1216 Lexington Ave. Ste 301
Mansfield, OH. 44907
scott@electricsuppliers.org

May 19, 2017

Docketing Division
Public Utilities Commission of Ohio
180 East Broad St.
Columbus, Ohio 43215-3793

**Case No. 14-0198-EL-GAG**

**RE: Opt out Letter(s) — Brown Township, Delaware County, OH.**

Brown Township is pleased to submit its final copy of Opt-out letter(s) to be sent to all eligible customers on May 30th, 2017 with the response deadline of June 20th, 2017.

Material provided for review:

- Residential and Business Opt-out letter

Should you have any questions or additional needs, please call me at (614) 425.4885.

Sincerely,

Scott R. Belcastro
Principal
614.425.4885
scott@electricsuppliers.org

Enclosure

**Brown Township**
Governmental Aggregation Program
PO Box 1498
Westerville, OH 43086-1498

**Important Governmental Aggregation Information Enclosed**

**Brown Township Electric Government Aggregation Program**

Capital.Energy

May 30, 2017

Dear Brown Township Resident,

Brown Township is providing you the opportunity to participate with other Brown Township residents and businesses in an opt-out electric aggregation program, with Capital.Energy as your provider.

Under governmental aggregation, the Brown Township Trustees act on behalf of electric consumers in Brown Township to negotiate an electric supply contract with an eligible provider. Both Brown Township and eligible retail electric suppliers have to be certified by the Public Utilities Commission of Ohio. Brown Township Trustees passed an ordinance to adopt the program after Brown Township voters approved its implementation on November 5, 2013. The aggregation program for Brown Township will begin within one to two billing periods following your inclusion as a participant in the Township's program and end with your May 2019 meter read.

**Under this aggregation program, eligible residents and businesses in the AEP Service Territory in Brown Township will pay 5.545 cents per kWh through the May 2019 meter read**. There is no cost for the enrollment and you will not be charged a switching fee. Capital.Energy's price applies to the generation portion of your bill. **If you are ever unhappy with your service or rate from Capital.Energy, you may cancel free of charge at any time** and return to AEP Ohio at a rate and terms that may or may not be the same as what other AEP Ohio customers pay.

After you become a participant in the Townships' Electric aggregation program, AEP Ohio will send a letter confirming your selection of Capital.Energy as your Electric provider. As required by law, this letter will inform you of your option to cancel your enrollment with Capital.Energy within seven business days of its postmark date. To remain in the Townships' government aggregation program, simply ignore this letter as you do not need to take any action when this letter arrives. You will be automatically enrolled.

If you do not wish to participate, you must opt-out no later than Tuesday, June 20, 2017. You can do this by completing and returning the reply card below or calling us toll-free at **1-844-294-4504.**

Capital.Energy offers budget billing. If you wish to enroll in Capital.Energy's Budget Billing program for Generation Service, please call (844) 294-4504 to get enrolled today. **If you are an Average Monthly Payment (AMP) or a Budget Billing Customer with AEP Ohio** and wish to enroll in the Aggregation Program, please call (844) 294-4504 and speak with an aggregation specialist about other options available for you.

Under this aggregation, AEP Ohio will continue to maintain the wires system that delivers power to your home or business. You will still contact AEP Ohio regarding loss of power service or for any other concerns or issues having to do with your electric service. You will continue to receive a single bill from AEP Ohio for your electric service with your lower Capital.Energy rate included.

If you have any questions or if you would like to opt out, please call Capital.Energy toll free at **1-844-294-4504**, Monday through Friday, 8:00 a.m. to 6:00 p.m. Frequently Asked Questions are located on the back of this letter and additional information can be obtained by contacting the Township's Consultant, Trebel, LLC at (877) 861-2772.

Regards,

*Brown Township Trustees* *Capital. Energy*

---

*Opt-Out Form: To be executed and returned **only** if you do not wish to participate in the Brown Township's Aggregation Program. Be sure to respond by June 20, 2017 if you choose not to participate.*

Mailing Address:
Mail Merge Name
Mail Merge Address
Mail Merge City ST ZIP

Service Address:
Mail Merge Name
Mail Merge Address
Mail Merge City ST ZIP

☐ **I wish to opt out of the Brown Township's Electric Aggregation Program.**

☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐

17 digit Service Delivery Identifier Number from your AEP Ohio Bill:

Signature: _____

Date: _____

Phone Number: _____

Email Address: _____

Capital.Energy, P.O. Box 1498, Westerville, Ohio 43086
www.capital.energy

# Electric Aggregation Program – Frequently Asked Questions

**What is governmental aggregation of electricity?**
Ohio's laws allow for communities - such as townships, cities, villages and counties - to form aggregated buying groups on behalf of their citizens. Savings are possible through governmental aggregation, where community officials bring together residential and small commercial customers to gain group buying power for the purchase of electricity from a retail electric provider.

**How is Brown Township able to choose a certified electric generation supplier on my behalf?**
In November 2013, Brown Township residents voted to allow the Township Trustees to contract for an electric generation supplier on their behalf. The Township selected Capital.Energy as the exclusive supplier for its electric aggregation program, beginning July 2017 through May 2019.

**If I join Brown Township's electric aggregation program, who will deliver my power, read my meter and respond to emergencies, such as power outages?**
Your local electric company will be responsible for the delivery of power to your home or business. Since your local electric utility still owns the wires and poles that deliver power to you, it will continue to read your meter and restore power after an outage.

**What do I need to do to be included in the aggregation program?**
You do not need to do anything to receive the pricing offered under this program. You may choose to remain part of the aggregation program and begin receiving the negotiated rates simply by not returning the opt-out form.

**What if I don't want to participate?**
Since all eligible residential and small commercial customers are automatically enrolled in the governmental aggregation program, those customers who do not want to participate are given the opportunity to opt-out. By returning an opt-out form by the due date, you can choose not to be enrolled as an electric generation and transmission customer of the community's competitive electric generation and transmission supplier.

**How will billing be handled?**
You will receive one bill from AEP Ohio (the utility) that contains your charges for distribution and maintenance service from the utility as well as Capital.Energy's charges for generation and transmission. Residential customers can remain on budget billing; however, you must enroll in budget billing with Capital.Energy for the generation portion of your bill.

**Does Capital.Energy offer Budget Billing?**
Yes Budget Billing is available to residential customers of Capital.Energy. Budget Billing provides a way for customers to pay the same amount each month for generation services, but over time you must still pay for all of your usage. The budget amount is based on a projection of your energy usage for the remaining term of the Electric Aggregation Program calculated using your past 12 months' usage, where available, plus a small adder in order to minimize future true-ups, and reduce the overall balance on your account. The overall balance will be displayed on your bill each month and will be trued up in your last month of service unless you request an update based upon a large disparity between the amount charged and your actual usage. Capital.Energy will also review your bill periodically and discuss any necessary adjustments with you in order to better align the budget bill amount with your actual usage. If you need more information about your individual situation, please call Capital.Energy's toll free number.

