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January 23, 2019

Public Utilities Commission of Ohio  
Docketing Division, 11<sup>th</sup> Floor  
180 E. Broad Street  
Columbus, Ohio 43215

PUCO

2019 JAN 22 PM 12:16

RECEIVED-DOCKETING DIV

RE: Village of Winchester  
Case No.: 17-0440-EL-GAG

Dear Sir/Madam:

Enclosed please find four (4) copies, as required by the PUCO, of the Renewal Application for the Village of Winchester as a Governmental Aggregator to provide gas Governmental Aggregation Service.

Thank you in advance for your assistance in this regard. Please feel free to call me if you have any questions.

Respectfully submitted,

Gina M. Piacentino

cc: Village of Winchester

Columbus Office

Key Bank Building  
88 E. Broad St.  
Suite 1560  
Columbus, OH 43215

Marion Office

355 East Center Street  
Suite 10  
Marion, Ohio 43302

Cleveland Office

Hanna Building  
1422 Euclid Avenue  
Suite 830  
Cleveland, Ohio 44115

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.  
Technician A Date Processed 1/22/19



## Public Utilities Commission

Original GAG Case Number	Version
17 - 440 -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 WINCHESTER

Address 24 WEST WASHINGTON ST, WINCHESTER, OHIO 45697

PUCO Certificate # and Date Certified 17-1203E (1) AND MARCH 13, 2019

Telephone # (937) 695-0800 Web site address (if any) \_\_\_\_\_

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

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

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

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

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

Name JAYME ELDRIDGE  
Title FISCAL OFFICER  
Business address 24 WEST WASHINGTON ST, WINCHESTER, OHIO 45697  
Telephone # (937) 695-0880 Fax # \_\_\_\_\_  
E-mail address jymeeldridge@yahoo.com

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

Name MARC HOLLINGER  
Title ASPEN ENERGY, SENIOR ENERGY CONSULTA  
Business address 4789 RINGS RD., SUITE 100, DUBLIN, OHIO 43017  
Telephone # (614) 884-5300 Fax # (614) 336-8362  
E-mail address mhollinger@aspenenergy.com

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

Customer Service address Aspen Engery 4789 Rings Rd., St. 100, Dublin, OH 43017  
Toll-free Telephone # (800) 926-0046 Fax # (614) 336-8362  
E-mail address mhollinger@apsenenergy.com

  
Signature of Applicant & Title

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

  
Signature of official administering oath

Ashley Rosselot clerk  
Print Name and Title



My commission expires on 5/25/21  
Notary Public - Ohio  
My Commission Expires 5-25-2021  
\* 2016-RE-59082

# **AFFIDAVIT**

State of Ohio :

Winchester ss.  
(Town)

County of Adams :

Village of Winchester, Jayme Eldridge

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

He/She is the Clerk (Office of Affiant) of Village of Winchester (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.

*James Edward Clark*  
Signature of Affiant & Title

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

*Ashley Rossetot*  
Signature of official administering oath

Ashley Rossetot clerk  
Print Name and Title

My commission expires on 5/25/21



Ashley Rossetot  
Notary Public - Ohio  
My Commission Expires 5-25-2021  
#2012-RE-590082

**Scanned as Received**

**Exhibit A-2:**  
**Authorizing Ordinance**

ORDINANCE NUMBER 2015-08

AN ORDINANCE AUTHORIZING ALL ACTIONS NECESSARY TO EFFECT A GOVERNMENTAL ELECTRICITY AGGREGATION PROGRAM WITH OPT-OUT PROVISIONS PURSUANT TO SECTION 4928.20, OHIO REVISED CODE, DIRECTING THE ADAMS COUNTY BOARD OF ELECTION TO SUBMIT A BALLOT QUESTION TO THE ELECTORS.

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

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

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

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

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF WINCHESTER, STATE OF OHIO:

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

SECTION 2. The Board of Elections of Adams County is hereby directed to submit the following question to the electors of THE VILLAGE OF WINCHESTER at the general election on March 15, 2016.

