

**BEFORE  
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Commission’s Review	)	Case Nos.	17-1843-EL-ORD
of Ohio Adm. Code Chapters 4901:1-21,	)		17-1844-EL-ORD
4901:1-23, 4901:1-24, 4901:1-	)		17-1862-EL-ORD
27, 4901:1-28, 4901:1-29, 4901:1-30,	)		17-1845-GA-ORD
4901:1-31, 4901:1-32, 4901:1-33, and	)		17-1846-GA-ORD
4901:1-34 Regarding Rules Concerning	)		17-1847-GA-ORD
Competitive Retail Electric Service and	)		17-1848-GA-ORD
Competitive Retail Natural Gas Service	)		17-1849-GA-ORD
	)		17-1850-GA-ORD
	)		17-1851-GA-ORD
	)		17-1852-GA-ORD

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**INITIAL COMMENTS BY THE CITIZENS’ UTILITY BOARD OF OHIO**

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**I. INTRODUCTION**

Pursuant to the Entry of September 8, 2021 (“Entry”), the Citizens’ Utility Board of Ohio (“CUB Ohio”) submits these comments on the pending review of Ohio Administrative Code Chapters 4901:1-21, 4901:1-23, 4901:1-24, 4901:1-27, 4901:1-28, 4901:1-29, 4901:1-30, 4901:1-31, 4901:1-32, 4901:1-33, and 4901:1-34 by the Public Utilities Commission of Ohio (“Commission” or “PUCO”).

CUB Ohio is an independent, non-profit consumer watchdog that advocates for residential and small business utility customers in Ohio. We respectfully submit these comments to reiterate concerns previously put before the Commission in Case No. 20-1195-EL-ORD (“Green Pricing Comments”), where we urged the Commission to amend Ohio Adm. Code Chapter 4901:1-42 to ensure that Ohio customers seeking to purchase “green” energy can

adequately understand what they're getting for their money.<sup>1</sup> CUB Ohio's Green Pricing Comments requested rule revisions to provide robust safeguards that (1) allow consumers to differentiate between renewable offers and offers characterized by other environmental attributes; and (2) provide consumers with the information necessary to differentiate between renewable offers backed by national Renewable Energy Credits versus procurement from renewable generation that may actually displace fossil fuel generation from the PJM grid serving Ohio. In this proceeding, CUB Ohio requests that the Commission act to revise Rule 4901:1-21-09 – which currently requires competitive retail electric service (“CRES”) providers to provide detailed environmental information about all of their products, whether “green” or “brown” – to expressly direct CRES providers to make those required environmental disclosures in a manner readily accessible to the customer during the enrollment process.

## **II. COMMENTS**

CUB Ohio's Green Pricing Comments offered detailed recommendations as to environmental disclosures that should be required for purportedly “green” energy products under Rule 4901:1-42-03, which we will not reiterate here. However, the same comments identified a problem that applies across the board to all retail electricity offers in Ohio: that information about the environmental attributes of such offers is often hidden away in a corner of a company's website or available only upon specific request by a customer. This seemingly common approach to environmental disclosure – which is currently permissible under Ohio Adm. Code 4901:1-21-09 – shows that the existing rule does not achieve the Commission's stated purpose of

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<sup>1</sup> Case No. 20-1195-EL-ORD, Initial Comments of the Citizens' Utility Board of Ohio (Mar. 24, 2021).

establishing “a process by which customers are *assured of receiving information*, in a timely and consistent manner, concerning the approximate retail electric generation resource mix and environmental characteristics associated with electrical power offered in Ohio's competitive marketplace.”<sup>2</sup>

One example of this practice, also cited in CUB Ohio’s Green Pricing Comments, is a 100% renewable offer from Public Power that states that it is “100% Green” / “100% renewable energy.”<sup>3</sup> The available Terms and Conditions document for this offer does not disclose that (at least for 2021), the company projected that more than half of its energy supply would in fact come from coal and natural gas resources.<sup>4</sup> That information is only provided in fine print on the Environmental Disclosure Information, which is not directly accessible from the company’s enrollment webpage.<sup>5</sup> Thus, a customer seeking to pay for renewable energy – and just as important, to avoid their money going to support fossil fuel generation – might inadvertently enroll in this “renewable” offer without being aware that it does not match their actual preferences.

The same issue arises with respect to non-renewable offers that are governed by Rule 4901:1-21-09. As one case in point, a customer seeking to enroll online in a Constellation NewEnergy offer in Ohio Power Company service territory will be provided with a Terms and Conditions document that states “With this Agreement, you have received a copy of Constellation’s environmental disclosure label, which will be updated from time to time on its

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<sup>2</sup> Ohio Adm. Code 4901:1-21-09(A) (emphasis added).

<sup>3</sup> Attachment A at 2-3.

<sup>4</sup> See Attachment B, Attachment C.

<sup>5</sup> See Attachment A, Attachment C.

website at [www.constellation.com](http://www.constellation.com).”<sup>6</sup> The actual disclosure label? Nowhere in sight unless a customer independently searches on the company’s website. Similarly, a JustEnergy electricity offer includes readily available links for the Customer Agreement and Contract Summary as part of the enrollment process – but no copy of the environmental disclosure and no mention that it even exists in the documentation that is provided.<sup>7</sup>

While we could recite more examples, the ultimate point is that customers enrolling with a number of CRES providers today may never encounter an environmental disclosure document or any reference to it. While these disclosures are generally available through an independent search of company websites or (presumably) upon request, the Commission should not assume that a customer will be aware such a resource is available and know to take those additional steps. Rather, the Commission should direct that the environmental disclosure be presented to a customer along with the other basic terms and conditions of a retail electricity contract by adding the following straightforward language to Rule 4901:1-21-09(B):

(B) This rule applies to all competitive retail electric service (CRES) providers of retail electric generation service. CRES providers offering or providing more than one contract for power supplies shall disclose the appropriate generation resource mix and environmental characteristics for each such contract in the same document as the terms and conditions of service provided pursuant to rule 4901:1-21-06(D)(b).

The environmental attributes of a retail electricity product are an integral part of a CRES provider’s offering and may be of significant importance to some consumers. Accordingly, they should be presented to customers alongside all other material terms of the contract. CUB Ohio

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<sup>6</sup> Attachment D at 1.

<sup>7</sup> See Just Energy, <https://justenergy.com/for-homes/#!/enrollment/US/OH/SVC> (last visited Oct. 8, 2021); Attachment E.

therefore respectfully requests that the Commission include such a requirement in Rule 4901:1-21-09.

October 8, 2021

Respectfully submitted,

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## CERTIFICATE OF SERVICE

The e-filing system of the Public Utilities Commission of Ohio will electronically serve notice of the filing of this document on the parties referenced in the service list of the docket card who have electronically subscribed to this case. In addition, the undersigned certifies that a copy of the foregoing document is also being served upon the persons listed below via electronic mail on October 8, 2021.

/s/ Madeline Fleisher  
Madeline Fleisher

[John.Jones@ohioattorneygeneral.gov](mailto:John.Jones@ohioattorneygeneral.gov)  
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# **Attachment A**



[See Rates](#)

[Renew Service](#)

[About Us](#)

[Contact Us](#)

## CUSTOMER ENROLLMENT

[< Start Over](#)

Service Selection



Customer Information



Utility Information



Confirmation



Finish

Good News! We provide service in your area. Here's what's available:

ELECTRIC PLANS Please choose from the electric plans below.  Not Interested

**Electric 12 Month  
Standard Fixed Rate**

*Public Power Fixed  
Electric Standard*

Rate: **5.99 ¢/kWh**

Term: 12 Months

Enrollment Fee: \$0

Early Termination Fee: \$0

**SELECT**



**Electric 24 Month  
Standard Fixed Rate**

*Public Power Fixed  
Electric Standard*

Rate: **6.09 ¢/kWh**

Term: 24 Months

Enrollment Fee: \$0

Early Termination Fee: \$0

[More Details](#)

SELECT

[More Details](#)

**Electric 36 Month  
Standard Fixed Rate**

*Public Power Fixed  
Electric Standard*

Rate: **6.29 ¢/kWh**

Term: 36 Months

Enrollment Fee: \$0

Early Termination Fee: \$0

SELECT

[More Details](#)

**Electric 12 Month  
100% Green Fixed  
Rate**

*Electric 12 Month  
100% Green Fixed  
Rate*

Rate: **6.59 ¢/kWh**

Term: 12 Months

Enrollment Fee: \$0

Early Termination Fee: \$0

SELECT

[Close Details](#)

Instant value with responsible energy, yours at a fixed rate for a full 12 months. Lock in a great rate on 100% renewable energy with our

[View Terms & Conditions](#)

fixed rate plan. You'll get the same reliable rate throughout your 12-month term. Control your energy budget and help the planet too!

