

DIS Case Number: 19-0889-EL-GAG

Section A: Application Information

A-1. Applicant's legal name, address, telephone number, and web site address

the applicant's legal name, address, telephone number, and web address.

Legal Name: Turtlecreek Township	Country: United States
Phone: 513-932- Extension (if applicable): 4902	Street: 670 N. St. Rt. 1123
Website (if any): www.turtlecreektownship.org	City: Lebanon Province/State: OH
Postal Code: 45036	

A-2. Contact person for regulatory matters

Rich Surace
8469 Blue Ash Rd., Suite 1
Cincinnati, OH 45236
US
rsurace@energyalliances.com
5197451424

A-3. Contact person for Commission Staff use in investigating customer complaints

Rich Surace
8469 Blue Ash Rd., Suite 1
Cincinnati, OH 45236
US
rsurace@energyalliances.com
5197451424

A-4. Applicant's address and toll-free number for customer service complaints

Phone: 800-735-0359	Extension (if applicable):	Country: United States
Fax: 513-794-7777	Extension (if applicable):	Street: 8469 Blue Ash Rd., Suite 1



B-1. Authorizing ordinance

Provide a copy of the adopted ordinance or resolution that reflects voter authorization to form a governmental aggregation program pursuant to Sections 4929.26 and 4929.27 of the Ohio Revised Code.

File(s) attached.

B-2. Operation and governance plans

Provide a copy of the applicant's plan for operation and governance of its aggregation program adopted pursuant to Sections 4929.26(C) or 4929.27(B) of the Revised Code. The Operation and Governance Plan should include all information pursuant to Rule 4901:1-28-03 of the Ohio Administrative Code.

Files(s) attached.

B-3. Opt-out disclosure notice

If the aggregation program provides for automatic aggregation in accordance with Section 4929.26(A) of the Revised Code, provide a copy of the disclosure notification required by Section 4929.26(D) of the Revised Code.

File(s) uploaded

B-4. Experience and Plans

Provide a description of the applicant's experience in providing the service(s) for which it is applying (e.g. number and type of customers served, utility service areas, amount of load, etc.). Also provide the plan for contracting with customers, providing contracted services, providing billing statements, and responding to customer inquiries and complaints in accordance with Commission rules adopted pursuant to Section 4928.10 of the Revised Code.

File(s) attached



Public Utilities
Commission

Application Attachments

TURTLECREEK TOWNSHIP, WARREN COUNTY, OHIO

Electric Aggregation Program

EXHIBIT B—4 “EXPERIENCE AND PLANS”

1 Page

EXHIBIT B-4 "EXPERIENCE AND PLANS"

Due to the complexity of Governmental Aggregation, the Governmental Aggregator applicant has entered into a program agreement with Energy Alliances, Inc. to assist them in implementing and maintaining their Natural Gas Governmental Aggregation Program.

Founded in 1985, Energy Alliances, Inc. is an independent energy broker and consulting company that provides comprehensive energy procurement for commercial, governmental, small business and residential customers throughout the mid-West.

As a PUCO certified Retail Natural Gas Broker/Aggregator (Certificate Number 14-350G(4)) and a Competitive Retail Electric Service Provider (Certificate Number 14-805E(4)) Energy Alliances has over 15 years of experience in leading communities through the entire governmental aggregation process. They currently manage more than sixty (60) electric and gas governmental aggregation and/or endorsement programs in the State of Ohio.

A detailed summary of the contract includes, but is not limited to providing the following services:

- Assist with the preparation of resolutions, public notices, and customer communications
- Assist with the preparation of the Plan of Operation and Governance
- Assist with the preparation of the required legal notices and public meetings to review and approve the Plan of Operation and Governance
- Assist with the preparation and submission of the Certification Application for Governmental Aggregators and Re-certification Applications, as well as the annual and/or quarterly reporting requirements
- Evaluate existing energy costs and rates, provide market expertise, and assist the communities with the selection of their electric/gas supply pricing strategy
- Assist with the preparation of all notifications required to be sent to program participants
- Assist the communities with the day-to-day operation of their programs (i.e. problem resolution, PUCO compliance, supplier liaison, etc.)
- Provide other services necessary for the communities to comply with provisions of Sections 4929 and 4928 and Chapter 4901 of the Ohio Revised Code



Public Utilities Commission

Competitive Retail Electric Service (CRES)
Governmental Aggregator Application

Case Number: 19 - 0889 - **EL-GAG**

Please complete all information. Identify all attachments with a label and title (example: Exhibit B-2 Operation and governance plan). For paper filing, you can mail the original and three complete copies to the Public Utilities Commission of Ohio, Docketing Division, 180 East Broad Street, Columbus, Ohio 43215-3793.

A. Application Information

A-1. Applicant's legal name and contact information.

Provide the name and contact information of the business entity.

Legal Name: Turtlecreek Township
Street Address: 670 N. St. Rt. 1123
City: Lebanon State: OH Zip: 45036
Telephone: 513-932-4902 Website: www.turtlecreektownship.org

A-2. Contact person for regulatory matters.

Name: Rich Surace
Street Address: 8469 Blue Ash Rd., Suite 1
City: Cincinnati State: OH Zip: 45236
Telephone: 513-745-1424 Email: rsurace@energyalliances.com

A-3. Contact person for PUCO Staff use in investigating consumer complaints.

Name: Rich Surace
Street Address: 8469 Blue Ash Rd., Suite 1
City: Cincinnati State: OH Zip: 45236
Telephone: 513-745-1424 Email: rsurace@energyalliances.com

A-4. Applicant's address and toll-free number for customer service and complaints.

Street Address: 8469 Blue Ash Rd., Suite 1
City: Cincinnati State: OH Zip: 45236
Toll-free
Telephone: 800-735-0359 Email: rsurace@energyalliances.com

B. Managerial Capability

Provide a response or attachment for each of the sections below.

B-1. Authorizing Ordinance.

Provide a copy of the adopted ordinance or resolution authorizing the formation of a governmental aggregation program pursuant to Sections [4928.20\(A\)](#), [4929.26](#), and/or [4929.27](#) of the Ohio Revised Code.

B-2. Operation and governance plan.

Provide a copy of the applicant's plan for operation and governance of its aggregation program adopted pursuant to Section [4928.20\(C\)](#), [4929.26\(C\)](#), and/or [4929.27\(B\)](#) of the Ohio Revised Code and in accordance with [4901:1-21-16](#) and/or [4901:1-28-03](#) of the Ohio Administrative Code.

