

January 24, 2018

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 Plain Township (Case Number 11-5962-EL-GAG).**

Attached please find a copy of the opt-out notice being sent to current residential accounts in the Plain Township electric aggregation program who were inadvertently omitted from the original mailing. Please file this under Case number 11-5962-EL-GAG.

The original letters were mailed on January 12, 2018 and the opt-out period was scheduled to end on February 3, 2018. MidAmerican Energy is the supplier to the program and the local utility company is AEP/Ohio Power.

Independent Energy Consultants, Inc. is providing aggregation consulting services to Plain 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 Plain Township's Governmental Aggregation Electricity Program

February 1, 2018

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

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

Dear Plain 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, Plain Township has chosen MidAmerican Energy Services to be the Program's new supplier.

**You may have inadvertently received a solicitation around this program a few weeks ago inviting you to proactively join. That letter was mailed accidentally and should be ignored in favor of this notice. As a member of this aggregation, you will automatically receive a price of 5.22¢ per kilowatt-hour (kWh) for your electric supply from March 2018 – March 2021!**

Once you are enrolled, AEP Ohio 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 March 2018.

### Opt-Out Information

You are not obligated to participate in Plain Township's electric aggregation program. If you do not want to participate in this program, you have until February 22, 2018 to notify MidAmerican by one of the options below:

1. Mail the opt-out form below in the enclosed posted-paid envelope.
2. Call MidAmerican toll-free at 800-342-3346.
3. Email MidAmerican at [support@midamericanenergyservices.com](mailto:support@midamericanenergyservices.com).

**To participate in Plain 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,  
Plain Township Local Officials

### Program Information

|             |                         |
|-------------|-------------------------|
| Fixed Rate: | 5.22¢                   |
| Term:       | March 2018 – March 2021 |

### Important facts...

- 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 AEP Ohio each month.
- There will be no impact on the reliability of your electric service. AEP Ohio 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 AEP Ohio 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  
[SERVICE ADDRESS]  
[CITY], [ST] [ZIP]

**OPT OUT FORM**  
(Return by February 22, 2018)  
Mailer ID: Plain-[SEQ#]



**MidAmerican**  
ENERGY SERVICES, LLC  
A Berkshire Hathaway Energy Company

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

Phone Number

Date

Name (Print)

Signature

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

Plain 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 February 23, 2018 (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 FEBRUARY 22, 2018 OR BY CALLING OUR TOLL FREE NUMBER 800-342-3346.**

**Switching Notification:** Customer will receive written notification from the Electric Distribution Utility (EDU), AEP Ohio, 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 5.22¢. 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 March 2021.

**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 200 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.

**Non-Recurring Charges:** Customer also agrees to pay for potential non-recurring charges, if applicable. Examples of non-recurring charges include the following: late payment fee of 1.5% of the total invoice amount will be applied if payment is not received by the due date. A \$25 service fee is applied for returned checks or non-sufficient funds. Any non-recurring charge by the EDU will also be passed through directly on the monthly invoice. Non-recurring EDU charges may include move-in, disconnect/reconnect or special meter read request fees.



**Change in Law or Regulation:** In the event that any new, or any change in any existing, statute, rule, regulation, order or other law, or procedure, tariff, rate class or other process or charge, promulgated by any governmental authority or EDU, Independent System Operator, RTO or other regulated service provider, alters to the detriment of MidAmerican its costs to perform or its economic returns under this Agreement (a "Change in Law or Regulation"), then MidAmerican shall provide written notice requesting Customer's affirmative consent and agreement, describing the Change in Law or Regulation, the resulting price revisions, and the future date upon which such revised pricing is requested to be effective (a "Price Revision Request"). Customer then shall be able to affirmatively consent and agree to such Price Revision Request, and if such Customer agrees, such Customer shall 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, Customer does not affirmatively consent and agree to the Price Revision Request within thirty (30) calendar days, the retail electric service agreement with respect to Customer shall automatically terminate without penalty or further obligation (but Customer shall remain responsible to pay MidAmerican for any electricity supply used before Customer's retail electric service agreement is terminated, as well as any late fees). Such termination will be effective on the next available drop date as established by the EDU.