CONTINUE

Terms & Conditions | CT Past Variable Rates | PA Past Variable Rates | Environmental Disclosure | Privacy Policy | Copyright © 2020 Public Power, LLC

PURA Docket Numbers: 07-06-13 APPLICATION OF PUBLIC POWER, LLC F/K/A PUBLIC POWER & UTILITY, LLC FOR AN ELECTRIC SUPPLIER LICENSE, 11-10-06 PURA INVESTIGATION OF PUBLIC POWER, LLC, 13-02-08 PURA INVESTIGATION INTO PUBLIC POWER LLC'S TRADE PRACTICES Public Utilities Regulatory Authority (PURA), Ten Franklin Square, New Britain, CT 06051 PH: 800-382-4586  
D.C. - Order #16726, IL - Order #12-0167, NY - ESCO PUPU, OH - Certificate #11-418E(2), RI - Docket #D-96-6 (M5), MD - License No. IR-1781, PA - Docket #A-2009-2143245

Public Power, LLC and its subsidiaries are not endorsed by or affiliated with the American Public Power Association (APPA) or its members, the Public Power Association of New Jersey, or any government owned not-for-profit utility.

# **Attachment B**



## OHIO TERMS & CONDITIONS

You authorize Public Power, LLC (“Company”), a member of the Crius Energy family of brands, to change your electricity and/or natural gas supplier, as the case may be, to Company and to supply your home or small business with all the Services you need, subject to the eligibility requirements of your local electric distribution utility (EDU) or local natural gas distribution utility (LDU) (“Utility”). Company is a supplier of energy products. We often use independent brokers to sell our energy products. Please review this contract carefully. If there are any discrepancies with the product features you were sold and the terms and conditions of such products, please call our customer care center at 1-888-354-4415. Your Enrollment Documentation, which includes your welcome letter, welcome package, as applicable, and these Terms and Conditions create your agreement with the Company (“Agreement”) and supersedes any oral or written statements made in connection with this Agreement or the supply of your Services. Capitalized terms used herein have the meaning ascribed to them as listed within the Agreement as well as in the “Definitions” section herein.

1. **SERVICES.** Upon successful completion and receipt of all customer enrollment requirements, Company will supply Services for your home or small business. Company is a retail marketer of Services and is not your Utility. Your Utility will continue to deliver Services to your home or small business, read your meter, send your bill and make repairs and charge you for its services related to delivering your commodities. Your Utility will also respond to emergencies and provide other traditional utility services. You understand that you are not required to switch your Services to Company. The Company does not charge you for starting or stopping Service; however, your Utility may charge switching fees, so please check with your Utility. This Agreement is subject to the eligibility requirements of your Utility and Company may choose not to accept this Agreement for any reason. If you are enrolled in any Utility or government programs, enrolling with Company may impact your participation in these programs. Please check with your Utility or program administrator before enrolling with Company.

2. **TERM.** Company will begin supplying your Services when the Utility switches your account to Company. Your Agreement will continue for the Term specified in the Enrollment Documentation or herein, and if applicable for the Renewal Term. Your Term is based on monthly billing cycles as determined by your Utility and each monthly billing cycle may not represent a full calendar month. If your Utility bills bimonthly, Company will treat this as two monthly billing cycles. Typically it takes one to two billing cycles for your Service to be switched from your Utility to the Company, but there may be a delay before the Utility switches Services and you understand that Company is not responsible for any such delays. Your natural gas enrollment with Company is subject to certain Company minimum Utility pooling requirements; if such requirements are not met in a reasonable time period, your Agreement will not be accepted and you will remain with your current service provider. You may receive written notification from your Utility confirming your switch to Company.

3. **PRICE.** Company does not charge any fee for you to switch from your utility to Company. Please note that some products have specific fees related to the product or plan you choose which are detailed in your product Enrollment Documentation; these fees are not switching fees. Each month you will pay for the Services you consume. For electricity, your bill will be calculated by multiplying your Rate by the amount of electricity you consumed in kilowatt-hours during the billing cycle, plus any applicable Fees. For natural gas, your bill will be calculated by multiplying your Rate by the amount of natural gas you consumed in mcfs, ccfs or therms, as

applicable, during the billing cycle, plus any applicable Fees. Depending on your Utility’s billing practices, your Rate during the billing cycle may be applied pro rata, resulting in a blended rate of the previous month and the current month Rate. If your price is based on an estimated usage for such Services, the Company has the right to bill you on actual usage when such information is made available and you have the obligation to pay Company for such actual usage amounts.

#### 4. **RATE PLAN OPTIONS.**

a. **Fixed Rate.** If you selected a fixed rate, the Rate for your Service is the Rate indicated in your Enrollment Documentation and guaranteed not to change for the Term (“Fixed Rate”).

b. **Variable Rate.** If you selected a variable rate, the Rate for your Service for your first billing period is the Rate indicated in your Enrollment Documentation (“Variable Rate”). Variable Rates change at the Company’s discretion and may be higher or lower each month based on business and market conditions. Variable Rates are set in the Company’s discretion and may vary based on numerous factors, including, but not limited to, the Company’s assessment of applicable market and business conditions, operation costs, historic and projected supply and hedging costs, prior meter read cycle’s pricing and balancing costs, projected customer bill amounts and Utility pricing or “price to compare” and applicable pricing reset dates and may include the following additional costs: ancillary services and other ISO costs, capacity costs, transmission costs, line loss costs, RMR costs, credit costs, balancing costs, winter reliability costs, and costs associated with meeting any applicable renewable portfolio standards, and a profit margin determined in the Company’s discretion that may vary from month to month. Your Variable Rate will not include taxes, which will be assessed separately, and will not include any fees, taxes or charges directly assessed by the Utility or any other third party with the right to assess taxes or fees for the Services.

c. **Index Rates.** If you selected an index product, the Rate for your Service will be the index and the adder indicated in your Enrollment Documentation and will vary in accordance with the terms of the specific index (“Index Rate”).

d. **Understanding and Selecting Rates.** You understand that unless you have been offered a Rate confirmed by the Company in writing that expressly provides otherwise, there are no guaranteed savings and your Rate may be higher or lower than the Utility’s rate in any given month. You can always review existing Service offers to

compare your Rate under this Agreement to other current offers by going to your state's public rate chart.

5. **RESCISSION; TERMINATION.** You may rescind or terminate this Agreement as provided below.

a. **Right of Rescission.** You have the right to cancel your Agreement without fees or penalties (i) with respect to Electric Service, at any time within seven (7) calendar days after the postmark date on your Utility's confirmation notice to you relating to Electric Service, and (ii) with respect to Gas Service, at any time within seven (7) business days after the postmark date on your Utility's confirmation notice to you relating to Gas Service (each, a "Rescission Period").

b. **Your Right to Terminate.** For residential customers, you may terminate a Fixed Rate plan at any time; provided that, if you terminate after the Rescission Period and before the end of the Term or Renewal Term, the applicable termination fee listed in your Enrollment Documentation will apply for the Service you terminate. Unless otherwise detailed in your Enrollment Documentation, you may terminate a Variable Rate Plans and Index Rate Plans at any time and no termination fee will apply. If you are a Small Commercial customer, and selected a Fixed Rate, unless otherwise stated in your Enrollment Documentation, your termination fee is equal to the greater of (i) \$150.00, or (ii) liquidated damages which you agree is the Remaining Contract Quantity times the greater of (A) Contract Price less Market Price at the time of the termination, or (B) \$0.02/kWh or \$0.20/Ccf/therm. Remaining Contract Quantity shall mean the total estimated usage for the period remaining in the Fixed Term of this Agreement at the time of termination, based on Buyer's historical usage or Company's estimated usage calculated in a commercially reasonable manner. The Market Price for the remainder of the Fixed Term will be determined by Company in a commercially reasonable manner.

c. **Termination for Failure to Pay.** Failure to pay your bill may result in the disconnection of Services in accordance with the Utility's policies and rules, and this Agreement may be automatically terminated. Company may terminate this Agreement on at least fourteen (14) calendar days written notice to you should you fail to pay your bill or fail to meet any agreed-upon payment arrangements with the Company.

d. **Termination Due to Move.** You may terminate without penalty if you move outside the Company's service area or into an area where Company charges a different price.

e. **Termination Notice; Effect of Termination.** To terminate or rescind this Agreement, you may notify Company as detailed in Section 15 or your Utility. Please provide your name, address, phone number, account number and a statement that you are rescinding or terminating the Agreement. Rescission is effective immediately. Termination will be processed immediately but is effective upon your Utility processing your termination and you are obligated to pay for the Services provided pursuant to this Agreement until you are returned to your Utility or alternative supplier.

6. **BILLING AND PAYMENT.** The Services you purchase from Company will be included in your Utility monthly bill or in a separate invoice from Company. If from the Utility, the Utility will set your payment due date and the payment address. Any bill not paid in full by its due date will incur a late payment fee in

accordance with the Utility's or the Company's billing and payment policies and procedures. You may be liable for the costs the Company incurs if Company must terminate your Services for failure to pay, such as collection costs or attorney fees. Company shall have the right to setoff and net against any undisputed amounts owed by you under this Agreement, and the Company shall additionally have the right to setoff and net against any deposit or security provided by you pursuant to this Agreement any amounts, charges or damages owed by you to Company. If you have provided Company, its affiliates or agents with a credit card number, you provide authorization to charge any outstanding balance to such credit card. You will be billed and pay Company for the Services based on meter readings and consumption information that Company receives from your Utility ("Billing Quantity"). The Company does not offer budget billing for the generation portion of your bill. For Small Commercial accounts, Company will have the option to adjust the Billing Quantity for fuel and line loss retained by your Utility and interstate transporters from the Purchased Quantities. You are responsible for paying and reimbursing Company for all applicable Fees. If you are tax exempt, you must furnish Company an exemption certificate before your Services commence.