Shall the Village Of Winchester have the authority to aggregate the retail electric loads located in the village, and for that purpose, enter into service agreements to facilitate for those loads the sale



and purchase of electricity, such aggregation to occur automatically except where any person elects to opt out?

The Clerk of this Council is instructed immediately to file a certified copy of this Ordinance and the proposed form of the ballot question with the County Board of Elections not less than ninety (90) days prior to March 15, 2016. The Aggregation Program shall not take effect unless approved by a majority of the electors voting upon this Ordinance and the Aggregation Program provided for herein at the election held pursuant to this Section 2 and Section 4928.20 of the Ohio Revised Code.

SECTION 3. Upon the approval of a majority of the electors voting at the election provided for in Section 2 of this Ordinance, this Council individually or jointly with any other political subdivision, shall develop a plan of operation and governance for the Aggregation Program. Before adopting such plan, this Council shall hold at least two public hearings on the plan. Before the first hearing, notice of the hearings shall be published once a week for two consecutive weeks in a newspaper of general circulation in the Village. The notice shall summarize the plan and state the date, time, and location of each hearing. No plan adopted by this Council shall aggregate the electrical load of any electric load center within the Village unless it in advance clearly discloses to the person owning, occupying, controlling, or using the load center that the person will be enrolled automatically in the Aggregation Program and will remain so enrolled unless the person affirmatively elects by a stated procedure not to be so enrolled. The disclosure shall state prominently the rates, charges, and other terms and conditions of enrollment. The stated procedure shall allow any person enrolled in the Aggregation Program the opportunity to opt out of the program every three years without paying a switching fee. Any such person that opts out of the Aggregation Program pursuant to the stated procedure shall default to the standard service offer provided under division (a) of Section 4928.14 or division (d) of Section 4928.35, Ohio Revised Code until the person chooses an alternative supplier.

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

Passed:

William C. Foster

Mayor

Attest:

Janice E. Linder  
Clerk

**REP - Central Committee Winchester  
Township**

REP

	Total	
Number of Precincts	1	
Precincts Reporting	1	100.0%
Times Counted	288/722	39.9%
Total Votes	214	
Dana N. Whalen	214	100.00%

**Winchester Village Current Expenses**

	Total	
Number of Precincts	1	
Precincts Reporting	1	100.0%
Times Counted	250/603	41.5%
Total Votes	236	
FOR THE TAX LEVY	166	70.34%
AGAINST THE TAX LEVY	70	29.66%

**Winchester Village Electric  
Aggregation**

	Total	
Number of Precincts	1	
Precincts Reporting	1	100.0%
Times Counted	250/603	41.5%
Total Votes	225	
YES	123	54.67%
NO	102	45.33%

**Manchester Village Street  
Construction**

	Total	
Number of Precincts	1	
Precincts Reporting	1	100.0%
Times Counted	402/1098	36.6%
Total Votes	389	
FOR THE TAX LEVY	252	64.78%
AGAINST THE TAX LEVY	137	35.22%

**Manchester TWP Cemetery .5 mill**

	Total	
Number of Precincts	1	
Precincts Reporting	1	100.0%
Times Counted	425/1141	37.2%
Total Votes	412	
FOR THE TAX LEVY	277	67.23%
AGAINST THE TAX LEVY	135	32.77%

**Exhibit A-3:**  
**Operation and**  
**Governance Plan**

**RESOLUTION 04-2016****A RESOLUTION TO ADOPT A PLAN OF OPERATION AND GOVERNANCE  
FOR ELECTRIC GOVERNMENTAL AGGREGATION**

WHEREAS, the Village Of Winchester desires to adopt a Plan of Operation and Governance for purposes of Electric Governmental Aggregation; and

WHEREAS, the Village Council Of Winchester has determined this resolution is in the best interest of the Village's residents, promotes the general welfare of said citizenry, and must be passed on an emergency basis in order to optimize rates available for residents;

NOW THEREFORE, be it ordained by the Village Council Of Winchester, Ohio, as follows:

**SECTION ONE:**

The Village Council Of Winchester adopts and approves a Plan of Operations and Governance as regards Electric Governmental Aggregation as attached hereto (see Exhibit A).

