1216 Lexington Ave., Suite 301
Mansfield, OH. 44907
www.electricsuppliers.org

March 19, 2018

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

RE: Electric Governmental Aggregator Renewal Application — Harlem Township, Delaware County, OH.

CASE # 14-151-EL-GAG

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

Material provided for review:

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

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

Sincerely,

Scott R. Belcastro
Principal
614.425.4885
scott@electricsuppliers.org

Ohio | Public Utilities Commission

Original GAG Case Number	Version
14- 151 -EL-GAG	August 2004

RENEWAL APPLICATION FOR ELECTRIC GOVERNMENTAL AGGREGATORS

Please print or type all required information. Identify all attachments with an exhibit label and title (Example: Exhibit A-4 Opt-Out Form). All attachments should bear the legal name of the Applicant and should be included on the electronic copy provided. Applicants should file completed applications and all related correspondence with: Public Utilities Commission of Ohio, Docketing Division, 180 East Broad Street, Columbus, OH 43215-3793.

This PDF form is designed so that you may input information directly onto the form. You may also download the form, by saving it to your local disk, for later use.

A. RENEWAL INFORMATION

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

Legal Name **Harlem Township, Delaware County, OH**
Address **3883 S. St. Rt. 605, Galena, OH 43021**
PUCO Certificate # and Date Certified **14-784E(2) April 28, 2016**
Telephone # **(740) 965-2661** Web site address (if any) **www.harlemtwp.com**

A-2 **Exhibit A-2 "Authorizing Ordinance"** provide a copy of the ordinance or resolution authorizing the formation of a governmental aggregation program adopted pursuant to Section 4928.20(A) of the Revised Code.

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

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

A-4 **Exhibit A-4 Automatic Aggregation Disclosure-"Opt-out Form"** provide a copy of the disclosures/"opt-out" required by Section 4928.20(D) of the Revised Code, if its aggregation program provides for automatic aggregation in accordance with Section 4928.20(A) of the Revised Code. If the opt-out is in draft form, docket the final opt-out (including beginning and ending dates of the 21-day -out period and the selected CRES supplier) with the Commission within 10 days prior to providing or offering service. See #12 in the attached Affidavit .

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

Name Scott Belcastro
Title Principal
Business address 1216 Lexington Ave., Suite 301, Mansfield, OH 44907
Telephone # (614) 425-4885 Fax # (614) 417-0410
E-mail address scott@electricsuppliers.org

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

Name Scott Belcastro
Title Principal
Business address 1216 Lexington Ave., Suite 301, Mansfield, OH 44907
Telephone # (614) 425-4885 Fax # (614) 417-0410
E-mail address scott@electricsuppliers.org

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

Customer Service address 1216 Lexington Ave., Suite 301, Mansfield, OH 44907
Toll-free Telephone #(877) 861-2772 Fax # (614) 417-0410
E-mail address scott@electricsuppliers.org

Julie R Dolt Fiscal Officer
Signature of Applicant & Title

Sworn and subscribed before me this 6 day of March, 2018
Month Year

Rebecca J. Barkschat
Signature of official administering oath

Rebecca J. Barkschat, FSSII
Print Name and Title

My commission expires on March 28, 2018

NOTARIAL SEAL STATE OF OHIO

Rebecca J. Barkschat
Notary Public, State of Ohio
My Commission Expires
March 28, 2018

AFFIDAVIT

State of Ohio :

Harlem Twp ss.
(Town)

County of Delaware :

Julie R. Debolt , Affiant, being duly sworn/affirmed according to law, deposes and says that:

He/She is the Fiscal Officer (Office of Affiant) of Harlem Twp (Name of Applicant);

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

1. The Applicant herein, attests under penalty of false statement that all statements made in the application for certification renewal are true and complete and that it will amend its application while the application is pending if any substantial changes occur regarding the information provided in the application.

2. The Applicant herein, attests it will timely file an annual report with the Public Utilities Commission of Ohio of its intrastate gross receipts, gross earnings, and sales of kilowatt-hours of electricity pursuant to Division (A) of Section 4905.10, Division (A) of Section 4911.18, and Division (F) of Section 4928.06 of the Revised Code.

3. The Applicant herein, attests that it will timely pay any assessments made pursuant to Sections 4905.10, 4911.18, or Division F of Section 4928.06 of the Revised Code.

4. The Applicant herein, attests that it will comply with all Public Utilities Commission of Ohio rules or orders as adopted pursuant to Chapter 4928 of the Revised Code.

5. The Applicant herein, attests that it will cooperate fully with the Public Utilities Commission of Ohio, and its Staff on any utility matter including the investigation of any consumer complaint regarding any service offered or provided by the Applicant.

6. The Applicant herein, attests that it will fully comply with Section 4928.09 of the Revised Code regarding consent to the jurisdiction of Ohio Courts and the service of process.

7. The Applicant herein, attests that it will comply with all state and/or federal rules and regulations concerning consumer protection, the environment, and advertising/promotions.

8. The Applicant herein, attests that it will use its best efforts to verify that any entity with whom it has a contractual relationship to purchase power is in compliance with all applicable licensing requirements of the Federal Energy Regulatory Commission and the Public Utilities Commission of Ohio.

9. The Applicant herein, attests that it will cooperate fully with the Public Utilities Commission of Ohio, the electric distribution companies, the regional transmission entities, and other electric suppliers in the event of an emergency condition that may jeopardize the safety and reliability of the electric service in accordance with the emergency plans and other procedures as may be determined appropriate by the Commission.

10. If applicable to the service(s) the Applicant will provide, the Applicant herein, attests that it will adhere to the reliability standards of (1) the North American Electric Reliability Council (NERC), (2) the appropriate regional reliability council(s), and (3) the Public Utilities Commission of Ohio. (Only applicable if pertains to the services the Applicant is offering)

11. The Applicant herein, attests that it will inform the Commission of any material change to the information supplied in the renewal application within 30 days of such material change, including any change in contact person for regulatory purposes or contact person for Staff use in investigating customer complaints.