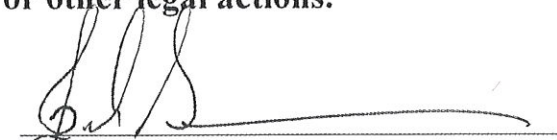
B-3. Opt-out disclosure notice.

Provide a draft copy of the opt-out notice that provides or offers automatic aggregation services in accordance with Sections [4928.20\(D\)](#) or [4929.26\(D\)](#) of the Ohio Revised Code and in accordance with [4901:1-21-17](#) and/or [4901:1-28-04](#) of the Ohio Administrative Code. The applicant must file the finalized opt-out notice in the certification case docket no more than 30 days and not less than ten days prior to public dissemination.

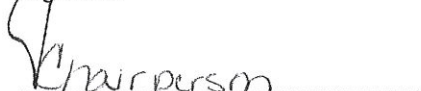
B-4. Experience and plans.

Describe in detail the applicant's experience and plan for providing aggregation services, including contracting with consultants, broker/aggregators, retail natural gas suppliers and/or retail generation providers, providing billing statements, responding to customer inquiries and complaints, and complying with all applicable provisions of Commission rules adopted pursuant to Section [4929.22](#) and/or [4928.20](#) of the Ohio Revised Code.

As authorized representative for the above company/organization, I certify that all the information contained in this application is true, accurate and complete. I also understand that failure to report completely and accurately may result in penalties or other legal actions.


Signature

3/23/21
Date


Title

Competitive Retail Electric Service Affidavit

County of Warren :

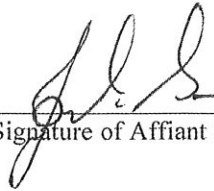
State of Ohio :

Jonathan Sams, Affiant, being duly sworn/affirmed, hereby states that:

1. The information provided within the certification or certification renewal application and supporting information is complete, true, and accurate to the best knowledge of affiant, and that it will amend its application while it is pending if any substantial changes occur regarding the information provided.
2. The applicant will timely file an annual report of its intrastate gross receipts, gross earnings, and sales of kilowatt-hours of electricity pursuant to Sections 4905.10(A), 4911.18(A), and 4928.06(F), Ohio Revised Code.
3. The applicant will timely pay any assessment made pursuant to Sections 4905.10, 4911.18, and 4928.06(F), Ohio Revised Code.
4. The applicant will comply with all applicable rules and orders adopted by the Public Utilities Commission of Ohio pursuant to Title 49, Ohio Revised Code.
5. The applicant 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 will fully comply with Section 4928.09, Ohio Revised Code regarding consent to the jurisdiction of Ohio Courts and the service of process.
7. The applicant will comply with all state and/or federal rules and regulations concerning consumer protection, the environment, and advertising/promotions.
8. The applicant 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 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, 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.
11. The Applicant will inform the Public Utilities Commission of Ohio of any material change to the information supplied in the application within 30 days of such material change, including any change in contact person for regulatory purposes or contact person for Staff use in investigating consumer complaints.

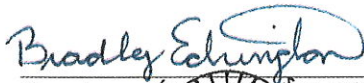
12. The facts set forth above are true and accurate to the best of his/her knowledge, information, and belief and that he/she expects said applicant to be able to prove the same at any hearing hereof.

13. Affiant further sayeth naught.



Signature of Affiant & Title

Sworn and subscribed before me this 23rd day of February, 2021
Month Year



Signature of Notary Public

BRADLEY EDRINGTON
Notary Public
State of Ohio
My Comm. Expires
September 28, 2025

Bradley Edrington Admin Asst.
Print Name and Title

My commission expires on September 28, 2025

TURTLECREEK TOWNSHIP, WARREN COUNTY, OHIO

Electric Aggregation Program

EXHIBIT B-1 "AUTHORIZING ORDINANCE"

Authorizing Ordinance – 3 Pages

**TURTLECREEK TOWNSHIP BOARD OF TRUSTEES
WARREN COUNTY, OHIO**

Resolution Number: 18-07-03

Date of Resolution July 31, 2018

TOPIC OF RESOLUTION: A RESOLUTION AUTHORIZING ALL ACTIONS NECESSARY TO EFFECT A GOVERNMENTAL ELECTRIC TOWNSHIP AGGREGATION PROGRAM WITH OPT-OUT PROVISIONS PURSUANT TO SECTION 4928.20, OHIO REVISED CODE, DIRECTING THE WARREN COUNTY BOARD OF ELECTIONS TO SUBMIT A BALLOT QUESTION TO THE ELECTORS.

WHEREAS, the Ohio Legislature has enacted electric deregulation legislation which authorizes the legislative authorities of municipal corporations, townships and counties to aggregate automatically, pursuant to Section 4928.20 of the Ohio Revised Code, subject to opt-out provisions, competitive electric service for the retail electric loads located in the respective jurisdictions and to enter into service agreements to facilitate the sale and purchase of the service for the electric loads; and

WHEREAS, such legislative authorities may exercise such authority jointly with any other legislative authorities;

WHEREAS, governmental aggregation provides an opportunity for residential and small business customers collectively to participate in the potential benefits of electric deregulation through lower electric rates which they would not otherwise be able to have individually;

WHEREAS, the Turtlecreek Township Board of Trustees (hereinafter "Board") seeks to establish a governmental aggregation program with opt-out provisions pursuant to Section 4928.20, Ohio Revised Code (the "Aggregation Program") for the residents, businesses and other electric customers in Turtlecreek Township and in conjunction jointly with any other municipal corporation, township, county or other political subdivision of the State of Ohio, as permitted by law.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF TURTLECREEK TOWNSHIP, WARREN COUNTY, STATE OF OHIO:

SECTION 1. This Board of Trustees finds and determines that it is in the best interest of Turtlecreek Township, its residents, businesses and other electric consumers located within the corporate limits of Turtlecreek Township to establish the Aggregation Program in Turtlecreek Township. Provided that this Resolution and the Aggregation Program is approved by the electors of Turtlecreek Township pursuant to Section 2 of this Resolution, Turtlecreek Township is hereby authorized to aggregate in accordance with Section 4928.20, Ohio Revised Code, the retail electric loads located within Turtlecreek Township, and, for that purpose, to enter into service agreements to facilitate for those loads the sale and purchase of electric. Turtlecreek Township may exercise such authority jointly with any other municipal corporation, township or county or other political subdivision of the State of Ohio to the full extent permitted by law. The aggregation will occur automatically for each person owning, occupying, controlling, or using an electric load center proposed to be aggregated and will provide for the opt-out rights described in Section 3 of this Resolution.

