

**BEFORE  
THE PUBLIC UTILITIES COMMISSION OF OHIO**

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

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**ASTRAL ENERGY, LLC’S NOTICE OF SUBSTITUTION OF EXHIBIT 1 TO ITS  
APPLICATION FOR WAIVER OF  
SECTION 4901:1-21-5(A)(4) OF THE OHIO ADMINISTRATIVE CODE**

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

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

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

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

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

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

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

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

Respectfully submitted,

/s/ Richard R. Parsons  
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[rparsons@kravitzllc.com](mailto:rparsons@kravitzllc.com)

Attorneys for Astral Energy, LLC

### **CERTIFICATE OF SERVICE**

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

Ohio Valley Electric Corporation  
c/o Prentice-Hall Corporation System  
50 West Broad Street Suite 1330  
Columbus, OH 43215

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/s/ Richard R. Parsons  
Richard R. Parsons



## Supplier Contract Summary

Ohio Residential: Residential Ultimate Power Plan

<b>Third Party Supplier Information:</b> <i>By entering into this Agreement, you are agreeing to purchase your electric supply from this supplier.</i>	<b>Astral Energy LLC</b> <b>(OH PUCO Cert. No. 15-971E (2))</b> Astral Energy is responsible for your electric supply. 580 Sylvan Ave. S-2J Englewood Cliffs, New Jersey 07652 Astralenergyllc.com <a href="mailto:info@astralenergyllc.com">info@astralenergyllc.com</a>
<b>Price Structure</b>	Ultimate Power Plan is a fixed lump sum for the 6-month term of this contract. See Section 5, "Price," of the attached terms and conditions for additional detail.
<b>Generation / Supply Price</b>	Total Lump Sum \$_____per month, for months (1-3) Total Lump Sum \$_____per month, for months (4-6)
<b>Statement Regarding Savings</b>	The supply price may not always provide savings in relationship to the monthly price charged by the Electric Distribution Utility ("EDU"). Astral Energy LLC ("Astral") does not guarantee savings.
<b>Amount of time required to switch service</b>	Astral will begin furnishing the customer's electric generation supply service on a date set by the EDU, which may take up to two (2) billing cycles after the customer initiates the switch to Astral.
<b>Incentives</b>	Astral is offering the ultimate power plan: Every 3 months you pay the same price per month for the supply of your electric generation supply no matter how much you use! All you can use for "an all-inclusive price." If you conserve electricity during your contract period, Astral will factor the reduction in usage towards your next contract period should Astral propose a contract renewal.
<b>Right to Cancel/Rescind</b>	The right to cancel is described in Section 7, "Contract Cancellation," of the terms and conditions. Customer may rescind this Agreement within (7) calendar days from the postmark date of the electric utilities Confirmation Notice to cancel without penalty.
<b>Contract Start Date</b>	Your service is expected to start at the beginning of your next meter read cycle after the EDU processes the switch, which may take up to two (2) billing cycles.
<b>Contract Term/Length</b>	The term of this Agreement is 6 months (the "Initial Term").
<b>Cancellation/ Early Termination Fees</b>	If during the Initial Term any billing month exceeds 200% of the usage for that month in the prior year, Astral reserves the right to terminate this Agreement within <b>10</b> days written notice. If the customer cancels during the Initial Term, the early termination fee will be \$25 per each remaining month on the Agreement.
<b>Renewal Terms</b>	Astral will use its best efforts to offer a renewal of this Agreement within 45 days prior to the end of the Initial Term. <b>After the Initial Term expires, unless otherwise agreed to, you will be charged a default, flat-rate amount of \$_____ per month for electric supply (the "Default Flat-Rate").</b> The Default Flat-Rate will only apply only after Astral's attempts to enter into a new 6 month contract with you before the expiration of the Initial Term go unanswered.