**Can I still have my payment automatically deducted from my checking account as I do now?**
Yes. How you pay your electric bill will not change.

**If I opt out initially, can I choose to join the program at a later date?**
Yes, you may call Capital.Energy to join the program at a later date; however, the rate may not be the same as at the outset of the program.

**What happens at the end of the program?**
As the program draws to a close, the Township can choose to seek bids from electric supply providers in order to negotiate a new contract on behalf of eligible households. Eligible customers will again receive a letter in the mail notifying them of the new terms and conditions and will be given the opportunity to opt out at no charge.

**Who do I call if I have a problem with my electric service?**
If you have an outage, see fallen power lines, or require emergency repairs, you will continue to contact AEP Ohio at 1-800-672-2231.

**What is the toll-free number for questions?**
If you have any questions, please call Capital.Energy toll free at (844) 294-4504.

We encourage you to review the details of the offer as further defined in the enclosed Terms and Conditions.

**Capital.Energy Residential Retail Electric Service Contract – Fixed Rate**

**General**: This Agreement, together with the enrollment information, are your agreement for electric Generation Service with Capital Energy LLC d.b.a. Capital.Energy ("CE"). Please keep a copy of this agreement for your records. CE is certified by the Public Utilities Commission of Ohio ("PUCO") to offer and supply Generation Service in Ohio. As a Competitive Retail Electric Service provider, CE will supply the electric Generation Service to your electric Utility, based on your usage. Your Utility then distributes the electricity to your residence. Your Distribution Service will remain with your current electric Utility, which is regulated by the PUCO.

**BROWN TOWNSHIP, DELAWARE COUNTY, OHIO AGGREGATION PROGRAM:**
THIS CONTRACT HAS BEEN ENTERED INTO IN ACCORDANCE WITH THE AGGREGATION PROGRAM OF BROWN TOWNSHIP ESTABLISHED PURSUANT TO SECTION 4928.20 OF THE OHIO REVISED CODE. WHEREBY BROWN TOWNSHIP ARRANGED FOR THE PROVISION OF ELECTRIC SUPPLY SERVICE BY CE TO ITS RESIDENTIAL INHABITANTS AND SMALL COMMERCIAL INHABITANTS WHO DO NOT OPT-OUT OF THE PROGRAM (THE "PROGRAM"),

**Contact Information**: Capital.Energy, P.O. Box 1498, Westerville, Ohio 43086, www.capital.energy, 844-294-4504 or 614-540-2422, 8:00 a.m. to 6:00p.m. E.T. M-F.

**Definitions**:

- "Competitive Retail Electric Service" or "CRES" provider means, as defined by Chapter 4901:1-21 of the Ohio Administrative Code, an entity that sells electric energy to retail customers in Ohio.
- "Distribution Service" means the physical delivery of electricity to customers by the electric Utility.
- "Utility" means the electric distribution utility. Your Utility is AEP Ohio, either in the Columbus Southern Power rate zone or the Ohio Power rate zone.
- "Generation-Related Charges" means those charges or costs associated with the production, procurement, and supply of electricity.
- "Generation Service" means the production of electricity.
- "Residential Customer" means, as defined by Chapter 4901:1-21 of the Ohio Administrative Code, a customer of competitive retail electric service for residential purposes.
- "RTO" means a regional transmission organization such as PJM Interconnection LLC. An RTO operates a regional transmission grid. For example, PJM operates the transmission grid in the AEP Ohio rate zones.
- "Transmission Service" means the moving of high-voltage electricity from a generation facility to the distribution lines of an electric Utility.

**Terms and Conditions of Service**:

**1. Eligibility**: Residential Customer accounts that are on AEP Ohio's residential rate codes and are not enrolled in energy assistance or the Percentage of Income Plan Program ("PIPP") or a credit arrearage program administered by Residential Customer's Utility are eligible for this offer from CE. If you become approved for energy assistance, the PIPP, or Utility's arrearage crediting program while taking service under this Agreement, you must advise CE and your Utility in writing in order to be switched to the Utility's standard offer service after the next meter read date. CE reserves the right to refuse enrollment to any Residential Customer with an outstanding, unpaid electric bill. CE will not require payment of any balance due another CRES provider as a condition of establishing credit or for providing service under this Agreement. However, CE may establish a Residential Customer's creditworthiness by credit check, a reasonable and nondiscriminatory cash deposit, a guarantor, or other legally accepted practices. If CE accepts a deposit, the deposit will not exceed 100% of the estimated monthly charge for service under this Agreement for the ensuing one year. If CE requires a guarantor, it will require that the guarantor meets creditworthiness criteria and will require the guarantor to sign a written guarantor agreement.

**2. Rescission**: Once you have been enrolled to receive electric Generation Service from CE, you will receive a confirmation notice from your Utility. You have the right to rescind your enrollment without penalty within seven calendar days following the postmark date of the confirmation letter by contacting your Utility and following the instructions in the confirmation notice. A Residential Customer's right to rescind only applies when a Customer initially switches to CE, not upon any renewal of this Agreement. If a Residential Customer chooses to rescind enrollment within the seven-day rescission period, CE will return any deposit that the Residential Customer paid in order to obtain service under this Agreement.

**3. Basic Service Price**: During the term of this Agreement, you agree to pay CE a fixed price of $0.05545 per kWh for the provision of Generation Service and Generation-Related Charges. In addition to CE's charges, you will be charged by your Utility for Distribution Service, Transmission Service and various other wires and electric Utility charges.

**4. Length of Agreement**: Subject to the seven-day rescission period, your service from CE will commence on the later of the July 2017 billing cycle, or the acceptance of the enrollment request by CE (at its discretion and consistent with Paragraph 7 below), and the processing of the enrollment by your Utility. Your service will continue for the term of 22

months, unless otherwise terminated or renewed, and end on the meter read for the last month of service.