7. **CUSTOMER INFORMATION.** All authorizations provided herein will remain in effect for the Term and, if applicable, the Renewal Term of this Agreement; however, authorization may be rescinded by you any time by contacting Company.

a. **Credit Requirement.** You authorize Company to obtain and review your credit history. If you fail to meet Company credit criteria, you understand that Company may refuse or terminate Service, or provide a substitute product. You may be required to promptly provide Credit Enhancements to continue Service if there is a deterioration in your credit rating or a Usage Increase. You have the right to request from Company, twice within a twelve-month period, up to twenty-four months of your payment history without charge.

b. **Customer Information; Privacy Policy.** You authorize Company to obtain your Customer Information from your Utility. This Agreement provides authorization for the Company to contact you about our other products and services or share information about your account with any designated partner or with any third-party vendor the Company uses to provide services and rewards to you. The Company reserves the right to share your Customer Information with Company Agents, to the extent permitted by law. Company is prohibited and will not disclose your social security number except for Company's own collections and credit reporting, participation in programs funded by the universal service fund pursuant to Section 4928.52 of the Ohio Revised Code, or assigning a customer contract to another Service provider.

8. **RENEWAL NOTICE FOR RESIDENTIAL CUSTOMERS.** For any residential customer that has selected a Fixed Rate plan, you will receive notice from Company (between thirty and sixty days prior to the end of your Term) that you will be automatically enrolled: (i) on the Fixed Rate plan provided in the notice, or (ii) on the Company's variable plan available at such time. Each new renewal period after your initial Term will be deemed a "Renewal Term". **For any Renewal Term, your affirmative consent is not required, even if there is a change in the rate or other terms and conditions, but you may terminate at any time during a Renewal Term without any fee or penalty of any kind.** For any Variable

Rate plan or Index Rate plan, you will not receive a renewal notice.

**9. RENEWAL NOTICE FOR SMALL COMMERCIAL CUSTOMERS.**

For any Small Commercial customer that has selected a Fixed Rate plan, you will receive notice from Company (between thirty and sixty days prior to the end of your Term) that you will be automatically enrolled on the Company's Variable Rate plan available at such time. Each new renewal period after your initial Term will be deemed a "Renewal Term". For any Variable Rate plan, you will not receive a renewal notice as you have chosen the Company's variable rate plan that is a month-to-month plan that you may cancel at any time without any termination fees, or the Company may cancel by providing you notice as required by law.

**10. PHONE COMMUNICATION POLICY.** You agree that by accepting this Agreement and providing your phone number (which may include your wireless number) to the Company or its agents or affiliates, the Company and its agents or affiliates may text or call you with autodialed or pre-recorded promotional or product information. Your consent and acceptance of this policy is not a condition of purchase.

**11. DISPUTE RESOLUTION AND MANDATORY AGREEMENT TO ARBITRATE ON AN INDIVIDUAL BASIS.**

If you have billing questions or would like to make an inquiry about the Company's terms of service, you may contact the Company as indicated in Section 15. We will attempt to resolve the matter within five (5) business days. If your complaint is not resolved after you have called the Company and/or the 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 8am to 5pm weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contract the PUCO via 7-1-1 (Ohio relay service). The Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from 8am to 5pm weekdays, or at <http://www.pickocc.org>.

Regardless of whether you choose to pursue your dispute with the PUCO, your right to pursue individual arbitration with the Company will not be impacted under this Agreement as set forth below.

You and the Company both agree to resolve Disputes (as defined below) only by arbitration or in small claims court (for qualifying claims), subject to specific exceptions listed herein. The parties expressly agree that they are waiving their right to sue in court and that arbitration is the parties' sole remedy to resolve disputes. There is no judge or jury in arbitration, the procedures may be different, and it is subject to very limited review by a court. An arbitrator, however, can award you the same damages and relief, and must honor the same terms in this Agreement, as a court would. If the law allows for an award of attorneys' fees, an arbitrator can award them too. In addition, you and the Company also both agree that:

(a) "Disputes" are any claims or controversies against each other related in any way to, or arising from the Company's Services, this Agreement, or any related agreements, including but not limited to, billing, services and practices, policies, contract practices (including enforceability), service claims, privacy, or advertising, even if it arises after your Services with the Company have terminated. Disputes include any claims that: (i) you bring against the Company or any of its employees, agents, affiliates, or other representatives; (ii) you bring against a third party that are based on, relate to, or

arise from the Company's Services, this Agreement or any related agreements; or (iii) that the Company brings against you. It also includes, but is not limited to, claims related in any way to, or arising from any aspect of the relationship between you and the Company, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory.

(b) Except as otherwise provided under Section 11(f) below, the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.* (the "FAA") applies exclusively to this agreement to arbitrate, and this agreement to arbitrate is intended to be broadly interpreted. The arbitrator's decision and award is final and binding, with some exceptions under the FAA, and judgment on the award may be entered in any court with jurisdiction.

(c) Prior to initiating arbitration, a party must first send to the other, by certified mail, a written notice of dispute ("Dispute Notice"). The Dispute Notice to the Company should be addressed to the Notice Address listed in Section 15. The Dispute Notice must (i) describe the nature and basis of the claim or Dispute; and (ii) set forth the specific relief sought ("Demand"). If the Company and you do not reach an agreement to resolve the claim within thirty (30) days after the Dispute Notice is received, you or the Company may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by the Company or you shall not be disclosed to the arbitrator.

(d) Unless the parties agree otherwise, the arbitration will be conducted by a single neutral arbitrator and will take place in the county (or parish) of the service address.

(e) The arbitration will be conducted by: (i) a neutral third party arbitrator mutually agreed upon by you and the Company; or (ii) the American Arbitration Association (the "AAA"). The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the AAA, as modified by this Agreement. Where the terms of this agreement to arbitrate conflict with the AAA Rules, the terms of this agreement to arbitrate shall override and govern. The AAA Rules are available online at [adr.org](http://adr.org), by calling the AAA at 1-800-778-7879, or by writing to the Notice Address for the Company, which is listed in Section 15. The arbitrator is bound by the terms of this agreement to arbitrate. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. If your claim is for \$10,000 or less, the Company agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Upon your request, and you supplying appropriate documentation, the Company will reimburse your administrative costs for the arbitration over and above the costs associated with filing a case in court. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. However, nothing in this paragraph will require or allow you or the Company to arbitrate on

a class-wide, representative or consolidated basis. An arbitration award and any judgment confirming it apply exclusively to the specific case. The arbitration award and judgment cannot be used for any other case except to enforce the award itself.

**You and the Company each agree that arbitration will only be pursued on an individual basis, and will not be pursued on a class-wide, representative or consolidated basis. This Agreement does not allow class, representative or collective arbitrations even if the AAA procedures or rules would. If for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then this agreement to arbitrate does not apply and the dispute must be brought in court.**

(f) You and the Company agree that notwithstanding this agreement to arbitrate, either party may bring qualifying claims in a small claims court. In addition, this arbitration provision does not prevent you from bringing your dispute to the attention of federal, state, or local government agencies (including the PUCO), and if the law allows, they can seek relief against the Company on your behalf.

(g) If for any reason a claim proceeds in court rather than through arbitration, you and the Company agree that there will not be a jury trial. You and the Company unconditionally waive any right to trial by jury in any action, proceeding or counterclaim arising out of or relating in any way to this Agreement or the Services provided by the Company. In the event of litigation, this paragraph may be filed to show a written consent to a trial by the court.

12. **EMERGENCY.** In the event of an emergency such as a power failure, a downed power line, or a natural gas leak, you should call your Utility. For electricity, if your Utility is Duke Energy, call 1-800-543-5599; Dayton Power & Light, call 1-877-468-8243; Columbus Southern Power, call 1-800-277-2177; Ohio Edison, Toledo Edison or Cleveland Illuminating Company, call 1-888-544-4877; Ohio Power, call 1-800-672-2231. For gas, if your Utility is Columbia Gas of Ohio, call 1-800-344-4077; Dominion East Ohio, call 1-877-542-2630; You can also call your local emergency personnel at 911 if the emergency warrants.

13. **LIMITATIONS OF LIABILITY AND WARRANTY.** NEITHER YOU NOR COMPANY WILL BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR INDIRECT DAMAGES ARISING FROM A BREACH OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUES. COMPANY DOES NOT GIVE ANY TYPE OF WARRANTY, EXPRESS OR IMPLIED, AND TO THE FULLEST EXTENT OF THE LAW, DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY WILL NOT BE LIABLE FOR BILLING OR COMMUNICATION ERRORS AFTER 90 DAYS IF YOU DO NOT CONTACT US REGARDING SUCH ERRORS WITHIN 90 DAYS AFTER THE STATEMENT SHOWING THE TRANSACTION HAS BEEN MAILED TO YOU.

14. **FORCE MAJEURE.** Company will not be responsible for supplying Services to you in the event of circumstances beyond Company's control such as events of force majeure, as defined by your Utility or any transmitting or transportation entity, which includes but is not limited to acts of terrorism, sabotage or acts of God.

