

November 26, 2019

Public Utilities Commission of Ohio  
Docketing Division, 11<sup>th</sup> Floor  
180 East Broad Street  
Columbus, Ohio 43215-3793

**RE: Electric Governmental Aggregator Certification Renewal Application for Plain Township (Case Number 11-5962-EL-GAG).**

Attached please find the renewal application for certification as a Governmental Aggregator of Electric for Plain Township of Stark County.

Independent Energy Consultants, Inc. is providing aggregation consulting services to Plain Township and is filing this application on their behalf.

If you have any additional needs or questions, please call me at (330) 995-2675 or email me at [aburns@naturalgas-electric.com](mailto:aburns@naturalgas-electric.com).

Sincerely,



Andrew Burns  
Governmental Aggregation Manager

Attachments



# Public Utilities Commission

Original GAG Case Number	Version
11 - 5962 -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 Plain Township, Stark County Ohio  
Address 2600 Easton St. NE, Canton, Ohio 44721  
PUCO Certificate # and Date Certified 12-435E(4) Certified 1/15/2018  
Telephone # (330) 492-4689 Web site address (if any) www.plaintownship.com

#### A-2 Exhibit A-2 "Authorizing Ordinance" provide a copy of the ordinance or resolution authorizing the formation of a governmental aggregation program adopted pursuant to Section 4928.20(A) of the Revised Code.

#### A-3 Exhibit A-3 "Operation and Governance Plan" provide a copy of the applicant's current plan for operation and governance of its aggregation program adopted pursuant to Section 4928.20(C) of the Revised Code. The Operation and Governance Plan explained in Exhibit A-3 should include:

- Terms and conditions of enrollment including:
  - Rates
  - Charges
  - Switching fees, if any
- Policies associated with customers moving into/out of aggregation area
- Billing procedures
- Procedures for handling complaints and disputes including the toll-free telephone number and address for customer contacts

A-4 **Exhibit A-4 Automatic Aggregation Disclosure - "Opt-out Form"** provide a copy of the disclosures/"opt-out" required by Section 4928.20(D) of the Revised Code, if its aggregation program provides for automatic aggregation in accordance with Section 4928.20(A) of the Revised Code. If the opt-out is in draft form, docket the final opt-out (including beginning and ending dates of the 21-day -out period and the selected CRES supplier) with the Commission within 10 days prior to providing or offering service. See #12 in the attached Affidavit .

A-5 **Contact person for regulatory or emergency matters**

Name Andrew Burns  
Title Govt. Agg Manager, Independent Energy Consultant  
Business address 215 W Garfield Rd, STE 210, Aurora Ohio 44202  
Telephone # (330) 995-2675 Fax # (800) 574-4508  
E-mail address aburns@naturalgas-electric.com

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

Name Andrew Burns  
Title Govt. Agg Manager, Independent Energy Consultant  
Business address 215 W Garfield Rd, STE 210, Aurora Ohio 44202  
Telephone # (330) 995-2675 Fax # (800) 574-4508  
E-mail address aburns@naturalgas-electric.com

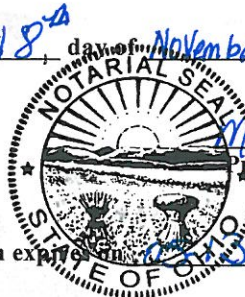
A-7 **Applicant's address and toll-free number for customer service and complaints**

Customer Service address 215 W Garfield Rd, STE 210, Aurora Ohio 44202  
Toll-free Telephone # (888) 862-6060 Fax # (800) 574-4508  
E-mail address info@naturalgas-electric.com

Chris Perry - Plain Township Administrator  
Signature of Applicant & Title

Sworn and subscribed before me this 18<sup>th</sup> day of November, 2019 Year  
Month

Marilyn Carrick  
Signature of official administering oath



Marilyn Carrick Executive Assistant  
Print Name and Title  
Notary Public, State of Ohio  
My Commission Expires 05-13-2023

My commission expires 05-13-2023

# **AFFIDAVIT**

State of Ohio :

Plain Township ss.  
(Town)

County of Stark :

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

He/She is the Adminstrator (Office of Affiant) of Plain Township (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.

*Ch. Carrick* - Plain Township Administrator  
Signature of Affiant & Title

Sworn and subscribed before me this 18<sup>th</sup> day of November, 2019  
Month Year

*Marilyn Carrick*  
Signature of official administering oath



*Marilyn Carrick - Executive Assistant*  
Name and Title  
Marilyn Carrick  
Notary Public, State of Ohio  
My Commission Expires 05-13-2023

My commission expires 05-13-2023

Resolution #: 11-324

Motion by Mr. Haws,

**A RESOLUTION AUTHORIZING ALL ACTIONS NECESSARY TO EFFECT A GOVERNMENTAL ELECTRICITY AGGREGATION PROGRAM WITH OPT-OUT PROVISIONS PURSUANT TO SECTION 4928.20 OHIO REVISED CODE, DIRECTING THE STARK COUNTY BOARD OF ELECTIONS TO SUBMIT A BALLOT QUESTION TO THE ELECTORS; AND DECLARING AN EMERGENCY.**

*WHEREAS*, The Ohio Legislature has enacted electric deregulation legislation ("Am. Sub. S.B. No 3") which authorizes the legislative authorities of municipal corporations, township 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*, Such legislative authorities may exercise such authority jointly with any other legislative authorities; 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*, this Board seeks to establish a Governmental Aggregation program with opt-out provisions pursuant to Section 4928.20, Ohio Revised Code (the "Aggregation Program") for the residents, businesses and other electric consumers in the Township.

