio Revised Code, to provide Ohio Power customers in the Village with retail electric generation services.

“Government Aggregator” means the Village and its legislative authority acting as an aggregator for the provision of a competitive retail electric service under the authority conferred under Section 4928.20 of the Ohio Revised Code.

“Member” means a person or consumer enrolled in the West Lafayette Government Aggregation Group for competitive retail electric services.

“Retail Electric Generation Provider” (“Provider”) means an entity certified by the Public Utilities Commission of Ohio (“PUCO”) to provide competitive retail electric service(s), and which is chosen by the Village to be the entity responsible to provide the required service related to Government Aggregation as defined in Section 4928.20 of the Ohio Revised Code and applicable provisions of the rules of the PUCO.

“Competitive Retail Electric Service” (“CRES”) means a component of electric retail service that is deemed competitive pursuant to the Ohio Revised Code or pursuant to an order of the PUCO.

IV. **OPERATIONAL PLAN:**

A. **Aggregation Services**

1. Provider: West Lafayette will use a contractor (“Retail Electric Generation Provider”) to perform and manage aggregation services for its Members. The Village will select a supplier following a Request for Proposal (RFP) process administered by its consultant. The selected supplier 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 selected supplier must provide the Village or its authorized consultant, if requested, an electronic file containing the Members usage, and charges. Upon request this information shall be sent to the Village or its authorized consultant within 30 days. The selected supplier must have local and/or a toll free number for Members to call.
2. Database: The Retail Electric Generation Provider will build and maintain a database of all Members. The database will include the name, address, Ohio Power account number, and Retail Electric Generation Provider’s account of the Member and other pertinent information such as rate code, rider code (if applicable), most recent 12 months of usage and demand, and meter read cycle. This database will be updated at least quarterly. Accordingly, the Retail

Electric Generation Provider will develop a process to be implemented that will be able to accommodate at a minimum Members who: 1) leave the program due to relocation, opting out, etc.; 2) decide to enter the Program; 3) relocate within eligible areas within the Village; and 4) move into the Village and desire to enter the Program. This database shall also be capable of eliminating PIPP customers, mercantile accounts, and commercial accounts using more than 700,000 KWh annually from the Program as well as those who have previously switched to an alternate supplier or previously opted out. The Retail Electric Generation Provider will use this database to perform bill audits for clerical and mathematical accuracy of Member bills.

3. Member Education: The Retail Electric Generation Provider will develop, with the assistance of the Village and its authorized consultant, an educational program that generally explains the Aggregation Program to Members, provides updates and disclosures mandated by Ohio law and PUCO rules, and implements a process to deal with allowing 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 to the Village or the Provider. See Appendix A for a detailed description of the Education Process.
4. Customer Service: The Retail Electric Generation Provider will develop and administer a customer service process that, at a minimum, will be able to accommodate: 1) Member inquiries and complaints about billing; and 2) answer questions regarding the Program in general. This process will include at a minimum, a description of how telephone inquiries will be handled, either internally or externally, how invoices will be prepared, how remittance of payment will be dealt with, and how collections for delinquent accounts will be addressed. See Appendix B for a detailed description of the Customer Service Plan.
5. Billing: West Lafayette will use the Retail Electric Generation Provider, or its designated agent, to provide billing services to each Member for the Competitive Retail Electric Services, with no additional administrative fee. At this time, Ohio Power will render the billing statement, which should be consistent with all applicable guidelines issued by the PUCO. As this market develops, the West Lafayette may, at its option and in consultation with the Provider, change this function to the Retail Electric Generation Provider or a billing agency.
6. Compliance Process: The Retail Electric Generation Provider will develop internal controls and processes to ensure the Village remains in good standing as a Government Aggregator that complies with all laws, rules and regulations surrounding the same, as they may be amended from time to time. It will be the Retail Electric Generation Provider's responsibility to deliver periodic reports that will include at a minimum 1) the number of Members participating in the Program; and 2) a savings estimate or increase from the previous year's baseline. The Retail Electric Generation Provider will also develop a process to monitor and provide notification of any changes in laws, rules or regulations.
7. Notification to Ohio Power: The Village's Ohio Power consumers that do not opt-out of the Village's Aggregation Group will be enrolled automatically in the Aggregation Program. Participants in the Village's Aggregation Group will not be asked to take other affirmative steps in order to be included in the Group. To the extent that Ohio Power requires notification of participation, the Village and its consultant will coordinate with its Provider to provide such

