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Mansfield, OH. 44907  
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July 23, 2020

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

**RE: Electric Governmental Aggregator Renewal Application — Union Township, Licking County, OH.**

**CASE # 14-1351-EL-GAG**

Union Township is pleased to submit its renewal application for electric governmental aggregator. The original application has been notarized and signed by an authorized official.

Material provided for review:

- Application for Governmental Aggregations and Affidavit
- Exhibit A-2 Authorizing Ordinance reflecting voter authorization;
- Exhibit A-3 Plan of Operation and Governance;
- Exhibit A-4 Automatic Aggregation Disclosure;

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

Sincerely,

Scott R. Belcastro  
Principal  
614.425.4885  
scott@electricssuppliers.org



## Public Utilities Commission

Original GAG Case Number	Version
14-1351-EL-GAG	August 2004

### RENEWAL APPLICATION FOR ELECTRIC GOVERNMENTAL AGGREGATORS

Please print or type all required information. Identify all attachments with an exhibit label and title (Example: Exhibit A-4 Opt-Out Form). 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. RENEWAL INFORMATION**

##### **A-1 Applicant's legal name, address, telephone number, PUCO certificate number, and web site address**

Legal Name Union Township, Licking County, OH

Address 1380 Beaver Run Road, Hebron, OH 43025

PUCO Certificate # and Date Certified 14-868E (3) September 13, 2018

Telephone # 740-929-3111 Web site address (if any) www.uniontownship.net

##### **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 current plan for operation and governance of its aggregation program adopted pursuant to Section 4928.20(C) of the Revised Code. The Operation and Governance Plan explained in Exhibit A-3 should include:**

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



**A-4** Exhibit A-4 Automatic Aggregation Disclosure-"Opt-out Form" provide a copy of the disclosures/"opt-out" 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. If the opt-out is in draft form, docket the final opt-out (including beginning and ending dates of the 21-day -out period and the selected CRES supplier) with the Commission within 10 days prior to providing or offering service. See #12 in the attached Affidavit .

**A-5 Contact person for regulatory or emergency matters**

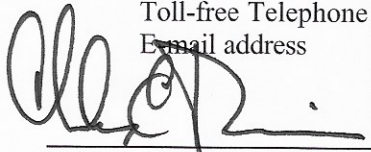
Name Scott Belcastro  
Title Principal  
Business address 1216 Lexington Ave., Suite 301, Mansfield, OH 44907  
Telephone # 614.425.4885 Fax # 614.417.0410  
E-mail address scott@electricsuppliers.org

**A-6 Contact person for Commission Staff use in investigating customer complaints**

Name Scott Belcastro  
Title Principal  
Business address 1216 Lexington Ave., Suite 301, Mansfield, OH 44907  
Telephone # 614.425.4885 Fax # 614.417.0410  
E-mail address scott@electricsuppliers.org

**A-7 Applicant's address and toll-free number for customer service and complaints**

Customer Service address 1216 Lexington Ave., Suite 301, Mansfield, OH 44907  
Toll-free Telephone # 877.861.2772 Fax # 614.417.0410  
E-mail address scott@electricsuppliers.org

 Trustor President  
Signature of Applicant & Title

Sworn and subscribed before me this 8<sup>th</sup> day of July, 2020 Year  
Month

  
Signature of official administering oath

Amanda Perkowski  
Print Name and Title Notary Public

My commission expires on 10-14-2023



AMANDA N PERKOWSKI  
NOTARY PUBLIC  
STATE OF OHIO  
Comm. Expires  
10-14-2023

# AFFIDAVIT

State of Ohio :

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

County of Licking :

Charles E. Prince

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

He/She is the President (Office of Affiant) of Union Township Board of Trustees (Name of Applicant);

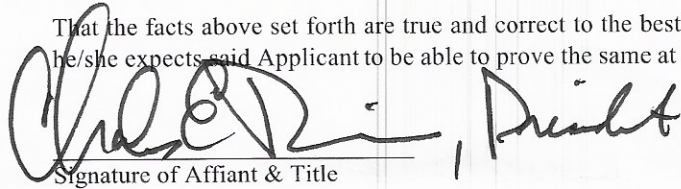
That he/she is authorized to and does make this affidavit for said Applicant,

1. The Applicant herein, attests under penalty of false statement that all statements made in the application for certification renewal 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 renewal 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 if the opt-out is in draft form, the Applicant will docket the final opt-out (including beginning and ending dates of the 21-day -out period and the selected CRES supplier) with the Commission within 10 days prior to providing or offering service.

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.

  
Signature of Affiant & Title

Sworn and subscribed before me this 8<sup>th</sup> day of July, 2020 Year  
Month

  
Signature of official administering oath

Amanda Perkowski,  
Print Name and Title Notary Public

My commission expires on 10-14-2023

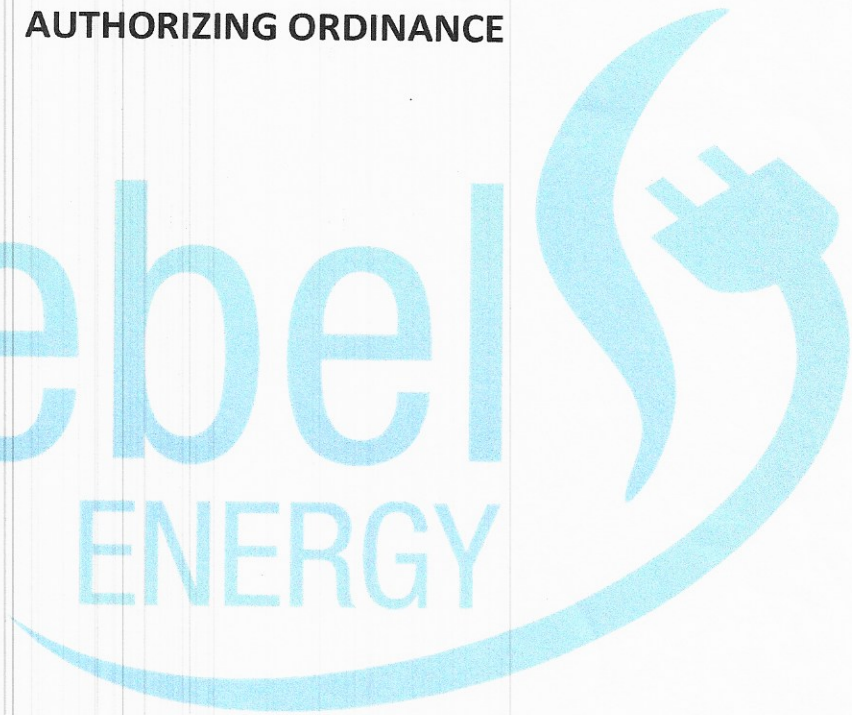


AMANDA N PERKOWSKI  
NOTARY PUBLIC  
STATE OF OHIO  
Comm. Expires  
10-14-2023

**EXHIBIT A-2**

**AUTHORIZING ORDINANCE**

**Trebel**  
ENERGY





Resolution No. 2014-10

RECEIVED  
LICKING COUNTY  
SCHOOL DISTRICTS

**RESOLUTION AUTHORIZING ACTIONS NECESSARY TO EFFECT A  
GOVERNMENTAL ELECTRICITY AGGREGATION PROGRAM WITH OPT-  
OUT PROVISIONS (ORC § 4928.20)**