**5. Billing, Refund of Deposits, and Release of Guarantors**: You will continue to receive a single monthly bill from your Utility that will contain both your Utility and CE charges. The amount of electricity usage will continue to be measured or estimated by the Utility. Customer agrees to pay bills in accordance with the Utility's billing and payment terms. CE reserves the right to unilaterally modify this billing format in the event the Utility is unable or unwilling to provide consolidated billing in this format or changes the calculation of the Price to Compare. CE does offer budget billing, please use the contact information provided above for more information. If you do not pay your bill by the due date or if you fail to meet any agreed-upon payment arrangements, CE may cancel this Agreement after giving you a minimum of 14 days advance written notice. Upon cancellation, you will be returned to your Utility. You will remain responsible to pay CE for any electricity used before this Agreement is cancelled, as well as any late payment charges. Further, your failure to pay Utility charges may result in Customer's electric service being disconnected in accordance with the Utility's tariff and PUCO rules. No interest will accrue to a Residential Customer on any deposit. CE will review each account holding a deposit or guarantor agreement every 12 months and promptly will refund the deposit or release the guarantor if all of the following have occurred: (a) Residential Customer paid their bills for service under this Agreement for 12 consecutive months without having services terminated for nonpayment; (b) Residential Customer has not had more than two occasions in the preceding 12 months on which their bills for service under this Agreement were not paid by the due date; and (c) Residential Customer is not delinquent in the payment of their bills for service under this Agreement at the time of the review. CE will notify the guarantor within 30 days of its determination to release the guarantor from further responsibility for the account. CE may apply some or all of a Residential Customer's deposit to any unpaid bill.

**6. Penalties, Fees, and Exceptions**: If you do not pay the full amount owed CE by the due date on each bill, CE may charge 1.5% of the outstanding amount per month, or the maximum legally allowable interest rate, whichever is lower, until such payment is received by CE. CE reserves the right to require adequate assurances from Residential Customers in the form of prepayment or another form of credit support in the event a Residential Customer fails to make payments in accordance with the terms herein. Residential Customers required to provide financial assurance will be required to post that assurance within three business days of notice.

**7. Cancellation/Termination**: If this Agreement is not rescinded during the rescission period, enrollment will be sent to your Utility. Thereafter, you can terminate this Agreement, without an early termination fee, prior to the end of the applicable term for convenience by giving CE not less than 30 days' notice, either written or by telephone at 844-294-4504. Any failure to pay a bill or the occurrence of any other breach of this Agreement shall be deemed a breach of this Agreement permitting CE to terminate this Agreement immediately upon 14 days advance written notice. Should you cancel service with CE and return to the standard service offer with your Utility, you may or may not be served under the same rates, terms, and conditions that apply to other Utility customers. Should you cancel service with CE or this Agreement is terminated, CE will apply any deposit to the final bill. CE will promptly refund any remaining deposit. For any remaining overdue balances, CE may pursue collection actions against you and any guarantor in an appropriate court.

**8. Customer Consent and Information Release**: By accepting this offer from CE, you understand and agree to the terms and conditions of this Agreement with CE. You authorize CE to obtain information from the Utility that includes but is not limited to billing history, payment history, historical and future electricity usage, meter readings, and characteristics of electricity service. CE reserves the sole right to check your credit with consumer credit reporting agencies and determine if your credit standing is satisfactory before accepting your enrollment request. This Agreement shall be considered executed by CE following acceptance of your enrollment request by CE, the end of the seven-day rescission period, and the subsequent acceptance of the enrollment by your Utility.

**9. Dispute Resolution**: CE is committed to customer satisfaction. Contact CE with any questions concerning the terms of service by phone at 844-294-4504, M-F 8:00 a.m. to 6:00 p.m., or in writing at P.O.Box1498, Westerville, Ohio 43086. Our web address is www.capital.energy. If your complaint is not resolved after you have contacted CE and called your Utility for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio ("PUCO") for assistance at 1-800-686-7826 (toll-free) or TTY at 1-800-686-1570 (toll-free) from 8:00 a.m. to 5:00 p.m. weekdays, or at http://www.puco.ohio.gov. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio Consumers' Counsel ("OCC") represents Residential Customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll-free) from 8:00 a.m. to 5:00 p.m. weekdays, or at http://www.pickocc.org.

**10. Miscellaneous**:

- You have the right to request from CE, twice within a 12-month period, up to 24 months of payment history, without charge. CE will not release your Social Security Number and/or account number(s) without your written consent, except for (a) CE's own credit evaluation, (b) CE's own collections and reporting, (c) participating in programs funded by the universal service fund pursuant to Section 4928.54 of the Ohio Revised Code or (d) assigning Customer's Agreement to another CRES provider.
- CE's environmental disclosure statement is available for viewing on CE's website– www.capital.energy. CE will also provide the information upon request.
- CE may assign its rights, without Customer consent, to another CRES Provider, including any successor,

subsidiary or affiliate, in accordance with the rules and regulations of the PUCO.

- CE assumes no responsibility or liability for the following items that are the responsibility of the Utility: operation and maintenance of the Utility's electrical system, any interruption of service, termination of service, and deterioration of the Utility's service. In the event of a power outage, you should contact your Utility.
- You are responsible for providing CE with accurate account information. If said information is incorrect, CE reserves the right to terminate the Agreement.
- CE reserves the right to return you to the Utility if your rate code is changed and the account is no longer eligible for this program. You authorize, but do not obligate, CE to exercise your governmental aggregation opt-out rights.

**11. Warranty and Force Majeure**: THE WARRANTIES SET FORTH IN THIS PARAGRAPH ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE. CE will make commercially reasonable efforts to provide your electric Generation Service, but does not guarantee a continuous supply of electricity. Certain causes and events are out of the reasonable control of CE and may result in interruptions in service. CE is not liable for damages caused by acts of God, accidents, strikes, labor troubles, required maintenance work, inability to access the Utility distribution system, nonperformance by the Utility, or any other cause beyond CE's reasonable control. You and CE both agree that the following will constitute force majeure events under this Agreement and that CE shall have the right to terminate the agreement without liability upon the occurrence of any action taken by the Utility, applicable RTO, the PUCO, transmission provider, or any federal, state, or local government authorities which prevents or legally prohibits CE from performing under the terms of this Agreement. In the event that the Agreement is terminated, you will be returned to your Utility's standard service offer and no early termination fee will be assessed.

**12. Remedies, Indemnification and Choice of Law**: Unless otherwise expressly provided herein, any liability under this Agreement will be limited to direct, actual damages as the sole and exclusive remedy, and all other remedies or damages at law or in equity are waived. Neither party will be liable to the other party or its affiliates for consequential, incidental, punitive, exemplary, or indirect damages, including lost profits or other business interruption damages, whether in tort or contract, under any indemnity provisions or otherwise in connection with this Agreement. The limitations imposed on remedies and damage measurement will be without regard to cause, including negligence of any parties, whether sole, joint, concurrent, active or passive, provided no such limitation shall apply to damages resulting from the willful misconduct of any party. You assume full responsibility for power furnished to you at the delivery point(s) and on your side of the delivery point(s), and agree to and shall indemnify, defend, and hold harmless CE and its personnel from and against all claims, losses, expenses, damages, demands, judgments, causes of action and suits of any kind, including claims for personal injury, death, or damages to property occurring at the delivery point(s) or on your side of the delivery point(s) and upon the premises, arising out of or related to the electricity and/or your performance under the Agreement. This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio without giving effect to any conflicts of law principles that otherwise might be applicable. Any legal action involving this Agreement shall be brought only in a court of the State of Ohio sitting in Delaware County, Ohio or the United States District Court sitting in Franklin County, Ohio.

