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July 20, 2020

VIA ELECTRONIC FILING

Public Utilities Commission of Ohio
Docketing Division
180 E. Broad Street
Columbus, Ohio 43215

Re: In the matter of the Renewal Application for
Electric Governmental Aggregators for the
Village of Cadiz
Case No: 16-1510-EL-GAG

Dear Sirs:

Please see the attached Renewal Application for Governmental Aggregators to be filed in the above matter.

Very truly yours,

VOLUNTEER ENERGY SERVICES, INC.

/s/ John L. Einstein, IV, Esq.

John L. Einstein, IV



Public Utilities Commission

Original GAG Case Number	Version
16 - 1510 -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 Cadiz
Address 128 Court Street, Cadiz, Ohio 43907
PUCO Certificate # and Date Certified 16-1107E(2) August 22, 2018
Telephone # (740) 942-4448 Web site address (if any) www.villageofcadiz.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 John Migliore
Title Mayor
Business address 128 Court Street, Cadiz, Ohio 43907
Telephone # (740) 942-8844 Fax # (740) 942-4488
E-mail address clerk-treas@villageofcadiz.com

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

Name Scott Raffeld
Title Government Aggregation Administrator
Business address 790 Windmill Dr, Pickerington, Ohio 43147
Telephone # (614) 729-2355 Fax # (614) 729-2356
E-mail address sraffeld@volunteerenergy.com

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

Customer Service address 790 Windmill Dr, Pickerington, Ohio 43147
Toll-free Telephone # (800) 977-8374 Fax # (614) 856-3301
E-mail address ltaylor@volunteerenergy.com

Signature of Applicant & Title

John A. Migliore

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

Deborah Meadows
Signature of official administering oath

DEBORAH MEADOWS, Notary
Print Name and Title

My commission expires on 05-20-23



Deborah A. Meadows
Notary Public, State of Ohio
My Commission Expires
05-20-23

AFFIDAVIT

State of Ohio :

Cadiz ss.
(Town)

County of Harrison :

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

He/~~She~~ is the Mayor (Office of Affiant) of Village of Cadiz (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

John H. Meyer

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

Deborah Meadows
Signature of official administering oath

DEBORAH MEADOWS, NOTARY
Print Name and Title

My commission expires on 05-20-23



Deborah A. Meadows
Notary Public, State of Ohio
My Commission Expires
05-20-23

EXHIBIT A-2

Authorizing Ordinance

VILLAGE OF CADIZ, HARRISON COUNTY, OHIO

RECORD OF ORDINANCE

Ordinance Number 2020-03

**AN ORDINANCE TO APPROVE THE MASTER AGREEMENT
TO PROVIDE SERVICES FOR THE VILLAGE OF CADIZ
ELECTRIC AGGREGATION PROGRAM**

WHEREAS, pursuant to Chapter 4928 of the Ohio Revised Code, to facilitate competitive retail electric service to promote electric savings, lower cost of electric supplies, and other benefits, certain governmental entities may aggregate certain electric consumers within the jurisdiction;

WHEREAS, on April 7, 2016, the Municipality approved an ordinance to establish an "opt-out" electric aggregation program (the "Electric Aggregation Program? Or the "Program") pursuant to Ohio Revised Code ("ORC") Section 4928.20, for the residents, businesses, and other electric consumers eligible to participate in the aggregation program (the "Program Participants"), and for that purpose, to take greater control over the electric purchasing decisions for the Municipality and its qualifying residents, with the desire to take advantage of the collective purchasing power of the Municipality for the benefit of the Program Participants;

WHEREAS, On August 18, 2018, the Municipality was most recently re-certified by the Public Utilities Commission of Ohio ("PUCO") as a governmental aggregator pursuant to Chapter 4901: 1-24, Ohio Administrative Code ("OAC") under Certificate #16-1107E (2);

WHEREAS, The Program will include members of the Program Participants, who are currently supplied by AEP Ohio, the local electric distribution utility ("Utility");

WHEREAS, The Municipality desires to select and use VE, during the term of this Agreement, as the exclusive provider of retail electric supply to the members of the Electric Aggregation Program at the pricing mutually agreed to by VE and the Municipality pursuant to the terms set forth in Section 2 of this Agreement;

WHEREAS, The "Program Participants" shall consist of all retain electric loads, except mercantile customers, that are located within the Municipality and for which there is a choice of supplier of that service, and who are otherwise eligible to participate in the governmental aggregation program;

WHEREAS, Revised Code 4928.20 (C) requires a governmental entity interested in the automatic registration of customers under governmental aggregation, subject to customer rights to "opt-out" of such an aggregation, to adopt a Master Agreement to Provide Services for its aggregation program.

NOW THEREFORE BE IT ORDAINED by the Council of the Village of Cadiz, County of Harrison, State of Ohio in session duly assembled:

SECTION 1: That this Council hereby adopts the Village of Cadiz Master Agreement to Provide Services, attached hereto for the implementation and administration of the Village's municipal electric aggregation program in accordance with Revised Code 4928.20 (C).

SECTION 2: This ordinance shall take effect at the earliest time allowed by law.

OSTA D. MASTROS
ATTORNEY AT LAW

P.O. Box 608
Dubenville, OH 43952
Ph: (740) 283-3330
Fax: (740) 283-2666
tamastros@hotmail.com

1st Publication: 3-14-20

2nd Publication: 3-21-20

1st Reading: March 5, 2020

2nd Reading: March 5, 2020

3rd Reading: March 5, 2020

Passed: 3-5-20

ATTEST: Amy Ossman
Amy Ossman, Clerk/Treasurer

APPROVED: John G. Migliore
John G. Migliore, Mayor

passed as emergency

EXHIBIT A-3

Operation and Governance Plan

MASTER AGREEMENT
TO PROVIDE ELECTRIC GENERATION SUPPLY AND RELATED SERVICES
BY AND BETWEEN
VILLAGE OF CADIZ
AND
VOLUNTEER ENERGY SERVICES, INC.

THIS AGREEMENT ("Agreement") is made this 9th day of March 2020, by and between **VILLAGE OF CADIZ** (the "Municipality") and **VOLUNTEER ENERGY SERVICES, INC.** ("VE"), acting by and through properly authorized officials (hereinafter the "Municipality" and VE may from time to time be referred to as a "Party" and together, as the "Parties").

WHEREAS

1. On April 7, 2016, the Municipality approved an ordinance to establish an "opt-out" electric aggregation program (the "Electric Aggregation Program" or the "Program") pursuant to Ohio Revised Code ("ORC") Section 4928.20, for the residents, businesses, and other electric consumers eligible to participate in the aggregation program (the "Program Participants"), and for that purpose, to take greater control over the electric purchasing decisions for the Municipality and its qualifying residents, with the desire to take advantage of the collective purchasing power of the Municipality for the benefit of the Program Participants.
2. On August 18, 2018, the Municipality was most recently re-certified by the Public Utilities Commission of Ohio ("PUCO") as a governmental aggregator pursuant to Chapter 4901:1-24, Ohio Administrative Code ("OAC") under Certificate #16-1107E (2).
3. The Program will include members of the Program Participants who are currently supplied by AEP Ohio, the local electric distribution utility ("Utility").
4. The Municipality desires to select and use VE, during the term of this Agreement, as the exclusive provider of retail electric supply to the members of the Electric Aggregation Program at the pricing mutually agreed to by VE and the Municipality pursuant to the terms set forth in Section 2 of this Agreement.
5. The "Program Participants" shall consist of all retail electric loads, except mercantile customers, that are located within the Municipality and for which there is a choice of supplier of that service, and who are otherwise eligible to participate in the governmental aggregation program.

NOW, THEREFORE, in consideration of the mutual promises, covenants, conditions, and terms to be kept and performed and the aforementioned recitals, which are incorporated herein by reference, the Parties agree as follows:

SECTION 1 GENERAL PROVISIONS

1.1 Electric Governmental Aggregation Program

Municipality shall take all actions necessary to maintain its certification as a governmental aggregator with the PUCO at all times through the term of this Agreement and any extension(s) hereof. Municipality shall have no financial responsibility whatsoever with respect to the Customers' obligations under this Agreement, and Municipality does not assume the credit risk for any nonpayment on behalf of any Customer (as defined below) in its Electric Aggregation Program.

