

May 8, 2017

Public Utilities Commission of Ohio  
Docketing Division, 11<sup>th</sup> Floor  
180 East Broad Street  
Columbus, Ohio 43215-3793

**RE: Electric Governmental Aggregation Opt-Out Notice for Hamilton Township  
(Case Number 12-1060-EL-GAG).**

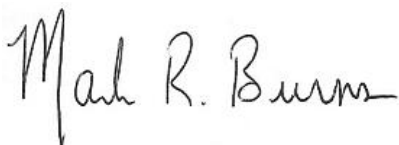
Attached please find a copy of the opt-out notice being sent to current and newly eligible residential and commercial accounts in the Hamilton Township electric aggregation program. Please file this under Case number 12-1060-EL-GAG.

The mailing is currently scheduled to begin on or after May 18, 2017, and the opt-out period is currently scheduled to end on or after June 11, 2017. MidAmerican Energy Services is the supplier to the program and the local utility company is Duke Energy.

Independent Energy Consultants, Inc. is providing aggregation consulting services to Hamilton Township and is filing this on their behalf.

If you have any additional needs or questions, please call me at 330-995-2675 or email me at [mburns@naturalgas-electric.com](mailto:mburns@naturalgas-electric.com)

Sincerely,



Mark R. Burns  
President

Enclosures



## Welcome to Hamilton Township's Governmental Aggregation Electricity Program!

May 19, 2017

[NAME] [SEQ#]  
[MAILING ADDRESS]  
[CITY], [ST] [ZIP]

Regarding service at:  
[SERVICE ADDRESS]  
[CITY], [ST] [ZIP]

Dear Hamilton Township Resident,

In November 2011, voters in our community approved a governmental aggregation referendum allowing the Township government to contract with a certified retail energy supplier to help residential and small commercial customers manage and save on energy costs. After researching competitive pricing options, Hamilton Township has chosen MidAmerican Energy Services to be the Program's new supplier.

**As a member of this aggregation, you will automatically receive a price of 5.18¢ per kilowatt-hour (kWh) for your electric supply from July 2017 – July 2020!**

Once you are enrolled, Duke Energy may send you a notification confirming MidAmerican as your new electric supplier. Your new rate will begin with your first available meter read date on or after July 2017.

### Opt-Out Information

You are not obligated to participate in Hamilton Township's electric governmental aggregation program. If you do not want to participate in this program, you have until June 11, 2017 to return the opt-out form below or contact MidAmerican toll-free at 800-342-3346, or by email at [support@midamericanenergyservices.com](mailto:support@midamericanenergyservices.com). **To participate in Hamilton Township's electric aggregation program, you do not need to take any action.** If you do not opt out, you authorize and agree to being enrolled in the aggregation program and authorize MidAmerican to switch your electric service per the enclosed terms and conditions.

If you have any questions, please call MidAmerican Energy Services toll-free at 800-342-3346, Monday through Friday, 8 a.m. to 6 p.m. Eastern Time or by email at [support@midamericanenergyservices.com](mailto:support@midamericanenergyservices.com).

Sincerely,  
Hamilton Township Local Officials

### Program Information

Fixed Rate:	5.18¢
Term:	July 2017 – July 2020

### Important facts...

- If you are a current a member of the aggregation program, your rate will drop from 5.41¢ to 5.18¢ beginning in July 2017!
- You do not need to do anything if you wish to participate in the program. Nothing will change except the price you pay for your electric supply.
- There are no enrollment fees or early termination penalties.
- You will continue to receive one bill from Duke Energy each month.
- There will be no impact on the reliability of your electric service. Duke Energy will continue to respond to any service outages or emergencies.
- MidAmerican is recognized as an industry leader in customer satisfaction rankings.

If you do choose to opt out of the governmental aggregation program, you will continue to be served under the utility standard service offer until you choose an alternative supplier for your electric service. Customers switching back to Duke from an alternative supplier, may or may not be served under the same rates, terms and conditions that apply to other customers serviced by the electric utility.

Service Address  
123 MAIN ST  
CITY, ST ZIP

**OPT OUT FORM**  
(Return by June 11, 2017)  
Code: Hamilton-[SEQ#]



☐ I wish to opt out and **do not** want to participate in the electric governmental aggregation program.

