



1216 Lexington Ave., Suite 301
Mansfield, OH. 44907
www.trebelllc.com

July 1, 2020

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

RE: Electric Governmental Aggregator Renewal Application — Village of Bellville, Richland County, OH.

CASE # 16-1632-EL-GAG

The Village of Bellville is pleased to submit its renewal application for electric governmental aggregator. The original application has been notarized and signed by an authorized official.

Material provided for review:

- Application for Governmental Aggregations and Affidavit
- Exhibit A-2 Authorizing Ordinance reflecting voter authorization;
- Exhibit A-3 Plan of Operation and Governance;
- Exhibit A-4 Automatic Aggregation Disclosure;

Should you have any questions or additional needs, please call me at (614) 425.4885.

Sincerely,

Scott R. Belcastro
Principal
614.425.4885
scott@electricssuppliers.org



Public Utilities Commission

Original GAG Case Number	Version
16- 1632-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 Village of Bellville, Richland County, OH

Address 142 Park Place, Bellville, OH 44813

PUCO Certificate # and Date Certified 16-115E (2) August 25, 2018

Telephone # 419-886-2245 Web site address (if any) www.villageofbellville.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**

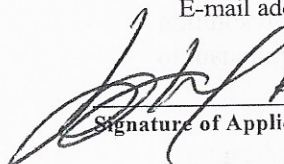
Name Scott Belcastro
Title Principal
Business address 1216 Lexington Ave., Suite 301, Mansfield, OH 44907
Telephone # 614.425.4885 Fax # 614.417.0410
E-mail address scott@electricsuppliers.org

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

Name Scott Belcastro
Title Principal
Business address 1216 Lexington Ave., Suite 301, Mansfield, OH 44907
Telephone # 614.425.4885 Fax # 614.417.0410
E-mail address scott@electricsuppliers.org


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

Customer Service address 1216 Lexington Ave., Suite 301, Mansfield, OH 44907
Toll-free Telephone # 877.861.2772 Fax # 614.417.0410
E-mail address scott@electricsuppliers.org

 Administration
Signature of Applicant & Title

Sworn and subscribed before me this 10th day of June, 2006 Year
Month




Signature of official administering oath
NOTARY PUBLIC,
STATE OF OHIO
My Commission
Expires
2/9/2011

Mary Williams, A.P. Branch Mgr.
Print Name and Title

My commission expires on 2/9/2011

AFFIDAVIT

State of OHIO :

Bellville ss.
(Town)

County of Richland:

Larry D. Weirich

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

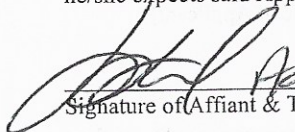
He/She is the Administrator (Office of Affiant) of Village of Bellville (Name of Applicant);

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

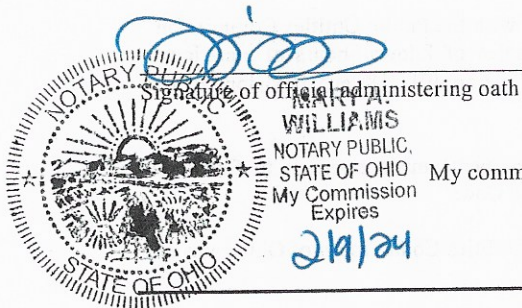
1. The Applicant herein, attests under penalty of false statement that all statements made in the application for certification renewal are true and complete and that it will amend its application while the application is pending if any substantial changes occur regarding the information provided in the application.
2. The Applicant herein, attests it will timely file an annual report with the Public Utilities Commission of Ohio of its intrastate gross receipts, gross earnings, and sales of kilowatt-hours of electricity pursuant to Division (A) of Section 4905.10, Division (A) of Section 4911.18, and Division (F) of Section 4928.06 of the Revised Code.
3. The Applicant herein, attests that it will timely pay any assessments made pursuant to Sections 4905.10, 4911.18, or Division F of Section 4928.06 of the Revised Code.
4. The Applicant herein, attests that it will comply with all Public Utilities Commission of Ohio rules or orders as adopted pursuant to Chapter 4928 of the Revised Code.
5. The Applicant herein, attests that it will cooperate fully with the Public Utilities Commission of Ohio, and its Staff on any utility matter including the investigation of any consumer complaint regarding any service offered or provided by the Applicant.
6. The Applicant herein, attests that it will fully comply with Section 4928.09 of the Revised Code regarding consent to the jurisdiction of Ohio Courts and the service of process.
7. The Applicant herein, attests that it will comply with all state and/or federal rules and regulations concerning consumer protection, the environment, and advertising/promotions.
8. The Applicant herein, attests that it will use its best efforts to verify that any entity with whom it has a contractual relationship to purchase power is in compliance with all applicable licensing requirements of the Federal Energy Regulatory Commission and the Public Utilities Commission of Ohio.
9. The Applicant herein, attests that it will cooperate fully with the Public Utilities Commission of Ohio, the electric distribution companies, the regional transmission entities, and other electric suppliers in the event of an emergency condition that may jeopardize the safety and reliability of the electric service in accordance with the emergency plans and other procedures as may be determined appropriate by the Commission.
10. If applicable to the service(s) the Applicant will provide, the Applicant herein, attests that it will adhere to the reliability standards of (1) the North American Electric Reliability Council (NERC), (2) the appropriate regional reliability council(s), and (3) the Public Utilities Commission of Ohio. (Only applicable if pertains to the services the Applicant is offering)

11. The Applicant herein, attests that it will inform the Commission of any material change to the information supplied in the renewal application within 30 days of such material change, including any change in contact person for regulatory purposes or contact person for Staff use in investigating customer complaints.
12. The Applicant herein, attests that if the opt-out is in draft form, the Applicant will docket the final opt-out (including beginning and ending dates of the 21-day -out period and the selected CRES supplier) with the Commission within 10 days prior to providing or offering service.

That the facts above set forth are true and correct to the best of his/her knowledge, information, and belief and that he/she expects said Applicant to be able to prove the same at any hearing hereof.