**SECTION TWO:**

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

**SECTION THREE:**

The Resolution shall take effect and be in force immediately upon its passage.

PASSED:

ATTEST:

William C. Fork  
Mayor

James E. Edwards  
Fiscal Officer

Approved: 9-13-16

Date: 9-13-16

**PUBLIC HEARING NOTICE**

Pursuant to Section 4924.20(C) of the Ohio Revised Code, the Village of Winchester shall conduct public hearings for the purpose of obtaining public input on the Plan of Operation and Governance of the electric aggregation program. The Plan of Operation and Governance includes the following provisions: (1) service provided; (2) determination of rates; (3) shut-out procedures; (4) billing and credits; (5) switching fees; and (6) participation in the aggregation program. The Public Utilities Commission of Ohio may suggest other provisions to the Plan after its review.

All electric customers who receive electric from AEP shall be included in the Village's aggregation program. An electric bill supply offer is received and accepted by the Village. Electric customers shall receive an shut-out letter for the electric program (the rate and terms and conditions of the program).

The two public hearings shall be held at 4:00 P.M. and 5:00 P.M. on August 9, 2016.

All hearings shall be conducted at Village Hall located at 24 W. Washington Street in Winchester.

Marc Hollingsworth  
Senior Energy Consultant  
Aspen Energy Corporation  
4789 Ring Road, Suite 100  
Dublin, OH 43017  
(614) 884-5300 ext. 223  
(614) 336-5362  
www.aspenenergy.com

FD-8-22-16-4-16

## The State of Ohio Adams County, ss:

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

## The People's Defender

a weekly newspaper published and of general circulation in said County, and made oath that the annexed advertisement was published in said newspaper once a week for 2 consecutive numbers, commencing on the 28<sup>th</sup> day of Aug, A.D., 2016 and that each insertion was upon the same day of each week, viz: Wednesday.

Dianna Fischer  
Charges, \$ 90.00

Sworn to and described before me, this  
12<sup>th</sup> day of December  
A.D., 2016.

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

**VILLAGE OF WINCHESTER**

**ELECTRIC AGGREGATION PROGRAM**

**PLAN OF OPERATION AND GOVERNANCE**

**For More Information Contact:**

**Jayne Eldridge**  
**24 West Washington Street**  
**Winchester, OH 45697**

## **VILLAGE OF WINCHESTER, OH, ADAMS COUNTY ELECTRIC AGGREGATION PROGRAM**

### **PLAN OF OPERATION AND GOVERNANCE**

**Introduction.** On March 15, 2016 a majority of the voters in The Village Of Winchester, OH, in the County of Adams, approved a referendum that authorized The Village Of Winchester (the "Village") to pursue Automatic Governmental Aggregation. After the Village held two public hearings on the matter, the Village Council approved this Plan of Operation and Governance as prescribed by Section 4928.20 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 Sections 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.

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

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

**Eligibility, Opt-out Disclosures, and Pooling Accounts.** Section 4901:1-21-17 of the Ohio Administrative Code requires the Governmental Aggregator to request from the Utility for all customers residing within the governmental aggregator's boundaries, including those customers who have opted off the pre-enrollment list (i) a list of the names, account numbers, and service and mailing addresses for those residing within the Governmental Aggregator's boundaries, consistent with the information that is provided to other competitive retail electric service providers (ii) an identification of customers who are currently in contract with a certified electric services company other than the Provider or in a special arrangement with the electric utility, and (iii) an identification of mercantile customers. The following customers are not

eligible: customers already under contract with a certified electric services company; customers that have a special contract with the Utility; customers that are not located within the Governmental Aggregator's boundaries; customers on the Percentage of Income Payment Plan (PIPP); customers that have past due amounts owing to the Utility; and mercantile customers. In addition, the Village intends to include in the Aggregation only those (a) residential and (b) non-mercantile customers under Rate Schedules GS1-4. Using this list of eligible accounts, the Provider, with the assistance of the Governmental Aggregator, will review the list to verify that the eligible accounts are located within the geographic boundaries of the Village and that an area within the Village boundaries has not been inadvertently filtered from the list. The Provider will also remove from the eligible list, those customers who appear on the "do not aggregate" list maintained under division (c) of section 4928.21 of the Revised Code.

