

**RESOLUTION #18-1217-06**

**Adopt the Plan of Operation & Governance for Electric Aggregation**

**WHEREAS**, in November, 2018, a majority of the voters of Liberty Township authorized Liberty Township to create an “opt-out” electric aggregation program, and

**WHEREAS**, Trebel, LLC will administer the electric aggregation program.

**FURTHER BE IT RESOLVED, BY THE BOARD OF TRUSTEES OF LIBERTY TOWNSHIP, DELAWARE COUNTY, OHIO**, to adopt the attached Plan of Operation & Governance for Electric Aggregation and to further authorize the Township Administrator, Matt Huffman, to sign the Eligible Customer List, the Public Utilities Commission of Ohio (PUCO) application to become a governmental aggregator for electric and any other attendant documents.

Motion made by Leneghan and seconded by Eichhorn.

**Vote:** Yes Mrs. Eichhorn Yes Mrs. Leneghan Yes Dr. Mitchell

This Resolution shall be in force and become effective immediately upon its execution.

12-17-18

Date

CERTIFIED BY:

Nancy Denette  
Nancy Denette, Fiscal Officer

Melanie Leneghan  
Melanie Leneghan, Trustee

Dr. Thomas Mitchell  
Dr. Thomas Mitchell, Trustee

Shyra Eichhorn  
Shyra Eichhorn, Trustee

# ANNUAL AGGREGATOR REGISTRATION APPLICATION for Aggregator Services in Ohio Power Company d/b/a AEP Ohio

The Applicant shall submit this completed and signed application by email or US Mail as follows:

AEP Ohio  
Attn: Ohio Choice Operations  
700 Morrison Road  
Gahanna, OH 43230  
ohiochoiceoperation@aep.com

Applicant must reapply yearly, upon expiration or termination of aggregation, or any material change to the application, including but not limited to a change to the CRES Provider under contract with the Governmental Aggregator.

If the aggregation for which you are applying is related to a Non-governmental Aggregation, please contact AEP Ohio Choice Operations at ohiochoiceoperation@aep.com before completing the application.

Aggregator Account Information List will be provided to the Primary Governmental Aggregation Contact designated below unless written notice is provided otherwise. Customers who have directly contacted AEP Ohio to "opt off" the customer information list will be designated on the Aggregator Account Information List. Lists are refreshed, upon request, no more often than 30 days of previously received list.

AEP Ohio's provision of customer information in response to applicant's request should not be interpreted as any endorsement or statement of legal position regarding Governmental Aggregator's authority to conduct aggregation of customers within incorporated areas under R.C. 4928.20 or in connection with the municipal corporations' Home Rule powers under Article 18 of the Ohio Constitution.

This is NOT an application to be a Power Broker, Billing Agent, Meter Service Provider, Meter Data Management Agent or Power Marketer.

## 1. Applicant

Governmental  
Aggregation Name Liberty Township, Delaware County, OH  
(Community/Municipality/Township)

Please list the specific Liberty Township Unincorporated Areas Only.  
Unincorporated and Not to include Powell City

Incorporated areas that are  
a part of the aggregation area

Applicants will receive separate lists for each unincorporated and incorporated area with one aggregation code.

Applicant's PUCO Certification Application Case Number \_\_\_\_\_ PUCO Certificate Number \_\_\_\_\_

Type of Governmental  
Aggregation  Opt IN  Opt OUT

\* By rule Mercantile customers must opt in to a governmental aggregation.

### Primary Governmental Aggregation Contact (list sent to primary contact):

First and Last Name	Scott Belcastro
Title	Principal
Address	1216 Lexington Ave., Suite 301
City, State, Zip Code	Mansfield, OH 44907
E-mail Address	scott@electricsuppliers.org
Telephone	614-425-4885

## ANNUAL AGGREGATOR REGISTRATION APPLICATION

for Aggregator Services in Ohio Power Company d/b/a AEP Ohio

### 2. Broker/CRES Provider Serving Aggregation Group Primary Contact Information

Community/Municipality/Township	Liberty Township, Delaware County, OH
CRES Provider Name	Trebel, LLC
First and Last Name	Scott Belcastro
Title	Principal
Address	1216 Lexington Ave., Suite 301
City, State, Zip Code	Mansfield, OH 44907
E-mail Address	scott@electricsuppliers.org
Telephone	6144254885

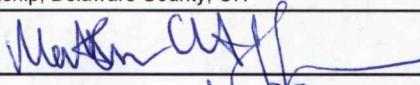
\*\*If list is to be sent to someone other than the primary contact in Section 1, please provide name and email address here.

