



1216 Lexington Ave., Ste. 301
Mansfield, OH. 44907
www.trebellic.com

March 22, 2019

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

Case No. 19-0126-EL-GAG

RE: Opt out Letter(s) — York Township, Sandusky County, OH.

York Township is submitting the attached amendment to the opt-out letter filing made on March 18th, 2019. This is the final copy of Opt-out letter(s) to be sent to all eligible customers on March 26st, 2019 with the response deadline on or around April 16th, 2019.

Material provided for review:

- Residential and Business Opt-out letter

Should you have any questions or additional needs, please call me at (877)861-2772.

Sincerely,

Scott R. Belcastro
Principal
614.425.4885
scott@electricsuppliers.org

Enclosure

York Township
Sandusky County



March 26, 2019

«Name_on_Bill»

«Mailing_Address»

«Mailing_City_», «Mailing_State» «Mailing_Zip_»

York Township Electric Government Aggregation Program with Volunteer Energy

Dear York Township Resident,

York Township (the "Township") is providing you with the opportunity to join with other residents and small commercial customers in the Township's Electric Government Aggregation Program. Savings are possible through a concept called government aggregation, where Township officials bring together citizens to gain group-buying power for the purchase of Electric from a retail supplier. Both the Township and the supplier are certified by the Public Utilities Commission of Ohio. Township voters approved this program in May 2010.

During the past few months, we have researched options for competitive electric pricing for you. We have chosen Volunteer Energy Services Inc. ("Volunteer Energy") an Ohio based corporation to provide you with electric for the term of May 1, 2019 through April 30, 2022 (the term).

Price: Under this agreement, Volunteer Energy is pleased to offer Electric for your Residence at a fixed rate of \$.0492 per kwh in Toledo Edison (TE) and Ohio Edison (OE). Your business will be a fixed rate of \$.0512 per kwh in TE and \$.0502 in OE. **If you are ever unhappy with your rate, you may leave the program free of charge at any time and return to Toledo Edison (TE).** Please refer to the attached Terms and Conditions for full details of this offer.

You will be automatically enrolled, (as a new Participant) in the Township's Electric Governmental Aggregation Program unless you choose to "opt out"—that is, affirmatively choose not to participate. If you wish to be excluded from the program you can call Volunteer Energy toll free at 1-800-977-8374 or return the enclosed "Opt-Out" form by **April 16, 2019**. Otherwise, you will be included in the aggregation program. There is no cost for the enrollment and you will not be charged a switching fee.

Volunteer Energy offers budget billing. If you wish to enroll in the budget billing program for Generation Service, please call Volunteer Energy at 1-800-977-8374.

After you become a participant in the Township's Electric aggregation program, the Utility Co will send a letter confirming your selection of Volunteer Energy as your electric provider. As required by law, this letter will inform you of your option to cancel your enrollment with Volunteer Energy within seven business days of its postmark date. To remain in the Township's government aggregation program, you don't need to take any action when this letter arrives. You will be automatically enrolled.

The Utility Co (TE or OE) will always be responsible for ensuring the distribution of Electric to your premises and will continue to maintain your meter, the monthly reads and the lines that deliver Electric to your premises. Your Electric bill will also continue to come from the Utility Co. The only change you'll notice is the name of your new electric supplier, Volunteer Energy, with the new rate included on your bill.

If you have any questions, please call Volunteer Energy toll free at **1-800-977-8374** Monday through Friday, 9:00 a.m. to 4:00 p.m.

Regards

York Township

Volunteer Energy Services, Inc.

Electric Aggregation - Frequently Asked Questions

What is governmental aggregation of electricity?

Ohio's laws allow for communities - such as York Township, cities, villages and counties - to form aggregated buying groups on behalf of their citizens. Savings are possible through governmental aggregation, where community officials bring together residential and small commercial customers to gain group buying power for the purchase of electricity from a retail electric provider.

How is the Township able to choose a certified electric generation supplier on my behalf?

In May 2010, York Township residents voted to allow the Trustees to contract for an electric generation supplier on their behalf.

If I join the Township's electric aggregation program, who will deliver my power, read my meter and respond to emergencies, such as power outages?

Your local electric company (TE or OE) will be responsible for the delivery of power to your home or business. Since your local electric utility still owns the wires and poles that deliver power to you, it will continue to read your meter and restore power after an outage.

What do I need to do to be included in the aggregation program?

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

What if I don't want to participate?

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

How will billing be handled?

You will receive one bill from the utility (TE or OE) that contains your charges for distribution, transmission, and maintenance service from the utility as well as Volunteer Energy's charges for generation. Your total charges from Volunteer Energy will fluctuate from month to month according to your usage.

Is Budget Billing available?

If you are currently of a "Budget" billing plan with your utility, you will be automatically enrolled into the Volunteer Energy budget plan. If you are not currently participating in a budget program with your utility, please call Volunteer Energy at 1-800-977-8374 to enroll.

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

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

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

If you have an outage, see fallen power lines, or require emergency repairs, you will continue to contact Firstenergy at 1-888-544-4877.