FEB 11 PM 1:21

The Board of Union Township Trustees, Licking County, Ohio, met in regular session on the 3<sup>rd</sup> day of February, 2014, with the following members present:

Rick Black

John Slater

Charles Prince

Mr. Slater moved the adoption of the following:

**WHEREAS**, the Board, pursuant to Ohio Revised Code § 4928.20, is authorized to aggregate the retail electrical loads located within the unincorporated areas of the Township and to enter into service agreements to facilitate for those loads the sale and purchase of electricity ("Governmental Aggregation"); and,

**WHEREAS**, Governmental Aggregation provides an opportunity for residential and small business consumers to participate collectively in the potential benefits thereunder, which would not otherwise be available to those electricity customers individually; and,

**WHEREAS**, the Board now seeks to establish a Governmental Aggregation Program with opt-out provisions, in accordance with R.C. § 4928.20, for the residents, small businesses and other electricity consumers in the unincorporated areas of the Township.

**NOW, THEREFORE, BE IT RESOLVED:** that the Board of Union Township Trustees hereby finds and determines that it is in the best interest of the Township, its residents, small businesses, and other electricity consumers located within the unincorporated areas of the Township to establish a Governmental Aggregation Program (the "Program").

**BE IT FURTHER RESOLVED:** provided that the Program is approved by the electors of the Township, the Board is hereby authorized to automatically aggregate, in accordance with R.C. § 4928.20, the eligible retail electric loads within the unincorporated areas of the Township, and, for that purpose to enter into service agreements to facilitate for those loads the purchase and sale of electricity. The Board may exercise such authority jointly with any other legislative authorities/political subdivisions of the State, to the full extent permitted by law, which may include the use of an energy broker/consultant/aggregator, so long as the broker/consultant/aggregator is certified by the Public Utilities Commission of Ohio.

**BE IT FURTHER RESOLVED:** that the Program will occur automatically for each person owning, occupying, controlling or using an eligible electric load center proposed to be aggregated and the Program will provide for the opt-out rights established in R.C. § 4928.20.

**BE IT FURTHER RESOLVED:** that the question of the Board's authority to aggregate shall be submitted to the electors of the *unincorporated* areas of Union Township, Licking County, Ohio at the same time as the Primary Election to be held in the usual voting places within said Township on the 6<sup>th</sup> day of May 2014.

**BE IT FURTHER RESOLVED:** that the form of the ballots to be cast at such election shall be:

A majority vote shall be necessary for passage.

Shall the Board of Trustees of Union Township have the authority to aggregate the eligible retail electric loads located in the unincorporated areas of Union Township and enter into service agreements for the sale and purchase of electricity for those loads, such aggregation to occur automatically except where any person elects to opt-out?

YES

NO



**BE IT FURTHER RESOLVED:** that the Fiscal Officer of Union Township be,  
and hereby is, directed to certify a copy of this Resolution to the Board of Elections of  
Licking County, Ohio, and cause notice of the same to be given as required by law.

Mr. Prince Seconded the Motion, and the roll being called upon its  
adoption, the vote resulted as follows:

Yea: Mr. Slater Mr. Black Mr. Prince

Nay: \_\_\_\_\_

Dated this 3<sup>rd</sup> day of February 2014.

Jessica Slater  
Union Township Fiscal Officer

**FISCAL OFFICER'S CERTIFICATION  
TO THE BOARD OF ELECTIONS OF LICKING COUNTY, OHIO:**

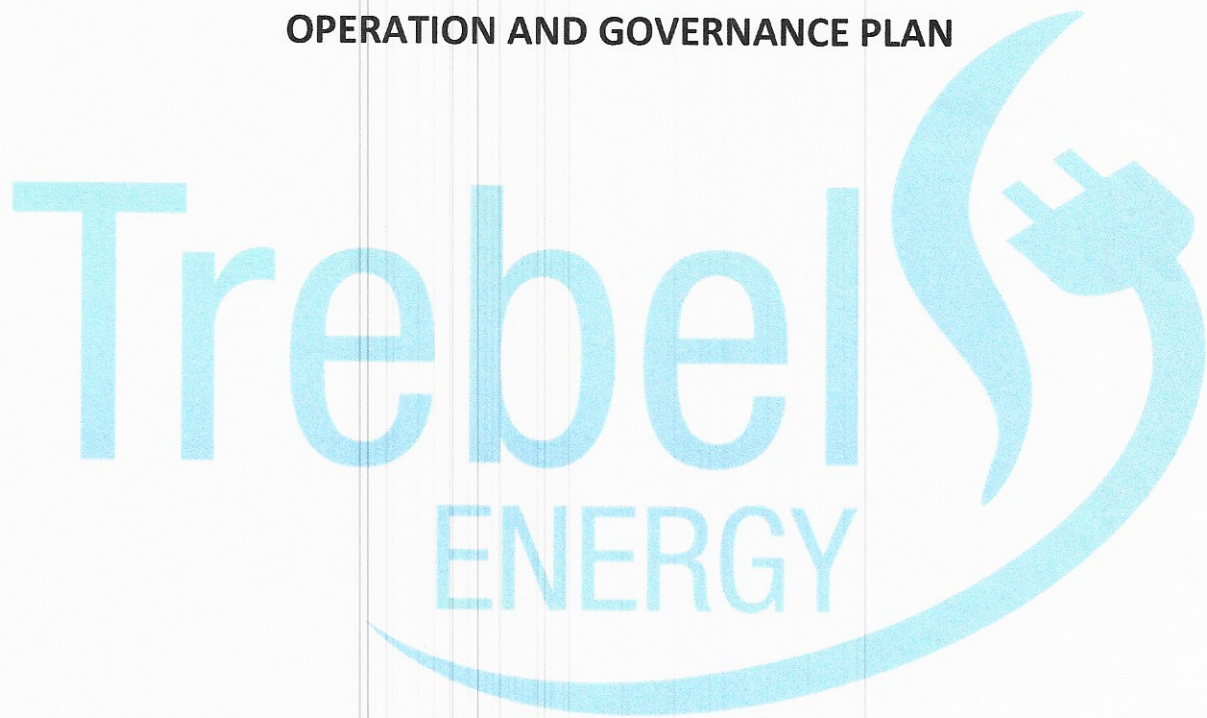
I hereby certify that the foregoing is a true and accurate copy of the Resolution of the  
Board of Township Trustees of Union Township, Licking County, Ohio, adopted on the  
3<sup>rd</sup> day of February 2014 at its regular meeting.