SECTION 2. The Board of Elections of Warren County is hereby directed to submit the following question to the electors of Turtlecreek Township as the general election on November 6, 2018.

"Shall Turtlecreek Township have the authority to aggregate the retail electric loads located in the Township, and for that purpose, enter into service agreements to facilitate for those loads the sale and purchase of electric, such aggregation to occur automatically except where any person elects to opt out?"

The Fiscal Officer of this Board of Trustees is instructed immediately to file a certified copy of this Resolution and the proposed form of the ballot question with the County Board of Elections not less than ninety (90) days prior to November 6, 2018. The Aggregation Program shall not take effect unless approved by a majority of the electors voting upon this Resolution and the Aggregation Program provided for herein at the election held pursuant to this Section 2 and Section 4928.20 of the Ohio Revised Code.

SECTION 3. Upon the approval of a majority of the electors voting at the election provided for in Section 2 of this Resolution, this Board of Trustees individually or jointly with any other political subdivision, shall develop a plan of operation and governance for the Aggregation Program. Before adopting such plan, this Board of Trustees shall hold at least two public hearings on the plan. Before the first hearing, notice of the hearings shall be published once a week for two consecutive weeks in a newspaper of general circulation in the Township. The notice shall summarize the plan and state the date, time, and location of each hearing. No plan adopted by this Board of Trustees shall aggregate the electric load of any electric load center within the Township unless it in advance clearly discloses to the person owning, occupying, controlling, or using the load center that the person will be enrolled automatically in the Aggregation Program and will remain so enrolled unless the person affirmatively elects by a stated procedure not to be so enrolled. This disclosure shall state prominently the rates, charges, and other terms and conditions of enrollment. Additionally, any person enrolled under this plan, will be permitted to cancel the service at any time without penalty or early termination fees at any time during the contract period. Any such person that opts out of the Aggregation Program pursuant to the stated procedure shall default to the standard service offer provided by the electric service company providing distribution service for the person's retail electric load until the person chooses an alternative supplier.

SECTION 4. This Board of Trustees finds and determines that all formal actions of this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board of Trustees and that all deliberations of this Board of Trustees and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Mr. Jones moved to adopt the foregoing Resolution, being seconded by Mr. VanDeGrift. Upon call of the roll, the following vote resulted:

Mr. Jim VanDeGrift	YEA
Mr. Daniel F. Jones	YEA
Mr. Jonathan D. Sams	YEA

Resolution adopted this 31st day of July, 2018.

**TURTLECREEK TOWNSHIP
BOARD OF TRUSTEES**



Attest: Amanda K. Childers, Fiscal Officer

TURTLECREEK TOWNSHIP, WARREN COUNTY, OHIO

Electric Aggregation Program

EXHIBIT B-3 “OPT-OUT DISCLOSURE NOTICE” – 5 Pages



February 12, 2021

<First> <Last> or Current Resident

<Mailing Address>

<Mailing City>, <Mailing State> <Mailing Zip>

IMPORTANT INFORMATION FROM
TURTLECREEK TOWNSHIP AND AEP ENERGY
REGARDING YOUR ELECTRICITY SERVICE AT

<S ADDRESS>

Dear <First> <Last>:

Turtlecreek Township sets a secure electric price of 4.698 cents per kWh for your electricity supply charges.

We are pleased to announce that Turtlecreek Township is providing its residents and small businesses with an opportunity to save money on their electricity supply. **On November 6, 2018, Turtlecreek Township voters authorized by majority vote the creation of an Electric Aggregation Program to seek lower electricity rates for eligible residential and small business customers and the Township approved a Plan of Operation and Governance as prescribed by Section 4928.20 of the Ohio Revised Code.** Under this arrangement, AEP Energy has been selected as Turtlecreek Township's preferred electricity supply provider. This special offer is exclusive for eligible residents and businesses of the Township because through the power of volume buying, AEP Energy is able to secure electricity at competitive prices. AEP Energy is an Ohio-based company.

THE TOWNSHIP ELECTRIC AGGREGATION PROGRAM IS A SMART CHOICE:

Receive Protection with a Secure Price. Through the Township Electric Aggregation Program, eligible residents and businesses will receive the price of **4.698 cents per kWh** for a period of **eighteen (18) months**¹ starting with the **March 2021** meter-read date. You will find additional details of this program in the Terms & Conditions and Frequently Asked Questions on the back of this letter.

Continue to Receive One Bill. Your local utility will continue to send you one monthly electricity bill. You can continue to remit one payment to your local utility for AEP Energy charges. Also, your local utility will continue to provide service for any emergency or maintenance issues.

No Cancellation Fee. There is no charge to cancel your contract at any time.

YOU WILL AUTOMATICALLY BE ENROLLED.

You don't have to do anything and there is no cost to enroll in this exclusive program. All eligible residents and businesses located in the community will automatically be enrolled in the program unless you choose to opt out by following the instructions listed below.

HOW DO I OPT-OUT?

If you do not wish to participate in this program, you must opt out by March 5, 2021. There are two ways to opt out:



Phone - Call AEP Energy Customer Care Team toll free at 1-877-726-0214
Monday - Friday from 8 a.m. to 7 p.m. & Saturday from 9 a.m. to 1 p.m. EST



Mail - Complete the Electric Aggregation Opt Out Election Form below and return it to the address listed on the form by March 5, 2021

Respectfully,

Turtlecreek Township & AEP Energy

AEP Energy is a competitive retail electric service provider and an affiliate of Ohio Power Company (AEP Ohio). AEP Energy is not soliciting on behalf of and is not an agent of AEP Ohio.



TURTLECREEK TOWNSHIP ELECTRIC AGGREGATION OPT OUT ELECTION FORM

Please print clearly.

<First> <Last>

Account Number: <Account Number>

<Service Address>

<Service City>, <Service State> <Service Zip>

Account Holder's Name: (Print)

Phone: (____) _____

Account Holder's Signature: _____

Date: _____

Email Address: _____

This form must be postmarked no later than March 5, 2021 for your opt out to be effective.

