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September 14<sup>th</sup>, 2020

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

**Case No. 11-3562-EL-GAG**

**RE: Opt out Letter(s)- — City of Marietta, Washington County, OH**

City of Marietta is pleased to submit its final copy of Opt-out letter(s) to be sent to 994 eligible customers on September 24<sup>th</sup>, 2020 with the response deadline of October 15<sup>th</sup>, 2020.

Material provided for review:

- Residential and Business Opt-out letter

Should you have any questions or additional needs, please call me at (877) 861.2772.

Sincerely,

Scott R. Belcastro  
Principal  
614.425.4885  
scott@electricsuppliers.org

Enclosure



DO NOT DISCARD:  
Important Electric Aggregation  
Information Enclosed.

Welcome to the City of Marietta  
Electric Governmental  
Aggregation Program!

September 24, 2020

Dear Electric Consumer,

The City of Marietta has selected Volunteer Energy as its supplier for its Electric Governmental Aggregation Program. Under this 2011 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 October 2020 through September 2021. **Volunteer Energy is pleased to offer a fixed electricity rate of \$0.04485 per kWh for eligible City of Marietta residents and small businesses. AEP Ohio is still your utility and will continue to provide monthly billing and service.**

**You are automatically enrolled.**

As an eligible City of Marietta 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 City of Marietta 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 City of Marietta 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 October 15, 2020 either by mail or phone.

**mail** — Return the completed form below to:  
City of Marietta 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 electric fixed rate of \$0.04485 per kWh for residential and small business through September 2021 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/](http://VolunteerEnergy.com/what-is-energy-aggregation/)

The Terms and Conditions govern your participation in the program. Please do not contact the City of Marietta. 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 City of Marietta 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 October 15, 2020 to: **The City of Marietta Governmental Aggregation Program, Volunteer Energy, 790 Windmill Drive, Pickerington, OH 43147**



<b>UTILITY</b> .....	AEP Ohio
<b>RATE PLAN</b> .....	City of Marietta Electric Aggregation Rate
<b>INITIAL PRICE &amp; TERMS</b> .....	Fixed rate of \$0.04485 per kWh for eligible residents and small commercial
<b>CANCELLATION FEE</b> .....	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 September 2021 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 \$0.04485/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



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**

**9/14/2020 5:12:55 PM**

**in**

**Case No(s). 11-3562-EL-GAG**

Summary: Opt-Out Notice electronically filed by Mr. Scott Belcastro on behalf of City of Marietta, Washington County, OH