Lucas Fykes  
LFykes@electricsuppliers.org

### 3. Certification, Authorization, and Signature:

Applicant certifies that the information herein is complete and accurate to the best of Applicant's knowledge, information and belief, and that the individual signing below is an authorized representative of the Applicant.

Legal Name of Applicant: Liberty Township, Delaware County, OH

Signature of Authorized Representative: 

Name: (Please Print) Matthew C. Hoffner

Title: Administrator

Date: 12-20-18

**This authorization will expire one year from the date of execution.**

Note: The Applicant hereby releases AEP Ohio, its affiliates, its employees, officers and agents from any and all liability associated with the third party use and/or dissemination of account information or other data that AEP Ohio provides in accordance with this authorization.

For AEP Ohio Use Only

Assigned GAG Code: \_\_\_\_\_

PUCO USE ONLY		
Date Received	Case Number	Version
	- -EL-GAG	December 2014

## CERTIFICATION APPLICATION FOR ELECTRIC GOVERNMENTAL AGGREGATORS

Please print or type all required information. Identify all attachments with an exhibit label and title (Example: Exhibit A-5 Experience). All attachments should bear the legal name of the Applicant and should be included on the electronic copy provided. Applicants should file completed applications and all related correspondence with: Public Utilities Commission of Ohio, Docketing Division, 180 East Broad Street, Columbus, OH 43215-3793.

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

### A. APPLICANT INFORMATION

#### A-1 Applicant's name, address, telephone number, and web site address

**Note:** If filing as a township or village, please include the name of the County where the township or village is located in the applicant name. For example, Miami Township, Hamilton County

Name Liberty Township, Delaware County, OH

Address 10104 Brewster Lane, Suite 125, Powell, OH 43065

Telephone Number 740-938-2001

Web site address (if any) www.libertytwp.org

County Delaware

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

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

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

A-4 **Exhibit A-4 “Automatic Aggregation Disclosure”** provide a copy of the disclosures required by Section 4928.20(D) of the Revised Code, if its aggregation program provides for automatic aggregation in accordance with Section 4928.20(A) of the Revised Code

A-5 **Exhibit A-5 “Experience”** provide a detailed description of the applicant’s experience and plan for providing aggregation services, including contracting with retail generation providers, providing billing statements, responding to customer inquiries and complaints, and complying with all applicable provisions of commission rules adopted pursuant to section 4928.10 of the Revised Code.

**A-6 Contact person for regulatory or emergency matters**

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

**A-7 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 number 614-425-4885 Fax 614-417-0410  
E-mail address scott@electricsuppliers.org

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

Address 1216 Lexington Ave., Suite 301, Manfield, OH 44907

Toll-free telephone number 877-861-2772  
Fax # 614-417-0410

Signature of Applicant & Title

Sworn and subscribed before me this 20 day of  
Month

Print Name and Title



Official administering oath

JUTTA H. REINOLD

**Notary Public, State of Ohio**

My Commission expires on

2-14-20

# **AFFIDAVIT**

State of \_\_\_\_\_ :

\_\_\_\_ ss.  
(Town)

County of \_\_\_\_\_ :

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

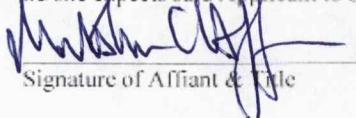
He/She is the \_\_\_\_\_ (Office of Affiant) of \_\_\_\_\_ (Name of Applicant);