Phone Number

Date

Name (Print)

Signature

## **Hamilton Township Governmental Aggregation Terms & Conditions of Electric Service Fixed Rate Program**

Hamilton Township, pursuant to the governmental aggregation authority conferred upon it by that certain referendum, which passed by a majority of the vote on November 8, 2011, selected MidAmerican Energy Services, LLC ("MidAmerican") to supply the aggregation and to administer enrollments as described below. You, the account holder (also referred to as "Customer") for the utility account ("Account") applicable to the service address referenced on the Opt Out Notice (the "Account") accompanying these terms and conditions, and MidAmerican agree to the following terms and conditions. Seller and Buyer (individually referred to as "Party" and collectively as "Parties") agree to the following Electricity Purchase and Sale Terms and Conditions ("Agreement"), as of June 11, 2017 (the "Effective Date"):

**Enrollment:** Enrollment is automatic for those who are eligible, but participation is voluntary. **IF YOU DO NOT WISH TO PARTICIPATE, YOU MUST OPT-OUT BY RETURNING THE ATTACHED OPT-OUT LETTER NO LATER THAN JUNE 11, 2017 OR BY CALLING OUR TOLL FREE NUMBER 800-342-3346.**

**Switching Notification:** Customer will receive written notification from the Electric Distribution Utility (EDU), Duke Energy, confirming the switch of your power and energy service to MidAmerican. The EDU may charge Customer a switching fee to switch Customer's electric service from the EDU to MidAmerican.

**Right to Rescission:** Customer has the right to terminate this Agreement without penalty, within seven (7) calendar days following the postmark date of the switching notification from the EDU. To rescind this Agreement, Customer may contact the EDU orally, electronically, or in writing using the contact information below. If Customer elects to opt-out of the government aggregation program, you will continue to be served by your EDU's standard service offer established pursuant to the section 4928.141 of the Ohio Revised Code unless you choose an alternate supplier of electricity.

**Price:** MidAmerican will arrange for delivery of 100% of Customer's electric supply service. Customer agrees to pay MidAmerican's fixed price per kilowatt hour of 5.18¢. MidAmerican's price includes all electric generation, transmission (if applicable) and ancillary service charges. The EDU will continue to deliver electricity to Customer. MidAmerican's price does not include EDU distribution and transmission (if applicable) charges, taxes or other fees for other services provided by and billed by the EDU. The customer will incur additional service and delivery charges from the EDU.

**Term:** This Agreement is effective upon acceptance by MidAmerican. Service will begin with the next available meter reading after processing of the request by the EDU and MidAmerican. Please reference your enrollment confirmation for the estimated start date. Service will end with the Customer's regularly scheduled meter read date in July 2020.

**Termination of Service:** If either party elects to terminate service after the rescission period, written notification must be provided to the other party at least 30 days prior to the cancellation date. Customer may elect another supplier or MidAmerican will return all accounts to EDU service on the next available meter read date. Customers returning to the EDU may or may not be served under the same rates, terms, and conditions that apply to other customers served by the EDU. No early termination fees apply. If Customer is participating in an affinity program that provides a donation to a defined organization, future payments to this organization will be adjusted to reflect the early termination. Customer will be given an opportunity to opt out of the government aggregation program at least every three years. Customer is responsible for arranging for electric supply service upon termination of this Agreement.

**Moving/Relocation:** If Customer relocates to another service address, either party maintains the right to terminate this Agreement without penalty.

**Eligibility:** This Agreement is applicable to residential and small commercial accounts designated as eligible for governmental aggregation service at the time of enrollment. Customer account(s) enrolled in the Percentage of Income Plan Program (PIPP) and small commercial customers with a peak demand over 100 kW are not eligible for this offer. MidAmerican reserves the right not to initiate service under this Agreement if, at MidAmerican's sole discretion, Customer is ineligible for this offer.

