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14-1059-EL-GAG

(34)



The Public Utilities Commission of Ohio

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	EL-GAG	August 2004

CERTIFICATION APPLICATION FOR 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

Name Village of ColdwaterAddress 610 W Sycamore Street, Coldwater, Ohio 45828Telephone Number (419) 675-4881Web site address (if any) www.villageofcoldwater.com

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

A-3 Exhibit A-3 "Operation and Governance Plan" provide a copy of the applicant's 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

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

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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 Jeff Haarmann

Title Managing Partner - Affordable Gas & Electric Company, LLC

Business address 10749 East Garden Road, Mount Vernon, Illinois, 62864

Telephone number (618) - 204 - 0115 Fax # (618) - 205 - 5089

E-mail address jhaarmann@supernovapartners.com

A-7 **Contact person for Commission Staff use in investigating customer complaints**

Name Jeff Haarmann

Title Managing Partner - Affordable Gas & Electric Company, LLC

Business address 10749 East Garden Road, Mount Vernon, Illinois 62864

Telephone number (618) - 204 - 0115 Fax # (618) - 205 - 5089

E-mail address jhaarmann@supernovapartners.com

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

Address 10749 East Garden Road, Mount Vernon, Illinois 62864

Toll-free telephone number (888) - 582 - 0222

Fax # (618) - 205 - 5089


Signature of Applicant & Title

Village Manager/Engineer

Sworn and subscribed before me this 27th day of MAY, 2014
Month Year


Signature of official administering oath

Print Name and Title

CLYDE W. BELLINGER
NOTARY PUBLIC-STATE OF OHIO
My Commission Expires 1-24-2018

My commission expires on 1-24-2018

AFFIDAVIT

State of Ohio :

Coldwater ss.
(Town)

County of Mercer :

Eric C. Thomas, Affiant, being duly sworn/affirmed according to law, deposes and says that:

He/She is the Village Manager/Engineer (Office of Affiant) of Village of Coldwater (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.

Eric C. Thomas
Signature of Affiant & Title

Village Manager/Engineer

Sworn and subscribed before me this 27th day of MAY, 2014
Month Year

Clyde W. Bellinger
Signature of official administering oath

Print Name and Title

CLYDE W. BELLINGER
NOTARY PUBLIC-STATE OF OHIO
My Commission Expires 01-24-2018

My commission expires on 1-24-2018

Exhibit A – 2
Village of Coldwater

Authorizing Ordinance

A copy of the Village's Authorizing Ordinance is attached.

CHARTER ORDINANCE NO. 1614

AN ORDINANCE AUTHORIZING ALL ACTIONS NECESSARY TO EFFECTUATE AN OPT-OUT ELECTRIC SERVICE AGGREGATION PROGRAM PURSUANT TO OHIO REVISED CODE 4928.20; AND DIRECTING THE MERCER COUNTY BOARD OF ELECTIONS TO SUBMIT THE BALLOT QUESTION TO THE ELECTORS; AND AUTHORIZING AN AGREEMENT WITH AN AGENT FOR SUCH PURPOSES, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to ORC Section 4928.20, the Municipality is authorized to act as an aggregator by establishing an automatic opt-out governmental aggregation program for the provision of competitive retail electric service for the benefit of certain electricity customers within the Municipality so that consumers may realize lower cost electricity supplies and other benefits from the aggregation and combined purchasing of electric supplies that they would not otherwise be able to have individually; and

WHEREAS, the Municipality may exercise such authority jointly with any other Municipality; and

WHEREAS, in the public interest, the Municipality desires to submit to the electors of the Municipality the question of whether the Municipality should create an Electric Aggregation program to facilitate competitive retail electric service to promote electricity savings, lower electric supplies, and other benefits in accordance with ORC Section 4928.20; and

WHEREAS, The Municipality has adopted this Ordinance pursuant to the authority conferred by Article XVIII Section 4 of the Ohio Constitution and ORC Section 4928.20.

NOW THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF COLDWATER, OHIO, AS FOLLOWS:

Section 1. The Village Council determines that it is in the best interest of the Village of Coldwater ("Municipality") and certain electric service consumers located within the incorporated areas of the Municipality to establish an opt-out electric service aggregation program (the "Program").

Section 2. That, provided that the ballot measure regarding the Program is approved by the electors of the Municipality pursuant to Section 9 of this Ordinance, the Municipality is hereby authorized to aggregated, in accordance with Ohio Revised Code 4928.20, the retail electric service loads located within the boundaries of the Municipality.

Section 3. That, for the Program, the Manager or a duly designated authority or consultant is hereby authorized, on behalf of the Village Council, to enter into service agreements to facilitate the sale and purchase of service for electric loads.

Section 4. That the Manager or a duly designated authority or consultant, on behalf of the Village Council may exercise such authority jointly with any other political subdivision of the State of Ohio, to the full extent permitted by law, and for such purpose, the Manager or a duly designated authority or consultant is hereby authorized to execute and deliver any necessary agreement(s) with such other political subdivisions, if any, in order to establish such Program.

Section 5. That the Program does not apply to persons meeting any of the following criteria:

1. A customer has opted out of the aggregation
2. A customer in contract with a certified electric service company
3. A customer that has a special contract with an electric distribution utility
4. A customer that is not located within the governmental aggregator's governmental boundaries
5. A customer is not eligible for the aggregation by utility or Public Utilities Commission of Ohio rules.

Section 6. That the Program authorized by this Ordinance shall not aggregate the retail electric loads of mercantile customers, as those customers are defined in ORC 4928.01, without prior, affirmative consent of each such customer within the boundaries of the Municipality subject to the Program

Section 7. That the Board of Elections of Mercer County is hereby directed to submit the following question to the electors of the Municipality at the election to be held on **May 6, 2014**:

Shall the Village of Coldwater have the authority to aggregate retail electric loads located within the governmental boundaries of the Village of Coldwater and enter into service agreements for the sale and purchase of electricity, such aggregation to occur automatically except where any person elects to opt out?

