



## Public Utilities Commission

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

### RENEWAL APPLICATION FOR ELECTRIC GOVERNMENTAL AGGREGATORS

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

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

#### A. RENEWAL INFORMATION

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

Legal Name City of Reading, OH  
Address 1000 Market Street, Reading, OH 45215  
PUCO Certificate # and Date Certified 17-1174E(1) January 14, 2017  
Telephone # 513-733-3725 Web site address (if any) www.readingohio.org

##### 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**

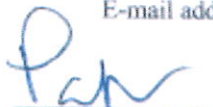
Name David Ricketts  
Title Director, Retail Policy  
Business address 1005 Congress Ave., Suite 750, Austin, TX 78701  
Telephone # 512-349-6441 Fax # 512-340-2608  
E-mail address David.Ricketts@vistraenergy.com

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

Name Jim Vermeulen  
Title Manager, Customer Operations  
Business address Vistra Energy, 6555 Sierra Dr., Irving, TX 75039  
Telephone # 972-868-3945 Fax # 877-304-2608  
E-mail address Jim.Vermeulen@vistraenergy.com

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

Customer Service address 312 Walnut Street, Suite 1500, Cincinnati, OH 45202  
Toll-free Telephone # 877-331-3045 Fax # 877-213-6426  
E-mail address DynegyCustomerService@dynegy.co

 Safety Service Director  
Signature of Applicant & Title

Sworn and subscribed before me this 5<sup>th</sup> day of December, 2018  
Month Year

  
Signature of official administering oath

**TODD A. OWENS**  
Notary Public, State of Ohio  
Print Name and Title  
My Commission Expires June 10, 2021

My commission expires on June 10, 2021

# **AFFIDAVIT**

State of OHIO

Reading ss.  
(Town)

County of Hamilton

Patrick Ross

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

He/She is the Safety Service Director (Office of Affiant) of City of Reading (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.

Patt Safety Service Director  
Signature of Affiant & Title

Sworn and subscribed before me this 5<sup>th</sup> day of December, 2018  
Month Year

Todd A. Owens  
Signature of official administering oath

**TODD A. OWENS**  
Notary Public, State of Ohio  
My Commission Expires June 10, 2021  
Print Name and Title

My commission expires on June 10, 2021

EXHIBIT A-2  
"AUTHORIZING ORDINANCE"

CITY OF READING, OH

Form No. 127 Prescribed by Secretary of State, (07/09)

## CERTIFICATE OF RESULT OF ELECTION ON QUESTION OR ISSUE

Revised Code, Section 3501.11

State of Ohio }  
County of HamiltonThe Board of Elections of Hamilton County herebycertifies that at the election held in City of Reading  
(Subdivision)Hamilton County, Ohio in said county on the 6th day of May, 2014, the  
vote cast on the following issue was as follows:Issue: The question of authorizing all actions necessary to effect a governmental electricity  
aggregation program with opt-out provisions pursuant to Section 4928.20, of the Ohio  
Revised Code for the benefit of the City of Reading.  
(Tax levy, bond issue, miscellaneous question, etc.-describe fully)

## Total number of votes cast:

Eight Hundred Sixty Eight  
(Write number of votes in words)( 868 )  
(in figures)




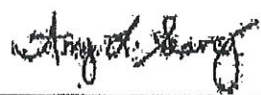
## For:

Six Hundred Eighty Seven  
(Write number of votes in words)( 687 )  
(in figures)

## Against:

One Hundred Eighty One  
(Write number of votes in words)( 181 )  
(in figures)

as the same appears by the Abstract of Votes duly certified and signed by us and deposited in our office.