notice to Ohio Power. The Provider will inform Ohio Power of any individuals who may have been permitted to join the Aggregation Group after the expiration of the enrollment period.

B. Power Supply Agreement

The Power Supply Agreement will provide for the Provider to serve the Village's Government Aggregation Group. Under the Agreement, the term for power supply to Members will be determined following the RFP process.

C. West Lafayette's Retail Electric Generation Provider

The selected Provider must satisfy each of the following requirements:

- Has a sufficient source of power to provide retail firm power to the residents and businesses of West Lafayette.
- Is a licensed Federal Power Marketer license with the Federal Energy Regulatory Commission.
- Is certified as a CRES by the PUCO.
- Is registered as a generation supplier with Ohio Power.
- Has a Service Agreement for Network Integration Transmission Service under Ohio Power's Open Access Transmission Tariff.
- Has the corporate structure to sell retail firm power to the Ohio Power customers in the Village.
- Its Electronic Data Interchange computer network is fully functional and capable of handling the Ohio Power retail electric customers in West Lafayette.
- Has the marketing ability to reach all Ohio Power retail electric customers to educate them on the Village's Aggregation Program.
- Has a call center capable of handling the Village's Aggregation Group customer calls.
- Has a toll-free number as required by the PUCO for customer service and potential complaints related to the Village's Aggregation Program.
- Will hold the Village financially harmless from any financial obligations arising from supplying power to the Ohio Power retail electric customers in the Village.
- Satisfies the State of Ohio's, Ohio Power's and the Village's credit requirements.
- Will execute the Power Supply Agreement.
- Will provide necessary information to the Village's selected consultant and the Village to allow for filing the quarterly and annual reports required by the PUCO and Sections 4805.10(A), 4911.18(A) and 4928.06(F) of the Ohio Revised Code.
- Will assist in developing a Consumer Education Plan.

D. Activation of Service

After a notice is sent out to all electric customers in the Village providing 21 days to opt out of the Program, all customers who do not opt out will be automatically enrolled in the Program. Generation service activation will occur thereafter without consumer action beginning on the customer's normal meter read date within the month when power deliveries begin under the Aggregation Program.

E. Changes, Extension or Renewal of Service

The Agreement for power supply service with the selected Provider will provide service for the term agreed upon following the RFP process. If the Agreement is extended or renewed, Members will be notified as required by law and the rules of the PUCO, as to any change in rates or service conditions. At least every three years all Ohio Power customers in the Village will be given an opportunity to opt into or out of the Program, and reasonable notice will be provided as required by law and PUCO rules. Participants will also be notified of their right to select an alternate generation supplier and of their ability to return to EDU's Standard Service Offer.

F. Termination of Service

In the event that the Power Supply Agreement is terminated prior to the end of the term, each individual Member of the Aggregation Group will receive written notification of the termination of the Program at least sixty (60) days prior to termination of service. If the Agreement is not extended or renewed, Members will be notified as required by law and the CRES rules of the PUCO 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 EDU's Standard Service Offer upon termination.

G. Opt-In Procedures

Ohio Power customers will be automatically enrolled in the Program after a 21 day opt out period, unless they return the form to be provided, notifying the Provider that they do not want to participate. Ohio Power consumers in the Village may request to join the Aggregation Group after the expiration of the enrollment period by contacting the Provider, who shall determine whether to accept them into the Program, and, if so, at what rate, subject to written policies mutually agreed upon by the Village and the Provider. The agreed upon policy in the Contract shall be consistent with the EDU's service activation requirements. Aggregation Group participants who move from one location to another within the corporate limits of the Village shall retain their participant status.