Within thirty (30) days of receipt of the list from the Utility, the Provider, with assistance from the Governmental Aggregator, will prepare and mail an "Opt-out Notice" to each account that remains on the eligible list after it has been reduced as noted above. The Opt-out Notice will inform the eligible account holder that the Governmental Aggregator has formed an automatic (or "Opt-out") aggregation, provide the price for the electric supply to the Aggregation and other terms and conditions of service, and explain how the account holder can decline participation in the Aggregation. In the event the Village determines the Aggregation participants should not purchase stand-by service from the Utility, that fact would be prominently disclosed in the Opt-out Notice with a description of how it would impact the Aggregation participants.

As required by 4901:1-21-17 of the Ohio Administrative Code, the Opt-out Notice will indicate that the account holder has 21 days to affirmatively respond by telephoning a toll-free number or opting-out via the Provider's website address or returning a postcard to the provider that is included in the Opt-out Notice.

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

In addition to the initial 21-day Opt-out period, each participant will be provided an opportunity to opt-out every three years without paying an early termination fee. The program can be for a duration of no less than one year and no more than three years at a time.

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



full requirements basis without paying additional charges to the Utility or being subject to market-based rates, the Aggregation participants may be billed by the Utility for stand-by service within the meaning of division (B)(2)(d) of section 4928.143 of the Revised Code. As of the date of this Plan of Operation, the Utility does not have a separate charge for stand-by service.

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

**Concerns and Complaints.** Aggregation participants will have multiple means of expressing concerns and reporting complaints. As a general rule, concerns regarding service reliability and billing should be directed to the Utility. The Utility will continue to read meters, handle billing, and generally have the most information about the physical service to a location or account. Questions regarding the administration of the Aggregation should be directed to the Provider. The Provider's customer service center is available by telephone 24 hours per day, 7 days per week. Any unresolved disputes should be directed to the Public Utilities Commission of Ohio and/or the Ohio Consumers Council. As a convenience, below is a list of helpful toll free telephone numbers.

Natural of Complaint	Contact	Phone Number
Outages/Emergencies	AEP	1-800-672-2231
Service turn on/off	AEP	1-800-672-2231
Billing Disputes	AEP	1-800-672-2231
Price/Joining/Leaving Program	Supplier Customer Service	1-800-926-0046
Program Regulatory Questions	Supplier Customer Service	1-800-926-0046
Unresolved Disputes	Public Utilities Commission	1-800-686-7826
Unresolved Disputes	Ohio Consumers Council	1-877-742-5622

The Provider will attempt to resolve all customer complaints in a timely and good faith manner. The Provider shall investigate and provide a status report to the customer when the complaint is made directly to them and/or the Village within three (3) calendar days following receipt of the complaint. Or in the case of a Public Utilities Commission of Ohio ("PUCO") complaint the Provider will investigate and provide a status report to the customer and PUCO staff within five (5) calendar days following receipt of the complaint. If an investigation into a complaint received from the customer or a complaint referred by the PUCO is not completed within fourteen (14) calendar days, then a status report will be given to the customer, and, if applicable, the PUCO. These status reports will be given every five (5) calendar days until the investigation is complete, unless the action that must be taken takes longer than five (5) calendar days and the customer has been notified. Final results of a Commission-referred complaint will be provided to the PUCO either orally (phone) or in writing (e-mail, written correspondence), no later than five (5) calendar days after the investigation is completed. The final results will be provided in writing to the customer no later than five (5) calendar days after

the investigation is completed. Customers retain the right to contact the PUCO regarding complaints and disputes. All customers have the right to contact the PUCO by writing to Public Utilities Commission of Ohio, ATTN: IAD, 180 E. Broad St., Columbus, OH 43215-3793; by fax to (614) 752-8351; through their website at [www.puc.state.oh.us](http://www.puc.state.oh.us) or by calling toll free (800) 686-7826 (VOICE) or (800) 686-1570 (TTY-TDD). Records of customer complaints will be retained for two (2) years after the occurrence of the complaint. A copy of the complaint record will be provided to the PUCO within five (5) calendar days, if requested.