Enclosed Terms & Conditions Version: 08.29.19OH_TURTLE_AGG_SC&ResCon
DUK21.02.12_TURTLE-REF_AGG-AG & DUK21.02.12_TURTLE-REF_AGG-AG_1



I elect not to participate in the Township
Electric Aggregation Program with AEP Energy.
Customer Code <Customer Code>

IMPORTANT NOTICE: By returning this signed form, I affirmatively elect NOT to participate in the Township Electric Aggregation Program. By electing not to participate, I understand from the accompanying materials that I will forego the benefits of this program. I understand that if I choose to opt out of the Township Electric Aggregation Program, I must complete this form and mail it to AEP Energy or call AEP Energy toll free at 1-877-726-0214, to opt out no later than March 5, 2021. If this form is not postmarked or I do not call by the specified date, I understand that I will be automatically enrolled in the Township Electric Aggregation Program. I assume all responsibility to send the Opt Out Election Form or to call AEP Energy.

Complete form and mail to:

AEP Energy
Attn: Township Electric Aggregation Program
PO Box 1415
Columbus, OH 43216

FREQUENTLY ASKED QUESTIONS

What is the Township Electric Aggregation Program? Under the Township Electric Aggregation Program, the Township acted on behalf of its electricity consumers to select an electricity supply provider who, through the power of volume buying, is able to secure electricity at competitive prices. The Public Utilities Commission of Ohio ("PUCO") has taken steps to ensure that Ohio's competitive electricity environment is consumer-friendly. Voters in the Township approved this aggregation program and the Town Council passed an ordinance adopting this Electric Aggregation program.

The Township has selected AEP Energy as their preferred electricity supply provider to serve their residents and businesses beginning with the March 2021 meter-read date for eighteen (18) months.

Who is AEP Energy? AEP Energy is a certified Competitive Retail Electric Service (CRES) provider and a subsidiary of American Electric Power Company, Inc. (AEP). With an office located in Columbus, Ohio, AEP Energy sells electricity supply to customers at market-based prices rather than regulated rates offered by your local utility.

Why did the Township select AEP Energy as its provider? The Township selected AEP Energy because they were able to propose a program that represented the best overall value for eligible households and businesses.

How do I enroll? You don't have to do anything to enroll. All eligible customers will be automatically included in the program unless you choose to opt out. If you opt out, you will continue to be served by your local utility's standard service offer or until you choose an alternative electric service provider. However, if you do not respond to this letter, the local utility will complete the enrollment process. **As a part of the enrollment process, you will also receive a notice from your local utility, Duke Energy Ohio, confirming your decision to enroll with AEP Energy. Simply review the letter - if you are pleased with the Township Electric Aggregation Plan, then you are all set.** No deposits are required to enroll.

When will this program start? The Township Electric Aggregation Program will begin with the March 2021 meter-read date.

What is my price? Turtlecreek Township has ensured that, beginning with the March 2021 meter-read date, you will receive an electricity generation price of 4.698 cents per kWh for eighteen (18) months.

Where do I send payment? You will continue to receive one bill each month from Duke Energy Ohio, your local utility. The amount that you owe to AEP Energy will be stated separately on your bill and you will continue to send payments to your local utility only.

Can I remain on budget billing? Yes, you can remain on budget billing with your local utility; the budget billing program will apply to your charges from AEP Energy and the charges from the local utility. If you are not currently on budget billing and would like to enroll, please contact your local utility.

Can I cancel at any time? Yes, you may cancel without penalty and switch to another provider or revert back to Duke Energy Ohio, the local utility. Should you cancel your service with AEP Energy and return to standard offer service with your local utility, you may not be served under the same rates, terms, and conditions that apply to other utility customers. You will also be provided the ability to opt out every three years without penalty.

What happens at the end of the program? As the program draws to a close, the Township can choose to seek bids from electricity providers in order to negotiate a new contract on behalf of eligible households and businesses. If at that time, the program has not produced the savings originally anticipated for customers, the Township can also choose to end the program, at which time participants would be notified of their options for continuing in a different program with AEP Energy, switching to another provider, or reverting back to the local utility.

Why is this an opt-out program? It enables AEP Energy to offer a lower group rate based on the Township's size.

If I opt out initially, can I choose to join the program at a later date? Yes, if you opt out initially and change your mind later on, you may join by calling AEP Energy at 1-877-726-0214 or by visiting AEPenergy.com/aggregation.

What happens if I move? If you move to another location within Turtlecreek Township, you will be able to continue participating in the program. If you leave Turtlecreek Township, you will no longer be eligible to participate.

What is considered a small commercial business? Any eligible small business located in the community that uses less than 700,000 kWh annually can participate in the Electric Aggregation Program because they are considered to be a non-mercantile customer as defined by Ohio Administrative Code.

Unless you affirmatively opt out by March 5, 2021, you will be automatically enrolled if you: a) have an eligible residence or business located in the specified Township receiving electric service from Duke Energy Ohio or AEP Energy (in the Duke Energy Ohio service territory) and b) are not enrolled in the PIPP program. Participation in the program is subject to the Terms & Conditions of the Agreement between the Township and AEP Energy. AEP Energy's price excludes utility distribution and transmission charges and other utility charges and fees. There is no guarantee of savings under the Aggregation Program. You may terminate your agreement early without penalty. For more information, call toll free 1-877-726-0214, write to: AEP Energy, PO Box 1415, Columbus, OH 43216, or visit AEPenergy.com.

If you have any additional questions, please contact the AEP Energy Customer Care Team toll free at **1-877-726-0214**,
Monday – Friday from
8 a.m. to 7 p.m.
and Saturday from 9 a.m. to 1 p.m. EST



An Accredited
Member Since 2009



RESIDENTIAL & SMALL COMMERCIAL TERMS & CONDITIONS ("Agreement")

TERM	GENERATION SERVICE CHARGES	CANCELLATION FEE	CONTRACT RENEWAL
Up to the September 2022 meter read date ("Term").	Residential Customers: <u>4.698¢ per kWh.</u> Small Commercial Customers: <u>4.698¢ per kWh.</u> Price is for Generation Service. Price excludes taxes, utility Distribution Service charges, Transmission Services and other Non-bypassable utility charges and fees.	You may cancel at any time during the Term without penalty. See Section 6 for details.	Your Agreement will terminate after the initial term. See Section 8 for details.