Yes _____ No _____

Section 8. That the Village of Coldwater clerk is hereby directed to file this authorizing Ordinance and other related matters with the appropriate election officials no later than ninety (90) days prior to the **May 6, 2014** election as required by ORC 4928.20 (B). The Program shall not take effect unless approved by the majority of the electors voting upon the proposed ballot question at the election held pursuant to this section and ORC 4928.20.

Section 9. That, upon approval by a majority of electors voting at the election provided for in Section 8 of this Ordinance, the Manager is hereby authorized to, individually or jointly, with any other political subdivisions in the state of Ohio, develop a plan of operation and governance for the Program.

Section 10. That at least two public hearings on the plan of operation and governance shall be held prior to taking a vote on adoption of the plan. Notice of the hearings shall be published once a week for two consecutive weeks in a newspaper of general circulation in the Municipality. The notice shall summarize the plan and state the date, time, and location of each hearing.

Section 11. No plan adopted by the Village Council shall aggregate any retail customers in the Municipality unless it in advance clearly discloses to the person whose retail electric service is to be so aggregated that the person will be enrolled automatically in the 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 the enrollment. The stated procedure shall allow any person enrolled in the Program to opt out of the Program once every 36 months without paying a switching fee. Any such person that opts out of the Program pursuant to the stated procedure shall default to the electric distribution utility providing distribution service for the person's retail electric service load, until the person chooses an alternative supplier.

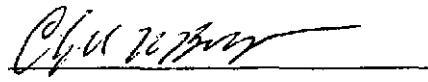
Section 12: **EFFECTIVE DATE**

This ordinance is deemed an emergency measure necessary for the health, welfare, safety and protection of the residents of the Village of Coldwater, Ohio, and therefore, shall take effect and be in force from and after its passage and approved by the Mayor.

Adopted this 3RD day of FEBRUARY, 2014.



Joseph H. Knapschaefer, Mayor

Attest:


Clyde Bellinger, Clerk

I HEREBY CERTIFY THAT THIS IS A TRUE AND
COMPLETE COPY OF THIS ORDINANCE TO THE BEST
OF MY KNOWLEDGE AND BELIEF.

Approved:


CLYDE W. BELLINGER
COUNCIL CLERK

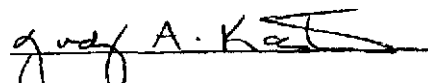

Judy A. Koesters, Law Director

Exhibit A – 3
Village of Coldwater

Operation and Governance Plan

A copy of the Village's Operation and Governance Plan is attached.

Rules of Operation and Governance

Municipal Opt-Out Electricity Aggregation Program

Village of Coldwater, OH

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1.) Background

The Law – Ohio Revised Code Section 4928.20 (A) states the following:

“The legislative authority of a municipal corporation may adopt an ordinance, or the board of township trustees of a township or the board of county commissioners of a county may adopt a resolution, under which, on or after the starting date of competitive retail electric service, it may aggregate in accordance with this section the retail electrical loads located, respectively, within the municipal corporation, township, or unincorporated area of the county and, for that purpose, may enter into service agreements to facilitate for those loads the sale and purchase of electricity.”

Source: <http://codes.ohio.gov/orc/4928.20>

ORC Section 4928.20 (B) requires that the corporate authorities or county board shall develop a plan of operation and governance for the aggregation program. Two public meetings shall be held for public input, questions and comments regarding the Rules of Operation and Governance. Notice of such meeting is required. Before the first hearing, notice shall be published once a week for two consecutive weeks in a newspaper of general circulation in the jurisdiction. The notice shall summarize the plan and state the date, time, and location of each hearing.

Any load aggregation plan established shall provide for the following:

- Universal access to all applicable residential and small business (non-mercantile; under 700,000 kWh annual load) customers and equitable treatment of applicable residential and small business customers.
- Describe demand management and energy efficiency services to be provided to each class of customers.
- Meet any requirements established by law concerning aggregated service.

If the program is approved as an opt-out program for residential and small commercial retail customers, then:

- Within 60 days after receiving the bids, the corporate authorities or county board shall allow residential and small business customers to commit to the terms and conditions of a bid that has been selected by the corporate authorities or county board.
- If (A) the corporate authorities or county board award proposed agreements for the purchase of electricity and other related services and (B) an agreement is reached between the corporate authorities or county board for those services, then customers committed to the terms and conditions, shall be committed to the agreement.
- If the corporate authorities or county board operate as an opt-out program for residential and small business retail customers, then it shall be the duty of the aggregated entity to fully inform those customers in advance that they have the right to opt out of the aggregation program.
- On February 3, 2014 and in accordance with the requirements of ORC 4928.20, the corporate authorities or county board approved a resolution allowing a referendum question to be placed on the May 6, 2014 ballot to operate an Aggregation Program as an “Opt-Out” program. Under

the Opt-Out program, all DP&L or AEP residential and small business retail electric customers in city/village/county's jurisdiction are automatically included as participants in the Program unless they Opt-Out of the Program by providing written notice of their intention not to participate in the Municipal Aggregation buying group. On May 6, 2014, the electorate will be asked to allow the corporate authority or county board to arrange for the supply of electricity on behalf of the residents and small businesses in the jurisdiction. Upon approval of the ballot question by the electorate, the corporate authority or county board will adopt the Rules of Operation and Governance as the rules for the implementation and operation of a municipal electric aggregation program. Upon approval of the Rules, the corporate authority or county board will file an application with the PUCO for certification as a Governmental Aggregator.

- The corporate authority or county board has retained Supernova Partners, LLC, Affordable Gas and Electric Company, LLC ("Consultant") to assist with administering the Program, the Opt-Out process, managing the competitive bidding process, writing the Request for Proposal ("RFP") to help the corporate authority or county board officials select the most suitable Retail Electric Supplier ("CRES") and commodity product for participating residents and small businesses wanting to participate in the Program. Additionally, Consultant shall assist the corporate authority or county board in completing and filing all reporting and documentation for government aggregators as required by the PUCO.