Dated this 3<sup>rd</sup> day of February 2014.

Jessica Slater  
Union Township Fiscal Officer

**EXHIBIT A-3**

**OPERATION AND GOVERNANCE PLAN**





**Union Township**  
**ELECTRIC AGGREGATION**  
**PROGRAM**

***OPERATION AND GOVERNANCE***  
***PLAN***

**Adopted 06-16-2014**

**Created By:**



## **I. Overview**

At the May 6, 2014 election, a majority of voters authorized the Union Township ("the Township") to create a form of government electric aggregation known as "opt-out" aggregation and to create an opt-out electric aggregation program ("the Aggregation Program") as provided under Section 4928.20 of the Ohio Revised Code. Under the opt-out electric aggregation program, all eligible electric consumers within the Union Township's limits will be automatically included in the Aggregation Program initially. However, all consumers will also be given the opportunity to opt out of or decline participation in the Aggregation Program as detailed herein.

The Union Township's purpose in creating the Aggregation Program is to represent local consumer interests in emerging competitive electricity markets by combining multiple electric loads within the Union Township's limits and negotiating affordable, reliable electric supplies and other related services on behalf of local consumers. The Union Township may pursue this purpose individually or in cooperation with other legislative authorities.

Many small commercial and residential electric consumers lack the knowledge, expertise, and bargaining power to effectively negotiate power supply rates and services. A governmental aggregation program provides these consumers with an option for expert representation and the bargaining power of a larger, more diverse consumer group that may be more attractive to suppliers, allowing them to effectively participate in the competitive process and achieve the benefits of retail electric competition.

The Aggregation Program is designed to combine multiple electric loads in order to obtain the best electric generation rate available for those who participate in the Aggregation Program, and to gain other favorable economic and non-economic terms in supply contracts. The Union Township will not buy and resell power, but will act as the agent for the Aggregation Program, representing the collective interests of the consumers in the Union Township to establish the terms and conditions for service. Through a negotiation process, the Union Township and its Consultant will develop a contract with a Competitive Retail Electric Services Provider (CRES Provider) or Providers for firm, all-requirements electric service. The contract will run for a fixed term (i.e., one to five years).

The Aggregation Program covers the power supply or generation portion only of a Participant's electric bill. AEP Ohio will continue to deliver electricity to Aggregation Program Participants' homes and businesses through its electric transmission and distribution system as an electric distribution utility function regulated by the Public Utilities Commission of Ohio (PUCO). AEP Ohio will also continue to install, operate and maintain its system of poles, wires, transformers and other electric distribution components. Aggregation Program Participants should continue to call AEP Ohio if their



power goes out or if they have billing questions. The PUCO will continue to oversee AEP Ohio's electric safety and reliability service standards.

## **II. Process**

Under an opt-out aggregation program, each eligible consumer within the Union Township's boundaries initially will be automatically included in the Aggregation Program on a non-discriminatory basis. However, prior to actual enrollment, each consumer for whom electric rates, terms and conditions have been negotiated will receive a notice from the Union Township detailing the Aggregation Program's rates, terms, and conditions.

Each consumer will then have a 21-day period to opt out of or decline to participate in the Aggregation Program without additional fees charged. Consumers opting out of the program will remain on AEP Ohio's Standard Offer Generation Service until such time as they select an approved CRES Provider. If the term of the Aggregation Program is longer than three years, a similar opt-out period will be offered every three years during which time consumers can leave the Aggregation Program without paying an early termination fee or penalty.

Participants who leave the Aggregation Program and wish to return, as well as consumers who move into the Union Township after the initial opt-out period, will be afforded the opportunity to enroll in the Aggregation Program. However, the Union Township cannot guarantee rates, terms and conditions to consumers enrolling in the Aggregation Program after the initial 21-day opt-out period.

Participants who relocate within the Union Township limits and retain the same electric account number will be allowed to continue in the Aggregation Program at their new location under the same terms and conditions as at their former location, provided the utility rate classification is the same at both locations, and subject to any switching fees imposed by the utility.

The Union Township, through its Consultant, will negotiate a contract with a CRES Provider to implement and operate the Aggregation Program. Contracts for power supply and other related services will be negotiated, recommended, and monitored for compliance by the Union Township's Consultant on behalf of local consumers.

The Union Township developed this Plan of Operation and Governance in compliance with Ohio law regarding opt-out aggregation of electric consumers, which included holding at least two public hearings prior to its adoption.

After adoption of this Plan of Operation and Governance by resolution or ordinance pursuant to Section 4928.20 of the Ohio Revised Code, the Union Township will file with the PUCO for governmental aggregator certification and also register as a governmental aggregator with AEP Ohio.



### **III. Plan of Operation and Governance**

#### **A. Definitions**

1. **Aggregation:** Combining the electric loads of multiple customers for the purposes of supplying or arranging for the supply of competitive retail electric service to those customers.
2. **Aggregation Program Manager or Consultant:** The individual/company retained by Union Township to oversee the operation and management of the Union Township's Aggregation Program.
3. **Competitive Retail Electric Service (CRES):** A component of retail electric service that is deemed competitive under the Ohio Revised Code or pursuant to an order of the PUCO. This includes, but is not limited to, the services provided by competitive retail electric service providers, power marketers, aggregators, and governmental aggregators.
4. **Competitive Retail Electric Service Provider (CRES Provider):** A person or entity certified by the PUCO and registered with an electric distribution utility which supplies or offers to supply a competitive retail electric service over an electric distribution utility's transmission and/or distribution system. This term does not apply to an electric distribution utility in its provision of standard offer generation service.
5. **Consumer:** Any person or entity that is an end user of electricity and is connected to any part of the applicable electric distribution utility's transmission or distribution system within the Union Township's boundaries.
6. **Delivery Charge:** Charge imposed by the electric distribution utility for delivering electricity to a consumer's home or business. The charge includes meter reading, billing, maintaining electric system reliability and responding during emergencies and outages (also called a distribution charge).
7. **Distribution:** The delivery of electricity to a consumer's home or business over an electric distribution utility's local poles, wires, transformers, substations, and other equipment. Electric distribution utilities' distribution system operations are regulated by the PUCO.
8. **Electric-Related Service:** A service that is directly related to the consumption of electricity at a consumer's home or business. This may include, but is not limited to, the installation of demand side management measures at a consumer's premises, the maintenance, repair or replacement



of appliances, lighting, motors or other energy-consuming devices at a consumer's premises, and the provision of energy consumption measurement and billing services.