**13. Payments to Certain Third-Parties:** You acknowledge and understand that Trebel LLC is acting on your behalf as your representative and is not a representative or agent of CE. CE is remitting a fee to Trebel LLC on your behalf in connection with its effort to facilitate the parties' entering into this Agreement. Your fixed price reflects the fee being distributed to Trebel LLC. You should direct any questions regarding such fee to Trebel LLC.

**14. Survival:** The following terms and conditions will survive the expiration or termination of this Agreement for a period of two years, for any reason: 3, 6, 7, 8, 10, 11, and 12.

**Brown Township Electric**
**Government Aggregation Program**

Capital.Energy

May 30, 2017

Dear Brown Township Business Owner,

Brown Township is providing you the opportunity to participate with other Brown Township residents and businesses in an opt-out electric aggregation program, with Capital.Energy as your provider.

Under governmental aggregation, the Brown Township Trustees act on behalf of electric consumers in Brown Township to negotiate an electric supply contract with an eligible provider. Both Brown Township and eligible retail electric suppliers have to be certified by the Public Utilities Commission of Ohio. Brown Township Trustees passed an ordinance to adopt the program after Brown Township voters approved its implementation on November 5th, 2013. The aggregation program for Brown Township will begin within one to two billing periods following your inclusion as a participant in the Township's program and end with your May 2019 meter read.

**Under this aggregation program, eligible residents and businesses in the AEP Service Territory in Brown Township will pay 5.545 cents per kWh through the May 2019 meter read.** There is no cost for the enrollment and you will not be charged a switching fee. Capital.Energy's price applies to the generation portion of your bill. **If you are ever unhappy with your service or rate from Capital.Energy, you may cancel free of charge at any time** and return to AEP Ohio at a rate and terms that may or may not be the same as what other AEP Ohio customers pay.

After you become a participant in the Township's Electric aggregation program, AEP Ohio will send a letter confirming your selection of Capital.Energy as your Electric provider. As required by law, this letter will inform you of your option to cancel your enrollment with Capital.Energy within seven business days of its postmark date. To remain in the Township's government aggregation program, simply ignore this letter as you do not need to take any action when this letter arrives. You will be automatically enrolled.

If you do not wish to participate, you must opt-out no later than Tuesday, June 20th, 2017. You can do this by completing and returning the reply card below or calling us toll-free at **1-844-294-4504.**

Under this aggregation, AEP Ohio will continue to maintain the wires system that delivers power to your home or business. You will still contact AEP Ohio regarding loss of power service or for any other concerns or issues having to do with your electric service. You will continue to receive a single bill from AEP Ohio for your electric service with your lower Capital.Energy rate included.

If you have any questions or to opt out, please call Capital.Energy toll free at **1-844-294-4504**, Monday through Friday, 8:00 a.m. to 6:00 p.m. Frequently Asked Questions are located on the back of this letter and additional information can be obtained by contacting the Township's Consultant, Trebel, LLC at (877) 861-2772.

Regards,

*Brown Township Trustees* *Capital. Energy*

---

*Opt-Out Form: To be executed and returned **only** if you do not wish to participate in the Brown Township's Aggregation Program. Be sure to respond by June 20, 2017 if you choose not to participate.*

Mailing Address:
Mail Merge Name
Mail Merge Address
Mail Merge City ST ZIP

☐ **I wish to opt out of the Brown Township's Electric Aggregation Program.**

☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐

17 digit Service Delivery Identifier Number from your AEP Ohio Bill:

Service Address:
Mail Merge Name
Mail Merge Address
Mail Merge City ST ZIP

Signature: _____
Date: _____
Phone Number: _____
Email Address: _____

Capital.Energy, P.O. Box 1498, Westerville, Ohio 43086
www.capital.energy

# Electric Aggregation Program – Frequently Asked Questions

**What is governmental aggregation of electricity?**
Ohio's laws allow for communities - such as townships, cities, villages and counties - to form aggregated buying groups on behalf of their citizens. Savings are possible through governmental aggregation, where community officials bring together residential and small commercial customers to gain group buying power for the purchase of electricity from a retail electric provider.

**How is Brown Township able to choose a certified electric generation supplier on my behalf?**
In November 2013, Brown Township residents voted to allow the Township Trustees to contract for an electric generation supplier on their behalf. The Township selected Capital.Energy as the exclusive supplier for its electric aggregation program through the May 2019 meter read.

**If I join Brown Township's electric aggregation program, who will deliver my power, read my meter and respond to emergencies, such as power outages?**
AEP Ohio will be responsible for the delivery of power to your home or business. Since AEP Ohio still owns the wires and poles that deliver power to you, it will continue to read your meter and restore power after an outage.

**What do I need to do to be included in the aggregation program?**
You do not need to do anything to receive the pricing offered under this program. You may choose to remain part of the aggregation program and begin receiving the negotiated rates simply by not returning the opt-out form.

**What if I don't want to participate?**
Since all eligible residential and small commercial customers are automatically enrolled in the governmental aggregation program, those customers who do not want to participate are given the opportunity to opt-out. By returning an opt-out form by the due date, you can choose not to be enrolled as an electric generation and transmission customer of the community's competitive electric generation and transmission supplier.

**How will billing be handled?**
You will receive one bill from AEP Ohio (the utility) that contains your charges for distribution and maintenance service from the utility as well as Capital.Energy's charges for generation and transmission.

**Does Capital.Energy offer Budget Billing?**
Budget Billing is not available to commercial customers of Capital.Energy. Budget billing is only available to residential customers of Capital.Energy.

**Can I still have my payment automatically deducted from my checking account as I do now?**
Yes. How you pay your electric bill will not change.

**If I opt out initially, can I choose to join the program at a later date?**
Yes, you may call Capital.Energy to join the program at a later date; however, the rate may not be the same as at the outset of the program.

**What happens at the end of the program?**
As the program draws to a close, the Township can choose to seek bids from electric supply providers in order to negotiate a new contract on behalf of eligible households. Eligible customers will again receive a letter in the mail notifying them of the new terms and conditions and will be given the opportunity to opt out at no charge.

