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July 18, 2018

**VIA ELECTRONIC FILING**

Public Utilities Commission of Ohio  
Docketing Division  
180 E. Broad Street  
Columbus, Ohio 43215

Re: In the matter of the Renewal Application for  
Governmental Aggregators for the Village of  
Cadiz  
Case No16-1510-EL-GAG

Dear Sirs:

Please see the attached Renewal Application for Governmental Aggregators to be filed in the above matter.

Very truly yours,

VOLUNTEER ENERGY SERVICES, INC.

*/s/ John L. Einstein, IV, Esq.*

John L. Einstein, IV



*The Public Utilities Commission of Ohio*

Original GAG Case Number	Version
16-1510-EL-GAG	August 2004

## RENEWAL APPLICATION FOR 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 Village of Cadiz

Address 128 Court Street, Cadiz, Ohio 43907

PUCO Certificate # and Date Certified 16-1107E(1), August 1, 2016

Telephone # 740-942-4448 Web site address (if any) www.villageofcadiz.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 Ken Zitko  
Title Mayor  
Business address 128 Court Street, Cadiz, Ohio 43907  
Telephone # 740-942-8844 Fax # 740-942-4488  
E-mail address (if any) clerk-treas@villageofcadiz.com

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

Name Scott Raffeld  
Title Government Aggregation Administrator  
Business address 790 Windmill Drive, Pickerington, Ohio 43147  
Telephone # 614-729-2355 Fax # 614-729-2356  
E-mail address (if any) sraffeld@volunteerenergy.com

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

Customer Service address 790 Windmill Drive, Pickerington, Ohio 43147  
Toll-free Telephone # 800-977-8374 Fax # 614-856-3301  
E-mail address (if any) sraffeld@volunteerenergy.com

Kenneth Zitko Mayor  
Signature of Applicant & Title



Deborah K. Meadows  
Notary Public, State of Ohio  
My Commission expires  
05.20.2013

Sworn and subscribed before me this 25<sup>th</sup> day of June, 2018  
Month Year

Deborah Meadows  
Signature of official administering oath

DEBORAH MEADOWS, NOTARY  
Print Name and Title

My commission expires on 05.20.2013

# **AFFIDAVIT**

State of Ohio :

Cadiz ss.  
(Town)

County of Harrison :

Ken Zitko, Affiant, being duly sworn/affirmed according to law, deposes and says that:

He/She is the Mayor (Office of Affiant) of City of Cadiz (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.

Kenneth Zitho Mayor  
Signature of Affiant & Title



**Deborah K. Meadows**  
**Notary Public, State of Ohio**  
**My Commission expires**  
05.20.23

Sworn and subscribed before me this 10<sup>th</sup> day of July, 2018  
Month Year

Deborah Meadows  
Signature of official administering oath

Deborah Meadows, Notary  
Print Name and Title

My commission expires on 05.20.2023

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**EXHIBIT A-2**

**Authorizing Ordinance**

## **ORDINANCE NO. 2018-42**

### **AN ORDINANCE TO APPROVE THE PLAN OF OPERATION AND GOVERNANCE FOR THE VILLAGE OF CADIZ ELECTRIC AGGREGATION PROGRAM AND DECLARING AN EMERGENCY**

**WHEREAS**, pursuant to Chapter 4928 of the Ohio Revised Code, to facilitate competitive retail electric service to promote electric savings, lower cost of electric supplies and other benefits, certain governmental entities may aggregate certain electric consumers within the jurisdiction: and

**WHEREAS**, on November 3, 2015, the electors of the Village of Cadiz approved of the Village's plan to create an aggregation program for customers located within the boundaries of the Village: and

**WHEREAS**, Revised Code 4928.20 (C) requires a governmental entity interested in the automatic registration of customers under governmental aggregation, subject to customer rights to "opt-out" of such an aggregation, to adopt a plan of operation and governance for its aggregation program: and

**NOW THEREFORE,**

**BE IT ORDAINED BY THE COMMISSION OF THE VILLAGE OF CADIZ, STATE OF OHIO:**

**SECTION 1:** That this Commission hereby adopts the Village of Cadiz Plan of Operation and Governance, attached hereto and incorporated herein by reference as Exhibit "A" for the implementation and administration of the Village's municipal electric aggregation program in accordance with Revised Code 4928.20 (C)

**SECTION 2:** This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety, convenience and welfare of the Village of Cadiz and its residents. Therefore, this Ordinance shall go into effect and be in force upon passage by council.

1<sup>st</sup> Publication: June 23, 2018

2<sup>nd</sup> Publication: June 30, 2018

Passed: June 21, 2018

ATTEST: Amy Ossman  
Amy Ossman, Clerk-Treasurer

APPROVED: Kenneth Zitko  
Kenneth Zitko, Mayor



## **EXHIBIT A-3**

### **Operation and Governance Plan**

**Village of Cadiz**  
**Electric Power Aggregation**  
**Operation and Governance Plan**

## **Article One. Introduction**

- 1.1 The local residents authorized the Village of Cadiz ("the Village") to create a municipal 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 Village's corporation 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.
- 1.2 The Village's purpose in creating the Aggregation Program is to represent local consumers interests in emerging competitive electricity markets by aggregating electric loads within the Village's corporation limits (including public and privately-owned facilities) and negotiating affordable, reliable electric supplies and other related services on behalf of local consumers. The Village may pursue this purpose individually or in cooperation with other entities.
- 1.3 Large industrial and commercial consumers with sophisticated electric operation use their size and expertise to obtain lower electric power rates. Individual residential and small commercial consumers are typically unable to obtain significant price reduction since they lack the bargaining power, expertise and the economies of scale enjoyed by large consumers. Aggregation, the combining of multiple electric loads, provides the benefits of retail electric competition for consumers with lower electric demands.
- 1.4 Government aggregation, the combining of multiple electric loads by a municipality, provides the means through which the Village residential consumers may obtain the economic benefits of Ohio's competitive retail electric market. The Village of Cadiz Aggregation Program combines the electric loads of residential customers to form a buying group ("Aggregation Group"). The Village will act as Purchasing Agent for the Aggregation Group. This means that the Village of Cadiz will be a Government Aggregator, as defined by Ohio law and the rules established by the Public Utilities Commission (PUCO) and shall act on behalf of American Electric Power (AEP) customers in the Village to obtain the best electric generation rate for consumers who participate in the Aggregation Group.
- 1.5 Initially, each eligible consumer within the Village's corporation limits will be automatically included in the Aggregation Program. However, prior to actual enrollment, each consumer for whom electric rates, terms and conditions have been negotiated will receive a notice detailing the rates, terms and conditions that will apply to that consumer.
- 1.6 A similar opt-out period will be offered every two years during which time consumers can leave the Aggregation Program without paying a switching fee.
- 1.7 Participants who leave the Aggregation Program and wish to return, as well as consumers who move into the Village after the initial opt-out period will be afforded the opportunity to enroll in the Aggregation Program. However, the Village cannot guarantee rates, terms

and conditions to consumers enrolling in the Aggregation Program after the initial 21-day opt-out period.

- 1.8 Participants who relocate within the Village limits may 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 AEP rate classification is the same at both locations, and subject to any switching fees imposed by AEP.
- 1.9 The Village will contract with Volunteer Energy Services, Inc. (VESI) 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 Village on behalf of local consumers.
- 1.10 The Aggregation Program covers the power supply or generation portion only of a participant's electric bill. AEP will continue to deliver electricity to Aggregation Program participants' homes and businesses through its electric transmission and distribution system as a monopoly function regulated by the PUCO. AEP will also continue to install, operate and maintain its system of poles, wires, transformers and other electric distribution components. Aggregation Program participants will continue to call AEP if their power goes out or if they have billing questions. The PUCO will continue to oversee AEP's electric safety and reliability services standards.
- 1.11 The Village developed this Plan of Operation and Governance in compliance with Ohio law regarding municipal opt-out aggregation of

electric consumers, including at least two public hearings prior to its adoption.

## **Article Two. Plan of Operation and Governance**

- 2.1 The Village shall approve by ordinance the Aggregation Program's Plan of Operation and Governance in accordance with Ohio Revised Code Section 4928.20. Amendments to the Plan and Governance may be subject to the Village's approval and filing with the PUCO.
- 2.2 After adoption of the Plan of Operation and Governance, the Village will file with the PUCO for governmental aggregator certification and also register as a governmental aggregator with AEP.