IN WITNESS WHEREOF, we have hereunto subscribed our names officially at Cincinnati,  
Ohio, this 21st day of May, 2014.  
\_\_\_\_\_  
Charles H. Burkhardt, Chair  
  
\_\_\_\_\_  
  
\_\_\_\_\_Attest:   
\_\_\_\_\_  
Director

BOARD OF ELECTIONS

Hamilton County, Ohio

EXHIBIT A-3

"OPERATION AND GOVERNANCE PLAN"

CITY OF READING, OH

**PLAN OF OPERATION AND GOVERNANCE**  
**City of Reading Electric Governmental Aggregation**

**Introduction.** On May 6<sup>th</sup> 2014 a majority of the voters in the City of Reading, Ohio, in the County of Hamilton, approved a referendum that authorized the City of Reading (the "City") to pursue Governmental Aggregation. After the City held two public hearings on the matter, the City approved this Plan of Operation and Governance as prescribed by Section 4928.20 of the Ohio Revised Code. The City has developed this Plan of Operation and Governance ("Plan of Operation") in accordance with the governmental aggregation provisions in Sections 4901:1-21-16 Ohio Administrative Code. Once certified as a Governmental Aggregator, the City will be authorized to combine multiple retail electric customer loads within its geographic boundaries (the "Aggregation") for the purpose of facilitating the purchase of electric supply Ohio's competitive retail electric market.

**Governmental Aggregation Services.** The City, as a Governmental Aggregator, will serve as purchasing agent for the Aggregation. As purchasing agent, the Governmental Aggregator shall (i) select a Competitive Retail Electric Service Provider ("Provider") to supply the Aggregation, (ii) negotiate the terms of supply between the Provider and each Aggregation participant, and (iii) oversee the enrollment procedures administered by the Provider.

**The Contract.** The supply contract negotiated by the Governmental Aggregator for the Aggregation (the "Contract") shall be for firm, full-requirements supply. Each Aggregation participant will be individually bound to the Provider by the terms of the Contract, and will be solely responsible for payment and performance. The electric supply charges for Aggregation are included in the Contract that will be negotiated by the Governmental Aggregator. The electric supply charges will take the form of either a fixed price, all electric supply charges will be fully and prominently disclosed in consumer enrollment materials (such as the Opt-out Notice), available on the Provider's website, and available by calling the Provider's toll free customer service telephone number. The surcharge authorized under Section 4928.20(l) will not be charged.

**Eligibility, Opt-out Disclosures, and Pooling Accounts.** Section 4901:1-21-06 of the Ohio Administrative Code requires Duke Energy Ohio, the local electric distribution utility (the "Utility"), to use its best efforts to provide the Governmental Aggregator with an account list of eligible customers, including the names, account numbers, and service and mailing addresses for all eligible customers residing within the Governmental Aggregator's boundaries. The following customers are not eligible: customers already under contract with a certified electric services company; customers that have a special contract with the Utility; customers that are not located within the Governmental Aggregator's boundaries; customers on the Percentage of Income Payment Plan (PIPP); customers that have past due amounts owing to the Utility; and mercantile customers. In addition, the City intends to include in the Aggregation only those residential and non-mercantile customers with a demand of less than 100 KW and a load profile consistent with ordinary residential and small commercial use. Using this list of eligible accounts, the Provider, with the assistance of the Governmental Aggregator, will review the list to verify that the eligible accounts are located within the geographic boundaries of the City and that an area within the City boundaries has not been inadvertently filtered from the list. The Provider will also remove the eligible list, those customers who appear on the "do not aggregate" list as stated under division (c) of Section 4928.21 of the Revised Code. Finally the Provider will reduce the list by removing those accounts in rate classes that indicate (i) a higher demand than targeted for the Aggregation or (ii) a usage profile that is not consistent with ordinary



residential and small commercial use.

Within thirty (30) days of receipt of the list from Duke Energy Ohio, the Provider, with assistance from the Governmental Aggregator, will prepare and mail an "Opt-out Notice" to each account that remains on the eligible list after it has been reduced as noted above. The Opt-out Notice will inform the eligible account holder that the Governmental Aggregator has formed an automatic (or "Opt-out") aggregation, provide the price for the electric supply to the Aggregation and other terms and conditions of service, and explain how the account holder can decline participation in the Aggregation. If the City determines the Aggregation participants should not purchase stand-by service from the Utility, that fact would be prominently disclosed in the Opt-out Notice with a description of how it would impact the Aggregation participants.

As required by 4901:1-21-17 of the Ohio Administrative Code, the Opt-out Notice will indicate that the account holder has 21 days to affirmatively respond by telephoning a toll-free number or returning a postcard to the provider that is included in the Opt-out Notice.

