

February 2, 2022

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

**RE: Electric Governmental Aggregation Opt-Out Notice to Newly Eligible Customers in the Village of Silverton (Case Number 14-2294-EL-GAG).**

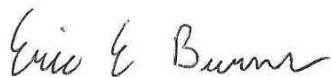
Attached please find a copy of the opt-out notice being sent to newly eligible customers in the Village of Silverton's electric aggregation program. Please file this under Case number 14-2294-EL-GAG.

The mailing is currently scheduled to begin on or after February 14, 2022 and the opt-out period is currently scheduled to end on or after March 7, 2022. Energy Harbor is the supplier to the program and the local utility company is Duke Energy.

Independent Energy Consultants, Inc. is providing aggregation consulting services to the Village of Silverton and is filing this on their behalf.

If you have any additional needs or questions, please call me at 330-995-2675 or email me at [eburns@naturalgas-electric.com](mailto:eburns@naturalgas-electric.com)

Sincerely,



Eric E Burns  
Operations Manager

Attachments

Feb 14 - Mar 7, 2022



## Village of Silverton

### Community Electric Aggregation Notification

Dear Resident or Small Business,

Welcome to your community’s electric aggregation program. In November 2014, members of your community voted in favor of government aggregation, a program authorizing your local officials to purchase electricity from an electric generation supplier certified by the Public Utilities Commission of Ohio. Your community has selected Energy Harbor to be your electric service provider.

### How You Benefit

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



	Your Electric Utility	100% Green Fixed Price <sup>1</sup>	Term End	Termination Fee
<b>Residential</b>	Duke Energy	4.989 cents per kWh	April 2023	None
<b>Small Business</b>	Duke Energy	4.989 cents per kWh	April 2023	None

### Same Reliable Service

You will continue to receive a single, easy-to-read bill from your local electric utility with your Energy Harbor charges included. There is no cost for enrollment, you will not be charged a switching fee, and **you do not need to do anything to participate.**

### Opt Out Information

**You may choose to leave the program at any time, without penalty, and will NOT be charged a cancellation fee.** If you do not want to participate in the aggregation program, you must complete one of the following by the Opt Out Deadline:

- **MAIL:** Return the enclosed **Opt Out Reply Form**
- **PHONE:** Call Energy Harbor at 1-866-636-3749 to opt out over the phone
- **WEB:** Enter your 10-digit **Opt Out Code** online at [energyharbor.com/opt-out](http://energyharbor.com/opt-out)

<b>Opt Out Deadline</b>
Mar 7 - Mar 28, 2022

### Enrollment Information

Following the opt out deadline, future bills will reflect the Energy Harbor price listed above upon your next available meter read date, which may take up to 30-45 days. If you are not currently receiving electric generation from Energy Harbor, your electric utility will send you a letter confirming your participation. **To become a member of your community’s electric aggregation program, you don’t need to take any action when this letter arrives.**

Please refer to the enclosed Terms and Conditions and FAQs (reverse) for more information. Your community encourages members with questions regarding the electric aggregation program to contact Energy Harbor directly. If you have any questions or wish to opt out, please contact us toll-free at 1-866-636-3749, Monday - Friday, 8 am to 5 pm.

Sincerely,

**Tom Carroll, Village Manager and Energy Harbor**

## Community Electric Aggregation Program FAQs v.12.20

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

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

### **Who is Energy Harbor?**

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

### **<sup>1</sup>What is a “100% Green Fixed Price”?**

The price you will receive each month does not change. Additionally, your electricity is paired with a Renewable Energy Certificate (REC). A REC represents the environmental benefit of electricity generated by a renewable energy resource like wind or solar. For every unit of renewable energy generated, a REC is created. For every kWh you use, Energy Harbor purchases an equivalent number of RECs from a renewable energy source, supporting renewable electricity production. 100% of the RECs paired with your electricity is in addition to the state-minimum for Ohio (see Terms and Conditions).

