



December 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 Sunbury, Delaware County, OH.**

**CASE #12-3228-EL-GAG**

Village of Sunbury 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



## Public Utilities Commission

Original GAG Case Number	Version
12-3228-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 Sunbury, Delaware County, OH

Address 9 E. Granville Street, Sunbury, OH 43074

PUCO Certificate # and Date Certified 13-626E(3), January 17, 2017

Telephone # (740) 965-2684 Web site address (if any) www.sunburyvillage.com

- 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**

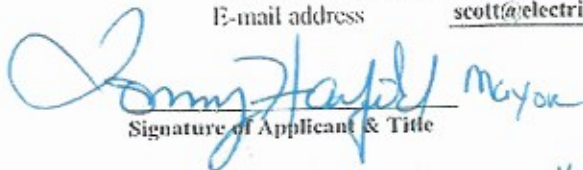
Name Scott Belcastro  
Title Principal  
Business address 1216 Lexington Ave., Suite 301, Mansfield, OH 44907  
Telephone # (614) 425-4885 Fax # (614) 417-0410  
E-mail address scott@electricsuppliers.org

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

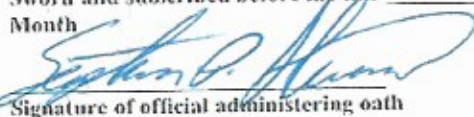
Name Scott Belcastro  
Title Principal  
Business address 1216 Lexington Ave., Suite 301, Mansfield, OH 44907  
Telephone # (614) 425-4885 Fax # (614) 417-0410  
E-mail address scott@electricsuppliers.org

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

  
Signature of Applicant & Title

Sworn and subscribed before me this 9<sup>TH</sup> day of NOVEMBER, 2018 Year  
Month

  
Signature of official administering oath

STEPHEN P. ALEXANDER  
Print Name and Title

**STEPHEN P. ALEXANDER**

NOTARY PUBLIC  
STATE OF OHIO

My commission expires on MARCH 19 2022

MY COMMISSION EXPIRES 3/19/2022



# AFFIDAVIT

State of Ohio :

Village of Sunbury ss.  
(Town)

County of Delaware :

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

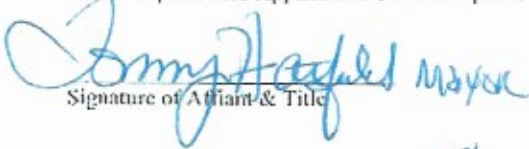
He/She is the Mayor (Office of Affiant) of Village of Sunbury (Name of Applicant);

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.

  
Signature of Affiant & Title

Sworn and subscribed before me this 9<sup>TH</sup> day of NOVEMBER, 2018  
Month Year

  
Signature of official administering oath

STEPHEN P. ALEXANDER  
Print Name and Title

**STEPHEN P. ALEXANDER**

NOTARY PUBLIC  
STATE OF OHIO

My commission expires on MARCH 19, 2022

MY COMMISSION EXPIRES 3/19/2022

**EXHIBIT A-2**

**AUTHORIZING ORDINANCE**

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**ORDINANCE 2011-14**

BOARD OF ELECTIONS  
DELAWARE COUNTY, OHIO

**AN ORDINANCE TO AUTHORIZE ALL ACTION NECESSARY TO AFFECT AN  
OPT-OUT ELECTRIC AGGREGATION PROGRAM PURSUANT TO SECTION  
4928.20 OF THE REVISED CODE**

RECEIVED

**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 electric loads located in the respective jurisdictions and to enter into service agreements to facilitate for those loads the purchase and sale of electricity; and

**WHEREAS**, Electric Aggregation provides an opportunity for electric consumers collectively to realize electric savings, lower cost electric supplies, and other benefits that the consumers may not otherwise be able to realize individually; and

**WHEREAS**, the Village of Sunbury, Ohio, desires to submit an ordinance to the Board of Elections to submit to the electors of the Village of Sunbury, Ohio, the question of whether the Village should create an Electric Aggregation program in accordance with Ohio Revised Code § 4928.20; and

**WHEREAS**, this ordinance should be reviewed by the appropriate Village Council committee and presented to the Village Council for consideration in a timely manner in that this must be certified to the Delaware County Board of Election authorities by August 10, 2011 since opportunities to coordinate aggregation activities with certain suppliers of electric may become limited due to market conditions; and

**WHEREAS**, the Mayor has recommended the passage of this Ordinance in order to provide this opportunity for cost savings to the residents of the Village of Sunbury.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF SUNBURY, DELAWARE COUNTY, OHIO AS FOLLOWS:**

**SECTION 1:** This Village Council finds and determines that to facilitate competitive retail electric service to promote electric savings, lower cost electric supplies, and other benefits, it is in the best interest of the Village and certain electric consumers within the jurisdiction of the Village to establish an opt-out Electric Aggregation program in the Village pursuant to Section 4928.20, Revised Code. Provided that this Ordinance and the Electric Aggregation program is approved by the electors of the Village in accordance with this Ordinance, the Village is hereby authorized to take all actions necessary to affect an Electric Aggregation program pursuant to Section 4928.20, Revised Code. The Village may exercise this authority jointly with other entities to the full extent permitted by law, and for such purposes. Actions necessary to affect the Electric Aggregation program include determining and entering into service agreement(s) with electric suppliers to facilitate the sale and purchase of all electric commodity and services to serve the enrolled electric consumers. The Village shall be authorized by the electors to be the only entity authorized to act for and on behalf of the enrolled electric consumers to determine

and select the electric supplier(s) to provide the commodity and all other services for the Electric Aggregation program and the enrolled consumers.