12. The Applicant herein, attests that if the opt-out is in draft form, the Applicant will docket the final opt-out (including beginning and ending dates of the 21-day -out period and the selected CRES supplier) with the Commission within 10 days prior to providing or offering service.

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

Julie R. Dilot, Fiscal Officer
Signature of Affiant & Title

Sworn and subscribed before me this 6 day of March, 2018
Month Year

Rebecca J. Barkschat
Signature of official administering oath

Rebecca J. Barkschat, FSS II
Print Name and Title

My commission expires on March 28, 2018

NOTARIAL SEAL STATE OF OHIO

Rebecca J. Barkschat
Notary Public, State of Ohio
My Commission Expires
March 28, 2018

EXHIBIT A-2

AUTHORIZING ORDINANCE

Trebellic

Trebellic

Resolution No. 13-8-1-T-13

A RESOLUTION AUTHORIZING ALL ACTIONS NECESSARY TO EFFECT A GOVERNMENTAL ELECTRICITY AGGREGATION PROGRAM WITH OPT-OUT PROVISIONS PURSUANT TO SECTION 4928.20 OHIO REVISED CODE AND DIRECTING THE DELAWARE COUNTY BOARD OF ELECTIONS TO SUBMIT A BALLOT QUESTION TO THE ELECTORS.

WHEREAS, the Ohio Legislature enacted electric deregulation legislation ("Am. Sub. S.B. No. 3"), which authorized the legislative authorities of municipal corporations, townships, and counties to aggregate the retail electrical loads located within the respective jurisdictions and to enter into service agreements to facilitate for those loads the purchase and sale of electricity; and

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

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

WHEREAS, the Board of Trustees of HARLAN Township ("Trustees") seeks to establish a governmental aggregation program with opt-out provisions pursuant to Section 4928.20, Ohio Revised Code, for the residents, businesses and other electric consumers in the Township, and may be in conjunction with any other legislative authorities in the State of Ohio, as permitted by law (the "Aggregation Program").

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of HARLAN Township, DELAWARE County, Ohio that:

Section 1: The Board finds and determines that it is in the best interest of the Township, its residents, businesses and other electric consumers located within the corporate limits of the Township to establish an Aggregation Program in the Township. Provided that the Aggregation Program is approved by the electors of the Township pursuant to Section 2 of this Resolution, the Board is hereby authorized to automatically aggregate, in accordance with Section 4928.20, Ohio Revised Code, the retail electric loads located within the Township, and, for that purpose, to enter into service

agreements to facilitate for those loads the purchase and sale of electricity. The Board may exercise such authority jointly with any other political subdivision of the State of Ohio to the full extent permitted by law, which may include use of an energy broker/consultant/aggregator, so long as the broker/consultant/aggregator is certified by the Public Utilities Commission of Ohio.

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 Delaware County is hereby directed to submit the following question to the electors of Township at the election on November 5, 2013:

- Shall the Board of Trustees of Liberty Township have the authority to aggregate the retail electric loads located in the Township, and for that purpose, enter into services agreements to facilitate for those loads the sale and purchase of electricity, such aggregation to occur automatically except where any person elects to opt-out, in accordance with Section 4928.20 of the Ohio Revised Code and Resolution No B-8-1-T-13 adopted by the Board of Trustees?

The [Administrator/Clerk/Fiscal Officer] of this Board is instructed to immediately file a certified copy of this Resolution and the proposed form of the ballot question with the Delaware County Board of Elections not less than ninety (90) days prior to the election to be held November 5, 2013. 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, Ohio Revised Code.

Section 3: Upon approval of a majority of the electors voting at the election provided for in Section 2 of this Resolution, this Board, individually or jointly with any other political subdivision, may develop a plan of

operation and governance for the Aggregation Program. Before adopting such plan, this Board 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 place of each hearing. No plan adopted by this Board 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. The disclosure shall state prominently the rates, charges, and other terms and conditions of enrollment. The stated procedure shall allow any person enrolled in the Aggregation Program the opportunity to opt-out of the program at least every three years, without paying a switching fee. Any such person who opts out of the Aggregation Program pursuant to the stated procedure shall default to the standard service offer provided under Section 4928.141 of the Ohio Revised Code, until the person chooses an alternative supplier.

Section 4: It is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were adopted in an open meeting of this Board and that the deliberations of this Board and any of its committees that resulted in such formal actions were in meetings open to the public, incompliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Date: 8-1-13

Trustee

Trustee

Trustee

EXHIBIT A-3

OPERATION AND GOVERNANCE PLAN

Trebellic

Harlem Township

ELECTRIC AGGREGATION PROGRAM

OPERATION AND GOVERNANCE PLAN

Adopted 1-22-2014

Prepared by:

Trebel LLC

I. Overview

At the November 5, 2013 election, a majority of voters authorized Harlem Township ("Township") to create a form of government electric aggregation known as "opt-out" aggregation and to create an opt-out electric aggregation program ("the Aggregation Program") as provided under Section 4928.20 of the Ohio Revised Code. Under the opt-out electric aggregation program, all eligible electric consumers within the Township's limits will be automatically included in the Aggregation Program initially. However, all consumers will also be given the opportunity to opt out of or decline participation in the Aggregation Program as detailed herein.

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

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

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

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

II. Process

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

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

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

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

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

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

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

III. Plan of Operation and Governance

A. Definitions

1. **Aggregation:** Combining the electric loads of multiple customers for the purpose of supplying or arranging for the supply of competitive retail electric service to those customers.

2. **Aggregation Program Manager or Consultant:** The individual/company retained by Township to oversee the operation and management of the Township's Aggregation Program.

3. **Competitive Retail Electric Service (CRES):** A component of retail electric service that is deemed competitive under the Ohio Revised Code or pursuant to an order of the PUCO. This includes, but is not limited to, the services provided by competitive retail electric service providers, power marketers, aggregators, and governmental aggregators.

4. **Competitive Retail Electric Service Provider (CRES Provider):** A person or entity certified by the PUCO and registered with an electric distribution utility which supplies or offers to supply a competitive retail electric service over an electric distribution utility's transmission and/or distribution system. This term does not apply to an electric distribution utility in its provision of standard offer generation service.