**Who do I call if I have a problem with my electric service?**
If you have an outage, see fallen power lines, or require emergency repairs, you will continue to contact AEP Ohio at 1-800-672-2231.

**What is the toll-free number for questions?**
If you have any questions, please call Capital.Energy toll free at (844) 294-4504.

We encourage you to review the details of the offer as further defined in the enclosed Terms and Conditions.

## Capital.Energy Small Commercial Retail Electric Service Contract – Fixed Rate

**General**: This Agreement, together with the enrollment information, is your agreement for electric Generation Service with Capital Energy LLC d.b.a. Capital.Energy (CE). Please keep a copy of this agreement for your records. CE is certified by the Public Utilities Commission of Ohio ("PUCO") to offer and supply Generation Service in Ohio. As a Competitive Retail Electric Service provider, CE will supply the electric Generation Service to your electric Utility, based on your usage. Your Utility then distributes the electricity to you. Your Distribution Service will remain with your current electric Utility, which is regulated by the PUCO.

**BROWN TOWNSHIP, DELAWARE COUNTY, OHIO AGGREGATION PROGRAM:**
THIS CONTRACT HAS BEEN ENTERED INTO IN ACCORDANCE WITH THE AGGREGATION PROGRAM OF THE BROWN TOWNSHIP ESTABLISHED PURSUANT TO SECTION 4928.20 OF THE OHIO REVISED CODE, WHEREBY THE BROWN TOWNSHIP ARRANGED FOR THE PROVISION OF ELECTRIC SUPPLY SERVICE BY CE TO ITS RESIDENTIAL INHABITANTS AND SMALL COMMERCIAL INHABITANTS WHO DO NOT OPT-OUT OF THE PROGRAM (THE "PROGRAM").

**Contact Information**: Capital.Energy, P.O. Box 1498, Westerville, Ohio 43086, www.capital.energy, 844-294-4504 or 614-540-2422, 8:00 a.m. to 6:00p.m. E.T. M-F.

**Definitions**:

- "Competitive Retail Electric Service" or "CRES" provider means, as defined by Chapter 4901:1-21 of the Ohio Administrative Code, an entity that sells electric energy to retail customers in Ohio.
- "Distribution Service" means the physical delivery of electricity to customers by the electric Utility.
- "Utility" means the electric distribution utility. Your Utility is AEP Ohio, either in the Columbus Southern Power rate zone or the Ohio Power rate zone.
- "Generation-Related Charges" means those charges or costs associated with the production, procurement, and supply of electricity.
- "Generation Service" means the production of electricity.
- "Small Commercial Customer" means, as defined by Chapter 4901:1-21 of the Ohio Administrative Code, a customer that is not a mercantile commercial customer (a mercantile customer is a commercial or industrial customer that consumes electricity for nonresidential use and the customer consumes more than 700,000 kilowatt-hours per year or is part of a national account involving multiple facilities in one or more states).
- "RTO" means a regional transmission organization such as PJM Interconnection LLC. An RTO operates a regional transmission grid. For example, PJM operates the transmission grid in the AEP Ohio rate zones.
- "Transmission Service" means the moving of high-voltage electricity from a generation facility to the distribution lines of an electric Utility.

**Terms and Conditions of Service**:

**1. Eligibility**: Small Commercial Customer accounts that are on AEP Ohio's general service rate codes (i.e., GS-1, GS-2 and GS-3) and are not mercantile customers are eligible for this offer from CE. CE reserves the right to refuse enrollment to any Small Commercial Customer with an outstanding, unpaid electric bill. CE will not require payment of any balance due another CRES provider as a condition of establishing credit or for providing service under this Agreement. However, CE may establish a Small Commercial Customer's creditworthiness by credit check, a reasonable and nondiscriminatory cash deposit, a guarantor, or other legally accepted practices. If CE accepts a deposit, the deposit will not exceed 100% of the estimated monthly charge for service under this Agreement for the ensuing one year. If CE requires a guarantor, it will require that the guarantor meets creditworthiness criteria and will require the guarantor to sign a written guarantor agreement.

**2. Rescission**: Once you have been enrolled to receive electric Generation Service from CE, you will receive a confirmation notice from your Utility. You have the right to rescind your enrollment without penalty within seven calendar days following the postmark date of the confirmation letter by contacting your Utility and following the instructions in the confirmation notice. A Small Commercial Customer's right to rescind only applies when a Small Commercial Customer initially switches to CE, not upon any renewal of this Agreement. If a Small Commercial Customer chooses to rescind enrollment within the seven-day rescission period, CE will return any deposit that the Small Commercial Customer paid in order to obtain service under this Agreement.

**3. Basic Service Price**: During the term of this Agreement, you agree to pay CE a fixed price of $0.05545 per kWh for the provision of Generation Service and Generation-Related Charges. In addition to CE's charges, you will be charged by your Utility for Distribution Service, Transmission Service and various other wires and electric Utility charges.

**4. Length of Agreement**: Subject to the seven-day rescission period, your service from CE will commence on the later of the July 2017 billing cycle, or the acceptance of the enrollment request by CE (at its discretion and consistent with Paragraph 7 below), and the processing of the enrollment by your Utility. Your service will continue for the term of 22 months, unless otherwise terminated or renewed, and end on the meter read for the last month of service.

**5. Billing, Refund of Deposits, and Release of Guarantors**: You will continue to receive a single monthly bill from your Utility that will contain both your Utility and CE charges. The amount of electricity usage will continue to be measured or estimated by the Utility. Customer agrees to pay bills in accordance with the Utility's billing and payment terms. CE reserves the right to unilaterally modify this billing format in the event the Utility is unable or unwilling to provide consolidated billing in this format or changes the calculation of the Price to Compare. CE does not offer budget billing for Small Commercial Customers. If you do not pay your bill by the due date or if you fail to meet any agreed-upon payment arrangements, CE may cancel this Agreement after giving you a minimum of 14 days' advance written notice. Upon cancellation, you will be returned to your Utility. You will remain responsible to pay CE for any electricity used before this Agreement is cancelled, as well as any late payment charges. Further, your failure to pay Utility charges may result in Small Commercial Customer's electric service being disconnected in accordance with the Utility's tariff and PUCO rules. No interest will accrue to a Small Commercial Customer on any deposit. CE will review each account holding a deposit or guarantor agreement every 12 months and promptly will refund the deposit or release the guarantor if all of the following have occurred: (a) Small Commercial Customer paid their bills for service under this Agreement for 12 consecutive months without having services terminated for nonpayment; (b) Small Commercial Customer has not had more than two occasions in the preceding 12 months on which their bills for service under this Agreement were not paid by the due date; and (c) Small Commercial Customer is not delinquent in the payment of their bills for service under this Agreement at the time of the review. CE will notify the guarantor within 30 days of its determination to release the guarantor from further responsibility for the account. CE may apply some or all of a Small Commercial Customer's deposit to any unpaid bill.

