



Public Utilities Commission

Original GAG Case Number	Version
17-1643-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 Huber Heights

Address 6131 Taylorsville Rd., Huber Heights, OH 45424

PUCO Certificate # and Date Certified 17-1255E (1) 8-23-2017

Telephone # 937-237-5816 Web site address (if any) www.hhoh.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

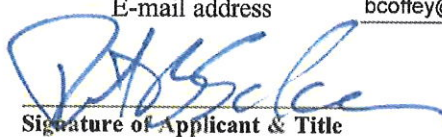
Name Brenda Coffey
Title Aggregation Specialist
Business address 8469 Blue Ash Rd., Suite 1, Cincinnati, OH 45236
Telephone # 304-769-8921 Fax # 513-794-7777
E-mail address bcoffey@energyalliances.com

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

Name Brenda Coffey
Title Aggregation Specialist
Business address 8469 Blue Ash Rd., Suite 1, Cincinnati, OH 45236
Telephone # 304-769-8921 Fax # 513-794-7777
E-mail address bcoffey@energyalliances.com

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

Customer Service address 8469 Blue Ash Rd., Suite 1, Cincinnati, OH 45236
Toll-free Telephone # 800-735-0359 Fax # 513-794-7777
E-mail address bcoffey@energyalliances.com


Signature of Applicant & Title

Sworn and subscribed before me this 23 day of May, 2019 Year
Month


Signature of official administering oath

Stephanie Wunderlich, notary public
Print Name and Title



My commission expires on Feb 3 2024
STEPHANIE WUNDERLICH, Notary Public
In and for the State of Ohio
My Commission Expires Feb 3, 2024

AFFIDAVIT

State of Ohio :

Huber Heights
(Town)

County of Montgomery :

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

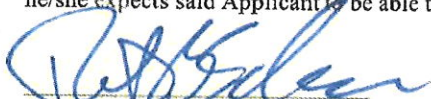
He/She is the City Manager (Office of Affiant) of City of Huber Heights (Name of Applicant);

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

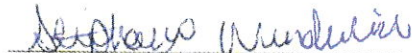
1. The Applicant herein, attests under penalty of false statement that all statements made in the application for certification renewal are true and complete and that it will amend its application while the application is pending if any substantial changes occur regarding the information provided in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


Signature of Affiant & Title

Sworn and subscribed before me this 23 day of May, 2019
Month Year


Signature of official administering oath

Stephanie Wunderlich, Notary Public
Print Name and Title



My commission expires on Feb 3 2024
STEPHANIE WUNDERLICH, Notary Public
In and for the State of Ohio
My Commission Expires Feb 3, 2024

Exhibit A-2 "Authorizing Resolution"

CITY OF HUBER HEIGHTS
STATE OF OHIO

ORDINANCE NO. 2015-O-2200

DIRECTING THE BOARD OF ELECTIONS OF MONTGOMERY COUNTY AND MIAMI COUNTY TO PLACE ON THE BALLOT AT THE PRIMARY ELECTION TO BE HELD ON MARCH 15, 2016 THE QUESTION OF WHETHER THE CITY OF HUBER HEIGHTS SHOULD EFFECT A GOVERNMENTAL ELECTRICITY AGGREGATION PROGRAM WITH OPT-OUT PROVISIONS PURSUANT TO SECTION 4928.20 OF THE OHIO REVISED CODE.

WHEREAS, the Ohio Legislature has enacted electric deregulation legislation which authorizes the legislative authorities of municipal corporations, townships, and counties to aggregate the retail electrical loads located within the respective jurisdictions and to enter into service agreements to facilitate for those loads the purchase and sale of electricity ("Governmental Aggregation"); and

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

WHEREAS, the City Council of Huber Heights, Ohio seeks to establish a Governmental Aggregation program with opt-out provisions pursuant to Section 4928.20 of the Ohio Revised Code (the "Electricity Aggregation Program") for the residents, business, and other electric consumers in the City for the sole benefit of the residents and not for any profit or revenue to the City.

NOW, THEREFORE, BE IT ORDAINED by the City Council of Huber Heights, Ohio that:

Section 1. Council finds and determines that there is an opportunity for the City, its residents, business, and other electric consumers located within the corporate limits of the City to obtain savings by establishing an Electricity Aggregation Program in the City.

