



# Public Utilities Commission

Original GAG Case Number	Version
16 - 0591-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 Champion Township, Trumbull County, OH  
Address 149 Center St., E., Warren, OH 44481  
PUCO Certificate # and Date Certified 16-1068E(2) April 20, 2018  
Telephone # 330-847-7690 Web site address (if any) www.championtownship.org

#### 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**

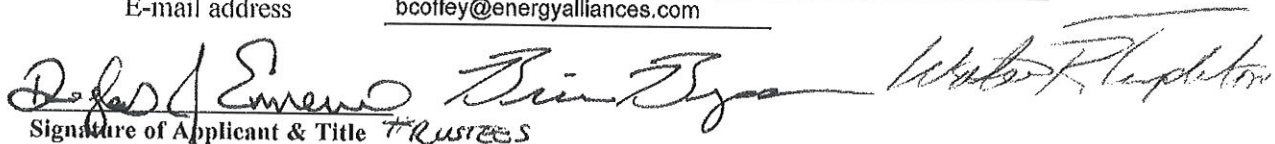
Name Brenda Coffey  
Title Aggregation Specialist  
Business address 8469 Blue Ash Rd., Suite 1, Cincinnati, OH 45236  
Telephone # 304-769-8921 Fax # 513-794-7777  
E-mail address bcoffey@energyalliances.com

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

Name Brenda Coffey  
Title Aggregation Specialist  
Business address 8469 Blue Ash Rd., Suite 1, Cincinnati, OH 45236  
Telephone # 304-769-8921 Fax # 513-794-7777  
E-mail address bcoffey@energyalliances.com

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

Customer Service address 8469 Blue Ash Rd., Suite 1, Cincinnati, OH 45236  
Toll-free Telephone # 800-735-0359 Fax # 513-794-7777  
E-mail address bcoffey@energyalliances.com

  
Signature of Applicant & Title TRUSTEES

Sworn and subscribed before me this 27<sup>th</sup> day of January, 2020  
Month Year

  
Signature of official administering oath

Richard C. Teuscher, Notary Public  
Print Name and Title

My commission expires on \_\_\_\_\_



Richard C Teuscher  
Notary Public  
State of Ohio

My Commission Expires May 3, 2021



# **AFFIDAVIT**

State of Ohio :

Champion ss.  
(Town)

County of Trumbull :

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

He/She is the Board of trustees (Office of Affiant) of Champion Town (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.

Courtney D. Fisher, Officer  
Signature of Affiant & Title

Sworn and subscribed before me this 27<sup>th</sup> day of January, 2020  
Month Year

Richard C Teuscher  
Signature of official administering oath

Richard C Teuscher, Notary Public  
Print Name and Title

My commission expires on \_\_\_\_\_



Richard C Teuscher  
Notary Public  
State of Ohio

My Commission Expires May 3, 2021

**CHAMPION TOWNSHIP, TRUMBULL COUNTY, OHIO**

**EXHIBIT A-2 "AUTHORIZING ORDINANCE" – 3 Pages**

RESOLUTION G2015-39

A RESOLUTION AUTHORIZING ALL ACTIONS NECESSARY TO EFFECT A GOVERNMENTAL ELECTRICITY AGGREGATION PROGRAM WITH <sup>OPT</sup>OUT-OUT PROVISIONS PURSUANT TO SECTION 4928.20, OHIO REVISED CODE, DIRECTING THE TRUMBULL COUNTY BOARD OF ELECTIONS TO SUBMIT A BALLOT QUESTION TO THE ELECTORS AND DECLARING AN EMERGENCY

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF CHAMPION TOWNSHIP OF TRUMBULL COUNTY AND STATE OF OHIO, THAT:

SECTION 1. This Board of Trustees finds and determines that it is in the best interest of the Township, its residents, businesses and other electric consumers located within the corporate limits of the Township to establish the Aggregation Program in the Township. Provided that this Resolution and the Aggregation Program is approved by the electors of the Township pursuant to Section 4 of this Resolution, the Township is hereby authorized to aggregate in accordance with Section 4928.20 of the Ohio Revised Code, the retail electrical loads located within the Township.

SECTION 2. For the purpose of the aggregation, the Township is authorized pursuant to Section 4928.20 of the Ohio Revised Code to enter into service agreements, individually or jointly with other political subdivisions of the State of Ohio, to facilitate for those loads the sale and purchase of electricity.

TRUMBULL COUNTY  
BOARD OF ELECTIONS  
2015 JUL 27 PM 1:37



SECTION 3. 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 5 of this Resolution.