### **How will I know if I can save money in the aggregation?**

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

### **Why am I receiving this letter if I'm in the aggregation?**

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

### **What does it mean to opt out?**

Opt out means that you can decide to not participate in your community's electric aggregation program. If you chose to opt out via any of the methods indicated on the front of this notification, you will not be enrolled with Energy Harbor and will not receive further notifications until the end of the current term.

### **What happens if I do not opt out?**

Whichever method you chose, you must do so by the Opt Out Deadline, or you will be automatically included in your community's electric aggregation program.

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

Yes, you may leave the aggregation program at any time. *You will not be charged an early termination or cancellation fee* if you choose to leave the program at later date for any reason.

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

If you opt out or leave the program at a later date you will be returned to your utility's standard service offer and might not be served under the same rates, terms, or conditions that apply to other customers served by the electric utility. You may also shop for an alternative generation supplier. A list of competitive electric suppliers certified by the PUCO and their current prices are available by calling 1-800-686-PUCO (7826).

### **As part of the aggregation, will Energy Harbor continue or allow me to begin to budget bill my supplier charges?**

For customers in Toledo Edison, The Illuminating Company, Ohio Edison and Duke Energy your utility includes supplier charges in the monthly budgeted amount. No action is necessary to continue that service. However, Energy Harbor will not automatically budget the generation portion of your electric bill in AEP Ohio and AES Ohio service areas. AEP Ohio and AES Ohio will continue to budget the delivery portion of your bill. If you are currently on, or enter into, a budget billing program with AEP Ohio or AES Ohio after enrolling with Energy Harbor and have at least 10 months of usage with Energy Harbor at your current service address, please call 1-866-636-3749, to determine if a budget billing offer through Energy Harbor is available in your community.

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

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

### **Who is not eligible for an electric aggregation program?**

Customers on a special arrangement with the utility such as net-metering, Percentage of Income Payment Plan (PIPP), and mercantile customers who have not provided affirmative consent to join are not eligible for the program. Mercantile and customers with usage greater than 700,000 kWh must contact Energy Harbor to opt-in to the program.

### **What is the toll-free number for questions?**

If you have any other questions, please call 1-866-636-3749, Monday - Friday, 8 am to 5 pm.

## VILLAGE OF SILVERTON OPT OUT REPLY FORM

<b>Mail</b>	Return This Form
-------------	------------------

**Option 1: Do Nothing to Join**

**OR**

**Option 2: Opt Out by: Mar 7 - Mar 28, 2022**

<b>Phone</b>	1-866-636-3749
--------------	----------------

**MAIL TO:** Community Electric Aggregation Opt-Out c/o Energy Harbor, 168 E Market St, Akron, Ohio 44308

<b>Web</b>	<a href="http://energyharbor.com/opt-out">energyharbor.com/opt-out</a>
------------	--

Account Holder Signature: \_\_\_\_\_

Residential and Small Commercial – Electric Terms and Conditions	
Governmental Aggregation Product	<b>Fixed Price - AllGreen</b>
Electric Distribution Utility (“EDU”)	<b>Duke Energy Ohio, Inc.</b>
Price and Length of Agreement	<b>4.989 ¢/kWh through your April 2023 meter read</b>
Cancellation/Termination Fee	<b>None</b>

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

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

**Definitions:** *Generation Charge* – Charge for the production of electricity. *Transmission Charge* – Charge for moving high voltage electricity from a generation facility to the distribution lines of the EDU. *Distribution Service* – Physical delivery of electricity to customers by the EDU.

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

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

**Basic Service Prices:** During the term of this Agreement, you agree to pay Energy Harbor a price indicated in the table above for a total combined Transmission, Generation and Generation Related Charge (“Retail Electric Service”). Your Price to Compare (“PTC”) consists of bypassable transmission, generation and transmission and generation related components, which are charges associated with the costs of purchased power and the cost to deliver the power through the transmission system. These are the charges that you would avoid for that billing period when you switch to Energy Harbor. In addition to Energy Harbor’s charges, you will be charged by your EDU for distribution and various other charges. Your price may also include a fee assessed by a broker or agent representing your community.