Section 2. Provided that the Electricity Aggregation Program is approved by the electors of the City pursuant to Section 3 of this Ordinance, Council is hereby authorized to automatically aggregate, in accordance with Section 4928.20 of the Ohio Revised Code, the retail electric loads located within the City, and, for that purpose, to enter into service agreements to facilitate for those loads the purchase and sale of electricity. Council may exercise such authority jointly with any other municipal corporation, township, county, or other political subdivision of the State of Ohio to the full extent permitted by law. The aggregation, if approved, will occur automatically for each person owning, occupying, controlling, or using an electric load center proposed to be aggregated and will provide for opt-out rights described in Section 4 of this Ordinance. The development of the aggregation program will not include any mark-up in costs, fees, or charged amounts that provide any profit or revenue to the City. The development of the aggregation program will involve public input and will require approval by City Council on the basis the program is beneficial to the residents to reduce cost of electric service without any program expense generating profit or revenue for the City.

Section 3. The Board of Elections of Montgomery and Miami County is hereby directed to submit the question if establishing an Electricity Aggregation Program to the electors of the City of Huber Heights at the election on March 15, 2016 substantially in the following form:

Shall the City Council of Huber Heights, Ohio have the authority to aggregate the retail electric load located in the City, and for that purpose, and without any added cost or fees to any person or business for profit or revenue to the City, enter into service agreements for the sale and purchase of electricity, with such aggregation to occur automatically except where any person elects to opt out?

The Clerk of Council is instructed to immediately file a certified copy of this Ordinance and the proposed form of the ballot question with the Montgomery and Miami County Board of Elections not less than ninety (90) days prior to that election. The Electricity Aggregation Program shall not take effect unless approved by a majority of the electors voting upon this

Ordinance and Electricity Aggregation Program provided for herein at the election held pursuant to this Section 3 and Section 4928.20 of the Ohio Revised Code.

Section 4. Upon approval of a majority of the electors voting at the election provided for in Section 3 of this Ordinance, Council, individually or jointly with any other political subdivision, may develop a plan of operation and governance for the Electricity Aggregation Program pursuant to the terms provided in Section 4928.20 of the Ohio Revised Code. No plan adopted by Council shall aggregate the electric load of any electric load center within the City, unless it, in advance, clearly discloses to the person owning, occupying, controlling, or using the load center that the person will be enrolled automatically in the Electricity Aggregation Program and will remain so enrolled unless the person affirmatively elects by a stated procedure not to be so enrolled. No plan will be adopted that includes any extra fees, costs or charges that provides any profit or revenue for the City.

Section 5. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its Committees that resulted in such formal action were taken in meetings open to the public and in conformance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 6. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the citizens of Huber Heights and for the further reason of the need to timely submit proposed ballot language in order to meet election filing deadlines; therefore, this Resolution shall take effect immediately upon its adoption by Council.

Passed by Council on the 14th day of December, 2015:
___7___ Yeas; ___0___ Nays.

Effective Date: December 14, 2015

AUTHENTICATION:

Anthony C. Rendes
Clerk of Council

12-14-15
Date

Tom E. Nitzma
Mayor

14 Dec 15
Date

Exhibit A-3 "Operation and Governance Plan"

**PLAN OF OPERATION AND GOVERNANCE
FOR
ELECTRIC AGGREGATION
FOR
THE CITY OF HUBER HEIGHTS, OHIO**

For Additional Information Contact:

Bill Grafe
Energy Alliances, Inc.
8469 Blue Ash Road, Suite 1
Cincinnati, OH 45236
513-794-5555
bgrafe@energyalliances.com