That he/she is authorized to and does make this affidavit for said Applicant,

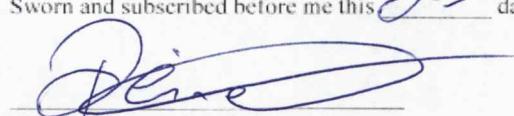
1. The Applicant herein, attests under penalty of false statement that all statements made in the application for certification are true and complete and that it will amend its application while the application is pending if any substantial changes occur regarding the information provided in the application.
2. The Applicant herein, attests it will timely file an annual report with the Public Utilities Commission of Ohio of its intrastate gross receipts, gross earnings, and sales of kilowatt-hours of electricity pursuant to Division (A) of Section 4905.10, Division (A) of Section 4911.18, and Division (F) of Section 4928.06 of the Revised Code.
3. The Applicant herein, attests that it will timely pay any assessments made pursuant to Sections 4905.10, 4911.18, or Division F of Section 4928.06 of the Revised Code.
4. The Applicant herein, attests that it will comply with all Public Utilities Commission of Ohio rules or orders as adopted pursuant to Chapter 4928 of the Revised Code.
5. The Applicant herein, attests that it will cooperate fully with the Public Utilities Commission of Ohio, and its Staff on any utility matter including the investigation of any consumer complaint regarding any service offered or provided by the Applicant.
6. The Applicant herein, attests that it will fully comply with Section 4928.09 of the Revised Code regarding consent to the jurisdiction of Ohio Courts and the service of process.
7. The Applicant herein, attests that it will comply with all state and/or federal rules and regulations concerning consumer protection, the environment, and advertising/promotions.
8. The Applicant herein, attests that it will use its best efforts to verify that any entity with whom it has a contractual relationship to purchase power is in compliance with all applicable licensing requirements of the Federal Energy Regulatory Commission and the Public Utilities Commission of Ohio.
9. The Applicant herein, attests that it will cooperate fully with the Public Utilities Commission of Ohio, the electric distribution companies, the regional transmission entities, and other electric suppliers in the event of an emergency condition that may jeopardize the safety and reliability of the electric service in accordance with the emergency plans and other procedures as may be determined appropriate by the Commission.
10. If applicable to the service(s) the Applicant will provide, the Applicant herein, attests that it will adhere to the reliability standards of (1) the North American Electric Reliability Council (NERC), (2) the appropriate regional reliability council(s), and (3) the Public Utilities Commission of Ohio. (Only applicable if pertains to the services the Applicant is offering)

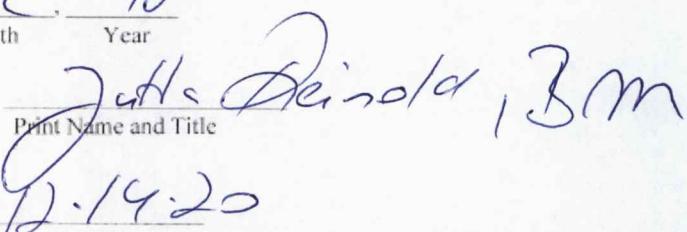
11. The Applicant herein, attests that it will inform the Commission of any material change to the information supplied in the application within 30 days of such material change, including any change in contact person for regulatory purposes or contact person for Staff use in investigating customer complaints.
12. The Applicant herein, attests that it will docket with the Commission's Docketing Division the final opt-out and any supplemental opt-outs (including beginning and ending dates of the 21-day opt-out period and the selected CRES supplier) at a minimum 10 days prior to sending the opt-outs to customers.

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

 *Administrator*  
Signature of Affiant & Title

Sworn and subscribed before me this 22 day of Dec, 18  
Month Year



  
Print Name and Title  
Jutta Reinold, RN  
12-14-20



My commission expires on

**JUTTA H. REINOLD**  
Notary Public, State of Ohio  
My Commission Expires

12-14-20

**LIBERTY TOWNSHIP  
ELECTRIC AGGREGATION  
PROGRAM**

***OPERATION AND GOVERNANCE  
PLAN***

**Prepared by:**



**Adopted on December 17, 2018**

## I. Overview

In November 2018, a majority of voters authorized Liberty Township ("Township") 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 Township'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 Township after the initial opt-out period may 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 competitive electricity markets by combining multiple electric loads within the Township's limits and negotiating affordable, reliable electric supplies and other related services on behalf of the Township's residents and small commercial consumers. The Township 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/or to gain other favorable economic and non-economic terms in supply agreements. The Township 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 Township to establish the terms and conditions for service. Through a negotiation process, the Township 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 (e.g., one to five years).

The Aggregation Program covers the power supply or generation portion 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's electric safety and reliability service standards.