9. **Electric Supply Charge:** All charges related to the generation of electricity by the CRES Provider.
10. **Governmental Aggregator:** An incorporated village or city, township, or county acting as an aggregator for the provision of a CRES under authority conferred by Section 4928.20 of the Ohio Revised Code.
11. **Kilowatt-hour (kWh):** A kilowatt-hour is 1,000 watts of electricity used for one hour. For example, a 1,000-watt appliance operating for one hour will consume one kilowatt-hour of electricity. Consumers are charged for electricity in cents per kilowatt-hour.
12. **Ohio Consumers' Counsel (OCC):** The Ohio Consumers' Counsel (OCC) was established by the Ohio Legislature in 1976 to represent the interests of Ohio's residential utility customers served by investor-owned utilities in proceedings before the PUCO, other regulatory agencies, and in the courts.
13. **Participant:** An eligible consumer enrolled in the Union Township's Aggregation Program.
14. **Public Utilities Commission of Ohio (PUCO):** The state agency charged with assuring that all residential and business consumers have access to adequate, safe, and reliable utility services at fair prices, while facilitating an environment that provides competitive choices.
15. **Standard Offer Generation Service:** The electric generation service a consumer will receive from its default electric service provider if the customer does not choose a CRES Provider.

#### **B. Aggregation Program Management**

Due to the complexity of the electric utility industry, the Union Township has entered into an Energy Management and Consulting Agreement with the Consultant to provide the necessary expertise to represent the Union Township's interest in legislative and regulatory matters and to serve as the Aggregation Program Manager. Such services may include, but are not limited to, overall management of the Aggregation Program, facilitating consumer enrollment and the opt-out process, assisting with consumer education, addressing consumer questions and concerns, providing reports on program operation, negotiating CRES Provider contracts, providing analysis and review of the Union



Township's energy service usage and costs, and providing consulting services to aggregate and procure energy and/or energy-related services, product, and accounts, and representing the Union Township in dealings with CRES Providers, the Ohio Legislature, the PUCO, and the OCC.

The CRES Provider's rates will include an administrative fee, which shall be collected on behalf of the Union Township to fund the implementation and administration of the Union Township's Aggregation Program, including consulting fees. The administrative fee may be adjusted annually to cover the Union Township's cost of administering the program.

Oversight of the Aggregation Program will be the responsibility of the Union Township's Consultant, in consultation with the Union Township. The Consultant, in consultation with the Union Township, will have the authority to develop specifications for the Aggregation Program. The CRES Provider will work under the direction of the Consultant with the advice and counsel of the Union Township.

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

The Union Township will not buy and resell power to Aggregation Program Participants. The Union Township, through its Consultant, will negotiate with potential CRES providers to provide affordable, reliable electric supplies, and other electric-related services on behalf of local consumers. The Union Township will consider cooperating with other governmental aggregators if it appears beneficial to do so.

Through a negotiation process driven by its Consultant, the Union Township will develop a contract with a CRES Provider or Providers for firm, all-requirements service. Each Aggregation Program Participant shall be individually bound by the terms and conditions found in the opt-out notice and the contract and shall be solely responsible for payment and performance. The Union Township will contract only with a CRES Provider or Providers that meet, at a minimum, the following criteria:

1. Certified CRES Provider by the PUCO;
2. Registered with AEP Ohio;
3. Have a service agreement under AEP Ohio's Open Access Transmission Tariff;
4. Successfully completed Electronic Data Interchange (EDI) computer system testing with AEP Ohio and that CRES Provider's EDI computer system is capable of effectively processing Aggregation Program EDI transactions in a timely manner;
5. Will maintain a database of Aggregation Program Participants, which will include all necessary information for the CRES Provider, Union



- Township, and Consultant to serve and manage the Aggregation Program;
6. Meet standards of creditworthiness established by the Union Township;
  7. Has or has arranged for a customer call center capable of effectively handling Participants' questions, concerns and disputes in a timely manner using a toll-free telephone number;
  8. Hold the Union Township harmless from any financial obligations arising from offering electricity and/or energy-related services to Aggregation Program Participants; and
  9. Will assist the Union Township and its Consultant with the filing of reports required by Ohio law and the PUCO.

The CRES Provider's contract will run for a fixed term (i.e., one to five years) and contain all pricing, charges, switching fees, etc. in clear and easily understandable terms.

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

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

The Union Township, through its Consultant, will aggregate electric loads within the Union Township's applicable boundaries and negotiate mutually agreeable pricing, terms, and conditions of service with the CRES Provider for affordable, reliable electric supplies and other related services on behalf of Participants. The Union Township may pursue this purpose individually or in cooperation with other entities. CRES Providers will supply information on electric supply charges by utility customer rate classification or other appropriate pricing category as approved by the Union Township. All electric supply charges will be fully and prominently disclosed in consumer enrollment materials, the opt-out notice, and will be subject to approval by the Union Township.

#### **E. AEP Ohio's Regulated Customer Classifications and Rates**

The applicable electric distribution utility assigns customer rate classifications, character of service, and associated regulated rates subject to PUCO-approved tariffs. In addition to the CRES Provider's generation charges, consumers will continue to be billed for the AEP Ohio's service and delivery charges. Although the Union Township may participate in regulatory proceedings and represent the interests of consumers regarding these regulated rates, it cannot assign or alter customer rate classifications.

It is the intention of the Union Township to offer its Aggregation Program to eligible non-mercantile customers in any and all customer classifications, and in all rate categories, for which the CRES Provider can offer a savings compared to the electric distribution utility's avoidable costs or price to compare.

It is also the intention of the Township to offer its Aggregation Program to Mercantile customers on an opt-in basis by contacting the CRES Provider to enter into a contract for electric service. The contract shall establish the rate for the mercantile customer's participation in the Aggregation Program.

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

The Union Township or its Consultant shall request the electric distribution utility to provide current customer information for all customers within the Union Township's boundaries. The provided information shall include the following:

- Customer name;
- Customer service address;
- Customer billing address;
- Electric distribution utility customer account number;
- Electric distribution utility rate code;
- Electric distribution utility PIPP code;
- Customer load data;
- Whether or not a customer has a present contract with a CRES Provider; and
- Whether or not a customer has a special service contract with the electric distribution utility.

From this information, the Union Township, its Consultant, and the CRES Provider will develop the pool of customers eligible to participate in the Aggregation Program, for which the CRES Provider can offer savings.

**G. Initial Consumer Notification and Enrollment**

After contract approval by the Union Township and its Consultant, the CRES Provider will work with the Union Township, its Consultant, and the electric distribution utility to identify all eligible consumers within the Union Township's boundaries.