Signature of Affiant & Title

Sworn and subscribed before me this 10th day of June, 2020
Month Year

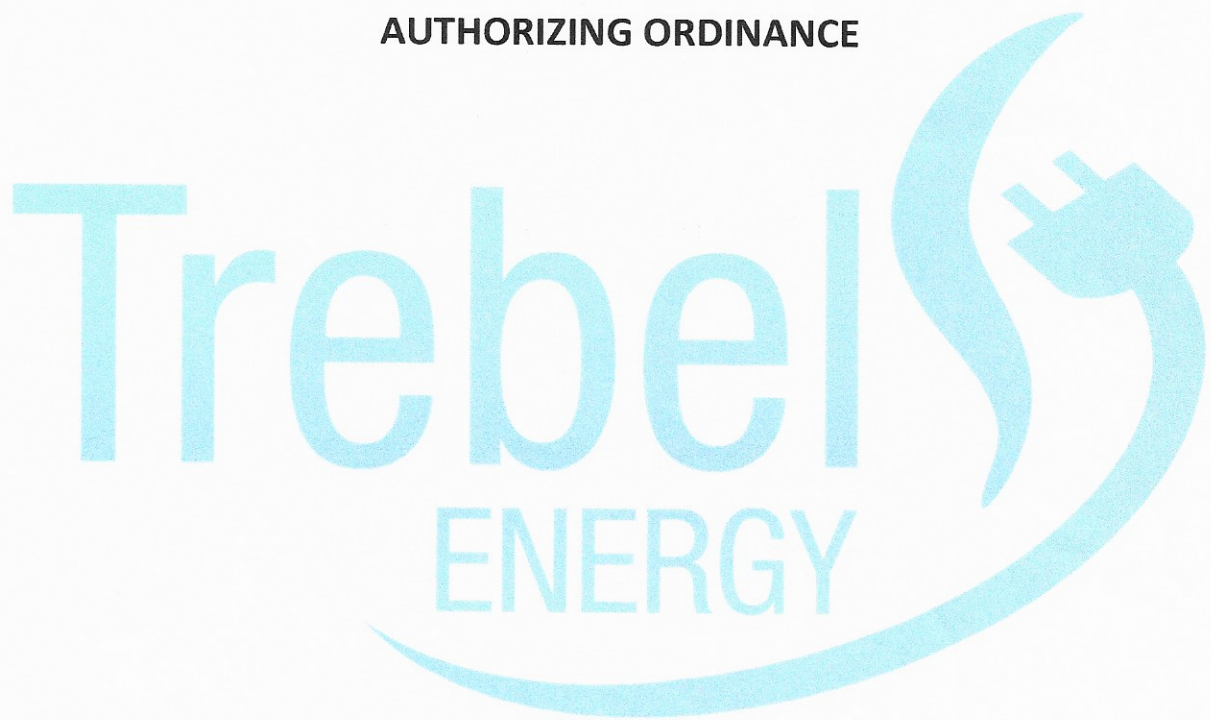


Mary A. Williams AVP. Branch Mgr.
Print Name and Title

My commission expires on 2/19/2024

EXHIBIT A-2

AUTHORIZING ORDINANCE



RECORD OF ORDINANCES

BARRETT BROTHERS, PUBLISHERS

Form 6220S

Ordinance No. 3-2015

Passed January 6, 2015

AN ORDINANCE AUTHORIZING ALL ACTIONS NECESSARY TO EFFECT A GOVERNMENTAL ELECTRICITY AGGREGATION PROGRAM WITH OPT-OUT PROVISIONS PURSUANT TO SECTION 4928.20 OF THE OHIO REVISED CODE, DIRECTING THE RICHLAND COUNTY BOARD OF ELECTIONS TO SUBMIT A BALLOT QUESTION TO THE ELECTORS OF BELLVILLE.

WHEREAS, the Ohio Legislature has enacted electric deregulation legislation ("Am. Sub. S.B. 3") which authorizes the legislative authorities of municipal corporations, townships, and counties to aggregate the retail electrical loads located in the respective jurisdictions and to enter into service agreements to facilitate for those loads the purpose and sale of electricity; and

WHEREAS, such legislative authorities may exercise such authority jointly with any other legislative authorities;

WHEREAS, governmental aggregation provides an opportunity for residential and small business customers collectively to participate in the potential benefits of electricity deregulation through lower electric rates which they would not otherwise be able to have individually;

WHEREAS, this Council seeks to establish a governmental aggregation program with opt-out provisions pursuant to Section 4928.20 of the Ohio Revised Code (the "Aggregation Program") for the residents, businesses, and other electric consumers in the Village of Bellville and in conjunction jointly with any other municipal corporation, township, county, or other political subdivision of the State of Ohio, as permitted by law.

NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF BELLVILLE, STATE OF OHIO:

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

SECTION 2: The Board of Elections of Richland County is hereby directed to submit the following question to the electors of the Village of Bellville, Ohio at the primary election on May 5, 2015.

The form of the ballot to be used in the May 5, 2015 election shall be substantially as follows:

APPROVED AS TO FORM:

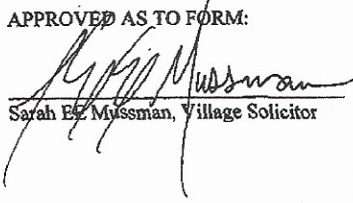
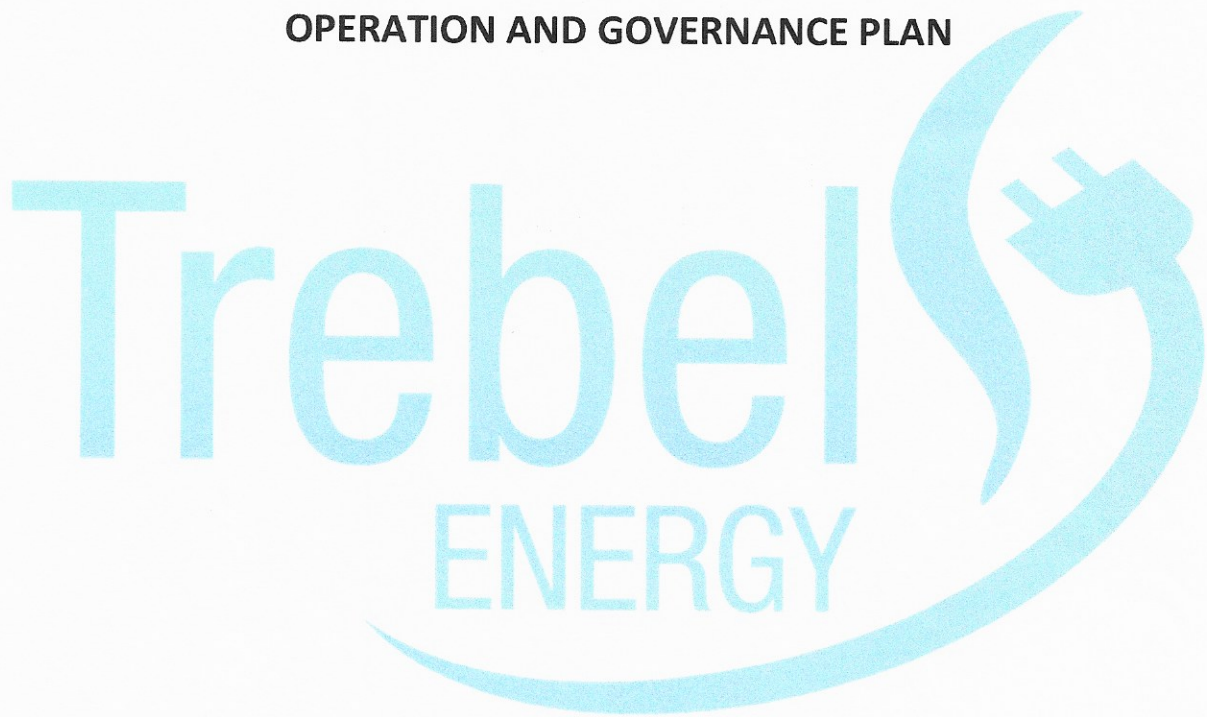

Sarah E. Myssman, Village Solicitor

EXHIBIT A-3

OPERATION AND GOVERNANCE PLAN



VILLAGE OF BELLVILLE

ELECTRIC AGGREGATION PROGRAM

PLAN OF OPERATION AND GOVERNANCE

For More Information Contact:

Mayor Darrell Banks
4142 Park Place
Bellville, OH 44813

VILLAGE OF BELLVILLE, OH, RICHLAND COUNTY ELECTRIC AGGREGATION PROGRAM

PLAN OF OPERATION AND GOVERNANCE

Introduction. On November 3, 2015 a majority of the voters in The Village Of Bellville, OH, in the County of Richland, approved a referendum that authorized The Village Of Bellville (the "Village") to pursue Automatic Governmental Aggregation. After the Village held two public hearings on the matter, the Village Council approved this Plan of Operation and Governance as prescribed by Section 4928.20 of the Ohio Revised Code. The Village has developed this Plan of Operation and Governance ("Plan of Operation") in accordance with the governmental aggregation provisions in Sections 4901:1-21-16 Ohio Administrative Code. Once certified as a Governmental Aggregator, the Village will be authorized to combine multiple retail electric customer loads within its geographic boundaries (the "Aggregation") for the purpose of facilitating the purchase of electric supply in Ohio's competitive retail electric market.