1.2 Volunteer Energy Services, Inc.

VE is duly certified by the PUCO as a competitive retail electric service provider and, as such, is authorized to provide such services to serve the Municipality's residential and small commercial customers who do not opt out of the Program.

1.3 Customers

The end users in the Municipality's Electric Aggregation Program will be the residential and small commercial customers within the Municipality's political boundaries that do not opt out of the Program ("Customers") and who are otherwise eligible to participate. On behalf of the Customers, the Municipality reserves the right to approve the supplier's terms and conditions for the supplier's contracts with the Customers.

1.4 Utility

For the purposes of this Agreement, AEP Ohio is the electric distribution utility and shall provide electric distribution services for all electricity supplied under this Agreement.

SECTION 2 SCOPE OF WORK

The Municipality shall use VE as the exclusive provider of retail electric supply to the members of the Electric Aggregation Program at the pricing mutually agreed to by VE and the Municipality pursuant to the terms set forth herein. The Parties hereby agree to undertake, perform and complete the services and/or actions described below:

2.1 VE and the Municipality hereby agree that the rate Customers will pay for electric generation service provided by VE under the Electric Aggregation Program shall be as set forth in Attachment A hereto ("Billing Rates") and shall be subject to Attachment B ("Terms and Conditions").

2.2 VE will be responsible for the costs of obtaining the eligible customer list from the Utility and/or from any other resource it deems useful in creation of an accurate list. The Municipality will share its resources to help mitigate the cost of assembling and verifying this list and will request the eligible customer list from the Utility. It will be the responsibility of VE to approve the list to be used. VE shall perform, and the Municipality will assist, to the best of their abilities, in the necessary list cleansing to ensure that only those Customers who are eligible to participate are included on the list. VE and the Municipality acknowledge that the list acquired from the Utility is represented by the Utility to be a list properly cleansed to include only those Customers that are eligible for the Government Aggregation, as detailed in ORC Section 4928.20. To the extent the Utility fails to provide such a list, the Parties hereto expressly waive any claim against each other resulting from such failure by the Utility.

2.3 Upon notification and request to VE by a Customer who was eligible at the time of the initial opt-out notification and who remains eligible in accordance with ORC Sections 4928.20 and 4928.21(C), and OAC Rule 4901:1-21-17(E), VE shall enroll any such Customer wishing to join the Program. If an ineligible customer receives an opt-out notice and is enrolled in the Program, upon knowledge of or notice to VE, VE shall take immediate steps to return that customer to the Utility's standard service. VE will also be responsible for reimbursing any switching fee and negative differential charges resulting from the improper switch, if notified by a customer with a legitimate grievance.

2.4 VE shall print and mail opt-out notice packets to Customers that appear on the cleansed list. The packet shall contain an opt-out notice scripted by the Municipality, a terms and conditions page outlining Customer contract provisions scripted by VE and approved by the Municipality and may also include other information as agreed upon by the Municipality and VE. VE shall bear the costs associated with preparing, printing, and mailing the opt-out notice packets.

2.5 VE shall receive and organize the opt-out responses and prepare a final listing of those Customers to be enrolled in the program. VE will also handle the information sharing/verification process with the Utility for the transfer of accounts.

2.6 VE will utilize its customer call center resources to handle customer calls and concerns about the Program in a timely manner and provide information about the Program to Customers. Consistent with the PUCO rules, VE shall maintain a toll-free telephone number that will be provided in all written correspondence with Customers, as well as the VE website that can be used by Customers to obtain answers to frequently asked questions. VE understands that the Municipality is not equipped to handle large volumes of customer calls and will be dependent on VE for this function. The Municipality will remain available to answer questions regarding customer inquiries as needed by VE.

2.7 Consistent with ORC Section 4928.20(D), once timing is finalized between the Municipality and VE, VE will conduct an initial opt-out opportunity (the "Initial Opt-out"). VE will provide the services set forth in Sections 2.2 through this 2.7 with respect to a subsequent opt-out ("Interim Opt-out,") as it did for the Initial Opt-out. The purpose of the Interim Opt-outs is to provide an opportunity for newly-eligible Customers (by way of example only and not by way of limitation, a resident new to the

Municipality since the time of the list compilation for the Initial Opt-out) to take advantage of the Program. All Interim Opt-outs will be conducted in the same manner as the Initial Opt-Out, except that any price notifications may be provided in an expedited fashion, as long as a full opt-out notice has been provided within the term of this Agreement.

2.8 Notwithstanding anything to the contrary herein, VE agrees that, upon notification by any former Customer of the Program Participants and once provided with appropriate documentation, VE shall re-enroll any Customer who is in the Program and who moves to a new location within the Municipality and within the Utility's service territory. This can be accomplished as an opt-in enrollment. Appropriate documentation shall include a signed agreement, telephone verification of enrollment, or internet enrollment into the Program. The price, terms, and conditions, once re-enrolled, shall continue for the remainder of the Customer's initial term at the Customer's prior address, although in no event shall the term exceed the term of this Agreement. In addition, VE shall permit any new resident of the Municipality, who is within the Utility's service territory and who moves into any facility existing at the time of execution of this Agreement, to opt into the Program at the then current terms and conditions for the Program, for the remaining term of the Program as specified in this Agreement. Residents of newly constructed facilities, if eligible, will be permitted to enroll in the Program during Interim Opt-out notifications and may, in VE's sole discretion, be permitted to enroll in the Program as opt-in Customers, from time to time.

2.9 If applicable, any person enrolled in the Program shall have the opportunity to opt out of the Program every three (3) years, without paying a switching fee.

2.10 Any person who opts out of the Program either before the commencement of the Program, pursuant to the stated procedure, or later shall default to the standard service provided under ORC Section 4928.14 or 4928.35(D) until the person chooses an alternative supplier.

2.11 If the Utility charges a switching fee for all Customers choosing a new supplier under the Choice Program, VE agrees to pay this fee.

2.12 VE shall use commercially reasonable efforts (consistent with current VE operational standards and industry practice) to not knowingly and intentionally actively solicit residents or small businesses who qualify for participation in, and have not otherwise opted out or become or been made ineligible for, the Program (the "Program Audience") for service or rates outside the Program; provided, however, that the Parties acknowledge and agree that (i) the foregoing shall exclude solicitations by websites, generally available print or electronic media, general postings, or promotions or advertisements to the general public (including by print, newspaper or electronic postings) and all other passive solicitations; (ii) VE shall at no time be expected or required to monitor, restrict, limit or modify in any way its current operational practices in effect as of the Effective Date with respect to any sales channels or methods other than those that would directly, knowingly, and intentionally engage in active solicitations of the Program Audience (which shall not include any of the types of solicitations in clause (i)); and (iii) the fact alone that a member of the Program Audience may enroll or otherwise contract for service or rates

outside the Program through other sales means, such as by website or in response to general public promotions or other broker or referral channels, shall not be sufficient to constitute a breach of VE's obligations under this paragraph.

2.13 If a Customer of the Program Audience is improperly removed from the Program as set forth in Section 2.12 above and switched to another price or electric product offered by VE, upon knowledge of or notice to VE of the improper switch, VE shall take immediate steps to re-enroll the Customer under the then-current price, terms, and conditions of the Program. VE will be responsible to reimburse any switching fee and negative differential charges resulting from the improper switch.

2.14 VE's arrangements regarding electric supply shall comply with the Choice Program. VE will supply and manage deliveries to meet the full requirements of the Program Participant's electric supply requirements. Pricing shall not include Utility charges, fees, or expenses, other than as set forth in Section 2.11 hereof.

2.15 If the PUCO requires information or documents regarding the Aggregation, VE agrees to assist in compiling such information in the possession and control of VE.

SECTION 3 TIME OF PERFORMANCE AND TERM OF CONTRACT

3.1 This Agreement and VE's obligations under this Agreement shall commence on the **September 1, 2020 meter read date** (the "Effective Date") and shall terminate on the later of the **August 31, 2022 meter read date** or the date of commencement of another agreement related to aggregation Administrative Services by and between the Municipality and another such administrator ("Initial Term"), unless the Agreement is extended for an additional term(s) by mutual written agreement of the Municipality and VE.

3.2 The Municipality shall have the right to begin negotiations with VE and other electric suppliers during the term of this Agreement in order to ensure a seamless transition and continuation of the Program. If the Municipality chooses a different supplier upon the termination of this Agreement, VE shall cooperate with the Municipality and the new supplier in a timely manner in order to ensure a seamless transition to the new supplier. This would include providing a list of Customers who, according to VE's records, are participating in the Program at the time such request is made.