All eligible consumers will be notified in writing of the rates, charges and other terms and conditions of participation in the Aggregation Program and that they will be automatically enrolled in the Aggregation Program unless they opt out of, or decline participation in, the Aggregation Program. Consumers will be given 21 days from the postmark date of the opt-out letter in which to notify the Union



Township that they wish to opt out of, or decline participation in, the Aggregation Program without penalty fees. Consumers opting out of the program will remain on the applicable utility's Standard Offer Generation Service until such time as they select an approved CRES Provider.

Consumers may opt out of the Aggregation Program by returning a post card or other form provided in the opt-out letter.

After the initial 21-day opt out period has elapsed, all eligible consumers who have not notified the Union Township of their desire to opt out of the Aggregation Program will be enrolled automatically by the CRES Provider at the earliest date practicable. No other affirmative steps will be required of consumers in order to be included in the Aggregation Program as Participants.

Consumers ineligible to participate in the Aggregation Program include those customer accounts that are located outside the Union Township's boundaries, customers who are already in contract with a CRES provider, customers in a "special rate" contract with an electric distribution utility, and Percentage of Income Payment Plan (PIPP) consumers and consumers whose accounts are not current with their present electric distribution utility, as appropriate. The aggregation of PIPP customers is under the direction of the State of Ohio.

Consumers enrolled in the Aggregation Program by the CRES Provider will receive a letter from their electric distribution utility notifying them of their enrollment. Consumers will have seven calendar days to notify the electric distribution utility of any objection to their enrollment in the Aggregation Program. The applicable electric distribution utility will notify the CRES Provider of consumer objections or any reason that a consumer was not enrolled in the Aggregation Program and the CRES Provider will maintain a list of customers who have opted out under the Aggregation Program rules.

The CRES Provider will report to the Union Township the status of the Aggregation Program enrollment on at least a quarterly basis.

#### **H. Leaving the Aggregation Program**

In addition to the initial opt-out period described above, each Participant will be given an opportunity to opt out of the Aggregation Program every three years without paying an early termination fee or penalty as required by law and PUCO rules. Consumers who choose to opt out of the Aggregation Program at any time other than during the initial 21-day opt-out period or during subsequent opt-out periods offered by the Union Township, may be subject to an early termination fee and may not be served under the same rates, terms and conditions that apply to other customers served by the electric distribution utility.



Any consumer who opts out of the Aggregation Program during the initial opt-out period or subsequent opt-out periods will be returned to their electric distribution utility's Standard Offer Generation Service until such time as the consumer selects another approved CRES Provider.

#### **I. CRES Provider Responsibilities**

The CRES Provider will build and maintain a database of all Aggregation Program Participants. The database will include the name, address, utility service delivery identification (SDI) number, and other pertinent information as agreed upon by the Union Township, Consultant, and the CRES Provider. Such information may include the CRES Provider's account number (if different from utility's SDI number), rate code, rider code (if applicable), most recent 12 months of kWh consumption and kW demand, and meter reading cycle. The Aggregation Program database will be updated at least quarterly. The Union Township will have the right to access information in the database for purposes of auditing.

The CRES Provider will provide and maintain the required Electronic Data Interchange computer system to effectively process Aggregation Program enrollments, opt outs, billing, etc., with the applicable electric distribution utility.

The CRES Provider will provide a local or toll-free telephone number for Participant questions or concerns about enrollment, opt-out provisions, billing, and other Aggregation Program issues.

The CRES Provider will develop internal controls and processes to help ensure that the Union Township remains in good standing as a governmental aggregator that complies with all laws, rules, and regulations regarding the same as they may be periodically amended.

#### **J. New and Returning Participants**

Participants who leave the Aggregation Program and wish to return, Participants who initially opt out of the program and later wish to join, and consumers who move into the Union Township after the initial opt-out period will be afforded the opportunity to enroll in the Aggregation Program. However, the Union Township cannot guarantee rates, terms, and conditions to consumers enrolling in the Aggregation Program after the initial 21-day opt-out period. Consumers may contact the CRES Provider or Union Township's consultant to obtain current enrollment information.

Participants who relocate within the Union Township limits and retain the same electric utility account number will be allowed to continue in the Aggregation Program at their new location under the same terms and conditions as at their



former location, provided the electric utility rate classification is the same at both locations, and subject to any switching fees imposed by the consumer's former electric distribution utility.

The CRES Provider will comply with all local, state and federal rules and regulations regarding discontinuing service to Aggregation Program Participants.

#### **K. Billing**

At this time, the Union Township plans to utilize the applicable electric distribution utility's consolidated billing service in which each consumer account receives one bill itemizing the CRES Provider's electric supply charges and electric distribution utility's delivery, and other PUCO-approved charges. The billing statement will be consistent with applicable PUCO rules and regulations. The Union Township will consider other billing options, including CRES Provider consolidated or dual billing, if and when they become available and if it appears advantageous to do so.

#### **L. Questions and Concerns**

The Aggregation Program only impacts the source of generation or power supply. The applicable electric distribution utility will continue to deliver the electricity purchased through the Aggregation Program to Participants' homes and businesses through its electric transmission and distribution system.

Participants with question or concerns regarding service delivery or safety, such as a power outage, a downed power line, sparking power lines or equipment, low voltage, etc., should continue to contact their electric distribution utility. Meter reading or other billing questions should also be directed to AEP Ohio. Questions regarding Aggregation Program enrollment and opting out should be directed to the CRES Provider. Any other general questions regarding the Aggregation Program should be directed to the Union Township's Consultant.

<b>Question or Concern</b>	<b>Contact</b>	<b>Phone Number</b>
Power outage or interruption	AEP Ohio	800-672-2231
Connect/disconnect service	AEP Ohio	800-672-2231
Meter reading/billing	AEP Ohio	800-672-2231
Enrollment in or opting out of Aggregation Program	CRES Provider	[TOLL-FREE NUMBER]
Aggregation Program Questions or Concerns	Trebel LLC	(877) 861-2772
Unresolved disputes	Public Utilities Commission of Ohio	(800) 686-7826 (voice) (800) 686-1570 (TDD)



**M. Reliability and Indemnification of Consumers**

Electric service reliability is essential to Aggregation Program Participants. The Union Township will strive to provide high-quality service and reliability through provisions of the CRES Provider contract, through traditional proceedings related to your electric distribution utility's regulated transmission and distribution services, and through direct discussions with your electric distribution utility concerning specific or general problems related to quality and reliability of its transmission and distribution system.