5. **Consumer:** Any person or entity that is an end user of electricity and is connected to any part of the applicable electric distribution utility's transmission or distribution system within the Township's boundaries.

6. **Delivery Charge:** Charge imposed by the electric distribution utility for delivering electricity to a consumer's home or business. The charge includes meter reading, billing, maintaining electric system reliability and responding during emergencies and outages (also called a distribution charge).

7. **Distribution:** The delivery of electricity to a consumer's home or business over an electric distribution utility's local poles, wires, transformers, substations, and other equipment. Electric distribution utilities' distribution system operations are regulated by the PUCO.

8. **Electric-Related Service:** A service that is directly related to the consumption of electricity at a consumer's home or business. This may include, but is not limited to, the installation of demand side management measures at a consumer's premises, the maintenance, repair or replacement of appliances, lighting, motors or other energy-consuming devices at a

consumer's premises, and the provision of energy consumption measurement and billing services.

9. **Electric Supply Charge:** All charges related to the generation of electricity by the CRES Provider.

10. **Governmental Aggregator:** An incorporated village or city, township, or county acting as an aggregator for the provision of a CRES under authority conferred by Section 4928.20 of the Ohio Revised Code.

11. **Kilowatt-hour (kWh):** A kilowatt-hour is 1,000 watts of electricity used for one hour. For example, a 1,000-watt appliance operating for one hour will consume one kilowatt-hour of electricity. Consumers are charged for electricity in cents per kilowatt-hour.

12. **Ohio Consumers' Counsel (OCC):** The Ohio Consumers' Counsel (OCC) was established by the Ohio Legislature in 1976 to represent the interests of Ohio's residential utility customers served by investor-owned utilities in proceedings before the PUCO, other regulatory agencies, and in the courts.

13. **Participant:** An eligible consumer enrolled in the Township's Aggregation Program.

14. **Public Utilities Commission of Ohio (PUCO):** The state agency charged with assuring that all residential and business consumers have access to adequate, safe, and reliable utility services at fair prices, while facilitating an environment that provides competitive choices.

15. **Standard Offer Generation Service:** The electric generation service a consumer will receive from its default electric service provider if the customer does not choose a CRES Provider.

B. Aggregation Program Management

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

and procure energy and/or energy-related services, product, and accounts, and representing the Township in dealings with CRES Providers, the Ohio Legislature, the PUCO, and the OCC.

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

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

C. Selection of a CRES Provider and Contract

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

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

1. Is certified as a CRES Provider by the PUCO;
2. Is registered with AEP as applicable;
3. Has a service agreement under AEP Open Access Transmission Tariff, as applicable;
4. Has successfully completed Electronic Data Interchange (EDI) computer system testing with AEP, and the CRES Provider's EDI computer system is capable of effectively processing Aggregation Program EDI transactions in a timely manner;

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

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

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

D. Electric Supply Charges

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

E. AEP's Regulated Customer Classifications and Rates

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

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

F. Developing the Pool of Eligible Accounts

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

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

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

G. Initial Consumer Notification and Enrollment

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

All eligible consumers will be notified in writing of the rates, charges and other terms and conditions of participation in the Aggregation Program and that they will be automatically enrolled in the Aggregation Program unless they opt out of, or decline participation in, the Aggregation Program. Consumers will be given 21 days from the postmark date of the opt-out letter in which to notify the Township that they wish to opt out of, or decline participation in, the Aggregation Program without penalty fees. Consumers opting out of the program will remain on the applicable utility's Standard Offer Generation Service until such time as they select an approved CRES Provider.

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

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

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

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

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

H. Leaving the Aggregation Program

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

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

I. CRES Provider Responsibilities

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

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

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

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

J. New and Returning Participants

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

Participants who relocate within the Township limits and retain the same electric utility account number will be allowed to continue in the Aggregation Program at their new location under the same terms and conditions as at their former location, provided the electric utility rate classification is the same at both locations, and subject to any switching fees imposed by the consumer's former electric distribution utility. The CRES Provider will comply with all local, state and federal rules and regulations regarding discontinuing service to Aggregation Program Participants.

K. Billing

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

L. Questions and Concerns

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

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

Question or Concern	Contact	Phone Number
Power outage or interruption	AEP	1-800-672-2231
Connect/disconnect service	AEP	1-800-672-2231
Meter reading/billing	AEP	1-800-672-2231
Enrollment in or opting out of Aggregation Program	CRES Provider	
Aggregation Program Questions or Concerns	Trebel LLC	1-877-861-2772
Unresolved disputes	Public Utilities Commission of Ohio	1-800-686-7826 (voice) 1-800-686-1570 (TDD)

M. Reliability and Indemnification of Consumers

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

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

N. Participant Rights

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

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

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

Service under the Aggregation Program shall include all eligible customer classes in adherence with universal service principles and requirements, as well as the traditional non-discriminatory practices of local government. CRES Provider contracts shall contain provisions to maintain these principles and equitable treatment of all customer classes.

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

O. Participant Responsibilities

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

P. Termination of the Aggregation Program

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

1311-001.00370523v1

EXHIBIT A-4

AUTOMATIC AGGREGATION DISCLOSURE

Trebelle

Harlem Township Electric
Government Aggregation Program

Capital.Energy

May 30, 2017

Dear Harlem Township Business Owner,

Harlem Township is providing you the opportunity to participate with other Harlem Township residents and businesses in an opt-out electric aggregation program, with Capital.Energy as your provider.

Under governmental aggregation, the Harlem Township Trustees act on behalf of electric consumers in Harlem Township to negotiate an electric supply contract with an eligible provider. Both Harlem Township and eligible retail electric suppliers have to be certified by the Public Utilities Commission of Ohio. Harlem Township Trustees passed an ordinance to adopt the program after Harlem Township voters approved its implementation on November 5th, 2013. The aggregation program for Harlem Township will begin within one to two billing periods following your inclusion as a participant in the Township's program and end with your May 2019 meter read.