**Length of Agreement:** As a part of your community’s program, your Retail Electric Service from Energy Harbor will start on your next available meter read after processing of the enrollment by your EDU, and continue through the term indicated in the table above. The program may be terminated prior to the term pursuant to the terms of the master agreement between Energy Harbor and your community for the aggregation program. Should the program be terminated, you will be returned to your EDU’s standard service offer or its successor. In the event that any change in any statute, rule, regulation, order, law, or tariff promulgated by any court, governmental authority, utility, Independent System Operator (“ISO”), Regional Transmission Organization (“RTO”) or other service provider, or any change in operating procedure, alters to the detriment of Energy Harbor its costs to perform under this Agreement, you may receive a notification from Energy Harbor. This notification will include a description of one or more of the situations described above. Energy Harbor may offer you new Terms and Conditions. You must indicate your affirmative consent to the new Terms and Conditions as specified in the notices. If you do not contact Energy Harbor to accept the new terms, this Agreement will terminate on the date specified in the notices, and you may be returned to your EDU for Retail Electric Service. Alternatively, Energy Harbor may decide to terminate this Agreement, and you will receive prior written notice of the termination, after which you may be returned to your EDU for Retail Electric Service. Whether Energy Harbor offers you new terms or terminates this Agreement under this provision, you will not be responsible for the cancellation/termination fee (if any) set forth in the table above. You must still pay all Energy Harbor charges through the date you are returned to your EDU or switched to another CRES provider for service.

**Billing:** You will continue to receive a single bill from your EDU that will contain both your EDU and Energy Harbor charges. Energy Harbor reserves the right to unilaterally modify this billing format in the event your EDU is unable or unwilling to provide consolidated billing in this format or changes the calculation of the PTC. If you do not pay your bill by the due date, Energy Harbor may cancel this Agreement after giving you a minimum of fourteen (14) days written notice. Upon cancellation you will be returned to your EDU as a customer. You will remain responsible to pay Energy Harbor for any electricity

used before this Agreement is cancelled, as well as any late payment charges. If you have 12 months of billing history and you are enrolled in budget billing with the EDU, you can enroll in a budget billing program once per year. At the end of the contract term, you are responsible for payment of any outstanding balance upon final contract true up. Energy Harbor reserves the right to adjust your monthly budget amount prior to final contract true up. If you enroll in budget billing, then choose not to be in the program or if you become two consecutive monthly payments overdue, you will be removed from budget billing, your account will be reconciled, and you will be billed for the outstanding budget balance on your next billing cycle. Failure to pay electric utility charges may result in you being disconnected in accordance with your EDU's tariff.

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

**Cancellation/Termination Provisions:** You may terminate this Agreement, without penalty, if you move out of the EDU service territory or into an area where Energy Harbor charges a different price. There may be a Cancellation/Termination Fee indicated in the table above if you terminate this Agreement for any other reason, except as expressly provided herein. Upon termination with Energy Harbor and return to the standard service offer with your EDU, you may not be served under the same rates, terms, and conditions that apply to other EDU customers.

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

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

**Dispute Procedures:** Contact Energy Harbor with any questions concerning the terms of service by phone at 1-888-254-6359 (toll-free) M-F 8:00 am to 5:00 pm EST or in writing at Energy Harbor, Attn: Contract Administration, 168 East Market St, Akron, OH 44308. Our web address is [www.energyharbor.com](http://www.energyharbor.com). If your complaint is not resolved after you have called your electric supplier and/or your electric utility, or for general utility information, residential and business customers may contact the PUCO for assistance at 1-800-686-7826 (toll free) M-F 8:00 am to 5:00 pm EST 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) M-F 8:00 am to 5:00 pm EST, or at [www.pickocc.org](http://www.pickocc.org).

**Force Majeure Termination:** Energy Harbor will make commercially reasonable efforts to provide your electric service but does not guarantee a continuous supply of electricity. Certain causes and events are out of Energy Harbor's reasonable control ("Force Majeure Event(s)") and may result in interruptions in service. Energy Harbor will not be liable for any such interruptions caused by a Force Majeure Event, including but not limited to, acts of God, war, civil disturbance, insurrection, terrorism, fire, flood, earthquake, acts of default of common carriers, strikes, boycotts, unforeseen maintenance, unforeseen shutdowns or deficiencies of sources of supply, inability to access the local distribution utility system, nonperformance by the EDU or other similar circumstances beyond Energy Harbor's reasonable control.