15. **CONTACTING COMPANY.** For any notice required in this Agreement or to contact us generally, you may contact the Company by (i) email, at [service@ppandu.com](mailto:service@ppandu.com), (ii) mail, at 535 Connecticut Avenue, 6<sup>th</sup> Floor, Norwalk, CT 06854, or (iii) phone, at 1-888-354-4415. Our regular office hours are Monday through Friday, 9:00 a.m. to 5:00 p.m., Eastern Time. You can also visit us any time online at [www.ppandu.com](http://www.ppandu.com).

16. **MISCELLANEOUS.**

a. *Use of Services.* You must notify Company if you generate renewable energy or use net metering at your home or small business. If you use net metering, or if there is a Change in Usage, Company reserves the right to modify your Rate or terminate this Agreement and recover costs, if any. In addition, the Company has the right to refuse or terminate Services, and recover costs, if any, if your Service requirements are above the Usage Thresholds.

b. *Agency and Point of Sale.* (i) If you are receiving natural gas service, you hereby designate Company as your agent to: (A) arrange and administer contracts and service arrangements between you and your Utility, and between you and the interstate pipeline transporters of your natural gas (including capacity release, re-release, and recall arrangements); (B) nominate and schedule with the interstate pipelines the transportation of your natural gas from the Sales Points to the Delivery Points, and with your Utility for the transportation of your natural gas from the Delivery Points to your premises; and (C) aggregate your natural gas with the natural gas supplies of Company's other customers in order for you to qualify for transportation service and to address and resolve imbalances (if any) during the term of this Agreement. As your agent, Company will schedule the delivery of a quantity of natural gas at the Sales Points necessary to meet your city gate requirements based on the consumption and other information that Company receives from your Utility. Company, as your agent, will arrange for the transportation of natural gas from the Sales Points to the Delivery Points, and from the Delivery Points to your premises; and (ii) if you are receiving electric service, you hereby designate Company as your agent for the purpose of arranging, contracting for, and administering transmission services (including those provided by your Utility) for the delivery of electricity.

c. *Title; Risk of Loss.* You and Company agree that title to, control of, and risk of loss of the Purchase Quantities supplied under this Agreement will transfer from Company to you at the Sales Points. Company and you agree that transactions under this Agreement are originated and consummated outside the jurisdictional limits of the municipality and county, or other taxing authority where your service address is located. If a taxing authority determines that a gross receipts tax or other tax is applicable to the sale of the electric service or natural gas service under this Agreement, you agree to pay such tax, as invoiced. For Small Commercial customers only: (i) as between Company and you as a commercial customer, you will be deemed to be in exclusive control of the natural gas and/or electricity and responsible for any damage, injury, charges, transportation fees, costs or losses at and after the Sales Points, including, without limitation, any losses that Company incurs that result from having to resell, or its inability to resell, to another party natural gas and/or electricity supplies allocated for you and (ii) as between Company and you, Company will be deemed in exclusive control of the natural gas and/or electricity, and responsible for any damage, injury, charges, transportation fees, costs or losses until the natural gas and/or electricity is delivered to the Sales Points; provided, however, that in no event shall Company's liability under

this Agreement exceed the difference between the reasonable price of replacing any undelivered natural gas and/or electricity and the price of natural gas and/or electricity under this Agreement.

d. *Assignment.* You may not assign this Agreement without prior written consent of the Company. Company reserves the right to sell, transfer, pledge or assign this Agreement and your account, and related revenues and proceeds for financial purposes or in connection with a sale. You authorize Company to assign this Agreement to another competitive retail supplier, or other entity as authorized by the PUCO and any required assignment notice will be considered to have been made to the customer of record if mailed to the appropriate party. This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

e. *Change in Law/Third Party Charges.* This Agreement is subject to any federal, state, local, or utility changes in law, which includes changes in legislation, regulatory actions, orders, rules, tariffs, regulations, policies, riders, fees, pricing structures, market structures, capacity charges, and changes in customer load profiles (each, a “Change in Law”). If there is a Change in Law which results in an increased cost to the Company, or the Company is prevented, prohibited or frustrated from carrying out its intent under this Agreement, Company may adjust your rate based upon such Change in Law. This provision applies to all rate plans, whether fixed, index or variable.

f. *Governing Law; Venue; Waiver of Jury Trial.* To the maximum extent permitted by law, (i) Venue for any lawsuit brought to enforce any term or condition of this Agreement shall lie exclusively in the State of Ohio, (ii) the Agreement shall be construed under and shall be governed by the laws of the State of Ohio without regard to the application of its conflicts of law principles and (iii) EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL, ARBITRATION OR OTHER PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

g. *Non-Waiver.* The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

h. *Complete Agreement.* This Agreement constitutes the final and complete agreement between you and the Company. It is the complete and exclusive expression of the terms and conditions agreed upon for the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

i. *Severability.* If any provision of this Agreement is held unenforceable, then such provision will be automatically modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

j. *Non-Reliance.* You acknowledge that (i) you are not relying on any advice, statements, recommendations or representations of the Company, other than the written representations in this Agreement; (ii) that you understand the risks of entering into this Agreement, including the risk that the Company's prices may be higher than your Utility's rates, and you are capable and willing to assume those risks; and (iii) you have made your own decision to enter into this Agreement, after consultation with your own advisors to the

extent you deem necessary.

k. *Electronic Signatures and Notices.* Each party agrees that electronic signatures, whether digital or encrypted, of the parties to execute this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures. Customer agrees that Company may send Customer notices via electronic means if Customer provides email address or other way of communicating electronically. You have a duty to provide a correct, working email address and update it accordingly; if you fail to do so, you could miss important notices.

l. *Customer Representation.* I am at least 18 years old and fully authorized to enter into this Agreement. I am the authorized account holder or have been given proper and binding authorization to change the Services and enter into this Agreement on behalf of the account holder.

m. *Environmental Disclosure.* Company will provide regularly updated environmental disclosures regarding the known sources of electricity and emissions. These disclosures will be available at: [www.ppandu.com](http://www.ppandu.com).

n. *Wi-Fi Thermostats.* To be eligible to receive a Wi-Fi thermostat offer (“Eligible Customer”), you must: (i) have an installed smart meter or other compatible device; (ii) not have baseboard heating; (iii) own the property where the thermostat is installed; and (iv) have the thermostat continuously hooked up to a Wi-Fi connection. In the event you are not an Eligible Customer: (i) Company is not obligated to provide you with a thermostat; (ii) if you do not return to Company any thermostat you receive, you may be charged for the full market value of the thermostat; and (iii) your Service may be switched to the corresponding non-thermostat rate plan for your same Term.

You understand that to get the most out of your Wi-Fi thermostat you should register your thermostat online and follow the procedures described in the accompanying instructions. You agree that Company may make real-time adjustments to your thermostat. Prior to any adjustment event, you will receive a notification on your thermostat providing you with the option to opt out of that specific adjustment event. You agree that, unless you opt out, Company may make these adjustments during and after the Term of this Agreement. If you would like Company to permanently cease all adjustments, you may opt out of all future adjustment events by contacting Company via email, mail, or phone as provided above. You may also manually override any adjustments to your thermostat at any time, and at no time are you obligated to keep your thermostat at the adjusted level.

If you experience problems with your thermostat while you receiving Service under this Agreement, please contact Company as provided for in Section 14. Company may assist you with troubleshooting your thermostat, but will not be responsible for any work involving your thermostat that Company did not direct. If you request Company-approved technicians to install your thermostat, you are obligated to pay Company's invoice for such installation and failure to pay such invoice according to its terms shall constitute a Default under this Agreement.

o. *Third Party Providers; Energy Related Products.* The Company only provides electricity and natural gas to you. Occasionally,



Company may work with third party providers that will offer you energy related products or rebates related to your electricity and natural gas purchases. If you select such offer or rebate from a third party, or elect to bundle or purchase a product that is not electricity or natural gas, or if a product that is installed in your home by a third party provider, such as a thermostat (“Energy Related Products”), you must contact the third party provider of such Energy Related Products for any products issues, rebates, warranties, or billing and service questions. Company will have no liability to you for Energy Related Products.

## DEFINITIONS

“*Agents*” means parties that need to know Customer Information in connection with Services and Company’s affiliates and subcontractors.

“*Change in Usage*” means a change, or an anticipated or planned change, in the consumption of Services that is materially different than your historical usage.

“*Commodity Charges*” means the charges for basic natural gas supply service which is sold either by volume (ccf or Mcf) or heating value (dekatherms).

“*Credit Enhancements*” means cash escrow or deposit, establishing an ACH debit relationship with Company, or providing other reasonable assurances to the Company to establish your credit worthiness. If a deposit is required, before any deposit is taken, Customer will be provided notice as to all terms and conditions on such deposit, the amount and the rate of interest paid on the deposit and conditions associated with the return of any deposit at the time of Agreement termination.

“*Customer Information*” means account contact information, account number, meter number, billing history, payment history, historical and future electricity and natural gas usage, meter readings and characteristics of your electricity and natural gas service. It includes information obtained from the Utility as well as any information that you provide directly to Company or its agents.

“*Default*” means: (i) failure to maintain credit requirements or provide necessary credit information or Credit Enhancements, (ii) a Usage Threshold event, (iii) a Change in Usage event, or (iv) any material breach of the requirements of, or representations made under, this Agreement.