Under this aggregation program, eligible residents and businesses in the AEP Service Territory in Harlem Township will pay 5.579 cents per kWh through the May 2019 meter read. There is no cost for the enrollment and you will not be charged a switching fee. Capital.Energy's price applies to the generation 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.

After you become a participant in the Township's Electric aggregation program, AEP Ohio will send a letter confirming your selection 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 business days of its postmark date. To remain in the Township's government 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 do not wish to participate, you must opt-out no later than Monday, June 20th, 2017. You can do this by completing and returning the reply card below or calling us toll-free at **1-844-294-4504.**

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 with your lower Capital.Energy rate included.

If you have any questions or to opt out, please call Capital.Energy toll free at **1-844-294-4504**, Monday through Friday, 8:00 a.m. to 6:00 p.m. Frequently Asked Questions are located on the back of this letter and additional information can be obtained by contacting the Township's Consultant, Trebel, LLC at (877) 861-2772.

Regards,

Harlem Township Trustees *Capital. Energy*

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*Opt-Out Form: To be executed and returned **only** if you do not wish to participate in the Harlem Township's Aggregation Program. Be sure to respond by June 20, 2017 if you choose not to participate.*

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

☐ **I wish to opt out of the Harlem Township's Electric Aggregation Program.**

☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐

17 digit Service Delivery Identifier Number from your AEP Ohio bill:

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

Signature: _____
Date: _____
Phone Number: _____
Email Address: _____

Capital.Energy, P.O. Box 1498, Westerville, Ohio 43086
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 possible through governmental aggregation, where community officials bring together residential and small commercial customers to gain group buying power for the purchase of electricity from a retail electric provider.

How is Harlem Township able to choose a certified electric generation supplier on my behalf?
In November 2013, Harlem 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, beginning July 2017 through the May 2019 meter read.

If I join Harlem 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, it will continue to read your meter and restore power after an outage.

What do I need to do to be included in the aggregation program?
You do not need to do anything to receive the pricing offered under this program. You may choose to remain part of the aggregation program and begin receiving the negotiated rates simply by not returning the opt-out form.

What if I don't want to participate?
Since all eligible residential and small commercial customers are automatically enrolled in the governmental aggregation program, those customers who do not want to participate are given the opportunity to opt-out. By returning an opt-out form by the due date, you can choose not to be enrolled as an electric generation and transmission customer of the community's competitive electric generation and transmission supplier.

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

Does Capital.Energy offer Budget Billing?
Budget Billing is not available to commercial customers of Capital.Energy. Budget billing is only available to residential customers of Capital.Energy.

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 households. 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 1-800-672-2231.

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.

Capital.Energy Small Commercial Retail Electric Service Contract – Fixed Rate

General: This Agreement, together with the enrollment information, is your agreement for electric Generation Service with Capital Energy LLC d.b.a. Capital.Energy (CE). Please keep a copy of this agreement for your records. CE 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, CE will supply the electric Generation Service to your electric Utility, based on your usage. Your Utility then distributes the electricity to you. Your Distribution Service will remain with your current electric Utility, which is regulated by the PUCO.

HARLEM TOWNSHIP, DELAWARE COUNTY, OHIO AGGREGATION PROGRAM:
THIS CONTRACT HAS BEEN ENTERED INTO IN ACCORDANCE WITH THE AGGREGATION PROGRAM OF THE HARLEM TOWNSHIP ESTABLISHED PURSUANT TO SECTION 4928.20 OF THE OHIO REVISED CODE, WHEREBY THE HARLEM TOWNSHIP ARRANGED FOR THE PROVISION OF ELECTRIC SUPPLY SERVICE BY CE TO ITS RESIDENTIAL INHABITANTS AND SMALL COMMERCIAL INHABITANTS WHO DO NOT OPT-OUT OF THE PROGRAM (THE "PROGRAM").

Contact Information: Capital.Energy, P.O. Box 1498, Westerville, Ohio 43086, www.capital.energy, 844-294-4504 or 614-540-2422, 8:00 a.m. to 6:00p.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 electric Utility.
- "Utility" means the electric distribution utility. Your Utility is AEP Ohio, either in the Columbus Southern Power rate zone or the Ohio Power rate zone.
- "Generation-Related Charges" means those charges or costs associated with the production, procurement, and supply of electricity.
- "Generation Service" means the production of electricity.
- "Small Commercial Customer" means, as defined by Chapter 4901:1-21 of the Ohio Administrative Code, a customer that is not a mercantile commercial customer (a mercantile customer is a commercial or industrial customer that consumes electricity for nonresidential use and the customer consumes more than 700,000 kilowatt-hours per year or is part of a national account involving multiple facilities in one or more states).
- "RTO" means a regional transmission organization such as PJM Interconnection LLC. An RTO operates a regional transmission grid. For example, PJM operates the transmission grid in the AEP Ohio rate zones.
- "Transmission Service" means the moving of high-voltage electricity from a generation facility to the distribution lines of an electric Utility.

Terms and Conditions of Service:

1. Eligibility: Small Commercial Customer accounts that are on AEP Ohio's general service rate codes (i.e., GS-1, GS-2 and GS-3) and are not mercantile customers are eligible for this offer from CE. CE reserves the right to refuse enrollment to any Small Commercial Customer with an outstanding, unpaid electric bill. CE will not require payment of any balance due another CRES provider as a condition of establishing credit or for providing service under this Agreement. However, CE may establish a Small Commercial Customer's creditworthiness by credit check, a reasonable and nondiscriminatory cash deposit, a guarantor, or other legally accepted practices. If CE accepts a deposit, the deposit will not exceed 100% of the estimated monthly charge for service under this Agreement for the ensuing one year. If CE requires a guarantor, it will require that the guarantor meets creditworthiness criteria and will require the guarantor to sign a written guarantor agreement.

2. Rescission: Once you have been enrolled to receive electric Generation Service from CE, you will receive a confirmation notice from your Utility. You have the right to rescind your enrollment without penalty within seven calendar days following the postmark date of the confirmation letter by contacting your Utility and following the instructions in the confirmation notice. A Small Commercial Customer's right to rescind only applies when a Small Commercial Customer initially switches to CE, not upon any renewal of this Agreement. If a Small Commercial Customer chooses to rescind enrollment within the seven-day rescission period, CE will return any deposit that the Small Commercial Customer paid in order to obtain service under this Agreement.