**Moving within the Village.** Aggregation participants that move from one location to another within the Village's boundaries and retain the same account number will remain an Aggregation participant and will receive the same price they would have received if their location had not moved.

Aggregation participants who move from one location to another within the Village's boundaries and are assigned a new account number may enroll their new account in the Aggregation and receive the same price as they would have received if their location had not moved, provided the new account is eligible for Aggregation. Participants who move and receive a new account number may be dropped from the Aggregation by the Utility, but they will not be charged an early termination fee from the Provider. If a participant is dropped from the Aggregation due to a move within the Village, the participant should contact the Provider to be re-enrolled.

**Moving outside of the Village.** Aggregation participants who move out of the Village's boundaries will no longer be eligible to participate in the Aggregation, but they will not be charged an early termination fee from the Provider.

**Enrolling after the Opt-out Period.** Residential and small business accounts located within the Village's boundaries that were initially eligible to join the Aggregation, but chose to Opt-out of the Aggregation, or otherwise weren't included in the Aggregation, may join the Aggregation after the expiration of the initial Opt-out Period by contacting the Provider. The rate for those joining the Aggregation after the expiration of the Opt-out Period may be different from the rate negotiated for the Aggregation by the Governmental Aggregator. In the event that the Provider is able to offer to newly eligible customers the same price that is provided to the current Aggregation participants, the Provider may refresh the Aggregation by providing those who move into the Village the opportunity to be included automatically, rather than waiting until the next pricing term of the Contract. The process for refreshing the Aggregation with new enrollments would follow the process noted above for determining eligibility, providing Opt-out Notices, and pooling the accounts. (Current Aggregation participants and those who previously declined participation would not receive the Opt-out Notice intended only for newly eligible customers.)

Exhibit A-4:  
Automatic Aggregation  
Disclosure

Date, 2017

## ENROLLMENT NOTICE

Dear Resident or Small Business:

In March 2016, The Village Of Winchester voters approved by majority vote the creation of an Electric Aggregation Program to seek lower electricity rates for eligible residential and small business customers. The Village Of Winchester Council selected (SUPPLIER) Services, Inc. to supply electricity to the Village Of Winchester Electric Aggregation Program. As a resident or small business owner within The Village Of Winchester, you are eligible to participate in this program.

You will be automatically enrolled in the program unless you opt out by Date, 2017.

### Benefits

The Village Of Winchester Council have negotiated a competitive price of \$\*.\*\*/kWh. This pricing will be effective from your first meter read in (DATE) through your (DATE) meter read. Please see the enclosed Terms and Conditions for full details.

### Billing and Service Unchanged

Other than the price and supplier, nothing regarding your electricity service will change. You will continue to receive one monthly bill from AEP Ohio. AEP will continue to deliver your electricity, restore power following an outage, and be responsible for maintaining the system that delivers power to your home. While (SUPPLIER) offers budget billing of its generation service charges for this aggregation program, please note that if you are currently on budget billing with AEP Ohio, the utility may bill you for any balance owed to them at the time of enrollment. This may result in a charge or a credit from AEP, depending on the current status of your budget billing accumulation. To set up budget billing with (SUPPLIER), please call our customer service center at (\*\*)-\*\*\*-\*\*\*\*. Please note: (SUPPLIER) will bill you for your actual energy supply charges (rather than any budgeted amount) until you have contacted us to set up your budget billing account. Your budget billing with AEP will automatically continue for all other portions of your AEP bill other than the energy supply component if you are currently enrolled with AEP Ohio for the same service.

### Be Informed

- If you do nothing, you will be automatically enrolled in the Village Of Winchester program.
- AEP will continue sending monthly bills, responding to outages, and delivering your electricity.
- No one from the Village Of Winchester program will ever come door to door and ask you to switch to a new supplier. Anyone who comes to your door asking you to switch is not with the Village Of Winchester program.