**SECTION 2:** The Electric Aggregation program shall not apply to persons meeting any of the following criteria, as more specifically described in Section 4928.20(H)(1-5) of the Ohio Revised Code: (i) a customer that has opted out of the aggregation, (ii) a customer in contract with a certified electric services company, (iii) a customer that has a special contract with an electric distribution utility, or (iv) a customer that is not located within the governmental aggregator's governmental boundaries, (v) subject to division (C) of section 4928.21 of the Revised Code, a customer who appears on the "do not aggregate" list maintained under that section.

**SECTION 3:** That this Council hereby authorizes and directs the Delaware County Board of Elections to submit to the electors of the Village of Sunbury at an election to be held at the usual places of voting of said Village on Tuesday, November 8, 2011, the following question:

To facilitate competitive retail electric service to promote electric savings, lower cost electric supplies, and other benefits, shall the Village of Sunbury have the authority to aggregate retail electric loads located in the Village of Sunbury and enter into service agreements for the sale and purchase of electric commodity and other services, such aggregation to occur automatically, except where any person elects to opt-out?

FOR, the Village of Sunbury to facilitate competitive retail electric service to promote electric savings and other benefits by acting as an aggregator.

NOT FOR, the Village of to facilitate competitive retail electric service to promote electric savings and other benefits by acting as an aggregator.

**SECTION 4:** That the Village Fiscal Officer is authorized and directed to file a certified copy of this Ordinance with the Delaware County Board of Elections not later than 4:00 p.m. August 10, 2011. The Electric Aggregation program shall not take effect unless approved by a majority of the electors voting upon the proposed ballot question at the election held in accordance with this Ordinance and Section 4928.20 of the Ohio Revised Code. Upon approval, the Electric Aggregation shall take effect at the earliest permissible point in time and continue thereafter in accordance with the requirements of Chapter 4928.20 of the Ohio Revised Code.

**SECTION 5:** That the Board of Elections of Delaware County shall cause an appropriate notice to be duly given of the election to be held on Tuesday, November 8, 2011, on the foregoing proposal and otherwise to provide for such election in the manner provided by the general laws of the State of Ohio.

**SECTION 6:** Upon approval by a majority of the electors voting at the election provided for in this Ordinance, the Village shall develop and adopt a plan of operations and governance for the Electric Aggregation program. Consumers enrolled in the Electric Aggregation program shall be supplied their electric requirements and other services in accordance with supply



agreement(s) determined and arranged by the Village, as opportunities become available to provide benefits on behalf of the electric consumers enrolled in the Electric Aggregation program and the consumers located within the jurisdiction of the Village. The Village shall be authorized by the electors to be the only entity authorized to act for and on behalf of the electric consumers that have enrolled in the Electric Aggregation program to determine and select the electric supplier(s) to provide the commodity and all other services for the Electric Aggregation program and the enrolled consumers. Before adopting such Plan, at least two public hearings on the Plan shall be held. Before the first hearing, notice of the first hearing 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 location of each hearing.

**SECTION 7:** The adopted Plan shall not aggregate any retail electric load within the Village, unless the person whose retail electric load is to be so aggregated is notified in advance that the person will be enrolled automatically in the Electric Aggregation program and shall remain so enrolled, unless the person affirmatively elects not to be so enrolled by a stated procedure. The disclosure shall state the rates, charges, and other terms and conditions of the enrollment. Once enrolled the consumer may only opt-out of the Electric Aggregation program every two years without paying a switching fee. Any such person that opts-out of the Electric Aggregation program shall default to the electric company providing distribution service for the person's retail electric load, until the person chooses an alternative supplier.

**SECTION 8:** It is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were meetings open to the public, and in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

**WHEREFORE,** this Ordinance shall take effect from and after the earliest time permitted by law.

**VOTE ON ORDINANCE 2011-14**


**YEAS**

**NAYS**

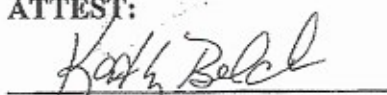
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**PASSED:** July 6, 2011

  
**LEONARD R. WEATHERBY, Mayor**

**ATTEST:**

  
**Kathy Belcher, Fiscal Officer**

**CERTIFICATION**

I hereby certify on this 11 day of July, 2011  
that the foregoing is a true and accurate copy of the ordinance passed at the meeting held on  
July 6, 2011, of the Village of Sunbury of the County of Delaware,  
State of Ohio.