**Security Deposit:** Customer will not be required by MidAmerican to submit a security deposit under this Agreement.

**Billing and Payment:** Customer will continue to receive a single bill from the EDU each month that will include charges from MidAmerican. Payment will be due in full on the due date listed on the invoice. Late payments will be subject to the EDU billing practices and procedures. MidAmerican may terminate this agreement with at least a fourteen (14) day written notice should the Customer fail to pay a bill or fail to meet any agreed-upon payment arrangements. Failure to timely pay all applicable EDU charges to the EDU may result in disconnection of service. Customer may request from MidAmerican, twice within a twelve month period, up to twenty-four (24) months of customer's payment history without charge. MidAmerican does not offer a budget billing option for generation services.

*MidAmerican Energy Services, LLC is a licensed retail electric supplier/provider in Delaware (Order 8809), Illinois (15-0440), Maryland (IR-3548) Michigan (Case U-17888), New Jersey (ESL-0184), Pennsylvania (A-2015-2496354), Ohio (15-1001E), Texas (10233) and Washington D.C. (Order 17996).*

**Non-Recurring Charges:** Customer also agrees to pay for potential non-recurring charges, if applicable. Non-recurring EDU charges may include move-in, disconnect/reconnect or special meter read request fees.

**Customer Information:** MidAmerican is prohibited from disclosing Customer's social security number and/or account number(s) without the customer's consent except for MidAmerican's 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 Competitive Retail Electric Service (CRES) provider.

**Independent Seller:** MidAmerican is an independent seller of power and energy service and is certified by the Public Utilities Commission of Ohio. MidAmerican is not representing or acting on behalf of the electric EDU or consumer groups.

**Outages, Service Calls, Emergencies:** The EDU remains responsible for the delivery of power and energy to your home or business and will continue to respond to any service calls or emergencies. Switching to a retail supplier will not impact the reliability of your electric service in any way.

**Unexpected Catastrophe:** If a party is unable to perform under this Agreement because of circumstances not reasonably within its control, including suspension, curtailment or service disruption, acts of God, breakage of generation or transmission and delivery facilities or weather disasters, it will provide notice to the other party, and the parties' performance is excused for the catastrophe's duration.

**Limitation of Liability:** The EDU continues to provide delivery services under this Agreement; therefore, MidAmerican will not be liable for any injury, loss, claim, expense, liability or damage resulting from failure by the EDU or transmission provider. MidAmerican is also not liable for any injury, loss or damage resulting from interruption, insufficiency or irregularities of service. In no event will either party be liable to the other party or to any third-party, for any special, incidental, indirect, consequential, punitive or exemplary damages or for any damages of a similar nature arising out of or in connection with this Agreement.

**Environmental Disclosure:** MidAmerican's electricity supply may be purchased from any number of sources. MidAmerican is not purporting to sell power from a specific source, e.g. renewable fuels. Data concerning the generation resource mix and environmental characteristics of MidAmerican's electricity products is included with Customer's contract documents and will be made available periodically with our invoices and is available upon request.

**Contract Information/Dispute Resolution:** All inquiries, questions, complaints or disputes about the supply portion of your energy bill may be directed to MidAmerican Energy Services, LLC, P.O. Box 4290, Davenport, IA, 52808 or by phone at (800) 342-3346 between the hours of 8:00 a.m. and 6:00 p.m. (Eastern Time), Monday-Friday. MidAmerican's website is [www.midamericanenergyservices.com](http://www.midamericanenergyservices.com). 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>. The Ohio consumers' counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.pickocc.org>.

**EDU Contact Information:**

EDU	Contact Information	EDU	Contact Information
AEP Ohio	1-800-672-2231	Toledo Edison	1-800-447-3333
Duke Energy	1-800-544-6900	Illuminating Company	1-800-589-3101
Ohio Edison	1-800-633-4766	Dayton Power & Light	1-877-468-8243

**Miscellaneous:** This agreement replaces in its entirety any prior agreement currently in effect between Customer and MidAmerican, relating to Customer's properties identified on the Enrollment & Authorization Form, effective with Customer's beginning meter read. Both parties agree that the laws of the State of Ohio shall govern this Agreement. Customer cannot assign this Agreement. If there is a change in law, regulation or applicable tariffs or regulatory interpretation thereof that affects MidAmerican's provision of service to Customer, either party has the right to terminate this Agreement with 30 days written notice. This Agreement is a forward contract under applicable bankruptcy laws. **To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this Agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.**