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

The Contract. The supply contract negotiated by the Governmental Aggregator for the Aggregation (the "Contract") shall be for firm, all-requirements supply. Each Aggregation participant will be individually bound to the Provider by the terms of the Contract, and will be solely responsible for payment. The electric supply charges for the Aggregation are included in the Contract that will be negotiated by the Governmental Aggregator and shall identify the pricing or pricing methodology. All electric supply charges will be fully and prominently disclosed in consumer enrollment materials (such as the Opt-out Notice), available on the Provider's website, and available by calling the Provider's toll free customer service telephone number. The surcharge authorized under Section 4928:20 (I) will not be charged.

Eligibility, Opt-out Disclosures, and Pooling Accounts. Section 4901:1-21-17 of the Ohio Administrative Code requires the Governmental Aggregator to request from the Utility for all customers residing within the governmental aggregator's boundaries, including those customers who have opted off the pre-enrollment list (i) a list of the names, account numbers, and service and mailing addresses for those residing within the Governmental Aggregator's boundaries, consistent with the information that is provided to other competitive retail electric service providers (ii) an identification of customers who are currently in contract with a certified electric services company other than the Provider or in a special arrangement with the electric utility, and (iii) an identification of mercantile customers. The following customers are not

eligible: customers already under contract with a certified electric services company; customers that have a special contract with the Utility; customers that are not located within the Governmental Aggregator's boundaries; customers on the Percentage of Income Payment Plan (PIPP); customers that have past due amounts owing to the Utility; and mercantile customers. In addition, the Village intends to include in the Aggregation only those (a) residential and (b) non-mercantile customers under Rate Schedules GS1-4. Using this list of eligible accounts, the Provider, with the assistance of the Governmental Aggregator, will review the list to verify that the eligible accounts are located within the geographic boundaries of the Village and that an area within the Village boundaries has not been inadvertently filtered from the list. The Provider will also remove from the eligible list, those customers who appear on the "do not aggregate" list maintained under division (c) of section 4928.21 of the Revised Code.

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

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

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

In addition to the initial 21-day Opt-out period, each participant will be provided an opportunity to opt-out every three years without paying an early termination fee. The program can be for a duration of no less than one year and no more than three years at a time.

Billing. Aggregation participants will receive a single, monthly bill from the Utility, which will include charges from the Provider for its electric supply, as well as the Utility distribution charges. Aggregation participants will be billed according to their Utility billing cycle. In order to maintain flexibility for Aggregation participants to return to Utility service on a

full requirements basis without paying additional charges to the Utility or being subject to market-based rates, the Aggregation participants may be billed by the Utility for stand-by service within the meaning of division (B)(2)(d) of section 4928.143 of the Revised Code. As of the date of this Plan of Operation, the Utility does not have a separate charge for stand-by service.

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

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

Natural of Complaint	Contact	Phone Number
Outages/Emergencies	AEP	1-800-672-2231
Service turn on/off	AEP	1-800-672-2231
Billing Disputes	AEP	1-800-672-2231
Price/Joining/Leaving Program	Supplier Customer Service	1-844-809-6841
Program Regulatory Questions	Supplier Customer Service	1-844-809-6841
Unresolved Disputes	Public Utilities Commission	1-800-686-7826
Unresolved Disputes	Ohio Consumers Council	1-877-742-5622

The Provider will attempt to resolve all customer complaints in a timely and good faith manner. The Provider shall investigate and provide a status report to the customer when the complaint is made directly to them and/or the Village within three (3) calendar days following receipt of the complaint. Or in the case of a Public Utilities Commission of Ohio ("PUCO") complaint the Provider will investigate and provide a status report to the customer and PUCO staff within five (5) calendar days following receipt of the complaint. If an investigation into a complaint received from the customer or a complaint referred by the PUCO is not completed within fourteen (14) calendar days, then a status report will be given to the customer, and, if applicable, the PUCO. These status reports will be given every five (5) calendar days until the investigation is complete, unless the action that must be taken takes longer than five (5) calendar days and the customer has been notified. Final results of a Commission-referred complaint will be provided to the PUCO either orally (phone) or in writing (e-mail, written correspondence), no later than five (5) calendar days after the investigation is completed. The final results will be provided in writing to the customer no later than five (5) calendar days after

the investigation is completed. Customers retain the right to contact the PUCO regarding complaints and disputes. All customers have the right to contact the PUCO by writing to Public Utilities Commission of Ohio, ATTN: IAD, 180 E. Broad St., Columbus, OH 43215-3793; by fax to (614) 752-8351; through their website at www.puc.state.oh.us or by calling toll free (800) 686-7826 (VOICE) or (800) 686-1570 (TTY-TDD). Records of customer complaints will be retained for two (2) years after the occurrence of the complaint. A copy of the complaint record will be provided to the PUCO within five (5) calendar days, if requested.

Moving within the Village. Aggregation participants that move from one location to another within the Village's boundaries and retain the same account number will remain an Aggregation participant and will receive the same price they would have received if their location had not moved.

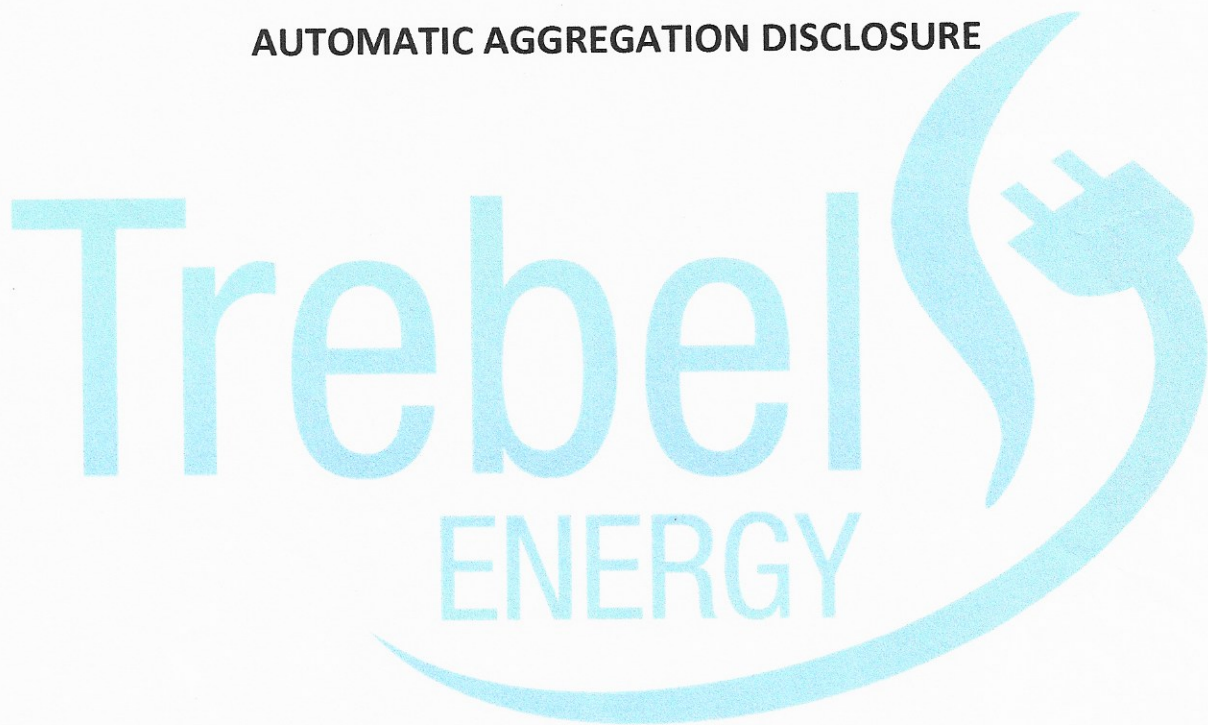
Aggregation participants who move from one location to another within the Village's boundaries and are assigned a new account number may enroll their new account in the Aggregation and receive the same price as they would have received if their location had not moved, provided the new account is eligible for Aggregation. Participants who move and receive a new account number may be dropped from the Aggregation by the Utility, but they will not be charged an early termination fee from the Provider. If a participant is dropped from the Aggregation due to a move within the Village, the participant should contact the Provider to be re-enrolled.