What is the toll-free number for questions?

If you have any questions, please call Volunteer Energy at 1-800-977-8374, Monday through Friday between 9 am - 4 pm.

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

TOLEDO EDISON, A FIRSTENERGY COMPANY

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: Customer 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 **April 2022** unless sooner terminated hereunder.

III. PRICING

This is a full requirements Agreement for residential and small commercial customers. Residential customers, you agree to pay the Price of **\$0.0492/kWh** to total usage per Account as reported by the Utility each month. Small commercial customers, you agree to pay the Price of **\$0.0512/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 fourteen (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. As an option, VE will offer **budget billing** to residential Customers in good standing. The budget billing amount is based on a projection of the participating Customer's energy usage for the remaining term of the Program calculated using twelve (12) months historical usage, where available, plus an adder determined by VE to minimize future true-up amounts.

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

This Agreement shall only be renewed or extended in compliance with the provisions of the Ohio Revised Code and Ohio Administrative Code relating to Governmental Aggregation Programs.

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.

TOLEDO EDISON, A FIRSTENERGY COMPANY**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 No 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. **There is no early termination fee.**

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; 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 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



TOLEDO EDISON, A FIRSTENERGY COMPANY

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

P.S. Remember to return the opt-out form only if you do not want to participate in the York Township, Sandusky County Electric Governmental Aggregation Program.

OPT-OUT FORM FOR THE YORK TOWNSHIP, SANDUSKY COUNTY ELECTRIC GOVERNMENTAL AGGREGATION PROGRAM

☐ I wish to opt out of the York Township, Sandusky County Electric Governmental Aggregation Program (Check box to opt out.)

Service Address: «Service Address», «Service City », «Service State», «Service Zip »

Phone Number: _____

Aggregation Opt Out #: «Aggregation Opt Out »

Printed Name: «Name on Bill»

Date: _____

Account holder's signature: _____

Mail by April 16, 2019 To: York Township, Sandusky County Electric Governmental Aggregation Program; 790 Windmill Drive, Pickerington, OH 43147

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

This Section is inapplicable to Governmental Aggregation Programs.

XVIII. STATE DISCLOSURES/RESCISSION

VE's Ohio Certification Number is 15-950E(2) as a CRES. Customer has the right to request from VE twice within a twelve (12) month period up to twenty-four (24) 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 614-856-3301. If you contact your Utility to rescind this Agreement, your Utility will give you a cancellation number to confirm the cancellation

OHIO EDISON, A FIRSTENERGY COMPANY

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: Customer 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 **April 2022** unless sooner terminated hereunder.

III. PRICING

This is a full requirements Agreement for residential and small commercial customers. Residential customers, you agree to pay the Price of **\$0.0492/kWh** to total usage per Account as reported by the Utility each month. Small commercial customers, you agree to pay the Price of **\$0.0502/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

C. 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 fourteen (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. As an option, VE will offer **budget billing** to residential Customers in good standing. The budget billing amount is based on a projection of the participating Customer's energy usage for the remaining term of the Program calculated using twelve (12) months historical usage, where available, plus an adder determined by VE to minimize future true-up amounts.

D. 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

This Agreement shall only be renewed or extended in compliance with the provisions of the Ohio Revised Code and Ohio Administrative Code relating to Governmental Aggregation Programs.

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.

OHIO EDISON, A FIRSTENERGY COMPANY

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

C. 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.

D. Suspension and No 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. **There is no early termination fee.**

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; 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 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



OHIO EDISON, A FIRSTENERGY COMPANY

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.

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

This Section is inapplicable to Governmental Aggregation Programs.

XVIII. STATE DISCLOSURES/RESCISSION

VE's Ohio Certification Number is 15-950E(2) as a CRES. Customer has the right to request from VE twice within a twelve (12) month period up to twenty-four (24) 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 614-856-3301. If you contact your Utility to rescind this Agreement, your Utility will give you a cancellation number to confirm the cancellation

XVI. ENTIRE AGREEMENT; AMENDMENT

P.S. Remember to return the opt-out form only if you do not want to participate in the York Township, Sandusky County Electric Governmental Aggregation Program.

OPT-OUT FORM FOR THE YORK TOWNSHIP, SANDUSKY COUNTY ELECTRIC GOVERNMENTAL AGGREGATION PROGRAM

☐ I wish to opt out of the York Township, Sandusky County Electric Governmental Aggregation Program (Check box to opt out.)

Service Address: «Service Address», «Service City », «Service State», «Service Zip »

Phone Number: _____

Aggregation Opt Out #: «Aggregation Opt Out »

Printed Name: «Name on Bill»

Date: _____

Account holder's signature: _____

Mail by April 16, 2019 To: York Township, Sandusky County Electric Governmental Aggregation Program; 790 Windmill Drive, Pickerington, OH 43147

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

3/22/2019 2:52:36 PM

in

Case No(s). 19-0126-EL-GAG

Summary: Opt-Out Notice electronically filed by Mr. Scott Belcastro on behalf of York Township, Sandusky County, OH