**Miscellaneous:** You have the right to request from Energy Harbor, twice within a 12-month period, up to 24 months of payment history, without charge. Energy Harbor will not release your Social Security number and/or account number(s) without your written consent except for Energy Harbor's collections and reporting, participating in programs funded by the universal service fund, pursuant to ORC section 4928.54, or assigning a customer's contract to another CRES provider. Energy Harbor's environmental disclosure statement is available for viewing on our website [www.energyharbor.com](http://www.energyharbor.com). Energy Harbor will make the required quarterly updates to the statement electronically on our website and will also provide the information upon request. Energy Harbor may assign its rights to another CRES provider, including any successor, in accordance with the rules and regulations of the PUCO. Energy Harbor assumes no responsibility or liability for the following items that are the responsibility of the EDU: operation and maintenance of the EDU's electrical system, any interruption of service, termination of service, or deterioration of the EDU's service. In the event of a power outage, you should contact your local EDU. You are responsible for providing Energy Harbor with accurate account information. If said information is incorrect, Energy Harbor reserves the right to reprice the applicable account(s) or terminate the Agreement. Energy Harbor reserves the right to return any customer to the EDU if the customer's rate code is changed and the account is no longer eligible for this program.

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

Green Energy Price Disclosure Statement	
Product (Rate Structure)	<b>Fixed Price - AllGreen</b>
Percentage of Green Energy	<b>100%</b>
Competitive Retail Electric Supplier ("CRES")	<b>Energy Harbor</b>
Electric Distribution Utility ("EDU")	<b>Duke Energy Ohio, Inc.</b>
Green Energy Price & Length of Agreement	<b>4.989 ¢/kWh through your April 2023 meter read</b>
Length of Agreement	<b>Up to 36 Months</b>
Cancellation/Termination Fee	<b>None</b>

Energy Harbor provides you with Retail Electric Supply, subject to the terms and conditions contained in your Agreement. Energy Harbor's 100% green energy product, "AllGreen", is a Renewable Energy Certificate ("REC") product and does not contain electricity. A REC represents the environmental benefits of 1 megawatt hour (MWh) of renewable energy that can be paired with electricity. Your REC purchase supports renewable electricity production in the region of generation. For every unit of renewable electricity generated, an equivalent amount of RECs is produced by purchasing and pairing RECs with your electricity service, you are using and receiving the benefits of that renewable electricity. Your REC purchase also helps build a market for renewable electricity. Increased demand for renewable electricity helps reduce conventional electricity generation in the region where the renewable electricity generator is located. It also has other local and global environmental benefits, which may include emitting little or no regional air pollution or carbon dioxide. For more information, see [www.green-e.org/rec](http://www.green-e.org/rec).

AllGreen RECs are verified and certified by Green-e Energy and meets the environmental and consumer-protection standards set forth by the nonprofit Center for Resource Solutions. Energy Harbor is required to disclose the quantity, type and geographic source of each certificate. Green-e Energy also verifies that the renewable energy certificates are not sold more than once or claimed by more than one party. Please refer to the attached **Product Content Label** for this information.

Your **fixed green energy price** includes the cost of the AllGreen REC as well as your electricity and **will not change through the Length of Agreement**. Your EDU will bill you for total electric service including transmission, distribution, and your monthly green energy charge from Energy Harbor. Your Agreement will start with your next available meter read date and will continue through the Length of the Agreement. Your actual meter read date is determined by your EDU.

The **average monthly electricity consumption** for a U.S. Residential utility customer is **867 kWh per month** while the average monthly electricity consumption for a U.S. Commercial utility customer is **6,143 kWh per month** [Source: EIA, 2017]. The following table provides you an **estimate** of your monthly green energy charge based on this usage. Your actual bill will vary based on your use of electricity. Per the terms and conditions of your Agreement, you may be charged a late fee of 1.5% of the total amount due if payment is not received by the due date.