Moving outside of the Village. Aggregation participants who move out of the Village's boundaries will no longer be eligible to participate in the Aggregation, but they will not be charged an early termination fee from the Provider.

Enrolling after the Opt-out Period. Residential and small business accounts located within the Village's boundaries that were initially eligible to join the Aggregation, but chose to Opt-out of the Aggregation, or otherwise weren't included in the Aggregation, may join the Aggregation after the expiration of the Initial Opt-out Period by contacting the Provider. The rate for those joining the Aggregation after the expiration of the Opt-out Period may be different from the rate negotiated for the Aggregation by the Governmental Aggregator. In the event that the Provider is able to offer to newly eligible customers the same price that is provided to the current Aggregation participants, the Provider may refresh the Aggregation by providing those who move into the Village the opportunity to be included automatically, rather than waiting until the next pricing term of the Contract. The process for refreshing the Aggregation with new enrollments would follow the process noted above for determining eligibility, providing Opt-out Notices, and pooling the accounts. (Current Aggregation participants and those who previously declined participation would not receive the Opt-out Notice intended only for newly eligible customers.)

EXHIBIT A-4

AUTOMATIC AGGREGATION DISCLOSURE



April 15, 2020

Opt-Out Deadline

May 6, 2020

Village of Bellville

Community Electric Aggregation Notification

Dear Resident or Small Business,

Welcome to your community's electric aggregation program which provides you with exclusive pricing on the electric generation portion of your electric bill. This is possible through governmental aggregation, a community purchasing program where community officials use group buying power to purchase electricity from a retail electric generation supplier certified by the Public Utilities Commission of Ohio. This program was approved by voters in your community in November 2015.

How You Benefit

By participating in this aggregation program, you will receive the following exclusive pricing on your electric generation:

	Your Electric Utility	Fixed Price	Term End	Early Termination Fee
Residential	AEP - Ohio Power	4.69 cents per kWh	December 2022	None
Small Business	AEP - Ohio Power	4.69 cents per kWh	December 2022	None

Energy Harbor has been selected by your community to provide your electric generation. If you're not already participating, this is your chance to join. If you're already participating, this is your opportunity to continue the benefits of the program.

Same Reliable Service

Your electric utility will continue to maintain the system that delivers power to your home or business – no new poles or wires will be built by Energy Harbor. You will continue to receive a single, easy-to-read bill from your local electric utility with your Energy Harbor charges included. There is no cost for enrollment, you will not be charged a switching fee, and **you do not need to do anything to participate.**

Opt-Out Information

You are not obligated to participate in the community's electric governmental aggregation program. If you do not want to participate in your community program, you have until the opt-out deadline to return the attached "opt-out" form below or you may contact Energy Harbor toll-free at 1-866-636-3749 to opt-out over the phone. **You may choose to leave the program at any time, without penalty, and will NOT be charged cancellation fee.**

Enrollment Information

Following the opt-out deadline, if you are a new member of the program, your future bills will reflect the electric price listed above from Energy Harbor after your enrollment has been completed and your switch has been finalized – approximately 30-45 days, depending upon your meter read date. If you do not opt out at this time and leave the program at a later date, you might not be served under the same rates or terms and conditions that apply to other customers served by your utility. If you are not currently receiving electric generation from Energy Harbor, your electric utility will send you a letter confirming your selection of Energy Harbor as your electric generation provider. If you are currently enrolled in the community's aggregation program, you will not receive a letter from your electric utility. As required by law, this letter from your utility will inform you of your option to rescind your enrollment with Energy Harbor within seven days of its postmark. **To become a member of the community's electric governmental aggregation program, you don't need to take any action when this letter arrives.**

Please refer to the enclosed Terms and Conditions and FAQs for more information. Your community officials have selected Energy Harbor to handle all questions regarding your community-approved electric aggregation program. If you have any questions or wish to opt out, please call to Energy Harbor toll-free at 1-866-636-3749, Monday through Friday, 8 am to 5 pm.

Sincerely,

Village of Bellville

Village of Bellville OPT-OUT FORM

Option 1: Do Nothing to Join

You will be automatically enrolled if you do not respond to this letter.

OR

Option 2: Return this Opt-Out Form

To opt out, return this form or call Energy Harbor by the opt-out deadline.

Opt-Out Deadline

May 6, 2020

Service Address (City, State, Zip): _____

Phone Number: _____

Account Number: _____

Account Holder Signature: _____

☐ By checking this box, I choose to opt out of my community electric governmental aggregation program.

Return opt-out form to: Community Electric Aggregation Program, 341 White Pond Drive, Bldg. B3, Akron, Ohio 44320

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

Under governmental aggregation, local officials bring citizens together to gain group buying power for the purchase of competitively priced electricity from a retail electric generation supplier certified by the Public Utilities Commission of Ohio (PUCO). Residents voted to allow the community to contract for an electric generation supplier on their behalf. Your community has selected Energy Harbor to provide you with exclusive pricing on your electric generation.

Who is Energy Harbor?

Energy Harbor, headquartered in Akron, Ohio is a fully integrated retail energy provider and independent power producer capable of generating substantial carbon-free energy. The company proudly serves nearly one million residential, commercial, and industrial customers in Ohio, Pennsylvania, New Jersey, Maryland, Illinois and Michigan. Yours is one of over 200 communities who have chosen Energy Harbor to provide electric aggregation programs.

What do I need to do if I want to be included in this governmental aggregation?

You do not need to do anything to receive the exclusive generation pricing under this program. You may choose to remain in the aggregation group by simply not opting out of the program.

Is my price for power fixed, or does it vary?

With a fixed price, the price you will receive each month does not change.

How will I know if I can save money under the electric governmental aggregation program?

You'll know you are saving money as long as your price with Energy Harbor is lower than your utility's Price to Compare (PTC).

If I am already a member of this program, why am I receiving this letter?

As a current member of your community's electric governmental aggregation program, you are given the opportunity to opt out of the program at least every three years. Your previous contract term with Energy Harbor is coming to an end, and this is your opportunity to either opt out or continue the benefits of the program.

What does "opt out" mean?