SECTION 4. The Board of Elections of Trumbull County is hereby directed to submit the following question to the electors of the Township at the General election on November 3, 2015:

Shall Champion Township have the authority to aggregate the retail electric loads located in the Township, and for that purpose, enter into service agreements to facilitate for those loads the sale and purchase of electricity, such aggregation to occur automatically except where any person elects to opt-out, all in accordance with Section 4928.20 of the Ohio Revised Code and Resolution Number G2015-39 adopted by Champion Township Board of Trustees.

The Fiscal Officer of this Board of Trustees is instructed immediately to file a certified copy of this Resolution and the proposed form of the ballot question with the Trumbull County Board of Elections not less than ninety (90) days prior to November 3, 2015. The Aggregation Program shall not take effect unless approved by a majority of the electors voting upon this Resolution and the Aggregation program provided for herein at the election held pursuant to this Section 2 and Section 4928.20, Ohio Revised Code.

SECTION 5. That this Board of Trustees finds and determines that all formal actions of the Board of Trustees concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board of Trustees and that all deliberations of this Board of Trustees and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.


BE IT FURTHER RESOLVED BY THE BOARD OF TRUSTEES OF CHAMPION TOWNSHIP OF TRUMBULL COUNTY AND STATE OF OHIO, THAT this Resolution is declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Township, and for the further reason that this Resolution is required to be immediately effective in order to file a certified copy of this Resolution and the proposed form of the ballot question with the Board of Elections of Trumbull County not later than ninety (90) days prior to the November 3, 2015 election, as provided herein; wherefore, this Resolution shall be in full force and effect immediately upon its adoption and certification.

ADOPTED July 6, 2015

Vote Record: Mr. Bowser Yes Mr. Farmer Yes Mr. Hovanic Yes


BOARD OF TRUSTEES:

  
Robert Farmer, Chairman, Board of Trustees

  
Keith Bowser, Trustee

  
Jeffrey Hovanic, Trustee

ATTEST:

  
Peggy Mercer, Fiscal Officer

APPROVED AS TO FORM:



  
Director



CHAMPION TOWNSHIP, TRUMBULL COUNTY, OHIO

EXHIBIT A-3 "OPERATION AND GOVERNANCE PLAN" 5 Pages

**CHAMPION TOWNSHIP, TRUMBULL COUNTY, OHIO**

**PLAN OF OPERATION AND GOVERNANCE**

**ELECTRIC GOVERNMENTAL AGGREGATION**

**For More Information Contact:**

Champion Township, Trumbull County, Ohio  
Administration Building  
149 Center Street, East  
Warren, OH 44481  
330-847-7083

## CHAMPION TOWNSHIP, TRUMBULL COUNTY, OHIO

### PLAN OF OPERATION AND GOVERNANCE

#### Electric Governmental Aggregation

**Introduction.** On November 3, 2015, majority of the voters in Champion Township, Trumbull County, OH approved a referendum that authorized Champion Township (“the Township”) to pursue Automatic Governmental Aggregation. After the Township held two public hearings on the matter, Township approved this Plan of Operation and Governance as prescribed by Section 4928.20(C) of the Ohio Revised Code. The Township 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 Township 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 Township, as a Governmental Aggregator, will serve as purchasing agent for the Aggregation. As purchasing agent, the Governmental Aggregator shall (i) select a Competitive Retail Electric Service Provider (“Provider”) to supply the Aggregation, (ii) negotiate the terms of supply between the Provider and each Aggregation participant, and (iii) oversee the enrollment procedures administered by the Provider.

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

**Eligibility, Opt-out Disclosures, and Pooling Accounts.** Section 4901:1-21-06 of the Ohio Administrative Code requires First Energy – Ohio Edison, the local electric distribution utility (the “Utility”) to use its best efforts to provide the Governmental Aggregator with an account list of eligible customers, including the names, account numbers, and service and mailing addresses for all eligible customers residing within the Governmental Aggregator’s boundaries. 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. It is the intention of the Township to offer its Aggregation Program to all eligible residential and non-mercantile customers in all customer classifications and in all rate categories. The Township realizes that factors such as consumption patterns and peak demand impact rate



classes differently. Consequently some customers may not benefit by a particular rate offer. Therefore, all customers will be afforded the opportunity to opt-out of the Program at least every three (3) years without paying a switching fee. Using this list of eligible accounts the Provider, with the assistance of the Governmental Aggregator, will review the list to verify that the eligible accounts are located within the geographic boundaries of the Township and that an area within the Township boundaries has not been inadvertently filtered from the list. The Provider will also remove from the eligible list those customers who appear on the "do not aggregate" list as stated under division (c) of Section 4928.21 of the Revised Code. Finally the Provider will reduce the list by removing those accounts in rate classes that indicate (i) a higher demand than targeted for the Aggregation or (ii) a usage profile that is not consistent with ordinary residential and small commercial use.