3. Basic Service Price: During the term of this Agreement, you agree to pay CE a fixed price of $0.05579 per kWh for the provision of Generation Service and Generation-Related Charges. In addition to CE's charges, you will be charged by your Utility for Distribution Service, Transmission Service and various other wires and electric Utility charges.

4. Length of Agreement: Subject to the seven-day rescission period, your service from CE will commence on the later of the July 2017 billing cycle, or the acceptance of the enrollment request by CE (at its discretion and consistent with Paragraph 7 below), and the processing of the enrollment by your Utility. Your service will continue for the term of 22 months, unless otherwise terminated or renewed, and end on the meter read for the last month of service.

5. Billing, Refund of Deposits, and Release of Guarantors: You will continue to receive a single monthly bill from your Utility that will contain both your Utility and CE charges. The amount of electricity usage will continue to be measured or estimated by the Utility. Customer agrees to pay bills in accordance with the Utility's billing and payment terms. CE 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. CE does not offer budget billing for Small Commercial Customers. If you do not pay your bill by the due date or if you fail to meet any agreed-upon payment arrangements, CE may cancel this Agreement after giving you a minimum of 14 days' advance written notice. Upon cancellation, you will be returned to your Utility. You will remain responsible to pay CE for any electricity used before this Agreement is cancelled, as well as any late payment charges. Further, your failure to pay Utility charges may result in Small Commercial Customer's electric service being disconnected in accordance with the Utility's tariff and PUCO rules. No interest will accrue to a Small Commercial Customer on any deposit. CE 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) Small Commercial Customer paid their bills for service under this Agreement for 12 consecutive months without having services terminated for nonpayment; (b) Small Commercial Customer has not had more than two occasions in the preceding 12 months on which their bills for service under this Agreement were not paid by the due date; and (c) Small Commercial Customer is not delinquent in the payment of their bills for service under this Agreement at the time of the review. CE will notify the guarantor within 30 days of its determination to release the guarantor from further responsibility for the account. CE may apply some or all of a Small Commercial Customer's deposit to any unpaid bill.

6. Penalties, Fees, and Exceptions: If you do not pay the full amount owed CE by the due date on each bill, CE 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 CE. CE reserves the right to require adequate assurances from Small Commercial Customers in the form of prepayment or another form of credit support in the event a Small Commercial Customer fails to make payments in accordance with the terms herein. Small Commercial Customers required to provide financial assurance will be required to post that assurance within three business days of notice.

7. Cancellation/Termination: If this Agreement is not rescinded during the rescission period, enrollment will be sent to your Utility. Thereafter, you can terminate this Agreement, without an early termination fee, prior to the end of the applicable term for convenience by giving CE not less than 30 days' notice, either written or by telephone at 844-294-4504. Any failure to pay a bill or the occurrence of any other breach of this Agreement shall be deemed a breach of this Agreement permitting CE to terminate this Agreement immediately upon 14 days' advance written notice. Should you cancel service with CE and return to the standard service offer with your Utility, you may or may not be served under the same rates, terms, and conditions that apply to other Utility customers. Should you cancel service with CE or this Agreement is terminated, CE will apply any deposit to the final bill. CE will promptly refund any remaining deposit. For any remaining overdue balances, CE may pursue collection actions against you and any guarantor in an appropriate court.

8. Customer Consent and Information Release: By accepting this offer from CE, you understand and agree to the terms and conditions of this Agreement with CE. You authorize CE 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. CE reserves the sole right to check your credit with consumer credit reporting agencies and determine if your credit standing is satisfactory before accepting your enrollment request. This Agreement shall be considered executed by CE following acceptance of your enrollment request by CE, the end of the seven-day rescission period, and the subsequent acceptance of the enrollment by your Utility.

9. Dispute Resolution: CE is committed to customer satisfaction. Contact CE 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. Box1498, Westerville, Ohio 43086. Our web address is www.capital.energy. If your complaint is not resolved after you have contacted CE and called your Utility 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).

10. Miscellaneous:

- You have the right to request from CE, twice within a 12-month period, up to 24 months of payment history, without charge. CE will not release your Social Security Number, Employer Identification Number and/or account number(s) without your written consent, except for (a) CE's own credit evaluation, (b) CE's own collections and reporting, (c) participating in programs funded by the universal service fund pursuant to Section 4928.54 of the Ohio Revised Code or (d) assigning Customer's Agreement to another CRES provider.
- CE's environmental disclosure statement is available for viewing on CE's website. www.capital.energy. CE will also provide the information upon request.
- CE may assign its rights, without Small Commercial Customer consent, to another CRES Provider, including any successor, subsidiary or affiliate, in accordance with the rules and regulations of the PUCO.
- CE 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, you should contact your Utility.

- You are responsible for providing CE with accurate account information. If said information is incorrect, CE reserves the right to terminate the Agreement.
- CE reserves the right to return you to the Utility if your rate code is changed and the account is no longer eligible for this program. You authorize, but do not obligate, CE to exercise your governmental aggregation opt-out rights.

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. CE will make commercially reasonable efforts to provide your electric Generation Service, but does not guarantee a continuous supply of electricity. Certain causes and events are out of the reasonable control of CE and may result in interruptions in service. CE is not liable for damages caused by acts of God, accidents, strikes, labor troubles, required maintenance work, inability to access the Utility distribution system, nonperformance by the Utility, or any other cause beyond CE's reasonable control. You and CE both agree that the following will constitute force majeure events under this Agreement and that CE shall have the right to terminate the agreement without liability upon the occurrence of any action taken by the Utility, applicable RTO, the PUCO, transmission provider, or any federal, state, or local government authorities which prevents or legally prohibits CE from performing under the terms of this Agreement. In the event that the Agreement is terminated, you will be returned to your Utility's standard service offer and no early termination fee will be assessed.