2.) Municipal Opt-Out Aggregation

The purpose of municipal opt-out aggregation is to reduce the electricity supply costs which the corporate authority or county board's residents and small businesses pay for electricity, taking advantage of certain economies of scale to negotiate favorable rates. The corporate authority or county board shall seek fixed electricity prices for each eligible class of customers that may be lower than the comparable price available from the Local Distribution Company ("LDC"), in this case either DP&L or AEP. Individual residential and small business retail consumers are unable to obtain significant price discounts since they lack the bargaining power, expertise and the economies of scale enjoyed by larger industrial consumers. The Program will band together numerous electric accounts, providing the benefits of economies of scale that work to benefit the smaller consumer.

As a governmental aggregator ("GA"), the corporate authority or county board does not own electric generation assets and will not purchase and resell electricity, but represents consumer interests to set the terms for electricity supply and service from competing CRES licensed with the PUCO. Through a competitive bid process operated and managed by Consultant, the corporate authority or county board will enter into a contract with a CRES for full-requirements retail electricity supply service. The contract is expected to be for a fixed price for a specified term. The corporate authority or county board may contract with one or more CRES if necessary to meet the needs of participating residents and small businesses.

The corporate authority or county board will serve as governmental aggregator and in cooperation with Supernova Partners, LLC, Affordable Gas and Electric Company, LLC, will collect all residential and small

business electricity load within the corporate authority or county board's municipal boundaries and seek bids from qualified and PUCO licensed Competitive Retail Electric Service providers (CRES).

This Plan has been prepared by the corporate authority or county board officials in cooperation with Supernova Partners, LLC, Affordable Gas and Electric Company, LLC, the "Consultant", to provide an understanding of structure, governance, operations, management, and policies of the Program to be utilized for residents and small businesses participating in the Program.

3.) Eligible Customers

Eligible customers under the municipal electricity aggregation program include LDC customers who are located within the municipality's geographical boundaries and are either:

- Residential customers receiving electric service from the LDC
- Non-mercantile small business retail customers consuming 700,000 kwh or less annually on a calendar basis, receiving electric service from the LDC.

The corporate authority or county board will work with the winning CRES to remove any customers determined to be ineligible due to one or more of the following:

- Customer is not located within the municipal territory limits;
- Customer appears on the PUCO's "do not aggregate" list.
- Customer has opted out of the aggregation.
- Customer is an existing power supply agreement with a CRES other than the current supplier of the governmental aggregation;
- Customer has a special arrangement with the electric utility;
- A mercantile customer that has not provided affirmative consent (opted-in) to join the aggregation;
- Customer is enrolled in percentage of income payment plan (PIPP) pursuant to section 4928.52 of ORC.

Customers who are not eligible under the opt-out program, but may see a savings due to rates negotiated and secured, will be offered an opportunity to opt-in, if appropriate and allowed under ORC 4928.20.

The Retail Customer Identification information provided by the LDC will remain the property of the municipality, and the CRES will handle data in a manner consistent with the provisions of all relevant Federal and Ohio Law, PUCO regulations, etc.

The CRES shall treat all customers equally and shall not deny service to any customer in the Program, or alter rates for different classes of customers unless authorized by Ohio State Law or administrative code.

4.) Opt-Out Process

Customers who wish not to be “automatically included” in the program will be allowed to Opt-out in accordance with ORC 4928.20 and 4901:1-1-17. An initial opt-out period will be held and residential and small business customers who choose to opt-out will remain on the LDC’s standard service offer listed on the PUCO’s “Apples to Apples” website by utility as the “Price to Compare”

<http://www.puco.ohio.gov/puco/index.cfm/apples-to-apples/>

After a service agreement with the selected CRES has been finalized, the corporate authority or county board will provide the eligible customer list to the selected CRES. The list will include any eligible residential, and small commercial accounts that will realize savings through the accepted bid price. During the Opt-Out notification period, the selected CRES will operate an Opt-In program for customers who are currently not eligible to participate in an Opt-out program, but may otherwise provide affirmative consent to join the aggregation pursuant to. This will ensure the greatest amount of participation for all customers under the program.

Opt-Out Notices: A notice will be sent to all residential and small commercial accounts that are deemed eligible by the corporate authority or county board. See “Eligible Customer” section above. A sample of the notice is provided in Appendix A of this Plan. The contents of the notice will be printed on the corporate authority or county board’s municipal letterhead so as to avoid any confusion with other offers that may exist with other CRES in the state. The Opt-Out notice will clearly notify the Resident and Small Business of the rates to be charged for electricity and other terms of the contract with the selected supplier. The selected CRES will have thirty (30) days from the receipt of the eligible customer list to mail the opt-out notices to all eligible residences and small businesses included in the Program.

Distribution of Opt-Out Notices: The selected CRES will be required to pay for all production, printing, and mailing costs associated with the distribution of Opt-Out notices. The selected CRES and the corporate authority or county board will agree on the format of the Opt-Out notice prior to the mailing of any notices. The notices will be mailed from the selected CRES to the owner or occupant residing at the electric account mailing address shown on LDC’s customer list.

Opt-Out Period: After mailing the notices, there will be an Opt-Out Period of no fewer than 21 days. Customers not wishing to participate in the Program will have 21 days from the date postmarked on the notice to postmark and return the Opt-Out notice to satisfy the Opt-Out requirement.

Customer support during Opt-Out Period: The selected CRES will maintain a toll-free phone number and website explaining the steps for Opting-Out of the Program. If necessary the selected CRES will provide bilingual or multilingual customer support to explain the Opt-Out procedure to non-English speaking residents. During this period and through the initial procurement term, the Consultant will provide supplemental customer support for any issues not satisfied by CRES customer support.

Enrollment: Once the Opt-Out Period has passed, the selected CRES will not enroll those LDC customers Opting-Out of the Program. In the event that an eligible residential or small commercial account is inadvertently omitted from the Program, the selected CRES shall enroll that customer at the Program rate for the remaining term.

Early Cancellation Charges: There will be no charges for customers leaving the program after enrollment with the selected CRES has occurred.