3.3 Should this Agreement terminate at the end of the Initial Term and a new supplier is not chosen, and if the Municipality and VE have not entered into any written modification, amendment, or renewal of this Agreement, VE shall take all actions reasonably necessary to return any Program Customers to the Utility upon expiration of the Program term.

SECTION 4 DELIVERIES

4.1 On and after the Effective Date and throughout the term of this Agreement, VE shall provide firm, full requirements electric supply to the Utility's distribution system in accordance with the Utility's delivery guidelines.

SECTION 5 BILLING AND PAYMENT

5.1 VE shall delegate the billing obligations to the Utility, such that Customers will receive an invoice for the Utility's charges and VE's charges on the same monthly bill. Payment will be due according to the Utility's billing schedule. Customer will make payment to the Utility. As an option, VE will offer budget billing to residential Customers in good standing. The budget billing amount is based on a projection of the Participating Customer's energy usage for the remaining term of the Program calculated using twelve (12) months historical usage, where available, plus an adder determined by VE to minimize future true-up amounts. If Customer fails to make any payments under this Agreement or fails to meet any agreed-upon payment arrangements, VE may terminate this agreement by giving Customer written notice of at least fourteen (14) calendar days. Customer's failure to pay the Utility's charges may result in the account(s) being disconnected in accordance with the Utility's tariff. If an account is switched back to the Utility for service, it may not be served under the same rates, terms and conditions that apply to other customers served by the Utility.

SECTION 6 NON-PERFORMANCE/TERMINATION

6.1 If VE fails to meet its obligations to deliver electric supply under this Agreement and its failure is not excused by any provision under this Agreement, then VE shall reimburse the Customers for any difference between VE's price and the price that the Customers pay for any replacement electric supplies plus reasonable costs to procure replacement electric supplies, as necessary to meet the Customers' needs due to VE's failure to perform.

6.2 A Party may terminate this Agreement prior to its natural expiration for: (i) a material breach of any of the terms contained herein by the other Party hereto which has not been cured within fifteen (15) days after written notice by the non-defaulting Party or such other cure period set forth in this Agreement, or (ii) in accordance with the following contingencies:

A. **Illegality.** Due to the adoption of or change in any applicable law or any interpretation of any applicable law by any judicial or governmental authority, it becomes unlawful for either Party or both Parties to perform any obligation under this Agreement or its Attachments.

B. **Adverse Government Action.** A regulatory, legislative or judicial body having jurisdiction over this Agreement (A) requires a material change to the terms of this Agreement that materially and adversely affects a Party or (B) takes action that adversely and materially impacts a Party's ability to perform or otherwise provide the services herein, or requires a delay in the performance of this Agreement that either Party determines to be unreasonable or (C) orders a change or modification that affects the Program such that either Party's obligations hereunder are materially changed, and the change is not deemed a Force Majeure event.

C. **Failure of the Municipality to maintain its status as a PUCO-certified Governmental Aggregator.**

D. Failure of VE to maintain its status as a PUCO-certified competitive retail electric service provider.

6.4 Regulatory Event – 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, or amended 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).

VE has no control over Regulatory Events. If any Regulatory Event materially increases VE's costs to perform under this Agreement, VE may promptly notify the Municipality that such a Regulatory Event has occurred and provide written notice to the Municipality of proposed new contract terms to Customer, including, without limitation, an increased price for the electricity delivered by VE under this Agreement. If VE proposes new contract terms in accordance with this clause, VE will provide written notice to the Municipality that identifies (1) the Regulatory Event(s) at issue, (2) the new contract terms proposed by VE, and (3) when the proposed date that the new contract terms will take effect. Upon the occurrence of a Regulatory Event, the Parties shall enter into good-faith negotiations to modify this Agreement so that VE will be restored to a similar economic position in its costs to perform under this Agreement that it would have been in but for the occurrence of the Regulatory Event. If the Parties are unable, within thirty (30) days of such notice, to modify this Agreement and agree on such restoration, VE may terminate this Agreement by 30-day written notice to the and will take all actions necessary to return all Customers in the Program to the Utility. VE shall pay any and all switching fees.

If any Regulatory Event materially decreases VE's costs to perform under this Agreement, VE using good faith and applying the same standard of review as when monitoring and interpreting potential Regulatory Events that materially affect VE by increasing its costs to perform, shall promptly notify the Municipality that such Regulatory Event has occurred and provide written notice of the proposed decrease in each Customer's then-current price, which decrease shall be based solely on VE's estimated decreased costs to perform as a result of the occurrence of such Regulatory Event, and the proposed date upon which such revised pricing shall be effective. The Parties acknowledge and agree that the Municipality, using good faith, also may promptly notify VE of a Regulatory Event and the resulting revised pricing if it has not been previously identified by VE. Upon the occurrence of a Regulatory Event, the Parties shall enter into good-faith negotiations to modify this Agreement so that Customers in the Program will receive the benefit of such Regulatory Event, which will reflect a decrease in the Customers' costs to obtain service under this Agreement resulting from the occurrence of the Regulatory

Event. If the Parties are unable, within thirty (30) days of such notice, to modify this Agreement and agree on such positive restoration, the Municipality may terminate this Agreement by 30-day written notice. If the Agreement is terminated, VE will work with the Municipality to take all actions necessary to return all Customers in the Program to the Utility.

Customer will have thirty (30) days from the date of the written notice to affirmatively accept or reject the new contract terms. If Customer does not affirmatively accept the new contract terms within thirty (30) days of the written notice, this Agreement will terminate without penalty on the next available meter read date after the expiration of the thirty-day notice period and processing by the electric utility and VE, after which Customer will return to Customer's electric utility or another Competitive Retail Electric Service (CRES) provider of Customer's choosing for electricity.

SECTION 7 FORCE MAJEURE

7.1 Force Majeure shall include, but not be limited to the following: (i) physical events such as Acts of God, landslides, lightning, earthquakes, fires, storms (including hurricanes), or storm warnings, which result in evacuation of the affected area, floods, washouts, explosions, breakage, accident, or necessity of repairs to machinery or equipment or transmission or distribution lines; (ii) weather-related events affecting an entire geographic region, such as low temperatures that cause failure of transmission or distribution lines; (iii) interruption and/or curtailment of primary transmission or distribution lines where such interruption directly affects electric supply deliveries under this Agreement; and (iv) acts of others such as strikes, lockouts, or other industrial disturbances, riots, sabotage, insurrections, terrorist acts, or wars. VE and the Municipality shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event or occurrence once it has occurred in order to resume performance.

7.2 Neither Party shall be entitled to the benefit of the provisions of Force Majeure to the extent performance is affected by any or all of the following circumstances: (i) the curtailment of interruptible transmission or distribution lines; (ii) the Party claiming excuse failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch; or (iii) economic hardship, to include, without limitation, VE's ability to sell electric supply at a higher or more advantageous price than the price under this Agreement or the Municipality's ability to purchase electric supply at a lower or more advantageous price than the price under this Agreement; or (iv) the loss or failure of VE's electric supply or depletion of supply, except, in either case, as provided in Section 7.1.

The Party whose performance is prevented by Force Majeure must provide notice to the other Party. Initial notice may be given orally; however, written notice with reasonably full particulars of the event or occurrence is required as soon as reasonably possible. The claiming Party shall exercise due diligence to remove the inability to perform as soon as reasonably possible, if possible. Upon providing written notice of Force Majeure to the other Party, the affected Party will be relieved of its obligation, other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure event, to make or accept delivery of electric supply, as applicable, to the extent and for

the duration of Force Majeure, and neither Party shall be deemed to have failed in such obligations to the other during such occurrence or event.

SECTION 8 INSURANCE

8.1 VE shall carry and maintain throughout the life of this Agreement such bodily injury and property damage liability insurance as will protect it and the parties against any and all claims for personal injury, including death, or property damage, which may arise out of or result from the performance of or operations under this Agreement or from the use of any vehicle(s) in connection therewith, and shall include coverage for indemnification as described above. VE shall name Municipality as an additional named insured on its policy.

