

June 25, 2020

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

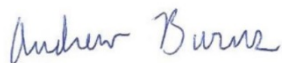
**RE: Electric Governmental Aggregator Certification Renewal Application for Perry Township (Case 10-0901-EL-GAG)**

Attached please find the application for certification renewal as a Governmental Aggregator of Electricity for Perry Township. Please file in case 10-0901-EL-GAG.

Independent Energy Consultants, Inc. is providing aggregation consulting services to Perry 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  
Government Aggregation Manager

Attachments



## Public Utilities Commission

Original GAG Case Number	Version
10 - 901 -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 Perry Township  
Address 3111 Hilton St NW, Massillon OH 44646  
PUCO Certificate # and Date Certified 10-237E(5) Certified July 26, 2018  
Telephone # (330) 833-2141 Web site address (if any) perrytwp.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 OH 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 OH 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 OH 44202  
Toll-free Telephone # (888) 862-6060 Fax # (800) 574-4508  
E-mail address info@naturalgas-electric.com

Cynthia Daybold  
Signature of Applicant & Title

Sworn and subscribed before me this 25<sup>th</sup> day of JUNE, 2020 Year  
Month

Craig Chisholm  
Signature of official administering oath

\_\_\_\_\_  
Print Name and Title

My commission expires on Atty - No expiration



Notary Public - Ohio

My Commission DOES NOT EXPIRE

Craig Chisholm - Attorney at Law

# **AFFIDAVIT**

State of Ohio :

Perry Township ss.  
(Town)

County of Stark :

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

He/She is the Assistant Fiscal Officer (Office of Affiant) of Perry 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.

Cynthia Skypold  
Signature of Affiant & Title

Sworn and subscribed before me this 25<sup>th</sup> day of JUNE, 2020  
Month Year

Craig Cheshley  
Signature of official administering oath

Craig Cheshley Attorney at Law  
Print Name and Title



Notary Public - Ohio  
My Commission DOES NOT EXPIRE



**A Resolution acknowledging the authorization establishment of a government aggregation program with opt-out provisions pursuant to Section 4928 of the Ohio Revised Code (the "Aggregation Program") for the residents, businesses and other electric consumers in the Township of Perry.**

The Board of Trustees of Perry Township, Stark County, Ohio met in regular session on the 15<sup>th</sup> day of June, 2010, with the following members present:

Anna Capaldi

Lee Laubacher

Craig Chessler

Mr. Chessler moved the adoption of the following resolution

WHEREAS, on May 4, 2010, Perry residents voted in favor of the Township having the authority to aggregate the retail electric loads located in the Township and to enter into service agreements to facilitate for those loads the sale and purchase of electric pursuant to Sections 4928 of the Ohio Revised Code; and

WHEREAS, after the passage of the ballot, the Board of Trustees held two public hearings as required by Revised Code 4928.20(c) to explain customer rights in an "opt-out" aggregation and to adopt a Plan of Operations and Governance for its electric governmental aggregation program.

NOW, THEREFORE, be it ordained by the Board of Trustees of the Township of Perry, County of Stark, State of Ohio:

Section 1: That the Trustees of the Township of Perry acknowledge the affirmative vote of the electorate on May 4, 2010, thereby granting authority to the Township of Perry to establish an electric aggregation program.

Section 2: That this Board hereby adopts the Township of Perry's Plan of Operation and Governance, (attached hereto and incorporated herein by reference as Exhibit A) for the implementation and administration of the Township's electric aggregation program in accordance with Revised Code 4928.20(c).

Section 3: That it is found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including section 121.22 of the Ohio Revised Code.

Section 4: That this Resolution shall be in full force and effect from and after the earliest period allowed by law.

Ms. Capaldi seconded the motion and

Upon a roll call the vote resulted as follows:

Ms. Capaldi YES

Mr. Laubacher YES

Mr. Chessler YES


ADOPTED: June 15, 2010.

CERTIFICATE OF CLERK

STATE OF OHIO           )  
                                  )    SS:  
COUNTY OF STARK       )

I, Joe Schlegel, Fiscal Officer and Clerk of the Board of Trustees of Perry Township, Stark County, Ohio, in whose custody and control the files and records of said Board are required by the laws of the State of Ohio to be kept, do hereby certify that the foregoing is taken and copied from the original Resolution now on file, and that the foregoing has been compared by me with said original Resolution, and that the same is a true and correct copy thereof.

WITNESS my signature this 15<sup>th</sup> day of June, 2010.