## **Article Three. Aggregation Program Management and Supplier**

- 3.1 VESI and the Mayor will work under the direction of the Village Council with the advice and counsel of the Village Solicitor.
- 3.2 Due to the complexity of the electric utility industry and the uncertainties of its associated restructuring activities, the Mayor will contract with VESI to provide the necessary expertise to represent the Village's interest in legislative and regulatory matters and/or to service as the Aggregation Program Manager. Such services may include, but are not limited to facilitating consumer enrollment and opt-out, assisting with consumers education, addressing consumer questions and concerns, providing reports on program operation, enrollment and savings. VESI will represent the Village in dealings with

AEP, the Ohio Legislature, the PUCO and the OCC.

#### **Article Four. Selection of a CRES Provider**

4.1 The Village will develop a contract with VESI for firm, all requirements service. The Village will contract with VESI and VESI certifies that it meets minimum criteria:

- (a) VESI is certified as a CRES by the PUCO.
- (b) VESI is registered with AEP.
- (c) Have a service agreement under AEP's or its successor organization's Open Access Transmission Tariff.
- (d) Successfully completed Electronic Date Interchange (EDI) computer system testing with AEP, and Volunteer Energy Services, Inc.'s EDI computer system is capable of effectively processing Aggregation Program EDI transactions in a timely manner.
- (e) Meet standards or creditworthiness established by the Village, AEP and the PUCO.
- (f) Have a toll-free customer call center and Internet web site capable of effectively handling participants' questions, concerns and disputes in a timely manner.
- (g) Hold the Village harmless from any financial obligations arising from offering electricity and/or energy-related services to Aggregation Program participants.

(h) VESI's contract will run for a fixed term (i.e., two years) and contain all pricing, charges, switching fees, etc. in clear and easily understood terms.

(i) The Village Council will approve and authorize, by ordinance, the contracts entered into by the Village with VESI.

#### **Article Five. Process**

5.1 On November 3, 2015, the Village voters approved the development of a form of governmental electric aggregation known as "opt-out" aggregation. Under the opt-out program, all AEP residential and business customers in the Village are automatically included as participants in the program unless they opt-out of the program by providing written notice of their attention not to participate. As required by state law, the Village Council passed an Ordinance, which authorized submitting the selection of opt-out aggregation to the Village voters.

5.2 In addition to obtaining necessary Village Council approvals, the Village is also required to comply with various PUCO regulations.

5.3 Through a negotiation process, the Village will develop a contract with a VESI for firm full-requirements electric service. The contract will run for a fixed term (i.e., two years). Once the contract has been finalized, it will be submitted to the Village Council for approval.

5.4 The opt-out notice for the Village's program will be sent to all eligible electric customers in the Village upon approval of this plan, setting forth the rates, terms and conditions of the

program, and giving twenty-one (21) days to opt-out of the Program. A similar opt-out period will be offered every two years during which time consumers can leave the Aggregation Program without paying a switching fee.

- 5.5 The Aggregation Program covers the power supply or generation portion only of a participant's electric bill. AEP will still deliver the electricity purchased from the Village's CRES provider, to customers. Customers will receive only one bill from AEP, and all metering, repairs and emergency service will continue to be provided by AEP.
- 5.6 The City developed this Plan of Operation and Governance in compliance with Ohio law regarding municipal opt-out aggregation of electric consumers, including at least two public hearings prior to its adoption.

#### **Article Six. Community Reinvestment Program**

- 6.1 VESI recognizes the difficult job facing elected and appointed officials in running and maintaining our local communities, therefore as part of VESI's Community Reinvestment Program, VESI will contribute **1/8th** of a mil per kwh per year for the electric supplied through the aggregation program to the Village.
- 6.2 These funds are to be deposited into a special account established by the Village. It is agreed by the Village and VESI that these funds will be used as the Village's matching grant funds for programs such as CDBG (Community Development Block Grants), Issue II, Transportation Enhancement, etc., etc. or for any project which the Village

approves by resolution or by ordinance.

- 6.3 In order to maintain and upgrade local services, grants have to be utilized. Most grants require some type of local match.
- 6.4 It shall be the local government's decision on which grant programs these funds should be used for. It is the intent of VESI to allow as much flexibility as possible in the decision making process.
- 6.5 These funds can be combined from year to year.
- 6.6 These funds will be paid to the Village as long as they remain in the choice program with VESI. These funds will be paid to the Village on an annual basis.
- 6.7 Review of this program will be done by VESI on as needed basis and cancellation of this program can occur if in the opinion of VESI the funds are not being utilized as agreed to by both VESI and the Village.

#### **Article Seven. Operation Plan**

##### **7.1 Aggregation Services.**

- (a) Provider: The Village will use VESI to perform and manage aggregation services for its members. The provider shall provide adequate, accurate, and understandable pricing terms and conditions of service, including any switching fees and the conditions under which a member may rescind a contract without penalty. The provider must provide the Village, if requested, an electronic file containing the members' usage, and charges. The provider must have a local phone number or a toll-free number for

members to call.

- (b) Database: The retail electric generation provider will build and maintain a database of all members. The database will include the name, address, AEP account number, and retail electric generation provider's account number of the member, and other pertinent information such as rate code, rider code (if applicable), most recent twelve (12) months of usage and demand, and meter read cycle. This database will be updated at least quarterly. Accordingly, the retail electric generation provider will develop a process to be implemented that will be able to accommodate at a minimum members who (1) leave the program due to relocation, opting out, etc. (2) decide to enter the program; (3) relocate within the Village, and (4) move into the Village and desire to enter the program. This database shall also be capable of eliminating PIPP customers from the program, should that be necessary, and those who have opted out. The retail electric generation provider will use this database to perform bill audits for clerical and mathematical accuracy of members' bills.
- (c) Member Education: The retail electric generation provider will develop, with the assistance of the Village, an educational program that generally explains the aggregation program to members, provides updates and disclosures mandated by Ohio law and PUCO rules, and implements a process to opt-out of the program at least every three years, without paying a switching fee to the Village or the provider. See

Appendix A for a detailed description of the education process.

- (d) Billing: The Village will use the retail electric generation provider, or its designated agent, to provide billing services to each member for the competitive retail electric services, with no additional administrative fee. At this time, AEP will render the billing statement, which should be consistent with all applicable guidelines issued by the PUCO. As this market develops, the Village may, at its option and in consultation with the Provider, change this function to the retail electric generation provider or a billing agency.
- (e) Compliance Process: The retail electric generation provider will develop internal controls and processes to ensure that the Village remains in good standing as a government aggregator that complies with all laws, rules and regulations surrounding the same, as they may be amended from time to time. It will be the retail electric generation provider's responsibility to deliver periodic reports that will include at a minimum (a) the number of members participating in the program; and (b) a savings estimate or increase from the previous year's baseline. The retail electric generation provider will also develop a process to monitor and provide notification of any changes in laws, rules or regulations.

#### **Article Eight. Notification to AEP**

- 8.1 The Village's AEP consumers that do not opt-out of the Village's aggregation



group will be enrolled automatically in the aggregation program. Participants in the Village's aggregation group will not be asked to take other affirmative steps in order to be included in the group. To the extent that AEP requires notification to AEP. The provider will inform AEP of any individuals who may have been permitted to join the aggregation group after the expiration of the enrollment period.

#### **Article Nine. Power Supply Agreement**

9.1 The power supply agreement will provide for the provider to service the City's government aggregation group. Under the agreement, the terms for power supply to members will be for two years from the beginning of service.

#### **Article Ten. Village of Cadiz Certified Retail Electric Service (CRES).**

10.1 CRES shall satisfy each of the following requirements:

- (a) Has sufficient sources of power to provide retail firm power to the residents of the Village.
- (b) Is a licensed Federal Power Marketer with the Federal Energy Regulatory Commission.
- (c) Is certified as a CRES by the PUCO.
- (d) Is registered as a generation supplier with AEP.
- (e) Has a service agreement for network integration transmission service under (CRES) Open Access Transmission Tariff.

- (f) Has a service agreement under (CRES) Market-based rate tariff.
- (g) Has the corporate structure to sell retail firm power to the AEP customers in the Village.
- (h) Its electric data interchange computer network is fully functional and capable of handling the AEP retail electric customers in the Village.
- (i) Has the marketing ability to reach all AEP retail electric customers to educate them on the Village's aggregation program.
- (j) Has a call center capable of handling the Village's aggregation group customer calls.
- (k) Has a toll-free number as required by the PUCO for customer service and complaints related to the Village's aggregation program.
- (l) Will hold the Village financially harmless from any financial obligations arising from supplying power to the AEP retail electric customers in the Village.
- (m) Satisfies the State of Ohio's and the Village's credit requirements.
- (n) Will execute the power supply agreement.
- (o) Will assist the Village in filing the annual reports required by the PUCO and Section 4805.10(A), Section 4911.18(A) and Section 4928.06(F) of the Ohio Revised Code.



- (p) Will assist the Village in developing a Consumer Education Plan.