To participate in the program, DO NOT return the card below.

If you do not wish to participate, fold and tear at perforation and return this portion in the enclosed envelope.

## NOTIFICATION OF INTENT TO OPT-OUT

- ☒ I do not wish to be part of the Village Of Winchester Electric Aggregation program. By returning this card, I am officially opting-out of this program.

This notification is in regard to service at this address:

\_\_\_\_\_  
Name \_\_\_\_\_

\_\_\_\_\_  
Address \_\_\_\_\_

\_\_\_\_\_  
City/State/Zip \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

#### Enrollment Information

After your enrollment is finalized, AEP Ohio will send you a letter confirming your enrollment. As required by law, this letter will inform you of your ability to rescind your enrollment without penalty.

#### How to Opt Out

If you do not wish to participate in the Village Of Winchester Electric Aggregation Program, you must opt-out by DATE, 2017. To opt out, return the enclosed postcard. You may also opt-out by contacting (SUPPLIER) toll-free at (\*\*\*).\*\*\*.\*\*\*\* or online at [www.\(SUPPLIER\).com](http://www.(SUPPLIER).com). If you do not opt-out you will be enrolled in the Village Of Winchester Electric Aggregation Program. At the end of this current three year term in DATE 20\_\_, you will again be provided with an opportunity to opt-out of the Village's Aggregation Program, or you may terminate the agreement at any time without penalty per the Electricity Purchase and Sale Terms and Conditions.

If you have any questions, please contact (SUPPLIER) toll-free at (\*\*\*).\*\*\*.\*\*\*\* or online at [www.\(SUPPLIER\).com](http://www.(SUPPLIER).com)

Sincerely,

(SUPPLIER)

Enclosure: Terms and Conditions

Sample

## Residential Electricity Purchase and Sale Terms and Conditions - Opt-Out Aggregator

The Village Of Winchester Council Council ("Municipality"), pursuant to the aggregation authority conferred upon it by electorate vote, which passed by a majority vote in March 2016 and passing an ordinance establishing the program, selected (SUPPLIER) ("Seller") to supply the aggregation and to administer enrollments as described below. You, the account holder (also referred to as "Buyer") for the eligible account associated with the service address referenced on the letter accompanying these Electricity Purchase and Sale Terms and Conditions (the "Account"), and Seller agree to the following terms and conditions. Seller and Buyer (individually referred to as "Party" and collectively as "Parties") agree to the following Electricity Purchase and Sale Terms and Conditions ("Agreement"), as of (DATE) (the "Effective Date"):

**1. Opt-Out Enrollment:** Enrollment is automatic for those who are eligible, but participation is voluntary. **IF YOU DO NOT WISH TO PARTICIPATE, YOU MUST OPT-OUT BY (1) DETACHING AND RETURNING THE OPT OUT CARD ATTACHED TO THE ENROLLMENT NOTICE POSTMARKED NO LATER THAN DATE, (2) BY CALLING (\*\*\*)\*\*\*.\*\*\*\* BY DATE OR (3) BY OPTING-OUT ON SELLER'S WEBSITE AT WWW.(SELLER).COM.** If you choose to opt-out, you will be served by the standard service offer of AEP Ohio (the "Utility") or until you choose an alternative supplier of electric service.

**2. Eligibility:** To be eligible for opt-out aggregation, Buyer and the Accounts to be served (i) must be located within the Municipality's jurisdictional boundaries, (ii) must be served by the Utility, (iii) may not be under contract with another competitive supplier, (iv) may not be on the Public Utilities Commission of Ohio ("PUCO") "do not aggregate" list, (v) must be in good standing with the Utility (including payment history), and (vi) may not be under a Utility special arrangement or percentage of income payment plan (PIPP). In the event ineligibility is not ascertained until after service commences, Seller shall provide notice of the same to Buyer and return Buyer to the Utility.