  
\_\_\_\_\_  
Joe Schlegel, Fiscal Officer and  
Clerk of the Board of Trustees of  
Perry Township, Stark County, Ohio

# PERRY TOWNSHIP ELECTRIC AGGREGATION PROGRAM

## Plan of Operation and Governance

For additional information contact:  
Andrew Burns, Govt. Agg Manager  
Independent Energy Consultants, Inc.  
Ph: (330) 995-2675





## Table of Contents

1. Purpose of Electric Aggregation Program & Services.....	9
2. Determination of Rates and Other Charges.....	10
3. Process for Providing Opt-Out Disclosure Notices .....	11
4. Determination of Eligible Customer Pool .....	11
5. Opt-Out Process .....	12
6. Customer Classes Included .....	13
7. Billing Procedures .....	14
8. Credit/Deposit Requirements.....	14
9. Procedures for Handling Customer Complaints and Dispute Resolution .....	15
10. Moving Into/Within the Township .....	15
11. Moving Within the Township and Maintaining the Same Account Number .....	16
12. Joining the Aggregation Group after Opting-Out.....	16
13. Reliability of Power Supply .....	16
14. Supplier Qualification Selection Criteria.....	16
15. Miscellaneous .....	17

## **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 Perry ("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 5/4/2010 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 29,100 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 respective local utility, Ohio Edison or 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 Ohio Edison 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 Edison or 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 Edison's or 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 Edison Rate Schedule</b>	<b>CRES Supplier Offer</b>
RS – Residential Service	\$0.0494/kWh through September 2022
GS – General Service	\$0.0494/kWh through September 2022
Other	
<b>Ohio Power Rate Schedule</b>	<b>CRES Supplier Offer</b>
RS – Residential Service	\$0.0497/kWh through May 2021
GS – General Service	\$0.0497/kWh through May 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.

Ohio Edison and Ohio Power 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 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 Ohio Edison or Ohio Power. 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:

- Ohio Edison or Ohio Power 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 Ohio Edison or Ohio Power 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 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 Ohio Edison within the Township limits are the most likely to receive an offer. If Ohio Power'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;
- Customers must not be supplied generation service from another CRES provider;
- Customers must not be on a special contract with Ohio Edison or Ohio Power;
- 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.

Nature of Complaint	Contact	Phone Number
Service interruptions or emergencies	Ohio Edison Ohio Power	1-888-544-4877 1-800-277-2177
Service turn on/off	Ohio Edison Ohio Power	1-800-633-4766 1-800-277-2177
Billing disputes – Delivery charges	Ohio Edison Ohio Power	1-800-633-4766 1-800-277-2177
Billing disputes – Supplier charges	Dynegy (OE Customers) MidAmerican Energy (OP Customers)	1-888-682-2170 1-800-342-3346
Joining/Leaving Program	Dynegy (OE Customers) MidAmerican Energy (OP Customers)	1-888-682-2170 1-800-342-3346
Aggregation Program questions	Township of Perry Independent Energy Consultants	330-833-2141 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 Perry’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 Perry. 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

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

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 Perry Township's Governmental Aggregation Electricity Program

March 18, 2020

CUSTOMER NAME  
MAILING ADDRESS  
CITY, ST ZIP

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

Dear Perry 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, Perry 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 4.97¢ per kilowatt-hour (kWh) for your electric supply from May 2020 – May 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 May 2020.

### Opt-Out Information

You are not obligated to participate in Perry Township's electric aggregation program. If you do not want to participate in this program, you have until April 8, 2020 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 Perry 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,  
Perry Township Local Officials

### Program Information

<b>Fixed Rate:</b>	4.97¢
<b>Term:</b>	May 2020 – May 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 April 8, 2020)  
Code: Perry-SEQ#



**MidAmerican**  
ENERGY SERVICES, LLC  
A Berkshire Hathaway Energy Company

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

Phone Number

Date

Name (Print)

Signature

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

Perry 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 April 9, 2020 (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 APRIL 8, 2020 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 4.97¢. 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 May 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 100 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.

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

**Non-Recurring Charges:** Customer also agrees to pay for potential non-recurring charges, if applicable. Non-recurring EDU charges may include move-in, disconnect/reconnect or special meter read request fees.