"Opt-out" means that you can decide not to participate in your community's electric governmental aggregation program. By returning the opt-out form attached to this notification or calling Energy Harbor to opt-out by the Opt-Out Deadline, you will not be enrolled with Energy Harbor, your community's selected electric generation supplier, and you will not receive the discount.

Can I opt out over the phone?

Yes, if you choose not to return the opt out form, you may contact Energy Harbor at 1-866-636-3749 to opt out over the phone. Whichever method you chose, you must do so by the Opt-Out Deadline on the front of this notification.

What happens if I do not opt-out?

If you do not opt by the Opt-Out Deadline, you will be included in your community's aggregation program.

Can I opt out of the program at a later date?

Yes, you may leave the aggregation program at any time *without penalty*. Following the opt out deadline, you must contact Energy Harbor via the phone to cancel your contract and ask to opt out of future aggregation mailings to your community for the remainder of the contracted term as stated in this letter. *You will not be charged an early termination or cancellation fee* if you chose to leave the program at later date for any reason.

What are my energy supply choices if I decide to opt out?

You can stay with your current electric utility, which will continue to supply your electric generation as it always has, or you can shop for an alternative generation supplier. A list of competitive electric suppliers certified by the PUCO and their current prices are available by calling 1-800-686-PUCO (1-800-686-7826).

If I join the aggregation, will Energy Harbor continue or allow me to begin to budget bill my supplier charges?

Yes. Toledo Edison, The Illuminating Company, Ohio Edison and Duke Energy include supplier charges in the monthly budgeted amount. Budget billing supplier charges are limited in AEP Ohio's and DP&L's service areas. If you are currently on a budget billing program with AEP or DPL and have *at least 10 months of usage at your service address*, please call 1-866-636-3749, to opt-in to your community's budget billing offer through Energy Harbor.

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

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

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

Your electric utility will still be responsible for delivering power to your home or business, reading your meter and restoring power after an outage.

What is the toll-free number for questions?

If you have any questions or wish to opt out, please call 1-866-636-3749, Monday through Friday, 8 am to 5 pm.

Residential and Small Commercial – Electric Terms and Conditions	
Product	Fixed Price
Electric Distribution Utility ("EDU")	Ohio Power Company
Price and Length of Agreement	4.69 ¢/kWh through your December 2022 meter read
Cancellation/Termination Fee	None

These Terms and Conditions apply to you because you are enrolling for electric generation service with Energy Harbor LLC ("Energy Harbor") through either (a) affirmative consent or (b) not opting out of your community electric aggregation program. If you enroll by affirmative consent, these Terms and Conditions and the enrollment information on the website are your Agreement ("Agreement"). If you choose to remain in the community aggregation program by not "opting-out" or exercising the right of rescission, these Terms and Conditions and your opt-out notification are your Agreement. Please keep a copy of this Agreement for your records.

Energy Harbor is certified by the Public Utilities Commission of Ohio ("PUCO") to offer and supply electric generation services in Ohio. As a Competitive Retail Electric Service ("CRES") provider, Energy Harbor will supply the electric generation to your Electric Distribution Utility ("EDU") based on your usage. Your EDU then distributes or delivers the electricity to you. Energy Harbor sets the generation prices and charges that the customers pay. The PUCO regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

Definitions: *Generation Charge* – Charge for the production of electricity. *Transmission Charge* – Charge for moving high voltage electricity from a generation facility to the distribution lines of the EDU. *Distribution Service* – Basic service for delivering electricity over a distribution system to a customer from the transmission system.

Right of Rescission: If you do not opt-out or you give your affirmative consent and are enrolled to receive generation service from Energy Harbor, your EDU will send you a confirmation letter. You have the right to rescind your enrollment within seven (7) calendar days following the postmark date of the confirmation letter by contacting the EDU by telephone or in writing as described in the letter. The Right of Rescission only applies when a customer switches to a generation supplier and not on renewal enrollments. Your EDU will not send a confirmation notice upon any renewal of this Agreement. Should you choose to opt-out of your community's program, you will be served by your EDU's standard service offer established pursuant to section 4928.14 of the Ohio Revised Code ("ORC") unless you choose an alternate supplier of electricity.

Eligibility: Only eligible residential customer accounts not enrolled in the Percentage of Income Plan Program ("PIPP") and eligible small commercial customers may enroll in this offer from Energy Harbor. Energy Harbor reserves the right to refuse enrollment to any customer with an outstanding balance.

Basic Service Prices: During the term of this Agreement, you agree to pay Energy Harbor a price for combined Generation and Generation Related Charges ("Retail Electric Service"), specified in the table above. Your Price to Compare ("PTC") consists of bypassable transmission, generation and transmission and generation related components, which are charges associated with the costs of purchased power and the cost to deliver the power through the transmission system. These are the charges that you would avoid for that billing period when you switch to Energy Harbor. If your product in the table above is a % Off PTC product, your monthly price per kWh will vary because the EDU's PTC may change based on any changes made by the EDU in its calculations. In addition to Energy Harbor's charges, you will be charged by your EDU for distribution and various other charges. Your price may also include a fee assessed by a broker or agent representing your community.

Length of Agreement: As a part of your community's program, your Retail Electric Service from Energy Harbor will commence with the next available meter reading and after processing of the enrollment by your EDU and continue through the term indicated in the table above. The program may be terminated prior to the term pursuant to the terms of the master agreement between Energy Harbor and your community for the aggregation program. Should the program be terminated, you will be returned to your EDU's standard service offer or its successor. In the event that (1) the PUCO approves or implements a phase-in credit for generation and/or transmission charges of the EDU or takes any other action which affects the PTC or otherwise does not allow the EDU to reflect the full cost to procure generation and transmission in the PTC or other regulatory action; or (2) there is any change in any statute, rule, regulation, order, law, or tariff promulgated by any court, governmental authority, utility, Independent System Operator ("ISO"), Regional Transmission Organization ("RTO") or other service provider, or any change in operating procedure, which alters to the detriment of Energy Harbor its costs to perform under this Agreement, you may receive a notification from Energy Harbor. This notification will include a description of one or more of the situations described above. Energy Harbor may offer you new Terms and Conditions. You must indicate your affirmative consent to the new Terms and Conditions as specified in the notices. If you do not contact Energy Harbor to accept the new terms, this Agreement will terminate on the date specified in the notices, and you may be returned to your EDU for Retail Electric Service. Alternatively, Energy Harbor may decide to terminate this Agreement, and you will receive prior written notice of the termination, after which you may be returned to your EDU for Retail Electric Service. Whether Energy Harbor offers you new terms or terminates this Agreement under this provision, you will not be responsible for any cancellation/termination fee. You must still pay all Energy Harbor charges through the date you are returned to your EDU or switched to another CRES provider for service.

Billing: You will receive a consolidated bill monthly from your EDU for both your Energy Harbor and EDU charges. If you do not pay your bill by the due date, Energy Harbor may cancel this Agreement after giving you a minimum of fourteen (14) days written notice. Upon cancellation you will be returned to your EDU as a customer. You will remain responsible to pay Energy Harbor for any electricity used before this Agreement is cancelled, as well as any late payment and early termination charges. Energy Harbor reserves the right to convert you from consolidated billing to dual billing if such a conversion will facilitate more timely billing, collections, and/or payment. Furthermore, your failure to pay EDU charges may result in your electric service being disconnected in accordance with the EDU tariff. If you have 12 months of billing history and you are enrolled in budget billing with the EDU, you can enroll in a budget billing program once per year. At the end of

the contract term, you are responsible for payment of any outstanding balance upon final contract true up. Energy Harbor reserves the right to adjust your monthly budget amount prior to final contract true up. If you enroll in budget billing, then choose not to be in the program or if you become two consecutive monthly payments overdue, you will be removed from budget billing, your account will be reconciled, and you will be billed for the outstanding budget balance on your next billing cycle.