Opt-Out Steps Overview:

1. The selected CRES and the corporate authority or county board will agree upon the format of the Opt-Out notice prior to mailing residential and small business customers.
2. The selected CRES will mail Opt-Out notices to all eligible customer service classes.
3. Recipients will have at least **twenty one (21)** days from the postmark on the notice to return notice to selected CRES if they want to be removed from the Program.
4. Recipients will be able to Opt-Out by returning an Opt-Out card via U.S. Mail to the selected CRES.
5. The CRES will offer a toll-free phone number and website to aid recipients with the notice and the Opt-Out procedure. Further support will be provided by the Consultant through a link on the website <http://www.AffordableElectricRatesOH.com>.
6. Additionally, residential and small businesses that do not Opt-Out, per step 4 above, will receive written notification, called a "Letter of Rescission" or a "Switch Letter", from the LDC stating that they are about to be switched.
7. The Letter of Rescission will inform the participant that they have **five (5)** days to rescind the contract by contacting the LDC. The selected Supplier will not enroll those accounts Opting-Out of Program.

No opt-out disclosure notices will be sent to potential customers of an aggregation prior to the prospective governmental aggregator being certified by the PUCO as a governmental aggregator by submitting the following completed form:

<http://www.puc.state.oh.us/emplibrary/files/smed/CRES/3ERCRESFormsGovernmentalAggregator.pdf>

5.) Periodic Enrollment Updates

1. **Moving to the city, village or county from another municipality:** Residents and businesses that move into the city, village or county's jurisdiction will be automatically included in the Program. Consultant will periodically request updated account lists from the LDC and the winning CRES. Through a comparative scrubbing process, Consultant will then send a list of newly eligible, but currently not enrolled accounts to CRES, whereupon CRES will promptly send Opt-Out notices so

that these account holders may be given the option to participate. These accounts will be given twenty-one (21) days from the postmark date on the notice to return the Opt-Out notice if they do not wish to participate in the Program.

2. **Moving within the city, village or county's jurisdiction:** Selected CRES shall continue service at the same rate and under the same terms and conditions for residents and small businesses that are in the Program, but move to a different premise within the city, village or county's jurisdiction prior to the expiration of the contract term. Customer will automatically receive a new opt-out notice. If such a notice is not received the customer will have the right to contact the selected CRES and or Consultant to obtain such a notice.

Any new accounts shall be able to enroll in the aggregation program under the same terms, conditions, and pricing as accounts that were initially enrolled during the initial opt-out period. However, newly enrolled accounts will only have the ability to participate in the ongoing aggregation program for the time remaining in the term of the agreement with the Supplier. Costs (for example for printing and mailing) associated with subsequent Opt-Out rounds will be paid in the same manner as for the initial Opt-Out round.

6.) Selected Supplier Responsibilities

The corporate authority or county board will use a competent entity as a CRES to perform and manage aggregation services for the Program. The selected CRES shall provide adequate, accurate, and understandable pricing, terms and conditions of service, including, but not limited to, no switching fees and the conditions under which Program participant may Opt-Out without penalty.

The CRES must provide the corporate authority or county board and Consultant, upon request, an electronic file containing the Program participant's usage, charges for retail supply service and such other information reasonably requested by the corporate authority or county board or the Consultant.

The CRES shall create and maintain a secure database of all Program participants. The database will include the name, address, LDC account number or Service Delivery Identifier, and the CRES's account number of each active Program participant, and other pertinent information such as rate code, rider code (if applicable), most recent 12 months of usage and demand, and meter reading cycle. The database will be updated at least quarterly. Accordingly, the Supplier will develop and implement a program to accommodate participants who (i) leave the Program due to relocation, Opting-Out, etc.; (ii) decide to join the program; (iii) relocate anywhere within the corporate limits of the municipality; (iv) move into the municipality and elect to join the Program. **(See Appendix A of this Plan)**

Education: The selected CRES shall work with Consultant to develop and implement an educational program that generally explains the Program to all residential and small business customers.

CRES will provide updates and disclosures mandated by Ohio law and applicable rules and regulations, and implement a process to allow any participant the opportunity to Opt-Out of the Program according to the terms of the Power Supply Agreement.

Customer Service: the selected CRES shall hire and maintain an adequate customer service staff and develop and administer a written customer service process that will accommodate participant inquiries and complaints about billing and answer questions regarding the Program in general. This process will include a description of how telephone inquiries will be handled, either internally or externally, how invoices will be prepared, how participants may remit payment, and how collection of delinquent accounts will be addressed. The CRES and the corporate authority or county board will enter into a separate customer service plan agreement or the terms shall be included in the Power Supply Agreement.

Any electric customer, including any participant in this Aggregation Program, may contact the Public Utilities Commission of Ohio (PUCO) for information, or to make a complaint against the Program, the CRES, or the LDC. The PUCO may be reached toll free at 1-800-686-7826 or for TTY (toll free) at 1-800-686-1570 from 8:00 a.m. to 5:00 p.m. weekdays, or at www.PUCO.ohio.gov .

Billing: LDC will provide a monthly billing statement to each Program participant which shall include CRES charges. The CRES will not charge any additional administrative fee(s).

Compliance Process: The CRES shall develop internal controls and processes to ensure that the corporate authority or county board remains in good standing as a Governmental Aggregator and ensure that the Program complies with ORC 4928.20 and all applicable laws, rules and regulations, as they may be periodically amended. It will be the CRES responsibility to deliver reports at the request of the municipality or Consultant in a timely manner that will include (i) the number of participants in the Program; (ii) a savings estimate or increase from the previous year's baseline; (iii) such other information reasonably requested by the municipality or Consultant; (iv) comparison of the participants charge for the supply of electricity from one designated period to another identified by the municipality. The CRES shall also develop a process to monitor, and shall promptly notify in writing, any changes or amendments to any laws, rules or regulations applicable to the Program.

Notification to LDC: The residential and small business customers in the corporate authority or county board that do not Opt-Out of the Aggregation Program will be enrolled automatically in the Program by the selected CRES. Eligible residents and small businesses included in the Program will not be asked to take affirmative steps to be included in the aggregation group. To the extent that LDC requires notification of participation, the selected CRES shall provide such notice to LDC. Periodically, the CRES will inform LDC through electronic means, of any new members that it is enrolling into the Aggregation Group.

