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July 26, 2018

VIA ELECTRONIC FILING

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

Re: Village of Cadiz
Case # 16-1510-EL-GAG

Dear Sir/Madam:

Please find enclosed for filing in the above-referenced case record the opt-out notices for eligible residential and small commercial electric customers in the Village of Cadiz. The opt-out notice will be mailed August 10, 2018 with a response due date of August 31, 2018.

Very truly yours,

VOLUNTEER ENERGY SERVICES, INC.

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

John L. Einstein, IV, Esq.

Welcome to The Village of Cadiz

August 10, 2018

Village of Cadiz Electric Consumers,

Volunteer Energy Services, Inc. ("VESI") in cooperation with the Village of Cadiz (the "Village") is providing you with the opportunity to remain enrolled or join with other residents and small commercial customers in the Village's electric Government Aggregation Program. Government Aggregation programs allow Village officials to bring together citizens to gain group-buying power for the purchase of electric from a retail supplier licensed by the Public Utilities Commission of Ohio. Voters in Cadiz approved this program in the November 3, 2015 election.

The Village has chosen VESI to provide you with your electric generation through August 2020 (the "Term"). 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 **5.6 cents per kWh** for residential and for commercial accounts for its Term.

Whether you're an existing customer or decide to enroll, you will see your new rate after your enrollment has been accepted by American Electric Power (AEP) in approximately 45 to 60 days, depending upon your meter read date. Of course, you are not obligated to participate in the Village's 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 **August 31, 2018** to return the attached "opt-out" form. This form can be found on page 4 of the Terms and Conditions. If you do not opt-out at this time, you will receive a notice at least every three years asking if you wish to remain in the program. **For residential customers, there will be no early termination fee and you are free to cancel at any time during the Term. However, commercial/non-mercantile customers will be subject to a cancellation fee of \$100.00 if they cancel prior to the expiration of the Term.**

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.

If you have any questions, please call Volunteer Energy Services, Inc. toll free at 1-800-977-8374, Monday through Friday, 9:00 a.m. to 4:00 p.m. Please do not call the Village of Cadiz with aggregation program questions.

Sincerely,
Village of Cadiz and
Volunteer Energy Services, Inc.

Village of Cadiz Electric Aggregation Terms and Conditions

I. ENERGY SERVICES

During the relevant term Volunteer Energy Services, Inc. ("VE") shall supply and deliver to Customer all of the retail energy requirements at each Service Location (the "Retail Energy"). The Retail Energy is delivered to the distribution system's interconnection point (each, a "Delivery Point") of the relevant electric distribution company ("EDC"), and the relevant EDC is responsible for delivery of the Retail Energy to Customer's meter at and from that point. Customer designates VE as an authorized recipient of Customer's account, billing and usage information. Customer consents to the disclosure by each EDC to VE of certain basic information about Customer including: account number, meter number, meter read data, rate class, billing and payment information, account name, service address, billing address, and telephone number.

II. TERM OF AGREEMENT

VE shall use commercially reasonable efforts to commence service under this Agreement upon the later the start date referenced in the Opt-Out Letter or the first available meter read date, as determined by the EDC, after the date hereof, and after VE receives confirmation that the EDC has completed its processing and has accepted the delivery service request (the "Start Date"). VE shall not be liable for any lost savings or lost opportunity as a result of a delay in service commencement due to actions or inactions of the EDC. The term of this Agreement shall continue through August 2020, unless sooner terminated hereunder.

III. PRICING

This is a full requirements Agreement for residential customers. You agree to pay the Price of **\$0.056/kWh** to total usage per Account as reported by the Utility each month. The Price includes energy, congestion, capacity, ancillary services, losses, Auction Revenue Rights ("ARR"), and Renewable Portfolio Standards (RPS) compliance costs. Unless otherwise noted, the Rate does not include taxes, regulated charges from the Utility, including, but not limited to, Utility delivery and distribution charges, customer account fees or other Utility transmission charges. Customer agrees to maintain electric usage patterns similar to those exhibited within the preceding 365 calendar days.

IV. BILLING and PAYMENT

A. General Billing and Payment Terms: VE shall provide monthly invoices, either through utility consolidated billing (UCB) or supplier consolidated billing (SCB). VE may estimate bills in cases where actual billing determinants are unavailable, and estimated bills shall be adjusted as soon as reasonably practicable. In the event Customer is billed by VE, Customer shall pay all amounts owing within 14 days after issuance of the invoice. In the event Customer is billed by the EDC, payment is due to the EDC by the date specified in its bill. Late payments

shall incur interest charges at a rate of interest equal to a per annum rate of eighteen percent (18%) or the maximum allowed under applicable law, whichever is less. In any instance where any payment to VE is declined by the issuing institution, Customer shall be assessed a charge of \$30 or the maximum allowed under applicable law (whichever is less) per declined payment. Customer shall be liable for all costs incurred by VE, including attorney's fees, for collections on accounts greater than thirty (30) calendar days past due.