*NOW, THEREFORE, BE IT RESOLVED* by the Board of Trustees of Plain Township, Ohio that:

Section 1: This Board of Trustees finds and determines that it is in the best interest of the Township, its residents, businesses and other electric consumers located within the corporate limits of the Township to establish this Aggregation Program in the Township. Provided that the Aggregation Program is approved by the electors of the Township pursuant to Section 2 of this Resolution, the Township is hereby authorized to automatically aggregate, in accordance with Section 4928.20, Ohio Revised Code, the retail electric loads located within the Township, and, for that purpose, to enter into service agreements to facilitate for those loads the purchase and sale of electricity. The Township may exercise such authority jointly with other municipal corporation, township or county or other political subdivision of the State of Ohio to the full extent permitted by law. The aggregation will occur automatically for each person owning, occupying, controlling or using an electric load center proposed to be aggregated and will provide for the opt-out rights described in Section 3 of this Resolution.

Section 2: The Board of Elections of Stark County is hereby directed to submit the following question to the electors of the Township at the general election on November 8, 2011:

***Shall the Plain Township Trustees have the authority to aggregate the retail electric load located in Plain Township,***

***and for that purpose, enter into services agreements to facilitate for those loads the sale and purchase of electricity,***  
such aggregation to occur automatically except where any person elects to opt out?

The Fiscal Officer of Plain Township is instructed to immediately file a certified copy of this Resolution and the proposed form of the ballot question with the Stark County Board of Elections not less than ninety days prior to the general election. The Aggregation Program shall not take effect unless approved by a majority of the electors voting upon this Resolution and the Aggregation Program provided for herein at the election held pursuant to this Section 2 and Section 4928.20, Ohio Revised Code.



## Plain Township Exhibit A-2 "Authorizing Ordinance"

Section 3: Upon approval of a majority of the electors voting at the general election provided for in Section 2 of this Resolution, this Board of Trustees of Plain Township shall hold at least two public hearings on the plan. Before the first hearing, notice of the hearings shall be published once a week for two consecutive weeks in a newspaper of general circulation in the Township. The notice shall summarize the plan and state the date, time and place of each hearing. No plan adopted by this Board of Trustees shall aggregate the electric load of any electric load center within the Township 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 Aggregation Program and will remain so enrolled unless the person affirmatively elects by a stated procedure not to be so enrolled. The disclosure shall state prominently the rates, charges, and other terms and conditions, of enrollment. The stated procedure shall allow any person enrolled in the Aggregation Program the opportunity to opt- out of the program at least every three years, without paying a switching fee. Any such person that opts out of the Aggregation Program pursuant to the state procedure shall default to the standard service offer provided under division (a) of Section 4928.35, Ohio Revised Code until the person chooses an alternative supplier.

Section 4: It is hereby found and determined that all formal actions of this Board of Trustees of Plain Township concerning and relating to the passage of this Resolution were adopted in an open meeting of this Board of Trustees of Plain Township and that the deliberations of this Board of Trustees and any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements including section 121.22 of the Ohio Revised Code.

Section 5: This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the Township and the inhabitants thereof, and for further reasons that this resolution is required to be immediately effective in order to file a certified copy of this resolution and the proposed form of the ballot question with the Stark County Board of Elections not late than ninety (90) days prior to the November 8, 2011 election, as provided herein; wherefore, provided it receives the affirmative vote of the Board of Trustees, it shall take effect and be in force immediately upon its passage, otherwise it shall take effect and be in force as the earliest period allowed by law.

Seconded by Mr. Giavasis.

Discussion: Emily from First Energy was again present to tell the Board there are grants available for this program and that there would be a minimum of three percent savings to each residential customer which amounts to an average of \$30 a year. They would be guaranteed they would never pay more and if anything, that savings would increase. The guarantee to the Township for the grant dollars was for the period of the contract and would be renewed after the three year period.

**Vote: Mr. Leno, yes; Mr. Haws, yes; Mr. Giavasis, yes.**

# PLAIN TOWNSHIP ELECTRIC AGGREGATION PROGRAM

## Plan of Operation and Governance

For additional information contact:  
Andrew Burns, Governmental Aggregation Program  
Independent Energy Consultants, Inc.  
Ph: (330) 995-2675





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## **1. Purpose of Electric Aggregation Program & Services**

This aggregation plan has been developed in compliance with Ohio Revised Code, Section 4928.20 regarding governmental aggregation of electric service. That section of the Code defines two different types of aggregation that may be enacted by a governmental entity; opt-in aggregation and opt-out aggregation. The Township of Plain ("the Township") will administer an opt-out aggregation program that will automatically include all eligible electric accounts receiving a beneficial offer from a Competitive Retail Electric Service Supplier (CRES Supplier). Those customers will be given prior notice entitling them to affirmatively elect not to be part of the Program.

The Township passed the necessary ordinance to place the issue of Opt-out Governmental Aggregation of electricity on the 11/8/2011 ballot. The ballot issue subsequently passed. The Township will follow the Plan of Operation and Governance ("Plan") outlined below. This Plan was adopted after two public hearings were held in accordance with section 4928.20 (C) of the Ohio Revised Code.

The Township's Aggregation Program ("Program") seeks to aggregate the retail electric loads of consumers located in the Township to negotiate the best rates for the generation supply of electric power. With a Township population of approximately 35,000 the Program has the potential to combine residential accounts and small commercial accounts into a buying group that will be attractive to a Competitive Retail Electric Service Supplier (CRES Supplier). Participation in the Program is voluntary. Any individual customer ("Member") has the opportunity to decline to be a Member of the aggregation program and to return to their local utility, Ohio Power ("utility"), standard offer of service or to enter into a power supply contract with any CRES Supplier.

Residential and small commercial electric customers often lack the ability to effectively negotiate electric supply services. The Township's Program provides them an opportunity to benefit from professional representation and bargaining power achieved through an aggregation program.

The aggregation program is designed to reduce the amount Members pay for electric energy and to gain other favorable terms of service. The Township will not buy and resell the power to the Program Members. Instead, the Township will competitively bid and negotiate a contract with a CRES Supplier to provide firm, full-requirements generation service to the Members of the aggregation program.