**3. Term and Renewal:** This Agreement shall become binding on the Effective Date, provided however, the obligation of Seller to sell and schedule electricity for delivery to Buyer and the obligation of Buyer to purchase, take and pay for electricity is contingent upon: (a) eligibility of Buyer and the Accounts, (b) successful enrollment by the Utility, and (c) passage of the Rescission Period without effective cancellation by Buyer. Successful enrollment by the Utility is dependent upon (i) the eligibility of the Accounts, as set forth above and as determined by the Utility, to take from a retail electric supplier and (ii) the accuracy and completeness of any information submitted by Buyer and the Municipality. Service will commence on the first available meter read, dates on or after May 2, 2015 and shall remain in effect through the April 2018 meter read (Initial Term), unless terminated pursuant to the terms of this Agreement. In the event ineligibility is not ascertained until after service commences, Seller shall provide notice of the same to Buyer and return Buyer to the Utility. Buyer shall have the opportunity to opt-out of the Aggregation at least every three years without penalty.

**4. Rescission Period:** The Utility will send Buyer a letter confirming transfer of service upon processing of Buyer's enrollment and Buyer will have 7 days from the postmark date of that letter to cancel its enrollment, without penalty, ("Rescission Period") by calling the Utility on the toll-free number provided in the letter or by providing written notice to the Utility.

**5. Price:** For each billing cycle of Initial Term, Buyer shall pay (a) a Fixed Rate of \$\*.\*\*\* per kWh, and (b) available charge calculated by Seller to reflect the cost of network integrated transmission service charges, each multiplied by the billing cycle usage for the Accounts. Both Parties recognize that Seller's charges include tariff charges that are set forth by the Utility, transmission provider, regional transmission organization or independent system operator ("RTO/ISO"), the Federal Energy Regulatory Commission, PUCO, and/or any other state or governmental agency having jurisdiction (each an "Authorized Entity"). Seller may pass through to Buyer, without markup as a separate line item or as an updated Fixed Rate, (a) any increase in such tariff charges or (b) other increase in Seller's cost to provide electricity that result from an addition to, a change in, or change in interpretation by an Authorized Entity of, or change in administration by an Authorized Entity of, tariffs, operating protocols, laws, regulations, or other requirements of an Authorized Entity, as applicable. Buyer will also incur delivery and other additional service charges from the Utility. Switching fees may apply when service is established with Seller (which will be reimbursed by Seller, if applicable), but Buyer will not be charged separately by Seller for a switching fee.

**6. Billing and Payment:** Buyer will be invoiced by the Utility for both Seller's charges and the Utility's delivery charges. Such billing and payment (including fees associated with late payments) shall be subject to the applicable Utility rules regarding billing and payment procedures. Seller may cause the Utility to correct previous invoices in the event of invoicing errors. Seller's charges or credits not invoiced through the Utility shall be invoiced or credited, respectively, directly by Seller. Any such charges shall be due within 21 days following the invoice date and payments not received by the due date will be deemed past due and shall accrue interest on the unpaid balance from the due date until payment is received at a rate of 1.5% per month of the unpaid balance, provided that such percentage does not exceed the maximum amount allowable by law. Seller offers budget billing for generation charges and Buyer should contact Seller at the phone number identified in Section 12 to elect budget billing.