Kathy Balch  
Fiscal Officer

**EXHIBIT A-3**

**OPERATION AND GOVERNANCE PLAN**





**VILLAGE OF SUNBURY  
ELECTRIC AGGREGATION  
PROGRAM**

***OPERATION AND GOVERNANCE  
PLAN***

Prepared by:



**Amended and Adopted on February 18, 2015**

## **I. Overview**

In November 2011, a majority of voters authorized the Village of Sunbury ("Village") to create a form of government electric aggregation known as "opt-out" aggregation and to create an opt-out electric aggregation program ("the Aggregation Program") as provided under Section 4928.20 of the Ohio Revised Code. Under the opt-out electric aggregation program, all eligible electric consumers within the Village's limits will be automatically included in the Aggregation Program initially. However, all consumers will also be given the opportunity to opt out of or decline participation in the Aggregation Program as detailed herein. Additionally, Participants who leave the Aggregation Program and wish to return, consumers who affirmatively choose to participate in the Aggregation Program, and consumers who move into the Village after the initial opt-out period will be afforded the opportunity to enroll in the Aggregation Program on an opt-in basis.

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

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

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

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



## **II. Process**

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

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

Participants who leave the Aggregation Program and wish to return, consumers who affirmatively choose to participate in the Aggregation Program, and consumers who move into the Village after the initial opt-out period will be afforded the opportunity to enroll in the Aggregation Program on an opt-in basis. However, the Village cannot guarantee rates, terms, and conditions to consumers enrolling in the Aggregation Program after the initial 21-day opt-out period. Opt-in Participants enrolling in the Aggregation Program will execute an opt-in contract with the selected CRES Provider delineating the rates, terms, and conditions prior to being placed into the Aggregation Program.

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

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

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

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



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

#### **A. Definitions**

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

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

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

## **B. Aggregation Program Management**

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



and costs, and providing consulting services to aggregate and procure energy and/or energy-related services, products, and accounts, and representing the Village in dealings with CRES Providers, the Ohio Legislature, the PUCO, and the OCC.

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

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

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

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

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

1. Is certified as a CRES Provider by the PUCO;
2. Is registered with AEP;
3. Has a service agreement under AEP's Open Access Transmission Tariff;
4. Has successfully completed Electronic Data Interchange (EDI) computer system testing with AEP, and the CRES Provider's EDI computer system is capable of effectively processing Aggregation Program EDI transactions in a timely manner;
5. Will maintain a database of Aggregation Program Participants, which will include all necessary information for the CRES Provider, Village, and Consultant to serve and manage the Aggregation Program;



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

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

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

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

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

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

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

It is the intention of the Village to offer its Aggregation Program to eligible residential and non-mercantile commercial customers in any and all customer classifications, and in all rate categories, for which the CRES Provider can offer a

savings compared to the electric distribution utility's avoidable costs or price to compare.

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

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

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

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

**G. Initial Consumer Notification and Enrollment**

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

All eligible consumers will be notified in writing of the rates, charges, and other terms and conditions of participation in the Aggregation Program and that they will be automatically enrolled in the Aggregation Program unless they opt out of, or decline participation in, the Aggregation Program. Consumers will be given 21 days from the postmark date of the opt-out letter in which to notify the Village that they wish to opt out of, or decline participation in, the Aggregation Program without penalty fees. Consumers opting out of the program will remain on the applicable utility's Standard Offer Generation Service until such time as they select an approved CRES Provider.

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

After the initial 21-day opt out period has elapsed, all eligible consumers who have not notified the Village of their desire to opt out of the Aggregation Program



will be enrolled automatically by the CRES Provider at the earliest date practicable. No other affirmative steps will be required of consumers in order to be included in the Aggregation Program as Participants.

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

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

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

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

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

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

#### **I. CRES Provider Responsibilities**

The CRES Provider will build and maintain a database of all Aggregation Program Participants. The database will include the name, address, utility service



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

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

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

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

#### **J. New and Returning Participants**

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

Participants who relocate within the Village limits and retain the same electric utility account number will be allowed to continue in the Aggregation Program at their new location under the same terms and conditions as at their former location, provided the electric utility rate classification is the same at both locations, and subject to any switching fees imposed by the consumer's former electric distribution utility. The CRES Provider will comply with all local, state and federal rules and regulations regarding discontinuing service to Aggregation Program Participants.

