



February 13, 2018

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

**Case No. 13-2024-EL-GAG**

**RE: Opt out Letter(s) — Berlin Township, Delaware County, OH.**

Berlin Township is pleased to submit its final copy of Opt-out letter(s) to be sent to all eligible customers on or about February 23<sup>rd</sup>, 2018 with the response deadline March 16<sup>th</sup>, 2018.

Material provided for review:

- Residential and Business Opt-out letter

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

Sincerely,

Scott R. Belcastro  
Principal  
614.425.4885  
scott@electricsuppliers.org

Enclosure

Berlin Township  
Electric Governmental Aggregation  
Program



February 23<sup>rd</sup>, 2018

Dear Berlin Township Residents and Businesses,

Berlin Township is providing you the opportunity to participate with other residents and businesses in an opt-out Electric Aggregation Program, with Capital Energy as your provider.

Under Governmental Aggregation, Berlin Township Trustees act on behalf of electric consumers to negotiate an electric supply contract with an eligible service provider. Both Berlin Township and eligible retail electric providers have to be certified by the Public Utilities Commission of Ohio. Berlin Township passed an ordinance to adopt the program after Township voters approved its implementation on May 7th, 2013. The Aggregation Program for Berlin Township will begin within one to two billing periods, following your inclusion as a participant in the Township's program and end with your April 2021 meter read.

**Under this Aggregation Program, eligible residents and small businesses will pay a fixed rate per kWh through the April 2021 meter read.** These rates will decrease each year, as detailed below:

- Year 1 (12 months starting with the April 2018 meter read) – 5.499 ¢/kWh
- Year 2 (12 months starting with the April 2019 meter read) – 5.299 ¢/kWh
- Year 3 (12 months starting with the April 2020 meter read) – 5.149 ¢/kWh

There is no cost for the enrollment and you will not be charged a switching fee. Capital Energy's price applies to the generation service portion of your bill. **If you are ever unhappy with your service or rate from Capital Energy, you may cancel free of charge at any time** and return to AEP Ohio at a rate and terms that may or may not be the same as what other AEP Ohio customers pay.

If you are not currently an active participant in Berlin Township's Electric Aggregation Program, AEP Ohio will send a letter confirming your acceptance of Capital Energy as your electric provider. As required by law, this letter will inform you of your option to cancel your enrollment with Capital Energy within seven (7) calendar days of its postmark date. To remain in the Township's Governmental Aggregation Program, simply ignore this letter as you do not need to take any action when this letter arrives. You will be automatically enrolled. If you are an active participant in Berlin Township's current Electric Aggregation Program with Capital Energy you will not receive a letter from AEP Ohio and your rate will automatically be updated.

If you do not wish to participate, you must opt-out no later than **March 16<sup>th</sup>, 2018**. You can do this by completing and returning the opt out form below or calling us toll-free at **(844) 294-4504**.

Under this Aggregation, AEP Ohio will continue to maintain the wires system that delivers power to your home or business. You will still contact AEP Ohio regarding loss of power service or for any other concerns or issues having to do with your electric service. You will continue to receive a single bill from AEP Ohio for your electric service which will include the fixed Capital Energy rate.

If you have any questions or if you would like to opt-out, please call Capital Energy toll free at **(844) 294-4504**, Monday through Friday, 8:00 a.m. to 6:00 p.m. Frequently Asked Questions are located on the back of this letter.

Regards,

*Berlin Township*  
✂

*Capital Energy*

*Opt-Out Form: To be executed and returned **only** if you do not wish to participate in Berlin Township's Aggregation Program. Be sure to respond by **March 16<sup>th</sup>, 2018** if you choose not to participate.*

Mailing Address:  
Mail Merge Name  
Mail Merge Address  
Mail Merge City ST ZIP

Service Address:  
Mail Merge Name  
Mail Merge Address  
Mail Merge City ST ZIP

☐ I wish to opt -out of the Berlin Township Electric Aggregation Program.  
<<account number>>

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_



P.O. Box 1498  
Westerville, OH 43086

844-294-4504

Info@Capital.Energy

www.Capital.Energy

## Electric Aggregation Program – Frequently Asked Questions

### What is Governmental Aggregation of electricity?

Ohio's laws allow for communities - such as townships, cities, villages and counties - to form aggregated buying groups on behalf of their citizens. Savings are made possible through Governmental Aggregation, where community officials bring together residential and small commercial customers to gain group buying power for the purchase of electricity from a Certified Retail Electric Service Provider.