Prior to commencement of this Agreement, VE shall present to the Municipality current certificates of insurance and shall maintain current such insurance during and throughout the entire term of this Agreement. Said insurance shall, at a minimum, be of a type which is customary in the industry and shall provide coverage in an amount that is both customary in the industry and equal to and covering all sums which VE may or shall become legally obligated to pay as damages. VE shall be responsible for any and all premiums for such policy(ies).

In addition to the rights and protections provided by the insurance policies as required above, the Municipality shall retain any and all such other and further rights and remedies as are available at law or in equity.

SECTION 9 INDEPENDENT CONTRACTOR

9.1 VE agrees that it shall act in performance of this Agreement as an independent contractor. No agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement.

VE assumes all responsibility for any and all federal, state, municipal, or other tax liabilities, along with workers compensation, unemployment compensation, contributions to retirement plans, and/or insurance premiums which may accrue and/or become due as a result of compensation received for services and/or deliverables rendered and/or received under or pursuant to this Agreement.

VE and/or its officers, officials, employees, representatives, agents, and/or volunteers are not entitled to any benefits enjoyed by employees of the Municipality.

SECTION 10 INDEPENDENT CONTRACTOR ACKNOWLEDGEMENT/NO CONTRIBUTION TO OPERS

10.1 The Municipality is a public employer as defined in ORC Section 145.01(D). The Municipality has classified VE as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System ("OPERS") for or on behalf of VE and/or its officers, officials, employees, representatives, agents, and/or volunteers for

services and/or deliverables rendered and/or received under or pursuant to this Agreement. VE acknowledges and agrees that the Municipality, in accordance with ORC Section 145.038(A) has informed it of such classification and that no contributions will be made to OPERS. If VE is an individual or has less than five (5) employees, VE, in support of being so informed and pursuant to ORC Section 145.038 agrees to and shall complete and shall have each of its employees complete an OPERS Independent Contractor Acknowledgement Form, which is attached hereto and incorporated herein as a part of this Agreement.

SECTION 11 CAMPAIGN FINANCE

11.1 Compliance with ORC Section 3517.13 and ORC Sections 3517.13 I(3) and J(3) require that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under ORC Chapter 1785, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in said sections of the ORC are in compliance with the applicable provisions of ORC Section 3517.13. VE, therefore, is required to complete the certificate/affidavit titled "Certification/Affidavit in Compliance with O.R.C. Section 3517.13," which is attached hereto and incorporated herein as part of this Agreement.

SECTION 12 CIVIL RIGHTS

12.1 The Parties agree that as a condition of this Agreement, there shall be no discrimination against any Customer or any employee because of race, color, sex, religion, national origin, handicap, sexual orientation, or any other factor as specified in Title VII of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that the Parties will comply with any and all applicable federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this Agreement. Any Party found to be out of compliance with this section may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Agreement.

The Parties agree as a condition of this Agreement to make all services provided pursuant to this Agreement accessible to the disabled/handicapped. The parties further agree as a condition of this Contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the applicable HHS regulations (45 CFR part 84) and all guidelines and interpretations issued pursuant thereto. Any Party found to be out of compliance with this section may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Agreement.

SECTION 13 DRUG FREE ENVIRONMENT

13.1 VE agrees to comply with all applicable state and federal laws regarding drug-free environment and shall have established and have in place a drug free workplace policy. VE shall make a good faith effort to ensure that all of its employees will not purchase, use, or possess illegal drugs or abuse prescription drugs or alcohol in any way while on the premises of the Municipality.

SECTION 14 LICENSES

14.1 VE certifies and warrants that it has obtained and maintains current all approvals, licenses, including operator licenses, certifications, and/or other qualifications (collectively, "Licenses") necessary to provide all of the services required pursuant to this Agreement and to conduct business in the State of Ohio. VE further certifies and warrants that all such Licenses are operative and current and have not been revoked or are not currently suspended for any reason.

SECTION 15 CONFIDENTIAL INFORMATION

15.1 Confidentiality. VE and Municipality agree to keep all proprietary and trade secret terms and provisions of this Agreement confidential to the extent permitted by law and subject to the requirements of ORC Section 149.43. Municipality and VE agree to make best efforts to notify the other Party when any request for such information is made by a third party; provided, however, each Party shall have the right to make such disclosures, if any, to government agencies and to its own agents, attorneys, auditors, accountants, and shareholders as may be reasonably necessary, so long as each Party makes reasonable efforts to maintain the confidentiality of such information being so disclosed, whether by use of protective orders or otherwise, as is afforded by the process in which the disclosures are made. If disclosure is sought through process of a court, or a state or federal regulatory agency, the Party from whom the disclosure is sought shall promptly notify the other Party to allow it the opportunity to participate in such proceedings.

SECTION 16 MISCELLANEOUS

16.1 Notices. Notices required by or regarding this Agreement or given pursuant to law shall, unless otherwise specified herein, be in writing and may be delivered by hand delivery, United States mail, overnight courier, facsimile, or email to the persons and addresses listed below, provided however that notice by email and facsimile shall only be effective if followed by written notice as aforesaid. Notice by hand delivery shall be effective at the close of business on the day actually received, if received during business hours on a business day, and otherwise shall be effective at the close of business on the next business day. Notice by overnight United States mail or other overnight courier shall be effective on the day it is received. Notice by United States mail other than overnight United States mail shall be deemed effective when so received. A Party may change its addresses by providing notice of said change in accordance herewith.

Municipality: Village of Cadiz
128 Court Street
Cadiz, Ohio 43907
Attn: Amy Ossman, clerk-treas@villageofcadiz.com

VE: Volunteer Energy Services, Inc.
Attn: John L. Einstein, IV, Esq.
790 Windmill Drive
Pickerington, Ohio 43147
Ph: 614-729-2325
Email: jeinstein@volunteerenergy.com

16.2 Entire Agreement. This Agreement, including all attachments hereto, contains all of the terms and conditions of this Agreement reached by the parties, and supersedes all prior oral or written agreements with respect to this Agreement. This Agreement may not be modified, amended, altered or supplemented, except by written agreement signed by all parties hereto. No waiver of any term, provision, or conditions of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.

16.3 Waivers. Any request for a waiver of the requirements and provisions of this Agreement shall be in writing and must be approved in writing by the non-waiving Party. The failure of either Party to insist upon strict performance of such requirements or provisions or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment of such requirements, provisions or rights.

16.4 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio without regard to any principles of conflicts of laws that would apply the law of another jurisdiction.

16.5 Controlling Provisions. In the event of any inconsistency between the terms herein and the terms of the attachments hereto, the provisions of this Agreement shall control.

16.6 Severability. Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction. The non-enforcement of any provision by either Party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or the remainder of this Agreement.

16.7 Assignment. This Agreement shall not be transferred or assigned by either Party without the express written authorization of the other Party, which authorization shall not be unreasonably withheld. Notwithstanding the foregoing, VE may, without the consent of Municipality or Customers, (a) transfer,

sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangement; (b) transfer or assign this Agreement to an affiliate of VE; or (c) transfer or assign this Agreement to any person or entity succeeding to all or a substantial portion of the assets of VE. Nonetheless, to the extent commercially reasonably practicable, VE shall provide Municipality with notice of said transfer or assignment pursuant to clause (b) or (c) of the immediately preceding sentence thirty (30) days prior to such transfer or assignment (but in any event shall provide prompt notice thereof). Upon an assignment pursuant to (b) or (c), Municipality and Customers agree that VE shall have no further obligations regarding future performance hereunder. Either Party's assignee shall agree in writing to be bound by the terms and conditions of this Agreement, including the attachments. Subject to the foregoing, this Agreement and its attachments shall be binding upon and inure to the benefit of any permitted successors and assigns, to the extent permitted by law.

16.8 Forward Contract. The Parties acknowledge and agree that (a) this Agreement constitutes a forward contract within the meaning of the United States Bankruptcy Code, and (b) VE is a forward contract merchant.

16.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one instrument. Any counterpart may be executed and evidenced by signature transmitted by facsimile, e-mail or other electronic means as though it were an original.

16.10 No Third-Party Beneficiaries. This Agreement confers no rights or remedies whatsoever upon any person or entity other than the Parties and shall not create, or be interpreted as creating, any standard of care, duty or liability to any person or entity not a Party hereto. Except as set forth in this Section 16.10 and Article 14, neither Party shall be liable to a third party not a Party to this Agreement for any unauthorized act or omission on the part of the other Party or for any unauthorized obligation or debt incurred by the other Party.