Within thirty (30) days of receipt of the list from First Energy-Ohio Edison, 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. If the Township 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 twenty-one (21) days to affirmatively respond by telephoning a toll-free number or returning a postcard to the Provider that is included in the Opt-out Notice.

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

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

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

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

**Concerns and Complaints.** Aggregation participants will have multiple means of communicating concerns and reporting complaints. As a general rule, concerns regarding service reliability and billing should be directed to the Utility. The Utility will continue to read meters, handle billing, and generally have the most information about the physical service to a location or account. Questions regarding the administration of the Aggregation should be directed to the Provider. The Provider's customer service center will, at a minimum, be available by telephone Monday through Friday between the hours of 8:00 am to 7:00 pm ET. Any unresolved disputes should be directed to the Public Utilities Commission of Ohio and/or the Ohio Consumers Council. As a convenience, below is a list of helpful toll free telephone numbers.

<u>Nature of Complaint</u>	<u>Contact</u>	<u>Phone Number</u>
Outages/Emergencies	First Energy-Ohio Edison	1-888-544-4877
Service turn on/off	First Energy-Ohio Edison	1-800-633-4766
Billing Disputes	First Energy-Ohio Edison	1-800-633-4766
Price/Joining/Leaving Program	Provider Customer Service	TBD
Program Regulatory Questions	Provider Customer Service	TBD
Unresolved Disputes	Public Utilities Commission	1-800-686-7826
Unresolved Disputes	Ohio Consumers Council	1-877-742-5622

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



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

An Aggregation participant who moves from one location to another within the Township boundaries and is assigned a new account number may enroll their new account in the Aggregation and receive the same price as they would have received if their location had not moved, provided the new account is eligible for Aggregation. An Aggregation participant who moves within the Township and receives a new account number may be dropped from the Aggregation by the Utility, but they will not be charged an early termination fee from the Provider. If a participant is dropped from the Aggregation due to a move within the Township, the participant must contact the Provider to be re-enrolled within 60 days of being dropped.

**Moving outside of the Township.** An Aggregation participant who moves out of the Township 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 Township's boundaries that were initially eligible to join the Aggregation but chose to opt-out of the Aggregation, or otherwise weren't included in the Aggregation, may join the Aggregation after the expiration of the initial Opt-Out Period by contacting the Provider. The rate for those joining the Aggregation after the expiration of the Opt-out Period may be different from the rate negotiated for the Aggregation by the Government Aggregator.

If the Provider is able to offer to newly eligible customers the same price that is provided to the current Aggregation participants, the Provider may refresh the Aggregation by providing those who move into the Township 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.)



CHAMPION TOWNSHIP, TRUMBULL COUNTY, OHIO

EXHIBIT A-4 - AUTOMATIC AGGREGATION DISCLOSURE

“OPT-OUT FORM” – 5 Pages

Township Logo

CRES Logo

**ENROLLMENT NOTICE  
CHAMPION TOWNSHIP ELECTRIC AGGREGATION PROGRAM**

Date

Customer Name

Customer Account No.

Mailing Address 1

Mailing Address 2

City State Zip Code

Dear Resident or Small Business:

In November 2015, Champion Township voters authorized the creation of an electric aggregation program. The Board of Trustees of Champion Township is pleased to announce that \_\_\_\_\_ has been selected as the Township's supplier for this program. As an eligible resident or small business, you will be automatically enrolled in the program unless you opt-out by \_\_\_\_\_, 20\_\_.

As an eligible participant in the Township's Program you have the following options:

1. You can choose to participate in the Township's Program and receive a fixed rate of \$X.XX /kWh for your electric supplies. **IF YOU CHOOSE THIS OPTION YOU DO NOT NEED TO DO ANYTHING FURTHER!** Please see the enclosed Terms and Conditions for full details regarding this rate and other terms of the program.
2. You can opt-out of the program by returning the enclosed postcard, calling (XXX) XXX-XXXX by \_\_\_\_\_, 20\_\_, or opt-out on-line at [www.<CRESSupplierwebsite.com/Champion>](http://www.<CRESSupplierwebsite.com/Champion>) by \_\_\_\_\_, 20\_\_.

Customer service representatives are available 24 hours a day, 7 days a week to answer any questions you may have. Service under the Program is estimated to begin with your XXXX 20\_\_ meter reading. This is only an estimate. Your actual service date will depend upon your meter read cycle and when Toledo Edison accepts your enrollment.