### How is Berlin Township able to choose a Certified Electric Generation Provider on my behalf?

On May 7th, 2013 Berlin Township residents voted to allow the Township Trustees to contract for an electric generation supplier on their behalf. The Township selected Capital.Energy as the exclusive supplier for its Electric Aggregation Program, through the April 2021 meter read.

### Who is Capital.Energy?

Capital.Energy is a certified Competitive Retail Electric Service (CRES) provider certified by the PUCO, with an office located in the Central Ohio suburb of Westerville. Capital.Energy's focus has and will always be on customer support and doing the right thing for our customers. Capital.Energy sells electricity supply to customers at market based prices rather than regulated rates offered by your local utility.

### If I join Berlin Township's Electric Aggregation Program, who will deliver my power, read my meter and respond to emergencies, such as power outages?

AEP Ohio will be responsible for the delivery of power to your home or business. Since AEP Ohio still owns the wires and poles that deliver power to you, they will continue to read your meter and restore power after an outage.

### What do I need to do to be included in the Aggregation Program?

You do not need to do anything to receive the pricing offered under this program. You may choose to remain part of the Aggregation Program and begin receiving the negotiated rates simply by not returning the opt-out form.

### What if I don't want to participate?

Since all eligible residential and small commercial customers are automatically enrolled in the Governmental Aggregation Program, those customers who do not want to participate are given the opportunity to opt-out. By calling (844) 294-4504, emailing [Info@Capital.Energy](mailto:Info@Capital.Energy) or mailing in the opt-out form by the due date, you can choose not to be enrolled as an electric generation service customer of the community's chosen Electric Service Provider.

### How will billing be handled?

You will receive one bill from AEP Ohio (the utility) that contains your charges for distribution and maintenance service from the utility as well as Capital.Energy's charges for generation service.

### Does Capital.Energy offer Budget Billing?

Yes. Budget Billing is available to all aggregation customers of Capital.Energy. Budget Billing provides a way for customers to pay the same amount each month for generation services, but over time you must still pay for all of your usage. The budget amount is based on a projection of your energy usage for the remaining term of the Electric Aggregation Program calculated using your past 12 months' usage, where available, plus a small adder in order to minimize future true-ups. The overall balance will be displayed on your bill each month and will be true'd up in the last month of the Aggregation Program unless you request an update based upon a large disparity between the amount charged and your actual usage.

Capital.Energy will also review your bill periodically and discuss any necessary adjustments with you in order to better align the budget bill amount with your actual usage. If you need more information about your individual situation, please call Capital.Energy's toll free number, (844) 294-4504.

### Can I still have my payment automatically deducted from my checking account as I do now?

Yes. How you pay your electric bill will not change.

### If I opt out initially, can I choose to join the program at a later date?

Yes, you may call Capital.Energy to join the program at a later date; however, the rate may not be the same as at the outset of the program.

### What happens at the end of the program?

As the program draws to a close, the Township can choose to seek bids from electric supply providers in order to negotiate a new contract on behalf of eligible residents and businesses. Eligible customers will again receive a letter in the mail notifying them of the new Terms and Conditions and will be given the opportunity to opt out at no charge.

### Who do I call if I have a problem with my electric service?

If you have an outage, see fallen power lines, or require emergency repairs, you will continue to contact AEP Ohio at 1-800-277-2177.

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

If you have any questions, please call Capital.Energy toll free at (844) 294-4504.

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



Unless you affirmatively "opt-out" you will be automatically enrolled if you: a) have an eligible residence or business located in the specified community; b) are not enrolled in the PIPP program and c) are not enrolled with another retail electric provider. Participation in the program is subject to the included Terms & Conditions and the Agreement between the community and Capital.Energy. Capital.Energy's rate excludes taxes, utility distribution and transmission charges and other utility charges and fees. **You may terminate your agreement at any time without penalty.** For more information, call toll free 1-844-294-4504, email [Info@Capital.Energy](mailto:Info@Capital.Energy), write to: Capital.Energy, PO Box 1498, Westerville, OH 43086, or visit [www.Capital.Energy](http://www.Capital.Energy)



If you have any additional questions, please contact the Capital.Energy Customer Support Team toll free at 1-844-294-4504, Monday – Friday from 8 am to 6 pm.