## **K. Billing**

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

## **L. Questions and Concerns**

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

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

<b>Question or Concern</b>	<b>Contact</b>	<b>Phone Number</b>
Power outage or interruption	AEP	1-800-672-2231
Connect/disconnect service	AEP	1-800-672-2231
Meter reading/billing	AEP	1-800-672-2231
Enrollment in or opting out of Aggregation Program	CRES Provider Trebel LLC	1-888-XXX-XXXX 1-877-861-2772
Aggregation Program Questions or Concerns	Trebel LLC	1-877-861-2772
Unresolved disputes	PUCO	1-800-686-7826 (voice) 1-800-686-1570 (TDD)



**M. Reliability and Indemnification of Consumers**

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

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

**N. Participant Rights**

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

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

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

Service under the Aggregation Program shall be available to all eligible customer classes. CRES Provider contracts shall also contain non-discrimination provisions to ensure the equitable treatment of all customer classes.



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

**O. Participant Responsibilities**

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

**P. Termination of the Aggregation Program**

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

1311-001.614213v1

**EXHIBIT A-4**

**AUTOMATIC AGGREGATION DISCLOSURE**

Trebelinc

**The Village of Sunbury**  
Electric Governmental Aggregation  
Program



March 7<sup>th</sup>, 2018

Dear Village of Sunbury Residents and Businesses,

The Village of Sunbury is providing you the opportunity to participate with other Village of Sunbury residents and businesses in an opt-out Electric Aggregation Program, with Capital Energy as your provider.

Under Governmental Aggregation, the Village of Sunbury acts on behalf of electric consumers to negotiate an electric supply contract with an eligible electric service provider. Both the Village of Sunbury and eligible retail electric providers have to be certified by the Public Utilities Commission of Ohio. The Village of Sunbury passed an ordinance to adopt the program after the Village's voters approved its implementation on November 8, 2011. The Aggregation Program for the Village of Sunbury will begin within one to two billing periods, following your inclusion as a participant in the Village's program and end with your April 2021 meter read.

**Under this Aggregation Program, eligible residents and small businesses will pay a fixed rate per kWh through the April 2021 meter read.** These rates will decrease each year, as detailed below:

- Year 1 (12 months starting with the April 2018 meter read) – 5.499 ¢/kWh
- Year 2 (12 months starting with the April 2019 meter read) – 5.299 ¢/kWh
- Year 3 (12 months starting with the April 2020 meter read) – 5.149 ¢/kWh

There is no cost for the enrollment and you will not be charged a switching fee. Capital Energy's price applies to the generation service portion of your bill. **If you are ever unhappy with your service or rate from Capital Energy, 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.

If you are not currently an active participant in the Village of Sunbury's Electric Aggregation Program, AEP Ohio will send a letter confirming your acceptance of Capital Energy as your electric provider. As required by law, this letter will inform you of your option to cancel your enrollment with Capital Energy within seven (7) calendar days of its postmark date. To remain in the Villages' Governmental 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 are an active participant in the Village of Sunbury's current Electric Aggregation Program with Capital Energy you will not receive a letter from AEP Ohio and your rate will automatically be updated.

If you do not wish to participate, you must opt-out no later than **March 28<sup>th</sup>, 2018**. You can do this by completing and returning the opt out form below or calling us toll-free at **(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 which will include the fixed Capital Energy rate.

If you have any questions or if you would like to opt-out of the program, please call Capital Energy toll free at **(844) 294-4504**, Monday through Friday, 8:00 a.m. to 6:00 p.m. Frequently Asked Questions are located on the back of this letter.

Regards,

*The Village of Sunbury*

*Capital Energy*

X

*Opt-Out Form: To be executed and returned **only** if you do not wish to participate in the Village of Sunbury's Aggregation Program. Be sure to respond by **March 28<sup>th</sup>, 2018** 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 Village of Sunbury  
Electric Aggregation Program.  
<<account number>>

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_



P.O. Box 1498  
Westerville, OH 43086

844-294-4504

Info@Capital.Energy

www.Capital.Energy



## 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 Certified Retail Electric Service Provider.

### How is the Village of Sunbury able to choose a Certified Electric Generation Provider on my behalf?

In November 2011, the Village of Sunbury residents voted to allow the Village of Sunbury to contract for an electric generation supplier on their behalf. The Village of Sunbury selected Capital.Energy as the exclusive supplier for its Electric Aggregation Program, through the April 2021 meter read.

### Who is Capital.Energy?

Capital.Energy is a certified Competitive Retail Electric Service (CRES) provider certified by the PUCO, with an office located in the Central Ohio suburb of Westerville. Capital.Energy's focus has and will always be on customer support and doing the right thing for our customers. Capital.Energy sells electricity supply to customers at market based prices rather than regulated rates offered by your local utility.

### If I join the Village of Sunbury's Electric Aggregation Program, who will deliver my power, read my meter and respond to emergencies, such as power outages?

AEP Ohio will be responsible for the delivery of power to your home or business. Since AEP Ohio still owns the wires and poles that deliver power to you, they 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 calling (844) 294-4504, emailing [Info@Capital.Energy](mailto:Info@Capital.Energy) or mailing in the opt-out form by the due date, you can choose not to be enrolled as an electric generation service customer of the community's chosen Electric Service Provider.