Customer Switching Fee: The selected CRES shall be responsible for payment of any customer switching fees imposed by the incumbent LDC.

7.) Supplier (CRES) Selection Criteria

CRES responding to the RFP will be measured on the basis of PUCO licensing and certification standards, price, program, marketing, experience, and quality of the response. The CRES will also hold the corporate authority or county board and Consultant harmless of any financial obligations or liability that may arise as a result of the Program.

CRES Selection Criteria

- Price per kWh and corresponding terms;
- Power Supply Contract flexibility;
- Proof of financial solvency and investment grade credit rating;
- Quality of response to Request for Proposal;
- Program Marketing Plan and informational outreach;
- Municipal Aggregation Experience;
- Municipal Opt-Out Experience;
- Certified as a Competitive Retail Electricity Service Provider in by the PUCO;
- Compliant to Purchase of Receivables/Utility Consolidated Billing ("POR-CB Program") facilitating LDC single billing to participants in the Program.
- Power Supply Contract meets the minimum requirements of the PUCO, and common commercial practice.
- Will provide assistance, if needed, by Consultant or corporate authority in filing the annual reports required by the PUCO and Section 4805.10(A), Section 4911.18(A) and Section 4928.06(F) of the Ohio Revised Code

8.) Consolidated Billing and Credit/Default Procedures

LDC offers a purchase of receivables program with consolidated billing (POR-CB) for the benefit of retail customers and CRES. This allows for a single bill, administered solely by LDC, wherein LDC will invoice the LDC regulated delivery charges and supply rate provided by the selected CRES contained in the Power Supply Agreement.

The corporate authority or county board will utilize the POR-CB Program with its Municipal Aggregation to streamline the billing process, and eliminate the confusion of separate bills from LDC and the selected CRES.

Credit policies and procedures continue to be the responsibility of LDC and/or CRES. The corporate authority or county board will not be responsible for late or non-payments on the parts of any of its residents or small businesses. LDC and/or CRES billing practices should be consistent with all applicable

guidelines issued by the PUCO. If there is a delinquent account, LDC and/or CRES or their agent will send collection notices to the customer's mailing address of record for service charges rendered by LDC, following established collection policies regardless of whether the customer participates in the Program or not. In the case of a POR-CB Program, the billing method the Program will utilize, the CRES' receivable becomes LDC's receivable and LDC will be responsible for those collection efforts under LDC's policy and requirements.

Customers will continue to receive their electricity bill from LDC, will continue to call LDC for service-related issues, and will continue to pay LDC.

CUSTOMER INQUIRIES: LDC operates a call center to assist customers with inquiries and resolve billing issues. LDC has toll-free numbers to contact the call centers printed on electric account holders' bills.

9.) Request for Qualifications/Proposal-Summary

The Consultant will, on behalf of the corporate authority or county board governing body and residents, request qualifications from a number of licensed CRES in order to properly vet any potential bidders. To those CRES deemed most qualified, a Request for Proposals ("RFP") will be issued, utilizing predetermined criteria based on technical specifications, bidder requirements, bidding processes, and contract documents, to select a single Competitive Retail Electric Service provider (CRES). The Consultant will evaluate the bids received and will recommend a single CRES to serve as the electricity supplier to all eligible residents and small businesses within the municipal limits.

The corporate authority or county board may grant authority to a representative of the corporate authority or county board to approve the Power Supply Agreement with the selected CRES on behalf of the corporate authority or county board.

10.) Pricing Methodology

Pricing Methodology: The corporate authority or county board intends to establish a price for the purchase of electricity for the Program. This will be the Program Rate measured in price per kilowatt-hour (kWh). The rate may include traditionally bundled renewable power components in the form of Renewable Energy Certificates (RECs), and will reflect various lengths of terms, contractual benefits, and possible hold premiums (CRES holds price offer to be bound in Power Supply Agreement open for a fixed period of time beyond the standard one day to allow for municipality to review before signing off on Power Supply Agreement).

If the daily market price quote is deemed acceptable by the Consultant, the Consultant will inform the corporate authority or county board of the price and pricing components and recommend acceptance.

If accepted, the corporate authority or county board will affirm acceptance of the commodity price in writing to the selected CRES.

The CRES invited to bid will quote rates for the following energy mixes:

- Lowest Traditional Fixed Power Price – The lowest priced fixed electricity supply available from a CRES using, at minimum, a percentage of renewable energy consistent with Ohio law and/or PUCO regulation. Should the annually weighted LDC Standard Service Offer for the enrolled participants be less than the selected CRES' retail power price, CRES will reserve the right to terminate service and return the Program participants to the LDC, or continue service at a rate equal to the LDC Standard Service Offer, inclusive of Municipal and Consultant Fees.
- Discount to tariff – a variable rate guaranteed to be a certain percentage below the LDC's tariff rate for a specific term. CRES shall provide an understandable description of the factors that will cause the price to vary (including any associated indices) and disclose how frequently the rate will change.
- 100% Renewable – Electricity where 100% of the energy used by the aggregated accounts will be offset by Renewable Energy Credits that meet the U.S. Environmental Protection Agency's Green Power Partnership's definition of eligible green power resources, vintage requirements, and "new" requirements as detailed here:
http://www.epa.gov/greenpower/documents/gpp_partnership_reqs.pdf.
Renewable Energy Credits shall also be Green-e certified and/or the RECs will be sourced through MISO-registered renewable sources.

If the CRES proposes to charge different rates to different rate classes within the aggregation (for example, a different price for residential and commercial customers), the CRES shall disclose the applicable rate(s) to customers within each rate class.

11.) Program Education Initiative

The CRES shall maintain an educational program for the purpose of explaining the Program to eligible residents and small businesses. The Education Program will include updates, offer customer support during the term of the agreement, and provide information of where to Opt-Out of the Program, if a customer so desires.

Each residential and small business customer of LDC within the jurisdiction of the corporate authority or county board will receive a notification by mail explaining the Program, the procedure which must be followed to Opt-Out of the Program, the fixed electricity rate the municipality contracted for on behalf of participants in the Program, termination policies, and the deadline to return the Opt-Out letter.