The Provider will receive all Opt-out requests and any Opt-out Notices that were undeliverable by mail, and will remove those accounts from the eligible account list. Upon completion of the 21 day Opt-out period, the Provider will notify the Utility of the remaining accounts that will form the Aggregation, and through an electronic data interchange transaction, enroll the Aggregation. Upon enrollment, each participant will receive an enrollment notice from the Utility that will indicate that the enrollee may rescind its participation in the Aggregation by contacting the Utility within seven (7) business days.

In addition to the initial 21-day Opt-out period, each participant will be provided an opportunity to opt-out every three years without paying an early termination fee.

**Billing** Aggregation participants will receive a single, monthly bill from the Utility, which will include charges from the Provider for its electric supply, as well as the Utility distribution charges. Aggregation participants will be billed according to their Utility billing cycle. In order to maintain flexibility for Aggregation participants to return to Utility service on a full requirements basis without paying additional charges to the Utility or being subject to market-based rates Aggregation participants will be billed by the Utility for stand-by service within the meaning of division (B)(2)(d) of section 4928.143 of the Revised Code.

**Credit, Collections and Deposits.** The Utility's credit and collection policy and policies regarding deposits will apply to the Aggregation participants and shall be administered by the Utility. Neither the Governmental Aggregator, nor the Provider will implement additional policies with respect to credit, deposits and collections.

**Concerns and Complaints.** Aggregation participants will have multiple means of communicating concerns and reporting complaints. As a general rule, concerns regarding service reliability and billing should be directed to the Utility. The Utility will continue to read meters, handle billing, and generally have the most information about the physical service to a location or account. Questions regarding the administration of the Aggregation should be directed to the Provider. The Provider's customer service center is available by telephone 24 hours per day, 7 days per week. Any unresolved disputes should be directed to the Public Utilities Commission of Ohio and/or the Ohio Consumers Council. As a convenience, below is a list of helpful toll free telephone numbers.



<u>Nature of Complaint</u>	<u>Contact</u>	<u>Phone Number</u>
Outages/Emergencies	Utility	1-800-544-6900
Service turn on/off	Utility	1-800-544-6900
Billing Disputes	Utility	1-800-544-6900
Price/Joining/Leaving Program	Provider Customer Service	1-877-331-3045
Program Regulatory Questions	Provider Customer Service	1-877-331-3045
Unresolved Disputes	Public Utilities Commission	1-800-686-7826
Unresolved Disputes	Ohio Consumers Council	1-877-742-5622

The Provider will attempt to resolve all customer complaints in a timely and good faith manner. The Provider shall investigate and provide a status report to the customer when the complaint is made directly to them and/or the City within three (3) business days following Provider's receipt of the complaint. Or in the case of a Public Utilities Commission of Ohio ("PUCO") complaint, the Provider will investigate and provide a status report to the customer and PUCO staff within three (3) business days following the Provider's receipt of the complaint. If an investigation into a complaint received from the customer or a complaint referred by the PUCO is not completed within ten (10) business days, then a status report will be given to the customer, and, if applicable, the PUCO. These status reports will be given every three (3) business days until the investigation is complete, unless the action that must be taken takes longer than three (3) business days and the customer has been notified. Final results of a PUCO-referred complaint will be provided to the PUCO either orally (phone) or in writing (e-mail, written correspondence), no later than three (3) business days after the investigation is completed. The final results will be provided in writing to the customer no later than three (3) business days after the investigation is completed. Customers retain the right to contact the PUCO regarding complaints and disputes. All customers have the right to contact the PUCO by writing to Public Utilities Commission of Ohio, ATTN, and 180 E. Broad St., Columbus, OH 43215-3793; by fax to (614) 752-8351; through their website at [www.puc.state.oh.us](http://www.puc.state.oh.us) or by calling toll free (800) 686-7826 (VOICE) or (800) 686-1570 (TTY- TDD). Records of customer complaints will be retained for two (2) years after the occurrence of the complaint. A copy of the complaint record will be provided to the PUCO within three (3) business days, if requested.

**Moving within the City.** An aggregation participant who moves from one location to another within the City boundaries and retains the same account number will remain an Aggregation participant and will receive the same price it would have received if its location had not moved.