H. Opt-out Procedures

Ohio Power consumers may opt-out of the Village's Aggregation Group at any time during the opt-out period without additional fees charged by the Provider or the Village. Aggregation Group participants who switch to a different generation supplier after the expiration of the Opt-out period will be allowed to do so in correlation with the consumer's next scheduled meter read date but may be charged a switching fee in an amount and method determined by the Contract. Switching to a different generation supplier on the next meter read date, however, will occur when the next meter read date is twelve (12) business days or more from the date of the consumer's notice of intent to opt-out of the Aggregation Group. Notification of intent to opt-out of the Aggregation Group may be made by contacting the Provider by telephone or in writing. Members who opt-out of the Aggregation Group will default to the EDU's Standard Service Offer, until the consumer selects an alternate generation supplier.

I. Rates

Residential and Commercial Rates:

Through the efforts of its consultant, the Village will seek proposal from PUCO certified Retail Electric Generation Providers. The RFP shall require the suppliers to offer a generation charge for firm, full-requirements supply. The selected Provider may provide a fixed price per KWh or "percent-off" pricing structure by customer rate classification or customer class. The prices to be charged to consumers will be set through a formal bid process in which the Village of West Lafayette will select a qualified supplier. Consumer will be notified of the rates and terms of the Program through a direct mailing sent to each eligible resident and business within the Village limits. An opt-out notification will be sent to all eligible residents and business in accordance with PUCO guidelines.

J. Universal Service and Low Income Customer Assistance

The Ohio Department of Development (ODOD), under the electric restructuring law, will provide one-stop shopping for low income assistance programs. There are five low-income assistance programs: 1) Percentage of Income Payment Plan (PIPP); 2) The Home Energy Assistance Program; 3) The Home Weatherization Program. Ohio law allows the Director of the Ohio Department of development to aggregate consumers that participate in PIPP and to competitively auction the generation supply for PIPP customers. Accordingly, PIPP customers may be included in the State's PIPP customer aggregation. In the event that Ohio law and PUCO regulations are modified to allow PIPP participation, PIPP customers would be included in the Village's aggregation program unless they choose to opt out.

V. MISCELLANEOUS GOVERNANCE GUIDELINES

- A. Village Council shall approve through Resolution or Ordinance the Plan of Operation and Governance for the Aggregation program and any Amendments thereto.
- B. The Village shall contract with only Retail Electric Generation Providers certified by the Public Utilities Commission of Ohio for the provision of Competitive Retail Electric Service to the Aggregation Program Members.
- C. The Village will require any Provider to disclose any subcontractors that it uses in fulfillment of the services described above.
- D. The Village will require the Provider to maintain either a toll free telephone number, or a telephone number, that is local to Village residents who are Members.
- E. All costs of the Aggregation Program development/administration will be paid through the inclusion of an adder that will be added to Member bills.

VI. LIABILITY

THE VILLAGE SHALL NOT BE LIABLE TO PARTICIPANTS IN THE AGGREGATION GROUP FOR ANY CLAIMS, HOWEVER STYLED, ARISING OUT OF THE AGGREGATION PROGRAM OR THE PROVISION OF AGGREGATION SERVICES BY THE VILLAGE OR THE PROVIDER. PARTICIPANTS IN THE AGGREGATION GROUP SHALL ASSERT ANY SUCH CLAIMS SOLELY AGAINST THE PROVIDER PURSUANT TO THE POWER SUPPLY AGREEMENT, UNDER WHICH SUCH PARTICIPANTS ARE EXPRESS THIRD-PARTY BENEFICIARIES.

VII. INFORMATION AND COMPLAINT NUMBERS

Potential participants can receive more information about the program or Copies of this Plan from the Village free of charge by calling 740-545-7834.