The corporate authority or county board in partnership with Consultant, along with the selected CRES, will develop an education initiative that will inform residents of the specifics of the program. The education initiative may contain, but is not limited to the following:

- Mailings
- Community Meetings
- Advertisements
- Program Website
- Toll-Free Information Line
- Informational Videos
- Calculators (web-based)

12.) Demand Management and Energy Efficiency Initiative

Reduced energy costs should in no way be considered a license for increased usage. For that reason, no energy plan is complete without balancing reduced supply cost for end-users with some method(s) for demand side management and reduction. PUCO offers a website which specifies each customer's price-to-compare ("PTC").

The Consultant may work with the selected CRES to develop an "Energy Efficiency Program". The program may include resources for residential consumers regarding energy efficiency for their home. The corporate authority or county board will work with LDC to provide specific information about utility rebate programs.

13.) Power Supply Agreement

The corporate authority or county board will be presented with and have the option to execute a Power Supply Agreement ("Agreement") with the selected CRES.

Bids may contain various lengths of term. Upon recommendation of the consultant and at the discretion of the corporate authority or county board, the duration of any subsequent contract term will be determined.

The agreement shall include:

- The approved rate and the power mix for the Program, and shall disclose all additional or ancillary fees.
- Requirements that all licenses and qualifications are maintained.

- Requirements that the CRES manage the program under the Rules of Operation and Governance as approved and amended if need be.
- Agreement not to solicit or contract directly with eligible residents or small businesses in the *Program for service or rates outside the aggregation*
- Agreement not to use the customer data and information for any other marketing purposes.
- Agreement to indemnify and hold the corporate authority or county board and consultant harmless from any claims, causes of action, damages, judgments, and financial obligations arising from the Program.
- Proof of insurance and performance security as the municipality deems necessary.
- Provision that the CRES will assist the corporate authority or county board in developing a Program Education Initiative.

Termination of Service

- End of Term: the Power Supply Agreement with the CRES will terminate upon its expiration.
- Early Termination: The corporate authority or county board will have the right to terminate the Power Supply Agreement prior to the expiration of the term in the event the CRES commits any act of default. Acts of default include, but are not limited to the following:
 - Breach of confidentiality regarding customer information;
 - The disqualification of the CRES to perform the services due to the lapse or revocation of any required license or certification;
 - The LDC's termination of its relationships with the CRES;
 - Any act or omission that constitutes deception by affirmative statement or practice, omission, fraud, misrepresentation, or bad faith practice;
 - Billing in excess of the approved rates and charges;
 - Billing or attempting to collect any charge other than the approved kWh rates and contractually approved charges;
 - Failure to perform at a minimum level of customer service required by the corporate authority or county board.
- Upon termination for any reason, the corporate authority or county board will notify the Utility to return the residents and small business accounts to the Default Tariff Service. Upon termination, the corporate authority or county board shall provide at least sixty (60) days written notice of termination to each account holder participating in the Program. If the agreement is not extended or renewed, participants will be notified as required by law and the CRES rules of the PUCO in advance of the end of service. Participants will also be notified of their rights to select an alternate generation supplier and of their ability to return to LDC's Standard Service Offer upon termination.

Changes, Extension or Renewal of Service

The initial term of the agreement for power supply service will provide service for the specified term beginning upon activation of services. If the Agreement is extended or renewed, Program participants

will be notified as required by law and the rules of the PUCO as to any changes in rates or service conditions. At least every three years, all LDC customers in the municipal boundaries will be given an opportunity to opt into or out of the Program, and reasonable notice will be provided as required by law and PUCO rules. Participants will also be notified of their right to select an alternate generation supplier and of their ability to return to LDC's Standard Service Offer.

14.) Liability

The corporate authority or county board and Consultant shall not be liable, in any instance, to residents and small commercial retail customers for any claims arising from or due to provisions of municipal aggregation of electricity. Any such claims should be solely directed to the selected CRES, pursuant to the power supply agreement.

15.) Miscellaneous

The Rules of Operation and Governance may be impacted by forces outside the control of the corporate authority or county board. Those items may include the following:

- Amendments or changes to applicable Ohio law.
- Federal Energy Regulatory Commission (FERC) tariffs that may be enacted or amended;
- PUCO rules and regulations as may be enacted or amended;
- LDC tariffs as approved or amended periodically by the PUCO;
- Federal, state, and local laws;
- Rules, regulations, and orders approved or enacted by federal, state, or local regulatory agencies.

The Plan of Operation and Governance will be on file at the corporate authority or county board Administrative office.

Please call (855) 682-0222 for a copy or to obtain additional information

Any electric customer, including any participant in the aforementioned Aggregation Program, may contact the Public Utilities Commission of Ohio (PUCO) for information, or to make a complaint against the Program, the CRES, or the LDC. The PUCO may be reached toll free at 1-800-686-7826 or for TTY (toll free) at 1-800-686-1570 from 8:00 a.m. to 5:00 p.m. weekdays, or at www.PUCO.ohio.gov.

Exhibit A – 4
Village of Coldwater

Automatic Aggregation Disclosure

A copy of the Village's disclosure is attached.

Appendix A

(Date)

City/Village/County Letterhead

Dear resident,

On May 6, 2014, a majority of citizens voted yes on a referendum question allowing corporate authorities to form a Municipal Opt-Out Electricity Aggregation Program. We are pleased to offer eligible residents and small businesses SAVINGS over DP+L rates by banding together all eligible electric service rates.

The City/Village/County ran a competitive bid to select a licensed Competitive Retail Electric Service provider (CRES) to provide savings to residents and small businesses with electric service in our city/village/county. After researching competitive electricity pricing options, we have chosen _____ to provide you with savings on your electric generation through (date of expiration). There is no cost to join and you will not be charged a fee for participating in this program. You are automatically enrolled and there is no need to do anything to participate.

As a participant of this Municipal Electricity Aggregation Program, you are expected to save _____% off your Price to Compare. Your Price to Compare is the price you pay for electric generation from DP+L, the utility. Your Price To Compare may be located on your electric bill [detail how to calculate savings].