**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	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 2019 Calendar Year</b> <b>Actual Data for the Period 1/1/2019 to 9/30/2019</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 style="text-align: center;"> <b>Projected</b>  </div> <div style="text-align: center;"> <b>Actual</b>  </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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<b>Air Emissions -</b> Product-specific projected and actual air emissions for this period compared to the regional average air emissions.	<div style="text-align: center;"> </div>																						
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<p>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 <a href="http://www.midamericanenergyservices.com">www.midamericanenergyservices.com</a> or by phone at 1-800-432-8574.</p>																							

11/22/2019



# Perry 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.
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 May 2020 meter read date. The fixed price will remain in effect until your May 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 90,000 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



**Perry Township Electric Aggregation Program**

<<Address Block>>

<<post mark date>>

Dear Perry Township Residents and Businesses,

We are writing to tell you about the new supplier and rates for Perry Township’s aggregation program. In May 2010, Perry voters authorized the Township Trustees to form a governmental aggregation program to negotiate a favorable price and terms for electricity supply for Township residences and businesses. Perry Township Trustees are pleased to announce that Dynegy has been selected as the Supplier for its program.

**Here’s What to Expect:**

- You receive a **Fixed Electricity Price** of **4.94¢/kWh** through your September 2022 meter reading.
- You receive **one energy bill**, including the Dynegy charge, from Ohio Edison, your local utility.
- After your enrollment is finalized, Ohio Edison will send you a confirmation letter.
- You can leave the aggregation program without penalty at any time.

**You’re Automatically Enrolled**

There is no cost to enroll. Enrollment is automatic for those who are eligible, but participation is voluntary. You may opt-out of this program by **August 15, 2019** or leave the program at any time for any reason by providing notice to Dynegy. Please see the enclosed terms and conditions for full details of the program.

**How to Opt-Out**

If you do not wish to participate, please complete and return the reply card below or call Dynegy, the electric supplier, at 888-682-2170 by **August 15, 2019**. If you choose to opt out, you will be served by Ohio Edison under its standard service offer or until you choose an alternative electric supplier. If you switch back to your local utility, you may not be served under the same rates, terms, and conditions.

For questions, contact Dynegy at [DynegyCustomerService@dynegy.com](mailto:DynegyCustomerService@dynegy.com) call 888-682-2170 or visit <https://www.dynegy.com/municipal-aggregation/communities-we-serve/Ohio/Perrytownship> .

We look forward to providing this program.

Sincerely,  
Perry Township and Dynegy

**Community: Perry Township**

☐ I do not want to participate in the Perry Township Electric Aggregation Program.  
By checking this box, I understand that my account will **not** be included in the program.

**This opt out must be post marked by August 15, 2019 and mailed to:**

Dynegy, PO Box 650764 Dallas, TX 75265-0764

**Customer Name**\_\_\_\_\_

**Customer Number** <<Customer Number>>

**Service Address** <<service address>>

**Signature** \_\_\_\_\_ **Date**\_\_\_\_\_

**Dynegy Energy Services (East), LLC**  
**Residential and Small Commercial Electric Supply Agreement Terms and Conditions**

**1. Purchase of Electricity** – Dynegy Energy Services (East), LLC (DES) 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 4.94¢ per kWh through your September 2022 meter read date (Initial Term). Electricity service under this Agreement will begin with the next available meter read date after DES 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 Price includes broker fees, but does not include any applicable taxes, fees or charges related to distribution service from the Customer's electric utility. If DES wishes to lower the Price due to a change in market conditions, DES 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 DES 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 DES 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 DES under this Agreement. Though DES 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 DES, 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 DES 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 DES 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 DES to terminate this Agreement. There is no fee for early termination during any renewal term. Customer may terminate this Agreement without penalty if Customer moves outside of DES's service area or into an area where DES charges a different price for electricity.

**7. DES Termination of the Agreement** – DES 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. DES 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 DES 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 DES will be the next available meter read date after expiration of any required notice period and processing by the electric utility and DES 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 DES's website (DynegyOhio.com) regarding the approximate generation resource mix and environmental characteristics of electricity supply.

**9. Assignment** – DES may assign, subcontract or delegate all or any part of DES'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 DES.

**10. Customer Information** – Customer authorizes DES to obtain any information from Customer's electric utility necessary for DES 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. DES is prohibited from disclosing Customer's social security number and/or account number(s) without Customer's consent except for DES'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 DES at the telephone number, e-mail address or mailing address listed below. If your complaint is not

**Dynegy Energy Services (East), LLC**  
**Residential and Small Commercial Electric Supply Agreement Terms and Conditions**

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 DES nor any of its employees, affiliates, agents, or subcontractors (collectively, DES 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 DES 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 DES Parties' liability will be limited to direct actual damages only. In no event will the DES 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 DES. 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 includes Ohio. 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). DES has no control over Regulatory Events. If any Regulatory Event makes this Agreement uneconomic or unprofitable for DES, Customer agrees that DES may propose new contract terms to Customer, including, without limitation, an increased price for the electricity delivered by DES under this Agreement. If DES proposes new contract terms in accordance with this clause, DES will provide written notice to the Customer that identifies (1) the Regulatory Event(s) at issue, (2) the new contract terms proposed by DES, 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, DES may in its sole discretion elect to terminate this Agreement 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 DES, after which Customer will return to Customer's electric utility or another CRES provider of Customer's choosing for electricity; alternatively, DES may, in its sole discretion, elect to continue supplying electricity to Customer under the original terms of this Agreement.