#### **Article Eleven. Activation of Service**

- 11.1 After a notice is sent out to all electric customers in the Village providing twenty-one (21) days to opt-out of the program, all customers who do not opt-out will be automatically enrolled in the program. Generation service activation will occur thereafter without consumer action beginning on the customer's normal meter read date within the month when power deliveries begin under the aggregation program.

#### **Article Twelve. Changes, Extension or Renewal of Service**

- 12.1 The current agreement for power supply service with the approved CRES will provide service for two years beginning upon activation of service. If the agreement is extended or renewed, members will be notified as required by law and the rules of the PUCO as to any changes in rates or service conditions. At least every two years all AEP customers in the Village will be given an opportunity to opt into or out of the program, and reasonable notice will be provided as required by law and PUCO rules. Participants will also be notified of their right to select an alternate generation supplier and of their ability to return to AEP's standard service offer.

#### **Article Thirteen. Termination of Service**

- 13.1 In the event that the power supply agreement is terminated prior to the end of the term, each individual member of the aggregation group will receive

written notification of the termination of the program at least sixty (60) days prior to termination of service. If the agreement is not extended or renewed, members will be notified as required by law and the CRES rules of the PUCO in advance of the end of service. Member will also be notified of their rights to select an alternate generation supplier and of their ability to return to AEP's standard service offer upon termination.

#### **Article Fourteen. Opt-In Procedures**

- 14.1 AEP customers will be automatically enrolled in the program after a 21-day opt-out period, unless they return the form to be provided, notifying the provider that they do not want to participate. AEP consumers in the Village may request to join the aggregation group after the expiration of the enrollment period by contacting the provider, who shall determine whether to accept them into the program, and at what rate, subject to written policies mutually agreed upon by the Village and the provider. The agreed upon policy shall be consistent with AEP's service activation requirements. Aggregation group participants who move from one location to another within the corporate limits of the Village shall retain their participant status.

#### **Article Fifteen. Opt-Out Procedures**

- 15.1 AEP consumers may opt-out of the Village's aggregation group at any time during the opt-out period without additional fees charged by the provider or the Village. Switching to a different generation supplier on the next meter read date, however, will occur when the next meter read is twelve (12) business

days or more from the date of the consumer's notice of intent to opt-out of the aggregation group. Notification of intent to opt-out of the aggregation group may be made by contacting the provider by telephone or in writing. Consumers who opt-out of the aggregation group will default to AEP standard service offer, until the consumer selects an alternate generation supplier.

#### **Article Sixteen. Universal Service and Low-Income Customer Assistance**

16.1 The Ohio Department of Development (ODOD), under the electric restructuring law, will provide one-stop shopping for low-income assistance programs. There are five low-income assistance programs: 1) Percentage of Income Payment Plan (PIPP); 2) The Home Energy Assistance Program; 3) The Home Weatherization Assistance Program; 4) The Ohio Energy Credit Program; 5) The Targeted Energy Efficiency and Weatherization Program. Ohio law allows the Director of the Ohio Department of Development to aggregate consumers that participate in PIPP and to competitively auction the generation supply for PIPP customers. Accordingly, PIPP customers may be included in the State's PIPP customer aggregation.

#### **Article Seventeen. Miscellaneous Governance Guidelines**

17.1 Village Council shall approve through Resolution or Ordinance the Plan of Operation and Governance for the aggregation program and any amendments thereto.

17.2 The Village shall contract with only retail electric generation providers certified by the PUCO for the provision of competitive retail electric service to the aggregation program members.

17.3 The Village will require any provider to disclose any subcontractors that it uses in fulfillment of the service described above.

17.4 The Village requires the provider to maintain either a toll-free telephone number, of a telephone number that is local to Village residents who are members.

#### **Article Eighteen. Liability**

18.1 The Village shall not be liable to participants in the aggregation group for any claims, however styled, arising out of the aggregation program or the provision of aggregation services by the Village or the provider. Participants in the aggregation group shall assert any such claims solely against the provider pursuant to the power supply agreement, under which such participants are express third-party beneficiaries.

#### **Article Nineteen. Complaint Dispute Resolution**

19.1 If you have any complaints regarding your electric service or your monthly bill, please contact us at 1-800-977-8374. Upon request, VESI will provide you up to twenty-four months of your payment history without charge. If your complaint is not resolved after you have called VESI, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO)

for assistance at 1-800-686-7826 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.puco.ohio.gov> Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). Additionally, the Ohio consumers' council (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.pickocc.org>

#### **Article Twenty. Education Process**

- 20.1 The provider will develop the educational program in conjunction with the Village. Its purpose will be to explain the aggregation program to its members, provide updates and disclosures as mandated by State law and the rules of the PUCO, and provide the opportunity for the members to opt-out of the program. The following are the program components:
- 20.2 Each residence within the limits of the Village will receive via U.S. Mail notification of: what government aggregation means, their membership in the government aggregation program, the procedure which must be followed in order to opt-out of the program, the price that they can expect to receive as a member of the program, and the deadline for returning the opt-out form. See the attached letter.
- 20.3 The provider will work with the Village to provide opportunities for educating residents in the Village about the program and consumer rights under the law, PUCO rules and this program. In addition, the provider and Village will work to provide education about and

other opportunities for energy efficiency measures to help consumers reduce energy consumption.

- 20.4 The provider will provide updates and disclosures as mandated by State law and rules of the PUCO.
- 20.5 The opt-out opportunity will be provided to the members of the program at least every two years. Should conditions, suppliers, price, or any other component of the program change within the two-year period, participants will be given a notice of their opportunity to opt-out of, or into the program.

#### **Article Twenty-One. Definitions**

**"Aggregation Program"** means the program developed by the Village of Cadiz, as a Governmental Aggregator under Section 4928 Ohio Revised Code, to provide AEP customers in the Village with retail electric generation services.

**"Community Reinvestment Program"** is a program where VESI contributes funds to a participating community for a specific purpose. The purpose of these funds are designated and outlined in the contract between VESI and the community.

**"Government Aggregator"** means the Village and its legislative authority acting as an aggregator for the provision of a competitive retail electric service under the authority conferred under Section 4928 of the Ohio Revised Code.

**"Member"** means a person enrolled in the Village of Cadiz Government Aggregation Group for Competitive Retail Electric Services.

**“Retail Electric Generation Provider”**

**(“Provider”)** means an entity certified by the Public Utilities Commission of Ohio (“PUCO”) to provide competitive retail electric service(s), and which is chosen by the Village to be the entity responsible to provide the required service related to “Government Aggregation” as defined in Section 4928 of the Ohio Revised Code and applicable provisions of the rules of the PUCO.

**“Competitive Retail Electric Service”**

**(“CRES”)** means a component of electric retail service that is deemed competitive pursuant to the Ohio Revised Code or pursuant to an order of the PUCO.

Execution of Agreement

The Parties acknowledge their agreement to the terms herein by their signatures below.

Village of Cadiz

By: Ken Zitko

Name: Ken Zitko

Title: Mayor

Date: 6-21-18

Volunteer Energy Services, Inc.

By: Richard A. Curnutte

Name: Richard A. Curnutte Sr.

Title: President

**MASTER AGREEMENT TO PROVIDE SERVICES TO AN  
AGGREGATED GROUP**

**BETWEEN**

**Village of Cadiz**

**AND**

**VOLUNTEER ENERGY SERVICES, INC.**

This Master Agreement ("Agreement"), is entered into as of the 21st day of June, 2018 ("Effective Date") by and between Volunteer Energy Services, Inc., ("VESI"), located at 790 Windmill Drive, Pickerington, Ohio 43147, and the Village of Cadiz, ("Cadiz" or "Governmental Aggregator"), located at 128 Court Street, Cadiz, Ohio 43907 an Ohio Governmental Aggregator (each a "Party" and collectively, "Parties").

**RECITALS**

A. VESI is certified by the Public Utilities Commission of Ohio ("PUCO") as a Competitive Retail Electric Service ("CRES") Provider to sell competitive retail electric service to customers in the State of Ohio utilizing existing transmission and distribution systems.

B. VESI is an energy services provider with broad experience in the provision of energy related services.

C. VESI desires to sell competitive retail electric service and related services to inhabitants of municipalities, townships or counties whose legislative authorities are acting as governmental aggregators for the provision of competitive retail electric service under authority conferred under Section 4928.20 of the Ohio Revised Code.

D. Both Parties have the corporate, governmental and/or other legal capacity(s), authority(s) and power(s) to execute and deliver this Agreement and related agreements and to perform all obligations hereunder.