P.O. Box 1498  
Westerville, OH 43086

844-294-4504

[Info@Capital.Energy](mailto:Info@Capital.Energy)

[www.Capital.Energy](http://www.Capital.Energy)





**Retail Electric Service Agreement  
Terms and Conditions under Aggregation Program**

**AGGREGATION PROGRAM:** THE PARTIES HAVE ENTERED INTO AGREEMENT IN ACCORDANCE WITH THE AGGREGATION PROGRAM ESTABLISHED PURSUANT TO SECTION 4928.20 OF THE OHIO REVISED CODE (THE "PROGRAM"), WHEREBY CAPITAL ENERGY LLC, D.B.A. CAPITAL ENERGY ("C.E") WILL PROVIDE THE ELECTRIC SUPPLY SERVICE TO THE RESIDENTIAL INHABITANTS AND SMALL COMMERCIAL INHABITANTS WHO DO NOT OPT-OUT OF THE PROGRAM.

**General:** These Terms and Conditions are Customer's agreement ("Agreement") for electric Generation Service with C.E under the Program. Customer should keep a copy of the Agreement in its records. C.E is certified by the Public Utilities Commission of Ohio ("PUCO") to offer and supply Generation Service in Ohio. As a Competitive Retail Electric Service provider, C.E will supply the electric Generation Service to Customer's Utility, based on Customer's usage. Customer's Utility then distributes the electricity to Customer's residence or place of business. Distribution Service will remain with Customer's current Utility, which is regulated by the PUCO.

**Contact Information:** Capital Energy, P.O. Box 1498, Westerville, Ohio 43086, [www.Capital.Energy](http://www.Capital.Energy), 844-294-4504 or 614-540-2422, 8:00 a.m. to 6:00 p.m. E.T. M-F.

**Definitions:**

- "Competitive Retail Electric Service" or "CRES" provider means, as defined by Chapter 4901:1-21 of the Ohio Administrative Code, an entity that sells electric energy to retail customers in Ohio.
- "Distribution Service" means the physical delivery of electricity to customers by the Utility.
- "Utility" means the electric distribution utility serving Customer.
- "Generation-Related Charges" means those charges or costs associated with the production, procurement, and supply of electricity.
- "Generation Service" means the production of electricity.
- "Residential Customer" means, as defined by Chapter 4901:1-21 of the Ohio Administrative Code, a customer of competitive retail electric service for residential purposes.
- "Small Commercial Customer" means, as defined by Chapter 4901:1-21 of the Ohio Administrative Code and Section 4928.01(A) (9) of the Ohio Revised Code, a customer that is not a mercantile commercial customer (a mercantile customer is a commercial or industrial customer that consumes electricity for nonresidential purposes but the consumption is not more than 700,000 kilowatt-hours per year or is not part of a national account involving multiple facilities in one or more states).
- "Customer" means either a Residential Customer or Small Commercial Customer.
- "Transmission Service" means the moving of high-voltage electricity from a generation facility to the distribution lines of a Utility.

**Terms and Conditions of Service:**

**1. Eligibility:** Customer accounts that are on Utility's residential or small commercial service and are not enrolled in energy assistance or the Percentage of Income Plan Program ("PIPP") or a credit arrearage program administered by the Utility are eligible for this offer from C.E. If Customer becomes approved for energy assistance, the PIPP, or the Utility's arrearage crediting program while taking service under the Agreement, Customer must advise C.E and the Utility in writing in order to be switched to the Utility's standard offer service after the next meter read date. All electric service offers are subject to credit approval and shall not become a final offer until C.E has approved the creditworthiness of Customer. Customer agrees that C.E may check Customer's credit with consumer credit reporting agencies and determine if Customer's credit standing is satisfactory before accepting Customer into the Program. C.E reserves the right to refuse enrollment to any

Customer with an outstanding, unpaid electric bill. C.E will not require payment of any balance due another CRES provider as a condition of establishing credit or for providing service under the Agreement. C.E may establish a Customer's creditworthiness by credit check, a reasonable and nondiscriminatory cash deposit, a guarantor, or other legally accepted practices. If C.E accepts a deposit, the deposit will not exceed 130% of the estimated monthly charge for service under the Agreement for the ensuing one year. If C.E requires a guarantor, it will require that the guarantor meets creditworthiness criteria and will require the guarantor to sign a written guarantor agreement.