Due to the complexity of deregulation of the electric utility industry, the Township has entered into contract with Independent Energy Consultants, Inc. (Independent Energy Consultants), a PUCO certified broker and aggregator of natural gas and electricity. Among other things, Independent Energy Consultants will provide professional assistance which includes these consulting services:

- Draft and assist in maintaining this Plan of Operation and Governance
- Lead the required Public Hearings and attend Trustee meetings
- Assist the Township in the day-to-day administration of the program (problem resolution, press releases, PUCO compliance, supplier liaison, contract review, etc.)

- Administer the Request for Proposal process, analyze supplier responses and provide recommendations for the supply agreement
- Review customer data provided by the local utility that would serve as the basis for an Opt-Out Notice
- Write/prepare reports on a quarterly/annual basis to the Township, PUCO, PUCO’s Market Monitoring division, and the Ohio Consumers’ Counsel.

## 2. Determination of Rates and Other Charges

### 2.1. Rates

Through the efforts of its consultant, Independent Energy Consultants, Inc., the Township will seek proposals from CRES suppliers. The request for proposals shall require the suppliers to offer a generation charge for firm, full-requirements supply. CRES Providers will bid by Ohio Power customer rate classification or customer class. CRES Providers will be encouraged to bid on as many electric accounts as possible, but it is recognized that from a practical standpoint it is not likely that bids will be received for larger commercial and industrial accounts that require interval metering and individual price analysis. Furthermore, a CRES Provider may not be able to beat Ohio Power’s tariff rates for all customer classes and/or rate schedules. The prices to be charged to Members in the Program will be set by the Township Trustees, or their designee, after negotiations with the selected CRES Supplier. Members will be notified of the rates and terms of the Program through a direct mailing sent to each eligible resident and business within the Township limits. Once offers are found a table similar to the one shown below will be populated to reflect the offer rates.

<b>Ohio Power Rate Schedule</b>	<b>CRES Supplier Offer</b>
RS – Residential Service	\$0.0522/kWh through March 2021
GS – General Service	\$0.0522/kWh through March 2021
Other	

### 2.2 Charges

Neither the Township nor the selected Supplier will impose any terms, conditions, fees, or charges on any Member served by the governmental aggregation unless the particular term, condition, fee, or charge is clearly disclosed to the Member at the time the Member chose not to opt-out of the aggregation.

The Local Utility will continue to bill for Late Payment, Delivery Charges and Monthly Service Fee, etc. These charges apply whether or not a Member switches to the Program’s CRES supplier. Switching generation suppliers will not result in any new charges billed to the Member.

### 2.3 Switching Fees

Should the utility assess a switching fee for Members voluntarily remaining in the aggregation program; the Request for Proposal will be written to require the



Plain Township Exhibit A-3 "Operation and Governance Plan"  
selected supplier to pay the switching fee.

## 2.4 Early Termination Fee

Members may terminate their agreement without penalty if they relocate outside of the Township. Members that leave for other reasons may be assessed an early termination fee by the CRES supplier. Early termination fees are standard in most electric contracts. The Township will negotiate with the CRES supplier to ensure that any early termination fee assessed is reasonable and clearly stated in the opt-out disclosure notice.

## 3. Process for Providing Opt-Out Disclosure Notices

When a successful supply offer is found, the Township shall order the eligible customer list from the Local Utility. The respective utility shall turn over the list to the Township or its consultant upon request. Once the list is obtained, it will be shared with the selected CRES supplier and they will have 30 days from the Township's receipt of the data to mail the Opt-Out Notices to all eligible Members receiving an offer.

The selected CRES supplier will be required to pay for printing and mailing of opt-out disclosure notices. The notices will be mailed to the owner or occupant residing at the electric account mailing address shown on the utility's customer list. The notice will contain the Township's name and logo to clearly indicate to the recipient that it is a notice from the Township.

Prior to mailing Opt-Out Notices a thorough review will be performed to see that all eligible Members receiving an offer are sent the notice. The review process will include the efforts of numerous parties and utilize a number of resources as specified in section four of this plan.

Following acceptance of an offer by the Township, the CRES supplier will mail Opt-Out Notices to eligible Members. Members will have 21 days from the postmark date on the notice to postmark the return opt-out card if they do not wish to participate in the Township's program.

In the event that an eligible Member is inadvertently not sent an Opt-Out Notice and is omitted from the Program, the CRES supplier shall, upon request, enroll the eligible Member at the group rate for the remaining term.

## 4. Determination of Eligible Customer Pool

Under the opt-out aggregation provisions, all eligible electric consumers within the Township will be automatically included in the Program. However, such customers will be given prior notice entitling them to affirmatively elect not to be part of the Program.

Prior to mailing Opt-Out Notices a thorough review will be performed to see that all ineligible customers are excluded. The review process will include the efforts of numerous parties and utilize a number of resources:

### Plain Township Exhibit A-3 "Operation and Governance Plan"

- The Local Utility will query their customer database using best efforts to capture all accounts within the Township limits.
- The Township's consultant working with the CRES supplier, available Township resources and publicly available material shall screen out customers who are not located within the Township limits. Those resources may include any or all of the following: Property records, water and/or sewer records, fire and/or police department address records, 911 address records, street listings, Township maps, internet maps, county parcel mapping databases, and geographical information systems (GIS).
- Ineligible accounts will be screened out based on codes provided in the utility's data.
- The data shall be reviewed to see that all zip codes have been included, all streets included, all customer classes, all customer rate schedules, and finally that an expected total for a community of this population was turned over.
- Any suspected omissions will be reported to utility along with a request to furnish that data.
- Eligibility may be limited by a supplier's offer. For example, a fixed rate might not be offered to an account if their Price-to-Compare indicates they would not save.

## 5. Opt-Out Process

The Township is using an Opt-Out form of Governmental Aggregation pursuant to section 4928.20 of the Ohio Revised Code. Any such person that opts-out of the aggregation program pursuant to stated procedure will default to the standard service offer provided by the utility until the person chooses an alternative supplier.

When a successful supply offer is found the Township shall order the eligible customer list from the Local Utility as appropriate. The utility shall turn over the list to the Township or its consultant upon request. Once the list is obtained, it will be shared with the selected CRES supplier and they will have 30 days from the Township's receipt of the data to mail the Opt-Out Notices to all eligible Members receiving an offer.