12. Remedies, Indemnification and Choice of Law: 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 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 this 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. You assume full responsibility for power furnished to you at the delivery point(s) and on your side of the delivery point(s), and agree to and shall indemnify, defend, and hold harmless CE 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 your side of the delivery point(s) and upon the premises, arising out of or related to the electricity and/or your performance under the Agreement. This 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 this 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.

13. Payments to Certain Third-Parties: You acknowledge and understand that Trebel LLC is acting on your behalf as your representative and is not a representative or agent of CE. CE is remitting a fee to Trebel LLC on your behalf in connection with its effort to facilitate the parties' entering into this Agreement. Your fixed price reflects the fee being distributed to Trebel LLC. You should direct any questions regarding such fee to Trebel LLC.

14. Survival: The following terms and conditions will survive the expiration or termination of this Agreement for a period of two years, for any reason: 3, 6, 7, 8, 10, 11, and 12.

Harlem Township Electric Government Aggregation Program

Capital.Energy

May 30, 2017

Dear Harlem Township Resident,

Harlem Township is providing you the opportunity to participate with other Harlem Township residents and businesses in an opt-out electric aggregation program, with Capital.Energy as your provider.

Under governmental aggregation, the Harlem Township Trustees act on behalf of electric consumers in Harlem Township to negotiate an electric supply contract with an eligible provider. Both Harlem Township and eligible retail electric suppliers have to be certified by the Public Utilities Commission of Ohio. Harlem Township Trustees passed an ordinance to adopt the program after Harlem Township voters approved its implementation on November 5, 2013. The aggregation program for Harlem Township will begin within one to two billing periods following your inclusion as a participant in the Township's program and end with your May 2019 meter read.

Under this aggregation program, eligible residents and businesses in the AEP Service Territory in Harlem Township will pay 5.579 cents per kWh through the May 2019 meter read. There is no cost for the enrollment and you will not be charged a switching fee. Capital.Energy's price applies to the generation 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.

After you become a participant in the Townships' Electric aggregation program, AEP Ohio will send a letter confirming your selection 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 business days of its postmark date. To remain in the Townships' government 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 do not wish to participate, you must opt-out no later than Monday, June 20, 2017. You can do this by completing and returning the reply card below or calling us toll-free at **1-844-294-4504.**

Capital.Energy offers budget billing. If you wish to enroll in Capital.Energy's Budget Billing program for Generation Service, please call (844) 294-4504 to get enrolled today. **If you are an Average Monthly Payment (AMP) or a Budget Billing Customer with AEP Ohio** and wish to enroll in the Aggregation Program, please call (844) 294-4504 and speak with an aggregation specialist about other options available for you.

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 with your lower Capital.Energy rate included.

If you have any questions or if you would like to opt out, please call Capital.Energy toll free at **1-844-294-4504**, Monday through Friday, 8:00 a.m. to 6:00 p.m. Frequently Asked Questions are located on the back of this letter and additional information can be obtained by contacting the Township's Consultant, Trebel, LLC at (877) 861-2772.

Regards,

Harlem Township Trustees *Capital. Energy*

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*Opt-Out Form: To be executed and returned **only** if you do not wish to participate in the Harlem Township's Aggregation Program. Be sure to respond by June 20, 2017 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 Harlem Township's Electric Aggregation Program.**

☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐

17 digit Service Delivery Identifier Number from your AEP Ohio Bill:

Signature: _____

Date: _____

Phone Number: _____

Email Address: _____

Capital.Energy, P.O. Box 1498, Westerville, Ohio 43086
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 possible through governmental aggregation, where community officials bring together residential and small commercial customers to gain group buying power for the purchase of electricity from a retail electric provider.

How is Harlem Township able to choose a certified electric generation supplier on my behalf?
In November 2013, Harlem 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, beginning July 2017 through May 2019.

If I join Harlem Township's electric aggregation program, who will deliver my power, read my meter and respond to emergencies, such as power outages?
Your local electric company will be responsible for the delivery of power to your home or business. Since your local electric utility still owns the wires and poles that deliver power to you, it will continue to read your meter and restore power after an outage.

What do I need to do to be included in the aggregation program?
You do not need to do anything to receive the pricing offered under this program. You may choose to remain part of the aggregation program and begin receiving the negotiated rates simply by not returning the opt-out form.

What if I don't want to participate?
Since all eligible residential and small commercial customers are automatically enrolled in the governmental aggregation program, those customers who do not want to participate are given the opportunity to opt-out. By returning an opt-out form by the due date, you can choose not to be enrolled as an electric generation and transmission customer of the community's competitive electric generation and transmission supplier.

How will billing be handled?
You will receive one bill from AEP Ohio (the utility) that contains your charges for distribution and maintenance service from the utility as well as Capital.Energy's charges for generation and transmission. Residential customers can remain on budget billing; however, you must enroll in budget billing with Capital.Energy for the generation portion of your bill.

Does Capital.Energy offer Budget Billing?
Yes Budget Billing is available to residential 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, and reduce the overall balance on your account. The overall balance will be displayed on your bill each month and will be trued up in your last month of service 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.

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 households. 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 1-800-672-2231.

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.

Capital.Energy Residential Retail Electric Service Contract – Fixed Rate

General: This Agreement, together with the enrollment information, are your agreement for electric Generation Service with Capital Energy LLC d.b.a. Capital.Energy ("CE"). Please keep a copy of this agreement for your records. CE 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, CE will supply the electric Generation Service to your electric Utility, based on your usage. Your Utility then distributes the electricity to your residence. Your Distribution Service will remain with your current electric Utility, which is regulated by the PUCO.