Any electric customer, including any participant in the Village's Aggregation Program, may contact the Public Utilities Commission of Ohio (PUCO) for information, or to make a complaint against the Program, the Provider or EDU. The PUCO may be reached toll free at 1-800-686-7826.

Appendix A -- Education Process

The Provider will develop an educational program in conjunction with the Village and its energy consultant. Its purpose will be to explain the aggregation program to its members, provide updates and disclosures as mandated by State law and the rules of the PUCO, and provide the opportunity for the members to opt out of the program. The following are the program components:

1. Each eligible consumer within the limits of the Village will receive via U.S. Mail notification of: what government aggregation means, their membership in the government aggregation program, the procedure which must be followed in order to opt out of the program, the price that they can expect to receive as a member of the program, and the deadline for returning the opt out form. See the attached letter.
2. The Provider will work with the Village to provide opportunities for educating residents in the Village about the Program and their rights under the law, PUCO rules and this Program. In addition, the Provider and Village will work to provide education about and other opportunities for energy efficiency measures to help consumers reduce energy consumption.
3. The Provider will provide updates and disclosures as mandated by State law and rules of the PUCO. See attached Terms and Conditions document.
4. The opt-out opportunity will be provided to the Members of the program at least every three years. Should conditions, suppliers, price, or any other component of the program change within the three-year period, participants will be given a notice of their opportunity to opt out of, or into the program.

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Service address (Village, state and Zip): _____

Phone number: _____

Account holder's signature: _____ Date: _____

Mail by _____, 2018 to _____ Village of West Lafayette Electric Governmental Aggregation Program,

Appendix B --- Customer Service Plan

A. Member Access:

1. Provider shall ensure Members reasonable access to their service representatives for inquiries, complaints, to discuss charges on Member bills, and transact any other business.
2. Telephone access shall be toll free and afford Members prompt answer times during normal business hours, as follows:

_____ Corporation
Address: _____
Village: _____, _____
Toll-free telephone number: 1-_____
Hours: _____

3. Provider shall provide a 24-hour automated telephone message instructing callers to report any service interruptions or electrical emergencies to the EDU with appropriate phone numbers.

B. Member Complaints:

1. Provider shall investigate Member complaints (including complaints referred by EDU) and provide a status report within five calendar days following receipt of the complaint to:
 - a. The consumer, when the complaint is made directly to Provider; or
 - b. The consumer and The PUCO Staff ("Commission Staff"), when a complaint is referred to Provider by the Commission Staff.
2. If an investigation is not completed within 14 calendar days, Provider shall provide status reports to the consumer, the Village and its consultant or, if applicable, to the consumer, the Village, its consultant and the Commission Staff. Such status reports shall be provided at five-day intervals until the investigation is complete, unless the action that must be taken will require more than five days and the Member has been so notified.
3. The Provider shall inform the consumer, or the consumers, the Village, its consultant, and the Commission Staff, of the results of the investigation, orally or in writing, no later than five calendar days after completion of the investigation. The consumer, the Village, its consultant and the Commission Staff may request the report in writing.
4. If a residential consumer disputes the Provider report, it shall inform the consumer that the Commission Staff is available to help resolve informal complaints. Provider shall provide the consumer with the current address, local/toll free telephone numbers, and TDD/TTY telephone numbers of the Commission's consumer services department.

5. Provider shall retain records of Member complaints, investigations, and complaint resolutions for one year after the occurrence of such complaints, and shall provide such records to the Commission Staff within five calendar days of request.
6. Provider shall make good faith efforts to resolve disputes.