An aggregation participant who moves from one location to another within the City boundaries and is assigned a new account number may enroll its new account in the Aggregation and receive the same price it would have received if its location had not moved, provided the new account is eligible for Aggregation. An aggregation participant who moves within the City and receives a new account number may be dropped from the Aggregation by the Utility, but it will not be charged an early termination fee from the Provider. If a participant is dropped from the Aggregation due to a move within the City, the participant must contact the Provider to be re-enrolled within 60 days of being dropped.

**Moving outside of the City.** An aggregation participant who moves out of the City boundaries will no longer be eligible to participate in the Aggregation, but it will not be charged an early termination fee from the Provider.

**Enrolling after the Opt-out Period.** Residential and small business accounts located within the City's boundaries that were initially eligible to join the Aggregation, but chose to Opt-out of the Aggregation, or otherwise weren't included in the Aggregation, may join the Aggregation after the expiration of the initial Opt-out Period by contacting the Provider. The rate for those joining the Aggregation after the expiration of the Opt-out Period may be different from the rate negotiated for the Aggregation by the

**Governmental Aggregator.**

If the Provider is able to offer to newly eligible customers the same price that is provided to the current Aggregation participants, the Provider may refresh the Aggregation by providing those who move in to the City the opportunity to be included automatically, rather than waiting until the next pricing term of the Contract. The process for refreshing the Aggregation with new enrollments would follow the process noted above for determining eligibility, providing Opt-out Notices, and pooling the accounts. (Current Aggregation participants and those who previously declined participation would not receive the Opt-out Notice intended only for newly eligible customers.)

EXHIBIT A-4

"AUTOMATIC AGGREGATION DISCLOSURE – OPT-OUT FORM"

CITY OF READING, OH



City Logo

CRES Logo

**ENROLLMENT NOTICE  
CITY OF READING ELECTRIC AGGREGATION PROGRAM**

Date

Customer Name  
Mailing Address 1  
Mailing Address 2  
City State Zip Code

Customer Account No.

Dear Resident or Small Business:

In May 2014, City of Reading voters authorized the creation of an electric aggregation program. The Reading City Council is pleased to announce that \_\_\_\_\_ has been selected as the City's supplier for this program. As an eligible resident or small business, you will be automatically enrolled in the program unless you opt-out by \_\_\_\_\_, 20\_\_.

As an eligible participant in the City's Program you have the following options:

1. You can choose to participate in the City's Program and receive a fixed rate of \$X.XX /kWh for your electric supplies. **IF YOU CHOOSE THIS OPTION YOU DO NOT NEED TO DO ANYTHING FURTHER!** Please see the enclosed Terms and Conditions for full details regarding this rate and other terms of the program.
2. You can opt-out of the program by returning the enclosed postcard, calling (XXX) XXX-XXXX by \_\_\_\_\_, 20\_\_, or opt-out on-line at [www.<CRESupplierwebsite.com>](http://www.<CRESupplierwebsite.com>) by \_\_\_\_\_, 20\_\_.

Customer service representatives are available 24 hours a day, 7 days a week to answer any questions you may have. Service under the Program is estimated to begin with your XXXX 20\_\_ meter reading. This is only an estimate. Your actual service date will depend upon your meter read cycle and when Duke Energy accepts your enrollment.

**Billing/Service Under the City's Program**

Pursuant to Ohio Revised Code Section 4928.20, nothing regarding your electric service will change other than the supplier and the price. Duke Energy will continue to deliver your electricity and will be responsible for maintaining the system that delivers electricity to your home. You will continue to receive only one (1) monthly bill from Duke Energy.

**How You Can Opt-Out of the City's Program**

If you DO NOT want to participate in the City's Program, you must opt-out by \_\_\_\_\_, 20\_\_. You can choose any of the following methods to opt-out of the Program.

- Return the enclosed postcard by the above date.
- Call <CRES Supplier> toll-free at (XXX) XXX-XXXX by the above date.
- Opt-out online at [www.<CRESSupplierwebsite>](http://www.<CRESSupplierwebsite>) by the above date.

If you do not opt-out of the Program by the above date, you will receive confirmation from Duke Energy of your enrollment in the Program. This notice will inform you of your ability to rescind your enrollment without penalty. Additionally, you will receive written notice of your ability to opt-out of the Sycamore Program at least every three (3) years.