Example Bill Calculation	
Average Monthly Electricity Consumption (A)	<b>867 kWh</b>
Green Energy Price (B)	<b>4.989 ¢/kWh</b>
Monthly Green Energy Charge (A) x (B ÷ 100)	<b>\$43.25</b>

Green-e Energy requires companies to provide their customers with this notice of Price and Terms and Conditions of service. From the time you receive this, you have either 7 calendar days to change your mind about purchasing green energy. You may cancel your Agreement to purchase this product from Energy Harbor by calling the customer service number or writing to the billing address listed below.

Energy Harbor  
 168 East Market St, Akron, OH 44308  
 1-888-254-6359 (Monday through Friday from 8:00 am – 5:00 pm EST)  
[firstchoice@fes.com](mailto:firstchoice@fes.com)  
[www.energyharbor.com](http://www.energyharbor.com)



For more information about Green-e Energy, write Green-e Energy, 1012 Torney Ave, 2nd Floor, San Francisco, CA 94129 or log onto [www.green-e.org](http://www.green-e.org).

**2019 ALLGREEN PROSPECTIVE PRODUCT CONTENT LABEL<sup>1</sup>**

AllGreen is sold in blocks of 1,000 kilowatt-hours (kWh) or matches 100% of your electricity usage. In 2019, AllGreen will be made up of the following new renewable resources averaged annually.

Green-e Energy Certified New <sup>2</sup> Renewables in AllGreen 2019		Generation Location
Biomass	0%	
Geothermal	0%	
Low Impact Hydroelectric	0%	
Solar	0%	
Wind	100%	National
<b>Total Green-e Energy Certified New Renewables</b>	<b>100%</b>	

1. These figures reflect the renewables that we have contracted to provide. Actual figures may vary according to resource availability. We will annually report to you before August 1 of next year in the form of a Historic Product Content Label the actual resource mix of the electricity you purchased.
2. New Renewables come from generation facilities that first began commercial operation within the past 15 years.

For comparison, the current average mix of resources supplying the US includes: Natural Gas (32%), Coal (30%), Nuclear (20%), Renewable Non-hydroelectric (10%), Renewable Hydroelectric (7%), and Oil (1%). [Source: EIA, 2017].

The average home in the United States uses 867 kWh per month. [Source: EIA, 2017].

AllGreen is a Renewable Energy Certificate (REC) product and does not contain electricity. A REC represents the environmental benefits of 1 megawatt hour (MWh) of renewable energy that can be paired with electricity.

For more information, see [www.green-e.org/rec](http://www.green-e.org/rec) or contact us at:

Energy Harbor  
 168 East Market St, Akron, OH 44308  
 1-888-254-6359 (Monday through Friday from 8:00 am – 5:00 pm EST)  
[firstchoice@fes.com](mailto:firstchoice@fes.com)  
[www.energyharbor.com](http://www.energyharbor.com)



AllGreen is Green-e Energy certified and meets the environmental and consumer-protection standards set forth by the nonprofit Center for Resource Solutions. Learn more at [www.green-e.org](http://www.green-e.org).



Residential and Small Commercial – Electric Terms and Conditions	
Governmental Aggregation Product	<b>Fixed Price - AllGreen</b>
Electric Distribution Utility (“EDU”)	<b>Duke Energy Ohio, Inc.</b>
Price and Length of Agreement	<b>4.989 ¢/kWh through your April 2023 meter read</b>
Cancellation/Termination Fee	<b>None</b>

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

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

**Definitions:** *Generation Charge* – Charge for the production of electricity. *Transmission Charge* – Charge for moving high voltage electricity from a generation facility to the distribution lines of the EDU. *Distribution Service* – Physical delivery of electricity to customers by the EDU.