**6. Penalties, Fees, and Exceptions**: If you do not pay the full amount owed CE by the due date on each bill, CE may charge 1.5% of the outstanding amount per month, or the maximum legally allowable interest rate, whichever is lower, until such payment is received by CE. CE reserves the right to require adequate assurances from Small Commercial Customers in the form of prepayment or another form of credit support in the event a Small Commercial Customer fails to make payments in accordance with the terms herein. Small Commercial Customers required to provide financial assurance will be required to post that assurance within three business days of notice.

**7. Cancellation/Termination**: If this Agreement is not rescinded during the rescission period, enrollment will be sent to your Utility. Thereafter, you can terminate this Agreement, without an early termination fee, prior to the end of the applicable term for convenience by giving CE not less than 30 days' notice, either written or by telephone at 844-294-4504. Any failure to pay a bill or the occurrence of any other breach of this Agreement shall be deemed a breach of this Agreement permitting CE to terminate this Agreement immediately upon 14 days' advance written notice. Should you cancel service with CE and return to the standard service offer with your Utility, you may or may not be served under the same rates, terms, and conditions that apply to other Utility customers. Should you cancel service with CE or this Agreement is terminated, CE will apply any deposit to the final bill. CE will promptly refund any remaining deposit. For any remaining overdue balances, CE may pursue collection actions against you and any guarantor in an appropriate court.

**8. Customer Consent and Information Release**: By accepting this offer from CE, you understand and agree to the terms and conditions of this Agreement with CE. You authorize CE to obtain information from the Utility that includes but is not limited to billing history, payment history, historical and future electricity usage, meter readings, and characteristics of electricity service. CE reserves the sole right to check your credit with consumer credit reporting agencies and determine if your credit standing is satisfactory before accepting your enrollment request. This Agreement shall be considered executed by CE following acceptance of your enrollment request by CE, the end of the seven-day rescission period, and the subsequent acceptance of the enrollment by your Utility.

**9. Dispute Resolution**: CE is committed to customer satisfaction. Contact CE with any questions concerning the terms of service by phone at 844-294-4504, M-F 8:00 a.m. to 6:00 p.m., or in writing at P.O. Box1498, Westerville, Ohio 43086. Our web address is www.capital.energy. If your complaint is not resolved after you have contacted CE and called your Utility for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio ("PUCO") for assistance at 1-800-686-7826 (toll-free) or TTY at 1-800-686-1570 (toll-free) from 8:00 a.m. to 5:00 p.m. weekdays, or at http://www.puco.ohio.gov. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service).

**10. Miscellaneous**:

- You have the right to request from CE, twice within a 12-month period, up to 24 months of payment history, without charge. CE will not release your Social Security Number, Employer Identification Number and/or account number(s) without your written consent, except for (a) CE's own credit evaluation, (b) CE's own collections and reporting, (c) participating in programs funded by the universal service fund pursuant to Section 4928.54 of the Ohio Revised Code or (d) assigning Customer's Agreement to another CRES provider.
- CE's environmental disclosure statement is available for viewing on CE's website. www.capital.energy. CE will also provide the information upon request.
- CE may assign its rights, without Small Commercial Customer consent, to another CRES Provider, including any successor, subsidiary or affiliate, in accordance with the rules and regulations of the PUCO.
- CE assumes no responsibility or liability for the following items that are the responsibility of the Utility: operation and maintenance of the Utility's electrical system, any interruption of service, termination of

service, and deterioration of the Utility's service. In the event of a power outage, you should contact your Utility.

- You are responsible for providing CE with accurate account information. If said information is incorrect, CE reserves the right to terminate the Agreement.
- CE reserves the right to return you to the Utility if your rate code is changed and the account is no longer eligible for this program. You authorize, but do not obligate, CE to exercise your governmental aggregation opt-out rights.

**11. Warranty and Force Majeure**: THE WARRANTIES SET FORTH IN THIS PARAGRAPH ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE. CE will make commercially reasonable efforts to provide your electric Generation Service, but does not guarantee a continuous supply of electricity. Certain causes and events are out of the reasonable control of CE and may result in interruptions in service. CE is not liable for damages caused by acts of God, accidents, strikes, labor troubles, required maintenance work, inability to access the Utility distribution system, nonperformance by the Utility, or any other cause beyond CE's reasonable control. You and CE both agree that the following will constitute force majeure events under this Agreement and that CE shall have the right to terminate the agreement without liability upon the occurrence of any action taken by the Utility, applicable RTO, the PUCO, transmission provider, or any federal, state, or local government authorities which prevents or legally prohibits CE from performing under the terms of this Agreement. In the event that the Agreement is terminated, you will be returned to your Utility's standard service offer and no early termination fee will be assessed.

**12. Remedies, Indemnification and Choice of Law**: Unless otherwise expressly provided herein, any liability under this Agreement will be limited to direct, actual damages as the sole and exclusive remedy, and all other remedies or damages at law or in equity are waived. Neither party will be liable to the other party or its affiliates for consequential, incidental, punitive, exemplary, or indirect damages, including lost profits or other business interruption damages, whether in tort or contract, under any indemnity provisions or otherwise in connection with this Agreement. The limitations imposed on remedies and damage measurement will be without regard to cause, including negligence of any parties, whether sole, joint, concurrent, active or passive, provided no such limitation shall apply to damages resulting from the willful misconduct of any party. You assume full responsibility for power furnished to you at the delivery point(s) and on your side of the delivery point(s), and agree to and shall indemnify, defend, and hold harmless CE and its personnel from and against all claims, losses, expenses, damages, demands, judgments, causes of action and suits of any kind, including claims for personal injury, death, or damages to property occurring at the delivery point(s) or on your side of the delivery point(s) and upon the premises, arising out of or related to the electricity and/or your performance under the Agreement. This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio without giving effect to any conflicts of law principles that otherwise might be applicable. Any legal action involving this Agreement shall be brought only in a court of the State of Ohio sitting in Delaware County, Ohio or the United States District Court sitting in Franklin County, Ohio.

**13. Payments to Certain Third-Parties:** You acknowledge and understand that Trebel LLC is acting on your behalf as your representative and is not a representative or agent of CE. CE is remitting a fee to Trebel LLC on your behalf in connection with its effort to facilitate the parties' entering into this Agreement. Your fixed price reflects the fee being distributed to Trebel LLC. You should direct any questions regarding such fee to Trebel LLC.

