**BEFORE**

**THE PUBLIC UTILITIES COMMISSION OF OHIO**

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| In the Matter of the Application of Astral Energy, LLC for a Waiver of Rule 4901:1-21-05(A)(4) of the Ohio Administrative Code | )  )  )  ) | Case No. 18-0743-EL-WVR |

**ASTRAL ENERGY, LLC’S NOTICE OF SUBSTITUTION OF EXHIBIT 1 TO ITS APPLICATION FOR WAIVER OF**

**SECTION 4901:1-21-5(A)(4) OF THE OHIO ADMINISTRATIVE CODE**

NOW COMES Astral Energy, LLC (“Astral”), by and through counsel, to respectfully provide the Public Utilities Commission of Ohio (the “Commission”) with Notice that it hereby substitutes the Ultimate Power Plan (“UPP”) contract attached as Exhibit 1 to its Application for Waiver of Section 4901:1-21-5(A)(4) of the Ohio Administrative Code (the “Application”) with the updated UPP contract attached as Exhibit 1 hereto (the “Updated UPP”).

Astral has updated its proposed UPP contract to further achieve its goal to provide customers with the greatest certainty possible regarding their electric supply charges while encouraging energy conservation. The Updated UPP does so by changing to a default flat-rate, monthly price applied to customers who do not renew or cancel their contracts after the initial term expires instead of a variable rate. This update to the UPP contract means that customers will know from the outset what they will be charged after expiration of the initial term should they not enter into a new 6-month contract with Astral or request that service be switched to the EDU or another CRES.

The Updated UPP contract and the original UPP contract attached to the Application are the same in all respects, except for an updated contract control number and title, and the following two changes to the terms:

1. The following language has been added to the “Renewal Terms” section of the “Supplier Contract Summary”:

After the Initial Term expires, unless otherwise agreed to, you will be charged a default, flat-rate amount of $\_\_\_\_\_\_\_\_\_\_ per month for electric supply (the “Default Flat-Rate”).  The Default Flat-Rate will only apply only after Astral’s attempts to enter into a new 6 month contract with you before the expiration of the Initial Term go unanswered.

1. The final sentence of paragraph 3 of the Terms and Conditions section is stricken and replaced with the following language:

After the Initial Term is completed and only if ASTRAL’s attempts to enter into a new 6-month contract with the customer go unanswered, ASTRAL will provide electric supply to the customer under the flat-rate dollar amount provided in the attached Supplier Contract Summary (the “Default Flat-Rate”) until either a new 6 month agreement is executed or until this Agreement is canceled by either party. The customer agrees to pay for the electricity consumed that is supplied by ASTRAL under the Default Flat-Rate until either a new 6-month contract has been executed or until the customer is switched back to the EDU or to a new CRES after contract cancellation.

Astral looks forward to providing Ohio customers with this additional pricing certainty after the Commission has granted the instant Application.

Respectfully submitted,

/s/ Richard R. Parsons

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Attorneys for Astral Energy, LLC

**CERTIFICATE OF SERVICE**

I hereby certify that a true copy of the foregoing has been served upon the following parties by first class mail, postage prepaid, and/or electronic mail this 4th day of June, 2018.

[Ohio Valley Electric Corporation](https://www.puco.ohio.gov/puco/index.cfm/docketing/regulated-company-list/regulated-company-list-search/?searchStr=300593)

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