**2. Opt-Out/Rescission:** Customer has the right to opt-out of the Program within at least twenty-one calendar days from the postmark date of the notice accompanying these Terms and Conditions by following the instructions in the notice. If Customer does not opt out and is initially accepted to receive electric Generation Service from C.E under the Program, Customer will receive a confirmation notice from Customer's Utility. Customer has the right to rescind Customer's enrollment without penalty within seven calendar days following the postmark date of the confirmation letter by contacting the Utility and following the instructions in the confirmation notice. Customer's right to rescind only applies when Customer initially switches to C.E under the Program. If Customer chooses to rescind enrollment within the seven-day rescission period, C.E will return any deposit Customer paid in order to obtain service under the Agreement.

**3. Basic Service Price:** During the term of the Agreement, Customer agrees to pay C.E the price per kWh set forth in the opt-out notice accompanying these Terms and Conditions ("Program Rate") for the combination of Generation Service and Generation-Related Charges from C.E. In addition to C.E's charges, Customer will be charged by the Utility for Distribution Service, Transmission Service and various other wires and utility charges. If a broker has been involved with this offer, the Program Rate accounts for any fee paid by C.E to the broker.

- **Metering/Equipment Costs:** Customer is solely responsible for the cost of installing and maintaining all metering at its service location(s), and shall bear all costs for any additional metering or equipment required by its Utility or requested by Customer.
- **Other Price-Related Information:** Under the Agreement, C.E does not offer an adjustment to the Program Rate or provide credits to Customer for net-metering if the Customer has on-site generation facilities (e.g., solar panels) and Customer directs that electricity into the Utility's distribution and transmission systems. In addition to C.E's charges, Customer will be charged by Customer's Utility for Distribution Service, Transmission Service and various other wires and utility charges.

**4. Length of Agreement:** Customer's service from C.E will commence on the next available meter reading following the seven-day rescission period (when applicable), the acceptance of the enrollment request by C.E (at its discretion and consistent with Paragraph 8 below), and the processing of the enrollment by Customer's Utility. Unless otherwise terminated, Customer's service will continue through the last meter read date in the last month of the Program's term.

**5. Billing, Refund of Deposits, and Release of Guarantors:** Customer will continue to receive a single monthly bill from Customer's Utility that will contain both Customer's Utility and C.E charges. The amount of electricity usage will continue to be measured or estimated by the Utility. Customer agrees to pay the bills in accordance with the Utility's billing and payment terms. C.E reserves the right to unilaterally modify this billing format in the event the Utility is unable or unwilling to provide consolidated billing in this format or changes the calculation of the Price to Compare. C.E does offer budget billing, please use the contact information provided above for more information. If Customer does not pay Customer's bill by the due date or if Customer fails to meet any agreed-upon payment arrangements, C.E may cancel the Agreement after giving Customer a minimum of 14 days' advance written notice. Upon cancellation, Customer will be returned to Customer's Utility as a customer. Customer will remain responsible to pay C.E for any electricity used before the Agreement is cancelled, as well as any late payment charges. Further, Customer's failure to pay Utility charges may result in Customer's electric service being disconnected in accordance with the Utility's tariff and PUCO rules. No interest will accrue to a Customer on any deposit. C.E will review each account holding a deposit or guarantor agreement every 12 months and promptly will refund the deposit or release the guarantor if all of the following have occurred: (a) Customer paid Customer's bills for service under the Agreement for 12 consecutive months without having services terminated for nonpayment; (b) Customer has not had more than two occasions in the preceding 12 months on which Customer's bills for service under the Agreement were not paid by the due date; and (c) Customer is not delinquent in the payment of Customer's bills for service under the Agreement at the time of the review. C.E will notify the guarantor within 30 days of its determination to release the guarantor from further responsibility for the account. C.E may apply some or all



of a Customer's deposit to any unpaid bill.

**6. Penalties, Fees, and Exceptions:** Customer's Utility may charge switching fees; these will not be passed through to Customer. If Customer does not pay the full amount owed C.E. by the due date on each bill, C.E. may charge 1.5% of the outstanding amount per month, or the maximum legally allowable interest rate, whichever is lower, until such payment is received by C.E. C.E. reserves the right to require adequate assurances from Customer in the form of prepayment or another form of financial assurance in the event a Customer has failed to make payments in accordance with the terms herein. Customers required to provide financial assurance will be required to post that assurance within three business days of notice.