**14. Survival:** The following terms and conditions will survive the expiration or termination of this Agreement for a period of two years, for any reason: 3, 6, 7, 8, 10, 11, and 12.

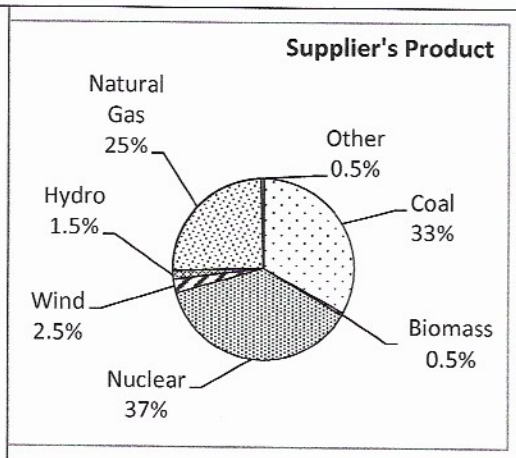
## Environmental Disclosure Information

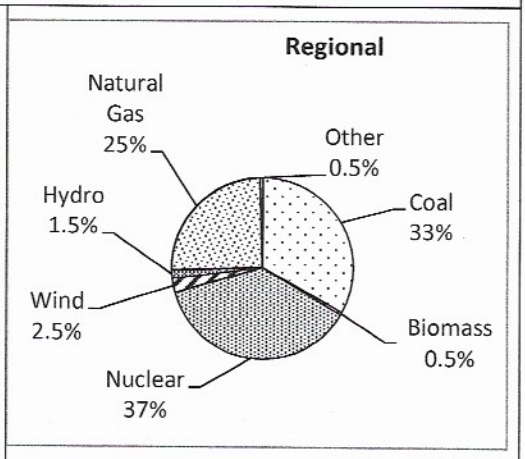
## Capital.Energy

## Projected Data for the 2017 Calendar Year

**Generation Resource Mix -**

A comparison between the sources of generation used to produce this product and the historic regional average supply mix.



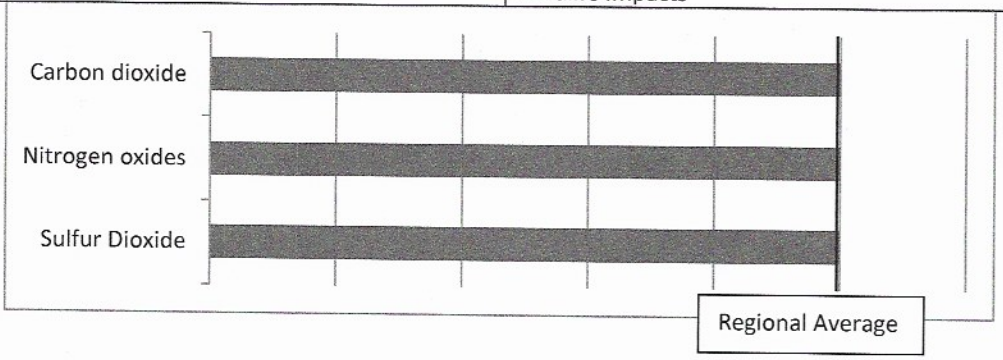

**Environmental Characteristics–**

A description of the characteristics associated with each possible generation resource.

| | |
|---|---|
| Biomass Power | Air Emissions and Solid Waste |
| Coal Power | Air Emissions and Solid Waste |
| Hydro Power | Wildlife Impacts |
| Natural Gas Power | Air Emissions and Solid Waste |
| Nuclear Power | Radioactive Waste |
| Oil Power | Air Emissions and Solid Waste |
| Other Sources | Unknown Impacts |
| Solar Power | No Significant Impacts |
| Wind Power | Wildlife Impacts |

**Air Emissions –**

A comparison between the air emissions related to this product and the regional average air emissions.




**Radioactive Waste –** Radioactive waste associated with the product.

| Type: | Quantity: | |
|---|---|---|
| High-Level Radioactive Waste | Unknown | Lbs./1,000 kWh |
| Low-Level Radioactive Waste | Unknown | $Ft^3$/1,000 kWh |

With in-depth analysis, the environmental characteristics of any form of electric generation will reveal benefits as well as costs. For further information, contact (Company name) at (company web address) or by phone at (company phone #).

## NON-COLLUSION AFFIDAVIT

**STATE OF OHIO_____}**
**} SS:**
**COUNTY OF DELAWARE_____}**

**Proposal Identification: Brown Township – Electricity Aggregation.**

**Name of Entity: Capital Energy LLC**

The undersigned, being first duly sworn, states that he/she is Member (Position) of the above-named entity making the foregoing proposal; that such proposal is not made in the interest of or on behalf of an undisclosed person, partnership, company, association, organization, or corporation; that such proposal is genuine and not collusive or sham; that said Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham proposal, or directed anyone to refrain from submitting a proposal; that said Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of its bid or that of any other Bidder, or to fix any overhead, profit or cost element of such proposal price, or that of any other Bidder, or to secure any advantage from the Township in its selection of the selected Bidder; that all statements contained in such proposal are true; and further, that said Bidder has not, directly or indirectly, submitted its proposal price or any break-down thereof, or the contents thereof, or divulged any information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said Bidder in its general business, except for the consultant fee agreement referenced in the Supply Agreement and supporting documentation.

Executed this 11th day of May, 2017.

_____
Signature
Rowland S. Giller III
Printed Name
Member
Title

Sworn to and subscribed in my presence this 15th day of May 2017

NOTARY PUBLIC: Kara L Perry

My Commission Expires: 8/9/20

NOTARIAL SEAL STATE OF OHIO

Kara L Perry
Notary Public, State of Ohio
MY COMMISSION EXPIRES 8/9/20

**PERSONAL PROPERTY AND REAL ESTATE TAX AFFIDAVIT**

**STATE OF OHIO**_____}
} **SS:**
**COUNTY OF DELAWARE**_____}

Rowland S. Giller III, being first duly sworn, states that he/she is Member (title) of **Capital Energy LLC**, the party making the proposal, with offices located at 470 Olde Worthington Rd, Suite 100; Westerville, OH 43082 and, as its duly authorized representative, states that effective this 11th day of May, 2017, **Capital Energy LLC**:

(X ) Is NOT charged with delinquent personal property or real estate taxes on the general list of real and personal property in Brown Township, Delaware County, Ohio, or any other areas with property located within in the taxing districts under the jurisdiction of Brown Township.