The selected CRES supplier and the Township will agree upon the format of the Opt-Out Notice and will docket a sample with the PUCO at least ten days prior to mailing it to eligible Members.

The selected CRES supplier will be required to pay for printing and mailing of opt-out disclosure notices. The notices will be mailed to the owner or occupant residing at the electric account mailing address shown on the utility's customer list. A Township official will sign the notice and it will contain the Township's name and logo on the outside to clearly indicate to the recipient that it is a notice from the Township.

Prior to mailing Opt-Out Notices, a thorough review will be performed to see that all eligible Members receiving an offer are sent the notice. The review process will include the efforts of numerous parties and utilize a number of resources as specified in section four of this plan.

Following acceptance of an offer by the Township, the CRES supplier will mail Opt-Out Notices to eligible Members receiving an offer. Members will have 21 days from the postmark date on the notice to postmark the return opt-out card if they do not wish to

### Plain Township Exhibit A-3 "Operation and Governance Plan"

participate in the Township's program. If available, Members may also call the CRES supplier's toll-free recorded phone number to opt-out. The selected CRES supplier will not enroll those accounts opting out from the Program.

In the event that an eligible Member is inadvertently not sent an Opt-Out Notice and is omitted from the Program, the CRES supplier shall, upon request, enroll the eligible Member at the group rate for the remaining term.

All members of the Program will also be given an opportunity to opt-out without penalty at least once every three years.

#### Procedure Steps:

1. The selected CRES supplier and the Township will agree upon the format of the Opt-Out Notice and will docket a sample with the PUCO at least ten days prior to mailing it to eligible Members.
2. The selected supplier will distribute an Opt-Out Form to all eligible Members via first class U.S. Mail;
3. Recipients will have 21 days from the postmark on the notice to notify the selected CRES supplier if they do not want to be part of the program;
4. Members will be able to opt out by returning an opt-out card via U.S. Mail to the selected CRES supplier. The supplier may offer additional means of opting out, such as, making a toll-free recorded phone call to the CRES supplier, email notification or fax.
5. Additionally, Members who do not opt-out per step 4 above will receive written notification from the utility stating that they are about to be switched. That notice will inform them that they have 7 days to rescind the contract by contacting the utility; and
6. The selected CRES supplier will not enroll those accounts opting out from the Program.

The Opt-Out Notice will clearly notify the Program Members of the rates to be charged for electricity and other terms of the contract with the selected supplier. The notice will also satisfy the requirements for disclosing the environmental impact of the generation sources used to supply the program.

#### **6. Customer Classes Included**

All eligible Members are included in the Program but the selected CRES supplier's offer will determine which groups receive an offer and Opt-Out Notice. It is envisioned that residential and small commercial customers supplied by the utility within the Township limits are the most likely to receive an offer. If the utility's rates remain lower than what can be obtained from a CRES supplier, those customers will not be provided an offer and will remain supplied by the utility until an acceptable offer can be found. The specific rate schedules will be identified in Section 2 of this Plan of Operation. In addition to having a rate schedule listed in Section 2, the following eligibility requirements apply.

- Customers must be up to date with their bill payment;
- Customers must not have Opted-out of the Program;
- Customers must not be on the Do Not Aggregate list;



## Plain Township Exhibit A-3 "Operation and Governance Plan"

- Customers must not be supplied generation service from another CRES provider;
- Customers must not be on a special contract with the local utility;
- Customers must not be in the Percentage of Income Payment Program (PIPP);
- Commercial Customers must have a Peak Demand of  $\leq 399$  kW; and
- Commercial Customers must not have interval metering.
- Customers must not be classified as mercantile.
- Eligibility may be further limited by a supplier's offer. For example, a fixed rate might not be offered to an account if their Price-to-Compare indicates they would not save.

### **7. Billing Procedures**

The Township will utilize the coordinated billing services of the utility and the selected CRES supplier. Most customers are expected to receive a single bill from the utility that itemizes among other things, the cost of generation provided by the CRES supplier. In some instances, particularly for commercial accounts, the CRES supplier may request that dual billing be used. In this case the supplier would issue a bill for their supply service and the utility would issue a bill for their delivery services.

Members currently on budget billing will continue to be budget billed. The utility's process will remain the same. Members wishing to start budget billing should contact their utility. The process will take place in accordance with the utility's policy and is not unique to the Township's Program. The utility's policies will dictate what portions of a Member's bill are budgeted and how the budget amount is calculated.

Members are required to remit and comply with the payment terms of their utility and/or their supplier if dual billing is used. This Program will not be responsible for late or no payment on the part of any of its members. Furthermore, slow or no payment on the part of some Members will not adversely impact the rates charged to other Members. The selected Supplier shall not charge more than 1 ½ percent per month for overdue balances owed to the selected Supplier.

### **8. Credit/Deposit Requirements**

Collection and credit procedures remain the responsibility of the utility, the selected Supplier and the individual Member. Members are required to remit and comply with the payment terms of their utility. This Program will not be responsible for late or no payment on the part of any of its Members. The Township will have no separate credit or deposit policy.

### **9. Procedures for Handling Customer Complaints and Dispute Resolution**

Members have multiple means of addressing complaints. As a general rule, concerns regarding service reliability should be directed to the utility, questions regarding the Program administration should go to the Township, billing questions should be directed to the utility or the selected supplier and any unresolved disputes should be directed to the Public Utilities Commission of Ohio and/or The Ohio Consumers' Counsel. Listed below is a table of toll-free numbers for members to call for assistance.