**Distribution Company  
Information**

Your EDU will continue to deliver you electricity, and you will continue to pay your EDU for this service. Please contact your EDU in case of emergency, outage, or other service issues:

AEP Ohio	– 800-672-2231
Cleveland Electric Illuminating Co.	– 800-589-3101
Dayton Power & Light co.	– 800-433-8500
Duke Energy Ohio	– 800-543-5599
Ohio Edison Co.	– 800-633-4766
Toledo Edison Co.	– 800-447-3333



**580 Sylvan Ave, Suite 2J, Englewood Cliffs, NJ 07632**  
**Tel: 888-850-1872 • Fax: 201-387-2882**  
**www.AstralEnergyLLC.com**

**OHIO Electric Supply – Customer Contract – Residential Ultimate Power Plan**

Select Customer Type: RESIDENTIAL

Electric Distribution Utility (EDU): \_\_\_\_\_ (Select one EDU from the list below)  
AEP Ohio Dayton Power & Light Co. Ohio Edison Co.  
Cleveland Electric Illuminating Duke Energy Ohio Toledo Edison Co.

Customer's Account Number: \_\_\_\_\_ (Can be found on customer's EDU bill)

Customer's Name on EDU Bill: \_\_\_\_\_

Customer's Billing Address: \_\_\_\_\_ (Line 1)

\_\_\_\_\_ (Line 2)

\_\_\_\_\_ (City/St/Zip)

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Monthly Rate	Month 1		Month 4	
	Month 2		Month 5	
	Month 3		Month 6	

Contract Term: **6 Months.**

Contract Term: \_\_\_\_\_ (Month/Year) To \_\_\_\_\_ (Month/Year)  
(from the first meter reading after the enrollment is deemed effective by the EDU)

Service Address: (✓ check here if same as Customer's Billing Address)

(If different from Billing Address) \_\_\_\_\_ (Line 1)

\_\_\_\_\_ (Line 2)

\_\_\_\_\_ (City/St/Zip)

Customer agrees to purchase from Astral Energy LLC all of their electricity supply requirements for the above listed account(s). Astral Energy LLC will deliver a quantity of electricity that is necessary to meet the Customer's requirements based on the information that Astral Energy LLC receives from Customer's local EDU.

Customer agrees to designate Astral Energy's LLC to act as Customer's agent in supplying electricity and administering contracts with the local EDU. Astral Energy LLC will arrange for the transportation of Customer's electricity from the point of purchase to the local EDU distribution point. The local EDU will then bill the Customer for the distribution of the electricity to the point of use.

By signing below, Customer agrees to Astral Energy LLC's General Terms and Conditions as attached hereto.

Customer:

Astral Energy LLC – Representative

Signature

Date

Signature

Date

Print Name / Title

Print Name / Title / Rep No.

Company (If applicable)



Company (If applicable)

580 Sylvan Ave, Suite 2J, Englewood Cliffs, NJ 07632

Tel: 888-850-1872 • Fax: 201-387-2882

www.AstralEnergyLLC.com

## OHIO Electric Supply – Terms & Conditions – Ultimate Power Plan

This is an agreement (the "Agreement") for competitive retail electric service between ASTRAL ENERGY LLC ("ASTRAL") and you. Please keep a copy of this Agreement for your records.

### 1. Service:

ASTRAL is an independent retail marketer of competitive retail electric generation service ("CRES"). Though this Agreement, ASTRAL agrees to act as your exclusive electric generation supplier and will provide CRES to you. ASTRAL is not affiliated with your local electric distribution utility (your "local utility" or "EDU"). Your local utility will continue to deliver your electricity, read your meter, send your bill, and make necessary repairs to its distribution system. Your local utility will also respond to emergencies and provide other basic utility services as required. ASTRAL is not an agent of your local utility. Your local utility will not be liable for any of ASTRAL's acts, omissions, or representations, and ASTRAL will not be liable for any of your local utility's acts, omissions, or representations.