**PLAN OF OPERATION AND GOVERNANCE
for the
CITY OF HUBER HEIGHTS ELECTRIC AGGREGATION PROGRAM**

Introduction. At the general election held on March 15, 2016, a majority of the voters in the City of Huber Heights (Counties of Montgomery, Miami and Greene), Ohio (the "City"), approved the authority of the City Council (the "Council") to aggregate the retail electric loads located in the City, such aggregation to occur automatically except with respect to mercantile customers and to any other person who elects by a stated procedure to opt-out of the City of Huber Heights Electric Aggregation Program (the "Program"). The Council held public hearings on the matter on July 10, 2017, at 2:00 p.m. and at 7:00 p.m., and after considering public input, approved this Plan of Operation and Governance for the Program as prescribed by Section 4928.20(C) of the Ohio Revised Code (the "Revised Code"). The Council has developed this Plan of Operation and Governance for the Program (the "Plan of Operation") in accordance with the governmental aggregation provisions in Section 4901:1-21-16 of the Ohio Administrative Code (the "OAC"). 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 in 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 (the "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 electric supply contract negotiated by the Governmental Aggregator for the Aggregation (the "Contract") shall be for firm, full-requirements supply. Each participant in the Aggregation (each, an "Aggregation Participant") will be individually bound to the Provider by the terms of the Contract, and will be solely responsible for payment of electric supply charges and performance required of it. The electric supply charges for the Aggregation shall be stated in the Contract negotiated by the Governmental Aggregator. The electric supply charges will take the form of a fixed price or variable price charge and may provide for different rates to different rate classes within the Aggregation. All electric supply charges will be fully and prominently disclosed in consumer enrollment materials (including the Opt-Out Notice described herein), available on the Provider's website and available to consumers who call the Provider's toll free customer service telephone number. The surcharge authorized under Section 4928.20(I) of the Ohio Revised Code will not be charged to Aggregation Participants. Participants may terminate the Contract with the Provider without penalty at any time for any reason by providing notice to the Provider.

Eligibility, Opt-Out Disclosures, and Pooling Accounts. Section 4901:1-21-06 of the OAC requires Dayton Power & Light, the local electric distribution utility ("DP&L" or 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 to become Aggregation Participants: 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 who appear on the "do not aggregate" list of the Public Utility Commission of Ohio ("PUCO"); customers on the Percentage of Income Payment Plan ("PIPP"); customers that have past due amounts owing to the Utility; and mercantile customers that have not provided affirmative consent to join the Program. "Mercantile customer" means a commercial or industrial customer if the electricity consumed is for nonresidential use and the customer consumes more than seven hundred thousand kilowatt hours per year or is part of a national account involving multiple facilities in one or more states. In addition, the City intends to include in the Aggregation only those residential and non-mercantile customers with a demand of less than 200 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 from 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 the Utility, 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 (twenty-one) 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) calendar 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 respective 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.

If Customer switches back to Customer's electric utility for any reason, Customer will be served under the electric utility's applicable rates, terms and conditions that apply upon their return.

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 Monday through Friday, 8:00 am - 7:00 pm ET. Any unresolved disputes should be directed to the PUCO 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 – Dayton Power & Light	1-877-468-8243
Service turn on/off	Utility – Dayton Power & Light	1-800-433-8500
Billing Disputes	Utility – Dayton Power & Light	1-866-801-7371
Price/Joining/Leaving Program	Provider Customer Service	TBD
Program Regulatory Questions	Provider Customer Service	TBD
Unresolved Disputes	Public Utilities Commission	1-800-686-7826
Unresolved Disputes-Residential	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 it and/or the City within three (3) business days following Provider's receipt of the complaint. In the case of a 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 so 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: IAD, 180 E. Broad St., Columbus, OH 43215-3793; by fax to (614) 752-8351; through their website at www.puc.state.oh.us or by calling toll free (800) 686-7826 (VOICE) or 711 (ITY-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 an Aggregation Participant is dropped from the Aggregation due to a move within the City, the Aggregation 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, and 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 were not included in the Aggregation, may join the Aggregation after the expiration of the initial Opt-Out Period by contacting the Provider. The rate, duration and other terms of enrollment for those joining the Aggregation after the expiration of the Opt-Out Period will be the same as and extend through the remainder of the current negotiated supply contract 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 list 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"

City of Huber Heights Electric Aggregation Program

Date

<insert customer name>>

<insert customer address>>

Dear City of Huber Heights Residents and Businesses,

City of Huber Heights is offering you an opportunity to participate in an Electric Governmental Aggregation Program. City voters authorized the City Council to form a governmental aggregation program and negotiate favorable electric supply prices for eligible residences and businesses. The City recently selected <supplier> as the program supplier through your <Month Year> meter read date. Both City of Huber Heights and <supplier> are certified by the Public Utilities Commission to provide this service. As an eligible resident or business, you will be automatically enrolled in the program unless you choose to opt-out (not participate) by <Month Day Year>.