TERMS AND CONDITIONS: These Terms and Conditions (this "Agreement") are your agreement for Generation Service with AEP Energy, Inc. ("AEP Energy"). Please keep a copy of this Agreement for your records. AEP Energy is certified by the Public Utilities Commission of Ohio ("PUCO") to offer and supply Generation Service in Ohio. As a Competitive Retail Electric Service ("CRES") provider, AEP Energy will supply the electric generation services to the interconnection (the "Delivery Point") of your local electric public utility or any successor entity that distributes electricity to you ("EDU") based on your usage. Your local electric public utility will continue to be your EDU. All of your retail electric energy service will be supplied and delivered under your community's electric aggregation program (the "Program"), which is governed by the Government Aggregation Master Retail Electric Supply Agreement between the relevant government aggregator and AEP Energy (the "Program Agreement"). You participate in the Program either by (1) not electing to opt out of the Program (i.e., by not returning a completed Program "opt-out" election form (as included in any informational letter provided with this Agreement) or by not otherwise contacting AEP Energy as prescribed) or (2) being an eligible customer residing in the relevant jurisdictional territory applicable under the Program Agreement (not otherwise included in the most recent "opt-out" process) that enters into this Agreement directly with AEP Energy, in each case, subject to any exercise of your rescission right (as described under "Right of Rescission"). Your EDU then distributes or delivers the electricity to you. Your Distribution Service will remain with your current EDU, which is regulated by the PUCO. Your EDU also will continue to read your meter, provide your monthly bill and respond to emergencies. The words "we", "us", and "our" refer to AEP Energy, and the words "you" and "your" refer to the customer.

CERTAIN DEFINITIONS: "Competitive Retail Electric Service Provider" or "CRES" provider means, as defined by Chapter 4901:1-21 of the Substantive Rules applicable to electric service providers, an entity that sells electric energy to retail customers in Ohio. "Generation Service" means the production of electricity. "Generation-Related Charges" means those charges or costs associated with the production, procurement and supply of electricity. "Non-bypassable utility charges and fees" means those EDU charges and fees payable by you regardless of whether the EDU or a

CRES provider provides Generation Service. "Transmission Service" means moving high voltage electricity from a generation facility to the distribution lines of an EDU, which is either bypassable or non-bypassable to you, as determined in accordance with your Distribution Service. "Distribution Service" means the physical delivery of electricity to customers by the EDU. "Billing Cycle" means, with respect to a customer account, the monthly period between meter read dates during the Term.

RIGHT OF RESCISSION: Once you have been enrolled to receive Generation Service from AEP Energy, your EDU 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 contacting your EDU orally at the designated toll-free or local number in such letter or in writing and following the instructions contained in the letter.

OTHER IMPORTANT DISCLOSURES: In the event a third party was involved in this Agreement, including, without limitation, a broker or a shopping website, or you are part of a municipal aggregation, the pricing contained herein may be inclusive of a broker fee. **Price Comparison Qualification:** Please be advised that the EDU's standard offer service rates generally change from time to time. AEP Energy therefore does not provide any guarantee of savings in comparison to the EDU's standard offer service rates during the Term of this Agreement. If you received any price comparison(s) in connection with your enrollment, by accepting this offer from AEP Energy, you understand and agree that AEP Energy has informed you, prior to entering into this Agreement, that no guarantee of savings during the Term is being provided.

1. Eligibility. Customers must reside within the relevant jurisdictional territory applicable under the Program Agreement. Residential customer accounts that are on residential rates codes and are not enrolled in the Percentage of Income Plan Program (PIPP) and non-national account small commercial customers with annual usage less than 700,000 kWh are eligible for this offer from AEP Energy. AEP Energy reserves the right to refuse enrollment to any customer that is not current on their Non-bypassable utility charges and fees.

2. Price. Starting with the first Billing Cycle of this Agreement through the last Billing Cycle of the "Term" (as listed in the table above), you agree to pay AEP Energy the price stated in the table above under "Generation Service Charges" for all kilowatt-hours ("kWh") of all applicable combined Generation Service and Generation-Related Charges metered by the EDU. You are responsible for, and your price does not include, applicable state and local taxes and/or Non-bypassable utility charges and fees, which will be billed by the EDU. In addition to AEP Energy's charges, you will be charged by your EDU for Distribution Service, Transmission Service, and other Non-bypassable utility charges and fees. The PUCO does not regulate AEP Energy's prices. An average residential customer, using 750 kWh of electricity on a monthly basis, would incur approximately \$35 to \$40 per month in such EDU charges and fees. In the event that there is any new, or any change in existing, law, regulation, rule, statute, order, filed tariff, decision, judgment, decree, or other event, including any change in any formula rate calculation, or any change in any interpretation or application of any of the foregoing, by a governmental authority, EDU, Independent System Operator, Regional Transmission Organization ("RTO"), such as PJM Interconnection, L.L.C., or other regulated service provider (a "Change in Law"), and such Change in Law results in AEP Energy incurring additional or increased costs or expenses or other adverse economic effects relating to providing the services contemplated herein (collectively, "Additional Costs"), then AEP Energy will provide written notice requesting your affirmative consent and agreement, describing the Additional Costs, the resulting price revisions, and the future date upon which such revised pricing is requested to be effective (a "Price Revision Request"). You then will be able to affirmatively consent and agree to such Price Revision Request, and if you agree, you will pay the revised price described in such Price Revision Request, and all other terms and conditions of this Agreement not modified by such Price Revision Request will remain in full force and effect. If, however, you do not affirmatively consent and agree to the Price Revision Request within thirty (30) calendar days, this Agreement, at AEP Energy's option, either may (1) continue at the existing pricing and existing terms and conditions of this Agreement, or (2) automatically terminate without penalty, cancellation fee or further obligation (but you will remain responsible to pay AEP Energy for any electricity supply used before this Agreement is terminated, as well as any late fees). Any such automatic termination will be effective on the next available drop date as established by the EDU. Furthermore, Additional Costs may be assessed to you as prescribed by the PUCO. Note that if, due to a change in market conditions, we wish to lower the price per kilowatt hour charged to you under this Agreement, we may do so without your consent, provided there are no other changes to the terms and conditions of this Agreement.