**7. Cancellation/Termination:** If the Agreement is not rescinded during the rescission period (when applicable), Customer's enrollment will be sent to Customer's Utility. Thereafter, Customer can terminate the Agreement, without penalty, if Customer moves out of the Program area or the Utility area, or moves into an area where C.E. charges a different price, by giving C.E. not less than 30 days' notice, whether written or verbal. A transfer of service from one Customer location to another within the Program area and within the Utility area does not prompt a refund of any deposit given. Any failure to pay Customer's bill shall be deemed a breach of the Agreement permitting C.E. to terminate the Agreement upon 14 day's advance written notice. Customer will remain responsible to pay C.E. for any electricity used before the Agreement is terminated, as well as any late payment charges. Customer's failure to pay Utility charges may result in Customer's electric service being disconnected in accordance with the Utility's tariff and PUCO rules. In the event of a breach by one party, the other party may in its sole discretion terminate the Agreement upon written notice to the defaulting party as soon as such termination is permitted consistent with applicable Ohio laws, rules, orders, and tariffs. There will be no charge for the termination or breach of the Agreement for any reason. Should Customer cancel service with C.E. and return to the standard service offer with Customer's Utility, Customer may or may not be served under the same rates, terms, and conditions that apply to other Utility customers. Should Customer cancel service with C.E. or the Agreement is terminated, C.E. will apply any deposit to the final bill. C.E. will promptly refund any remaining deposit thereafter. For any remaining overdue balances, C.E. may pursue collection actions against Customer and any guarantor.

**8. Customer Consent and Information Release:** By choosing to accept this offer from C.E., Customer understands and agrees to the terms and conditions of the Agreement with C.E. Customer authorizes C.E. to obtain information from the Utility that includes but is not limited to billing history, payment history, historical and future electricity usage, meter readings, and characteristics of electricity service. C.E. reserves the sole right to check Customer's credit with consumer credit reporting agencies and determine if Customer's credit standing is satisfactory before accepting Customer into the Program. The Agreement shall be considered executed by C.E. following acceptance of Customer in the Program, the end of the seven-day rescission period (when applicable), and the subsequent processing of the enrollment by Customer's Utility.

**9. Dispute Resolution:** C.E. is committed to customer satisfaction. Contact C.E. with any questions concerning the terms of service by phone at 844-294-4504, M-F 8:00 a.m. to 6:00 p.m., or in writing at P.O. Box 1498, Westerville, Ohio 43086. Our web address is [www.Capital.Energy](http://www.Capital.Energy). If your complaint is not resolved after you have contacted C.E. and called your 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) or TTY at 1-800-686-1570 (toll-free) from 8:00 a.m. to 5:00 p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). 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 8:00 a.m. to 5:00 p.m. weekdays, or at <http://www.pickocc.org>.

**10. Miscellaneous:**

- Customer has the right to request from C.E., twice within a 12-month period, up to 24 months of payment history, without charge. C.E. will not release Customer's Social Security Number, Employer Identification Number and/or account number(s) without Customer's written consent, except for C.E.'s own credit evaluation, C.E.'s own collections and reporting, participating in programs funded by the universal service fund pursuant to Section 4928.54 of the Ohio Revised Code, or assigning Customer's Agreement to another CRES provider.
- C.E.'s environmental disclosure statement is available for viewing on C.E.'s website – [www.Capital.Energy](http://www.Capital.Energy). C.E. will also provide the information upon request.