MidAmerican Energy Services, LLC		Ohio Environmental Disclosure Information MidAmerican Energy Services, LLC Projected Data for the 2016 Calendar Year Actual Data for the Period 1/1/2016 to 12/31/2016																																	
Generation Resource Mix - A comparison between the sources of generation projected to be used to generate this product and the actual resources used during this period.	<div><div><p>Projected</p><table><tr><td>Oil</td><td>0.5%</td></tr><tr><td>Biomass</td><td>0.5%</td></tr><tr><td>Other Sources</td><td>0.5%</td></tr><tr><td>Wind</td><td>2.0%</td></tr><tr><td>Coal</td><td>41.0%</td></tr><tr><td>Nuclear</td><td>35.0%</td></tr><tr><td>Natural Gas</td><td>19.5%</td></tr><tr><td>Hydro</td><td>1.0%</td></tr></table></div><div><p>Actual</p><table><tr><td>Biomass</td><td>0.5%</td></tr><tr><td>Other Sources</td><td>0.5%</td></tr><tr><td>Wind</td><td>1.5%</td></tr><tr><td>Coal</td><td>36.0%</td></tr><tr><td>Nuclear</td><td>33.0%</td></tr><tr><td>Natural Gas</td><td>28.0%</td></tr><tr><td>Hydro</td><td>0.5%</td></tr><tr><td>Oil</td><td>0.0%</td></tr></table></div></div>			Oil	0.5%	Biomass	0.5%	Other Sources	0.5%	Wind	2.0%	Coal	41.0%	Nuclear	35.0%	Natural Gas	19.5%	Hydro	1.0%	Biomass	0.5%	Other Sources	0.5%	Wind	1.5%	Coal	36.0%	Nuclear	33.0%	Natural Gas	28.0%	Hydro	0.5%	Oil	0.0%
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Environmental Characteristics - A description of the characteristics associated with each possible generation resource.	<table><tr><td>Biomass Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Coal Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Hydro Power</td><td>Wildlife Impacts</td></tr><tr><td>Natural Gas Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Nuclear Power</td><td>Radioactive Waste</td></tr><tr><td>Oil Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Other Sources</td><td>Unknown Impacts</td></tr><tr><td>Solar Power</td><td>No Significant Impacts</td></tr><tr><td>Unknown Purchased Resources</td><td>Unknown Impacts</td></tr><tr><td>Wind Power</td><td>Wildlife Impacts</td></tr></table>			Biomass Power	Air Emissions and Solid Waste	Coal Power	Air Emissions and Solid Waste	Hydro Power	Wildlife Impacts	Natural Gas Power	Air Emissions and Solid Waste	Nuclear Power	Radioactive Waste	Oil Power	Air Emissions and Solid Waste	Other Sources	Unknown Impacts	Solar Power	No Significant Impacts	Unknown Purchased Resources	Unknown Impacts	Wind Power	Wildlife Impacts												
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Air Emissions - Product-specific projected and actual air emissions for this period compared to the regional average air emissions.	<div><div><p>■ Projected    □ Actual    Regional</p><table><tr><td>Carbon Dioxide</td><td>Projected</td><td>Actual</td><td>Regional</td></tr><tr><td>Sulfur Dioxide</td><td>Projected</td><td>Actual</td><td>Regional</td></tr><tr><td>Nitrogen Oxides</td><td>Projected</td><td>Actual</td><td>Regional</td></tr></table></div><div><table><tr><th>Type</th><th>Projected Quantity</th><th>Actual Quantity</th></tr><tr><td>High-Level Radioactive Waste (Lbs/1,000 kWh)</td><td>unknown</td><td>unknown</td></tr><tr><td>Low-Level Radioactive Waste (Cu. Ft/1,000 kWh)</td><td>unknown</td><td>unknown</td></tr></table></div><div><p>Note: The generation of this product involves the use of zero percent projected and zero percent actual of Unknown Purchased Resources. The air emissions and radioactive waste associated with these unknown resources are not included in these charts.</p></div></div>			Carbon Dioxide	Projected	Actual	Regional	Sulfur Dioxide	Projected	Actual	Regional	Nitrogen Oxides	Projected	Actual	Regional	Type	Projected Quantity	Actual Quantity	High-Level Radioactive Waste (Lbs/1,000 kWh)	unknown	unknown	Low-Level Radioactive Waste (Cu. Ft/1,000 kWh)	unknown	unknown											
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With in-depth analysis, the environmental characteristics of any form of electric generation will reveal benefits as well as costs. For further information, contact MidAmerican Energy Services, LLC at <a href="http://www.midamericanenergyservices.com">www.midamericanenergyservices.com</a> or by phone at 1-800-432-8574.																																			

