



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

June 23, 2022

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

**RE: Electric Governmental Aggregator Application — Sugarcreek Township, Stark County, OH.**

**CASE # 10-0959-EL-GAG**

Madison Township is pleased to submit its application for electric governmental aggregator. The original application has been notarized and signed by an authorized official.

Material provided for review:

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

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

Sincerely,

Scott R. Belcastro  
Principal  
614.425.4885  
scott@electricsuppliers.org



# Public Utilities Commission

Original GAG Case Number	Version
10- 959 -EL-GAG	August 2004

## RENEWAL APPLICATION FOR ELECTRIC GOVERNMENTAL AGGREGATORS

Please print or type all required information. Identify all attachments with an exhibit label and title (Example: Exhibit A-4 Opt-Out Form). All attachments should bear the legal name of the Applicant and should be included on the electronic copy provided. Applicants should file completed applications and all related correspondence with: Public Utilities Commission of Ohio, Docketing Division, 180 East Broad Street, Columbus, OH 43215-3793.

This PDF form is designed so that you may input information directly onto the form.  
You may also download the form, by saving it to your local disk, for later use.

### A. RENEWAL INFORMATION

#### A-1 Applicant's legal name, address, telephone number, PUCO certificate number, and web site address

Legal Name Sugarcreek Township, Stark County, OH

Address PO Box 38, Brewster, OH 44613

PUCO Certificate # and Date Certified 10-250E (5) August 9, 2020

Telephone # 3307673500 Web site address (if any) <https://www.sugarcreektownship.com/>

#### A-2 Exhibit A-2 "Authorizing Ordinance" provide a copy of the ordinance or resolution authorizing the formation of a governmental aggregation program adopted pursuant to Section 4928.20(A) of the Revised Code.

#### A-3 Exhibit A-3 "Operation and Governance Plan" provide a copy of the applicant's current plan for operation and governance of its aggregation program adopted pursuant to Section 4928.20(C) of the Revised Code. The Operation and Governance Plan explained in Exhibit A-3 should include:

- Terms and conditions of enrollment including:
  - Rates
  - Charges
  - Switching fees, if any
- Policies associated with customers moving into/out of aggregation area
- Billing procedures
- Procedures for handling complaints and disputes including the toll-free telephone number and address for customer contacts

A-4 **Exhibit A-4 Automatic Aggregation Disclosure-"Opt-out Form"** provide a copy of the disclosures/"opt-out" required by Section 4928.20(D) of the Revised Code, if its aggregation program provides for automatic aggregation in accordance with Section 4928.20(A) of the Revised Code. If the opt-out is in draft form, docket the final opt-out (including beginning and ending dates of the 21-day -out period and the selected CRES supplier) with the Commission within 10 days prior to providing or offering service. See #12 in the attached Affidavit.

A-5 **Contact person for regulatory or emergency matters**

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

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

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

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

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

 Fiscal Officer  
Signature of Applicant & Title

Sworn and subscribed before me this 21<sup>st</sup> day of June, 2022 Year  
Month

  
Signature of official administering oath

Connie L. Horton  
Print Name and Title

My commission expires on 3/30/26

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**CONNIE L. HORTON**  
Notary Public, State of Ohio  
My Commission Expires 3/30/26



# AFFIDAVIT

State of Ohio :

Navarre ss.  
(Town)

County of Stark :

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

He/She is the Fiscal Officer Office of Affiant) of Sugar Creek Township (Name of Applicant);


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

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




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

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

 Fiscal Officer  
Signature of Affiant & Title

Sworn and subscribed before me this 21<sup>st</sup> day of June, 2022  
Month Year