If you do not opt-out, your service is estimated to begin no later than your <Month Year> meter read. Some of the plan highlights...

- **Fixed Electricity Price** of \$0.XXX per kWh through your <Month Year> meter reading.
- Provides **security** against electricity price fluctuations.
- **One energy bill** from Dayton Power and Light, your local utility.
- **No Fee** to cancel at any time

Billing / Service Delivery Unchanged

Other than the price and supplier, nothing regarding your electric service will change. You will continue to receive one monthly bill from your utility. Your utility will continue to deliver your electricity and be responsible for maintaining the system that delivers electricity to your home.

Enrollment Information

After your enrollment is finalized, your utility company will send you a letter confirming your enrollment. As required by law, this letter will inform you of your ability to rescind your enrollment with no penalty.

How to Opt-Out

If you do not wish to participate, you must opt-out no later than <Month Day Year> by any one of the following methods:

- Fill out the reply card below and return it by <Month Day Year>
- Call us toll-free at < Toll Free Number>

If you choose to opt out (not participate), you may do so at no charge during this initial enrollment period and you will not be served by <supplier>. If you become part of the aggregation, you may cancel the agreement at any time at no charge by providing notice to <supplier>. If you choose to opt out of the program at this time, or if you choose to leave the program at a later date, you will be served by your utility under its standard service offer or until you choose an alternative supplier of electric service. If you switch back to your utility, you may not be served under the same rates, terms, and conditions that apply to other customers served by your utility.

If you have questions, contact <supplier> at <supplier@<supplier>.com or call <Toll Free Number>.

Please see the enclosed Terms and Conditions for full details regarding the rate option and other terms of the program.

Regards,

Community: City of Huber Heights

◊ Opt out of the City of Huber Heights Government Electric Aggregation Program. By checking this box, I understand that my account will not be included in the aggregation program.

This opt out must be post marked by <Month Day Year>

If opting out mail to: <supplier>, <address>

Please fill out the required information in **bold**:

Customer Name _____ **Account Number** <<Account Number>>

Service Address _____

Signature _____ **Date** _____

**RESIDENTIAL AND SMALL COMMERCIAL ELECTRIC SUPPLY AGREEMENT
TERMS AND CONDITIONS**

1. Purchase of Electricity – <supplier> agrees to sell, and you (Customer) agree to buy, all retail electricity at the price and on the terms and conditions specified in this Agreement. Customer's electric utility remains responsible for the delivery of electricity to the Customer.
2. Residential or Small Commercial Service – Customer acknowledges this Agreement is for electricity for residential or small commercial use only.
3. Price and Initial Term – The price for electricity (Price) will be \$0.XXX per kWh through your <Month Year> meter read date (Initial Term). Electricity service under this Agreement will begin with the next available meter read date after <supplier> and Customer's electric utility process Customer's enrollment. In addition to delivering electricity, Customer's electric utility will continue to read Customer's meter, bill the Customer and respond to any outages. If Customer switches back to Customer's electric utility for any reason, Customer may or may not be served under the same rates, terms, and conditions that apply to other customers served by the electric utility. The electric utility may charge switching fees to the Customer. The Price includes <supplier> broker fees, but does not include any applicable taxes or fees or charges from the Customer's electric utility. If <SUPPLIER> wishes to lower the Price due to a change in market conditions, <SUPPLIER> may do so without Customer's consent provided there are no other changes to the terms and conditions of this Agreement.
4. Length of Contract - As a part of your community's program, your service from <SUPPLIER> will commence with your next available meter reading after processing of enrollment by your electric utility, and will continue for the term as specified in the opt-out notification, ending on your meter read for the last month of service.
5. Billing and Payment – The charges for electricity provided by <SUPPLIER> will appear on Customer's monthly bill from Customer's electric utility, and is due and payable to Customer's electric utility on the same day the electric utility's bill is due. Customer will incur additional service and delivery charges from the Customer's electric utility. Customer should continue to follow any bill payment procedures between Customer and Customer's electric utility. Customer agrees to accept the measurements as determined by Customer's electric utility for purposes of accounting for the amount of electricity provided by <SUPPLIER> under this Agreement. Though <SUPPLIER> does not offer budget billing for the electricity provided, the customer may contact the Customer's electric utility to enroll in the utility budget billing program, if applicable. Customer has the right to request from <SUPPLIER>, twice within a twelve-month period without charge, up to twenty-four months of the Customer's payment history. The failure to pay electric utility charges may result in Customer being disconnected from service in accordance with the Customer's electric utility tariff.
6. Customer Cancellation or Termination of the Agreement – Customer's electric utility will send Customer a notice confirming the switch to <SUPPLIER> for electricity. CUSTOMER MAY CANCEL THIS AGREEMENT WITHOUT PENALTY WITHIN SEVEN (7) CALENDAR DAYS OF THE POSTMARK ON THE ELECTRIC UTILITY'S CONFIRMATION NOTICE OF THE SWITCH TO <SUPPLIER> BY CONTACTING CUSTOMER'S ELECTRIC UTILITY BY TELEPHONE OR IN WRITING IN ACCORDANCE WITH THE CANCELLATION INSTRUCTIONS ON THAT NOTICE. After the seven-day cancellation period, Customer must contact <SUPPLIER> to terminate this Agreement. If Customer terminates this Agreement after the seven-day cancellation period and before the end of the Initial Term, Customer will be charged no early termination fee. There is no fee for early termination during any renewal term. Customer may terminate this Agreement without penalty if Customer moves outside of <SUPPLIER>'s service area or into an area where <SUPPLIER> charges a different price for electricity.