3. Term (Length of Agreement). Your service from AEP Energy will begin on the start of service date determined by the EDU, and this Agreement shall be considered executed by AEP Energy, following: (a) the end of the seven (7) day rescission period and (b) acceptance of your enrollment by your EDU, and will continue for the Term (as listed in the table above), unless otherwise terminated, ending on the date your EDU effectuates your switch back to EDU standard offer service or to another CRES provider. Your meter read date and the date of initiation of service are determined by your EDU; therefore we are not liable for any resulting delay in commencement of your service. This contract does not automatically renew.

4. Billing. Unless AEP Energy notifies you otherwise, you will continue to receive a single bill, typically on a monthly basis, from your EDU that will contain both your EDU and AEP Energy charges (and you acknowledge that your billing and payment information may be provided to AEP Energy). AEP Energy offers budget billing for AEP Energy's charges to residential customers only. You will be responsible for payment of the utility consolidated bill in accordance with applicable EDU billing rules and

procedures. Failure by you to pay your EDU bill or meet any agreed-upon payment arrangement could result in service termination in accordance with your EDU's tariff and the termination of your contract with AEP Energy. Upon termination you will be returned to your EDU's applicable tariff service or you may switch to another CRES provider. AEP Energy reserves the right to issue an invoice to you directly. Such invoice would contain AEP Energy's charges for your retail electric energy service and may also contain applicable taxes and all of the EDU's applicable charges. If at any time AEP Energy must send you a bill directly for the supply service provided under this Agreement, and if you do not pay the full amount owed to AEP Energy by the due date of the bill, a late payment fee with respect to amounts owed to AEP Energy of one and one-half percent (1.5%) of the outstanding balance per month, or the maximum legally allowed interest rate, whichever is lower, until such payment is received by AEP Energy, will apply. If AEP Energy bills you directly for our services, AEP Energy may terminate this Agreement with fourteen (14) calendar days' written notice should you fail to pay the bill or meet any agreed-upon payment arrangements with respect to amounts owed to AEP Energy. Upon termination you will be returned to your EDU as a customer. You will remain responsible to pay AEP Energy for any electricity used before this Agreement is terminated as well as any late payment charges.

5. Switching Fees and Exceptions. Your EDU may charge you a switching fee. AEP Energy reserves the right to demand adequate assurances from you in the form of prepayment or other form of credit support in the event you fail to make payments in accordance with the terms herein. Customers requiring financial assurance will be required to post that assurance within three (3) business days of notice.

6. Cancellation/Termination Provisions/Failure to Pay. If this Agreement is not rescinded during the rescission period, your enrollment will be sent to your EDU. You may terminate this Agreement, without penalty, if you move outside AEP Energy's service area or into an area where AEP Energy charges a different price, by providing AEP Energy with a thirty (30) calendar day written notice prior to such move. You will remain responsible to pay AEP Energy for any electricity supply used before this Agreement is cancelled or terminated for any reason, as well as any late fees (if applicable as described in the "Billing" section above). Should you cancel service with AEP Energy and return to standard offer service with your EDU, you may not be served under the same rates, terms, and conditions that apply to other EDU customers.

7. Your Consent and Information Release Authorization. By accepting this offer from AEP Energy, you understand and agree to the terms and conditions of this Agreement with AEP Energy. You authorize AEP Energy to obtain information from the EDU that includes, but is not limited to: your billing history, payment history, historical and expected electricity usage, meter-readings, characteristics of electricity service, address, telephone number, and account number(s).

8. Contract Expiration. At the end of its Term, this Agreement will expire. As prescribed by the PUCO, at least every three (3) years, you will be given the opportunity to "opt-out" of the Program at no cost. You are responsible for arranging your electric supply upon the expiration of this Agreement.

9. Dispute Procedures. Contact AEP Energy with any questions concerning the terms of service, billing, disputes and complaints by phone at 1-877-726-0214 (toll-free), Monday – Friday from 8:00 am to 7:00 pm EST and Saturday from 9:00 am to 1:00 pm EST or in writing at AEP Energy, 1 Easton Oval, Suite 200, Columbus, OH 43219, Attn: Customer Care. Our web address is AEPenergy.com/help. If your complaint is not resolved after you have called AEP Energy and/or your EDU, or for general utility information, you 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 AM - 5:00 PM EST weekdays or at

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 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. EST weekdays, or at <http://www.pickocc.org>.

10. Warranty and Force Majeure. AEP Energy warrants title to all electricity sold hereunder. THE WARRANTY SET FORTH IN THE PRECEDING SENTENCE IS EXCLUSIVE AND AEP ENERGY EXPRESSLY DISCLAIMS 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 PURPOSE OR USAGE OF TRADE. AEP Energy will make commercially reasonable efforts to provide your electric service, but does not guarantee a continuous supply of electricity. AEP Energy will not be responsible for any failure to commence or terminate Generation Service on the relevant date described herein. Certain causes and events are out of the reasonable control of AEP Energy ("Force Majeure Events") and may result in interruptions in service. AEP Energy is not liable for damages caused by acts of God, changes in laws, rules or regulations or other acts of any governmental authority (including the PUCO or RTO), accidents, strikes, labor troubles, required maintenance work, inability to access the EDU's system, nonperformance by the EDU, terrorism, sabotage, or any other cause beyond AEP Energy's reasonable control. If a Force Majeure Event occurs which renders AEP Energy unable to perform in whole or in part under this Agreement, our performance under this Agreement shall be excused for the duration of such event.

11. LIMITATION OF LIABILITY AND REMEDIES. 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 FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, TREBLE, EXEMPLARY OR INDIRECT 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 AND SHALL SURVIVE TERMINATION, CANCELLATION, SUSPENSION, COMPLETION OR EXPIRATION OF THIS AGREEMENT; PROVIDED NO SUCH LIMITATION SHALL APPLY TO DAMAGES RESULTING FROM THE WILLFUL MISCONDUCT OF ANY PARTY.

12. Your Liability and Indemnification of AEP Energy. You assume full responsibility for retail electricity supplied to you at and after the Delivery Point, and agree to and shall indemnify, defend, and hold harmless AEP Energy, its parent company 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 (including attorneys' fees), 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 and after the Delivery Point, including upon your premises, arising out of or related to the Generation Service and/or your performance under this Agreement.

13. Assignment. You shall not assign this Agreement or your rights hereunder without the prior written consent of AEP Energy. AEP Energy may, upon prior written notice but without your consent, assign this Agreement to another licensed CRES provider, including any successor, in accordance with the rules and regulations of the PUCO.

14. Choice of Law; Severability. This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio, including applicable rules of the PUCO, without giving effect to any conflicts of law principles which otherwise might be applicable. 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.