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

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

**Basic Service Prices:** During the term of this Agreement, you agree to pay Energy Harbor a price indicated in the table above for a total combined Transmission, Generation and Generation Related Charge (“Retail Electric Service”). Your Price to Compare (“PTC”) consists of bypassable transmission, generation and transmission and generation related components, which are charges associated with the costs of purchased power and the cost to deliver the power through the transmission system. These are the charges that you would avoid for that billing period when you switch to Energy Harbor. In addition to Energy Harbor’s charges, you will be charged by your EDU for distribution and various other charges. Your price may also include a fee assessed by a broker or agent representing your community.

**Length of Agreement:** As a part of your community’s program, your Retail Electric Service from Energy Harbor will start on your next available meter read after processing of the enrollment by your EDU, and continue through the term indicated in the table above. The program may be terminated prior to the term pursuant to the terms of the master agreement between Energy Harbor and your community for the aggregation program. Should the program be terminated, you will be returned to your EDU’s standard service offer or its successor. In the event that any change in any statute, rule, regulation, order, law, or tariff promulgated by any court, governmental authority, utility, Independent System Operator (“ISO”), Regional Transmission Organization (“RTO”) or other service provider, or any change in operating procedure, alters to the detriment of Energy Harbor its costs to perform under this Agreement, you may receive a notification from Energy Harbor. This notification will include a description of one or more of the situations described above. Energy Harbor may offer you new Terms and Conditions. You must indicate your affirmative consent to the new Terms and Conditions as specified in the notices. If you do not contact Energy Harbor to accept the new terms, this Agreement will terminate on the date specified in the notices, and you may be returned to your EDU for Retail Electric Service. Alternatively, Energy Harbor may decide to terminate this Agreement, and you will receive prior written notice of the termination, after which you may be returned to your EDU for Retail Electric Service. Whether Energy Harbor offers you new terms or terminates this Agreement under this provision, you will not be responsible for the cancellation/termination fee (if any) set forth in the table above. You must still pay all Energy Harbor charges through the date you are returned to your EDU or switched to another CRES provider for service.

**Billing:** You will continue to receive a single bill from your EDU that will contain both your EDU and Energy Harbor charges. Energy Harbor reserves the right to unilaterally modify this billing format in the event your EDU is unable or unwilling to provide consolidated billing in this format or changes the calculation of the PTC. If you do not pay your bill by the due date, Energy Harbor may cancel this Agreement after giving you a minimum of fourteen (14) days written notice. Upon cancellation you will be returned to your EDU as a customer. You will remain responsible to pay Energy Harbor for any electricity

used before this Agreement is cancelled, as well as any late payment charges. If you have 12 months of billing history and you are enrolled in budget billing with the EDU, you can enroll in a budget billing program once per year. At the end of the contract term, you are responsible for payment of any outstanding balance upon final contract true up. Energy Harbor reserves the right to adjust your monthly budget amount prior to final contract true up. If you enroll in budget billing, then choose not to be in the program or if you become two consecutive monthly payments overdue, you will be removed from budget billing, your account will be reconciled, and you will be billed for the outstanding budget balance on your next billing cycle. Failure to pay electric utility charges may result in you being disconnected in accordance with your EDU's tariff.

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

**Cancellation/Termination Provisions:** You may terminate this Agreement, without penalty, if you move out of the EDU service territory or into an area where Energy Harbor charges a different price. There may be a Cancellation/Termination Fee indicated in the table above if you terminate this Agreement for any other reason, except as expressly provided herein. Upon termination with Energy Harbor and return to the standard service offer with your EDU, you may not be served under the same rates, terms, and conditions that apply to other EDU customers.

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

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

**Dispute Procedures:** Contact Energy Harbor with any questions concerning the terms of service by phone at 1-888-254-6359 (toll-free) M-F 8:00 am to 5:00 pm EST or in writing at Energy Harbor, Attn: Contract Administration, 168 East Market St, Akron, OH 44308. Our web address is [www.energyharbor.com](http://www.energyharbor.com). If your complaint is not resolved after you have called your electric supplier and/or your electric utility, or for general utility information, residential and business customers may contact the PUCO for assistance at 1-800-686-7826 (toll free) M-F 8:00 am to 5:00 pm EST 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) M-F 8:00 am to 5:00 pm EST, or at [www.pickocc.org](http://www.pickocc.org).