## **II. Process**

Under an opt-out aggregation program, each eligible consumer within the Township'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 Township 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 Township after the initial opt-out period will be afforded the opportunity to enroll in the Aggregation Program on an opt-in basis. However, the Township cannot guarantee rates, terms, and conditions to consumers enrolling in the Aggregation Program after the initial 21-day opt-out period. In the event that a consumer is not initially included in the Aggregation Program and the consumer chooses to participate in the Aggregation Program after it has begun, that consumer may participate in the Aggregation Program by executing a contract to enroll in the established Aggregation Program with the selected CRES Provider delineating the rates, terms, and conditions prior to being placed into the Aggregation Program.

Participants who relocate within the Township'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 their former location, provided the utility rate classification is the same at both locations, and subject to any switching fees imposed by the electric distribution utility.

The Township, 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 Township's Consultant on behalf of local consumers.

The Township 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 Township 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 Township to oversee the operation and management of the Township'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 and/or distribution system within the Township'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 supply of 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 Office of 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 Township'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 Township has entered into an Energy Management and Consulting Agreement with the Consultant to provide the necessary expertise to represent the Township'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 Township'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 Township 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 to fund the implementation and administration of the Township's Aggregation Program, including consulting fees. The administrative fee may be adjusted annually to cover the Township's cost of administering the program, including consulting fees.

Oversight of the Aggregation Program will be the responsibility of the Township's Consultant, in consultation with the Township. The Consultant, in consultation with the Township, 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 Township.

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

The Township will not buy and resell power to Aggregation Program Participants. The Township, 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 Township will consider cooperating with other governmental aggregators if it appears beneficial to do so.

Through a negotiation process driven by its Consultant, the Township 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 Township 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, Township, and Consultant to serve and manage the Aggregation Program;

6. Meets standards of creditworthiness established by the PUCO and/or the electric distribution utility;
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 Township harmless from any financial obligations arising from offering electricity and/or energy-related services to Aggregation Program Participants; and
9. Will assist the Township 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 (e.g., one to five years) and contain all pricing, charges, switching fees, etc. in clear and easily understandable terms.

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

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

The Township, through its Consultant, will aggregate electric loads within the Township's applicable boundaries (including Township 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 Township may pursue this purpose individually or in cooperation with other legislative authorities. CRES Providers will supply information on electric supply charges by utility customer rate classification or other appropriate pricing category as approved by the Township. 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 Township.

#### **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 supply charges, consumers will continue to be billed for AEP's service and delivery charges. Although the Township 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 Township 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

discounted energy costs for those who participate in the Aggregation Program and/or other favorable economic and non-economic terms in supply agreements compared to the electric distribution utility's avoidable costs or price to compare or Standard Offer Generation Service.

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

The Township or its Consultant shall request the electric distribution utility to provide current customer information for all customers within the Township'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 Township, 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 discounted energy costs for those who participate in the Aggregation Program and/or other favorable economic and non-economic terms in supply agreements.

#### **G. Initial Consumer Notification and Enrollment**

After contract approval by the Township and its Consultant, the CRES Provider will work with the Township, its Consultant, and the electric distribution utility to identify all eligible consumers within the Township'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 Township that they wish to opt out of or decline participation in the Aggregation Program without penalty or fees. Consumers opting out of the program will remain on the applicable

distribution 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 post card, by calling a toll-free number, or by any other means or 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 Township 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 Township'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 Township 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 Township 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 Township, 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 Township and its Consultant 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 Township 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 Township after the initial opt-out period will be afforded the opportunity to enroll in the Aggregation Program on an opt-in basis. However, the Township cannot guarantee rates, terms, and conditions to consumers enrolling in the Aggregation Program after the initial 21-day opt-out period. In the event that a consumer is not initially included in the Aggregation Program and the consumer chooses to participate in the Aggregation Program after it has begun, that consumer may participate in the Aggregation Program by executing a contract to enroll in the established Aggregation Program with the selected CRES Provider delineating the rates, terms, and conditions prior to being placed into the Aggregation Program. Consumers may contact the Township's Consultant to

obtain current enrollment information and the applicable contract to opt-in to the established Aggregation Program.

Participants who relocate within the Township 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 Township 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 Township 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 impacts the source of generation or power supply of electricity to the applicable electric distribution utility. 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 their electric distribution utility. 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 Township'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 Township 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 distribution service, 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 Township 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 Township and its Consultant will seek to minimize this risk by contracting only with reputable CRES Providers that have demonstrated reliable service. The Township, 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 Township'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 participate 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.