- C.E may assign its rights, without Customer consent, to another, including any successor, subsidiary or affiliate, in accordance with the rules and regulations of the PUCO. Customer may assign the Agreement if C.E provides advance consent, which will not be unreasonably withheld. Customer or Customer's assignee shall provide to C.E written documentation reflecting the assignee's acceptance of the Agreement within three business days of executing that documentation. In the event of such an assignment by Customer, the supply of Generation Service may be temporarily provided by the Utility while the new electric account is being established by the Utility for Customer's assignee.
- C.E assumes no responsibility or liability for the following items that are the responsibility of the Utility: operation and maintenance of the Utility's electrical system, any interruption of service, termination of service, and deterioration of the Utility's service. In the event of a power outage, Customer should contact Customer's Utility.
- Customer is responsible for providing C.E with accurate account information. If said information is incorrect, C.E reserves the right to terminate the Agreement.
- C.E reserves the right to return Customer to the Utility if Customer's Utility rate code is changed or the account is no longer eligible for this Program.
- If a third party has acted on behalf of the owner of the service location(s) and the third party did not have authority to execute and bind the service location(s) to the Program and the Agreement, C.E may assert any and all legal claims and pursue remedies against the third party for its actions.
- Unless otherwise permitted in the Agreement, all notices required under the Agreement by Customer shall be in writing and shall be delivered to C.E electronically via facsimile (614-918-6420), via email ([info@capital.energy](mailto:info@capital.energy)), personally, or by certified mail return receipt requested (P.O. Box 1498, Westerville, Ohio 43086).

**11. Warranty and Force Majeure:** THE WARRANTIES SET FORTH IN THIS PARAGRAPH ARE EXCLUSIVE AND ARE IN LIEU OF 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 USAGE OF TRADE. C.E will make commercially reasonable efforts to provide Customer's electric Generation Service, but does not guarantee a continuous supply of electricity. Certain causes and events are out of the reasonable control of C.E and may result in interruptions in service. Each party, with respect to itself, hereby represents and warrants to the other party as follows: (a) if a third party has acted on behalf of the owner of the service location(s), the third party has the authority to execute and bind the service location(s) to the Program and the Agreement; and (b) the service location(s) to be provided the retail electric energy are not contractually bound by another agreement for retail energy that would overlap with the Agreement. Neither Customer nor C.E shall be considered to be in default in the performance of any of the obligations hereunder if failure of performance is due to a Force Majeure. For purposes of the Agreement, "Force Majeure" shall mean any cause beyond reasonable control of the party affected, despite exercising due diligence. In the event that the Agreement is terminated, Customer will be returned to Customer's Utility's standard service offer and no early termination fee will be assessed. As an alternative to terminating the Agreement due to a Force Majeure event and subject to the terms of the Program, C.E may elect to adjust the retail energy charge under paragraph 3 above to account for the Force Majeure event. In the event of any such adjustment within seven days after receiving such notice of the adjustment, C.E may terminate the Agreement at no penalty to Customer.

**12. Remedies:** Unless otherwise expressly provided herein, any liability under the Agreement will be limited to direct, actual damages as the sole and exclusive remedy, and neither party will be liable to the other party or its affiliates for consequential, incidental, punitive, exemplary, or indirect damages, including lost profits or other business interruption damages, whether in tort or contract, under any indemnity provisions or otherwise in connection with the Agreement. The limitations imposed on remedies and damage measurement will be without regard to cause, including negligence of any parties, whether sole, joint, concurrent, active or passive, provided no such limitation shall apply to damages resulting from the willful misconduct of any party.

**13. Indemnification:** Customer assumes full responsibility for power furnished to Customer at the delivery point(s) and on Customer's side of the delivery point(s), and agrees to and shall indemnify, defend, and hold harmless C.E and its personnel from and against all claims, losses, expenses, damages, demands, judgments, causes of action and suits of any kind, including claims for personal injury, death, or damages to property occurring at the delivery point(s) or on Customer's side of the delivery point(s) and upon the premises, arising out of or related to the electricity and/or Customer's performance under the Agreement.

**14. Choice of Law:** The Agreement shall be construed and enforced in accordance with the laws of the State of Ohio without giving effect to any conflicts of law principles that otherwise might be applicable. Any legal action involving the Agreement shall be brought only in a court of the State of Ohio sitting in Delaware County, Ohio or the United States District Court sitting in Franklin County, Ohio, or, if appropriate, the Public Utilities Commission of Ohio. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE RIGHT TO TRIAL BY JURY IS IRREVOCABLY WAIVED.

**15. Forward Contract:** Customer agrees that the Agreement is a "forward contract" within the meaning of the U.S. Bankruptcy Code, as amended, and that C.E is a "forward contract merchant" within the meaning of the U.S. Bankruptcy Code, as amended.