  
Signature of official administering oath

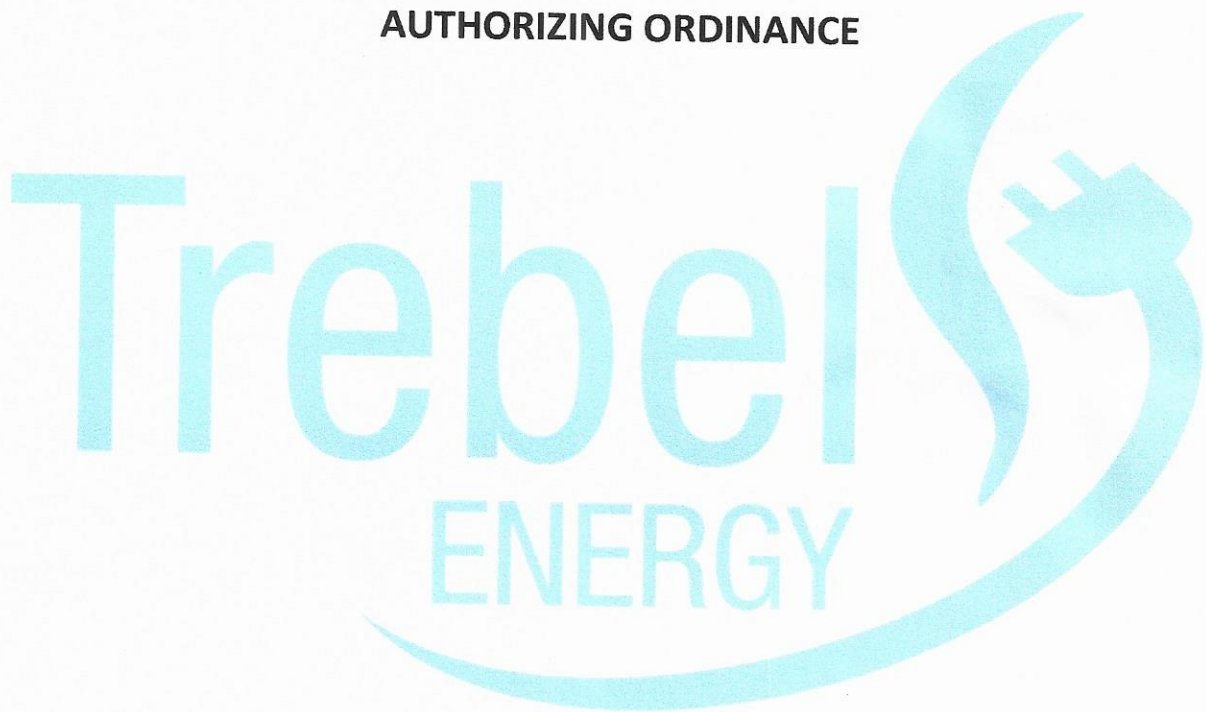
Connie L Horton  
Print Name and Title

My commission expires on 3/20/24

**CONNIE L. HORTON**  
**Notary Public, State of Ohio**  
**My Commission Expires** 3/20/24

**EXHIBIT A-2**

**AUTHORIZING ORDINANCE**





SUGARCREEK TOWNSHIP  
STARK COUNTY, OHIO

RESOLUTION NO. 2018-9-1

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ENERGY  
CONSULTING AND MANAGEMENT AGREEMENT WITH TREBEL, LLC

Sugarcreek Township, Stark County, Ohio ("Township") met in regular session on the  
17<sup>th</sup> day of September, 2018 with the following members present:

Mr. Buder  
Mr. Regula  
Mr. Weidling

Mr. Regula moved the adoption of the following Resolution:

PREAMBLE

WHEREAS, Trebel, a certified aggregator with the Public Utilities Commission of Ohio (PUCO), engages in the business of providing consulting services to aggregate and procure energy and/or energy-related services, products, and accounts; and,

WHEREAS, the Township desires Trebel to perform an independent analysis and review of Sugarcreek Township's electric as service usage and costs; and,

WHEREAS, the Township desires Trebel to perform an independent analysis and review of electric usage and costs for the possibility of aggregating the electric requirements of Sugarcreek Township; and

WHEREAS, the Township desires Trebel to assist in the implementation of an aggregation program in the Township for retail electric loads and,

WHEREAS, the Township now wishes to authorize the execution of an Energy Consulting and Management Agreement engaging the services of Trebel for the above and related purposes.

NOW, THEREFORE, BE IT RESOLVED by the Township as follows:

**SECTION I:**

The Energy Consulting and Management Agreement with Trebel, a copy of which is attached hereto as Exhibit A, is hereby approved.

**SECTION II:**

All formal actions of the Township concerning and relating to the passage of this Resolution were adopted in an open meeting of the Township, and all deliberations of the Township and of any of its committees that resulted in such formal action took place in meetings open to the public in compliance with all legal requirements, including R.C. § 121.22.

**SECTION III:**

This Resolution shall be in full force and effect immediately upon adoption.

Mr. Bucher seconded the motion.

Voted on and signed this 17<sup>th</sup> day of September 2018 in Symmes Twp. Stark County, Ohio.



SUGARCREEK TOWNSHIP,  
STARK CO., OHIO,

Patrick L. Brecher  
[Name]  
[Title]

9/26/2018  
Date

Robert D. Whittington  
[Name]  
[Title] Trustee

9/26/2018  
Date

C. Legula  
[Name]  
[Title]

9/26/2018  
Date

State of Ohio, Stark County

I, the undersigned Fiscal Officer of the Sugarcreek Township, Stark County, Ohio, certify that the foregoing Resolution No. 2018-9-1 is taken and copied from the record of proceedings of Sugarcreek Twp. and that it has been compared by me with the resolution on the record and is a true copy. Further, I certify that the adoption of such resolution occurred in an open meeting held in compliance with section 121.22 of the Revised Code.

Date: 9/26/18

[Signature]  
[Name],  
Mark Phillips Fiscal Officer  
Sugarcreek, Stark County, Ohio

1311-001.00355764v1

RESOLUTION #2010-03  
THE BOARD OF TRUSTEES OF SUGARCREEK TOWNSHIP, STARK  
COUNTY, OHIO MET IN REGULAR SESSION ON THE 1ST DAY OF  
FEBRUARY, 2010.