Plain Township Exhibit A-3 “Operation and Governance Plan”

<b>Nature of Complaint</b>	<b>Contact</b>	<b>Phone Number</b>
Service interruptions or emergencies	Ohio Power	1-800-672-2231
Service turn on/off	Ohio Power	1-800-672-2231
Billing disputes – Delivery charges	Ohio Power	1-800-672-2231
Billing disputes – Supplier charges	MidAmerican Energy Services	1-800-342-3346
Joining/Leaving Program	MidAmerican Energy Services	1-800-342-3346
Aggregation Program questions	Plain Township Independent Energy Consultants	330-492-4689 1-888-862-6060
Unresolved disputes	Public Utilities Comm. (voice)	1-800-686-7826
Unresolved disputes	Public Utilities Comm. TDD/TTY	1-800-686-1570
General information – residential	Ohio Consumers' Counsel	1-877-742-5622

## **10. Moving Into/Within the Township**

Utility rules require that people moving into a different residence, new construction or otherwise, be assigned a new account number and be served for at least one month by the local utility before they can switch to a new supplier. The above-mentioned are examples of utility rules approved by the PUCO that will impact the operation of Plain Township's aggregation program.

Residents and businesses that move into the Township will not be automatically included in the Township's Program. The Township cannot guarantee the rates, terms and conditions to Members enrolling after the 21-day opt-out period of the initial enrollees. Members wishing to opt-in to the Program may contact the Township or the CRES supplier to obtain enrollment information. There is, however, no guarantee that customers opting-in at a later date will receive the same price, terms and conditions as did the initial participants. The selected CRES supplier's decision whether or not to extend an offer will be based, in part, on the market prices at the time of request.

Members who move within the Township limits and are assigned a new account number by the utility will be treated in the same manner as a new resident. They will not be automatically enrolled, but may contact the CRES supplier concerning re-enrollment. Once again, there is no guarantee that the CRES Supplier will extend an offer, or an offer that is the same as that of the initial enrollees.

## **11. Moving Within the Township and Maintaining the Same Account Number**

The selected CRES Supplier shall continue service at the same rate and under the same terms and conditions for any Member who relocates within the Township prior to the expiration of the contract term, providing that the Member notifies the CRES Supplier of their desire to do so with thirty (30) days written notice. Moving within the Township may cause the Member to be served for a brief period of time by the local utility. The CRES supplier shall have the right to bill the participant for any associated switching fee imposed by the utility. Members may also opt-out without penalty under these circumstances.

## **12. Joining the Aggregation Group after Opting-Out**

Members who have left the aggregation group and wish to rejoin at a later date are treated in the same manner as new residents moving into Plain Township. These customers may contact the Township or the CRES supplier at any time to obtain enrollment information. There is however, no guarantee that customers opting-in at a later date will receive the same price, terms and conditions as did the initial participants.

## **13. Reliability of Power Supply**

The Program will only affect the generation source of power. The respective local utility will continue to deliver power through their transmission and distribution systems. Responsibility for maintaining system reliability continues to rest with the utility companies. If Members have service reliability problems they should contact their utility for repairs. The PUCO has established "Minimum Reliability Standards" for all utilities operating distribution systems in Ohio. Customer outages, duration of outages, interruptions, etc., are monitored to ensure reliability remains at satisfactory levels.

In addition to maintaining the "wires" system, the utilities are required to be the "Providers of Last Resort." This means, should the selected CRES supplier fail for any reason to deliver any or all of the electricity needed to serve the Members needs, the appropriate utility will immediately provide for the shortfall. The utility would then bill the supplier for the power provided on their behalf. The Members would incur no additional cost.

## **14. Supplier Qualification Selection Criteria**

Only Suppliers meeting strict criteria will be considered.

- Suppliers will need to be certified by the Public Utilities Commission of Ohio.
- Registered with the respective utility company to do business in their service territory. Both the certification and registration ensure that Suppliers possess the managerial, technical, and financial competence to perform the services they offer.
- Successfully completed Electronic Data Interchange (EDI) computer system testing with the utility to support Governmental Aggregation Program transactions.
- Agree to hold harmless the Township from any financial obligations arising from the Program.
- The selected CRES supplier will need to agree to notify the Township and negotiate with the Township at least 60 days in advance of attempting to terminate the agreement for any reasons other than (i) the scheduled end date or (ii) Force Majeure.
- The Township shall review the creditworthiness of the selected CRES supplier. Should the Township have concerns about the CRES supplier's current or projected financial stability at the time a contract is entered, the selected supplier may be required to demonstrate its creditworthiness by providing:
  - a Letter of Credit; or
  - a Parental Guaranty from a company that is deemed creditworthy; or
  - a Surety Bond.



Details of the credit type and amount will be subject to negotiation.

## **15. Miscellaneous**

The Township will maintain a copy of this Plan of Operation and Governance on file at its Administrative office. This Plan will be kept available for public inspection. It will, upon request, be copied for any existing or potential Members of the aggregation in accordance with the Township rules for copying public documents.

The Township will not materially alter this Plan of Operation and Governance without first notifying its Members.

The Township or the selected CRES supplier will not issue an opt-out notice before the Township has obtained its certification as a Governmental Aggregator of electricity from the Public Utilities Commission of Ohio.

The success of the Township's Aggregation Program relies in part to the cooperation it receives from the utility companies. In addition to other tasks, the utilities must turn over accurate customer data and perform the customer switching process in a timely manner. The Township will comply with PUCO rules, and will hold the utility companies to their obligations under the same.

The Electric Aggregation Program may be terminated upon the termination or expiration of the supply contract without any extension, renewal or subsequent supply contract being negotiated. Each individual Member receiving electric supply service under the Program will receive notification 45-90 days prior to termination of the Program. In the event of termination, Members in the Township aggregation program would either return to their utility company's supply service or choose a CRES supplier on their own.

If the Township is unable to find a satisfactory offer at the end of an existing supply agreement, they have the option of maintaining their status as a Governmental Aggregator while they continue to seek offers for their Members.



## Welcome to Plain Township's Governmental Aggregation Electricity Program

January 18, 2019

CUSTOMER NAME 15041  
MAILING ADDRESS  
CITY, ST ZIP

**Regarding service at:**  
SERVICE ADDRESS  
CITY, ST ZIP

Dear Plain Township Resident,

In November 2011, voters in our community approved a governmental aggregation referendum allowing the Township government to contract with a certified retail energy supplier to help residential and small commercial customers manage and save on energy costs. After researching competitive pricing options, Plain Township has chosen MidAmerican Energy Services to be the Program's supplier.