Again, if you have any questions about the City of Reading Electric Aggregation Program, please feel free to contact (XXX) XXX-XXXX. Customer service representations are available 24 hours a day, 7 days a week to answer your questions.

Sincerely,

**CITY OF READING ELECTRIC AGGREGATION PROGRAM  
TERMS AND CONDITIONS**

Pursuant to the aggregation authority conferred upon the Reading City Council (the "Board") by Ballot issue which passed by a majority of the vote on May 6, 2014, and passing a Resolution establishing the program, the Board selected <CRES Supplier> to supply the aggregation and to administer enrollments as described below.

**IF YOU DO NOT WISH TO PARTICIPATE IN THE CITY OF READING ELECTRIC AGGREGATION PROGRAM, YOU MUST OPT-OUT BY RETURNING THE ENCLOSED POSTCARD, POSTMARKED NO LATER THAN \_\_\_\_\_, 20\_\_\_\_, OR BY CALLING THE TOLL FREE NUMBER (XXX) XXX-XXXX BY \_\_\_\_\_, 20\_\_\_\_, OR BY OPTING-OUT ON-LINE AT [WWW.<CRESSUPPLIERWEBSITE.COM>](http://WWW.<CRESSUPPLIERWEBSITE.COM>) BY \_\_\_\_\_, 20\_\_\_\_.**

**Eligibility:** To be eligible for automatic aggregation, you, the account holder (also referred to as "Buyer") for the account(s) referenced on the letter accompanying this Out-Out Notice (i) the service address must be located within the jurisdictional boundaries of the City of Reading and Duke Energy ("the Utility"), (ii) may not be under contract with another competitive supplier, (iii) may not be a mercantile customer or a PIPP (Percentage of Income Payment Plan) customer, (iv) must be in good credit standing with the Utility, (v) must not appear on the Public Utilities Commission of Ohio's "Do Not Aggregate" List, and (vi) may not be under a special arrangement with the Utility.

**Enrollment:** Enrollment is automatic for those who are eligible, but participation is voluntary. This Agreement shall become binding on the Effective Date, provided however, the obligation of Seller to Sell and schedule electricity for delivery to Buyer and the obligation of Buyer to purchase, take and pay for electricity is contingent upon: (a) eligibility of Buyer and the Accounts, (b) successful enrollment by the Utility, and (c) passage of the Rescission Period without effective cancellation by Buyer. Customer's service with <CRES Supplier> ("Seller") will commence upon the successful completion of the Program's 21-day opt out period and the successful enrollment with Duke Energy, which is expected to commence within one or two billing cycles following completion of the opt-out period.

**Purchase of Electricity:** <CRES Supplier> agrees to sell, and Buyer agrees to buy, all retail electricity at the price and on the terms and conditions specified in this Agreement. Buyer's electric utility remains responsible for the delivery of electricity to the Buyer. In addition to delivering electricity, the Utility will continue to read Buyer's meter, bill Buyer and respond to any outages. If Buyer switches back to the Utility for any reason, Buyer may or may not be served under the same rate, terms, and conditions that apply to other customers served by the electric Utility. The electric utility may charge switching fees to the Buyer. <CRES Supplier> will not charge you separately for any switching fees.

**Residential or Small Commercial Service:** Buyer acknowledges this Agreement is for electricity for residential or small commercial use only.

**Delivery Period:** Service shall begin as soon as the Utility accepts your enrollment and shall continue through the \_\_\_\_\_ 20\_\_\_\_ meter read date ("Initial Delivery Period"). Prior to the end of the Initial Delivery Period, Seller shall provide Buyer notice of any changes to the terms and conditions of this Agreement that apply to service during the next Delivery Period. If renewal is indicated in the expiration replace notice, service will renew at the terms stated in the renewal notice unless Buyer affirmatively



terminates the Agreement upon the expiration as provided in the notice. Buyer shall have the opportunity to opt-out of the Aggregation Program at least every three (3) years without penalty.