E. Cadiz has been certified by the PUCO as a governmental aggregator pursuant to Chapter 4901:1-24-01, et. seq. OAC, and issued Certificate No: 16-1107E(1)

F. The Governmental Aggregator has established or desires to establish a program whereby the Governmental Aggregator may arrange for the provision of competitive retail electric service to its residential inhabitants receiving service under the utility's residential rates ("Residential Customers") and non-mercantile commercial inhabitants ("Commercial Customers"), which do not opt-out of or are otherwise eligible to participate in the program, all in accordance with applicable laws and regulations ("Aggregation Program"). Governmental Aggregator desires that VESI supply the total electric generation needs to all participants in the Aggregation Program.

G. By this Agreement, Cadiz and VESI desire to enter into a mutually beneficial energy and services provisions relationship whereby VESI shall provide competitive retail electric supply and may provide related administrative services ("Administrative Services") as agreed to from time to time by the Parties and as listed in Attachment A as necessary to fulfill the obligations of this Agreement.

H. Cadiz desires to enter into this Agreement with VESI to provide energy and energy-related services to members through the Aggregation Program.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

## **I. GENERAL REQUIREMENTS**

### **A. Governmental Aggregator Obligations and Authority**

1. The Governmental Aggregator, shall: (a) take all necessary action to become certified by the PUCO as a governmental aggregator of electricity; to remain so certified during the Term of this Agreement as set out in Section II(B); and to enact and maintain the appropriate legislation necessary to fulfill its role as a certified governmental aggregator; (b) establish and maintain an Aggregation Program available to those Residential Customers and Commercial Customers, within the boundaries of Cadiz, that the Governmental Aggregator has determined will be provided the opportunity to participate in the Aggregation Program ("Eligible Customers"); and (c) authorize VESI to contract for Electricity Supply (as defined in Section I(B)(1) below) with those Eligible Customers that do not opt-out of the Aggregation Program, rescind their switch to VESI as part of their enrollment in the Aggregation Program, otherwise terminate their participation in the Aggregation Program or Electricity Supply from VESI, or have their participation terminated by the Governmental Aggregator, or their service lawfully terminated by VESI or by the utility, Ohio Power Company (the "utility"), or otherwise ("Aggregation Program



Member" or "Member"), including without limitation the right to collect upon past due bills and balances.

2. The Governmental Aggregator shall, on a best efforts basis and in a timely manner, forward to VESI any notices which it may receive from the utility concerning Members' accounts served pursuant to this Agreement, including, but not limited to, verbal or written notices regarding any additional costs, changes in the terms and conditions of tariffs, rates or riders, and notices concerning the operation and reliability of the utility's system.

3. Governmental Aggregator has the authority to designate, and has designated VESI as its exclusive service provider for the Eligible Customers for the Term of this Agreement and any renewal or extension thereof.

4. VESI shall design, print and mail the required and any other enrollment and opt-out notices to all Eligible Customers, administer the opt-out process, including database preparation, handling of opt-out form information, and final enrollment list compilation, and provide a call center to handle information calls.

## **B. VESI Obligations**

1. Commencing on the Effective Date and during the Term and any renewal or extension thereof, subject to the terms of this Agreement and to the terms of any applicable transmission and distribution tariffs, including those of the utility, VESI shall provide, or arrange for provision of, electric generation supply, which currently includes electric energy, capacity, by-passable ancillary services, by-passable transmission and alternate and renewable energy requirements required by a competitive retail electric supplier to meet the full usage requirements for electric generation supply of the Aggregation Program Members ("Electricity Supply"). VESI shall arrange for the delivery of Electricity Supply in accordance with the requirements of the Member's utility and/or Independent System Operator ("ISO")/Regional Transmission Organization ("RTO") and according to the rules, regulations, and tariffs governing Electricity Supply from an alternative supplier. To the extent that any services or requirements are provided by the utility, all Governmental Aggregator's remedies shall be with the utility and VESI shall not be responsible for the provision of such services or for any fees or charges with respect thereto, shall pay no administrative fees, and shall not be liable for damages for any interruption of service by the utility or otherwise in connection therewith. In addition to and notwithstanding the foregoing, VESI is not responsible for the performance or failure to perform of the provider of such transmission, distribution, or ancillary services, or the consequences of such performance or failure to perform.



2. VESI shall be responsible for all acts necessary for VESI to perform its obligations hereunder, including but not limited to the scheduling of delivery of Electricity Supply hereunder.

3. VESI shall provide the Governmental Aggregator with the environmental disclosure data and other data it is required to provide, if any, to comply with the rules of the PUCO for distribution to Aggregation Program Members.

4. **Subcontracting.** A Party may subcontract the performance of its obligations under this Agreement as permitted by law and regulation. However, no subcontract shall relieve the Party of any of its obligations and/or liabilities under this Agreement. A Party shall be responsible for all payments and obligations as between itself and its subcontractors, and the other Party shall not be responsible for payments to any such subcontractor.

5. **Customer Data and Load Forecast Information.** VESI and Governmental Aggregator shall comply with the utility tariff and cooperate to obtain all available Eligible Customers' data and historical load and load forecast information, related to the Eligible Customers' load and consumption, from any entity in possession of such data.

6. **Service Inquiries and Service Notices to Customer.** Members may direct inquiries regarding this Agreement, and Electricity Supply provided hereunder, and any electric generation supply or billing questions, to VESI at the address and phone number provided in Section XI(A). Members should direct inquiries concerning utility related emergency, power outage, wire or service maintenance, metering, utility service billing or other similar utility related concerns to the utility.

7. **Damage to Customer Property.** Governmental Aggregator and Members acknowledge and agree that VESI shall have no responsibility for damage to any property, or to any equipment or devices connected to the Members' electrical systems. VESI may access Members' property to comply with law or regulation or in connection with its obligations as contemplated by this Master Agreement

## II. PRICE, TERM AND TERMINATION

### A. Price

1. Subject to the provisions of this Agreement, VESI shall provide Electricity Supply to all Members at the price(s) set forth on Attachment B. From the Effective Date of this Agreement to the date on which opt-out notices to Eligible Customers are sent, VESI may, subject to the consent of the Governmental Aggregator, adjust the pricing in Attachment B to reflect current market conditions, Utility-provided load information of Eligible Customers and/or otherwise maintain the benefits to it as contemplated by this Agreement. In the event that the Governmental Aggregator does not consent to

such price adjustment within ten (10) days of VESI's notice thereof to the Governmental Aggregator, VESI shall have the right to terminate this Agreement without liability.

2. Pricing for Electricity Supply following the termination of this Agreement shall be determined by mutual agreement of the parties.

3. As between the Governmental Aggregator and VESI, VESI shall be responsible for the risk of non-payment by any Member of the Aggregation Program.

## **B. Term of Agreement and Termination**

1. **Initial Term.** The Initial Term of the Agreement shall be for the term identified in the Attachment B, subject to the provisions of this Agreement, including, the provisions of this Article II (the "Initial Term"). Notwithstanding the foregoing, Members shall have the right to opt-out of the Aggregation Program at least every three years without penalty. Electricity Supply to individual Members will commence with the initial flow of Electricity Supply provided by VESI to that specific Member under the written terms and conditions of Electricity Supply (Electric Service and Supply Contract) included with the opt-out notifications, and continue through the Term unless the Member opts-out of the Aggregation Program, or unless the Electric Service and Supply Contract is otherwise terminated, or this Agreement is terminated per its terms.

2. **Renewal Term.** This Agreement shall be extended for an additional term ("Renewal Term") of identical length to the Initial Term set forth in Exhibit B, provided that (i) VESI has submitted written notice to the Aggregation members not less than sixty (60) days prior to the expiration of the Initial Term setting forth all rates and charges that will be applicable during the Renewal Term to Members who do not opt out and (ii) Cadiz shall have taken no necessary legislative action to reject the rates and charges noticed as provided herein not less than thirty (30) days prior to the expiration of the Initial Term. The same process shall be followed prior to the expiration of any Renewal Term. Members shall receive an opt-out notice from VESI stating their right to opt out of the Aggregation Program during the Renewal Term, which shall prominently disclose to Members all changes to the terms and conditions associated with the aggregation. Such opt-out period shall extend at least twenty-one (21) days from the date of the postmark on the written notice. The "Term" of this Agreement shall include the Initial Term and all Renewal Terms.

3. **Term of Enrollment.** Members shall remain enrolled in the Aggregation Program until the Member exercises the right to opt-out, set forth in this Agreement; they otherwise terminate their participation in the Aggregation Program; their participation in the Aggregation Program is terminated by the Governmental Aggregator; their Electricity Supply is lawfully terminated by VESI or the utility; their electric service is terminated by the utility; or until this Aggregation Program is terminated, whichever occurs first.