Your account will be transitioned to the Municipal Electricity Aggregation Program within approximately 30-45 days, depending upon your meter read date. You are not obligated to participate in the aggregation program and you can remain with the utility without penalty or fees. If you wish to be removed from the program and remain on DP+L's default tariff rate, you have a deadline date of _____, _____, 2014 to return the attached "opt-out" card.

After you become a participant in this municipal aggregation program, DP+L will send you a letter confirming _____ as your new Alternate Competitive Retail Electric Service provider (CRES).

As required by law, this letter will inform you of your option to rescind your enrollment with adequate notice prior to the scheduled switch.

To remain in the Municipal Electricity Aggregation Program, you do NOT have to take any action when you receive this letter.

DP+L will continue to maintain the system that delivers power to your home or business. You will continue to receive on bill from DP+L. After enrollment is complete your bill will show your new lower supply rate of _____.

If you have any questions, please call INSERT CRES NAME toll free at _____. Include Hours of Operation for Toll-Free Number

Please do not call the City/Village/County with questions regarding the aggregation program.

Sincerely,

City/Village/County

Please Note: to receive these savings, **you should NOT respond**. Return the Opt-Out form only if you do not want to participate in the City/Village/County's electric governmental aggregation program.

(Detach Here)

Opt out by returning this form before the deadline date of _____, _____, 2014.

_____ I do NOT want to participate in this Municipal Electricity Aggregation Program.

Service Address: _____ City: _____ Zip: _____

Phone Number: _____ Account # or Service Delivery Identifier _____

Account Holder Signature: _____ Date: _____

Exhibit A – 5

Village of Coldwater

Experience

The Village of Coldwater has no experience in municipal electric aggregation and has therefore elected to enter into a consulting services agreement with Supernova Partners, LLC, Affordable Gas & Electric Company, LLC (PUCO Certificate Number 13-709E(1)) – an experienced provider of aggregation services in order to affect a successful municipal electric aggregation program. The consulting service agreement is attached.

Municipal Aggregation Consulting Services Agreement

This Municipal Aggregation Consulting Services Agreement ("Agreement") is made and entered into and effective on this 28th day of January, 2014 ("Effective Date") by and between the Village of Coldwater, Ohio ("Municipality"), an Ohio Municipal Corporation, with offices located at 610 W. Sycamore Street, Coldwater, OH 45828 and Supernova Partners, LLC, Affordable Gas & Electric, LLC, a Illinois Limited Liability Company ("Consultant"), with its office and principal place of business located 10749 E Garden Rd, Mt. Vernon, IL 62864. (Municipality and Consultant may be collectively referred to as the "Parties.")

Recitals

WHEREAS, Municipality desires to engage Consultant as its exclusive provider of specific consulting and procurement services related to the residential and small commercial electric and gas accounts located in the Village of Coldwater, Ohio, as more completely defined herein.

WHEREAS, Municipality desires, pursuant to 4928.20 (electric) and 4929.20 (gas) of the Ohio Revised Code, with administrative rules in 4901:1-21-16 & 4901:1-21-17 (electric), and 4901:1-28 (gas) of the Ohio Administrative Code (the "Act"), to operate an electric and/or natural gas aggregation opt-out program for residential and small commercial retail customers, by submitting a referendum to its residents to determine whether or not the aggregation program shall operate as an opt-out program for residential and small commercial retail customers. If the majority of the electors voting on the referendum vote in the affirmative, then Municipality may implement an opt-out aggregation program for residential and small commercial retail customers ("Municipal Aggregation Program").

WHEREAS, a Municipal Aggregation Program would give Municipality the authority to enter into an electric and/or natural gas supply power contract on behalf of residents and small businesses with an electric and/or natural gas wholesale supplier in the Village of Coldwater, OH who have not opted out of said program with the intent to secure a lower rate for electric and/or gas service, yielding reduced electric and/or natural gas bills for its residents and small businesses ("Governmental Contract").

WHEREAS, Municipality desires for Consultant to assist Municipality with its effort to place a referendum on the ballot, its Municipal Aggregation Program, in soliciting bids from wholesale electric and/or natural gas suppliers, and in executing a Governmental Contract.

WHEREAS, Consultant desires to perform the Services and desires to be so engaged.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and agreements herein contained, the parties, intending to be legally bound, agree as follows:

Agreement

I. Services Offered.

Electricity/Natural Gas Residential and Small Commercial opt-out consulting services, including but not limited to preparation and management of opt-out notices, scrubbing of eligibility customer lists, and supervision of all other notices and publications required under the Act to facilitate the adoption and operation of the Program.

In addition, Consultant shall perform the following activities (collectively, the "Services") in a manner consistent with the best practices established for electrical aggregation program consulting services:

a. Pre-Referendum Education & Marketing via

1. Web links to educational videos and clippings regarding Municipal aggregation
2. Local radio spots
3. Newspaper interviews and press releases
4. Municipal newsletters
5. Public hearings
6. Community meetings, Chamber of Commerce, Local high school sporting events
7. Political campaign signs
8. Informational flyers

b. Post-Approval Services

1. Work with Village officials on constituent communications
2. Work with Utilities to develop eligible customer list
3. Develop bid specifications for RFP to multiple wholesale suppliers
4. Advising on any necessary compliance issues with the Public Utilities Commission of Ohio
5. Negotiating fees for the Village with winning suppliers
6. Assist with general contract negotiations
7. Post-purchase monitoring and consulting

II. Obligations of Municipality.

Municipality shall:

- a. Provide access to all necessary information and documentation as required by Consultant in support of the effort to place a referendum on the ballot, its Aggregation Program, in soliciting bids and in executing a Governmental Contract;

- b. Use best efforts to secure access to all necessary information and documentation as required by Consultant in support of the effort to place a referendum on the ballot, its Aggregation Program, in soliciting bids, and in executing a Governmental Contract which is not in the custody or control of Municipality;
- c. Use best efforts to secure access for entry upon public and private property as required to perform the Services of Consultant; and
- d. Promptly notify Consultant if Municipality discovers any material defects in the Aggregation Program or any breach of the Governmental Contract.
- e. Approve an ordinance to put the opt-out referendum on the ballot on the next election.
- f. Conduct public hearings and adopt a Plan of Operation and Governance, each as required by the Act.