If for any reason a CRES Provider fails to provide uninterrupted service, the Union Township and its Consultant will attempt to acquire an alternative power supply. If this attempt fails, Participants will default to the applicable electric utility's Standard Offer Generation Service. In no case will Participants be without power as a result of the CRES Provider's failure to provide the supply of generation. The Union Township and its Consultant will seek to minimize this risk by contracting only with reputable CRES Providers that have demonstrated reliable service. The Union Township, through its Consultant, also intends to include conditions in its CRES Provider contract that will indemnify Participants against risks or problems with power supply service and price.

**N. Participant Rights**

All Aggregation Program Participants shall enjoy the protections of law afforded to consumers as they currently exist or as they may be amended from time to time. These include rights to question billings or service quality or service practices. All consumers shall also enjoy the individual right to decline participation in the Aggregation Program subject to the terms and conditions contained herein.

All Aggregation Program Participants will be treated equitably. They will be guaranteed the rights to raise and resolve disputes with the CRES Provider, be provided all required notices and information, and always retain the right to opt out of the Aggregation Program or switch suppliers subject to the terms and conditions contained herein.

All consumers within the Union Township's boundaries shall be eligible to participate in the Aggregation Program on a non-discriminatory basis, subject to the terms and conditions described herein, Ohio law, PUCO rules and regulation governing electric service, and applicable electric utilities' approved tariffs.

Service under the Aggregation Program shall include all eligible customer classes in adherence with universal service principles and requirements, as well as the



traditional non-discriminatory practices of local government. CRES Provider contracts shall contain provisions to maintain these principles and equitable treatment of all customer classes.

Low-income consumers shall remain subject to all provisions of Ohio law and PUCO rules and regulations as they may be amended from time to time regarding their rights to return to the applicable electric utility's Standard Offer Generation Service and participation in the Aggregation Program.

**O. Participant Responsibilities**

Aggregation Program Participants are subject to the same standards and responsibilities as other electric consumers, including payment of billings and access to metering and other equipment necessary to carry out utility operations.

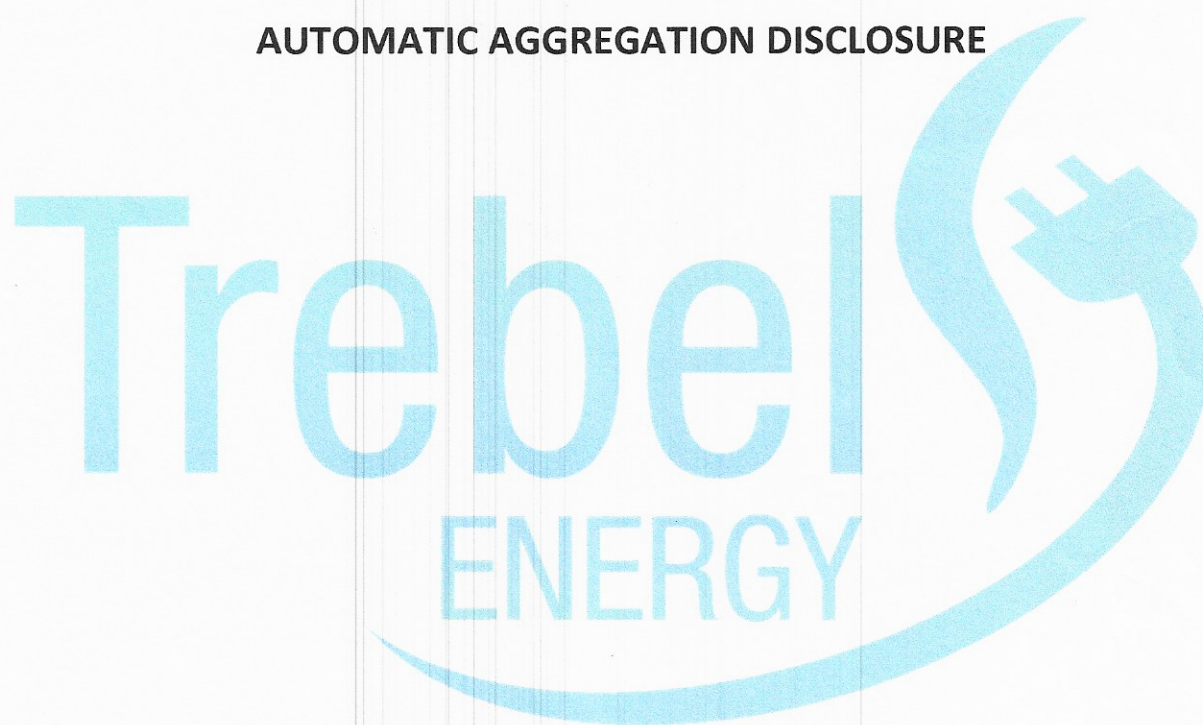
**P. Termination of the Aggregation Program**

The Aggregation Program may be discontinued upon the termination or expiration of the CRES Provider contract without any extension, renewal, or subsequent contract being executed. In the event of Aggregation Program termination, each Participant will receive written notification of the termination at least 60 days prior to such program termination and will have the option to return to the applicable electric utility's Standard Generation Offer Service or select another approved CRES Provider.

1311-001.00358022v1

**EXHIBIT A-4**

**AUTOMATIC AGGREGATION DISCLOSURE**





Union Township  
Licking County



January 21, 2019

**Union Township Electric Government Aggregation Program with Volunteer Energy**

Dear Union Township Resident,

Union Township (the "Township") is providing you with the opportunity to join with other residents and small commercial customers in the Township's Electric Government Aggregation Program. Savings are possible through a concept called government aggregation, where Township officials bring together citizens to gain group-buying power for the purchase of Electric from a retail supplier. Both the Township and the supplier are certified by the Public Utilities Commission of Ohio. Township voters approved this program in May 2014.

During the past few months, we have researched options for competitive electric pricing for you. We have chosen Volunteer Energy Services Inc, ("Volunteer Energy") an Ohio based corporation to provide you with electric for the term of March 1, 2019 through November 30, 2021 (the term).

**Price:** Under this agreement, Volunteer Energy is pleased to offer Electric for your home at a fixed rate of \$.0498 per kwh or your business at a fixed rate of \$.0505 per kwh. **If you are ever unhappy with your rate, you may leave the program free of charge at any time and return to American Electric Power (AEP).** Please refer to the attached Terms and Conditions for full details of this offer.

*You will be automatically enrolled (if a new Participant) or continue your enrollment (if an existing Participant) in the Township's Electric Governmental Aggregation Program unless you choose to "opt out"—that is, affirmatively choose not to participate.* If you wish to be excluded from the program you can call Volunteer Energy toll free at 1-800-977-8374 or return the enclosed "Opt-Out" form by **February 11, 2019**. Otherwise, you will be included in the aggregation program. There is no cost for the enrollment and you will not be charged a switching fee.