### 2. Eligibility:

Residential customer accounts that are on residential rates codes and **are not** enrolled in the Percentage of Income Plan Program ("PIPP") are eligible for this offer from ASTRAL. By executing this Agreement you represent that you are not currently approved for or enrolled in PIPP or any similar electric utility assistance program.

ASTRAL reserves the right to refuse enrollment to any customer who is not current on its local utility charges. This Agreement is subject to your acceptance into ASTRAL's CRES program by both ASTRAL and your local utility. You will be promptly notified if you are not accepted into the program.

Switching fees may apply to you under your local utility's tariff if you are accepted into the program.

### 3. Term:

This is a total lump sum supply charge per month contract for CRES. The term of this Agreement will begin upon the next available meter reading after your local utility processes your request to switch to ASTRAL for CRES. This Agreement will continue on a monthly lump sum basis for 6 months (the "Initial Term"). After the Initial Term is completed and only if ASTRAL's attempts to enter into a new 6-month contract with the customer go unanswered, ASTRAL will provide electric supply to the customer under the flat-rate dollar amount provided in the attached Supplier Contract Summary (the "Default Flat-Rate") until either a new 6-month agreement is executed or until this Agreement is canceled by either party. The customer agrees to pay for the electricity consumed that is supplied by ASTRAL under the Default Flat-Rate until either a new 6-month contract has been executed or until the customer is switched back to the EDU or to a new CRES after contract cancellation.

### 4. Right of Rescission:

Once you have been enrolled to receive CRES from ASTRAL, your local utility will send you a confirmation letter. You have the right to rescind your enrollment without penalty within seven (7) calendar days following the postmark date of the confirmation letter by following the instructions contained in the letter and contacting your local utility at its designated local or toll-free number or by written notice.

### 5. Price:

You will pay a fixed lump sum supply charge per month specific to your account's electric usage patterns, for CRES. You are responsible for, and this price includes applicable state and local taxes, but does not include local utility distribution and service charges that the utility will continue to charge you as always.

This Agreement's monthly lump sum price is a competitive market driven cost based on transmission charges, capacity, congestion, line loss, unforeseen cost billed by PJM Interconnection, LLC and any other applicable independent system operator (ISO) or regional transmission organization (RTO), hedging costs, company overhead, and profit margin. The amount your local utility will continue to charge you for distribution and related service may change from one billing cycle to the next based on its tariff and the amount of energy it distributes to you.

For all AEP Ohio customers, Astral will not include the transmission charged on the fixed monthly price, the transmission will be charged and billed by your local utility.

**6. Billing:**

You will continue to receive a single bill, typically on a monthly basis, from your local utility that will contain both your local utility and ASTRAL's charges. ASTRAL does not offer budget billing for ASTRAL's charges.

If you do not pay your bill by the due date, ASTRAL may cancel this Agreement after giving you a minimum of fourteen (14) calendar days written notice. Upon cancellation you will be returned to your local utility as a customer. You will remain responsible to pay ASTRAL for any electricity used before this Agreement is cancelled. In addition, your failure to pay your local utility's charges may result in your electric service being disconnected by your local utility in accordance with its tariff.

You have the right to request from ASTRAL, twice within a 12-month period, up to 24 months of payment history, without charge.

**7. Contract Cancellation:**

- A.** Company-Initiated Cancellation: The Total Consumption Plan is on a 6 months basis. If during the Initial Term any billing month exceeds 200% of the Historical Usage, ASTRAL reserves the right to terminate customer within **10** days written notice, a termination fee will not apply. If the customer cancels during the Initial Term, the early termination fee will be \$25 per each remaining month on the Agreement.
- B.** Customer-Initiated Cancellation: If you cancel this Agreement at any time, you will incur an early termination fee of \$25 per each remaining month during the Initial Term. You can cancel by calling us at 888-850-1872 or through our website at [www.AstralEnergyLLC.com](http://www.AstralEnergyLLC.com).
- C.** Customer Move: If you move from the address listed above, this Agreement is cancelled at no penalty.