B. Disputes and Adjustments of Invoices: Customer may, in good faith, dispute in writing the correctness of any invoice. In the event that an invoice or portion thereof is disputed, payment of the undisputed portion of the invoice shall be made within normal terms, with notice of the dispute given to VE in writing and stating the amount and basis for the dispute. If you have a complaint, you may call VE's Customer Support Line at (800) 977-8374 every Monday through Friday (excluding holidays) from 8:30 AM through 4:30 PM. If your complaint is not resolved after you have called your electric supplier and/or your electric utility, or for general utility information, residential and business customers may contact the public utilities commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). All customers have the right to contact the PUCO regarding complaints and disputes. 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>. Upon resolution of the dispute, any required payment shall be made within five (5) business days of such resolution along with interest accrued at the per annum rate of eighteen percent (18%) or the maximum allowed under applicable law, whichever is less.

V. RENEWAL OF AGREEMENT

Not less than thirty (30) calendar days prior to the anticipated expiration date of the then current relevant Term, VE may provide a Renewal Notice electronically or otherwise in writing containing proposed terms and conditions. Customer's failure to reject any Renewal Notice in writing within five (5) business days shall result in such Renewal Notice being deemed to have been irrevocably and unconditionally agreed to by Customer. If following termination or expiration of this Agreement, any of Customer's accounts remain designated by any EDC as being served by VE, VE may either (a) continue to serve such account(s) on a month-to-month holdover basis (each, a "Holdover Term") or (b) move such account(s) to the then applicable tariff service, whether default service or otherwise, or to another authorized provider of electricity required to serve as the "provider of last resort" (any of the foregoing, an "Alternative Service"). During a Holdover Term, VE may at any time move

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any account(s) to an Alternative Service without penalty or prejudice.

VI. CONFIDENTIALITY

Both Parties agree that the terms and conditions of this Agreement shall remain confidential, except for any required disclosure to any regulatory body, governmental entity or agency having jurisdiction, or disclosure to accountants, attorneys, or other professionals acting on behalf of the disclosing Party.

VII. NOTICES

Any notice or other document to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be delivered to any of the address specified on Offer.

VIII. EVENTS OF DEFAULT

A. Definition: An "Event of Default" shall mean, with respect to the applicable Party to whom the following applies (the "Defaulting Party"), the occurrence of any of the following: (a) the failure of such Party to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within three (3) business days after written notice and demand of payment; (b) any representation or warranty made by such Party herein being false or misleading in any material respect when made or ceases to remain true during any term; (c) the failure of such Party to perform any obligation set forth in this Agreement and such failure is not remedied within five (5) business days after written notice; (d) Customer files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action bankruptcy or (e) Customer's failure to cooperate with VE as reasonably required in order for VE to perform its obligations under this Agreement.

B. Suspension and Early Termination: If an Event of Default occurs, the Party that is not the Defaulting Party (the "Non-Defaulting Party") may, at its option and in its sole discretion, take any one or more of the following actions (1) suspend its performance under this Agreement; or (2) terminate this Agreement by sending written notice to the Defaulting Party provided the termination date for this Agreement (the "Early Termination Notice"). In the event of such suspension or an early termination, Customer shall pay to VE all amounts owed under this Agreement, including amounts owed for delivered performance, whether or not then invoiced. **In the event of such an early termination by a Small Commercial/Non-Mercantile Customer, there will be an early termination fee of One Hundred Dollars (\$100) (the "Early Termination Amount"). There is no early termination fee for residential customers.**

The Early Termination Amount shall be paid by Customer within five (5) business days after notice is received.

IX. FORCE MAJEURE

"Force Majeure" shall mean an event which prevents the claiming party (the "Claiming Party") from performing its obligations and is not within the reasonable control of, or the result of the negligence of, the Claiming Party, such as, but not limited to, acts of God; fire; flood; terrorism; breach by the EDC; electric grid interruption; earthquake; war; riot; flash mobs; actions or failure to act on the part of governmental authorities. The non-Claiming Party shall not be required to perform its obligations to the Claiming Party for the period of the Force Majeure. If the Force Majeure continues for a period in excess of thirty (30) calendar days (an "Extended Force Majeure Event"), the performing Party may terminate this Agreement by providing the other Party written notice of the early termination, without the termination for an Extended Force Majeure Event constituting an Event of Default.

X. GOVERNING LAW AND WAIVER OF JURY TRIAL

This Agreement shall be governed by the laws of the State of Ohio, without regard to its choice of law provisions. Any action arising out of this

Agreement shall be filed in the Court of Common Pleas, Franklin County, Ohio. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE RIGHT TO TRIAL BY JURY OF ANY SIZE IS IRREVOCABLY WAIVED.

XI. CHANGES IN LAW OR REGULATION

In the event that any change in any statute, rule, regulation, order or other law, or procedure, tariff, rate class or other process or charge, promulgated by any governmental authority or EDC, Independent Service Operator ("ISO"), Regional Transmission Operator ("RTO") or other regulated service provider, alters to the detriment of VE its costs to perform or its economic returns under this Agreement VE may revise the pricing under this Agreement to eliminate the impact of such. Before any such price revision, VE shall provide written notice to Customer with the resulting price revisions, and the date upon which such revised pricing shall be effective. Customer shall pay the revised price described in such notice, and all other terms and conditions of this Agreement shall remain in full force and effect.