16.11 Authority. The Municipality and VE each represent and warrants that it has full and complete authority to enter into and perform this Agreement. Each person who executes this Agreement on behalf of either Party represents and warrants that he or she has full and complete authority to do so and that such Party will be bound thereby.

16.12 Community Reinvestment. VESI recognizes the difficult job facing elected and appointed officials in running and maintaining our local communities, therefore as part of VESI Community Reinvestment Program, VESI will contribute \$0.000125 per kWh of electricity supplied through the aggregation program to the Municipality. These funds are to be deposited into a special account established by the Municipality. It is agreed by the Municipality and VESI that these funds will be used as the Municipality's matching grant funds for programs such as, but not limited to programs like CDBG (Community Development Block Grants), Issue II, Transportation Enhancement, etc., or for any project which the Municipality approves by resolution or by ordinance. It shall be the Municipality's decision on which grant programs these funds should be used for. It is the intent of VESI to allow as much

flexibility as possible in the decision-making process. These funds can be combined from year to year. These funds will be paid to the Municipality as long as they remain in choice program with VESI. These funds will be paid to the Municipality on an annual basis.

SECTION 17 APPLICABLE LAW

This Agreement and all provisions herein will be governed by and interpreted under Ohio laws. Any and all litigation between VE and the Municipality related to this Agreement shall be brought in either a state or federal court located within the State of Ohio.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first mentioned above.

VOLUNTEER ENERGY SERVICES, INC.

VILLAGE OF CADIZ

By: Richard A. Curnutte Sr.

Print: Richard A. Curnutte Sr.

Title: President

Date: 4/23/20

By: John D. Migliore

Print: Mayor John Migliore

Title: Mayor

Date: 4.23.20



DO NOT DISCARD:
Important Electric Aggregation
Information Enclosed.

Welcome to the Village of Cadiz
Electric Aggregation Program!

August 4, 2020

Dear Electric Consumer,

The Village of Cadiz has selected Volunteer Energy as its preferred supplier for its Electric Governmental Aggregation Program. Under this 2015 voter approved program, city officials bring together citizens in order to gain buying power for the purchase of electric from a retail supplier certified by the Public Utilities Commission of Ohio. The opt out aggregation program is for meter read dates September 2020 through August 2022. **Volunteer Energy is pleased to offer a fixed electricity rate of \$0.04866 per kWh for eligible Village of Cadiz residents and small businesses.**

You are automatically enrolled.

As an eligible Village of Cadiz resident or small business, you are automatically enrolled and do not need to take any further steps in order to receive this negotiated rate. There is no cost for enrollment and you will not be charged a switching fee. Or, you may choose at this time to opt-out of the program by taking the steps outlined below. After you become a participant in the Village of Cadiz electric aggregation program, AEP Ohio will send a letter confirming your selection of Volunteer Energy as your electric provider. As required by law, this letter will inform you of your option to cancel your enrollment with Volunteer Energy within seven (7) calendar days of its postmark date. To remain in the Village of Cadiz government aggregation program, you don't need to take any action when this letter arrives. You will be automatically enrolled. To learn more about Volunteer Energy and the Governmental Aggregation Program please see the enclosed Terms and Conditions and Frequently Asked Questions (FAQs).

If you choose to opt-out.

You don't need to do anything to get this exclusive rate. However, if you decide not to participate in the program, we must receive your opt-out response by August 25, 2020 either by mail or phone.

mail — Return the completed form below to:

Village of Cadiz Governmental Aggregation Program
Volunteer Energy
790 Windmill Drive
Pickerington, OH 43147

phone — Call 800-977-8374 and speak directly with a Volunteer Energy representative.



ABOUT THE PROGRAM

- Because of your community's buying power, you'll receive an fixed electric fixed rate of \$0.04866 per kWh for residential and small businesses through August 2022 meter read.
- You will still receive one bill from AEP Ohio. That bill will simply list Volunteer Energy as your electric supplier, along with your negotiated rate.
- You will still contact AEP Ohio for all service calls and emergencies.
- Budget billing is available. If you wish to enroll in the budget billing program for Generation Services, please call Volunteer Energy at 1-800-977-8374.

VolunteerEnergy.com/what-is-energy-aggregation/

The Terms and Conditions govern your participation in the program. Please do not contact the Village of Cadiz. If you have additional questions about this offer, contact Volunteer Energy, Ohio supplier certification # 15-950-E(3). If you choose to opt-out, or if you choose to leave the program at a later date, you will be served by the standard service offer of AEP Ohio or until you choose an alternative supplier of electric service.

AGGREGATION PROGRAM OPT-OUT FORM

☐ I do NOT want to participate in the Village of Cadiz Electric Governmental Aggregation Program.

Governmental Aggregation opt-out number:



service address:

EMAIL ADDRESS

PHONE

SIGNATURE REQUIRED Account Holder

PRINTED NAME

DATE

ACCOUNT HOLDER'S SIGNATURE

☐ Check here if any of the information above is incorrect. Please make corrections below.

Name

Address

Detach completed form and return by August 25, 2020 to: **The Village of Cadiz Governmental Aggregation Program, Volunteer Energy, 790 Windmill Drive, Pickerington, OH 43147**

Attachment A
to
Government Aggregation Master Retail Electric Supply Agreement
between
Village of Cadiz
and
Volunteer Energy Services, Inc.

TERM: September 1, 2020 through August 31, 2022

PRICING:

Residential (RS)

The Customer shall pay VE an energy charge that is equal to **\$0.04866 per kWh** multiplied by the metered energy for the monthly billing cycle. Price is exclusive of distribution service charges and other non-bypassable EDU charges and fees.

Commercial (consumption below 700,000 kWh annually)

Price is exclusive of distribution service charges and other non-bypassable Utility charges and fees.

The Customer shall pay VE an energy charge that is equal to **\$0.04866 per kWh** multiplied by the metered energy for the monthly billing cycle. Price is exclusive of distribution service charges and other non-bypassable Utility charges and fees.

Mercantile Accounts:

National accounts as well as any eligible commercial accounts with annual usage over 700,000 kWh must "opt-in" at VE's sole discretion to accept, in order to participate in the Program.

Termination Fee:

Residential Accounts - \$0.00

Commercial Accounts: \$0.00



Attachment B

Electric Aggregation Terms and Conditions

I. ENERGY SERVICES

During the relevant term Volunteer Energy Services, Inc. ("VE") shall supply and deliver to Customer all of the retail energy requirements at each Service Location (the "Retail Energy"). The Retail Energy is delivered to the distribution system's interconnection point (each, a "Delivery Point") of the relevant electric distribution company ("EDC"), and the relevant EDC is responsible for delivery of the Retail Energy to Customer's meter at and from that point. Customer designates VE as an authorized recipient of Customer's account, billing and usage information. Customer consents to the disclosure by each EDC to VE of certain basic information about Customer including: account number, meter number, meter read data, rate class, billing and payment information, account name, service address, billing address, and telephone number.

II. TERM OF AGREEMENT

VE shall use commercially reasonable efforts to commence service under this Agreement upon the later the start date referenced in the Opt-Out Letter or the first available meter read date, as determined by the EDC, after the date hereof, and after VE receives confirmation that the EDC has completed its processing and has accepted the delivery service request (the "Start Date"). VE shall not be liable for any lost savings or lost opportunity as a result of a delay in service commencement due to actions or inactions of the EDC. The term of this Agreement shall continue through **August 31, 2022** unless sooner terminated hereunder. Customer shall have the opportunity to opt-out of the aggregation program at least every three years without penalty.

III. PRICING

This is a full requirements Agreement for residential and small commercial customers. Residential and Small Commercial customers, you agree to pay the Price of **\$0.04866/kWh** to total usage per Account as reported by the Utility each month. The Price includes energy, congestion, capacity, ancillary services, losses, Auction Revenue Rights ("ARR"), and Renewable Portfolio Standards (RPS) compliance costs. Unless otherwise noted, the Rate does not include taxes, regulated charges from the Utility, including, but not limited to, Utility delivery and distribution charges, customer account fees or other Utility transmission charges. Customer agrees to maintain electric usage patterns similar to those exhibited within the preceding 365 calendar days.