### **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 DES toll free at 888-682-2170. 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 DES by email at [DynegyCustomerService@dynegy.com](mailto:DynegyCustomerService@dynegy.com), or by US Mail at DYNEGY, LLC, Attn: Customer Care, PO Box 650764 Dallas, TX 75265-0764. Customer may also visit Dynegy's website at <https://www.dynegy.com/electric-supplier>.

## ABOUT THE PROGRAM

### ***What is an Electric Aggregation Program?***

Aggregation is an opportunity for cities, townships and counties to negotiate competitive electricity supply rates and provide budget stability for their residents and small businesses.

First, residents must vote to give their community officials the ability to negotiate electricity rates for their community. Once a referendum is passed, communities are able to aggregate and elected officials can work with alternative energy suppliers to negotiate competitive electricity rates.

### ***How was Dynergy chosen as the supplier?***

Your community implemented a formal process where proposals from multiple suppliers were submitted for consideration. Dynergy was selected to be your preferred electricity supplier.

## ELIGIBILITY AND ENROLLMENT

### ***Who is eligible to participate?***

Residential and small business customers located in your community may participate. Customers enrolled with an alternative retail supplier will not be included in the initial program; however, they can call to be enrolled. Customers enrolled in PIPP (Percentage of Income Plan) are not eligible for the program.

### ***How do I enroll?***

It's simple. It's automatic. Unless you "opt-out" of the program, all eligible customer accounts within your community boundaries will be enrolled in the program as long as you are not participating in one of the programs mentioned above. You will receive a "switch" letter from your local utility company, confirming your enrollment.

### ***Do I have to participate in the aggregation program?***

All eligible local utility company customers within your community will receive an opt-out notification letter via U.S. mail. You may "opt-out" by returning the Opt-Out card or calling Dynergy by the deadline date identified in your notification. If you choose to opt-out, your account remains with your local utility company at their current utility rate.

### ***If I don't want to be a part of the program, why do I have to opt-out?***

The voters authorized the community to develop an aggregation program where each resident and small business is automatically enrolled. Therefore, if you prefer not to participate, you must opt out of the program.

***What if I decide to opt-out after the opt-out deadlines have passed?*** You may opt out at any time by notifying us via telephone, email, or mail.

## RATE AND TERM INFORMATION

### ***What are the Rates & Terms for this Aggregation Program?***

Your competitive rate and terms are explained in your Terms and Conditions. Customers who are enrolled in the program should see the changes on their monthly electricity bill 45 to 60 days after enrollment.

### ***What if my local utility company's rate decreases?***

If at any time during the term of this agreement your local utility company's rates fall lower than the Dynergy price, you will have the option to return to the utility, your local electric company, without penalty.

### ***What happens at the end of the Agreement term?***

At the end of the Agreement term, as defined in the Terms and Conditions, you have the option of staying with a new aggregation program, returning to your local utility company, or signing with a new supplier independent of the Aggregation program.

## BILLING AND SERVICE

### ***Who will bill me for electricity? Will I get two bills?***

You will continue to receive one monthly bill from your local utility company. The bill will include the charges for electricity supplied by Dynergy, as well as the delivery service charges from your local electric company.

### ***Can I still have my payment automatically deducted from my checking account?***

Yes, how you pay your bill will not change.

### ***I am currently under the budget billing option with First Energy. Can I continue this service?***

Yes, the utility will continue to manage your budget billing and determine your monthly payments. If you have any questions about budget billing, please contact your utility.

### ***Who do I call to report a power outage or problems with my electric service?***

You will continue to call your local utility company for power outages, problems with your service or questions regarding your monthly bill.

### ***Who do I call if I have questions regarding the Aggregation Program?***

Dynergy at 888-682-2170 or  
DynergyCustomerService@Dynergy.com

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

**Commission of Ohio Docketing Information System on**

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**Case No(s). 10-0901-EL-GAG**

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