3/9/2017

# Hamilton Township

## Fixed-Rate Program

### Frequently Asked Questions

Question	Answer
What is a governmental aggregation?	Governmental aggregation provides local officials the option of shopping for a qualified retail electric supplier on behalf of residential and small commercial customers. Voters in the community must pass a referendum giving the local officials the authority to run an “opt out” governmental aggregation.
I’m already a member of the program/governmental aggregation, why did I receive this letter?	Members of your community’s governmental aggregation program are given the opportunity to opt out every three years at no charge. Your current agreement will expire with your July 2017 meter read date and you may elect to opt out now or continue on the program with MidAmerican Energy Services as your supplier at a lower rate of 5.18¢/kWh through July 2020.
What is an “opt-out” aggregation?	An “opt-out” aggregation automatically includes all eligible residential and small commercial customers. Participation is voluntary and you may opt out of the program by returning the enclosed form or contacting MidAmerican’s customer service department.
How do I participate in the governmental aggregation?	Your home or small business will be automatically included in the governmental aggregation; no action is required on your behalf to participate.
Is the price fixed for the term of the agreement?	Yes, MidAmerican’s fixed-rate offer locks the price of supply through the term of the agreement. Distribution charges and taxes will continue to be billed by Duke Energy.
Will I receive just one bill?	Yes, you will receive one bill from Duke Energy each month with MidAmerican’s charges included. Approximately 30 days after the switch date, MidAmerican’s fixed-rate price will apply to your electric supply services.
Is budget or summary billing available?	Your budget or summary billing elections with Duke Energy will continue to remain in place. MidAmerican does not offer a budget billing option for generation services.
What is the term of the agreement?	The term of the contract will begin upon successful enrollment with Duke Energy on or after your July 2017 meter read date. The fixed price will remain in effect until your July 2020 meter read date unless terminated by you or MidAmerican per the terms of the agreement.
Are there any early termination fees?	You may cancel at any time without penalty. Contact MidAmerican customer service department at 800-342-3346, Monday-Friday, 8 a.m. - 6 p.m. Eastern Time or by email at <a href="mailto:support@midamericanenergyservices.com">support@midamericanenergyservices.com</a> .
Who do I call if there is an outage or emergency?	Duke Energy remains responsible for the delivery of power and energy to your home or business and will continue to respond to any service calls or emergencies. Switching to a retail supplier will not impact the reliability of your electric service in any way.
How does deregulation work?	Deregulation allows you to choose your electric supplier from a list of certified companies. Your supplier will provide the actual energy and Duke Energy continues to deliver the energy to your home, read your meter and respond to emergencies or service outages.
Who is MidAmerican Energy Services?	MidAmerican is a certified retail electric supplier in Ohio. MidAmerican provides retail electric service to over 50,000 customers in deregulated markets across the country and is consistently recognized as an industry leader in service and customer satisfaction.
How long has MidAmerican served customers?	MidAmerican has served customers in deregulated energy markets since 1999 (previously as MidAmerican Energy Company).
Contact Information:	Customer Service: 800-342-3346 M-F 8 a.m. - 6 p.m. (Eastern Time) Website: <a href="http://www.midamericanenergyservices.com">www.midamericanenergyservices.com</a> Email: <a href="mailto:support@midamericanenergyservices.com">support@midamericanenergyservices.com</a> Fax: (866) 890-0370

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

**Commission of Ohio Docketing Information System on**

**5/8/2017 11:56:13 AM**

**in**

**Case No(s). 12-1060-EL-GAG**

Summary: Opt-Out Notice to be sent to current and newly eligible customers in Hamilton Township's electric aggregation program. electronically filed by MARK R BURNS on behalf of Hamilton Township