IV. BILLING and PAYMENT

A. General Billing and Payment Terms: VE shall provide monthly invoices, either through utility consolidated billing (UCB) or supplier consolidated billing (SCB). VE may estimate bills in cases where actual billing determinants are unavailable, and estimated bills shall be adjusted as soon as reasonably

practicable. In the event Customer is billed by VE, Customer shall pay all amounts owing within fourteen (14) days after issuance of the invoice. In the event Customer is billed by the EDC, payment is due to the EDC by the date specified in its bill. Late payments shall incur interest charges at a rate of interest equal to a per annum rate of eighteen percent (18%) or the maximum allowed under applicable law, whichever is less. In any instance where any payment to VE is declined by the issuing institution, Customer shall be assessed a charge of \$30 or the maximum allowed under applicable law (whichever is less) per declined payment. Customer shall be liable for all costs incurred by VE, including attorney's fees, for collections on accounts greater than thirty (30) calendar days past due. As an option, VE will offer **budget billing** to residential Customers in good standing. The budget billing amount is based on a projection of the participating Customer's energy usage for the remaining term of the Program calculated using twelve (12) months historical usage, where available, plus an adder determined by VE to minimize future true-up amounts.

B. Disputes and Adjustments of Invoices: Customer may, in good faith, dispute in writing the correctness of any invoice. In the event that an invoice or portion thereof is disputed, payment of the undisputed portion of the invoice shall be made within normal terms, with notice of the dispute given to VE in writing and stating the amount and basis for the dispute. If you have a complaint, you may call VE's Customer Support Line at (800) 977-8374 every Monday through Friday (excluding holidays) from 8:30 AM through 4:30 PM. If your complaint is not resolved after you have called your electric supplier and/or your electric utility, or for general utility information, residential and business customers may contact the public utilities commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). All customers have the right to contact the PUCO regarding complaints and disputes: The Ohio consumers' council (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.pickocc.org>. Upon resolution of the dispute, any required payment shall be made within five (5) business days of such resolution along with interest accrued at the per annum rate of eighteen percent (18%) or the maximum allowed under applicable law, whichever is less.

V. RENEWAL OF AGREEMENT

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



Attachment B

Electric Aggregation Terms and Conditions

VI. CONFIDENTIALITY

Both Parties agree that the terms and conditions of this Agreement shall remain confidential, except for any required disclosure to any regulatory body, governmental entity or agency having jurisdiction, or disclosure to accountants, attorneys, or other professionals acting on behalf of the disclosing Party.

VII. NOTICES

Any notice or other document to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be delivered to any of the address specified on Offer.

VIII. EVENTS OF DEFAULT

A. Definition: An "Event of Default" shall mean, with respect to the applicable Party to whom the following applies (the "Defaulting Party"), the occurrence of any of the following: (a) the failure of such Party to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within three (3) business days after written notice and demand of payment; (b) any representation or warranty made by such Party herein being false or misleading in any material respect when made or ceases to remain true during any term; (c) the failure of such Party to perform any obligation set forth in this Agreement and such failure is not remedied within five (5) business days after written notice; (d) Customer files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action bankruptcy or (e) Customer's failure to cooperate with VE as reasonably required in order for VE to perform its obligations under this Agreement.

B. Suspension and No Early Termination: If an Event of Default occurs, the Party that is not the Defaulting Party (the "Non-Defaulting Party") may, at its option and in its sole discretion, take any one or more of the following actions (1) suspend its performance under this Agreement; or (2) terminate this Agreement by sending written notice to the Defaulting Party provided the termination date for this Agreement (the "Early Termination Notice"). In the event of such suspension or an early termination, Customer shall pay to VE all amounts owed under this Agreement, including amounts owed for delivered performance, whether or not then invoiced. **There is no early termination fee.** However, if you switch back to AEP Ohio, you may not be served under the same rates, terms, and conditions that apply to other customers served by the electric utility.

IX. FORCE MAJEURE

"Force Majeure" shall mean an event which prevents the claiming party (the "Claiming Party") from performing its obligations and is not within the reasonable control of, or the result of the negligence of, the Claiming Party, such as, but not

limited to, acts of God; fire; flood; terrorism; breach by the EDC; electric grid interruption; earthquake; war; riot; actions or failure to act on the part of governmental authorities. The non-Claiming Party shall not be required to perform its obligations to the Claiming Party for the period of the Force Majeure. If the Force Majeure continues for a period in excess of thirty (30) calendar days (an "Extended Force Majeure Event"), the performing Party may terminate this Agreement by providing the other Party written notice of the early termination, without the termination for an Extended Force Majeure Event constituting an Event of Default.

X. GOVERNING LAW AND WAIVER OF JURY TRIAL

This Agreement shall be governed by the laws of the State of Ohio, without regard to its choice of law provisions. Any action arising out of this Agreement shall be filed in the Court of Common Pleas, Franklin County, Ohio. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE RIGHT TO TRIAL BY JURY OF ANY SIZE IS IRREVOCABLY WAIVED.

XI. CHANGES IN LAW OR REGULATION

In the event that any change in any statute, rule, regulation, order or other law, or procedure, tariff, rate class or other process or charge, promulgated by any governmental authority or EDC, Independent Service Operator ("ISO"), Regional Transmission Operator ("RTO") or other regulated service provider, alters to the detriment of VE its costs to perform or its economic returns (including, but not limited to, increases in Customer's capacity tag or increases in capacity charges unknowable as of the Start Date) under this Agreement VE may revise the pricing under this Agreement to eliminate the impact of such. Before any such price revision, VE shall provide written notice to Customer with the resulting price revisions, and the date upon which such revised pricing shall be effective. Customer shall pay the revised price described in such notice, and all other terms and conditions of this Agreement shall remain in full force and effect.

XII. SEVERABILITY

The various provisions of this Agreement are severable. Any provision or section of this Agreement declared or rendered void, unlawful, or otherwise unenforceable shall not otherwise affect the lawful obligations that arise under this Agreement.

XIII. INDEMNITY

VE shall defend, indemnify, and hold Customer harmless against all claims and liabilities resulting from VE's negligence or breach of this Agreement and arising prior to the delivery of the Retail Energy to the relevant Delivery Point, except to the extent such claims and liabilities arise out of Customer's negligence or breach of this Agreement. Customer shall assume full responsibility for any damages or losses relating to



790 Windmill Dr
Pickerington, Ohio 43147
Toll Free: 800-977-VESI
Fax: 614-856-3301

Attachment B

Electric Aggregation Terms and Conditions

the delivery of the Retail Energy at and after its delivery to the relevant Delivery Point and shall defend, indemnify, and hold VE harmless against all claims and liabilities arising at and after the delivery of the Retail Energy to the relevant Delivery Point, except to the extent such claims and liabilities arise out of VE's negligence or breach of this Agreement.

XIV. ASSIGNMENT

This Agreement shall be binding on and inure to the benefit of each Party's successors and permitted assigns. Neither Party shall assign this Agreement or its rights without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed.

XV. WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY

VE warrants title to all Retail Energy delivered hereunder and sells such Retail Energy to Customer free from liens and adverse claims. THIS IS VE'S ONLY WARRANTY CONCERNING THE SERVICES PROVIDED HEREUNDER AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE. EXCEPT AS PART OF ANY PAYMENT OF THE SETTLEMENT AMOUNT IN ACCORDANCE WITH THE TERMS HEREOF, NEITHER PARTY SHALL BE RESPONSIBLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES. IN ADDITION, VE'S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE TOTAL OF THE FIRST TWO VE INVOICES REFLECTING THE ENERGY COST SPECIFIC TO CUSTOMER'S METER READS AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE EXPRESSLY WAIVED. TO THE MAXIMUM EXTENT POSSIBLE UNDER LAW, ARTICLE 2 OF THE UNIFORM COMMERCIAL CODE SHALL APPLY TO THE RETAIL ENERGY SOLD HEREUNDER.

P.S. Remember to return the opt-out form only if you do not want to participate in the Municipality's Governmental Aggregation Program.

OPT-OUT FORM FOR THE VILLAGE OF CADIZ ELECTRIC GOVERNMENTAL AGGREGATION PROGRAM

I wish to opt out of the Village of Cadiz Electric Governmental Aggregation Program

Service Address: _____

Phone Number: _____ Account Number: _____

Printed Name: _____ Date: _____

Account holder's signature: _____

Mail by _____ To: Village of Cadiz Electric Governmental Aggregation Program; 790 Windmill Drive, Pickerington, OH 43147

XVI. ENTIRE AGREEMENT; AMENDMENT

This Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof. This Agreement may only be amended by a written instrument executed by both Parties. This Agreement is effective only upon Customer's execution and VE's subsequent execution or performance of this Agreement.