“*Delivery Points*” means: (i) for natural gas transported by interstate pipelines, the city gate stations of your Utility, and (ii) for electricity, one or more points at which Company, as your agent, has arranged for the delivery of electricity to a third party (such as your Utility) for your account or at your premises.

“*Enrollment Documentation*” means any application or enrollment documents, whether in paper, electronic, internet, phone or otherwise, provided to in order to commence Services, and the welcome letter and/or welcome package.

“*Fees*” means taxes, fees, assessments, government charges and

charges levied by your Utility for distribution and other services and taxes, fees paid to brokers and other third-party entities that may have referred you to Company for Services, minimum usage fees, base charges and other flat fees, fees and charges levied by Company or any other entity authorized to levy taxes, fees or charges for or related to the Services. This may include, but shall not be limited to, Utility taxes, gross receipts taxes, and sales or use taxes imposed on Company and/or you by federal, state, and/or local authorities that Company passes through to you.

“*Purchased Quantities*” means all the electricity or natural gas supply, or any combination of the two, that Company must purchase for your home or small business, as applicable.

“*Rate*” means Fixed Rate, Index Rate, or Variable Rate, as applicable.

“*Sales Points*” means: (i) for natural gas, a point or points located outside of the State of Ohio selected from time to time by Company to assure service reliability, and (ii) for the electricity, a point or points on the PJM administered transmission system located outside the municipal and county limits of your service address location, selected from time to time by Company to assure service reliability.

“*Service*” or “*Services*” means all the electricity or natural gas supply, or any combination of the two, that Company must purchase for your home or small business, as you have selected to be provided to you by Company in your Enrollment Documentation. Not all Services are available in all areas.

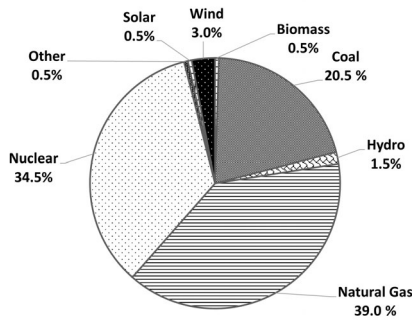
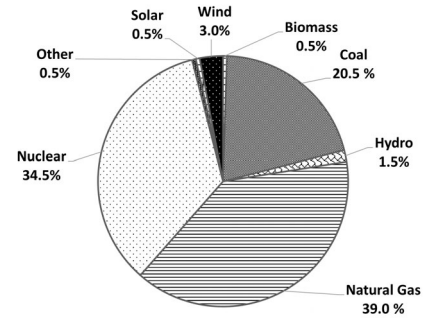
“*Small Commercial*” means (i) for electric Service, a customer that consumes less than seven hundred thousand kilowatt hours per year for nonresidential use and does not otherwise meet the definition of Mercantile Customer set forth in the Ohio Revised Code; and (ii) for natural gas Service, a customer that consumes less than five hundred thousand cubic feet of natural gas per year for nonresidential use and does not otherwise meet the definition of Mercantile Customer set forth in the Ohio Revised Code.

“*Usage Thresholds*” means if your usage of Services exceeds, for (i) electricity, peak demand greater than 75kW over any of the past twelve (12) months, or (ii) natural gas, usage exceeds 10,000 ccf per month or 90,000 ccf per year or the equivalent therms.

# **Attachment C**

**Environmental Disclosure Information – Annual Comparison**
**Public Power, LLC**
**Projected Data for the 2021 Calendar Year**

**Generation Resource Mix -**  
 A comparison between the sources of generation used to produce this product and the historic regional average supply mix.

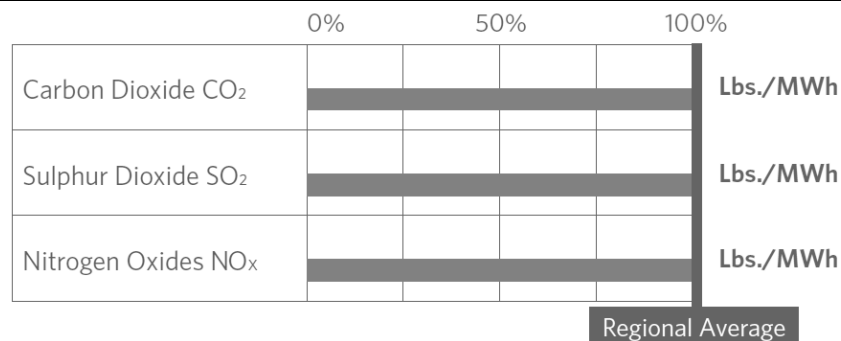
**Supplier's Product**

**Regional Product**

**Environmental Characteristics–**

A description of the characteristics associated with each possible generation resource.

Biomass Power	Air Emissions and Solid Waste
Coal Power	Air Emissions and Solid Waste
Hydro Power	Wildlife Impacts
Natural Gas Power	Air Emissions and Solid Waste
Nuclear Power	Radioactive Waste
Oil Power	Air Emissions and Solid Waste
Other Sources	Unknown Impacts
Solar Power	No Significant Impacts
Unknown Purchased Resources	Unknown Impacts
Wind Power	Wildlife Impacts

**Air Emissions –**

A comparison between the air emissions related to this product and the regional average air emissions.


**Radioactive Waste –**

Radioactive waste associated with the product.

Type:	Quantity:	
High-Level Radioactive Waste	Unknown	Lbs./1,000 kWh
Low-Level Radioactive Waste	Unknown	Ft <sup>3</sup> /1,000 kWh

Public Power, LLC purchases Renewable Energy credits (RECs) as a means of complying with the renewable energy resource benchmark under the State of Ohio's alternative energy portfolio standard requirements. The requirement for 2021 is 5.5% renewable. The renewable energy sources associated with green electricity plans may include, but not be limited to, RECs from wind, solar, biomass, hydro, or other renewable energy sources. With in-depth analysis, the environmental characteristics of any form of electric generation will reveal benefits as well as costs. For further information, contact Public Power at [www.ppandco.com](http://www.ppandco.com) or by phone at 888-354-4415.

# **Attachment D**

## DISCLOSURE STATEMENT

**Electricity Supplier: Constellation NewEnergy, Inc. ("Constellation")**  
**Utility: Ohio Power Company**

<b>Electricity Supply Pricing:</b> For the Initial Term, you will pay 6.29¢ per kilowatt-hour, multiplied by your Accounts' metered usage.							
<b>Term of Agreement and Renewal:</b> Your electricity service from Constellation will start on the first available meter read following successful enrollment and continue for 36 billing cycles ("Initial Term"), unless terminated pursuant to the terms of this Agreement. Initial enrollment can take up to two months to complete. Between 45 and 90 days prior to the end of the Initial Term or Renewal Term, Constellation will send you a contract expiration notice. Constellation will provide you a second notice at least 35 days prior to expiration of the Initial Term or Renewal Term and offer to renewal for another term ("Renewal Term"). This notice will include, without limitation, the new product, pricing, the length of the Renewal Term, and any other changes to the terms and conditions ("Offer"). You will have 30 days from the date of the Offer to reject the Offer. Otherwise, the Offer will be deemed accepted by you without the need for further signature or other affirmative action by you. Absent rejection of the Offer, Constellation can renew for the Renewal Term without your affirmative consent, even when there is a change in the Pricing or other terms and conditions. If you reject the Offer in the manner directed in the Offer, your Accounts will be returned to Utility service at the end of the current Term, absent action on your part.							
<b>Early Termination Fee: \$25</b>							
<b>Billing:</b> Constellation Consolidated Billing will be used. If you are on budget billing with the Utility upon successful enrollment with Constellation, you will continue on budget billing for your delivery charges. If you would like to request budget billing for your Constellation electricity Constellation offers budget billing for the generation portion of your bill, but you must call Constellation at the phone number below to enroll in budget billing.							
<b>Rescission Rights:</b> Unless you are already a customer of Constellation, the Utility will send you a letter confirming transfer of service upon processing of the enrollment of your Accounts and you will then have 7 days from the postmark date of that letter to cancel your enrollment, without penalty, by calling the Utility on the toll-free number provided in the letter or by providing written notice to the Utility. The Utility will provide you a cancellation number to confirm any cancellation during the rescission period.							
<b>Deposit or Other Fees for Switching to Constellation:</b> Constellation reserves the right to charge a deposit of \$145 if you do not meet Constellation's creditworthiness requirements. Constellation does not charge switching fees to switch to Constellation's service. Your current supplier and/or the Utility may charge such fees							
<b>Guarantee Period:</b> You may terminate this Agreement without incurring an early termination fee within 90 days after entering into it (the "Guarantee Period") by notifying Constellation that you would like to return to Utility service. Upon your termination of this Agreement during the Guarantee Period, your Accounts will be returned to Utility service on the next available meter read date and will remain responsible for payment for electricity supply and related costs and charges incurred under this Agreement. Any incentives Constellation may offer to you in connection with you entering into this Agreement require your Account to be active and in good standing at the time the incentive is fulfilled.							
<b>Savings:</b> Savings are not guaranteed.							
<b>Constellation's Contact Information:</b> P.O. Box 4911, Houston, TX 77210-4911 Telephone: 855-465-1244, Contact us with any questions between the hours of 8:00 a.m. and 8:00 p.m. eastern time on weekdays, except holidays. Website: <a href="http://www.constellation.com">www.constellation.com</a> .							
<b>Contact Information:</b> If your complaint is not resolved after you have called Constellation and/or your Utility, or for general Utility information, you may call PUCO for assistance at 1-800-686-7826 (toll free) from 8am to 5pm weekdays, or at <a href="http://www.puco.ohio.gov">http://www.puco.ohio.gov</a> . Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio consumers' counsel (OCC) represents residential Utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from 8am to 5pm weekdays, or at <a href="http://www.pickocc.org">http://www.pickocc.org</a> .							
<b>Utility's Contact Information:</b>							
	<b>The Illuminating Company</b>	<b>Ohio Edison</b>	<b>Toledo Edison</b>	<b>Duke Energy</b>	<b>Columbus Souther Power</b>	<b>Ohio Power</b>	<b>Dayton Power and Light</b>
<b>Emergencies</b>	1.888.544.4877	1.888.544.4877	1.888.544.4877	1.800.543.5599	1.800.672.2231	1.800.672.2231	1.888.491.1357
<b>Customer Service</b>	1.800.589.3101	1.800.633.4766	1.800.447.3333	1.800.544.6900	1.800.672.2231	1.800.672.2231	1.800.672.2231
<b>General Disclosures:</b> Constellation is an independent seller of power and energy services, certified by the Public Utilities Commission of Ohio (PUCO). Constellation does NOT represent or act on behalf of the Utility, governmental bodies or consumer groups. The prices of Constellation are not regulated by PUCO. The Utility remains responsible for the delivery of power and energy to your premises and will continue to respond to any service calls and emergencies. Switching to Constellation will not impact your electric service reliability. You will receive written notification from the Utility confirming a switch of your electricity supplier. You may purchase electricity supply service from a retail electricity supplier, such as Constellation, or from the Utility. With this Agreement, you have received a copy of Constellation's environmental disclosure label, which will be updated from time to time on its website at <a href="http://www.constellation.com">www.constellation.com</a> .							