Please note that it will take time after contract cancellation for your local utility to switch your electric generation service from ASTRAL back to the local utility. During that time you agree to pay for the electricity you consume that is supplied by ASTRAL.

If you switch back to electric service provided by your local utility, you may or may not be served under the same rates, terms, and conditions that apply to other customers served by your local utility.

**8. Customer Consent and Information Release Authorization:**

By entering into this Agreement, you authorize ASTRAL to act on your behalf under your local utility's tariffs in accordance with the rules and regulations of the Public Utilities Commission of Ohio ("PUCO"). You acknowledge that you are your local utility account holder, or a person legally authorized to execute this Agreement on behalf of the account holder for electricity service and are at least eighteen (18) years of age. You agree to authorize ASTRAL to obtain your credit information and you agree to authorize your local utility to release all information relating to your historical and current electricity usage, billing and payment history to ASTRAL or its authorized representatives. You acknowledge that ASTRAL has full authority to make all rates and tariff selections necessary to meet its obligations under this Agreement. ASTRAL reserves the right to check your credit with a consumer credit reporting agency to determine if your credit standing is satisfactory before accepting your enrollment request. Execution of this Agreement shall constitute authorization for the release of this information to ASTRAL. In addition, you authorize, but do not obligate ASTRAL, to exercise your government aggregation opt-out rights. You may rescind this authorization at any time by contacting ASTRAL.

**9. Disclosure of Customer Information:**

Neither your social security number, customer account number nor any other customer financial information will be released by ASTRAL without your affirmative written consent, except to the extent necessary for collections and credit reporting, for participation in programs funded by the universal service fund pursuant to section 4928.54 of the Ohio Revised code, for assignment of your contract to another CRES provider when authorized by the PUCO, or where such release is required by court order or by PUCO order or rule.

**10. Dispute Procedures:**

Please contact ASTRAL with any questions or complaints concerning the terms of your CRES service at 888-850-1872 (toll-free) M-F 9:00AM to 5:00PM EST or in writing to ASTRAL ENERGY LLC, 580 Sylvan Ave, Suite 2J, Englewood Cliffs, NJ 07632. You may also visit our web address at [www.AstralEnergyLLC.com](http://www.AstralEnergyLLC.com) for additional information.

For questions about your local utility charges or delivery service, please contact your local utility directly.

If your complaint is not resolved after you have called ASTRAL and/or your electric utility, or 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) from eight a.m. to five 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).

You may also contact the Ohio consumers' counsel for assistance with complaints and utility issues. The Ohio consumers' counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.pickocc.org>.

**11. Force Majeure:**

ASTRAL will make commercially reasonable efforts to provide you CRES but does not guarantee a continuous supply of electricity. ASTRAL will not be responsible for supplying CRES to you in the event of any cause or circumstances beyond its control, such as events of Force Majeure. The term "Force Majeure" shall include, without limitation, strike, stoppage in labor, inability to obtain necessary materials, natural disasters, earthquakes, fire, floods, ice, lightning, storms, snow, rain, hurricanes, wind, invasion, war, terrorism, changes in federal, state or local law or regulation or ordinance or interpretation thereof or resulting change in any permit, license or approval requirement if such changes affect performance under this Agreement, acts of God or public enemies, failure or malfunction of system facilities and unscheduled outage of generating units or transmission facilities.

**12. Assignment:**

The customer may not assign this Agreement, in whole or in part, or any of their rights or obligations. ASTRAL reserves the right to assign this Agreement to another energy supplier or other entity as authorized by the PUCO. Any required notice will be considered to have been made if mailed to the customer at the address in ASTRAL's records for its account.

**13. Limitation of Liability, Warranty, and Remedies:**

ASTRAL DOES NOT PROVIDE ANY TYPE OF WARRANTY, EXPRESS OR IMPLIED, AND TO THE FULL EXTENT OF THE LAW, DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

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 PARTY, WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE; PROVIDED NO SUCH LIMITATION SHALL APPLY TO DAMAGES RESULTING FROM THE WILLFUL MISCONDUCT OF ANY PARTY.