15. Miscellaneous. You have the right to request from AEP Energy up to twenty-four (24) months of payment history, without charge. Your social security number, account number(s), or any of your customer information will not be released without your express written consent except in accordance with rules 4901:1-21-06 and 4901:1-21-10 of the Ohio Administrative Code. AEP Energy assumes no responsibility or liability for the following items that are the responsibility of the EDU: operation and maintenance of the EDU's electrical system, any interruption of service, termination of service, or deterioration of the EDU's service. In the event of a power outage, you should contact your EDU. AEP Energy reserves the right to re-price any account(s) or return you to the EDU if your utility rate code or meter type is changed and/or the account is no longer eligible for the Program. Any notice, demand or other communication to be given hereunder, including, without limitation, any termination notice, shall be in writing and sent to the address or email address maintained on file for you. By providing AEP Energy your email address, you agree to receive notices electronically, where permitted under applicable law. This Agreement supersedes all prior written or oral agreements or understandings. AEP Energy's environmental disclosure statement is available for viewing on our website at AEPenergy.com. You agree that AEP Energy will make the required quarterly updates to the statement electronically on our website. We will also provide the information to you upon request. **AEP Energy is a competitive retail electric service provider and an affiliate of Ohio Power Company (AEP Ohio). AEP Energy is not soliciting on behalf of and is not an agent of AEP Ohio.**

16. Contact Information; Notices. AEP Energy, 1 Easton Oval, Suite 200, Columbus, OH 43219, Attn: Customer Care. For more information, call 1-877-726-0214, Monday – Friday from 8:00 am to 7:00 pm EST and Saturday from 9:00 am to 1:00 pm EST or visit AEPenergy.com/help. You agree and authorize that AEP Energy and/or its third party service providers may listen to, monitor, and/or record telephone your calls with us and/or any of our affiliates, agents, and/or contractors as part of providing services under this Agreement. You expressly agree that these contacts are not unsolicited for purposes of any state or federal law. You also agree to receive communications from AEP Energy via email at the email address you provide (if any) to AEP Energy. It is your responsibility to notify AEP Energy of any changes to your contact information, including your email address.

TURTLECREEK TOWNSHIP, WARREN COUNTY, OHIO

Electric Aggregation Program

EXHIBIT B-2 "OPERATION AND GOVERNANCE PLAN"

Plan of Operation and Governance –5 Pages

TURTLECREEK TOWNSHIP, WARREN COUNTY, OHIO

PLAN OF OPERATION AND GOVERNANCE

ELECTRIC GOVERNMENTAL AGGREGATION

For More Information Contact:

Turtlecreek Township
670 N St Rt 123
Lebanon, OH 45036
513-932-4902

TURTLECREEK TOWNSHIP, WARREN COUNTY, OHIO

PLAN OF OPERATION AND GOVERNANCE

Electric Governmental Aggregation

Introduction. On November 6, 2018, a majority of the voters in Turtlecreek Township, Warren County, OH approved a referendum that authorized Turtlecreek Township (“the Community”) to pursue Automatic Governmental Aggregation. After the Community held two public hearings on the matter, the Community approved this Plan of Operation and Governance as prescribed by Section 4928.20(C) of the Ohio Revised Code. The Community has developed this Plan of Operation and Governance (“Plan of Operation”) in accordance with the governmental aggregation provisions in Sections 4901:1-21-16 Ohio Administrative Code. Once certified as a Governmental Aggregator, the Community will be authorized to combine multiple retail electric customer loads within its geographic boundaries (the “Aggregation”) for the purpose of facilitating the purchase of electric supply in Ohio’s competitive retail electric market.

Governmental Aggregation Services. The Community, as a Governmental Aggregator, will serve as purchasing agent for the Aggregation. As purchasing agent, the Governmental Aggregator shall (i) select a Competitive Retail Electric Service Provider (“Provider”) to supply the Aggregation, (ii) negotiate the terms of supply between the Provider and each Aggregation participant, and (iii) oversee the enrollment procedures administered by the Provider.

The Contract. The supply contract negotiated by the Governmental Aggregator for the Aggregation (the “Contract”) shall be for firm, full-requirements supply. Each Aggregation participant will be individually bound to the Provider by the terms of the Contract and will be solely responsible for payment and performance. The electric supply charges for the Aggregation will be included in the Contract that will be negotiated by the Governmental Aggregator. All electric supply charges will be fully and prominently disclosed in consumer enrollment materials (such as the Opt-out Notice), available on the Provider’s website, and available by calling the Provider’s toll- free customer service telephone number. The surcharge authorized under Section 4928:20 of the Revised Code will not be charged. Participants may terminate the Contract with the Provider without penalty at any time for any reason by providing notice to the Provider.

Eligibility, Opt-out Disclosures, and Pooling Accounts. The Community will work with the Provider to adhere to the requirements of Section 4901:1-21-17 of the Ohio Administrative Code in creation of the opt-out disclosure. The Community, or a party authorized by the Community, will request from the local electric distribution utility (the “Utility”) a list of all customers residing within the Community’s boundaries, including those who have opted off the pre-enrollment list. Per Section 4901:1-21-17(D)(1)(a), the list will include an updated list of names, addresses, account numbers, rate codes, percentage of income plan (PIPP) codes, load data and other related customer information, consistent with information that is available to Providers. The following customers are not eligible: customers already under contract with a certified electric services company; customers that have a special contract with the Utility; customers that are not located within the Governmental Aggregator’s boundaries; customers on PIPP, customers that have opted out of the aggregation, and mercantile customers that

have not provided affirmative consent. It is the intention of the Community to offer its Aggregation Program to all eligible residential and non-mercantile customers in all customer classifications and in all rate categories. The Community realizes that factors such as consumption patterns and peak demand impact rate classes differently. Consequently, some customers may not benefit by a particular rate offer. Therefore, all customers will be afforded the opportunity to opt-out of the Program at least every three (3) years without paying a switching fee. Using this list of eligible accounts, the Provider, with the assistance of the Governmental Aggregator, will review the list to verify that the eligible accounts are located within the geographic boundaries of the Community and that an area within the Community boundaries has not been inadvertently filtered from the list. The Provider will also remove from the eligible list those customers who appear on the "do not aggregate" list as stated under division (c) of Section 4928.21 of the Revised Code. Within thirty (30) days of receipt of the list from the utility, the Provider, with assistance from the Governmental Aggregator, will prepare and mail an "Opt-out Notice" to each account that remains on the eligible list after it has been reduced as noted above. The Opt-out Notice will inform the eligible account holder that the Governmental Aggregator has formed an automatic (or "Opt-out") aggregation, provide the price for the electric supply to the Aggregation and other terms and conditions of service, and explain how the account holder can decline participation in the Aggregation.