**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      |

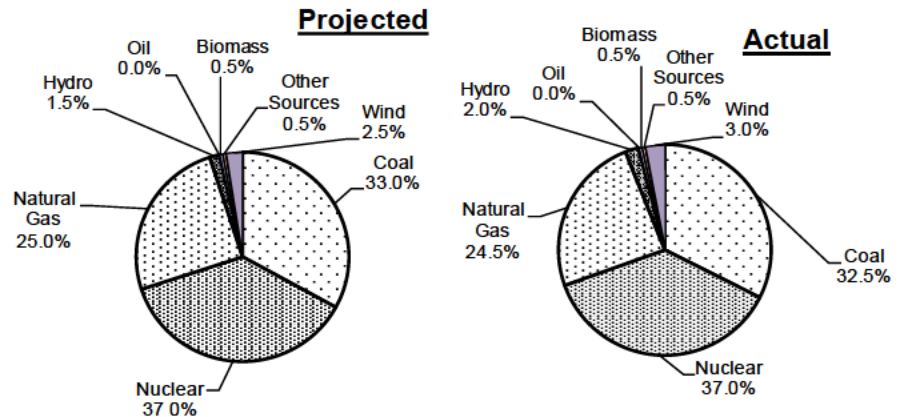
**Miscellaneous:** This agreement replaces in its entirety any prior agreement currently in effect between Customer and MidAmerican, relating to Customer's properties identified on the Enrollment & Authorization Form, effective with Customer's beginning meter read. Both parties agree that the laws of 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 2017 Calendar Year Actual Data for the Period 1/1/2017 to 6/30/2017

### 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.



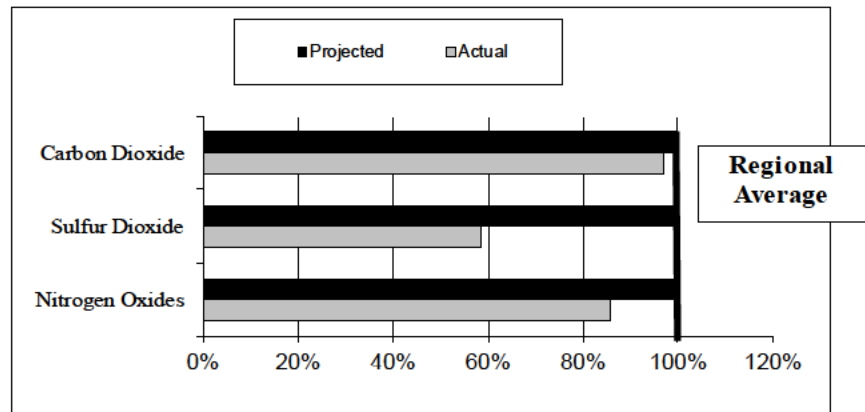
### Environmental Characteristics -

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

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

### Air Emissions -

Product-specific projected and actual air emissions for this period compared to the regional average air emissions.



### Radioactive Waste -

Product-specific projected and actual radioactive waste for this period.

| 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         |

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.

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 [www.midamericanenergyservices.com](http://www.midamericanenergyservices.com) or by phone at 1-800-432-8574.

9/20/2017

# Plain 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 March 2018 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 5.22¢/kWh through March 2021. |
| 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 AEP Ohio.                                                                                                                                                                                                  |
| Will I receive just one bill?                                                                | Yes, you will receive one bill from AEP Ohio 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 AEP Ohio 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 AEP Ohio on or after your March 2018 meter read date. The fixed price will remain in effect until your March 2021 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?                                            | AEP Ohio 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 AEP Ohio 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)<br>Website: <a href="http://www.midamericanenergyservices.com">www.midamericanenergyservices.com</a><br>Email: <a href="mailto:support@midamericanenergyservices.com">support@midamericanenergyservices.com</a><br>Fax: (866) 890-0370                                                                 |

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

**Commission of Ohio Docketing Information System on**

**1/24/2018 1:48:44 PM**

**in**

**Case No(s). 11-5962-EL-GAG**

Summary: Opt-Out Notice to be sent to current participants in the City's Electric Aggregation Program electronically filed by MARK R BURNS on behalf of PLAIN TOWNSHIP