Penalties, Fees and Exceptions: If you do not pay the full amount owed Energy Harbor by the due date of the bill, Energy Harbor may charge a 1.5% per month late payment fee.

Cancellation/Termination Provisions: You may terminate this Agreement at any time without penalty. Customer and Energy Harbor both agree that the following will constitute force majeure events under this Agreement and that Energy Harbor shall have the right to terminate or modify the agreement without liability if: (1) the Electric Security Plan (ESP), Market Rate Offer (MRO) and/or Competitive Bid Process (CBP), or other generation procurement process results in a Price to Compare ("PTC") that is equal to or less than the comparable annualized generation and transmission rates and riders in effect as of the effective date of this Agreement, or (2) the PUCO approves or implements a phase-in credit for generation and/or transmission charges of the EDU or takes any other action which affects the PTC or otherwise does not allow the EDU to reflect the full cost to procure generation and transmission in the PTC or other regulatory action. In the event that the program is terminated, you will be returned to your EDU's standard service offer. Upon termination with Energy Harbor and return to standard service offer with your EDU, you may not be served under the same rates, terms, and condition that apply to other EDU customers.

Customer Consent and Information Release Authorization: By choosing not to opt-out of your community's aggregation program, or to affirmatively join it, you understand and agree to the terms and conditions of this Agreement with Energy Harbor. You authorize Energy Harbor to obtain information from the EDU that includes, but is not limited to: billing history, payment history, historical and future electricity usage, meter readings, and characteristics of electricity service. Energy Harbor reserves the right to determine if your credit standing is satisfactory before accepting your enrollment request. This Agreement shall be considered executed by Energy Harbor following acceptance of your enrollment request by Energy Harbor, the end of the seven (7) day rescission period, and subsequent acceptance of the enrollment by your EDU.

Customer Consent to Communications: By signing this Agreement, you agree to receive pre-recorded/artificial voice messages calls and/or use of an automatic dialing device, text messages and/or emails from Energy Harbor or its agents/assigns at any phone number or email address. You agree to be responsible for any charges you may receive on that number, including standard telephone, SMS or text message fees. You may revoke this express consent at any time by calling us at 1-888-254-6359. Such revocation has no bearing on your ability to contract with Energy Harbor.

Contract Expiration: At least every three (3) years, you will be given the opportunity to opt-out of your community's aggregation program at no cost. You are responsible for arranging your electric supply upon termination of this Agreement.

Dispute Procedures: Contact Energy Harbor with any questions concerning the terms of service by phone at 1-888-254-6359 (toll-free) from 8 a.m. to 5 p.m. EST weekdays, or in writing at Energy Harbor, Attn: Contract Administration, 341 White Pond Dr, B3, Akron, OH 44320. Our web address is www.energyharbor.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>. 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 8 a.m. to 5 p.m. weekdays, or at <http://www.pickocc.org>.

Miscellaneous: You have the right to request from Energy Harbor, twice within a twelve (12) month period, up to twenty-four (24) months of payment history, without charge. Energy Harbor is prohibited from disclosing a Customer's Social Security number and/or account number(s) without the Customer's written consent except for Energy Harbor's collections and reporting, participating in programs funded by the universal service fund, pursuant to section 4928.52 of the Revised Code, or assigning a customer's contract to another CRES provider. Energy Harbor's environmental disclosure statement is available for viewing on our website www.energyharbor.com. You agree that Energy Harbor will make the required annual and quarterly updates to the disclosure statement electronically on our website. Energy Harbor will also provide the information upon request. Energy Harbor may assign its rights to another, including any successor, in accordance with the rules and regulations of the PUCO. Energy Harbor assumes no responsibility or liability for the following items that are the responsibility of the EDU: operation and maintenance of the EDU's electrical system, any interruption of service, termination of service, or deterioration of the EDU's service. **In the event of a power outage, you should contact your local EDU.** Customer is responsible for providing Energy Harbor with accurate account information. If said information is incorrect, Energy Harbor reserves the right to reprice the applicable account(s) or terminate the Agreement. Energy Harbor reserves the right to return any customer to the EDU if the customer's rate code is changed and the account is no longer eligible for this offer. Customer authorizes, but does not obligate, Energy Harbor to exercise customer's governmental aggregation opt-out rights.

Warranty: Energy Harbor warrants title and the right to all electricity sold hereunder. THE WARRANTIES SET FORTH IN THIS PARAGRAPH ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

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Contract Expiration: At least every three (3) years, you will be given the opportunity to opt-out of your community's aggregation program at no cost. You are responsible for arranging your electric supply upon termination of this Agreement.

Dispute Procedures: Contact Energy Harbor with any questions concerning the terms of service by phone at 1-888-254-6359 (toll-free) from 8 a.m. to 5 p.m. EST weekdays, or in writing at Energy Harbor, Attn: Contract Administration, 341 White Pond Dr, B3, Akron, OH 44320. Our web address is www.energyharbor.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>. 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 8 a.m. to 5 p.m. weekdays, or at <http://www.pickocc.org>.

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Warranty: Energy Harbor warrants title and the right to all electricity sold hereunder. THE WARRANTIES SET FORTH IN THIS PARAGRAPH ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

April 15, 2020

Opt-Out Deadline

May 6, 2020

Village of Bellville
Community Electric Aggregation Notification

Dear Resident,

Welcome to your community's electric aggregation program which provides you with exclusive pricing on the electric generation portion of your electric bill. This is possible through governmental aggregation, a community purchasing program where community officials use group buying power to purchase electricity from a retail electric generation supplier certified by the Public Utilities Commission of Ohio. This program was approved by voters in your community in November 2015.

How You Benefit

By participating in this aggregation program, you will receive the following exclusive pricing on your electric generation:

	Your Electric Utility	Fixed Price	Term End	Early Termination Fee
Residential	AEP - Ohio Power	4.69 cents per kWh	December 2022	None

Energy Harbor has been selected by your community to provide your electric generation. If you're not already participating, this is your chance to join. If you're already participating, this is your opportunity to continue the benefits of the program.

Same Reliable Service

Your electric utility will continue to maintain the system that delivers power to your home – no new poles or wires will be built by Energy Harbor. You will continue to receive a single, easy-to-read bill from your local electric utility with your Energy Harbor charges included. **If you are on a budget billing plan with your electric utility, and meet Energy Harbor's minimum eligibility requirements, you will continue to receive that service¹.**

Opt-Out Information

You are not obligated to participate in the community's electric governmental aggregation program. If you do not want to participate in your community program, you have until the opt-out deadline to return the attached "opt-out" form below or you may contact Energy Harbor toll-free at 1-866-636-3749 to opt-out over the phone. **You may choose to leave the program at any time, without penalty, and will NOT be charged cancellation fee.**

Enrollment Information

Following the opt-out deadline, if you are a new member of the program, your future bills will reflect the electric price listed above from Energy Harbor after your enrollment has been completed and your switch has been finalized – approximately 30-45 days, depending upon your meter read date. If you do not opt out at this time and leave the program at a later date, you might not be served under the same rates or terms and conditions that apply to other customers served by your utility. If you are not currently receiving electric generation from Energy Harbor, your electric utility will send you a letter confirming your selection of Energy Harbor as your electric generation provider. If you are currently enrolled in the community's aggregation program, you will not receive a letter from your electric utility. As required by law, this letter from your utility will inform you of your option to rescind your enrollment with Energy Harbor within seven days of its postmark. **To become a member of the community's electric governmental aggregation program, you don't need to take any action when this letter arrives.**

Please refer to the enclosed Terms and Conditions and FAQs for more information. Your community officials have selected Energy Harbor to handle all /questions regarding your community-approved electric aggregation program. If you have any questions or wish to opt out, please call Energy Harbor toll-free at 1-866-636-3749, Monday through Friday, 8 a.m. to 5 p.m.