## ELECTRICITY PURCHASE AND SALE TERMS AND CONDITIONS

- 1. Purchase of Electricity Supply:** Constellation NewEnergy, Inc. ("Constellation") agrees to sell and the customer identified during the enrollment process ("you") agree to buy your full requirements of electricity and any other service identified in the Disclosure Statement for the accounts identified during the enrollment process ("Accounts") in the utility territory identified on the Disclosure Statement ("Utility") in accordance with the terms of these Electricity Purchase and Sale Terms and Conditions and the Disclosure Statement provided herewith (collectively, this "Agreement"). The "Effective Date" is the date agreed to by both you and Constellation. Both you and Constellation may be referred to herein as a "Party" and, collectively, you and Constellation may be referred to as the "Parties".
- 2. Term and Renewal:** This Agreement shall become binding on the Effective Date, provided however, the obligations of Constellation to sell and schedule electricity for the Utility's delivery to the Accounts and your obligations to purchase, take and pay for electricity supply for the Accounts shall be for the Term identified in the Disclosure Statement (subject to successful enrollment by the Utility and Section 6 below). This Agreement may also be renewed as described in the Disclosure Statement.
- 3. Pricing:** For the Initial Term, the Pricing shall be described in the Disclosure Statement, which does not include the Utility's delivery charges or any applicable taxes. From time to time, Constellation may experience an increase in costs related to the electricity and other services identified on the Disclosure Statement that results from the implementation of new, or changes (including changes to formula rate calculations) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements ("Change in Law"). "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, Utility or ISO tariff, rule of any commission or agency with jurisdiction in Ohio. If Constellation experiences a Change in Law and would like to request a change to the material terms of this Agreement as a result, Constellation may send notice requesting mutual agreement to the modification. You will then have the opportunity to, within 30 days of the notice from Constellation, affirmatively consent to the Agreement changes and remain on our service with the modified Agreement terms. If you do not consent, this Agreement will be terminated without any further obligation by you except for paying any unpaid balance as of the termination date, and you will be returned to electricity supply with your Utility. "ISO" means the independent system operator or regional transmission organization responsible for the service territory governing your account, or any successor or replacement entity.
- 4. Billing, Payment and Credit:** If Utility Billing was noted during the in the Disclosure Statement, you will be invoiced for Constellation's charges and the Utility's delivery charges by the Utility on the invoice(s) you receive from the Utility. Such billing and payment shall be subject to the applicable Utility rules regarding billing and payment procedures. Constellation's charges or credits not invoiced through the Utility shall be invoiced directly by Constellation. If Dual Billing is noted in the Disclosure Statement, you will be invoiced by the Utility for Utility charges and by Constellation for Constellation's charges. If Constellation Consolidated Billing was noted in the Disclosure Statement, you will be invoiced by Constellation for Constellation's charges and the Utility's delivery charges on the invoice(s) you receive from Constellation. For Dual Billing and Constellation Consolidated Billing, you shall pay (21) days from the invoice date in accordance with invoice instructions. Payments not received by Constellation by the due date are deemed past due and shall accrue interest daily on the unpaid balance from the due date until payment is received at the lesser of 1.5% per month or the maximum amount allowable by law. You agree to pay Constellation's costs incurred in collecting amounts owed to Constellation (which also includes delivery charges if Constellation Consolidated Billing is noted on the Disclosure Statement), including reasonable attorneys' fees and returned check charges. If you fail to pay your invoices on time, you authorize Constellation to report such failures to one or more credit reporting agencies. Consistent with applicable law, Constellation uses uniform income, deposit and credit requirements in determining whether to offer service to our customers. You hereby authorize Constellation to perform a credit check on you. If you do not meet Constellation's creditworthiness standards prior to enrollment or during the Initial Term or any Renewal Term, Constellation may request, and if requested you must provide, a deposit of \$145.00. Deposits shall earn interest at a rate of 3% per annum after such deposit has been held for 180 days. If an invoice is not paid by the due date, Constellation may apply the deposit to the unpaid balance. After 12 months of timely payments or upon termination of this Agreement, Constellation will apply the deposit as an invoice credit. Constellation may correct or cause the Utility to correct previous invoices in the event of invoicing errors. All invoices (including adjustments to those invoices) are conclusively presumed final and accurate unless such invoices are objected to by either you or us in writing, including adequate explanation and/or documentation, within 24 months after the date such invoice was rendered, provided however, we may rebill based on post-period audits or adjustments made by the ISO, the Utility, or other governmental authority, commission or agency with jurisdiction in Ohio.
- 5. Taxes:** Any tax levied against Constellation by any governmental entity that must be paid by Constellation, exclusive of Constellation's income tax or taxes levied on Constellation's real or personal property, shall be passed through to and paid by you. You must provide Constellation with any applicable exemption certificates.
- 6. Rejection, Termination, and Remedies:** Constellation reserves the right to terminate this Agreement for any non-payment of any amounts owed to Constellation under this Agreement or any other default under this Agreement by you with at least 14 days written notice. In addition to non-payment, Constellation also reserves the right to reject your enrollment or terminate this Agreement for the following defaults: you (a) fail to meet or maintain satisfactory credit standing as determined by Constellation, including failing to provide a requested deposit; (b) fail to meet minimum or maximum threshold consumption levels as determined by Constellation; (c) fail to be eligible for Utility consolidated billing or the Utility's purchase of receivables program, as applicable; (d) rescind your authorization detailed in the "Information Release" section below; (e) attempt to assign this Agreement without Constellation's consent; (f) provide any false, inaccurate or misleading information to Constellation or the Utility; (g) you are or become enrolled in the Utility's Percentage of Income Payment Program or other credit arrearage programs; or (h) are or become ineligible for supplier consolidated billing with the Utility. You may terminate without an early termination fee ("Permitted Termination") (1) during and as explained in any applicable "Guarantee Period" identified in the Disclosure Statement, or (2) as explained in the "Early Termination Fee" section in the Disclosure Statement, or (3) if you move. If Constellation terminates this Agreement as a result of your default or if

you terminate for any reason other than the Permitted Terminations, Constellation may charge an early termination fee in the amount detailed on the Disclosure Statement. The Parties agree that damages would be difficult to quantify upon a default and further agree that the early termination fee is not a penalty. A failure to pay a Utility invoice may result in disconnection by the Utility in accordance with the Utility's tariff. If you return to Utility service, you may not be served on the same terms or rates as those that apply to other customers of the Utility.

**7. Limitations:** Neither Constellation nor any of its affiliates shall be liable for any damages or claims for matters within the control of the Utility or the ISO controlled electricity grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, meter readings or injury to persons or damage to property caused by the delivery or supply of electricity. Constellation's delivery obligations cease at the Utility interconnect. **ALL ELECTRICITY SUPPLY SOLD HEREUNDER IS PROVIDED "AS IS", AND CONSTELLATION EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES AND, FURTHER, IN NO CASE SHALL CONSTELLATION'S LIABILITY EXCEED THE AMOUNT OF YOUR SINGLE LARGEST MONTHLY INVOICE DURING THE PRECEDING 12 MONTHS.**

**8. Force Majeure:** Causes and events out of Constellation's reasonable control ("Force Majeure Events") may result in interruptions in service. Constellation will not be liable for any such interruptions or any other failure to perform under this Agreement caused by a Force Majeure Event. Constellation is not and will not be liable for damages caused by Force Majeure Events, including but not limited to acts of God; acts of any governmental authority; accidents; strikes; labor disputes; required maintenance work; inability to access the Utility's system; non-performance by the Utility, including, but not limited to, a facility outage on the Utility's distribution lines; changes in laws, rules or regulations of any governmental authority; or any cause beyond our reasonable control.