XVII. ELIGIBILITY

Participation in the program is limited to residents that have not been previously removed from the Program due to non-payment. Additionally, properties with on-site generation are not eligible and will be removed upon notice of on-site generation by the utility to VE.

XVIII. STATE DISCLOSURES/RESCISSION

VE's Ohio Certification Number is 15-950E(3) as a CRES. Customer has the right to request from VE twice within a twelve (12) month period up to twenty-four (24) months of Customer's payment history without charge; Customer may be charged switching fees by the EDC. VE is prohibited from disclosing a customer's social security number and/or account number(s) without the customer's consent except to its own collections and credit reporting, participation in programs funded by the universal service fund pursuant to section 4928.52 of the Revised Code, or assigning a customer contract to another CRES provider.

Rescission: As a Residential you have the right to rescind this Agreement within seven (7) calendar days from the date of postmark of the Utility's confirmation notice you will receive upon enrollment with VESI. You may rescind by either contacting us at 800-977-VESI toll free during normal business hours or fax us a detailed written request to cancel at 614-856-3301. If you contact your Utility to rescind this Agreement, your Utility will give you a cancellation number to confirm the cancellation.

EXHIBIT A-4

Automatic Aggregation Disclosure – “Opt-out” Form



DO NOT DISCARD:
Important Electric Aggregation
Information Enclosed.

Welcome to the Village of Cadiz
Electric Aggregation Program!

August 4, 2020

Dear Electric Consumer,

The Village of Cadiz has selected Volunteer Energy as its preferred supplier for its Electric Governmental Aggregation Program. Under this 2015 voter approved program, city officials bring together citizens in order to gain buying power for the purchase of electric from a retail supplier certified by the Public Utilities Commission of Ohio. The opt out aggregation program is for meter read dates September 2020 through August 2022. **Volunteer Energy is pleased to offer a fixed electricity rate of \$0.04866 per kWh for eligible Village of Cadiz residents and small businesses.**

You are automatically enrolled.

As an eligible Village of Cadiz resident or small business, you are automatically enrolled and do not need to take any further steps in order to receive this negotiated rate. There is no cost for enrollment and you will not be charged a switching fee. Or, you may choose at this time to opt-out of the program by taking the steps outlined below. After you become a participant in the Village of Cadiz electric aggregation program, AEP Ohio will send a letter confirming your selection of Volunteer Energy as your electric provider. As required by law, this letter will inform you of your option to cancel your enrollment with Volunteer Energy within seven (7) calendar days of its postmark date. To remain in the Village of Cadiz government aggregation program, you don't need to take any action when this letter arrives. You will be automatically enrolled. To learn more about Volunteer Energy and the Governmental Aggregation Program please see the enclosed Terms and Conditions and Frequently Asked Questions (FAQs).

If you choose to opt-out.

You don't need to do anything to get this exclusive rate. However, if you decide not to participate in the program, we must receive your opt-out response by August 25, 2020 either by mail or phone.

mail — Return the completed form below to:
Village of Cadiz Governmental Aggregation Program
Volunteer Energy
790 Windmill Drive
Pickerington, OH 43147

phone — Call 800-977-8374 and speak directly with a Volunteer Energy representative.



ABOUT THE PROGRAM

- Because of your community's buying power, you'll receive an fixed electric fixed rate of \$0.04866 per kWh for residential and small businesses through August 2022 meter read.
- You will still receive one bill from AEP Ohio. That bill will simply list Volunteer Energy as your electric supplier, along with your negotiated rate.
- You will still contact AEP Ohio for all service calls and emergencies.
- Budget billing is available. If you wish to enroll in the budget billing program for Generation Services, please call Volunteer Energy at 1-800-977-8374.

VolunteerEnergy.com/what-is-energy-aggregation/

The Terms and Conditions govern your participation in the program. Please do not contact the Village of Cadiz. If you have additional questions about this offer, contact Volunteer Energy, Ohio supplier certification # 15-950-E(3). If you choose to opt-out, or if you choose to leave the program at a later date, you will be served by the standard service offer of AEP Ohio or until you choose an alternative supplier of electric service.

AGGREGATION PROGRAM OPT-OUT FORM

☐ I do NOT want to participate in the Village of Cadiz Electric Governmental Aggregation Program.

Governmental Aggregation opt-out number:



service address:

EMAIL ADDRESS

PHONE

SIGNATURE REQUIRED Account Holder

PRINTED NAME

DATE

ACCOUNT HOLDER'S SIGNATURE

☐ Check here if any of the information above is incorrect. Please make corrections below.

Name

Address

Detach completed form and return by August 25, 2020 to: **The Village of Cadiz Governmental Aggregation Program, Volunteer Energy, 790 Windmill Drive, Pickerington, OH 43147**



ELECTRIC AGGREGATION TERMS AND CONDITIONS

KEEP FOR YOUR RECORDS

UTILITY..... AEP Ohio
RATE PLAN Village of Cadiz Electric Aggregation Rate
INITIAL PRICE & TERMS Fixed rate of \$0.04866/kWh for eligible residents and small commercial businesses
CANCELLATION FEE..... None

I. ENERGY SERVICES

During the relevant term Volunteer Energy Services, Inc. ("VE") shall supply and deliver to Customer all of the retail energy requirements at each Service Location (the "Retail Energy"). The Retail Energy is delivered to the distribution system's interconnection point (each, a "Delivery Point") of the relevant electric distribution company ("EDC"), and the relevant EDC is responsible for delivery of the Retail Energy to Customer's meter at and from that point. Customer designates VE as an authorized recipient of Customer's account, billing and usage information. Customer consents to the disclosure by each EDC to VE of certain basic information about Customer including: account number, meter number, meter read data, rate class, billing and payment information, account name, service address, billing address, and telephone number.

II. TERM OF AGREEMENT

VE shall use commercially reasonable efforts to commence service under this Agreement upon the later the start date referenced in the Opt-Out Letter or the first available meter read date, as determined by the EDC, after the date hereof, and after VE receives confirmation that the EDC has completed its processing and has accepted the delivery service request (the "Start Date"). VE shall not be liable for any lost savings or lost opportunity as a result of a delay in service commencement due to actions or inactions of the EDC. **The term of this Agreement shall continue through August 2022 meter read date unless sooner terminated hereunder.** Customer shall have the opportunity to opt-out of the aggregation program at least every three years without penalty.

III. PRICING

This is a full requirements Agreement for residential and small commercial customers. **Residential and small commercial customers you agree to pay the Price of \$0.04866/kWh to total usage per Account as reported by the Utility each month.** The Price includes energy, congestion, capacity, ancillary services, losses, Auction Revenue Rights ("ARR"), and Renewable Portfolio Standards (RPS) compliance costs. Unless otherwise noted, the Rate does not include taxes, regulated charges from the Utility, including, but not limited to, Utility delivery and distribution charges, customer account fees or other Utility transmission charges. Customer agrees to maintain electric usage patterns similar to those exhibited within the preceding 365 calendar days.

IV. BILLING and PAYMENT

A. General Billing and Payment Terms: VE shall provide monthly invoices, either through utility consolidated billing (UCB) or supplier consolidated billing (SCB). VE may estimate bills in cases where actual billing determinants are unavailable, and estimated bills shall be adjusted as soon as reasonably practicable. In the event Customer is billed by VE, Customer shall pay all amounts owing within fourteen (14) days after issuance of the invoice. In the event Customer is billed by the EDC, payment is due to the EDC by the date specified in its bill. Late payments shall incur interest charges at a rate of interest equal to a per annum rate of eighteen percent (18%) or the maximum allowed under applicable law, whichever is less. In any instance where any payment to VE is declined by the issuing institution, Customer shall be assessed a charge of \$30 or the maximum allowed under applicable law (whichever is less) per declined payment. Customer shall be liable for all costs incurred by VE, including attorney's fees, for collections on accounts greater than thirty (30) calendar days past due. As an option, VE will offer **budget billing** to residential Customers in good standing. The budget billing amount is based on a projection of the participating Customer's energy usage for the remaining term of the Program calculated using twelve (12) months historical usage, where available, plus an adder determined by VE to minimize future true-up amounts.