C. Member Billing and Payments

1. The Provider shall arrange for Ohio Power or its agent to bill Members for such services according to a tariff approved by the commission. Residential Member bills issued by or for the Provider shall be accurate and understandable, be rendered at intervals consistent with those of Ohio Power, and contain sufficient information for Members to compute and compare the total cost of competitive retail electric service (s). Such bills shall also include:
 - a. The Member's name, billing address, service address, the Member's EDU account number, and if applicable, Provider account number;
 - b. The dates of service covered by the bill, an itemization of each type of competitive service covered by the bill, any related billing components, the charge for each type of service, and any other information the Member would need to recalculate the bill for accuracy;
 - c. The applicable billing determinants, including beginning meter reading, ending meter reading(s), demand meter reading(s), multipliers, consumption(s), and demands;
 - d. For Member-generators with net metering contracts, a statement of the net metered generation;
 - e. The unit price per kWh charged for competitive service, as calculated by dividing current-period competitive service charges by the current-period consumption;
 - f. An identification of the provider of each service appearing on the bill;
 - g. The amount billed for the current period, any unpaid amounts due from previous periods, any payments or credits applied to the Member's account during the current period, any late payment charges or gross and net charges, if applicable, and the total amount due and payable.
2. The due date for payment to keep the account current. Such due date shall be no less than:
 - a. Fourteen days after the postmark date on the bill for residential Member; and Twenty-one days after the postmark date on the bill for nonresidential Members;
 - b. Current balance of the account, if a residential Member is billed according to a budget plan;
 - c. Options and instructions on how Members may make their payments;
 - d. For each provider whose charges appear on the bill, a listing of the provider's toll-free telephone number and address for Member billing questions or complaints;
 - e. A listing of the toll-free consumer assistance telephone numbers and available hours for applicable state agencies, such as the commission, the Ohio Consumers' Counsel, and the Ohio Attorney General's office;

- f. The Ohio Power 24-hour local/toll-free telephone number for reporting service emergencies;
 - g. Identification of estimated bills or bills not based upon actual end-of-period meter readings for the period; and
 - h. An explanation of any codes and abbreviations used.
- 3. If applicable, the provider, upon request, provide Members with the name and street address/location of the nearest payment center and/or authorized payment agent.
- 4. If applicable, when a Member pays the bill at a payment center or to an authorized payment agent, such payment shall be credited to the Member's account as of the day such payment center or agent receives it.
- 4. The Village and Provider shall establish policies and procedures for handling billing disputes and requests for payment arrangements.

D. Collections for delinquent accounts:

The EDU's credit and collection policies will apply to Program Members and shall be administered by the EDU. Neither the Governmental Aggregator, nor the Provider, will implement additional policies with respect to credit, deposits and collections. Failure to pay for Competitive Retail Electric Services may result in cancellation of the Member's contract with the Provider, and return the Member to the EDU's Standard Service Offer.

Exhibit A-4

Automatic Aggregation Disclosure – Opt-out Form

**Village of West Lafayette,
Coshocton County, Ohio**

August _____, 2018

Dear Village of _____ Resident,

Village of _____ is providing you the opportunity to join other residents to save money on the electricity you use. Savings are possible through governmental aggregation, where your community officials bring together citizens to gain group buying power for the purchase of electricity from a retail electric generation provider certified by the Public Utilities Commission of Ohio. Your community voters approved this program in May 2018.

After researching competitive electricity pricing options for you, has chosen _____ to provide you with electric generation through _____. There is no cost for enrollment and you will not be charged a switching fee. You do not need to do anything to participate.

As a member of this aggregation, your electricity supplies will be priced at _____ or approximately _____ below your Price to Compare. Your Price to Compare is essentially the price you pay for electric generation from the utility and consists of generation and transmission related components, which are the costs associated with generating the power and delivering it through the transmission system.

To estimate what your savings per kilowatt-hour (KWH) will be through this program, locate your Price to Compare on your electric bill. Divide your Price to Compare by 100 then _____ to estimate your savings per KWH. Multiply that number by your total monthly usage to determine how much you can expect to save each month you use the same amount of electricity.

You will see your electric savings after your enrollment has been completed and your switch has been finalized – approximately 30 - 45 days, depending upon your meter read date. Of course, you are not obligated to participate in the Village electric governmental aggregation program. If you wish to be excluded from the program and remain a full-service customer of your local electric utility – _____ – you have until _____ to return the attached “opt-out” form. If you do not opt out at this time, you will receive a notice at least every three years asking if you wish to remain in the program. If you leave the program at any other time, you could be subject to a \$_____ cancellation fee from _____ – and you might not be served under the same rates, terms and conditions that apply to other customers served by your local electric distribution utility.