7. <SUPPLIER> Termination of the Agreement – <SUPPLIER> may terminate this Agreement by giving Customer written notice of at least 14 calendar days if the Customer fails to make any payments under this Agreement or fails to meet any agreed-upon payment arrangements. <SUPPLIER> may also terminate this Agreement by giving Customer written notice if any Force Majeure Event (See Section 13 of this Agreement), as defined below, physically prevents or legally prohibits <SUPPLIER> from performing under the terms of this Agreement.

Upon termination of this Agreement, Customer will return to Customer's electric utility for electricity unless Customer has selected another Competitive Retail Electric Service (CRES) provider. The effective date of any termination by Customer or <SUPPLIER> will be the next available meter read date after expiration of any required notice period and processing by the electric utility and <SUPPLIER> of the return of the Customer to the electric utility. Upon termination by any party for any reason, Customer will remain responsible for all charges for electricity through the date of termination.

8. Environmental Disclosure – This Agreement incorporates the information provided to Customer or made available to Customer at <SUPPLIER>'s website (<supplier>Ohio.com) regarding the approximate generation resource mix and environmental characteristics of electricity supply.
9. Assignment – <SUPPLIER> may assign, subcontract or delegate all or any part of <SUPPLIER>'s rights and/or obligations under this Agreement without consent from Customer. Customer shall not assign its rights and/or obligations under this Agreement without the prior written consent of <SUPPLIER>.
10. Customer Information – Customer authorizes <SUPPLIER> to obtain any information from Customer's electric utility necessary for <SUPPLIER> to perform this Agreement, including Customer's account name, account number, billing address, service address, telephone number, standard offer service type, meter readings, when charges hereunder are included on the electric utility's bill, and Customer's billing and payment information from Customer's electric utility. <SUPPLIER> is prohibited from disclosing Customer's social security number and/or account number(s) without Customer's consent except for <SUPPLIER>'s 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.
11. Dispute Resolution – If Customer has a billing or other dispute involving this Agreement, Customer may contact <SUPPLIER> at the telephone number, e-mail address or mailing address listed below. 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). The Ohio consumers' counsel (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>.
12. Limitation of Liability – Customer agrees that neither <SUPPLIER> nor any of its employees, affiliates, agents, or subcontractors (collectively, <SUPPLIER> Parties) will be liable for any damages or claims for matters within the control of Customer's electric utility or the regional transmission organization controlled electricity grid. The Parties will not be responsible for any failure to commence or terminate power and energy service on the date specified herein due to any failure or delay in enrolling Customer with Customer's electric utility. The <SUPPLIER> Parties' liability will be limited to direct actual damages only. In no event will the <SUPPLIER> Parties be liable for any punitive, incidental, consequential, exemplary, indirect, attorney's fees, third-party claims or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from any breach or nonperformance of this Agreement.