**4. Effective Date of Agreement and Termination.** This Agreement shall commence on the Effective Date. This Agreement may be terminated prior to the expiration of the Term, in compliance with this Agreement's provisions, if: (1) the Governmental Aggregator does not enact or maintain legislation authorizing the Aggregation Program, or fails to maintain PUCO Certification; (2) by the non-breaching Party if a Party is in material breach of this Agreement; (3) VESI fails to maintain its PUCO Certification; or (4) any of the situations described in Section III occur and parties are unable to mutually negotiate modification(s) to the Agreement so that the adversely-affected Party may be restored to a reasonably similar economic position that the adversely-affected Party would have been in but for the occurrence of the events set forth in Section III. This Agreement shall terminate upon the expiration of this Agreement's Term (or renewal thereof). This Agreement may be renewed by mutual agreement for a term agreed upon by the Parties.

**5. Termination of Member Contracts.** Members initially enrolled in the Aggregation Program shall receive Electricity Supply at the rate(s) set forth in Attachment B. If this Agreement is terminated prior to the end of the Term pursuant to the terms of this Agreement, the competitive retail electric supply Member contracts will terminate early and the Members may choose another supplier of Electricity Supply or will be switched to the utility service in accord with the standard switching rules and applicable notices. The Members are responsible for arranging their Electricity Supply upon expiration or termination of this Agreement. If this Agreement is terminated prior to the end of the Term and a Member has not selected another supplier, such Member will be returned to the standard service offer from the utility.

**6. Termination Obligations.** Termination of this Agreement shall not relieve either Party of the obligation to pay amounts owed for actual performance of obligations rendered prior to the termination of this Agreement.

**7. Termination Notices.** Prior to termination hereunder, the terminating Party shall exercise its best efforts to communicate to the non-terminating Party the upcoming possibility of termination. In the event that this Agreement is terminated prior to the end of the Term, each individual Member of the Aggregation Program will be provided written notification from the terminating Party of the termination of the Agreement at least sixty (60) days prior to termination, or as set forth in the governance plan, and in compliance with other regulatory or legal requirements and Members will also be notified of their right to return to the utility or to select an alternate Electricity Supply supplier. All other notification(s) shall be in accordance with PUCO requirements.

### **III. REGULATORY CONTINGENCIES**

**A. Regulatory Events.** The following will constitute a "Regulatory Event" governing the rights and obligations of the Parties under this Agreement:

1. **Illegality.** If, due to the issuance of an order, or adoption of, or change in, any applicable law, rule, or regulation, or in the interpretation of any applicable law, rule, or regulation, by any judicial, regulatory, administrative or government authority with competent jurisdiction, it becomes unlawful for a Party to perform any obligation under this Agreement.

2. **Material Adverse Government Action.** If (A) any regulatory agency or court having competent jurisdiction over this Agreement requires a change to the terms of the Agreement that materially adversely affects a Party, or (B) any regulatory or court action adversely and materially impacts a Party's ability to perform or otherwise provide Services pursuant to this Agreement.

3. **New Taxes.** If any ad valorem, property, occupation, severance, transmission, distribution, generation, first use, conservation, Btu or energy, transmission, utility, gross receipts, privilege, sales, use, consumption, excise, lease, or transaction or other taxes or any other governmental charges, licenses, fees or assessments (other than such charges based on net income or net worth), or increases in such charges, or an application of such charges to a new or different class of parties, is levied or enacted and effective after the Effective Date of this Agreement.

4. **Specified Regulatory Events.** Regulatory changes or rulings, legislative and agency acts, and judicial rulings covered by Section III.A include but are not limited to: i) material changes affecting VESI's and/or Governmental Aggregator's electric supplier certification/franchise status, fees, costs, or requirements; ii) other changes or clarifications of federal, state or local government certification, licensing or franchise requirements for electric power suppliers; iii) changes to existing or new charges, fees, costs and/or obligations, including without limitation transmission or capacity requirements or charges, that may be imposed upon VESI by the utility, a regional transmission organization, independent transmission system operator, independent transmission provider or government agency; iv) changes to existing or new charges, fees, costs, credits, emission allowance requirements, permitting requirements and/or obligations associated with environmental or energy law and regulations ( including, without limitation, alternative energy requirements, carbon and greenhouse gas, or other similar controls) and v) other changes to or requirements of retail electric customer access or aggregation programs, in each of the foregoing cases in a manner which will not reasonably allow VESI to perform economically as contemplated hereunder; and provided that in each such case such actions or effects were not known and in effect at the time of the Effective Date of this Agreement.

**B. Notice, Negotiation, and Early Termination.** Upon the occurrence of a Regulatory Event, the adversely affected Party shall give notice to the other Party that such event has occurred promptly upon its knowledge thereof. The Parties will mutually attempt to negotiate modification(s) to the Agreement so that the adversely-affected Party may be restored to a reasonably similar economic position that the adversely-affected Party would have been in under this Agreement but for the occurrence of the Regulatory

Event. If the Parties are unable, within thirty (30) days of entering into negotiations, to agree upon modification(s) to this Agreement, the adversely affected Party shall have the right, upon thirty (30) days' notice, to terminate this Agreement without liability and close out its obligations hereunder.

#### **IV. ENERGY SCHEDULING, TRANSMISSION, PRICING AND DELIVERY**

**A. Scheduling, Transmission and Delivery of Power.** VESI shall schedule energy as required by the transmission supplier and the utility, and shall arrange for transmission and distribution service to the Members. VESI will arrange for necessary electric distribution and transmission rights for delivery of such energy to provide the Electricity Supply hereunder and subject to the understanding that VESI has an obligation to make firm deliveries to Members as set forth in Section I(B) except pursuant to Section III or Section VII of this Agreement. VESI does not take responsibility for any delivery of services supplied by the utility or transmission supplier, or for the consequences of the failure to provide such services.

**B. Activation of Service.** Electricity Supply to a Member will commence after the Member has been enrolled by VESI and the Member has been switched by the utility to VESI on the Member's regularly scheduled meter read date in accordance with the standard switching rules, all as set forth in the Members' Electric Service and Supply Contract(s). The utility will be solely responsible for following the policies and procedures set forth in its approved tariff regarding enrollment of Members. VESI shall not be responsible to Member in the event the utility or ISO/RTO disconnects, suspends, curtails or reduces service to Member (notwithstanding whether such disconnection is directed by the ISO/RTO or utility) in order to facilitate construction, installation, maintenance, repair, replacement or inspection of any of the utility's facilities, or to maintain the safety and reliability of the utility's electrical system, or due to emergencies, forced outages, potential overloading of the utility's transmission and/or distribution circuits, or Force Majeure or for any other reason permitted by the utility's tariff or any other acts or omissions of the utility.

**C. Unexcused Failure of Delivery.** In the event that VESI fails to supply all or part of the Electricity Supply to a Member as contemplated herein and VESI's failure is not excused by a Force Majeure Event, THE SOLE REMEDY IN ANY CLAIM OR SUIT AGAINST VESI WILL BE LIMITED TO THE LESSER OF THE DIRECT ACTUAL DAMAGES, OR THE AMOUNT PAID TO VESI FOR SUCH ELECTRICITY SUPPLY FOR THE SIX MONTH PERIOD PRIOR TO THE OCCURRENCE THAT GAVE RISE TO SUCH CLAIM.

**D. Additional Costs.** In addition to the charges described in the Pricing Schedule of Attachment B to this Agreement, if a Regulatory Event as described in Section III.A occurs, or if action is taken by the utility, applicable regional transmission organization, transmission provider, or any federal, state or local governmental authorities which levies, enacts or establishes or materially changes the amounts charged by such



entities to VESI or charged by such entities to VESI's wholesale supplier and flowed-through to VESI, which materially changes the manner in which VESI provides service to Governmental Aggregator and Members, VESI may, at its sole discretion, elect to adjust the Price(s) set out in Attachment B to account for any such cost increases or other changes. Members will receive no discount or percent-off of these additional charges.

## **V. BILLING, PAYMENTS AND METERING**

A. **Billing.** Billing shall be provided by the utility under a consolidated billing format pursuant to the utility's tariff provisions and PUCO rules applicable to Member(s). If a Member fails to pay amounts due within the specified time period for said payments in accord with the utility's tariff and PUCO regulations, VESI retains the right to assess late payment fees on, or terminate service to any Member that fails to pay amounts due within the specified time period for said payments. VESI will offer budget billing, provided that the utility offers a utility consolidated bill ready billing option. Summary billing may be offered if arrangements are made with VESI.

B. **Metering.** If additional metering or monitoring equipment is required by the utility, the Members will pay for such metering and meter installation expense. In addition, the Members shall pay for the installation and maintenance of any needed telecommunications equipment.