HARLEM TOWNSHIP, DELAWARE COUNTY, OHIO AGGREGATION PROGRAM:
THIS CONTRACT HAS BEEN ENTERED INTO IN ACCORDANCE WITH THE AGGREGATION PROGRAM OF HARLEM TOWNSHIP ESTABLISHED PURSUANT TO SECTION 4928.20 OF THE OHIO REVISED CODE. WHEREBY HARLEM TOWNSHIP ARRANGED FOR THE PROVISION OF ELECTRIC SUPPLY SERVICE BY CE TO ITS RESIDENTIAL INHABITANTS AND SMALL COMMERCIAL INHABITANTS WHO DO NOT OPT-OUT OF THE PROGRAM (THE "PROGRAM"),

Contact Information: Capital.Energy, P.O. Box 1498, Westerville, Ohio 43086, www.capital.energy, 844-294-4504 or 614-540-2422, 8:00 a.m. to 6:00p.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 electric Utility.
- "Utility" means the electric distribution utility. Your Utility is AEP Ohio, either in the Columbus Southern Power rate zone or the Ohio Power rate zone.
- "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.
- "RTO" means a regional transmission organization such as PJM Interconnection LLC. An RTO operates a regional transmission grid. For example, PJM operates the transmission grid in the AEP Ohio rate zones.
- "Transmission Service" means the moving of high-voltage electricity from a generation facility to the distribution lines of an electric Utility.

Terms and Conditions of Service:

1. Eligibility: Residential Customer accounts that are on AEP Ohio's residential rate codes and are not enrolled in energy assistance or the Percentage of Income Plan Program ("PIPP") or a credit arrearage program administered by Residential Customer's Utility are eligible for this offer from CE. If you become approved for energy assistance, the PIPP, or Utility's arrearage crediting program while taking service under this Agreement, you must advise CE and your Utility in writing in order to be switched to the Utility's standard offer service after the next meter read date. CE reserves the right to refuse enrollment to any Residential Customer with an outstanding, unpaid electric bill. CE will not require payment of any balance due another CRES provider as a condition of establishing credit or for providing service under this Agreement. However, CE may establish a Residential Customer's creditworthiness by credit check, a reasonable and nondiscriminatory cash deposit, a guarantor, or other legally accepted practices. If CE accepts a deposit, the deposit will not exceed 100% of the estimated monthly charge for service under this Agreement for the ensuing one year. If CE requires a guarantor, it will require that the guarantor meets creditworthiness criteria and will require the guarantor to sign a written guarantor agreement.

2. Rescission: Once you have been enrolled to receive electric Generation Service from CE, you will receive a confirmation notice from your Utility. You have the right to rescind your enrollment without penalty within seven calendar days following the postmark date of the confirmation letter by contacting your Utility and following the instructions in the confirmation notice. A Residential Customer's right to rescind only applies when a Customer initially switches to CE, not upon any renewal of this Agreement. If a Residential Customer chooses to rescind enrollment within the seven-day rescission period, CE will return any deposit that the Residential Customer paid in order to obtain service under this Agreement.

3. Basic Service Price: During the term of this Agreement, you agree to pay CE a fixed price of $0.05579 per kWh for the provision of Generation Service and Generation-Related Charges. In addition to CE's charges, you will be charged by your Utility for Distribution Service, Transmission Service and various other wires and electric Utility charges.

4. Length of Agreement: Subject to the seven-day rescission period, your service from CE will commence on the later of the July 2017 billing cycle, or the acceptance of the enrollment request by CE (at its discretion and consistent with Paragraph 7 below), and the processing of the enrollment by your Utility. Your service will continue for the term of 22

months, unless otherwise terminated or renewed, and end on the meter read for the last month of service.

5. Billing, Refund of Deposits, and Release of Guarantors: You will continue to receive a single monthly bill from your Utility that will contain both your Utility and CE charges. The amount of electricity usage will continue to be measured or estimated by the Utility. Customer agrees to pay bills in accordance with the Utility's billing and payment terms. CE 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. CE does offer budget billing, please use the contact information provided above for more information. If you do not pay your bill by the due date or if you fail to meet any agreed-upon payment arrangements, CE may cancel this Agreement after giving you a minimum of 14 days advance written notice. Upon cancellation, you will be returned to your Utility. You will remain responsible to pay CE for any electricity used before this Agreement is cancelled, as well as any late payment charges. Further, your 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 Residential Customer on any deposit. CE 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) Residential Customer paid their bills for service under this Agreement for 12 consecutive months without having services terminated for nonpayment; (b) Residential Customer has not had more than two occasions in the preceding 12 months on which their bills for service under this Agreement were not paid by the due date; and (c) Residential Customer is not delinquent in the payment of their bills for service under this Agreement at the time of the review. CE will notify the guarantor within 30 days of its determination to release the guarantor from further responsibility for the account. CE may apply some or all of a Residential Customer's deposit to any unpaid bill.

6. Penalties, Fees, and Exceptions: If you do not pay the full amount owed CE by the due date on each bill, CE 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 CE. CE reserves the right to require adequate assurances from Residential Customers in the form of prepayment or another form of credit support in the event a Residential Customer fails to make payments in accordance with the terms herein. Residential Customers required to provide financial assurance will be required to post that assurance within three business days of notice.

7. Cancellation/Termination: If this Agreement is not rescinded during the rescission period, enrollment will be sent to your Utility. Thereafter, you can terminate this Agreement, without an early termination fee, prior to the end of the applicable term for convenience by giving CE not less than 30 days' notice, either written or by telephone at 844-294-4504. Any failure to pay a bill or the occurrence of any other breach of this Agreement shall be deemed a breach of this Agreement permitting CE to terminate this Agreement immediately upon 14 days advance written notice. Should you cancel service with CE and return to the standard service offer with your Utility, you may or may not be served under the same rates, terms, and conditions that apply to other Utility customers. Should you cancel service with CE or this Agreement is terminated, CE will apply any deposit to the final bill. CE will promptly refund any remaining deposit. For any remaining overdue balances, CE may pursue collection actions against you and any guarantor in an appropriate court.

8. Customer Consent and Information Release: By accepting this offer from CE, you understand and agree to the terms and conditions of this Agreement with CE. You authorize CE 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. CE reserves the sole right to check your credit with consumer credit reporting agencies and determine if your credit standing is satisfactory before accepting your enrollment request. This Agreement shall be considered executed by CE following acceptance of your enrollment request by CE, the end of the seven-day rescission period, and the subsequent acceptance of the enrollment by your Utility.