Sincerely,

Village of Bellville

Village of Bellville OPT-OUT FORM

Option 1: Do Nothing to Join You will be enrolled automatically if you do not respond to this letter.	OR	Option 2: Return this Opt-Out Form To opt out, return this form or call Energy Harbor by the opt-out deadline.	Opt-Out Deadline May 6, 2020
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Service Address (City, State, Zip): _____

Phone Number: _____

Account Number: _____

Account Holder Signature: _____

☐ By checking this box, I choose to opt out of my community electric governmental aggregation program.

Return opt-out form to: Community Electric Aggregation Program, 341 White Pond Drive, Bldg. B3, Akron, Ohio 44320

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

Under governmental aggregation, local officials bring citizens together to gain group buying power for the purchase of competitively priced electricity from a retail electric generation supplier certified by the Public Utilities Commission of Ohio (PUCO). Residents voted to allow the community to contract for an electric generation supplier on their behalf. Your community has selected Energy Harbor to provide you with exclusive pricing on your electric generation.

Who is Energy Harbor?

Energy Harbor, headquartered in Akron, Ohio is a fully integrated retail energy provider and independent power producer capable of generating substantial carbon-free energy. The company proudly serves nearly one million residential, commercial, and industrial customers in Ohio, Pennsylvania, New Jersey, Maryland, Illinois and Michigan. Yours is one of over 200 communities who have chosen Energy Harbor to provide electric aggregation programs.

What do I need to do if I want to be included in this governmental aggregation?

You do not need to do anything to receive the exclusive generation pricing under this program. You may choose to remain in the aggregation group by simply not opting out of the program.

Is my price for power fixed, or does it vary?

With a fixed price, the price you will receive each month does not change.

How will I know if I can save money under the electric governmental aggregation program?

You'll know you are saving money as long as your price with Energy Harbor is lower than your utility's Price to Compare (PTC).

If I am already a member of this program, why am I receiving this letter?

As a current member of your community's electric governmental aggregation program, you are given the opportunity to opt out of the program at least every three years. Your previous contract term with Energy Harbor is coming to an end, and this is your opportunity to either opt out or continue the benefits of the program.

What does "opt out" mean?

"Opt-out" means that you can decide not to participate in your community's electric governmental aggregation program. By returning the opt-out form attached to this notification or calling Energy Harbor to opt-out by the Opt-Out Deadline, you will not be enrolled with Energy Harbor, your community's selected electric generation supplier, and you will not receive the discount.

Can I opt out over the phone?

Yes, if you choose not to return the opt out form, you may contact Energy Harbor at 1-866-636-3749 to opt out over the

phone. Whichever method you chose, you must do so by the Opt-Out Deadline on the front of this notification.

What happens if I do not opt-out?

If you do not opt by the Opt-Out Deadline, you will be included in your community's aggregation program.

Can I opt out of the program at a later date?

Yes, you may leave the aggregation program at any time *without penalty*. Following the opt out deadline, you must contact Energy Harbor via the phone to cancel your contract and ask to opt out of future aggregation mailings to your community for the remainder of the contracted term as stated in this letter. *You will not be charged an early termination or cancellation fee* if you chose to leave the program at later date for any reason.

What are my energy supply choices if I decide to opt out?

You can stay with your current electric utility, which will continue to supply your electric generation as it always has, or you can shop for an alternative generation supplier. A list of competitive electric suppliers certified by the PUCO and their current prices are available by calling 1-800-686-PUCO (1-800-686-7826).

If I join the aggregation, will Energy Harbor continue to budget bill my supplier charges?

Yes. Budget billing will continue to be provided to eligible residents who currently have budget billing with their utility and at least 10 months of historical usage. If you have less than 10 months of usage, you will still receive the community exclusive pricing listed herein but will be ineligible for the budget billing service. Under budget billing service, Energy Harbor will calculate your budgeted amount based on your average electric usage over the prior months. Periodically, Energy Harbor may examine your budget and may adjust to more closely match your usage from the previous year. Energy Harbor will conduct a final true-up at the end of the contract - or upon your leaving the program should you 'opt-out' before the Program Term End - to reconcile between the actual amount of electricity used and the amount paid under the plan. The new budget amount may vary from the level of your current budget payment. You will continue to receive a levelized amount from your utility for delivery service and may experience true ups with your utility during the contract. Please call 1-866-636-3749, if you have questions regarding budget billing in your area.

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

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

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

Your electric utility will still be responsible for delivering power to your home or business, reading your meter and restoring power after an outage.

What is the toll-free number for questions?

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Energy Harbor is certified by the Public Utilities Commission of Ohio ("PUCO") to offer and supply electric generation services in Ohio. As a Competitive Retail Electric Service ("CRES") provider, Energy Harbor will supply the electric generation to your Electric Distribution Utility ("EDU") based on your usage. Your EDU then distributes or delivers the electricity to you. Energy Harbor sets the generation prices and charges that the customers pay. The PUCO regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

Definitions: *Generation Charge* – Charge for the production of electricity. *Transmission Charge* – Charge for moving high voltage electricity from a generation facility to the distribution lines of the EDU. *Distribution Service* – Basic service for delivering electricity over a distribution system to a customer from the transmission system.

Right of Rescission: If you do not opt-out or you give your affirmative consent and are enrolled to receive generation service from Energy Harbor, your EDU will send you a confirmation letter. You have the right to rescind your enrollment within seven (7) calendar days following the postmark date of the confirmation letter by contacting the EDU by telephone or in writing as described in the letter. The Right of Rescission only applies when a customer switches to a generation supplier and not on renewal enrollments. Your EDU will not send a confirmation notice upon any renewal of this Agreement. Should you choose to opt-out of your community's program, you will be served by your EDU's standard service offer established pursuant to section 4928.14 of the Ohio Revised Code ("ORC") unless you choose an alternate supplier of electricity.

Eligibility: Only eligible residential customer accounts not enrolled in the Percentage of Income Plan Program ("PIPP") and eligible small commercial customers may enroll in this offer from Energy Harbor. Energy Harbor reserves the right to refuse enrollment to any customer with an outstanding balance.

Basic Service Prices: During the term of this Agreement, you agree to pay Energy Harbor a price for combined Generation and Generation Related Charges ("Retail Electric Service"), specified in the table above. Your Price to Compare ("PTC") consists of bypassable transmission, generation and transmission and generation related components, which are charges associated with the costs of purchased power and the cost to deliver the power through the transmission system. These are the charges that you would avoid for that billing period when you switch to Energy Harbor. If your product in the table above is a % Off PTC product, your monthly price per kWh will vary because the EDU's PTC may change based on any changes made by the EDU in its calculations. In addition to Energy Harbor's charges, you will be charged by your EDU for distribution and various other charges. Your price may also include a fee assessed by a broker or agent representing your community.