**Force Majeure Termination:** Energy Harbor will make commercially reasonable efforts to provide your electric service but does not guarantee a continuous supply of electricity. Certain causes and events are out of Energy Harbor's reasonable control ("Force Majeure Event(s)") and may result in interruptions in service. Energy Harbor will not be liable for any such interruptions caused by a Force Majeure Event, including but not limited to, acts of God, war, civil disturbance, insurrection, terrorism, fire, flood, earthquake, acts of default of common carriers, strikes, boycotts, unforeseen maintenance, unforeseen shutdowns or deficiencies of sources of supply, inability to access the local distribution utility system, nonperformance by the EDU or other similar circumstances beyond Energy Harbor's reasonable control.

**Miscellaneous:** You have the right to request from Energy Harbor, twice within a 12-month period, up to 24 months of payment history, without charge. Energy Harbor will not release your Social Security number and/or account number(s) without your written consent except for Energy Harbor's collections and reporting, participating in programs funded by the universal service fund, pursuant to ORC section 4928.54, or assigning a customer's contract to another CRES provider. Energy Harbor's environmental disclosure statement is available for viewing on our website [www.energyharbor.com](http://www.energyharbor.com). Energy Harbor will make the required quarterly updates to the statement electronically on our website and will also provide the information upon request. Energy Harbor may assign its rights to another CRES provider, including any successor, in accordance with the rules and regulations of the PUCO. Energy Harbor assumes no responsibility or liability for the following items that are the responsibility of the EDU: operation and maintenance of the EDU's electrical system, any interruption of service, termination of service, or deterioration of the EDU's service. In the event of a power outage, you should contact your local EDU. You are responsible for providing Energy Harbor with accurate account information. If said information is incorrect, Energy Harbor reserves the right to reprice the applicable account(s) or terminate the Agreement. Energy Harbor reserves the right to return any customer to the EDU if the customer's rate code is changed and the account is no longer eligible for this program.

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

Green Energy Price Disclosure Statement	
Product (Rate Structure)	<b>Fixed Price - AllGreen</b>
Percentage of Green Energy	<b>100%</b>
Competitive Retail Electric Supplier ("CRES")	<b>Energy Harbor</b>
Electric Distribution Utility ("EDU")	<b>Duke Energy Ohio, Inc.</b>
Green Energy Price & Length of Agreement	<b>4.989 ¢/kWh through your April 2023 meter read</b>
Length of Agreement	<b>Up to 36 Months</b>
Cancellation/Termination Fee	<b>None</b>

Energy Harbor provides you with Retail Electric Supply, subject to the terms and conditions contained in your Agreement. Energy Harbor's 100% green energy product, "AllGreen", is a Renewable Energy Certificate ("REC") product and does not contain electricity. A REC represents the environmental benefits of 1 megawatt hour (MWh) of renewable energy that can be paired with electricity. Your REC purchase supports renewable electricity production in the region of generation. For every unit of renewable electricity generated, an equivalent amount of RECs is produced by purchasing and pairing RECs with your electricity service, you are using and receiving the benefits of that renewable electricity. Your REC purchase also helps build a market for renewable electricity. Increased demand for renewable electricity helps reduce conventional electricity generation in the region where the renewable electricity generator is located. It also has other local and global environmental benefits, which may include emitting little or no regional air pollution or carbon dioxide. For more information, see [www.green-e.org/rec](http://www.green-e.org/rec).

AllGreen RECs are verified and certified by Green-e Energy and meets the environmental and consumer-protection standards set forth by the nonprofit Center for Resource Solutions. Energy Harbor is required to disclose the quantity, type and geographic source of each certificate. Green-e Energy also verifies that the renewable energy certificates are not sold more than once or claimed by more than one party. Please refer to the attached **Product Content Label** for this information.

Your **fixed green energy price** includes the cost of the AllGreen REC as well as your electricity and **will not change through the Length of Agreement**. Your EDU will bill you for total electric service including transmission, distribution, and your monthly green energy charge from Energy Harbor. Your Agreement will start with your next available meter read date and will continue through the Length of the Agreement. Your actual meter read date is determined by your EDU.