**9. Information Release:** You authorize Constellation to obtain information from the Utility related to the Accounts including without limitation account name, account number, billing address, service address, telephone number, standard offer service type, historical electricity usage, rate classification, meter readings, characteristics of electricity supply, and billing and payment information. You authorize Constellation to release such information to third parties and to Constellation's affiliates and subcontractors. These authorizations will remain in effect as long as this Agreement is in effect. You may rescind these authorizations at any time by either calling or providing written notice to Constellation at contact information provided. Constellation is prohibited from disclosing your social security number and/or account number(s) without your affirmative written consent, except for the purpose of collections and credit reporting, participation in programs funded by the universal service fund, pursuant to section 4928.54 of the Revised Code, or assigning this Agreement to another certified retail electric provider. You may request from Constellation, twice within a 12-month period, up to 24 months of your payment history without charge.

**10. Disputes:** For questions about this Agreement you may call Constellation using the contact information provided in the Disclosure Statement. Constellation will refer all issues to a representative who in good faith will use reasonable efforts to reach a mutually satisfactory solution. If your complaint is not resolved after you have called Constellation, or for general utility information, as a residential or business customer you may contact the public utilities commission of Ohio ("PUCO") using the contact information provided in the Disclosure Statement. **BOTH YOU AND CONSTELLATION AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS CONTRACT.** Nothing in this Agreement shall impair your right to make an informal or a formal complaint to the PUCO.

**11. Miscellaneous:** Contact information for Constellation, the Utility and the applicable state Commission is provided in the Disclosure Statement. The Agreement shall be governed by and construed in accordance with the laws of the State where the Account(s) reside, without regard for the conflicts of law provisions thereof. Subject to regulatory approvals and any required notice from Constellation, Constellation may assign this Agreement without your consent. You may assign this Agreement only with Constellation's prior written consent. The Agreement (including without limitation the Accounts and other information identified during the enrollment process) shall be considered the entire agreement between the Parties, superseding all verbal and written understandings. This Agreement shall only be amended in a writing signed by both Parties or in accordance with the Renewal process identified in the Disclosure Statement. The individual undertaking the enrollment process on your behalf warrants that he or she is authorized to (a) enter into this Agreement on your behalf, (b) make decisions with respect to the Accounts, and (c) enroll with and change the Accounts' electricity supplier to Constellation and make the billing election identified on the Disclosure Statement. You should contact the Utility in the event of an electric emergency at the phone numbers identified on the Disclosure Statement. Future correspondence may be sent by Constellation to you via first class mail, postcard, and/or electronic mail.

# **Attachment E**



# NATURAL GAS AND ELECTRICITY FIXED PRICE PLAN (Customer Agreement)

# SVC

Ohio PUC Certification #02-023G(5) and Certification # 01-074E(6)

P.O. Box 2210, Buffalo, New York 14240-2210

☎ 1.866.587.8674 📠 1.888.548.7690 🌐 justenergy.com ✉ cswest@justenergy.com

## General Terms and Conditions

**1. Key Defined Terms. Agreement:** collectively, the Customer Agreement (front page, any enrollment correspondence), Acknowledgment Form, these General Terms and Conditions. **Breach:** you will be in Breach if you (i) violate a term of this Agreement or your Utility's rules; or (ii) switch to another Commodity supplier. **Commodity:** the Electricity and/or Gas commodity that we will supply to your Location(s) as per this Agreement. **Customer:** the account holder named on the Customer Agreement, also referred to as "I", "my", "you" and "your". **Electricity:** the electricity commodity that we will supply to your Location(s). **Gas:** the natural gas commodity that we will supply to your Location(s). **Generation Charges:** The charges for the production of electricity. **Just Energy:** Just Energy Solutions Inc. Also referred to as "we", "our", and "us". **JustGreen:** the verified emissions reductions, allowances or instruments we purchase and retire on your behalf based on the participation level you choose. **Location:** each Service Delivery Identifier and/or Electricity and/or Gas account on the Customer Agreement. **PJM:** The regional transmission organization and wholesale electric market for your Utility's service territory. **Price:** as set out on the Customer Agreement, the Electricity and/or Gas Price. **PUCO:** the Public Utility Commission of Ohio. **Transmission Charges:** charges for moving high voltage electricity from a generation facility to the distribution lines of an electric distribution company. **Transmission Service Charges:** fees for switching, disconnecting, reconnecting or maintaining electric service or equipment, or transmission or transmission-related charges, that are imposed by law, rule, regulation or tariff, or Commission rule or order. **Utility:** your local electricity or natural gas distribution utility.

**2. Right of Rescission.** Once you have enrolled to receive generation service from Just Energy, your Utility will send you a confirmation letter. You have the right to rescind your enrollment without penalty within seven (7) days following the postmark date of that letter by following the instructions contained therein. The Right of Rescission only applies when a customer initially switches to a supplier and not upon renewal.

**3. Notice of Appointment.** You give us the exclusive right to act as your agent in making all supply and delivery arrangements with your Utility and others so that we may provide your full Electricity and/or Gas and JustGreen.

**4. Enrollment.** Your ability to enter this Agreement depends on whether you meet certain requirements: (a) your Utility accepts our request to enroll you in accordance with the Utility's enrollment rules; (b) we can verify your information by recorded phone call (or other means acceptable to us) as required by the rules of the State of Ohio; (c) if you are an Electricity customer, you are creditworthy; (d) we can verify that you have been offered the price tier that corresponds to your historical consumption, if applicable to the product, and (e) you are not already enrolled with us (existing customers cannot enter into this Agreement except pursuant to a re-contract, as reflected by a capital letter "R" in the upper right corner of the Customer Agreement). At our discretion, if you have not been enrolled within 60 days of executing this Agreement, it may terminate without penalty to either party."

**5. Term.** The Term begins on the "Start Date" and expires on the "Expiration Date". **Start Date:** the day we begin supplying Electricity and/or Gas to your Location which shall begin with the next available meter reading after processing of the request by us and your Utility. If this is a re-contract or renewal the Start Date is the day following the end of your current agreement. **Expiration Date:** our last day of Electricity and/or Gas supply to your Location. Please contact us to terminate this Agreement and allow for time needed to obtain a final meter read. A new Term will begin if Agreement is renewed.

**6. Renewal.** This Agreement may be automatically renewed with new Terms and Conditions. We will provide renewal notices in advance of any changes to your Terms and Conditions in accordance with governing Ohio Law. This Agreement may also be automatically renewed on to a Variable Rate.

**7. JustGreen.** We will purchase and retire verified emissions reductions, allowances or instruments ("carbon credits") to offset your natural gas consumption multiplied by the JustGreen Gas participation level you selected up to 100%. We will purchase and retire renewable energy certificates or attributes ("green energy") equivalent to your electricity usage multiplied by the JustGreen Power participation level you selected up to 100%. You can request (a) to change your level or (b) to discontinue your participation at any time, so long as you are not in Breach of this Agreement at the time of the request. We can suspend or discontinue JustGreen at any time. If JustGreen is discontinued by you or by us, you will then stop paying for it but the rest of this Agreement will remain in effect. Carbon credits and green energy that we purchase and retire on your behalf will remain our legal property.

**8. Charges (and Credits) under this Agreement.** We will supply you with Electricity and/or Gas and JustGreen for the Location, as applicable. You agree to pay for all these related charges. **8.1 Electricity Charge.** You will be charged your Electricity consumption (in kWh) multiplied by the Electricity Price. **8.2 JustGreen Electricity Charge.** Your Electricity consumption, in kWh, multiplied by your JustGreen Electricity Price. **8.3 Gas Charge.** You will be charged your Natural Gas consumption (in Mcf or Ccf) multiplied by the Gas Price. **8.4 JustGreen Gas Charge.** Your Gas consumption, in Ccf or Mcf, multiplied by your JustGreen Gas Price. **8.5 Utility Charges.** Utility charges

relate to the Gas and/or Electric Utility's costs for balancing and delivery. For consumers who purchase their gas and/or electricity supply directly from a Utility, the costs associated with these charges, as well as additional costs, are recovered through the Utility's commodity charge. You understand that upon entering into this Agreement, the Utility Charges: (i) will be itemized as a separate line item on your Electricity or Gas bill; (ii) are charged to you based on your total usage in each billing period; and (iii) are subject to change (the underlying rates are filed by the Utility with the PUCO). You also understand that the Utility may charge you a fee to switch to us. **8.6 Budget Billing.** Just Energy does not offer budget billing/level payment plan. **8.7 Taxes.** You will pay all lawful taxes that may apply to the above charges.

**9. Billing, Payment.** Your Utility will bill you on our behalf at the same billing intervals used for their customers. We have the right to bill you directly. Electricity and/or Gas usage will be measured or estimated by your Utility. We can correct a billing error up to 15 months after the original incorrect bill and you will then receive a check or invoice for the applicable credit or debit. You agree to pay all amounts on your bill by the stated due date. If you fail to do so your service may be terminated in accordance with the Utility's tariffs and this Agreement may be terminated after we give you at least fourteen (14) days written notice. You may request from us without charge, up to twice within a 12-month period, up to 24 months of your payment history for services rendered by us.