**Billing/Service Under the Township's Program**

Pursuant to Ohio Revised Code Section 4928.20, nothing regarding your electric service will change other than the supplier and the price. Toledo Edison will continue to deliver your electricity and will be responsible for maintaining the system that delivers electricity to your home. You will continue to receive only one (1) monthly bill from Toledo Edison.

**How You Can Opt-Out of the Township's Program**

If you DO NOT want to participate in the Township's Program, you must opt-out by \_\_\_\_\_, 20\_\_. You can choose any of the following methods to opt-out of the Program.

- Return the enclosed postcard by the above date.
- Call <CRES Supplier> toll-free at (XXX) XXX-XXXX by the above date.
- Opt-out online at [www.<CRESSupplierwebsite/Champion>](http://www.<CRESSupplierwebsite/Champion>) by the above date.

If you do not opt-out of the Program by the above date, you will receive confirmation from Toledo Edison of your enrollment in the Program. This notice will inform you of your ability to rescind your enrollment without penalty. Additionally, you will receive written notice of your ability to opt-out of the Champion Program at least every three (3) years.

Again, if you have any questions about the Champion Township Electric Aggregation Program, please feel free to contact (XXX) XXX-XXXX. Customer service representations are available 24 hours a day, 7 days a week to answer your questions.

Sincerely,



**CHAMPION TOWNSHIP ELECTRIC AGGREGATION PROGRAM  
TERMS AND CONDITIONS**

Pursuant to the aggregation authority conferred upon the Board of Trustees of Champion Township (the "Board") by Ballot issue which passed by a majority of the vote on November 3, 2015, and passing a Resolution establishing the program, the Board selected <CRES Supplier> to supply the aggregation and to administer enrollments as described below.

**IF YOU DO NOT WISH TO PARTICIPATE IN THE CHAMPION TOWNSHIP ELECTRIC AGGREGATION PROGRAM, YOU MUST OPT-OUT BY RETURNING THE ENCLOSED POSTCARD, POSTMARKED NO LATER THAN \_\_\_\_\_, 20\_\_\_\_, OR BY CALLING THE TOLL FREE NUMBER (XXX) XXX-XXXX BY \_\_\_\_\_, 20\_\_\_\_, OR BY OPTING-OUT ON-LINE AT [WWW.<CRESSUPPLIERWEBSITE.COM/CHAMPION>](http://WWW.<CRESSUPPLIERWEBSITE.COM/CHAMPION>) BY \_\_\_\_\_, 20\_\_\_\_.**

**Eligibility:** To be eligible for automatic aggregation, you, the account holder (also referred to as "Buyer") for the account(s) referenced on the letter accompanying this Out-Out Notice (i) the service address must be located within the jurisdictional boundaries of Champion Township and Toledo Edison ("the Utility"), (ii) may not be under contract with another competitive supplier, (iii) may not be a mercantile customer or a PIPP (Percentage of Income Payment Plan) customer, (iv) must be in good credit standing with the Utility, (v) must not appear on the Public Utilities Commission of Ohio's "Do Not Aggregate" List, and (vi) may not be under a special arrangement with the Utility.

**Enrollment:** Enrollment is automatic for those who are eligible, but participation is voluntary. 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. Customer's service with <CRES Supplier> ("Seller") will commence upon the successful completion of the Program's 21-day opt out period and the successful enrollment with Toledo Edison, which is expected to commence within one or two billing cycles following completion of the opt-out period.

**Purchase of Electricity:** <CRES Supplier> agrees to sell, and Buyer agrees to buy, all retail electricity at the price and on the terms and conditions specified in this Agreement. Buyer's electric utility remains responsible for the delivery of electricity to the Buyer. In addition to delivering electricity, the Utility will continue to read Buyer's meter, bill Buyer and respond to any outages. If Buyer switches back to the Utility for any reason, Buyer may or may not be served under the same rate, terms, and conditions that apply to other customers served by the electric Utility. The electric utility may charge switching fees to the Buyer. <CRES Supplier> will not charge you separately for any switching fees.

**Residential or Small Commercial Service:** Buyer acknowledges this Agreement is for electricity for residential or small commercial use only.

**Delivery Period:** Service shall begin as soon as the Utility accepts your enrollment and shall continue through the \_\_\_\_\_ 20\_\_\_\_ meter read date ("Initial Delivery Period"). Prior to the end of the Initial Delivery Period, Seller shall provide Buyer notice of any changes to the terms and conditions of this Agreement that apply to service during the next Delivery Period. If renewal is indicated in the expiration notice, service will renew at the terms stated in the renewal notice unless Buyer affirmatively

terminates the Agreement upon the expiration as provided in the notice. Buyer shall have the opportunity to opt-out of the Aggregation Program at least every three (3) years without penalty.