**As a member of this aggregation, you will automatically receive a price of 5.22¢ per kilowatt-hour (kWh) for your electric supply from March 2019 – March 2021!**

Once you are enrolled, AEP Ohio may send you a notification confirming MidAmerican as your new electric supplier. Your new rate will begin with your first available meter read date on or after March 2019.

### Opt-Out Information

You are not obligated to participate in Plain Township's electric aggregation program. If you do not want to participate in this program, you have until February 9, 2019 to notify MidAmerican by one of the options below:

1. Mail the opt-out form below in the enclosed posted-paid envelope
2. Call MidAmerican toll-free at 800-342-3346
3. Email MidAmerican at [support@midamericanenergyservices.com](mailto:support@midamericanenergyservices.com)
4. MidAmerican's website: [www.midamericanenergyservices.com](http://www.midamericanenergyservices.com)

**To participate in Plain Township's electric aggregation program, you do not need to take any action.** If you do not opt out, you authorize and agree to being enrolled in the aggregation program and authorize MidAmerican to switch your electric service per the enclosed terms and conditions.

If you have any questions, please call MidAmerican Energy Services toll-free at 800-342-3346, Monday through Friday, 8 a.m. to 6 p.m. Eastern Time or by email at [support@midamericanenergyservices.com](mailto:support@midamericanenergyservices.com).

Sincerely,  
Plain Township Local Officials

### Program Information

<b>Fixed Rate:</b>	5.22¢
<b>Term:</b>	March 2019 – March 2021

### Important facts...

- You do not need to do anything if you wish to participate in the program. Nothing will change except the price you pay for your electric supply.
- There are no enrollment fees or early termination penalties.
- You will continue to receive one bill from AEP Ohio each month.
- There will be no impact on the reliability of your electric service. AEP Ohio will continue to respond to any service outages or emergencies.
- MidAmerican is recognized as an industry leader in customer satisfaction rankings.

If you do choose to opt out of the governmental aggregation program, you will continue to be served under the utility standard service offer until you choose an alternative supplier for your electric service. Customers switching back to AEP Ohio from an alternative supplier, may or may not be served under the same rates, terms and conditions that apply to other customers serviced by the electric utility.

### Service Address

SERVICE ADDRESS  
CITY, ST ZIP

**OPT OUT FORM**  
(Return by February 9, 2019)  
Mailer ID: Plain-15041



**I wish to opt out and do not want to participate in the electric governmental aggregation program.**

Phone Number

Date

Name (Print)

Signature

**Plain Township Governmental Aggregation  
Terms & Conditions of Electric Service  
Fixed Rate Program**

Plain Township, pursuant to the governmental aggregation authority conferred upon it by that certain referendum, which passed by a majority of the vote on November 8, 2011, selected MidAmerican Energy Services, LLC (“MidAmerican”) to supply the aggregation and to administer enrollments as described below. You, the account holder (also referred to as “Customer”) for the utility account (“Account”) applicable to the service address referenced on the Opt Out Notice (the “Account”) accompanying these terms and conditions, and MidAmerican agree to the following terms and conditions. Seller and Buyer (individually referred to as “Party” and collectively as “Parties”) agree to the following Electricity Purchase and Sale Terms and Conditions (“Agreement”), as of February 10, 2019 (the “Effective Date”):

**Enrollment:** Enrollment is automatic for those who are eligible, but participation is voluntary. **IF YOU DO NOT WISH TO PARTICIPATE, YOU MUST OPT-OUT BY RETURNING THE ATTACHED OPT-OUT LETTER NO LATER THAN FEBRUARY 9, 2019 OR BY CALLING OUR TOLL FREE NUMBER 800-342-3346.**

**Switching Notification:** Customer will receive written notification from the Electric Distribution Utility (EDU), AEP Ohio, confirming the switch of your power and energy service to MidAmerican. The EDU may charge Customer a switching fee to switch Customer’s electric service from the EDU to MidAmerican.

**Right to Rescission:** Customer has the right to terminate this Agreement without penalty, within seven (7) calendar days following the postmark date of the switching notification from the EDU. To rescind this Agreement, Customer may contact the EDU orally, electronically, or in writing using the contact information below. If Customer elects to opt-out of the government aggregation program, you will continue to be served by your EDU’s standard service offer established pursuant to the section 4928.141 of the Ohio Revised Code unless you choose an alternate supplier of electricity.

**Price:** MidAmerican will arrange for delivery of 100% of Customer’s electric supply service. Customer agrees to pay MidAmerican’s fixed price per kilowatt hour of 5.22¢. MidAmerican’s price includes all electric generation, transmission (if applicable) and ancillary service charges. The EDU will continue to deliver electricity to Customer. MidAmerican’s price does not include EDU distribution and transmission (if applicable) charges, taxes or other fees for other services provided by and billed by the EDU. The customer will incur additional service and delivery charges from the EDU.

**Term:** This Agreement is effective upon acceptance by MidAmerican. Service will begin with the next available meter reading after processing of the request by the EDU and MidAmerican. Please reference your enrollment confirmation for the estimated start date. Service will end with the Customer’s regularly scheduled meter read date in March 2021.

**Termination of Service:** If either party elects to terminate service after the rescission period, written notification must be provided to the other party at least 30 days prior to the cancellation date. Customer may elect another supplier or MidAmerican will return all accounts to EDU service on the next available meter read date. Customers returning to the EDU may or may not be served under the same rates, terms, and conditions that apply to other customers served by the EDU. No early termination fees apply. If Customer is participating in an affinity program that provides a donation to a defined organization, future payments to this organization will be adjusted to reflect the early termination. Customer will be given an opportunity to opt out of the government aggregation program at least every three years. Customer is responsible for arranging for electric supply service upon termination of this Agreement.

**Moving/Relocation:** If Customer relocates to another service address, either party maintains the right to terminate this Agreement without penalty.