After you become a participant in this governmental aggregation program, your local electric distribution utility will send you a notice confirming your selection of _____ as your electric generation provider. As required by law, this letter will inform you of your option to cancel your contract with _____ within seven days of its postmark. To remain in the Village’s governmental aggregation program, you don’t need to take any action when this letter arrives.

Your local electric distribution utility will continue to maintain the system that delivers power to your home or business – no new poles or wires will be built by _____. You will continue to receive a single, easy-to-read bill from your local electric utility that includes with your _____ charges included. The only thing you’ll notice is savings.

If you have any questions, please call _____ toll-free at 1-866-636-3749, Monday through Friday, 8 a.m. to 5 p.m. Please do not call your Village with aggregation program questions.

Sincerely,

Village of _____

P.S. To receive these savings, **you should not respond**. Return the opt-out form only if you do not want to participate in the Village’s electric governmental aggregation program.

Option 1: Do nothing and save.
If you want to participate in this program and save, you do not need to return this form. Your enrollment is automatic.

OR

Option 2: Opt out by returning this form.
If you do not want to participate in this program, you must return this form before the due date.

Account #

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Service address (Village, state and Zip): _____

Phone number: _____

Account holder's signature: _____ Date: _____

Mail by _____, 2018 to _____ Village of West Lafayette Electric Governmental Aggregation Program,

Exhibit A-5

Experience

**Village of West Lafayette,
Coshocton County, Ohio**

The Village Council Administration and Staff routinely negotiate for services and supplies that benefit the residents of West Lafayette. However, due to the complexity of Governmental Aggregation, the Village has selected Palmer Energy Company, to assist them in designing implementing and maintaining the Program.

Palmer Energy Company is a Toledo based energy consulting firm founded in 1980. Palmer Energy was a natural gas industry pioneer by working on their customers' behalf as an external consultant. Purchased by Mark Frye in 1994, Palmer Energy has become a leader in unbiased energy management and consulting. While its evolution continues alongside the energy industry, Palmer Energy Company is dedicated to operating as an integral member of a client's energy management team.

Palmer Energy is also the energy consultant for The Northwest Ohio Aggregation Coalition (NOAC). NOAC is a coalition of communities in Lucas and northern Wood Counties providing governmental aggregation services for electric and natural gas customers within the Cities of Maumee, Northwood, Oregon, Perrysburg, Rossford, Sylvania, Toledo and Waterville, the Villages of Delta, Holland, Ottawa Hills and Walbridge, the Wood County Townships of Lake and Perrysburg, and all the unincorporated township areas of Lucas County (through the Board of County Commissioners, Lucas County, Ohio). Mark Frye, President of Palmer Energy, is NOAC's designated consultant and has testified on behalf of NOAC in several matters before the Public Utilities Commission of Ohio.

Palmer Energy recently partnered with the Ohio Municipal League to help manage a natural gas and electric program for the facilities, as well as electric and natural gas government aggregation programs for the residents of member cities and villages. This program was designed specifically to help cities and villages save money on their natural gas and electric bills by utilizing the strength of group buying.

Palmer Energy Company will:

- Assist the day to day administration of program (problem resolution, press releases, PUCO compliance, supplier liaison, contract review, etc.)
- Design and issue the Request for Proposal, analyze supplier responses and provide recommendations for the supply agreement.
- Review customer data provided by Ohio Power that would serve as the basis for an opt-out notice.
- Write and prepare reports on a quarterly/annual basis to the Village, PUCO, PUCO's Market Monitoring division, and the Ohio Consumers' Counsel.

Contact information for Palmer Energy Company

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Toledo, Ohio 43615
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419-539-9185 (Fax)
Email: mfrye@palmerenergy.com