**Rate:** The Program rate will be a fixed price of \$\_\_\_\_/kWh.

**Billing and Payment:** The charges for electricity provided by <CRES Supplier> will appear on Buyer's monthly bill from Buyer's Utility, and is due and payable to Customer's Utility on the same day the Utility's bill is due. Buyer will incur additional service and delivery charges from Buyer's Utility. Buyer should continue to follow any bill payment procedures between Buyer and Buyer's Utility. Buyer agrees to accept the measurements as determined by Buyer's Utility for purposes of accounting for the amount of electricity provided by <CRES Supplier> under this Agreement. Though <CRES Supplier> does not offer budget billing for the electricity provided, Buyer may contact the Buyer's Utility to enroll in the utility budget billing program if applicable. The failure to pay Utility charges may result in Buyer being disconnected from service in accordance with the Buyer's Utility tariff.

**Taxes:** Buyer is responsible for all state and local sales, use, revenue, gross receipts, commercial activity, excise and/or ad valorem tax (collectively, "Taxes") and shall reimburse Seller if Seller is required to remit such Taxes in connection with this Agreement. Tax exempt customer wishing to participate in the Program must send their most recent tax exempt certificate on or before \_\_\_\_\_, 20\_\_, to: <CRES SUPPLIER> at <Supplier Address>. Be sure to note Champion Township Electric Aggregation Program and your utility account number on the certificate. Sales tax will not be charged starting with the date the certificate is received.

**Credit/Deposit Requirements and Customer Information:** Seller will not request a deposit or investigate your credit history to establish service. Buyer's social security number, account number(s), or any customer information will not be released by Seller without Buyer's express written consent except in accordance with rules 4901:1-28-04 and 4901:1-29-09 of the Ohio Administrative Code. Upon request by Buyer, Seller will provide up to 24 months of Buyer's payment history without charge.

**Rescission and Cancellation of Contract:** The Utility will send Buyer a letter confirming Buyer's enrollment with <CRES Supplier>. Buyer has seven (7) days from the postmark date of that letter ("rescission period") to cancel their enrollment, without penalty, by calling the Utility on the toll-free number provided in the letter or by providing written notice to the Utility.

**Termination:** This agreement will automatically terminate or Buyer may terminate the Agreement without penalty if (a) the requested service location is not served by the Utility, or (b) Buyer, or the applicable account being served moves outside the Utility service area or to an area not served by Seller. This Agreement will terminate upon written notice, but without penalty to Buyer if (i) competitive retail Electric service is no longer available due to a change in regulation, tariff, or law, or (ii) Seller defaults, which includes an unexcused failure to deliver Electric under the terms of this Agreement. An "Early Termination" shall occur if this Agreement is terminated (i) by Buyer to select a different price or rate plan after the Rescission Period but prior to the end of the Delivery Period, or for any other reason other than those listed in (a)-(b) above or (ii) by Seller due to Buyer's default, which includes a failure to pay or an unexcused failure to receive Electric under the terms of this Agreement. In the event of an Early Termination, Seller will not charge a termination fee. If Buyer returns to the Utility after the Rescission Period Buyer may not be served with the same rates, terms and conditions that apply to the Utility's Standard Service Offer.



**Environmental Disclosure:** This Agreement incorporates the information provided to Buyer or made available to Buyer at <CRES Supplier>'s website regarding the approximate generation resource mix and environmental characteristics of electricity supply.

**Assignment:** <CRES Supplier> may assign, subcontract or delegate all or any part of their rights and/or obligations under this Agreement without consent from Buyer. Buyer shall not assign its rights and/or obligations under this Agreement without the prior written consent of <CRES Supplier>.

**Questions, Complaints and Concerns:** Buyer may contact Seller (i) by calling 24 hours per day, 7 days per week at XXX-XXXX, by visiting [www.<CRESSupplierWebsite.com/Champion>](http://www.<CRESSupplierWebsite.com/Champion>); or (ii) by writing us at <CRES Supplier Address>. Seller will attempt to resolve all customer complaints in a timely manner and will respond to all complaints within three (3) business days of receipt. If Buyer's complaint is not resolved after Buyer has called Seller, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at (800) 686-7826 (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 (877) 742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at <http://www.occ.ohio.gov>.

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

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**Case No(s). 16-0591-EL-GAG**

Summary: Application For Renewal Certification as a Electric Governmental Aggregator  
electronically filed by Ms. Brenda G Coffey on behalf of Champion Township, Trumbull County