**Eligibility:** This Agreement is applicable to residential and small commercial accounts designated as eligible for governmental aggregation service at the time of enrollment. Customer account(s) enrolled in the Percentage of Income Plan Program (PIPP) and small commercial customers with a peak demand over 200 kW are not eligible for this offer. MidAmerican reserves the right not to initiate service under this Agreement if, at MidAmerican’s sole discretion, Customer is ineligible for this offer.

**Security Deposit:** Customer will not be required by MidAmerican to submit a security deposit under this Agreement.

**Billing and Payment:** Customer will continue to receive a single bill from the EDU each month that will include charges from MidAmerican. Payment will be due in full on the due date listed on the invoice. Late payments will be subject to the EDU billing practices and procedures. MidAmerican may terminate this agreement with at least a fourteen (14) day written notice should the Customer fail to pay a bill or fail to meet any agreed-upon payment arrangements. Failure to timely pay all applicable EDU charges to the EDU may result in disconnection of service. Customer may request from MidAmerican, twice within a twelve month period, up to twenty-four (24) months of customer’s payment history without charge. MidAmerican does not offer a budget billing option for generation services.

**Non-Recurring Charges:** Customer also agrees to pay for potential non-recurring charges, if applicable. Examples of non-recurring charges include the following: late payment fee of 1.5% of the total invoice amount will be applied if payment is not received by the due date. A \$25 service fee is applied for returned checks or non-sufficient funds. Any non-recurring charge by the EDU will also be passed through directly on the monthly invoice. Non-recurring EDU charges may include move-in, disconnect/reconnect or special meter read request fees.

## Plain Township Exhibit A-4 Automatic Aggregation Disclosure – “Opt-out Form”

**Change in Law or Regulation:** In the event that any new, or any change in any existing, statute, rule, regulation, order or other law, or procedure, tariff, rate class or other process or charge, promulgated by any governmental authority or EDU, Independent System Operator, RTO or other regulated service provider, alters to the detriment of MidAmerican its costs to perform or its economic returns under this Agreement (a “Change in Law or Regulation”), then MidAmerican shall provide written notice requesting Customer’s affirmative consent and agreement, describing the Change in Law or Regulation, the resulting price revisions, and the future date upon which such revised pricing is requested to be effective (a “Price Revision Request”). Customer then shall be able to affirmatively consent and agree to such Price Revision Request, and if such Customer agrees, such Customer shall pay the revised price described in such Price Revision Request, and all other terms and conditions of this Agreement not modified by such Price Revision Request will remain in full force and effect. If, however, Customer does not affirmatively consent and agree to the Price Revision Request within thirty (30) calendar days, the retail electric service agreement with respect to Customer shall automatically terminate without penalty or further obligation (but Customer shall remain responsible to pay MidAmerican for any electricity supply used before Customer’s retail electric service agreement is terminated, as well as any late fees). Such termination will be effective on the next available drop date as established by the EDU.

**Customer Information:** MidAmerican is prohibited from disclosing Customer’s social security number and/or account number(s) without the customer’s consent except for MidAmerican’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 Competitive Retail Electric Service (CRES) provider.

**Independent Seller:** MidAmerican is an independent seller of power and energy service and is certified by the Public Utilities Commission of Ohio. MidAmerican is not representing or acting on behalf of the electric EDU or consumer groups.

**Outages, Service Calls, Emergencies:** The EDU remains responsible for the delivery of power and energy to your home or business and will continue to respond to any service calls or emergencies. Switching to a retail supplier will not impact the reliability of your electric service in any way.

**Unexpected Catastrophe:** If a party is unable to perform under this Agreement because of circumstances not reasonably within its control, including suspension, curtailment or service disruption, acts of God, breakage of generation or transmission and delivery facilities or weather disasters, it will provide notice to the other party, and the parties’ performance is excused for the catastrophe’s duration.

**Limitation of Liability:** The EDU continues to provide delivery services under this Agreement; therefore, MidAmerican will not be liable for any injury, loss, claim, expense, liability or damage resulting from failure by the EDU or transmission provider. MidAmerican is also not liable for any injury, loss or damage resulting from interruption, insufficiency or irregularities of service. In no event will either party be liable to the other party or to any third-party, for any special, incidental, indirect, consequential, punitive or exemplary damages or for any damages of a similar nature arising out of or in connection with this Agreement.

**Environmental Disclosure:** MidAmerican’s electricity supply may be purchased from any number of sources. MidAmerican is not purporting to sell power from a specific source, e.g. renewable fuels. Data concerning the generation resource mix and environmental characteristics of MidAmerican’s electricity products is included with Customer’s contract documents and will be made available periodically with our invoices and is available upon request.

**Contract Information/Dispute Resolution:** All inquiries, questions, complaints or disputes about the supply portion of your energy bill may be directed to MidAmerican Energy Services, LLC, P.O. Box 4290, Davenport, IA, 52808 or by phone at (800) 342-3346 between the hours of 8:00 a.m. and 6:00 p.m. (Eastern Time), Monday-Friday. MidAmerican’s website is [www.midamericanenergyservices.com](http://www.midamericanenergyservices.com). 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>. 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>.