## **VI. DEFAULT AND REMEDIES**

### **A. Event of Default.**

1. A "Cadiz Event of Default" shall mean the occurrence of any of the following and the passage of any cure period set forth therein: any representation or warranty made by Cadiz in Section IX hereunder is false or misleading in any material respect when made or deemed made; the non-excused failure to perform any material covenant or obligation set forth in this Agreement that is not excused as a Force Majeure Event and such failure is not remedied within thirty (30) days after written notice thereof unless the cure requires longer than the thirty (30) days to effect and the Cadiz is diligently working towards such cure; and/or Governmental Aggregator becomes insolvent.

2. A "VESI Event of Default" shall mean the occurrence of any of the following and the passage of any cure period set forth therein: the failure to make, when due, any undisputed payment required pursuant to this Agreement if such failure is not remedied within ten (10) Business Days after written notice; any representation or warranty made by VESI in Section IX hereunder is false or misleading in any material respect when made or when deemed made; the non-excused failure to perform any material covenant or obligation set forth in this Agreement that is not

excused as a Force Majeure Event if such failure is not remedied within thirty (30) days after written notice thereof, unless the cure period reasonably requires more than thirty (30) days to effect and VESI is diligently working towards such cure; and/or VESI becomes insolvent.

**B. Rights and Remedies for a Cadiz Event of Default.** Subject to other provisions of this Agreement, if Cadiz is the defaulting Party hereunder, so long as such Cadiz Event of Default shall have occurred and be continuing, VESI shall (i) have the right by notice to Cadiz to designate a date ("Early Termination Date"), no earlier than the day such notice is effective and no later than twenty (20) days after such notice is effective, on which this Agreement shall terminate and to terminate this Agreement on the Early Termination Date, (ii) have the right to suspend performance under this Agreement, and/or (iii) have all rights available at law and in equity. In addition to the foregoing remedies, VESI shall have the right to seek the remedies of specific performance of Cadiz' and Members' obligations hereunder and/or injunctive relief to continue to provide competitive retail electric supply hereunder. In the case of a Cadiz Event of Default, the Parties recognize that damages or other amounts to be received by VESI hereunder may be inadequate because this Agreement is unique and the actual damages of VESI may exceed any amounts to be received by VESI hereunder. Therefore, Cadiz waives all of its rights to assert as a defense to an action for specific performance and injunctive relief that the amounts payable to VESI hereunder are adequate to cover the actual damages of VESI.

**C. Rights and Remedies for a VESI Event of Default.** Subject to other provisions of this Agreement, if VESI is the defaulting Party hereunder, so long as such VESI Event of Default shall have occurred and be continuing, Cadiz shall have the right (i) by written notice to VESI to designate an Early Termination Date, no earlier than the day such notice is effective and no later than 20 days after such notice is effective, and to terminate this Agreement on the Early Termination Date, (ii) suspend performance under this Agreement, and/or (iii) have all rights available at law and in equity. Notwithstanding any other provision of this Agreement, the remedies set forth in the Section shall be the sole and exclusive remedies for any failure of VESI to deliver competitive retail electric supply. As long as VESI is supplying competitive retail electric supply to the Members at the price and upon the terms and conditions of this Agreement, Cadiz shall not have the right to terminate this Agreement or suspend performance.

**D. Duty to Mitigate.** Each Party agrees that it has a duty to reasonably mitigate damages and covenants that it will use commercially reasonable efforts to minimize damages it may incur as a result of the other Party's failure to perform pursuant to this Agreement.

## VII. FORCE MAJEURE

A. **Force Majeure.** Performance Excused. Neither Party shall be considered to be in default in the performance of its obligations under this Agreement, if its failure to perform results directly or indirectly from a Force Majeure Event that it properly gives notice of to the other Party under this Agreement. If despite its commercially reasonable efforts, either Party is unable, wholly or in part, to meet its obligations under this Agreement due to a Force Majeure Event, the obligations of each Party, other than the obligation to make payments due for performance rendered hereunder, so far as they are affected by such Force Majeure Event, shall be suspended during such period of the Force Majeure Event. The Party claiming excuse due to a Force Majeure Event shall exercise commercially reasonable efforts and due diligence to remove the inability to perform as soon as reasonably possible so that the affected period shall be no longer than that necessarily affected by the Force Majeure Event and shall exercise commercially reasonable efforts and due diligence to mitigate the effects of the Force Majeure Event. Nothing contained in this Section VII shall be construed as requiring a Party to settle any strike or labor dispute in which it may be involved.

B. **Force Majeure Event.** For purposes of this Agreement, a "Force Majeure Event" shall mean any non-economic cause beyond the reasonable control of the Party affected and shall include, but not be limited to, Acts of God, winds, floods, earthquakes, storms, droughts, fires, pestilence, destructive lightning, hurricanes, washouts, landslides, tornadoes and other natural catastrophes; strikes, lockouts, labor or material shortage, or other industrial disturbances; acts of the public enemies, epidemics, riots, civil disturbances or disobedience, sabotage, wars or blockades; the failure of facilities, governmental actions such as necessity to comply with any court order, law, statute, ordinance or regulation promulgated by a governmental authority, a change in law or court order; provided, however, that any such discretionary acts, failure to act or orders of any kind by Aggregator may not be asserted as a Force Majeure Event by Governmental Aggregator or any Member; or any other reasonably unplanned or non-scheduled occurrence, condition, situation or threat not covered above and not caused by a Party's action or inaction, which renders either Party unable to perform its obligations hereunder, provided such event is beyond the reasonable control of the Party claiming such inability. A change in economic electric power market conditions shall not constitute a Force Majeure Event. Failure or interruptions, including without limitation, government ordered interruptions, on the systems of generation, transmission or distribution relied upon for supplying Electricity Supply under this Agreement shall constitute a Force Majeure Event if VESI has arranged for service on these systems at a level of firmness as required to provide the Electricity Supply agreed upon herein.

C. **Notification.** If either Party is unable to perform any of its obligations under this Agreement due to a Force Majeure Event, then said Party shall notify the other Party in writing as soon as possible, but no later than seventy-two (72) hours after the start of the Force Majeure Event. The written notice shall include a specific description of the cause and expected duration of the Force Majeure Event.



## **VIII. LIMITATION OF LIABILITY, WARRANTIES AND GUARANTIES**

**A. LIABILITY.** IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT TO THE OTHER, TO A MEMBER OR TO A THIRD PARTY FOR INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES CONNECTED WITH OR RESULTING FROM PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER SUCH CLAIMS ARE BASED UPON A STATUTE, BREACH OF WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE OF ANY DEGREE), STRICT LIABILITY, CONTRACT, OPERATION OF LAW OR OTHERWISE. THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH SECTION VI(C) PROVIDES THE EXPRESS REMEDY OR MEASURE OF DAMAGES, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISIONS AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED.

FOR ALL OTHER PROVISIONS OF THIS AGREEMENT FOR WHICH NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERE TO, INCLUDING THE NEGLIGENCE OF ANY PART, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

**B. DISCLAIMER.** VESI DOES NOT WARRANT OR GUARANTEE THE UNINTERRUPTED DELIVERY OF ELECTRICITY SUPPLY TO MEMBERS DURING FORCE MAJEURE EVENTS. VESI WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR THE OPERATIONS OF THE UTILITY, INCLUDING BUT NOT LIMITED TO, THE INTERRUPTION, TERMINATION, FAILURE TO DELIVER, OR DETERIORATION OF UTILITY'S TRANSMISSION OR DISTRIBUTION SERVICE. EXCEPT AS MAY BE SPECIFICALLY PROVIDED HEREIN, NO IMPLIED WARRANTIES OF ANY KIND, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE SHALL BE APPLICABLE TO THIS AGREEMENT.

## **IX. REPRESENTATIONS AND WARRANTIES**

**A. Representations and Warranties by VESI.** VESI hereby represents and warrants to Cadiz as of the Effective Date as follows:

1. VESI is a corporation, duly formed, validly existing and in good standing under the laws of the State of Ohio;
2. VESI has all authorizations from any governmental authority necessary for it to legally perform its obligations under this Agreement or will obtain such authorizations in a timely manner prior to when any performance by it requiring such authorization becomes due;
3. The execution and delivery of, and performance under, this Agreement are within VESI's powers, have been duly authorized by all necessary action and do not violate, conflict with or breach any of the terms or conditions in its governing documents or any contract to which it is a party or any governmental rule applicable to it;
4. This Agreement has been duly executed and delivered by VESI, and this Agreement (assuming due authorization, execution and delivery of all Parties) constitutes legal, valid and binding obligations of VESI enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization and other laws affecting creditor's rights generally and general principles of equity, regardless of whether such enforceability is considered in a proceeding inequity or at law;
5. None of the documents or other written information furnished by or on behalf of VESI to Cadiz or Eligible Customers pursuant to this Agreement contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements contained herein or therein, in the light of the circumstances in which they were made, not misleading; and
6. No insolvency proceeding is pending against it or to its knowledge threatened against it.