### 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's charges for generation service.

### Does Capital.Energy offer Budget Billing?

Yes. Budget Billing is available to all aggregation customers of Capital.Energy. 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. The overall balance will be displayed on your bill each month and will be true'd up in the last month of the Aggregation Program unless you request an update based upon a large disparity between the amount charged and your actual usage.

Capital.Energy 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's toll free number, (844) 294-4504.

### 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 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 Township can choose to seek bids from electric supply providers in order to negotiate a new contract on behalf of eligible residents and businesses. 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 1-800-277-2177.

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

If you have any questions, please call Capital.Energy 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.



Unless you affirmatively "opt-out" you will be automatically enrolled if you: a) have an eligible residence or business located in the specified community; b) are not enrolled in the PIPP program and c) are not enrolled with another retail electric provider. Participation in the program is subject to the included Terms & Conditions and the Agreement between the community and Capital.Energy. Capital.Energy's rate excludes taxes, utility distribution and transmission charges and other utility charges and fees. **You may terminate your agreement at any without penalty.** For more information, call toll free 1-844-294-4504, email [Info@Capital.Energy](mailto:Info@Capital.Energy), write to: Capital.Energy, PO Box 1498, Westerville, OH 43086, or visit [www.Capital.Energy](http://www.Capital.Energy)



If you have any additional questions, please contact the Capital.Energy Customer Support Team toll free at 1-844-294-4504, Monday – Friday from 8 am to 6 pm.



P.O. Box 1498  
Westerville, OH 43086

844-294-4504

[Info@Capital.Energy](mailto:Info@Capital.Energy)

[www.Capital.Energy](http://www.Capital.Energy)



**Retail Electric Service Agreement  
Terms and Conditions under Aggregation Program**

**AGGREGATION PROGRAM:** THE PARTIES HAVE ENTERED INTO AGREEMENT IN ACCORDANCE WITH THE AGGREGATION PROGRAM ESTABLISHED PURSUANT TO SECTION 4928.20 OF THE OHIO REVISED CODE (THE "PROGRAM"), WHEREBY CAPITAL ENERGY LLC, D.B.A. CAPITAL ENERGY ("C.E") WILL PROVIDE THE ELECTRIC SUPPLY SERVICE TO THE RESIDENTIAL INHABITANTS AND SMALL COMMERCIAL INHABITANTS WHO DO NOT OPT-OUT OF THE PROGRAM.

**General:** These Terms and Conditions are Customer's agreement ("Agreement") for electric Generation Service with C.E under the Program. Customer should keep a copy of the Agreement in its records. C.E 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, C.E will supply the electric Generation Service to Customer's Utility, based on Customer's usage. Customer's Utility then distributes the electricity to Customer's residence or place of business. Distribution Service will remain with Customer's current Utility, which is regulated by the PUCO.

**Contact Information:** Capital Energy, P.O. Box 1498, Westerville, Ohio 43086, [www.Capital.Energy](http://www.Capital.Energy), 844-294-4504 or 614-540-2422, 8:00 a.m. to 6:00 p.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 Utility.
- "Utility" means the electric distribution utility serving Customer.
- "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.
- "Small Commercial Customer" means, as defined by Chapter 4901:1-21 of the Ohio Administrative Code and Section 4928.01(A) (9) of the Ohio Revised Code, a customer that is not a mercantile commercial customer (a mercantile customer is a commercial or industrial customer that consumes electricity for nonresidential purposes but the consumption is not more than 700,000 kilowatt-hours per year or is not part of a national account involving multiple facilities in one or more states).
- "Customer" means either a Residential Customer or Small Commercial Customer.
- "Transmission Service" means the moving of high-voltage electricity from a generation facility to the distribution lines of a Utility.

**Terms and Conditions of Service:**

**1. Eligibility:** Customer accounts that are on Utility's residential or small commercial service and are not enrolled in energy assistance or the Percentage of Income Plan Program ("PIPP") or a credit arrearage program administered by the Utility are eligible for this offer from C.E. If Customer becomes approved for energy assistance, the PIPP, or the Utility's arrearage crediting program while taking service under the Agreement, Customer must advise C.E and the Utility in writing in order to be switched to the Utility's standard offer service after the next meter read date. All electric service offers are subject to credit approval and shall not become a final offer until C.E has approved the creditworthiness of Customer. Customer agrees that C.E may check Customer's credit with consumer credit reporting agencies and determine if Customer's credit standing is satisfactory before accepting Customer into the Program. C.E reserves the right to refuse enrollment to any Customer with an outstanding, unpaid electric bill. C.E will not require payment of any balance due another CRES provider as a condition of establishing credit or for providing service under the Agreement. C.E may establish a Customer's creditworthiness by credit check, a reasonable and nondiscriminatory cash deposit, a guarantor, or other legally accepted practices. If C.E accepts a deposit, the deposit will not exceed 130% of the estimated monthly charge for service under the Agreement for the ensuing one year. If C.E requires a guarantor, it will require that the guarantor meets creditworthiness criteria and will require the guarantor to sign a written guarantor agreement.