13. Force Majeure – If a Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement (the “Claiming Party”) and gives notice and details of to the other Party as soon as practicable, then the Claiming Party shall be excused from the performance of its obligations under this Agreement (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). The Claiming Party shall remedy the Force Majeure with all reasonable dispatch. During the period excused by Force Majeure, the non-Claiming Party shall not be required to perform its obligations under this Agreement. “Force Majeure” shall mean an event or circumstance which prevents the Claiming Party from performing its obligations or causes delay in the Claiming Party’s performance under this Agreement, which event or circumstance was not anticipated as of the date this Agreement was agreed to, which is not within the reasonable control of, or the result of the negligence of, the Claiming Party, and which, by the exercise of due diligence or use of good utility practice, as defined in the applicable transmission tariff, the Claiming Party is unable to overcome or avoid or cause to be avoided, such as, but not limited to, acts of God; fire; flood; earthquake; war; riots; strikes, walkouts, lockouts and other labor disputes that affect Customer or <SUPPLIER>. Force Majeure shall not be based on 1) Customer’s inability to economically use the electricity purchased hereunder; or 2) Supplier’s ability to sell the electricity at a price greater than the price under this Agreement.
14. REGULATORY OUT - Changes to laws, regulations, rules, decisions, entries, findings, or orders governing the generation, transmission, or sale of electricity may be made by different entities, including state agencies and regulatory bodies such as the Public Utilities Commission of Ohio (PUCO), federal agencies and regulatory bodies such as the Federal Energy Regulatory Commission (FERC), and Regional Transmission Organizations (RTO) that operate multi-state regional electric transmission systems such as PJM Interconnection LLC (PJM), the RTO that operates the regional electric transmission system in a multi-state region that include <supplier>. Such changes may include, without limitation, new, revised, altered, amended, or reinterpreted laws, regulations, rules, decisions, entries, findings, or orders relating to (i) the generation of electricity, (ii) the availability and reliability of electricity supply resources (including, without limitation, capacity), (iii) the reliability of the electricity grid, (iv) the transmission or delivery of electricity, and (v) the sale or marketing of wholesale and retail electricity (collectively, Regulatory Events). <SUPPLIER> has no control over Regulatory Events. If any Regulatory Event makes this Agreement uneconomic or unprofitable for <SUPPLIER>, Customer agrees that <SUPPLIER> may in its sole discretion propose new contract terms to Customer, including, without limitation, an increased price for the electricity delivered by <SUPPLIER> under this Agreement. If <SUPPLIER> proposes new contract terms in accordance with this clause, <SUPPLIER> will provide written notice to the Customer that identifies (1) the Regulatory Event(s) at issue, (2) the new contract terms proposed by <SUPPLIER>, and (3) when the new contract terms will take effect following Customer’s acceptance. Customer will have thirty (30) days from the date of the written notice to affirmatively accept or reject the new contract terms. If Customer does not affirmatively accept the new contract terms within thirty (30) days of the written notice, this Agreement will terminate without penalty on the next available meter read date after the expiration of the thirty-day notice period and processing by the electric utility and <SUPPLIER>, after which Customer will return to Customer’s electric utility or another CRES provider of Customer’s choosing for electricity.

Contact Information

In the event of an emergency involving Customer’s electric service (for example, an outage or downed power lines) Customer should call the emergency line for Customer’s electric utility. In all other situations, Customer may contact <SUPPLIER> toll free at <Toll Free Number>. Customer Care Representatives are available Monday – Friday, 8:00 am - 7:00 pm ET. During all other hours please leave a message for a return call. Customer may also contact <SUPPLIER> by email at <supplier email address>.com, or by US Mail at <SUPPLIER> <Address>. Customer may also visit <SUPPLIER>’s website at <supplier web address>.

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

7/2/2019 10:22:57 AM

in

Case No(s). 17-1643-EL-GAG

Summary: Application for Renewal Certification as an Electric Governmental Aggregator
electronically filed by Ms. Brenda G Coffey on behalf of City of Huber Heights