Length of Agreement: As a part of your community's program, your Retail Electric Service from Energy Harbor will commence with the next available meter reading and after processing of the enrollment by your EDU and continue through the term indicated in the table above. The program may be terminated prior to the term pursuant to the terms of the master agreement between Energy Harbor and your community for the aggregation program. Should the program be terminated, you will be returned to your EDU's standard service offer or its successor. In the event that (1) the PUCO approves or implements a phase-in credit for generation and/or transmission charges of the EDU or takes any other action which affects the PTC or otherwise does not allow the EDU to reflect the full cost to procure generation and transmission in the PTC or other regulatory action; or (2) there is any change in any statute, rule, regulation, order, law, or tariff promulgated by any court, governmental authority, utility, Independent System Operator ("ISO"), Regional Transmission Organization ("RTO") or other service provider, or any change in operating procedure, which alters to the detriment of Energy Harbor its costs to perform under this Agreement, you may receive a notification from Energy Harbor. This notification will include a description of one or more of the situations described above. Energy Harbor may offer you new Terms and Conditions. You must indicate your affirmative consent to the new Terms and Conditions as specified in the notices. If you do not contact Energy Harbor to accept the new terms, this Agreement will terminate on the date specified in the notices, and you may be returned to your EDU for Retail Electric Service. Alternatively, Energy Harbor may decide to terminate this Agreement, and you will receive prior written notice of the termination, after which you may be returned to your EDU for Retail Electric Service. Whether Energy Harbor offers you new terms or terminates this Agreement under this provision, you will not be responsible for any cancellation/termination fee. You must still pay all Energy Harbor charges through the date you are returned to your EDU or switched to another CRES provider for service.

Billing: You will receive a consolidated bill monthly from your EDU for both your Energy Harbor and EDU charges. If you do not pay your bill by the due date, Energy Harbor may cancel this Agreement after giving you a minimum of fourteen (14) days written notice. Upon cancellation you will be returned to your EDU as a customer. You will remain responsible to pay Energy Harbor for any electricity used before this Agreement is cancelled, as well as any late payment and early termination charges. Energy Harbor reserves the right to convert you from consolidated billing to dual billing if such a conversion will facilitate more timely billing, collections, and/or payment. Furthermore, your failure to pay EDU charges may result in your electric service being disconnected in accordance with the EDU tariff. If you have 12 months of billing history and you are enrolled in budget billing with the EDU, you can enroll in a budget billing program once per year. At the end of

the contract term, you are responsible for payment of any outstanding balance upon final contract true up. Energy Harbor reserves the right to adjust your monthly budget amount prior to final contract true up. If you enroll in budget billing, then choose not to be in the program or if you become two consecutive monthly payments overdue, you will be removed from budget billing, your account will be reconciled, and you will be billed for the outstanding budget balance on your next billing cycle.

Penalties, Fees and Exceptions: If you do not pay the full amount owed Energy Harbor by the due date of the bill, Energy Harbor may charge a 1.5% per month late payment fee.

Cancellation/Termination Provisions: You may terminate this Agreement at any time without penalty. Customer and Energy Harbor both agree that the following will constitute force majeure events under this Agreement and that Energy Harbor shall have the right to terminate or modify the agreement without liability if: (1) the Electric Security Plan (ESP), Market Rate Offer (MRO) and/or Competitive Bid Process (CBP), or other generation procurement process results in a Price to Compare ("PTC") that is equal to or less than the comparable annualized generation and transmission rates and riders in effect as of the effective date of this Agreement, or (2) the PUCO approves or implements a phase-in credit for generation and/or transmission charges of the EDU or takes any other action which affects the PTC or otherwise does not allow the EDU to reflect the full cost to procure generation and transmission in the PTC or other regulatory action. In the event that the program is terminated, you will be returned to your EDU's standard service offer. Upon termination with Energy Harbor and return to standard service offer with your EDU, you may not be served under the same rates, terms, and condition that apply to other EDU customers.

Customer Consent and Information Release Authorization: By choosing not to opt-out of your community's aggregation program, or to affirmatively join it, you understand and agree to the terms and conditions of this Agreement with Energy Harbor. You authorize Energy Harbor to obtain information from the EDU that includes, but is not limited to: billing history, payment history, historical and future electricity usage, meter readings, and characteristics of electricity service. Energy Harbor reserves the right to determine if your credit standing is satisfactory before accepting your enrollment request. This Agreement shall be considered executed by Energy Harbor following acceptance of your enrollment request by Energy Harbor, the end of the seven (7) day rescission period, and subsequent acceptance of the enrollment by your EDU.

Customer Consent to Communications: By signing this Agreement, you agree to receive pre-recorded/artificial voice messages calls and/or use of an automatic dialing device, text messages and/or emails from Energy Harbor or its agents/assigns at any phone number or email address. You agree to be responsible for any charges you may receive on that number, including standard telephone, SMS or text message fees. You may revoke this express consent at any time by calling us at 1-888-254-6359. Such revocation has no bearing on your ability to contract with Energy Harbor.

Contract Expiration: At least every three (3) years, you will be given the opportunity to opt-out of your community's aggregation program at no cost. You are responsible for arranging your electric supply upon termination of this Agreement.

Dispute Procedures: Contact Energy Harbor with any questions concerning the terms of service by phone at 1-888-254-6359 (toll-free) from 8 a.m. to 5 p.m. EST weekdays, or in writing at Energy Harbor, Attn: Contract Administration, 341 White Pond Dr, B3, Akron, OH 44320. Our web address is www.energyharbor.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>. 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 8 a.m. to 5 p.m. weekdays, or at <http://www.pickocc.org>.

Miscellaneous: You have the right to request from Energy Harbor, twice within a twelve (12) month period, up to twenty-four (24) months of payment history, without charge. Energy Harbor is prohibited from disclosing a Customer's Social Security number and/or account number(s) without the Customer's written consent except for Energy Harbor's collections and reporting, participating in programs funded by the universal service fund, pursuant to section 4928.52 of the Revised Code, or assigning a customer's contract to another CRES provider. Energy Harbor's environmental disclosure statement is available for viewing on our website www.energyharbor.com. You agree that Energy Harbor will make the required annual and quarterly updates to the disclosure statement electronically on our website. Energy Harbor will also provide the information upon request. Energy Harbor may assign its rights to another, including any successor, in accordance with the rules and regulations of the PUCO. Energy Harbor assumes no responsibility or liability for the following items that are the responsibility of the EDU: operation and maintenance of the EDU's electrical system, any interruption of service, termination of service, or deterioration of the EDU's service. **In the event of a power outage, you should contact your local EDU.** Customer is responsible for providing Energy Harbor with accurate account information. If said information is incorrect, Energy Harbor reserves the right to reprice the applicable account(s) or terminate the Agreement. Energy Harbor reserves the right to return any customer to the EDU if the customer's rate code is changed and the account is no longer eligible for this offer. Customer authorizes, but does not obligate, Energy Harbor to exercise customer's governmental aggregation opt-out rights.

Warranty: Energy Harbor warrants title and the right to all electricity sold hereunder. THE WARRANTIES SET FORTH IN THIS PARAGRAPH ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

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Summary: Application Renewal electronically filed by Mr. Scott Belcastro on behalf of Village of Bellville, Richland County