III. Term and Termination.

This Agreement shall commence on the 28th day of January, 2014 and shall terminate:

- a. At the conclusion of a Governmental Contract provided that Municipality sends written notice of its intention to terminate this Agreement at least ninety (90) days prior to the conclusion of the Governmental Contract, otherwise, this Agreement will stay in full force and effect for the renewal period of the Governmental Contract; or
- b. Upon the written agreement of the Parties.

IV. Payment.

Municipality agrees that after a competitive bidding process and execution of a Governmental Contract that Consultant will be paid by the selected electric wholesale supplier at an industry-standard rate of 0.00075 per kWh (volumetrically) as a commission fee for the electricity purchased during the duration of the Governmental Contract. Municipality shall not be obligated to pay any other fees or reimburse any expenses to Consultant, but Municipality is required to only accept bids from electric and/or natural gas wholesale suppliers who pay commission fee rates acceptable in the industry and to Consultant.

V. Relationship of the Parties.

The parties acknowledge and agree that Consultant is an independent contractor and is not an agent or employee of Municipality. Nothing in this Agreement shall be construed to create a relationship between Consultant and Municipality of a partnership, association, or joint venture.

VI. Indemnification.

- a. **Professional Liability.** Relative to any and all claims, losses, damages, liability and cost, the Consultant agrees to indemnify, defend and save Municipality, its officers, officials, and employees harmless from and against any and all suits, actions or claims for property losses, damages or personal injury claimed to arise from a negligent act, error or omission by the Consultant or its employees.
- b. **Non-Professional Liability (General Liability).** To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless Municipality, its officers, officials, employees or any combination thereof, from and against claims, damages, losses and expenses arising out of the acts or omissions of the Consultant, provided that such claim, damage, loss or expenses is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused to in whole or in part by the acts or omissions of the Consultant, its agents, or anyone directly or indirectly employed by them.

VII. Insurance.

- a. Consultant shall secure and maintain, at their own expense, errors and omissions insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim/annual aggregate to protect itself from any claim arising out of the performance of professional services and caused by negligent acts or omissions for which the Consultant may be legally responsible.
- b. In addition to errors and omissions insurance, Consultant shall also secure and maintain, at its own expense, General Liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.
- c. Consultant shall maintain said coverage for the entire contract period and for a minimum of one year after completion of the work under the contract.

VIII. Compliance with the Law

Notwithstanding any other provisions of this Agreement, it is expressly agreed and understood

that in connection with the performance of this Agreement that Consultant shall comply with all applicable federal, state, city and other requirements of law. Consultant shall also at its expense secure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful fulfillment of its Services. Municipality shall have the right to audit any records in the possession or control of the Consultant to determine Consultant's compliance with the provisions of this paragraph.

IX. Taxes.

Consultant is subject to and responsible for all applicable federal, state, and local taxes. Municipality represents that it is a tax-exempt entity and evidence of this tax-exempt status shall be provided to Consultant upon written request.

X. Nonwaiver.

The failure of either party at any time to require the performance by the other part of any provision of this Agreement shall in no way affect that party's right to subsequently enforce that provision.

XI. Entire Agreement / Amendment.

This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings and agreements between the parties. This Agreement may be amended or modified only by a writing executed by the duly authorized officers of the parties hereto. It is understood and agreed that this Agreement may not be changed, modified, or altered except by an instrument, in writing, signed by both parties in accordance with the laws of the State of Illinois.

XII. Exclusive Agreement.

Municipality agrees that during the term of this Agreement, it shall not directly or indirectly solicit, initiate or encourage submission of further proposals or offers from, enter into any agreements with, or accept the services of, any person or entity, for professional services that are substantially similar to the Services to be performed by Consultant pursuant to this Agreement. Consultant shall serve as Municipality's exclusive provider of the Services during the term of this Agreement.

XIII. Confidential and Proprietary Information.

Notwithstanding anything to the contrary set forth herein, the Parties are not required to disclose information which they reasonably deem to be proprietary or confidential in nature. The Parties agree that any information disclosed by a Party and designated as proprietary and

confidential shall only be disclosed to those officials, employees, representatives, and agents of the other Party that have a need to know in order to administer and enforce this Agreement. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to a Party's corporate structure and affiliates, marketing plans, financial information, or other information that is reasonably determined by a Party to be competitively sensitive. A Party may make proprietary or confidential information available for inspection but not copying or removal by the other Party's representatives. Compliance by the Municipality with the Ohio Open Records Law, §149.43 et seq. ("Ohio FOIA"), including compliance with an opinion or directive from the relevant Ohio agencies under the Ohio FOIA, or with a decision or order of a court with jurisdiction over the Municipality, shall not be a violation of this Section and Municipality shall have no duty to litigate or defend any action against it under the Ohio FOIA.

XIV. Disputes and Governing Law.

The Parties intend that this Agreement may be enforced at law or by suit for specific performance. In the event that it becomes necessary to file suit in a court of law or chancery to enforce the terms of this Agreement, the prevailing party shall be awarded their reasonable attorneys' fees in pursuit of his or her claim. This agreement shall be governed by and construed in accordance with the federal laws of the United States of America and internal laws of the State of Illinois applicable to contracts made and to be performed in such state (without regard to the principle of conflicts of law applicable under Illinois law). It is the intent of the parties that to the fullest extent permitted by law, the laws of the State of Illinois shall govern this Agreement.

XV. Severability

If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and shall be replaced by a valid, mutually agreeable and enforceable provision which so far as possible achieves the same objectives as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

XVI. Paragraph Headings

Paragraph headings are inserted in this Agreement for convenience only and are not to be used in interpreting this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 3RD day of
FEBRUARY, 2014.

Village of Coldwater, OH

BY: Eric C. Thomas

Eric C. Thomas PE,PS, Manager/Engineer

SUPERNOVA PARTNERS, LLC, AFFORDABLE GAS & ELECTRIC, LLC.

BY: Jeff Haarmann

Jeff Haarmann, Managing Partner