( ) Is charged with delinquent personal property taxes and/or real estate taxes on the general list of real and personal property in Brown Township, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the auditor for Brown Township, Ohio. The location and amount of delinquent personal property taxes is listed below and includes total amount and any penalties and interest thereon.

Township/County_____ Amount: _____

_____
Affiant

Sworn to before me and subscribed in my presence by the above named person this 15th day of MAY, 2017.

NOTARIAL SEAL
Kara L Perry
Notary Public, State of Ohio
MY COMMISSION EXPIRES 8/9/20
STATE OF OHIO

NOTARY PUBLIC: Kara L Perry

Commission Expires: 8/9/20

**In accordance with Section 5719.042, Ohio Revised Code, a copy of this statement shall be incorporated into the Contract, and no payment shall be made with respect to any contract to which this section applies, unless such statement has been so incorporated as a part of the Contract.**

Trebellic

## CERTIFICATION/AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13, OHIO REVISED CODE

**STATE OF OHIO**_____}
} **SS:**
**COUNTY OF DELAWARE**_____}

The undersigned, a Bidder or representative of a Bidder in competitive proposals on behalf of **Capital Energy LLC** for a contract for the purchase of goods and/or services with Brown Township, being duly cautioned and sworn, makes the following statement with respect to prohibited activities constituting a conflict of interest or other violations under Section 3517.13, Ohio Revised Code, and further states that the undersigned has the authority to make the following representation on behalf of the entity if the undersigned, as an individual, is not the Bidder himself or herself:

1. On behalf of the individual, partnership or other unincorporated business, association, estate, or trust that all of the following persons, if applicable, are in compliance with Section 3517.13(I)(1), Ohio Revised Code:[1]

    a. the individual;
    b. each partner or owner of the partnership or other unincorporated business;
    c. each shareholder of the association;
    d. each administrator of the estate;
    e. each executor of the estate;
    f. each trustee of the trust;
    g. each spouse of any person identified in (a) through (f) of this section;
    h. each child seven years of age to seventeen years of age of any person identified in (a) through (f) of this section;
    i. any combination of persons identified in (a) through (f) of this section.

---

[1] Section 3517.13(I)(1)(a), Ohio Revised Code, provides:

> [N]o political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year, to any individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust if any of [those persons listed in ¶ 1, a–h] * * * has made, as an individual, within the previous twenty-four months, one or more contributions totaling in excess of one thousand dollars to the holder of the public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee.

Section 3517.13(I)(1)(b), Ohio Revised Code, prohibits award of such a contract:

> [I]f ***any combination*** of the following has made, within the previous twenty-four months, one or more contributions totaling in excess of two thousand dollars to the holder of the public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee: (i) The individual; (ii) Any partner or owner of the partnership or other unincorporated business; (iii) Any shareholder of the association; (iv) Any administrator of the estate; (v) Any executor of the estate; (vi) Any trustee of the trust; (vii) The spouse of any person identified in divisions (I)(1)(b)(i) to (vi) of this section; (viii) Any child seven years of age through seventeen years of age of any person identified in divisions (I)(1)(b)(i) to (vi) of this section; (ix) Any political action committee affiliated with the partnership or other unincorporated business, association, estate, or trust. (Emphasis added).

2. On behalf of a corporation or business trust, except a professional association organized under Chapter 1785, Ohio Revised Code, that all of the following persons, where applicable, are in compliance with Section 3517.13(J)(1), Ohio Revised Code:[2]

a. an owner of more than twenty per cent of the corporation or business trust;
b. each spouse of an owner of more than twenty per cent of the corporation or business trust;
c. each child seven years of age to seventeen years of age of an owner of more than twenty per cent of the corporation or business trust;
d. any combination of persons identified in (a) through (c) of this section.

**BIDDER:** **Capital Energy LLC**

SIGNATURE: _____

NAME: Rowland S. Giller III

TITLE: Member

DATE: 5/15/17

Sworn to before me and subscribed in my presence by the above named person this 15th day of May, 2017.

NOTARY PUBLIC: Kara L Perry

My Commission Expires: 8/9/20

NOTARIAL SEAL STATE OF OHIO

Kara L Perry
Notary Public, State of Ohio
MY COMMISSION EXPIRES 8/9/20

---

[2] Section 3517.13(J)(1)(a), Ohio Revised Code, provides:

> [N]o political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year, to a corporation or business trust, except a professional association organized under Chapter 1785. of the Revised Code, if any of [those persons listed in ¶ 2, a–c] * * *has made, as an individual, within the previous twenty-four months, taking into consideration only owners for all of that period, one or more contributions totaling in excess of one thousand dollars to the holder of a public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee.

Section 3517.13(J)(1)(b), Ohio Revised Code, prohibits award of such a contract:

> [I]f ***any combination*** of the following has made, within the previous twenty-four months, taking into consideration only owners for all of that period, one or more contributions totaling in excess of two thousand dollars to the holder of the public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee: (i) Owners of more than twenty per cent of the corporation or business trust; (ii) Spouses of owners of more than twenty per cent of the corporation or business trust; (iii) Children seven years of age through seventeen years of age of owners of more than twenty per cent of the corporation or business trust; (iv) Any political action committee affiliated with the corporation or business trust. (Emphasis added).

**AFFIDAVIT OF AUTHORITY**

(To be completed and executed if the Bidder is a Corporation)

**STATE OF OHIO**_____}
} **SS:**
**COUNTY OF DELAWARE**_____}

Rowland S. Giller III, being duly sworn, deposes and says that he/she is Member (title) of **Capital Energy LLC,** a limited liability company organized and existing under and by virtue of the laws of the State of Ohio, and having its principal offices at: 470 Olde Worthington Rd, Suite 100, Westerville, Delaware County, Ohio.

Affiant further says that he or she is duly authorized to sign the Supply Agreement with Brown Township for said limited liability company by virtue of provisions of Operating Agreement.

If by resolution, give date of adoption: _____, 20__.

_____
Signature

Sworn to before me and subscribed in my presence this 15th day of May, 2017

Kara L Perry
Notary Public
My commission expires: 8/9/20

NOTARIAL SEAL STATE OF OHIO
Kara L Perry
Notary Public, State of Ohio
MY COMMISSION EXPIRES 8/9/20

1311-001.614349

Trebellic

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

**Commission of Ohio Docketing Information System on**

**5/19/2017 3:42:18 PM**

**in**

**Case No(s). 14-0198-EL-GAG**

Summary: Opt-Out Notice Final Notice electronically filed by Mr. Scott Belcastro on behalf of Brown Twp, Delaware Co, OH