Volunteer Energy offers budget billing. If you wish to enroll in the budget billing program for Generation Service, please call Volunteer Energy at 1-800-977-8374.

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

AEP will always be responsible for ensuring the distribution of Electric to your premises and will continue to maintain your meter, the monthly reads and the lines that deliver Electric to your premises. Your Electric bill will also continue to come from AEP. The only change you'll notice is the name of your new electric supplier, Volunteer Energy, with the new rate included on your bill.

If you have any questions, please call Volunteer Energy toll free at **1-800-977-8374** Monday through Friday, 9:00 a.m. to 4:00 p.m.

Regards

Union Township  
Volunteer Energy Services, Inc.

## Electric Aggregation - Frequently Asked Questions

### **What is governmental aggregation of electricity?**

Ohio's laws allow for communities - such as Union Township, 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 the Township able to choose a certified electric generation supplier on my behalf?**

In November 2013, Union Township residents voted to allow the Trustees to contract for an electric generation supplier on their behalf.

### **If I join the 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 (AEP) 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 Power (the utility) that contains your charges for distribution and maintenance service from the utility as well as Volunteer Energy's charges for generation and transmission. You can remain on budget billing; however, the budget billing program does not apply to your charges from AEP. Your total charges from Volunteer Energy will fluctuate from month to month according to your usage.

### **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.

### **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 Power Company at 1-800-672-2231.

### **What is the toll-free number for questions?**

If you have any questions, please call Volunteer Energy at 1-800-977-8374, Monday through Friday between 9 am - 4 pm.

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





## Electric Aggregation Terms and Conditions

### I. SERVICES

During the relevant term Volunteer Energy Services, Inc. ("VE") shall supply and deliver to Customer all of the retail energy requirements at each Service Location (the "Retail Energy"). The Retail Energy is delivered to the distribution system's interconnection point (each, a "Delivery Point") of the relevant electric distribution company ("EDC"), and the relevant EDC is responsible for delivery of the Retail Energy to Customer's meter at and from that point. Customer designates VE as an authorized recipient of Customer's account, billing and usage information. Customer consents to the disclosure by each EDC to VE of certain basic information about Customer including: account number, meter number, meter read data, rate class, billing and payment information, account name, service address, billing address, and telephone number.

### II. TERM OF AGREEMENT

VE shall use commercially reasonable efforts to commence service under this Agreement upon the later the start date referenced in the Opt-Out Letter or the first available meter read date, as determined by the EDC, after the date hereof, and after VE receives confirmation that the EDC has completed its processing and has accepted the delivery service request (the "Start Date"). VE shall not be liable for any lost savings or lost opportunity as a result of a delay in service commencement due to actions or inactions of the EDC. The term of this Agreement shall continue through **November 2021** unless sooner terminated hereunder.

### III. PRICING

This is a full requirements Agreement for residential and small commercial customers. Residential customers, you agree to pay the Price of **\$0.0498/kWh** to total usage per Account as reported by the Utility each month. Small commercial customers, you agree to pay the Price of **\$0.0505/kWh** to total usage per Account as reported by the Utility each month. The Price includes energy, congestion, capacity, ancillary services, losses, Auction Revenue Rights ("ARR"), and Renewable Portfolio Standards (RPS) compliance costs. Unless otherwise noted, the Rate does not include taxes, regulated charges from the Utility, including, but not limited to, Utility delivery and distribution charges, customer account fees or other Utility transmission charges. Customer agrees to maintain electric usage patterns similar to those exhibited within the preceding 365 calendar days.

### IV. BILLING and PAYMENT

**A. General Billing and Payment Terms:** VE shall provide monthly invoices, either through utility consolidated billing (UCB) or supplier consolidated billing (SCB). VE may estimate bills in cases where actual billing determinants are unavailable, and estimated bills shall be adjusted as soon as reasonably practicable. In the event Customer is billed by VE, Customer

shall pay all amounts owing within fourteen (14) days after issuance of the invoice. In the event Customer is billed by the EDC, payment is due to the EDC by the date specified in its bill. Late payments shall incur interest charges at a rate of interest equal to a per annum rate of eighteen percent (18%) or the maximum allowed under applicable law, whichever is less. In any instance where any payment to VE is declined by the issuing institution, Customer shall be assessed a charge of \$30 or the maximum allowed under applicable law (whichever is less) per declined payment. Customer shall be liable for all costs incurred by VE, including attorney's fees, for collections on accounts greater than thirty (30) calendar days past due. As an option, VE will offer **budget billing** to residential Customers in good standing. The budget billing amount is based on a projection of the participating Customer's energy usage for the remaining term of the Program calculated using twelve (12) months historical usage, where available, plus an adder determined by VE to minimize future true-up amounts.

**B. Disputes and Adjustments of Invoices:** Customer may, in good faith, dispute in writing the correctness of any invoice. In the event that an invoice or portion thereof is disputed, payment of the undisputed portion of the invoice shall be made within normal terms, with notice of the dispute given to VE in writing and stating the amount and basis for the dispute. If you have a complaint, you may call VE's Customer Support Line at (800) 977-8374 every Monday through Friday (excluding holidays) from 8:30 AM through 4:30 PM "If your complaint is not resolved after you have called your electric supplier 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). All customers have the right to contact the PUCO regarding complaints and disputes: The Ohio consumers' council (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>. Upon resolution of the dispute, any required payment shall be made within five (5) business days of such resolution along with interest accrued at the per annum rate of eighteen percent (18%) or the maximum allowed under applicable law, whichever is less.

### V. RENEWAL OF AGREEMENT

This Agreement shall only be renewed or extended in compliance with the provisions of the Ohio Revised Code and Ohio Administrative Code relating to Governmental Aggregation Programs.

### VI. CONFIDENTIALITY





## Electric Aggregation Terms and Conditions

Both Parties agree that the terms and conditions of this Agreement shall remain confidential, except for any required disclosure to any regulatory body, governmental entity or agency having jurisdiction, or disclosure to accountants, attorneys, or other professionals acting on behalf of the disclosing Party.

### VII. NOTICES

Any notice or other document to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be delivered to any of the address specified on Offer.

### VIII. EVENTS OF DEFAULT

**A. Definition:** An "Event of Default" shall mean, with respect to the applicable Party to whom the following applies (the "Defaulting Party"), the occurrence of any of the following: (a) the failure of such Party to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within three (3) business days after written notice and demand of payment; (b) any representation or warranty made by such Party herein being false or misleading in any material respect when made or ceases to remain true during any term; (c) the failure of such Party to perform any obligation set forth in this Agreement and such failure is not remedied within five (5) business days after written notice; (d) Customer files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action bankruptcy or (e) Customer's failure to cooperate with VE as reasonably required in order for VE to perform its obligations under this Agreement.