**10. Ending this Agreement Early, Breach.** If this Agreement ends early, for any reason, you must still pay all amounts charged to you up to the early end date. If you switch back to your Utility you may or may not be served under the same rates, terms, and conditions that apply to other customers served by your Utility. **Your Right to Cancel:** You may cancel this Agreement early per your right to rescind described in paragraph 2. You may cancel this Agreement via verbal communication to Just Energy at any time and an Exit Fee will not apply. In addition you may cancel without penalty if this a renewal. If this Agreement has already been processed by your Utility, then it may take between 1-2 meter reads for cancellation to take effect. **Our Right to Cancel:** We may end this Agreement, at no cost to us, if: (a) required/allowed by law; (b) a legislative or regulatory change materially alters our ability to perform this Agreement; (c) you move; (d) you are not enrolled in the price tier that corresponds to your historical consumption, if applicable to the product; (e) there is a material change in the way you consume electricity and/or natural gas, such as but not limited to installation or removal of equipment; or (f) you commit a "Breach." This Agreement automatically terminates without penalty to either party if: (1) your Location is not serviced by the Utility; (2) you move outside the service area or to an area not serviced by Just Energy or the Utility; (3) Just Energy returns you to the Utility; (4) you fail to make timely payments; or (5) it is not implemented within 12 months.

**11. Exit Fee.** You may cancel this Agreement via verbal communication to Just Energy at any time and no Exit Fee will apply. If you switch to another supplier or cancel this Agreement via verbal or written communication to your Utility more than 30 days after the issuance of your first bill with Just Energy as your supplier, an Exit Fee of \$50 (the "Exit Fee") per Commodity will apply. No Exit Fee will be applied if this is a renewal. You understand that it may take us 1-2 billing cycles to complete the switch back to default supply. You have the option to switch plans at any time without paying an Exit Fee by calling Just Energy directly.

**12. Customer Information, Credit Review.** You authorize us to request, access, use and update information about you (including contact, billing and credit history, and consumption information) and, with the exclusion of your credit history, to obtain it from and provide it to your Utility, our affiliates and service providers, and to communicate with you about other products and services offered by us and our affiliates. Just Energy is prohibited from disclosing your social security number and/or account number(s) without your consent except for (i) Just Energy's own collections and credit reporting; (ii) participation in programs funding by the universal service fund pursuant to section 4928.52 of the Ohio Revised Code; or (iii) assigning your contract to another energy provider.

**13. Limitation of Liability.** Our liability under this Agreement is limited to direct actual damages. We are not liable for incidental, consequential, punitive, or indirect damages, lost profits or lost business or for any act or omission of your Utility relating to the supply of or delivery of Electricity and/or Gas to your Location(s).

**14. Disputes.** Both parties will use good faith reasonable efforts to resolve a dispute. If your complaint is not resolved after you have called Just Energy, 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 8:00 a.m. to 5:00 p.m. weekdays, or at [www.puco.ohio.gov](http://www.puco.ohio.gov). Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio consumers' counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1.877.742.5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at <http://www.pickocc.org>. To avoid being in Breach, you must still pay all undisputed sums by their due date. Any dispute resolution proceedings,

whether in arbitration or court, will be conducted only on an individual basis and not in a class or representative action or as a named or unnamed member in a class, consolidated, representative or private attorney general action.

**15. Amendment, Assignment.** We may amend this Agreement by sending you written notice. If a Change in Law occurs, Just Energy may pass through any associated costs or credits to you without markup. "Change in Law" means any judicial decision, order, new law or regulation, or change in the application of any applicable law or utility rate structure that alters the market structure in the Utility or ISO, requires a change in the method by which prices are calculated (including but not limited to changes to formula rate calculations) under this Agreement or materially affects Just Energy's ability to perform its obligations under this Agreement. If this happens, these costs or credits will be passed through to you at no markup and you will be given 30 days' notice. We may assign all or any part of our interest in this Agreement, including to another retail natural gas supplier, without your consent. You cannot assign this agreement without our consent.

**16. Inability to Perform.** You accept that certain events beyond our control, including force majeure, events declared by our direct or indirect suppliers, may affect our ability to supply Electricity and/or Gas or JustGreen at your Price. If this happens, you or Just Energy may, without liability, cancel this Agreement.

**17. Notice.** We will send notices to your billing or service address. You must send us notice to our mailing address. We may provide a general notice by posting it on our website at [justenergy.com](http://justenergy.com).

**18. Governing Law.** Laws of the State of Ohio govern this Agreement.

**19. Miscellaneous.** The Agreement contains the entire agreement between Just Energy and you and may not be contradicted by any prior or contemporaneous oral or written document and can only be amended if agreed to by our head office via written notice or recorded telephone call. You agree to the recording of phone calls related to this Agreement. Electronic, e-mail and fax signatures are for legal purposes equivalent to original signatures. If any part of this Agreement is deemed unenforceable the remainder of the Agreement will remain in full force and effect. If this Agreement is not implemented within 12 months of signing, it will be deemed terminated at no cost to either you or us. This Agreement benefits and binds the parties and their respective successors and assigns. No delay by us to exercise our rights will constitute a waiver of such rights.

**20. Utility Contact Information.** You can reach Dominion East Ohio at 1.800.362.7557, Columbia Gas of Ohio at 1.800.344.4077, Duke Energy at 1.800.544.6900, Vectren Energy Delivery of Ohio at 1.800.227.1376, Dayton Power & Light Company at 1.800.433.8500, AEP Ohio at 1.800.672.2231, Ohio Edison at 1.800.633.4766, The Illuminating Company at 1.800.589.3101, Toledo Edison at 1.800.447.3333.

**21. Just Energy Contact Information.** You can contact Just Energy at 1.866.587.8674 weekdays from 9:00 am to 5:00 pm Eastern Standard Time or at P.O. Box 2210, Buffalo, New York 14240-2210.

**Competitive Electric or Natural Gas Supplier Information**

**(Contract Summary)**

Ohio PUC Certification #02-023G(5) and Certification # 01-074E(6)

SVC/MVC

P.O. Box 2210, Buffalo, New York 14240-2210

Phone: 1.866.587.8674 Fax: 1.888.548.7690 Web:justenergy.com Email:cswest@justenergy.com

Ohio Residential, Small & Medium Commercial Contract	
<b>Price Structure</b>	Natural Gas and Electricity Fixed Price Plan
<b>Supply Price</b>	Electricity Price: 4.9900¢/kWh
<b>Incentives</b>	<p><b>Fixed Price Natural Gas and Electricity.</b></p> <ul style="list-style-type: none"> <li>• Price Protection – Budget your energy costs more effectively. Never pay more than your fixed rate for your electricity or natural gas supply</li> <li>• Same utility same service - Your local utility will continue to deliver your supply and provide you with your utility bill.</li> </ul> <p><b>Green Energy Product Option.</b></p> <ul style="list-style-type: none"> <li>• Environmentally responsible energy - offset the equivalent of up to 100% of your consumption through purchases of renewable energy credits or carbon offsets.</li> </ul>
<b>Contract Start Date</b>	Start Date: the day we begin supplying Electricity and/or Gas to your Location which shall begin with the next available meter reading after processing of the request by us and your Utility. If this is a re-contract or renewal the Start Date is the day following the end of your current agreement.
<b>Contract Term/Length</b>	Expiration Date: our last day of Electricity and/or Gas supply to your Location. Please contact us to terminate this Agreement and allow for time needed to obtain a final meter read. A new Term will begin if Agreement is renewed.
<b>Cancellation/Early Termination Fees</b>	You may cancel this Agreement via verbal communication to Just Energy at any time and no Exit Fee will apply. If you switch to another supplier or cancel this Agreement via verbal or written communication to your Utility more than 30 days after the issuance of your first bill with Just Energy as your supplier, an Exit Fee of \$50 (the "Exit Fee") per Commodity will apply. You understand that it may take us 1-2 billing cycles to complete the switch back to default supply. You also have the option to switch plans at any time without paying an Exit Fee by calling Just Energy directly.
<b>Rescission</b>	Right of Rescission. Once you have enrolled to receive generation service from Just Energy, your Utility will send you a confirmation letter. You have the right to rescind your enrollment without penalty within seven (7) business days following the postmark date of that letter by following the instructions contained therein. The Right of Rescission only applies when a customer initially switches to a supplier and not upon renewal.
<b>Renewal Terms</b>	This Agreement may be automatically renewed with new Terms and Conditions or on to a Variable Rate. We will provide renewal notices in advance of any changes to your Terms and Conditions in accordance with governing Ohio Law.

**For additional information, please refer to your Terms and Conditions. Please retain this document for your records. If you have any questions regarding this agreement, contact your competitive supplier using the information above.**

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

**Commission of Ohio Docketing Information System on**

**10/8/2021 3:47:46 PM**

**in**

**Case No(s). 17-1843-EL-ORD, 17-1844-EL-ORD, 17-1862-EL-ORD, 17-1845-GA-ORD, 17-1846-GA-OR**

Summary: Comments Initial Comments by the Citizens' Utility Board of Ohio electronically filed by Ms. Madeline Fleisher on behalf of Citizens' Utility Board of Ohio