**Rate:** The Program rate will be a fixed price of \$\_\_\_\_/kWh.

**Billing and Payment:** The charges for electricity provided by <CRES Supplier> will appear on Buyer's monthly bill from Buyer's Utility, and is due and payable to Customer's Utility on the same day the Utility's bill is due. Buyer will incur additional service and delivery charges from Buyer's Utility. Buyer should continue to follow any bill payment procedures between Buyer and Buyer's Utility. Buyer agrees to accept the measurements as determined by Buyer's Utility for purposes of accounting for the amount of electricity provided by <CRES Supplier> under this Agreement. Though <CRES Supplier> does not offer budget billing for the electricity provided, Buyer may contact the Buyer's Utility to enroll in the utility budget billing program if applicable. The failure to pay Utility charges may result in Buyer being disconnected from service in accordance with the Buyer's Utility tariff.

**Taxes:** Buyer is responsible for all state and local sales, use, revenue, gross receipts, commercial activity, excise and/or ad valorem tax (collectively, "Taxes") and shall reimburse Seller if Seller is required to remit such Taxes in connection with this Agreement. Tax exempt customer wishing to participate in the Program must send their most recent tax exempt certificate on or before \_\_\_\_\_, 20\_\_, to: <CRES SUPPLIER> at <Supplier Address>. Be sure to note City of Reading Electric Aggregation Program and your utility account number on the certificate. Sales tax will not be charged starting with the date the certificate is received.

**Credit/Deposit Requirements and Customer Information:** Seller will not request a deposit or investigate your credit history to establish service. Buyer's social security number, account number(s), or any customer information will not be released by Seller without Buyer's express written consent except in accordance with rules 4901:1-28-04 and 4901:1-29-09 of the Ohio Administrative Code. Upon request by Buyer, Seller will provide up to 24 months of Buyer's payment history without charge.

**Rescission and Cancellation of Contract:** The Utility will send Buyer a letter confirming Buyer's enrollment with <CRES Supplier>. Buyer has seven (7) days from the postmark date of that letter ("rescission period") to cancel their enrollment, without penalty, by calling the Utility on the toll-free number provided in the letter or by providing written notice to the Utility.

**Termination:** This agreement will automatically terminate or Buyer may terminate the Agreement without penalty if (a) the requested service location is not served by the Utility, or (b) Buyer, or the applicable account being served moves outside the Utility service area or to an area not served by Seller. This Agreement will terminate upon written notice, but without penalty to Buyer if (i) competitive retail Electric service is no longer available due to a change in regulation, tariff, or law, or (ii) Seller defaults, which includes an unexcused failure to deliver Electric under the terms of this Agreement. An "Early Termination" shall occur if this Agreement is terminated (i) by Buyer to select a different price or rate plan after the Rescission Period but prior to the end of the Delivery Period, or for any other reason other than those listed in (a)-(b) above or (ii) by Seller due to Buyer's default, which includes a failure to pay or an unexcused failure to receive Electric under the terms of this Agreement. In the event of an Early Termination, Seller will not charge a termination fee. If Buyer returns to the Utility after the Rescission Period Buyer may not be served with the same rates, terms and conditions that apply to the Utility's Standard Service Offer.



**Environmental Disclosure:** This Agreement incorporates the information provided to Buyer or made available to Buyer at <CRES Supplier>'s website regarding the approximate generation resource mix and environmental characteristics of electricity supply.

**Assignment:** <CRES Supplier> may assign, subcontract or delegate all or any part of their rights and/or obligations under this Agreement without consent from Buyer. Buyer shall not assign its rights and/or obligations under this Agreement without the prior written consent of <CRES Supplier>.

**Questions, Complaints and Concerns:** Buyer may contact Seller (i) by calling 24 hours per day, 7 days per week at XXX-XXXX, by visiting [www.<CRESSupplierWebsite.com/>](http://www.<CRESSupplierWebsite.com/>); or (ii) by writing us at <CRES Supplier Address>. Seller will attempt to resolve all customer complaints in a timely manner and will respond to all complaints within three (3) business days of receipt. If Buyer's complaint is not resolved after Buyer has called Seller, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at (800) 686-7826 (toll-free) from 8:00 a.m. to 5:00 p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at (877) 742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at <http://www.occ.ohio.gov>.

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

**Commission of Ohio Docketing Information System on**

**12/6/2018 3:02:59 PM**

**in**

**Case No(s). 16-2376-EL-GAG**

Summary: Application for Certificate Renewal for Reading, Ohio electronically filed by Ms. Brenda G Coffey on behalf of City of Reading, Ohio