**2. Opt-Out/Rescission:** Customer has the right to opt-out of the Program within at least twenty-one calendar days from the postmark date of the notice accompanying these Terms and Conditions by following the instructions in the notice. If Customer does not opt out and is initially accepted to receive electric Generation Service from C.E under the Program, Customer will receive a confirmation notice from Customer's Utility. Customer has the right to rescind Customer's enrollment without penalty within seven calendar days following the postmark date of the confirmation letter by contacting the Utility and following the instructions in the confirmation notice. Customer's right to rescind only applies when Customer initially switches to C.E under the Program. If Customer chooses to rescind enrollment within the seven-day rescission period, C.E will return any deposit Customer paid in order to obtain service under the Agreement.

**3. Basic Service Price:** During the term of the Agreement, Customer agrees to pay C.E the price per kWh set forth in the opt-out notice accompanying these Terms and Conditions ("Program Rate") for the combination of Generation Service and Generation-Related Charges from C.E. In addition to C.E's charges, Customer will be charged by the Utility for Distribution Service, Transmission Service and various other wires and utility charges. If a broker has been involved with this offer, the Program Rate accounts for any fee paid by C.E to the broker.

- **Metering/Equipment Costs:** Customer is solely responsible for the cost of installing and maintaining all metering at its service location(s), and shall bear all costs for any additional metering or equipment required by its Utility or requested by Customer.
- **Other Price-Related Information:** Under the Agreement, C.E does not offer an adjustment to the Program Rate or provide credits to Customer for net-metering if the Customer has on-site generation facilities (e.g., solar panels) and Customer directs that electricity into the Utility's distribution and transmission systems. In addition to C.E's charges, Customer will be charged by Customer's Utility for Distribution Service, Transmission Service and various other wires and utility charges.

**4. Length of Agreement:** Customer's service from C.E will commence on the next available meter reading following the seven-day rescission period (when applicable), the acceptance of the enrollment request by C.E (at its discretion and consistent with Paragraph 8 below), and the processing of the enrollment by Customer's Utility. Unless otherwise terminated, Customer's service will continue through the last meter read date in the last month of the Program's term.

**5. Billing, Refund of Deposits, and Release of Guarantors:** Customer will continue to receive a single monthly bill from Customer's Utility that will contain both Customer's Utility and C.E charges. The amount of electricity usage will continue to be measured or estimated by the Utility. Customer agrees to pay the bills in accordance with the Utility's billing and payment terms. C.E 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. C.E does offer budget billing, please use the contact information provided above for more information. If Customer does not pay Customer's bill by the due date or if Customer fails to meet any agreed-upon payment arrangements, C.E may cancel the Agreement after giving Customer a minimum of 14 days' advance written notice. Upon cancellation, Customer will be returned to Customer's Utility as a customer. Customer will remain responsible to pay C.E for any electricity used before the Agreement is cancelled, as well as any late payment charges. Further, Customer's 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 Customer on any deposit. C.E 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) Customer paid Customer's bills for service under the Agreement for 12 consecutive months without having services terminated for nonpayment; (b) Customer has not had more than two occasions in the preceding 12 months on which Customer's bills for service under the Agreement were not paid by the due date; and (c) Customer is not delinquent in the payment of Customer's bills for service under the Agreement at the time of the review. C.E will notify the guarantor within 30 days of its determination to release the guarantor from further responsibility for the account. C.E may apply some or all of a Customer's deposit to any unpaid bill.

**6. Penalties, Fees, and Exceptions:** Customer's Utility may charge switching fees; these will not be passed through to Customer. If Customer does not pay the full amount owed C.E by the due date on each bill, C.E 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 C.E. C.E reserves the right to require adequate assurances from Customer in the form of prepayment or another form of financial assurance in the event a Customer has failed to make payments in accordance with the terms herein. Customers required to provide financial assurance will be required to post that assurance within three business days of notice.

**7. Cancellation/Termination:** If the Agreement is not rescinded during the rescission period (when applicable), Customer's enrollment will be sent to Customer's Utility. Thereafter, Customer can terminate the Agreement, without penalty, if Customer moves out of the Program area or the Utility area, or moves into an area where C.E charges a different price, by giving C.E not less than 30 days' notice, whether written or verbal. A transfer of service from one Customer location to another within the Program area and within the Utility area does not prompt a refund of any deposit given. Any failure to pay Customer's bill shall be deemed a breach of the Agreement permitting C.E to terminate the Agreement upon 14 day's advance written notice. Customer will remain responsible to pay C.E for any electricity used before the Agreement is terminated, as well as any late payment charges. Customer's failure to pay Utility charges may



result in Customer's electric service being disconnected in accordance with the Utility's tariff and PUCO rules. In the event of a breach by one party, the other party may in its sole discretion terminate the Agreement upon written notice to the defaulting party as soon as such termination is permitted consistent with applicable Ohio laws, rules, orders, and tariffs. There will be no charge for the termination or breach of the Agreement for any reason. Should Customer cancel service with C.E and return to the standard service offer with Customer's Utility, Customer may or may not be served under the same rates, terms, and conditions that apply to other Utility customers. Should Customer cancel service with C.E or the Agreement is terminated, C.E will apply any deposit to the final bill. C.E will promptly refund any remaining deposit thereafter. For any remaining overdue balances, C.E may pursue collection actions against Customer and any guarantor.