**B. Representations and Warranties by Cadiz.** Governmental Aggregator hereby represents and warrants to VESI as of the Effective Date as follows:

1. Cadiz is duly certificated as a duly authorized Governmental Aggregator of Electricity under Ohio Revised Code Section 4928.08;
2. Cadiz has all authorizations from any governmental authority necessary for it to legally perform its obligations under this Agreement;
3. The execution and delivery of, and performance under, this Agreement are within Cadiz's powers, have been duly authorized by all necessary action and do not

violate, conflict with or breach any of the terms or conditions in its governing documents or any contract to which it is a party or any governmental rule applicable to it. Neither the execution or delivery by Cadiz of this Agreement nor the consummation by Cadiz of the transactions contemplated hereby or thereby does or will result a breach or violation of the governance plan establishing Cadiz's Aggregation Program, or its bylaws, or any material provision of the governance document related thereto;

4. This Agreement has been duly executed and delivered by Cadiz, and this Agreement (assuming due authorization, execution and delivery of all Parties) constitutes legal, valid and binding obligations of Cadiz, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization and similar laws affecting creditors' rights and remedies generally, to general principles of equity, regardless of whether such enforceability is considered in a proceeding inequity or at law;

5. Cadiz is entering into this Agreement with a full understanding of all of the risks disclosed in this Agreement (economic and otherwise), and it is capable of assuming and willing to assume those risks;

6. None of the documents or other written information furnished by or on behalf of Cadiz to VESI pursuant to this Agreement contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements contained herein or therein, in the light of the circumstances in which they were made, not misleading; and

7. Cadiz has the contractual right to enter into this Agreement, to designate VESI as the exclusive provider for the Aggregation Program, to contract with VESI to supply Electricity Supply and Administrative Services to meet the obligations of its Aggregation Program Members, and shall enforce its contractual agreements and rights.

## **X. CONFIDENTIAL INFORMATION**

**A. Confidential Information.** Any Confidential Information, as defined in Subsection B of this Section, made available pursuant to this Agreement and conspicuously marked or stamped as "Confidential" shall be held in confidence by each of the Parties to protect the legitimate business needs and/or privacy interests of the Parties. With respect to multi-page documents that contain Confidential Information, the Parties may make such a designation by marking or stamping only the first page thereof. The Parties shall identify any matter deemed to be Confidential Information at the time the information is provided. Any information not designated, as Confidential Information shall not be covered by the protection contemplated herein, provided, however, that the inadvertent provision of information without a confidential designation shall not itself be deemed a waiver of the Party's claim of confidentiality as to such information that should reasonably have been understood to be confidential, and the Party may

thereafter designate the same as confidential, if the information is deemed confidential as set forth herein. This Agreement shall be considered Confidential Information and treated as such.

**B. Confidential Information Defined.** "Confidential Information" means any and all data and information of whatever kind or nature (whether written, electronic or oral) which is disclosed by one Party (the "Disclosing Party") to the other Party (the "Recipient") regarding itself, its business, the business of its affiliates, and/or the Aggregation Program. Confidential Information does not include information that: (a) is in the public domain at the time of disclosure; (b) passes into the public domain after disclosure, except by a wrongful act of the Recipient; (c) is disclosed to the Recipient by another not under an obligation of confidentiality; or (d) is already in the Recipient's possession prior to disclosure by the Disclosing Party.

**C. Obligation of Confidentiality.** Each Party agrees, for itself and its authorized representatives, to keep confidential all Confidential Information provided hereunder and to use the Confidential Information solely for purposes in connection with this Agreement, except to the extent that the Recipient determines that release of Confidential Information is required by law or regulation. The Recipient may disclose Confidential Information to each of its affiliates; provided, that, the Recipient shall be responsible to the Disclosing Party for any breach by the affiliate of the confidentiality obligations under this Agreement as if the affiliate were the Recipient hereunder. The Recipient shall make commercially reasonable efforts to notify the Disclosing Party if it intends to release any Confidential Information as required by law or regulation to afford the Disclosing Party an opportunity to seek a protective order prior to disclosure. The obligations for Confidentiality set forth in this Agreement, including but not limited to the non-disclosure obligations and the duty to return Confidential Information upon written request, shall survive the termination of this Agreement for a period of three (3) years thereafter.

**D. Proprietary Rights.** The Disclosing Party makes no representations or warranties as to the accuracy or completeness of the Confidential Information disclosed by it, but shall make reasonable efforts to ensure that all Confidential Information disclosed to Recipient is accurate and not misleading in all material respects. Each Party acknowledges the proprietary rights of the other Party in and to its respective Confidential Information.

## **XI. MISCELLANEOUS**

**A. Notices.** Any notices, requests or demands regarding the services provided under this Agreement and Attachments A and B shall be deemed to be properly given or made (i) if by hand delivery, on the day and at the time on which delivered to the intended recipient at its address set forth in this Agreement; (ii) if sent by U.S. Postal Service mail certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address shown below; (iii) if by Federal Express or other

reputable express mail service, on the next Business Day after delivery to such express service, addressed to the intended recipient at its address set forth in this Agreement; or (iv) if by facsimile, upon proof of successful transmission. The address of a Party to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other Party.

**VESI**

For Notices or Inquiries Regarding this Agreement:

Volunteer Energy Services, Inc.

Attn: Molly Lounsbury

790 Windmill Drive

Pickerington, Ohio 43147

Fax: 614-729-2352

Phone: 614-729-2351

E-Mail: mlounsbury@volunteerenergy.com

**Village of Cadiz**

For Notices or Inquiries Regarding this Agreement:

Village of Cadiz

Attn: Amy Ossman 

128 Court Street

Cadiz, Ohio 43907

Fax: (740) 942-4448

Phone: (740) 942-8844 EXT 225

E-Mail: clerk-treas@villageofcadiz.com

**B. Entire Agreement.** This Agreement, including Attachments A and B hereto, contains all of the terms and conditions of this Agreement reached by the Parties, and supersedes all prior oral or written agreements with respect to this Agreement. This Agreement may not be modified, amended, altered or supplemented, except by written agreement signed by all Parties hereto. No waiver of any term, provision, or conditions of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.

**C. Waivers.** Any request for a waiver of the requirements and provisions of this Agreement shall be in writing and must be approved in writing by the non-waiving Party. The failure of either Party to insist upon strict performance of such requirements or provisions or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment of such requirements, provisions or rights.

**D. Applicable Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio.



E. **Controlling Provisions.** In the event of any inconsistency between the terms herein and the terms of Attachments A and B hereto, the provisions of Attachments A and B shall control.

F. **Severability.** Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction. The non-enforcement of any provision by either Party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or the remainder of this Agreement.

G. **Non-Assignability.** This Agreement shall not be transferred or assigned by either Party without the express written authorization of the non-assigning Party, which authorization shall not be unreasonably withheld; provided, however, that such authorization may be withheld upon a reasonable determination that the proposed assignee does not have at least the same financial and technical abilities as the assignor. Notwithstanding the foregoing, VESI may, without the consent of Cadiz or any Member, (a) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangement; (b) transfer or assign this Agreement to an affiliate of VESI; or (c) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of VESI. Upon an assignment pursuant to (b) or (c), Cadiz and the Members agree that VESI shall have no further obligations regarding future performance hereunder. Except for any transaction pursuant to (a), either Party's assignee shall agree in writing to be bound by the terms and conditions of this Agreement, including Attachments A and B. Subject to the foregoing, this Agreement and Attachments A and B shall be binding upon and inure to the benefit of any permitted successors and assigns, to the extent permitted by law.

H. **Forward Contract.** The Parties acknowledge and agree that (a) this Agreement constitutes a forward contract within the meaning of the United States Bankruptcy Code, and (b) VESI is a forward contract merchant.

I. **Recitals.** The Parties agree and acknowledge that the prefatory statements and recitals in this Agreement are intended to be and shall be a part of the provisions of this Agreement.

J. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or electronic mail shall be effective as delivery of a manually executed counterpart of this Agreement.

K. **Press Releases, Public Information.** All press releases, and other written public statements, made by either Party regarding this Agreement must be mutually agreed to in writing by the Parties.

L. **Third Party Beneficiaries.** There are no third party beneficiaries to this Agreement. IN WITNESS WHEREOF, the Parties have duly executed this Agreement to be effective on the date first written above.