**B. Suspension and No Early Termination:** If an Event of Default occurs, the Party that is not the Defaulting Party (the "Non-Defaulting Party") may, at its option and in its sole discretion, take any one or more of the following actions (1) suspend its performance under this Agreement; or (2) terminate this Agreement by sending written notice to the Defaulting Party provided the termination date for this Agreement (the "Early Termination Notice"). In the event of such suspension or an early termination, Customer shall pay to VE all amounts owed under this Agreement, including amounts owed for delivered performance, whether or not then invoiced. **There is no early termination fee.**

### IX. FORCE MAJEURE

"Force Majeure" shall mean an event which prevents the claiming party (the "Claiming Party") from performing its obligations and is not within the reasonable control of, or the result of the negligence of, the Claiming Party, such as, but not limited to, acts of God; fire; flood; terrorism; breach by the EDC; electric grid interruption; earthquake; war; riot; zombie apocalypse; flash mobs; actions or failure to act on the part of governmental authorities. The non-Claiming Party shall not be

required to perform its obligations to the Claiming Party for the period of the Force Majeure. If the Force Majeure continues for a period in excess of thirty (30) calendar days (an "Extended Force Majeure Event"), the performing Party may terminate this Agreement by providing the other Party written notice of the early termination, without the termination for an Extended Force Majeure Event constituting an Event of Default.

### X. GOVERNING LAW AND WAIVER OF JURY TRIAL

This Agreement shall be governed by the laws of the State of Ohio, without regard to its choice of law provisions. Any action arising out of this Agreement shall be filed in the Court of Common Pleas, Franklin County, Ohio. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE RIGHT TO TRIAL BY JURY OF ANY SIZE IS IRREVOCABLY WAIVED.

### XI. CHANGES IN LAW OR REGULATION

In the event that any change in any statute, rule, regulation, order or other law, or procedure, tariff, rate class or other process or charge, promulgated by any governmental authority or EDC, Independent Service Operator ("ISO"), Regional Transmission Operator ("RTO") or other regulated service provider, alters to the detriment of VE its costs to perform or its economic returns under this Agreement VE may revise the pricing under this Agreement to eliminate the impact of such. Before any such price revision, VE shall provide written notice to Customer with the resulting price revisions, and the date upon which such revised pricing shall be effective. Customer shall pay the revised price described in such notice, and all other terms and conditions of this Agreement shall remain in full force and effect.

### XII. SEVERABILITY

The various provisions of this Agreement are severable. Any provision or section of this Agreement declared or rendered void, unlawful, or otherwise unenforceable shall not otherwise affect the lawful obligations that arise under this Agreement.

### XIII. INDEMNITY

VE shall defend, indemnify, and hold Customer harmless against all claims and liabilities resulting from VE's negligence or breach of this Agreement and arising prior to the delivery of the Retail Energy to the relevant Delivery Point, except to the extent such claims and liabilities arise out of Customer's negligence or breach of this Agreement. Customer shall assume full responsibility for any damages or losses relating to the delivery of the Retail Energy at and after its delivery to the relevant Delivery Point and shall defend, indemnify, and hold VE harmless against all claims and liabilities arising at and after the delivery of the Retail Energy to the relevant Delivery Point, except to the extent such claims and liabilities arise out of VE's negligence or breach of this Agreement.





790 Windmill Dr  
Pickerington, Ohio 43147  
Toll Free: 800-977-VESI  
Fax: 614-856-3301

## Electric Aggregation Terms and Conditions

### XIV. ASSIGNMENT

This Agreement shall be binding on and inure to the benefit of each Party's successors and permitted assigns. Neither Party shall assign this Agreement or its rights without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed.

### XV. WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY

VE warrants title to all Retail Energy delivered hereunder and sells such Retail Energy to Customer free from liens and adverse claims. THIS IS VE'S ONLY WARRANTY CONCERNING THE SERVICES PROVIDED HEREUNDER AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE. EXCEPT AS PART OF ANY PAYMENT OF THE SETTLEMENT AMOUNT IN ACCORDANCE WITH THE TERMS HEREOF, NEITHER PARTY SHALL BE RESPONSIBLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES. IN ADDITION, VE'S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE TOTAL OF THE FIRST TWO VE INVOICES REFLECTING THE ENERGY COST SPECIFIC TO CUSTOMER'S METER READS AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE EXPRESSLY WAIVED. TO THE MAXIMUM EXTENT POSSIBLE UNDER LAW, ARTICLE 2 OF THE UNIFORM COMMERCIAL CODE SHALL APPLY TO THE RETAIL ENERGY SOLD HEREUNDER.

### XVI. ENTIRE AGREEMENT; AMENDMENT

This Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof. This Agreement may only be amended by a written instrument executed by both Parties. This Agreement is effective only upon Customer's execution and VE's subsequent execution or performance of this Agreement.

### XVII. ONSITE GENERATION

This Section is inapplicable to Governmental Aggregation Programs.

### XVIII. STATE DISCLOSURES/RESCISSION

VE's Ohio Certification Number is 15-950E(2) as a CRES. Customer has the right to request from VE twice within a twelve (12) month period up to twenty-four (24) months of Customer's payment history without charge; Customer may be charged switching fees by the EDC. VE is prohibited from disclosing a customer's social security number and/or account number(s) without the customer's consent except to its own collections and credit reporting, participation in programs funded by the universal service fund pursuant to section [4928.52](#) of the Revised Code, or assigning a customer contract to another CRES provider.

**Rescission:** As a Residential you have the right to rescind this Agreement within seven (7) calendar days from the date of postmark of the Utility's confirmation notice you will receive upon enrollment with VESI. You may rescind by either contacting us at 800-977-VESI toll free during normal business hours or fax us a detailed written request to cancel at 614-856-3301. If you contact your Utility to rescind this Agreement, your Utility will give you a cancellation number to confirm the cancellation.

P.S. Remember to return the opt-out form only if you do not want to participate in the Township's Governmental Aggregation Program.

### OPT-OUT FORM FOR THE UNION TOWNSHIP ELECTRIC GOVERNMENTAL AGGREGATION PROGRAM

I wish to opt out of the Union Township Electric Governmental Aggregation Program

Service Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Account Number: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Account holder's signature: \_\_\_\_\_

Mail by: February 11, 2019 To: Union Township Electric Governmental Aggregation Program; 790 Windmill Drive, Pickerington, OH 43147

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

**Commission of Ohio Docketing Information System on**

**7/23/2020 1:57:31 PM**

**in**

**Case No(s). 14-1351-EL-GAG**

Summary: Application Renewal electronically filed by Mr. Scott Belcastro on behalf of Union Township, Licking Co., OH