**8. Customer Consent and Information Release:** By choosing to accept this offer from C.E, Customer understands and agrees to the terms and conditions of the Agreement with C.E. Customer authorizes C.E 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. C.E reserves the sole right to check Customer's credit with consumer credit reporting agencies and determine if Customer's credit standing is satisfactory before accepting Customer into the Program. The Agreement shall be considered executed by C.E following acceptance of Customer in the Program, the end of the seven-day rescission period (when applicable), and the subsequent processing of the enrollment by Customer's Utility.

**9. Dispute Resolution:** C.E is committed to customer satisfaction. Contact C.E 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.Capital.Energy](http://www.Capital.Energy). If your complaint is not resolved after you have contacted C.E and called your Utility, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio ("PUCO") for assistance at 1-800-686-7826 (toll-free) 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 utility 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:**

- Customer has the right to request from C.E, twice within a 12-month period, up to 24 months of payment history, without charge. C.E will not release Customer's Social Security Number, Employer Identification Number and/or account number(s) without Customer's written consent, except for C.E's own credit evaluation, C.E's own collections and reporting, participating in programs funded by the universal service fund pursuant to Section 4928.54 of the Ohio Revised Code, or assigning Customer's Agreement to another CRES provider.
- C.E's environmental disclosure statement is available for viewing on C.E's website – [www.Capital.Energy](http://www.Capital.Energy). C.E will also provide the information upon request.
- C.E may assign its rights, without Customer consent, to another, including any successor, subsidiary or affiliate, in accordance with the rules and regulations of the PUCO. Customer may assign the Agreement if C.E provides advance consent, which will not be unreasonably withheld. Customer or Customer's assignee shall provide to C.E written documentation reflecting the assignee's acceptance of the Agreement within three business days of executing that documentation. In the event of such an assignment by Customer, the supply of Generation Service may be temporarily provided by the Utility while the new electric account is being established by the Utility for Customer's assignee.
- C.E 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, Customer should contact Customer's Utility.
- Customer is responsible for providing C.E with accurate account information. If said information is incorrect, C.E reserves the right to terminate the Agreement.
- C.E reserves the right to return Customer to the Utility if Customer's Utility rate code is changed or the account is no longer eligible for this Program.
- If a third party has acted on behalf of the owner of the service location(s) and the third party did not have authority to execute and bind the service location(s) to the Program and the Agreement, C.E may assert any and all legal claims and pursue remedies against the third party for its actions.
- Unless otherwise permitted in the Agreement, all notices required under the Agreement by Customer shall be in writing and shall be delivered to C.E electronically via facsimile (614-918-6420), via email ([info@capital.energy](mailto:info@capital.energy)), personally, or by certified mail return receipt requested (P.O. Box 1498, Westerville, Ohio 43086).



**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. C.E will make commercially reasonable efforts to provide Customer's electric Generation Service, but does not guarantee a continuous supply of electricity. Certain causes and events are out of the reasonable control of C.E and may result in interruptions in service. Each party, with respect to itself, hereby represents and warrants to the other party as follows: (a) if a third party has acted on behalf of the owner of the service location(s), the third party has the authority to execute and bind the service location(s) to the Program and the Agreement; and (b) the service location(s) to be provided the retail electric energy are not contractually bound by another agreement for retail energy that would overlap with the Agreement. Neither Customer nor C.E shall be considered to be in default in the performance of any of the obligations hereunder if failure of performance is due to a Force Majeure. For purposes of the Agreement, "Force Majeure" shall mean any cause beyond reasonable control of the party affected, despite exercising due diligence. In the event that the Agreement is terminated, Customer will be returned to Customer's Utility's standard service offer and no early termination fee will be assessed. As an alternative to terminating the Agreement due to a Force Majeure event and subject to the terms of the Program, C.E may elect to adjust the retail energy charge under paragraph 3 above to account for the Force Majeure event. In the event of any such adjustment within seven days after receiving such notice of the adjustment, C.E may terminate the Agreement at no penalty to Customer.

**12. Remedies:** Unless otherwise expressly provided herein, any liability under the Agreement will be limited to direct, actual damages as the sole and exclusive remedy, and 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 the 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.

**13. Indemnification:** Customer assumes full responsibility for power furnished to Customer at the delivery point(s) and on Customer's side of the delivery point(s), and agrees to and shall indemnify, defend, and hold harmless C.E 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 Customer's side of the delivery point(s) and upon the premises, arising out of or related to the electricity and/or Customer's performance under the Agreement.