**Volunteer Energy Services, Inc.**

**The Village of Cadiz, Ohio**

Signed: Richard A. Carnutt Signed: Kenneth Zitko

Name: Richard A. Carnutt Name:

Title: President Title:

**The Village of Cadiz Electric  
Government Aggregation Program  
With Volunteer Energy Services, Inc.**

**May 15, 2016**

Village of Cadiz Resident,

The Village of Cadiz is providing you the opportunity to join other residents to save money on the electricity you use. Savings are possible through a program called governmental aggregation, where community officials bring together citizens to gain group-buying power for the purchase of electricity from a certified retail electric supplier certified by the Public Utilities Commission of Ohio. Voters in Cadiz approved this program in the November 3, 2015 election.

The Village has chosen Volunteer Energy Services, Inc., to provide you with savings on your electric generation through June 2018. There is no cost for enrollment, and you will not be charged a switching fee. You do not need to do anything to participate.

As a member of this aggregation, your price will be \_\_\_\_ cents per kwh hour for residential and \_\_\_\_ cents per kwh for commercial accounts.

You will see your electric savings from \_\_\_\_\_ after your enrollment has been completed and your switch has been finalized in approximately 30 to 45 days, depending upon your meter read date. Of course, you are not obligated to participate in the Cadiz electric governmental aggregation program. If you wish to be excluded from the program and remain a full-service customer of your local electric utility, AEP, you have until June ???, 2016 to return the attached "opt-out" form. If you do not opt-out at this time, you will receive a notice at least every two years asking if you wish to remain in the program. If you leave the program at any time, you could be subject to a cancellation fee from \_\_\_\_\_. In addition, you might not be served under the same rates, terms and conditions that apply to other customers served by AEP.

After you become a participant in this governmental aggregation program, AEP will send you a letter confirming your selection of Volunteer Energy Services, Inc. as your electric generation provider. As required by law, this letter will inform you of your option to cancel your contract with Volunteer Energy Services, Inc. within seven (7) days of its postmark. To remain in the Cadiz electric governmental aggregation program, you do not have to take any action when this letter arrives.

AEP will continue to maintain the system that delivers power to your home; no new poles or wires will be built by Volunteer Energy Services, Inc. You will continue to receive a single, easy-to-read bill from your local electric utility with your generation charges included. The only thing you will notice will be savings.

If you have any questions, please call Volunteer Energy Services, Inc. toll free at ????, Monday through Friday, 8:00 a.m. to 5:00 p.m. Please do not call the Village of Cadiz with aggregation program questions.

Regards,

Village of Cadiz



By returning this signed form, you will be EXCLUDED from the Cadiz Electric Governmental Aggregation Program.

Option 1: Do Nothing to Participate	or	Option 2: Opt-Out by returning this form.
<b>If you want to participate in this program, you do need to return this form. Your enrollment is automatic.</b>		<b>If you do not want to participate in this program, you must return this form before the due date.</b>

By returning this signed form, you will be EXCLUDED from the Cadiz Electric Governmental Aggregation Program.

I wish to opt out of the Cadiz Electric Governmental Aggregation Program. (Check Box to opt-out.)

☐

Service Address: (City, State, & Zip Code) \_\_\_\_\_

Phone Number: \_\_\_\_\_

Account Holder's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Mail by June \_\_\_\_\_ 2016 to: Cadiz Electric Aggregation Program

Attachment A to the  
Master Agreement to Provide Services to an Aggregated Group  
Between Volunteer Energy Services, Inc. and Village of Cadiz, Ohio

Administrative Services

The following Program Development/Administration Services will be offered by Volunteer Energy Services, Inc. (VESI):

- Provide a call center to handle information calls about the Electricity Supply and related billing questions.
- Provide monthly consumption reports if requested by Cadiz.

IN WITNESS WHEREOF, the Parties have duly executed this Attachment A to the Master Agreement dated July 2, 2018, as of the Effective Date.

Volunteer Energy Services, Inc.

Village of Cadiz, Ohio

Signed: <u>Richard A. Carmuth</u>	Signed: <u>Kenneth Zitko</u>
Name: <u>Richard A. Carmuth, Sr.</u>	Name:
Title: <u>President</u>	Title:

Attachment B to the  
Master Agreement to Provide Services to an Aggregated Group  
Volunteer Energy Services, Inc. and the Village of Cadiz, Ohio

Rates and Initial Term

Initial Term: Customer meter readings on or after September 1, 2018, or the first meter reading after the utility processes the customer enrollment, through Member meter readings on August 31, 2020

Rates: For the Initial Term indicated above,

\$ .056 /kWh for Residential Customers and Non-Mercantile Commercial

Customers subject to any adjustments in accordance with this Agreement or Member Contracts (such rate is valid only if this Agreement and the applicable attachments thereto are dated on or before September 1, 2018, and are executed by both parties thereto).

IN WITNESS WHEREOF, the Parties have duly executed this Attachment B to the Master Agreement dated July 2, 2018, as of the Effective Date.

Volunteer Energy Services, Inc.

Village of Cadiz, Ohio

Signed: Richard A. Curran, Jr.

Signed: Kenneth Zetko

Name: Richard A. Curran, Jr.

Name:

Title: President

Title:

## **EXHIBIT A-4**

### **Automatic Aggregation Disclosure – “Opt-out” Form**

**The Village of Cadiz Electric  
Government Aggregation Program  
With Volunteer Energy Services, Inc.**

**May 15, 2016**

Village of Cadiz Resident,

The Village of Cadiz is providing you the opportunity to join other residents to save money on the electricity you use. Savings are possible through a program called governmental aggregation, where community officials bring together citizens to gain group-buying power for the purchase of electricity from a certified retail electric supplier certified by the Public Utilities Commission of Ohio. Voters in Cadiz approved this program in the November 3, 2015 election.

The Village has chosen Volunteer Energy Services, Inc., to provide you with savings on your electric generation through June 2018. There is no cost for enrollment, and you will not be charged a switching fee. You do not need to do anything to participate.

As a member of this aggregation, your price will be \_\_\_\_ cents per kwh hour for residential and \_\_\_\_ cents per kwh for commercial accounts.

You will see your electric savings from \_\_\_\_\_ after your enrollment has been completed and your switch has been finalized in approximately 30 to 45 days, depending upon your meter read date. Of course, you are not obligated to participate in the Cadiz electric governmental aggregation program. If you wish to be excluded from the program and remain a full-service customer of your local electric utility, AEP, you have until June ??, 2016 to return the attached "opt-out" form. If you do not opt-out at this time, you will receive a notice at least every two years asking if you wish to remain in the program. If you leave the program at any time, you could be subject to a cancellation fee from \_\_\_\_\_. In addition, you might not be served under the same rates, terms and conditions that apply to other customers served by AEP.

After you become a participant in this governmental aggregation program, AEP will send you a letter confirming your selection of Volunteer Energy Services, Inc. as your electric generation provider. As required by law, this letter will inform you of your option to cancel your contract with Volunteer Energy Services, Inc. within seven (7) days of its postmark. To remain in the Cadiz electric governmental aggregation program, you do not have to take any action when this letter arrives.

AEP will continue to maintain the system that delivers power to your home; no new poles or wires will be built by Volunteer Energy Services, Inc. You will continue to receive a single, easy-to-read bill from your local electric utility with your generation charges included. The only thing you will notice will be savings.

If you have any questions, please call Volunteer Energy Services, Inc. toll free at ????, Monday through Friday, 8:00 a.m. to 5:00 p.m. Please do not call the Village of Cadiz with aggregation program questions.

Regards,

Village of Cadiz

By returning this signed form, you will be EXCLUDED from the Cadiz Electric Governmental Aggregation Program.

<b>Option 1: Do Nothing to Participate</b>	<b>or</b>	<b>Option 2: Opt-Out by returning this form.</b>
<b>If you want to participate in this program, you do need to return this form. Your enrollment is automatic.</b>		<b>If you do not want to participate in this program, you must return this form before the due date.</b>

By returning this signed form, you will be EXCLUDED from the Cadiz Electric Governmental Aggregation Program.

I wish to opt out of the Cadiz Electric Governmental Aggregation Program. (Check Box to opt-out.)

☐

Service Address: (City, State, & Zip Code) \_\_\_\_\_

Phone Number: \_\_\_\_\_

Account Holder's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Mail by June \_\_\_\_\_ 2016 to: Cadiz Electric Aggregation Program

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

**Commission of Ohio Docketing Information System on**

**7/18/2018 2:35:15 PM**

**in**

**Case No(s). 16-1510-EL-GAG**

Summary: Application Renewal for Governmental Aggregators electronically filed by Mr. John L Einstein IV, Esq. on behalf of Village of Cadiz