XII. SEVERABILITY

The various provisions of this Agreement are severable. Any provision or section of this Agreement declared or rendered void, unlawful, or otherwise unenforceable shall not otherwise affect the lawful obligations that arise under this Agreement.

XIII. INDEMNITY

VE shall defend, indemnify, and hold Customer harmless against all claims and liabilities resulting from VE's negligence or breach of this Agreement and arising prior to the delivery of the Retail Energy to the relevant Delivery Point, except to the extent such claims and liabilities arise out of Customer's

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negligence or breach of this Agreement. Customer shall assume full responsibility for any damages or losses relating to the delivery of the Retail Energy at and after its delivery to the relevant Delivery Point and shall defend, indemnify, and hold VE harmless against all claims and liabilities arising at and after the delivery of the Retail Energy to the relevant Delivery Point, except to the extent such claims and liabilities arise out of VE's negligence or breach of this Agreement.

XIV. ASSIGNMENT

This Agreement shall be binding on and inure to the benefit of each Party's successors and permitted assigns. Neither Party shall assign this Agreement or its rights without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed.

XV. WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY

VE warrants title to all Retail Energy delivered hereunder and sells such Retail Energy to Customer free from liens and adverse claims. THIS IS VE'S ONLY WARRANTY CONCERNING THE SERVICES PROVIDED HEREUNDER AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE. EXCEPT AS PART OF ANY PAYMENT OF THE SETTLEMENT AMOUNT IN ACCORDANCE WITH THE TERMS HEREOF, NEITHER PARTY SHALL BE RESPONSIBLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES. IN ADDITION, VE'S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE TOTAL OF THE FIRST TWO VE INVOICES REFLECTING THE ENERGY COST SPECIFIC TO CUSTOMER'S METER READS AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE EXPRESSLY WAIVED. TO THE MAXIMUM EXTENT POSSIBLE UNDER LAW, ARTICLE 2 OF THE UNIFORM COMMERCIAL CODE SHALL APPLY TO THE RETAIL ENERGY SOLD HEREUNDER.

XVI. ENTIRE AGREEMENT; AMENDMENT

This Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof. This Agreement may only be amended by a written instrument executed by both Parties. This Agreement is effective only upon Customer's execution and VE's subsequent execution or performance of this Agreement.

XVII. ONSITE GENERATION

Installed on-sites generation as recognized under Governing Law or regulatory rule(s) such as a solar panel to supply all or part of your electrical usage and is currently or will be net metered during the term of this Agreement must be disclosed in the Offer. If you plan to install new onsite generation that will be net metered during the term of this Agreement, you agree to provide VESI with sixty (60) days prior written notice for VESI to determine and/or confirm your net metering eligibility, and if eligible, to continue to serve you or to serve you at your current Rate. Unless prohibited by Governing Law or regulatory rule(s) applicable to this Agreement, failure to furnish this material information prior or subsequent to receiving electricity service under this Agreement may result in, at VESI's sole discretion, discontinuation of the enrollment of your account(s), adjustment of your offered Rate, or termination of this Agreement as an Event of Default under the Termination of Services provision of this Agreement.

XVII. STATE DISCLOSURES/RESCISSION

VE's Ohio Certification Number is 15-950E(1) as a CRES. Customer has the right to request from VE twice within a twelve month period up to twenty-four months of Customer's payment history without charge; Customer may be charged switching fees by the EDC. VE is prohibited from disclosing a customer's social security number and/or account number(s) without the customer's consent except to its own collections and credit reporting, participation in programs funded by the universal service fund pursuant to section [4928.52](#) of the Revised Code, or assigning a customer contract to another CRES provider.

Rescission: As a Residential you have the right to rescind this Agreement within seven (7) calendar days from the date of postmark of the Utility's confirmation notice you will receive upon enrollment with VESI. You may rescind by either contacting us at 800-977-VESI toll free during normal business hours, or fax us a detailed written request to cancel at 614-8563301. If you contact your Utility to rescind this Agreement, your Utility will give you a cancellation number to confirm the cancellation.

P.S. Remember to return the opt-out form only if you do not want to participate in the Village's Governmental Aggregation Program.



Village of Cadiz Electric Aggregation Terms and Conditions

OPT-OUT FORM FOR THE VILLAGE OF CADIZ ELECTRIC GOVERNMENTAL AGGREGATION PROGRAM

I wish to opt out of the Village of Cadiz Electric Governmental Aggregation Program

Service Address: _____

Phone Number: _____ Account Number: _____

Printed Name: _____ Date: _____

Account holder's signature: _____

Mail by August 31, 2018

**To: Village of Cadiz Electric Governmental Aggregation Program
790 Windmill Drive, Pickerington, Ohio 43147**

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

7/26/2018 11:38:53 AM

in

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

Summary: Opt-Out Notice electronically filed by Mr. John L Einstein IV, Esq. on behalf of Village of Cadiz