**14. Choice of Law:** The 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 the 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, or, if appropriate, the Public Utilities Commission of Ohio. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE RIGHT TO TRIAL BY JURY IS IRREVOCABLY WAIVED.

**15. Forward Contract:** Customer agrees that the Agreement is a "forward contract" within the meaning of the U.S. Bankruptcy Code, as amended, and that C.E is a "forward contract merchant" within the meaning of the U.S. Bankruptcy Code, as amended.

**16. Severability:** The various provisions of the Agreement are severable. Any provision or section of the Agreement declared or rendered void, unlawful, or otherwise unenforceable by a court of competent jurisdiction or regulatory agency with jurisdiction over the parties, or deemed similarly void, unlawful, or unenforceable because of a statutory, regulatory, or administrative change, shall not otherwise affect the lawful obligations that arise under the Agreement.

**17. Waiver:** No waiver by either party of any right, or waiver of any default of the other in the performance of any of the provisions of the Agreement, will operate or be construed as a waiver of any future right or default, whether of a like or of a different nature.

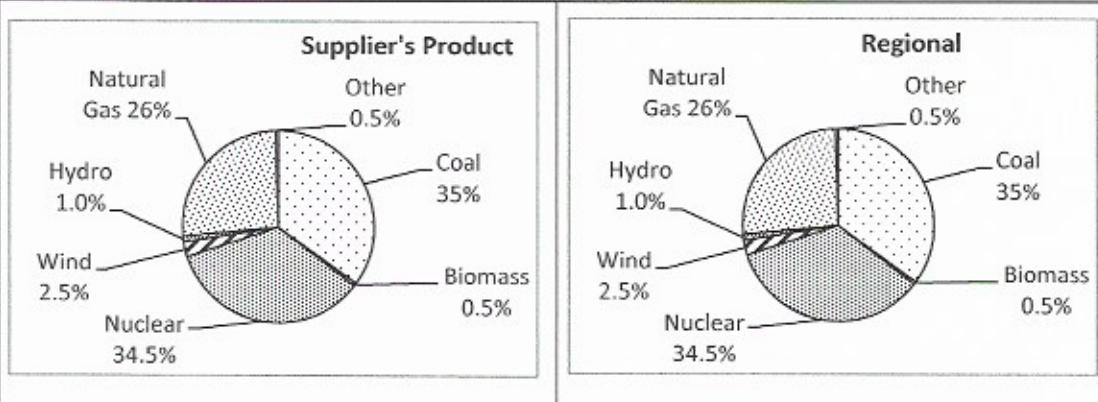
**18. Entire Agreement:** This Agreement constitutes the entire agreement between the parties regarding Customer's participation in the Program. Any promise, agreement or representation not set forth in the Agreement will be of no force or effect. No modification or amendment hereof will be binding unless in writing and signed by a duly authorized representative of each party.

## Environmental Disclosure Information



### Projected Data for the 2018 Calendar Year

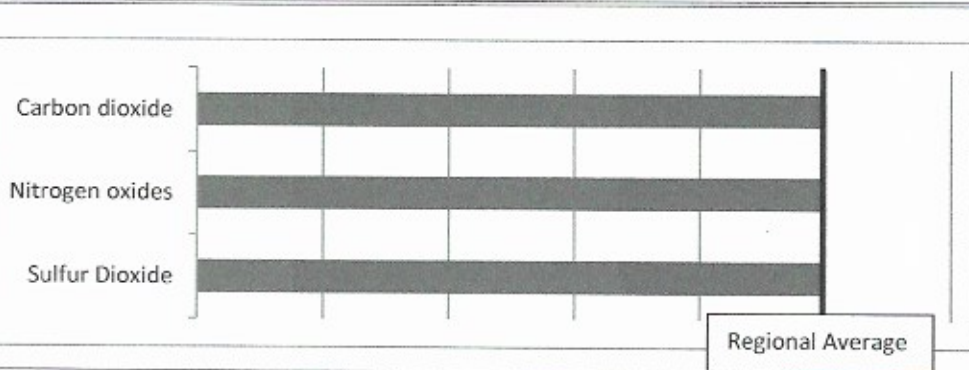
**Generation Resource Mix -**  
A comparison between the sources of generation used to produce this product and the historic regional average supply mix.



**Environmental Characteristics—**  
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

**Air Emissions –**  
A comparison between the air emissions related to this product and the regional average air emissions.



**Radioactive Waste –**  
Radioactive waste associated with the product.

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 at <https://capital.energy/> or by phone at 855-322-7448.



**The Village of Sunbury**

PO BOX 508 • Sunbury, Ohio 43074

Important Governmental Aggregation  
Information Enclosed

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

**Commission of Ohio Docketing Information System on**

**12/5/2018 4:10:17 PM**

**in**

**Case No(s). 12-3228-EL-GAG**

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