**16. Severability:** The various provisions of the Agreement are severable. Any provision or section of the Agreement declared or rendered void, unlawful, or otherwise unenforceable by a court of competent jurisdiction or regulatory agency with jurisdiction over the parties, or deemed similarly void, unlawful, or unenforceable because of a statutory, regulatory, or administrative change, shall not otherwise affect the lawful obligations that arise under the Agreement.

**17. Waiver:** No waiver by either party of any right, or waiver of any default of the other in the performance of any of the provisions of the Agreement, will operate or be construed as a waiver of any future right or default, whether of a like or of a different nature.

**18. Entire Agreement:** This Agreement constitutes the entire agreement between the parties regarding Customer's participation in the Program. Any promise, agreement or representation not set forth in the Agreement will be of no force or effect. No modification or amendment hereof will be binding unless in writing and signed by a duly authorized representative of each party.



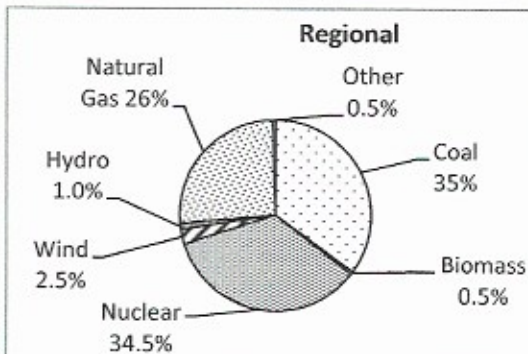
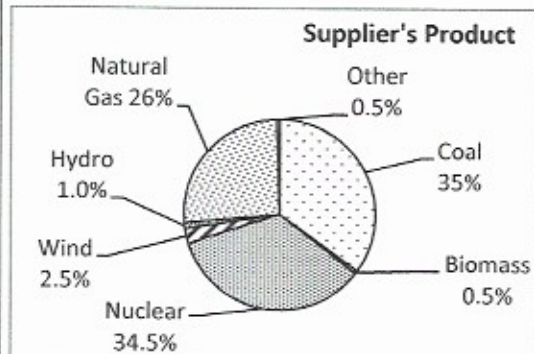
## Environmental Disclosure Information



### Projected Data for the 2018 Calendar Year

#### Generation Resource Mix -

A comparison between the sources of generation used to produce this product and the historic regional average supply mix.



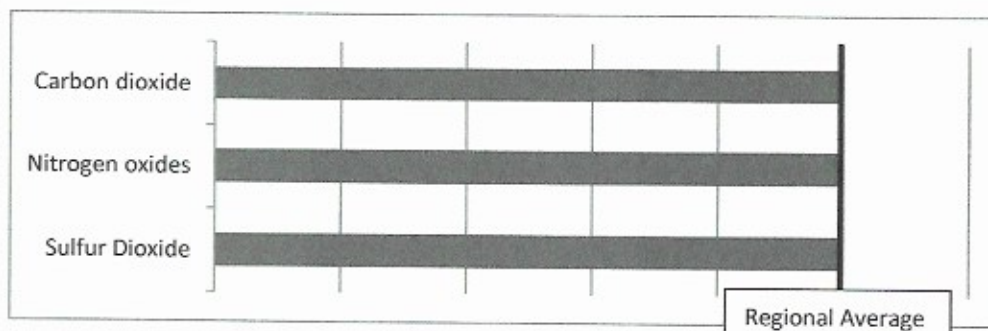
#### Environmental Characteristics-

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 -

A comparison between the air emissions related to this product and the regional average air emissions.



#### Radioactive Waste -

Radioactive waste associated with the product.

Type:	Quantity:	
High-Level Radioactive Waste	Unknown	Lbs./1,000 kWh
Low-Level Radioactive Waste	Unknown	Ft <sup>3</sup> /1,000 kWh

With in-depth analysis, the environmental characteristics of any form of electric generation will reveal benefits as well as costs. For further information, contact Capital.Energy at <https://capital.energy/> or by phone at 855-322-7448.

**Berlin Township**

Governmental Aggregation Program

PO Box 1498

Westerville, OH 43086-1498

Important Governmental Aggregation  
Information Enclosed



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

**Commission of Ohio Docketing Information System on**

**2/13/2018 3:55:07 PM**

**in**

**Case No(s). 13-2024-EL-GAG**

Summary: Opt-Out Notice electronically filed by Mr. Scott Belcastro on behalf of Berlin Township, Delaware Co., OH