As required by 4901:1-21-17 of the Ohio Administrative Code, the Opt-out Notice will indicate that the account holder has twenty-one (21) days to affirmatively respond by telephoning a toll-free number or returning a postcard to the Provider that is included in the Opt-out Notice.

The Provider will receive all Opt-out requests and any Opt-out Notices that were undeliverable by mail and will remove those accounts from the eligible account list. Upon completion of the twenty-one (21) day Opt-out period, the Provider will notify the Utility of the remaining accounts that will form the Aggregation, and through an electronic data interchange transaction, enroll the Aggregation. Upon enrollment, each participant will receive an enrollment notice from the Utility that will indicate that the enrollee may rescind its participation in the Aggregation by contacting the Utility within seven (7) calendar days.

In addition to the initial twenty-one (21) day Opt-out period, each participant will be provided an opportunity to opt-out at least every three years without paying an early termination fee.

Billing. Aggregation participants will receive a single, monthly bill from the Utility, which will include charges from the Provider for its electric supply, as well as the Utility distribution charges. Aggregation participants will be billed according to their Utility billing cycle.

Credit, Collections and Deposits. The Utility's credit and collection policy and policies regarding deposits will apply to the Aggregation participants and shall be administered by the Utility. Neither the Governmental Aggregator, nor the Provider will implement additional policies with respect to credit, deposits and collections.

Concerns and Complaints. Aggregation participants will have multiple means of communicating concerns and reporting complaints. As a general rule, concerns regarding service reliability and billing should be directed to the Utility. The Utility will continue to read meters, handle billing, and generally

have the most information about the physical service to a location or account. Questions regarding the administration of the Aggregation should be directed to the Provider. The Provider's customer service center will, at a minimum, be available by telephone Monday through Friday between the hours of 8:00 am to 7:00 pm ET. Any unresolved disputes should be directed to the Public Utilities Commission of Ohio and/or the Ohio Consumers Council. As a convenience, below is a list of helpful toll-free telephone numbers.

<u>Nature of Complaint</u>	<u>Contact</u>	<u>Phone Number</u>
Outages/Emergencies	Duke Energy-Ohio	1-800-634-4300
Service turn on/off	Duke Energy-Ohio	1-800-544-6900
Billing Disputes	Duke Energy-Ohio	1-800-544-6900
Price/Joining/Leaving Program	Provider Customer Service	TBD
Program Regulatory Questions	Provider Customer Service	TBD
Unresolved Disputes	Public Utilities Commission	1-800-686-7826
Unresolved Disputes	Ohio Consumers Council	1-877-742-5622

The Provider will attempt to resolve all customer complaints in a timely and good faith manner. The Provider shall investigate and provide a status report to the customer when the complaint is made directly to them and/or the Community within three (3) business days following the Provider's receipt of the complaint. Or in the case of a Public Utilities Commission of Ohio ("PUCO") complaint the Provider will investigate and provide a status report to the customer and PUCO staff within three (3) business days following Provider's receipt of the complaint. If an investigation into a complaint received from the customer or a complaint referred by the PUCO is not completed within ten (10) business days, then a status report will be given to the customer, and, if applicable, the PUCO. These status reports will be given every three (3) business days until the investigation is complete, unless the action that must be taken takes longer than three (3) business days and the customer has been notified. Final results of a PUCO-referred complaint will be provided to the PUCO either orally (phone) or in writing (e-mail, written correspondence), no later than three (3) business days after the investigation is completed. The final results will be provided in writing to the customer no later than three (3) business days after the investigation is completed. Customers retain the right to contact the PUCO regarding complaints and disputes. All customers have the right to contact the PUCO by writing to Public Utilities Commission of Ohio, ATTN: IAD, 180 E. Broad St., Columbus, OH 43215-3793; by fax to (614) 752-8351; through their website at www.puc.state.oh.us or by calling toll free (800) 686-7826 (VOICE) or 7-1-1 (TTY-TDD). Records of customer complaints will be retained for two (2) years after the occurrence of the complaint. A copy of the complaint record will be provided to the PUCO within three (3) business days, if requested.

Moving Within the Community. Aggregation participants who move from one location to another within the Community boundaries and retains the same account number, will remain an Aggregation participant and will receive the same price they would have received if their location had not moved.

An Aggregation participant who moves from one location to another within the Community boundaries and is assigned a new account number may enroll their new account in the Aggregation and receive the same price as they would have received if their location had not moved, provided the new

account is eligible for Aggregation. An Aggregation participant who moves within the Community and receives a new account number may be dropped from the Aggregation by the Utility, but they will not be charged an early termination fee from the Provider. If a participant is dropped from the Aggregation due to a move within the Community, the participant must contact the Provider to be re-enrolled within 60 days of being dropped.

Moving Outside of the Community. An Aggregation participant who moves out of the Community boundaries will no longer be eligible to participate in the Aggregation, but they will not be charged an early termination fee from the Provider.

Enrolling After the Opt-out Period. Residential and small business accounts located within the Community's boundaries that were initially eligible to join the Aggregation but chose to opt-out of the Aggregation, or otherwise weren't included in the Aggregation, may join the Aggregation after the expiration of the initial Opt-Out Period by contacting the Provider. The rate for those joining the Aggregation after the expiration of the Opt-out Period may be different from the rate negotiated for the Aggregation by the Government Aggregator.

If the Provider is able to offer to newly eligible customers the same price that is provided to the current Aggregation participants, the Provider may refresh the Aggregation by providing those who move into the Community the opportunity to be included automatically, rather than waiting until the next pricing term of the Contract. The process for refreshing the Aggregation with new enrollments would follow the process noted above for determining eligibility, providing Opt-out Notices, and pooling the accounts. (Current Aggregation participants and those who previously declined participation would not receive the Opt-out Notice intended only for newly eligible customers.)

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

2/23/2021 2:14:12 PM

in

Case No(s). 19-0889-EL-GAG

Summary: In the Matter of the Application of Turtlecreek Township, Warren County