<p><b>7. Taxes:</b> Any tax levied against Seller by any governmental entity, exclusive of Seller's income tax or taxes levied on Seller's real or personal property that must be paid by Seller shall be passed through to and borne and reimbursed by Buyer. Buyer must provide Seller with any applicable exemption certificates. Buyer shall pay any such taxes unless Seller is required by law to collect and remit such taxes, in which case Buyer shall reimburse Seller for all amounts so paid.</p>
<p><b>8. Limitations:</b> ALL ELECTRICITY SOLD HEREUNDER IS PROVIDED "AS IS", AND SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT, WHETHER IN AGREEMENT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES.</p>
<p><b>9. Environmental Disclosure:</b> The disclosure provided herewith describes the generation resource mix and Environmental characteristics of the electricity. To receive this disclosure by mail, Buyer may request such by contacting Seller.</p>
<p><b>10. Termination; Remedies:</b> Seller may terminate Buyer's service under this Agreement for non-payment with at least 14 days written notice. Failure to pay Utility invoices may result in Buyer being disconnected in accordance with the Utility tariff. Buyer may terminate at any time without early termination fees. If Buyer switches back to the Utility, Buyer may not be served under the same rates, terms, and conditions that apply to other customers served by the Utility. The Choice program is under the ongoing jurisdiction of the PUCO.</p>
<p><b>11. Force Majeure:</b> Except for Buyer's obligation to pay Seller timely, neither Party shall be liable to the other for failure to perform an obligation if the non-performing Party was prevented from performing due to an event beyond the reasonable control, that could not be remedied by the exercise of due diligence and that was not reasonably foreseeable, including without limitation, acts of God, a condition resulting in the curtailment of electricity supply or interruption or curtailment of transmission on the electric transmission and/or distribution system, interruption of Utility service, terrorist acts or wars, and force majeure events of the Utility or RTO/ISO.</p>
<p><b>12. Questions, Complaints and Concerns:</b> Buyer may contact Seller at (____) ____-____. Seller's mailing address is 123 Main Street, Anytown, State, 12345 and its website is <a href="http://www.SUPPLIER.com">www.SUPPLIER.com</a>. Seller will attempt to resolve all customer complaints in a timely manner and will respond to all complaints within 5 business days of receipt. If Buyer's complaint is not resolved after Buyer has called Seller and/or the Utility, or for general utility information, residential and business customers may contact the PUCO for assistance at 1-800-686-7826 (toll-free), or for TTY toll-free at 1-800-686-1570 (toll-free), from 8:00 a.m. to 5:00 p.m. weekdays, or at <a href="http://www.PUCO.ohio.gov">www.PUCO.ohio.gov</a>. Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-6622 (toll-free) from 8:00 a.m. to 5:00 p.m. weekdays, or at <a href="http://www.pickccc.org">www.pickccc.org</a>.</p>
<p><b>13. Miscellaneous:</b> Buyer hereby authorizes the Utility to release data to Seller regarding Buyer's historical or current billing and usage data. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio and any applicable Utility tariffs. Buyer appoints Seller as its agent for the purposes of effectuating delivery, including for receipt of billing and usage data from the Utility. Title, possession, control of the electricity, and risk of loss will pass from Seller to Buyer at the interconnect between the applicable RTO/ISO's transmission system and the Utility's distribution system. Subject to regulatory approvals and notice from Seller, Seller may assign this Agreement without Buyer's consent. Buyer may assign this Agreement only with Seller's prior written consent. This Agreement constitutes the entire agreement between the Parties, superseding all verbal and written understandings. The Parties acknowledge and agree that (a) this Agreement constitutes a "forward contract" and/or "forward agreement" within the meaning of title 11 of the United States Code (the "Bankruptcy Code"), (b) each Party is a "forward contract merchant" within the meaning of the Bankruptcy Code, (c) for purposes of this Agreement, each party is not a "utility" within the meaning of Section 366 of the Bankruptcy Code, and (d) each Party agrees to waive and not assert the applicability of Section 366 of the Bankruptcy Code in any bankruptcy proceeding wherein such Party is a debtor, and (e) each Party further agrees to waive the right to assert that the other Party is a provider of last resort. This Agreement shall only be amended in a writing signed by both Parties or pursuant to Section 4 hereof. By agreeing to the terms and conditions herein, Buyer warrants that he or she is authorized to enter into this Agreement on behalf of the Party and Accounts for which it was made. Buyer should contact the Utility in the event of an electricity emergency. Seller is prohibited from disclosing Buyer's social security number and/or account number(s) without Buyer's affirmative written consent, except for the purpose of (i) Seller's collections and credit reporting, (ii) participation in programs funded by the universal service fund, (iii) pursuant to section 4928.54 of the Ohio Revised Code, or (iv) assigning this Agreement to another certified retail electric provider. Buyer may request from Seller, twice within a 12-month period, up to 24 months of Buyer's payment history without charge.</p>