9. Dispute Resolution: CE is committed to customer satisfaction. Contact CE 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.Box1498, Westerville, Ohio 43086. Our web address is www.capital.energy. If your complaint is not resolved after you have contacted CE and called your Utility 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 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:

- You have the right to request from CE, twice within a 12-month period, up to 24 months of payment history, without charge. CE will not release your Social Security Number and/or account number(s) without your written consent, except for (a) CE's own credit evaluation, (b) CE's own collections and reporting, (c) participating in programs funded by the universal service fund pursuant to Section 4928.54 of the Ohio Revised Code or (d) assigning Customer's Agreement to another CRES provider.
- CE's environmental disclosure statement is available for viewing on CE's website– www.capital.energy. CE will also provide the information upon request.
- CE may assign its rights, without Customer consent, to another CRES Provider, including any successor,

subsidiary or affiliate, in accordance with the rules and regulations of the PUCO.

- CE 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, you should contact your Utility.
- You are responsible for providing CE with accurate account information. If said information is incorrect, CE reserves the right to terminate the Agreement.
- CE reserves the right to return you to the Utility if your rate code is changed and the account is no longer eligible for this program. You authorize, but do not obligate, CE to exercise your governmental aggregation opt-out rights.

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. CE will make commercially reasonable efforts to provide your electric Generation Service, but does not guarantee a continuous supply of electricity. Certain causes and events are out of the reasonable control of CE and may result in interruptions in service. CE is not liable for damages caused by acts of God, accidents, strikes, labor troubles, required maintenance work, inability to access the Utility distribution system, nonperformance by the Utility, or any other cause beyond CE's reasonable control. You and CE both agree that the following will constitute force majeure events under this Agreement and that CE shall have the right to terminate the agreement without liability upon the occurrence of any action taken by the Utility, applicable RTO, the PUCO, transmission provider, or any federal, state, or local government authorities which prevents or legally prohibits CE from performing under the terms of this Agreement. In the event that the Agreement is terminated, you will be returned to your Utility's standard service offer and no early termination fee will be assessed.

12. Remedies, Indemnification and Choice of Law: 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 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 this 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. You assume full responsibility for power furnished to you at the delivery point(s) and on your side of the delivery point(s), and agree to and shall indemnify, defend, and hold harmless CE 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 your side of the delivery point(s) and upon the premises, arising out of or related to the electricity and/or your performance under the Agreement. This 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 this 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.

13. Payments to Certain Third-Parties: You acknowledge and understand that Trebel LLC is acting on your behalf as your representative and is not a representative or agent of CE. CE is remitting a fee to Trebel LLC on your behalf in connection with its effort to facilitate the parties' entering into this Agreement. Your fixed price reflects the fee being distributed to Trebel LLC. You should direct any questions regarding such fee to Trebel LLC.

14. Survival: The following terms and conditions will survive the expiration or termination of this Agreement for a period of two years, for any reason: 3, 6, 7, 8, 10, 11, and 12.

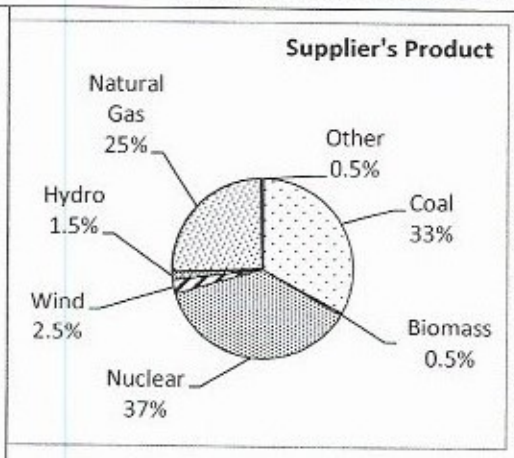
Environmental Disclosure Information

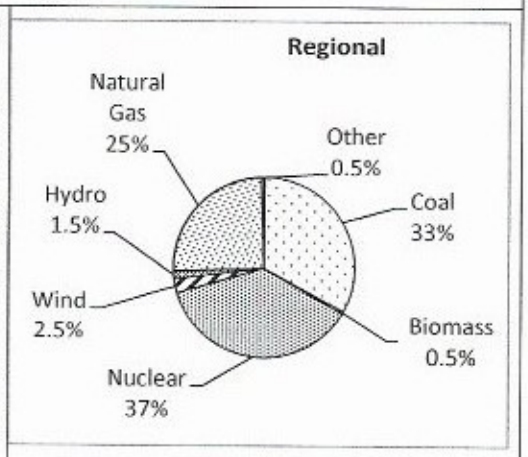
Capital.Energy

Projected Data for the 2017 Calendar Year

Generation Resource Mix -

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





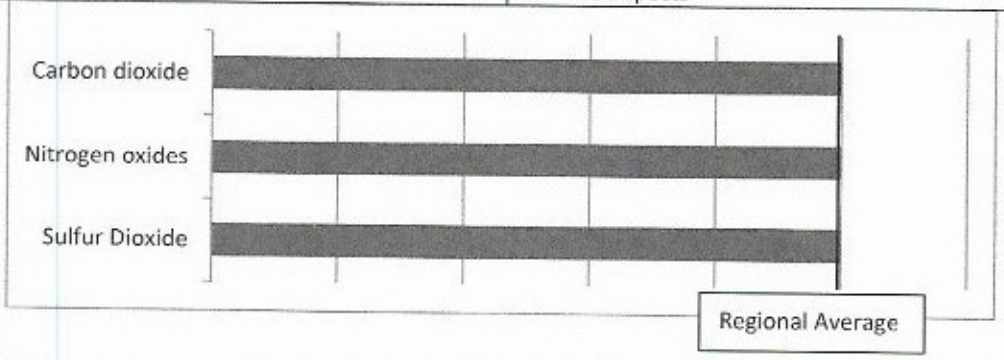
Environmental Characteristics–

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
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^3/1,000 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 (Company name) at (company web address) or by phone at (company phone #).

Harlem 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

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Case No(s). 14-0151-EL-GAG

Summary: Application for Renewal as an Electric Governmental Aggregator electronically filed by Mr. Scott Belcastro on behalf of HARLEM TOWNSHIP TRUSTEES