The **average monthly electricity consumption** for a U.S. Residential utility customer is **867 kWh per month** while the average monthly electricity consumption for a U.S. Commercial utility customer is **6,143 kWh per month** [Source: EIA, 2017]. The following table provides you an **estimate** of your monthly green energy charge based on this usage. Your actual bill will vary based on your use of electricity. Per the terms and conditions of your Agreement, you may be charged a late fee of 1.5% of the total amount due if payment is not received by the due date.

Example Bill Calculation	
Average Monthly Electricity Consumption (A)	<b>6,143 kWh</b>
Green Energy Price (B)	<b>4.989 ¢/kWh</b>
Monthly Green Energy Charge (A) x (B ÷ 100)	<b>\$306.47</b>

Green-e Energy requires companies to provide their customers with this notice of Price and Terms and Conditions of service. From the time you receive this, you have either 7 calendar days to change your mind about purchasing green energy. You may cancel your Agreement to purchase this product from Energy Harbor by calling the customer service number or writing to the billing address listed below.

Energy Harbor  
 168 East Market St, Akron, OH 44308  
 1-888-254-6359 (Monday through Friday from 8:00 am – 5:00 pm EST)  
[firstchoice@fes.com](mailto:firstchoice@fes.com)  
[www.energyharbor.com](http://www.energyharbor.com)



For more information about Green-e Energy, write Green-e Energy, 1012 Torney Ave, 2nd Floor, San Francisco, CA 94129 or log onto [www.green-e.org](http://www.green-e.org).

**2019 ALLGREEN PROSPECTIVE PRODUCT CONTENT LABEL<sup>1</sup>**

AllGreen is sold in blocks of 1,000 kilowatt-hours (kWh) or matches 100% of your electricity usage. In 2019, AllGreen will be made up of the following new renewable resources averaged annually.

Green-e Energy Certified New <sup>2</sup> Renewables in AllGreen 2019		Generation Location
Biomass	0%	
Geothermal	0%	
Low Impact Hydroelectric	0%	
Solar	0%	
Wind	100%	National
<b>Total Green-e Energy Certified New Renewables</b>	<b>100%</b>	

1. These figures reflect the renewables that we have contracted to provide. Actual figures may vary according to resource availability. We will annually report to you before August 1 of next year in the form of a Historic Product Content Label the actual resource mix of the electricity you purchased.
2. New Renewables come from generation facilities that first began commercial operation within the past 15 years.

For comparison, the current average mix of resources supplying the US includes: Natural Gas (32%), Coal (30%), Nuclear (20%), Renewable Non-hydroelectric (10%), Renewable Hydroelectric (7%), and Oil (1%). [Source: EIA, 2017].

The average home in the United States uses 867 kWh per month. [Source: EIA, 2017].

AllGreen is a Renewable Energy Certificate (REC) product and does not contain electricity. A REC represents the environmental benefits of 1 megawatt hour (MWh) of renewable energy that can be paired with electricity.

For more information, see [www.green-e.org/rec](http://www.green-e.org/rec) or contact us at:

Energy Harbor  
 168 East Market St, Akron, OH 44308  
 1-888-254-6359 (Monday through Friday from 8:00 am – 5:00 pm EST)  
 firstchoice@fes.com  
[www.energyharbor.com](http://www.energyharbor.com)



AllGreen is Green-e Energy certified and meets the environmental and consumer-protection standards set forth by the nonprofit Center for Resource Solutions. Learn more at [www.green-e.org](http://www.green-e.org).

**This foregoing document was electronically filed with the Public Utilities  
Commission of Ohio Docketing Information System on**

**2/2/2022 9:48:20 AM**

**in**

**Case No(s). 14-2294-EL-GAG**

Summary: Opt-Out Notice Opt-Out Notice to be sent to newly eligible customers in the Village of Silverton's Electric Aggregation Program electronically filed by Eric E Burns on behalf of Village of Silverton. electronically filed by Eric E. Burns on behalf of Village of Silverton