B. Disputes and Adjustments of Invoices: Customer may, in good faith, dispute in writing the correctness of any invoice. In the event that an invoice or portion thereof is disputed, payment of the undisputed portion of the invoice shall be made within normal terms, with notice of the dispute given to VE in writing and stating the amount and basis for the dispute. If you have a complaint, you may call VE's Customer Support Line at (800) 977-8374 every Monday through Friday (excluding holidays) from 8:30 AM through 4:30 PM "If your complaint is not resolved after you have called your electric supplier and/or your electric utility, or for general utility information, residential and business customers may contact the public utilities commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via

7-1-1 (Ohio relay service). All customers have the right to contact the PUCO regarding complaints and disputes: The Ohio consumers' council (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.pickocc.org>. Upon resolution of the dispute, any required payment shall be made within five (5) business days of such resolution along with interest accrued at the per annum rate of eighteen percent (18%) or the maximum allowed under applicable law, whichever is less.

V. RENEWAL OF AGREEMENT

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

VI. CONFIDENTIALITY

Both Parties agree that the terms and conditions of this Agreement shall remain confidential, except for any required disclosure to any regulatory body, governmental entity or agency having jurisdiction, or disclosure to accountants, attorneys, or other professionals acting on behalf of the disclosing Party.

VII. NOTICES

Any notice or other document to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be delivered to any of the address specified on Offer.

VIII. EVENTS OF DEFAULT

A. Definition: An "Event of Default" shall mean, with respect to the applicable Party to whom the following applies (the "Defaulting Party"), the occurrence of any of the following: (a) the failure of such Party to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within three (3) business days after written notice and demand of payment; (b) any representation or warranty made by such Party herein being false or misleading in any material respect when made or ceases to remain true during any term; (c) the failure of such Party to perform any obligation set forth in this Agreement and such failure is not remedied within five (5) business days after written notice; (d) Customer files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action bankruptcy or (e) Customer's failure to cooperate with VE as reasonably required in order for VE to perform its obligations under this Agreement.

B. Suspension and No Early Termination: If an Event of Default occurs, the Party that is not the Defaulting Party (the "Non-Defaulting Party") may, at its option and in its sole discretion, take any one or more of the following actions (1) suspend its performance under this Agreement; or (2) terminate this Agreement by sending written notice to the Defaulting Party provided the termination date for this Agreement (the "Early Termination Notice"). In the event of such suspension or an early termination, Customer shall pay to VE all amounts owed under this Agreement, including amounts owed for delivered performance, whether or not then invoiced. There is no early termination fee. However, if you switch back to AEP Ohio, you may not be served under the same rates, terms, and conditions that apply to other customers served by the electric utility.

IX. FORCE MAJEURE

"Force Majeure" shall mean an event which prevents the claiming party (the "Claiming Party") from performing its obligations and is not within the reasonable control of, or the result of the negligence of, the Claiming Party, such as, but not limited to, acts of God; fire; flood; terrorism; breach by the EDC; electric grid interruption; earthquake; war; riot; actions or failure to act on the part of governmental authorities. The non-Claiming Party shall not be required to perform its obligations to the Claiming Party for the period of the Force Majeure. If the Force Majeure continues for a period in excess of thirty (30) calendar days (an "Extended Force Majeure Event"), the performing Party may terminate this Agreement by providing the other Party written notice of the early termination, without the termination for an Extended Force Majeure Event constituting an Event of Default.

X. GOVERNING LAW AND WAIVER OF JURY TRIAL

This Agreement shall be governed by the laws of the State of Ohio, without regard to its choice of law provisions. Any action arising out of this Agreement shall be filed in the Court of Common Pleas, Franklin County, Ohio. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE RIGHT TO TRIAL BY



ELECTRIC AGGREGATION TERMS AND CONDITIONS

KEEP FOR YOUR RECORDS

JURY OF ANY SIZE IS IRREVOCABLY WAIVED.

XI. CHANGES IN LAW OR REGULATION

In the event that any change in any statute, rule, regulation, order or other law, or procedure, tariff, rate class or other process or charge, promulgated by any governmental authority or EDC, Independent Service Operator ("ISO"), Regional Transmission Operator ("RTO") or other regulated service provider, alters to the detriment of VE its costs to perform or its economic returns (including, but not limited to, increases in Customer's capacity tag or increases in capacity charges unknowable as of the Start Date) under this Agreement VE may revise the pricing under this Agreement to eliminate the impact of such. Before any such price revision, VE shall provide written notice to Customer with the resulting price revisions, and the date upon which such revised pricing shall be effective. Customer shall pay the revised price described in such notice, and all other terms and conditions of this Agreement shall remain in full force and effect.

XII. SEVERABILITY

The various provisions of this Agreement are severable. Any provision or section of this Agreement declared or rendered void, unlawful, or otherwise unenforceable shall not otherwise affect the lawful obligations that arise under this Agreement.

XIII. INDEMNITY

VE shall defend, indemnify, and hold Customer harmless against all claims and liabilities resulting from VE's negligence or breach of this Agreement and arising prior to the delivery of the Retail Energy to the relevant Delivery Point, except to the extent such claims and liabilities arise out of Customer's negligence or breach of this Agreement. Customer shall assume full responsibility for any damages or losses relating to the delivery of the Retail Energy at and after its delivery to the relevant Delivery Point and shall defend, indemnify, and hold VE harmless against all claims and liabilities arising at and after the delivery of the Retail Energy to the relevant Delivery Point, except to the extent such claims and liabilities arise out of VE's negligence or breach of this Agreement.

XIV. ASSIGNMENT

This Agreement shall be binding on and inure to the benefit of each Party's successors and permitted assigns. Neither Party shall assign this Agreement or its rights without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed.

XV. WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY

VE warrants title to all Retail Energy delivered hereunder and sells such Retail Energy to Customer free from liens and adverse claims. THIS IS VE'S ONLY WARRANTY CONCERNING THE SERVICES PROVIDED HEREUNDER AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE. EXCEPT AS PART OF ANY PAYMENT OF THE SETTLEMENT AMOUNT IN ACCORDANCE WITH THE TERMS HEREOF, NEITHER PARTY SHALL BE RESPONSIBLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES. IN ADDITION, VE'S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE TOTAL OF THE FIRST TWO VE INVOICES REFLECTING THE ENERGY COST SPECIFIC TO CUSTOMER'S METER READS AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE EXPRESSLY WAIVED. TO THE MAXIMUM EXTENT POSSIBLE UNDER LAW, ARTICLE 2 OF THE UNIFORM COMMERCIAL

CODE SHALL APPLY TO THE RETAIL ENERGY SOLD HEREUNDER.

XVI. ENTIRE AGREEMENT; AMENDMENT

This Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof. This Agreement may only be amended by a written instrument executed by both Parties. This Agreement is effective only upon Customer's execution and VE's subsequent execution or performance of this Agreement.

XVII. ELIGIBILITY

Participation in the program is limited to residents that have not been previously removed from the Program due to non-payment. Additionally, properties with on-site generation are not eligible and will be removed upon notice of on-site generation by the utility to VE.

XVIII. STATE DISCLOSURES/RESCISSION

VE's Ohio Certification Number is 15-950E(3) as a CRES. Customer has the right to request from VE twice within a twelve (12) month period up to twenty-four (24) months of Customer's payment history without charge; Customer may be charged switching fees by the EDC. VE is prohibited from disclosing a customer's social security number and/or account number(s) without the customer's consent except to its own collections and credit reporting, participation in programs funded by the universal service fund pursuant to section 4928.52 of the Revised Code, or assigning a customer contract to another CRES provider.

Rescission: As a Residential you have the right to rescind this Agreement within seven (7) calendar days from the date of postmark of the Utility's confirmation notice you will receive upon enrollment with VESI. You may rescind by either contacting us at 800-977-VESI toll free during normal business hours or fax us a detailed written request to cancel at 614-856-3301. If you contact your Utility to rescind this Agreement, your Utility will give you a cancellation number to confirm the cancellation.

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

7/20/2020 11:14:50 AM

in

Case No(s). 16-1510-EL-GAG

Summary: Application Renewal Application for Electric Governmental Aggregators
electronically filed by Mr. John L Einstein IV, Esq. on behalf of Village of Cadiz