ASTRAL assumes no responsibility or liability for the following items that are the responsibility of your local utility: operation and maintenance of your local utility's electrical system, any interruption of service, termination of service, or deterioration of the local utility's service. In the event of a power outage, you should contact your local utility.

**14. Your Liability and Indemnification of ASTRAL:**

You assume full responsibility for CRES furnished to you at the relevant delivery point(s) and on your side of the delivery point(s), and agree to and shall indemnify, defend, and hold harmless ASTRAL and all of its affiliates, and all of their respective managers, members, officers, directors, shareholders, associates, employees, servants, and agents from and against all claims, losses, expenses, damages, demands, judgments, causes of action, and suits of any kind (hereinafter collectively referred to as "Claims"), including Claims for personal injury, death, or damages to property occurring at the delivery point(s) or on your side of the delivery point and upon the premise(s), arising out of or related to the electricity and/or your performance under this Agreement.

**15. Environmental Disclosure:**

You can view the approximate generation resource mix and environmental characteristics of ASTRAL's power supplies by visiting [www.AstralEnergyLLC.com](http://www.AstralEnergyLLC.com). You agree that ASTRAL will make required environmental characteristics and generation resource mix updates and projections electronically on our website. We will also provide this information directly to you upon request.

**16. Choice of Law:**

This Agreement shall be governed by the laws of the state of Ohio without giving effect to any conflicts of law principles which otherwise might be applicable.

**17. Severability & Non-waiver:**

If any provision of this Agreement is deemed invalid, illegal or otherwise unenforceable, you agree that it shall be modified to the minimum extent necessary to render it valid, legal and enforceable. If a provision cannot be modified in a manner that would make it valid, legal and enforceable, the provision shall be severed from the Agreement, and all other provisions shall remain in full force and effect. Any failure on our part to enforce any of the terms of this Agreement or to exercise any right under such terms shall not be considered a waiver of ASTRAL'S right to enforce each and every such term, exercise such right or exercise any other right under this Agreement.

**18. Entire Agreement:**

This Agreement constitutes the entire agreement and understanding between you and ASTRAL with respect to its subject matter and supersedes all prior written and oral agreements and representations made with respect to such subject matter. There are no third party beneficiaries to this Agreement.



**19. Contact information:**

<u>Supplier's Name:</u>	<u>Astral Energy LLC</u>
Address:	580 Sylvan Ave, Suite 2J, Englewood Cliffs, NJ 07632
Phone Number:	888-850-1872
Internet Address:	<a href="http://www.AstralEnergyLLC.com">www.AstralEnergyLLC.com</a>
Hours of Operation:	Monday-Friday (9:00AM to 5:00PM EST)

<u>Public Utility Commission (PUC):</u>	<u><a href="http://www.puco.ohio.gov/puco/">http://www.puco.ohio.gov/puco/</a></u>
Address:	180 East Broad Street, Columbus, OH 43215
Phone Number:	800-686-PUCO (7826) or 614-466-3292

<u>Electric Distribution Company –</u>	<u>Emergency Phone</u>
	AEP Ohio – 800-672-2231
	Cleveland Electric Illuminating Co. – 800-589-3101
	Dayton Power & Light co. – 800-433-8500
	Duke Energy Ohio – 800-543-5599
	Ohio Edison Co. – 800-633-4766
	Toledo Edison Co. – 800-447-3333

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

**Commission of Ohio Docketing Information System on**

**6/4/2018 11:20:54 AM**

**in**

**Case No(s). 18-0743-EL-WVR**

Summary: Notice Notice of Substitution of Exhibit 1 to Its Application for Waiver of  
Section 4901:1-21-5(A)(4) of the Ohio Administrative Code  
electronically filed by Mr. Richard R Parsons on behalf of Astral Energy, LLC