### EDU Contact Information:

EDU	Contact Information	EDU	Contact Information
AEP Ohio	1-800-672-2231	Toledo Edison	1-800-447-3333
Duke Energy	1-800-544-6900	Illuminating Company	1-800-589-3101
Ohio Edison	1-800-633-4766	Dayton Power & Light	1-877-468-8243

**Miscellaneous:** This agreement replaces in its entirety any prior agreement currently in effect between Customer and MidAmerican, relating to Customer’s properties identified on the Enrollment & Authorization Form, effective with Customer’s beginning meter read. Both parties agree that the laws of the State of Ohio shall govern this Agreement. Customer cannot assign this Agreement. If there is a change in law, regulation or applicable tariffs or regulatory interpretation thereof that affects MidAmerican’s provision of service to Customer, either party has the right to terminate this Agreement with 30 days written notice. This Agreement is a forward contract under applicable bankruptcy laws. **To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this Agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.**



<b>MidAmerican Energy Services, LLC</b>		<b>Ohio Environmental Disclosure Information</b> <b>MidAmerican Energy Services, LLC</b> <b>Projected Data for the 2018 Calendar Year</b> <b>Actual Data for the Period 1/1/2018 to 9/30/2018</b>																					
<b>Generation Resource Mix -</b> A comparison between the sources of generation projected to be used to generate this product and the actual resources used during this period.	<div style="display: flex; justify-content: space-around;"> <div> <p><b>Projected</b></p> </div> <div> <p><b>Actual</b></p> </div> </div>																						
<b>Environmental Characteristics -</b> A description of the characteristics associated with each possible generation resource.	<table border="1"> <tbody> <tr> <td>Biomass Power</td> <td>Air Emissions and Solid Waste</td> </tr> <tr> <td>Coal Power</td> <td>Air Emissions and Solid Waste</td> </tr> <tr> <td>Hydro Power</td> <td>Wildlife Impacts</td> </tr> <tr> <td>Natural Gas Power</td> <td>Air Emissions and Solid Waste</td> </tr> <tr> <td>Nuclear Power</td> <td>Radioactive Waste</td> </tr> <tr> <td>Oil Power</td> <td>Air Emissions and Solid Waste</td> </tr> <tr> <td>Other Sources</td> <td>Unknown Impacts</td> </tr> <tr> <td>Solar Power</td> <td>No Significant Impacts</td> </tr> <tr> <td>Unknown Purchased Resources</td> <td>Unknown Impacts</td> </tr> <tr> <td>Wind Power</td> <td>Wildlife Impacts</td> </tr> </tbody> </table>			Biomass Power	Air Emissions and Solid Waste	Coal Power	Air Emissions and Solid Waste	Hydro Power	Wildlife Impacts	Natural Gas Power	Air Emissions and Solid Waste	Nuclear Power	Radioactive Waste	Oil Power	Air Emissions and Solid Waste	Other Sources	Unknown Impacts	Solar Power	No Significant Impacts	Unknown Purchased Resources	Unknown Impacts	Wind Power	Wildlife Impacts
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With in-depth analysis, the environmental characteristics of any form of electric generation will reveal benefits as well as costs. For further information, contact MidAmerican Energy Services, LLC at [www.midamericanenergyservices.com](http://www.midamericanenergyservices.com) or by phone at 1-800-432-8574.

11/13/2018

# Plain Township

## Fixed-Rate Program

### Frequently Asked Questions

Question	Answer
What is a governmental aggregation?	Governmental aggregation provides local officials the option of shopping for a qualified retail electric supplier on behalf of residential and small commercial customers. Voters in the community must pass a referendum giving the local officials the authority to run an "opt out" governmental aggregation.
I'm already a member of the program/governmental aggregation, why did I receive this letter?	Members of your community's governmental aggregation program are given the opportunity to opt out every three years at no charge. Your current agreement will expire with your March 2019 meter read date and you may elect to opt out now or continue on the program with MidAmerican Energy Services as your supplier at a lower rate of 5.22¢/kWh through March 2021.
What is an "opt-out" aggregation?	An "opt-out" aggregation automatically includes all eligible residential and small commercial customers. Participation is voluntary and you may opt out of the program by returning the enclosed form or contacting MidAmerican's customer service department.
How do I participate in the governmental aggregation?	Your home or small business will be automatically included in the governmental aggregation; no action is required on your behalf to participate.
Is the price fixed for the term of the agreement?	Yes, MidAmerican's fixed-rate offer locks the price of supply through the term of the agreement. Distribution charges and taxes will continue to be billed by AEP Ohio.
Will I receive just one bill?	Yes, you will receive one bill from AEP Ohio each month with MidAmerican's charges included. Approximately 30 days after the switch date, MidAmerican's fixed-rate price will apply to your electric supply services.
Is budget or summary billing available?	Your budget or summary billing elections with AEP Ohio will continue to remain in place. MidAmerican does not offer a budget billing option for generation services.
What is the term of the agreement?	The term of the contract will begin upon successful enrollment with AEP Ohio on or after your March 2019 meter read date. The fixed price will remain in effect until your March 2021 meter read date unless terminated by you or MidAmerican per the terms of the agreement.
Are there any early termination fees?	You may cancel at any time without penalty. Contact MidAmerican customer service department at 800-342-3346, Monday-Friday, 8 a.m. - 6 p.m. Eastern Time or by email at <a href="mailto:support@midamericanenergyservices.com">support@midamericanenergyservices.com</a> .
Who do I call if there is an outage or emergency?	AEP Ohio remains responsible for the delivery of power and energy to your home or business and will continue to respond to any service calls or emergencies. Switching to a retail supplier will not impact the reliability of your electric service in any way.
How does deregulation work?	Deregulation allows you to choose your electric supplier from a list of certified companies. Your supplier will provide the actual energy and AEP Ohio continues to deliver the energy to your home, read your meter and respond to emergencies or service outages.
Who is MidAmerican Energy Services?	MidAmerican is a certified retail electric supplier in Ohio. MidAmerican provides retail electric service to over 60,000 customers in deregulated markets across the country and is consistently recognized as an industry leader in service and customer satisfaction.
How long has MidAmerican served customers?	MidAmerican has served customers in deregulated energy markets since 1999 (previously as MidAmerican Energy Company).
Contact Information:	Customer Service: 800-342-3346 M-F 8 a.m. - 6 p.m. (Eastern Time) Website: <a href="http://www.midamericanenergyservices.com">www.midamericanenergyservices.com</a> Email: <a href="mailto:support@midamericanenergyservices.com">support@midamericanenergyservices.com</a> Fax: (866) 890-0370

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

**Commission of Ohio Docketing Information System on**

**11/26/2019 1:32:35 PM**

**in**

**Case No(s). 11-5962-EL-GAG**

Summary: Application for renewal certification as a governmental aggregator of electricity.  
electronically filed by Andrew M Burns on behalf of Plain Township