WITH THE FOLLOWING MEMBERS PRESENT:

PATRICK L BUCHER  
TIMOTHY REGULA  
ROBERT WENTLING

MR REGULA MOVED TO ADOPT THE FOLLOWING RESOLUTION:

**A RESOLUTION AUTHORIZING ALL ACTIONS NECESSARY TO EFFECT A  
GOVERNMENTAL ELECTRICITY AGGREGATION PROGRAM WITH OPT-  
OUT PROVISIONS PURSUANT TO SECTION 4928.20 OHIO REVISED CODE,  
DIRECTING THE STARK COUNTY BOARD OF ELECTIONS TO SUBMIT A  
BALLOT QUESTION TO THE ELECTORS; AND DECLARING AN  
EMERGENCY.**

Whereas, The Ohio Legislature has enacted electric deregulation legislation ("Am. Sub. S.B. No. 3") which authorizes the legislative authorities of municipal corporations, townships and counties to aggregate the retail electrical loads located within the respective jurisdictions and to enter into service agreements to facilitate for those loads the purchase and sale of electricity ("Governmental Aggregation"); and

Whereas, Such legislative authorities may exercise such authority jointly with any other legislative authorities; and

Whereas, Governmental Aggregation provides an opportunity for residential and small business consumers to participate collectively in the potential benefits of electricity deregulation through lower electricity rates which would not otherwise be available to those electricity customers individually; and

Whereas, this Board of Trustees, seeks to establish a Governmental Aggregation program with opt-out provisions pursuant to Section 4928.20, Ohio Revised Code (the "Aggregation Program") for the residents, businesses and other electric consumers in the Township.

NOW, THEREFORE, BE IT RESOLVED by the Trustees of Sugar Creek Township, Ohio that:

Section 1: This Board of Trustees finds and determines that it is in the best interest of the Township, its residents, businesses and other electric consumers located within the corporate limits of the Township to establish this Aggregation Program in the Township. Provided that the Aggregation Program is approved by the electors of the Township pursuant to Section 2 of this Resolution, the Township is hereby authorized to



automatically aggregate, in accordance with Section 4928.20, Ohio Revised Code, the retail electric loads located within the Township, and, for that purpose, to enter into service agreements to facilitate for those loads the purchase and sale of electricity. The Township may exercise such authority jointly with any other municipal corporation, township or county or other political subdivision of the State of Ohio to the full extent permitted by law. The aggregation will occur automatically for each person owning, occupying, controlling or using an electric load center proposed to be aggregated and will provide for the opt-out rights described in Section 3 of this Resolution.

Section 2: The Board of Elections of Stark County is hereby directed to submit the following question to the electors of the Township at the general election on May 4, 2010:

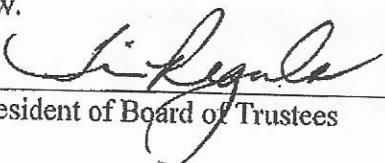
*Shall Sugarcreek Township have the authority to aggregate the retail electric load located in the Township, and for that purpose, enter into services agreements to facilitate for those loads the sale and purchase of electricity, such aggregation to occur automatically except where any person elects to opt out?*

The Fiscal Officer of the Township is instructed to immediately file a certified copy of this resolution and the proposed form of the ballot question with the County Board of Elections not less than seventy-five days prior to the general election. The Aggregation Program shall not take effect unless approved by a majority of the electors voting upon this resolution and the Aggregation Program provided for herein at the election held pursuant to this Section 2 and Section 4928.20, Ohio Revised Code.

Section 3: Upon approval of a majority of the electors voting at the general election provided for in Section 2 of this Resolution, this Board of Trustees, individually or jointly with any other political subdivision, may develop a plan of operation and governance for the Aggregation Program. Before adopting such plan, this Board of Trustees shall hold at least two public hearings on the plan. Before the first hearing, notice of the hearings shall be published once a week for two consecutive weeks in a newspaper of general circulation in the Township. The notice shall summarize the plan and state the date, time and place of each hearing. No plan adopted by this Board of Trustees shall aggregate the electric load of any electric load center within the Township unless it, in advance, clearly discloses to the person owning, occupying, controlling, or using the load center that the person will be enrolled automatically in the Aggregation Program and will remain so enrolled unless the person affirmatively elects by a stated procedure not to be so enrolled. The disclosure shall state prominently the rates, charges, and other terms and conditions, of enrollment. The stated procedure shall allow any person enrolled in the Aggregation Program the opportunity to opt- out of the program at least every three years, without paying a switching fee. Any such person that opts out of the Aggregation Program pursuant to the state procedure shall default to the standard service offer provided under division (a) of Section 4928.35, Ohio Revised Code until the person chooses an alternative supplier.

Section 4: It is hereby found and determined that all formal actions of this Board of Trustees concerning and relating to the passage of this resolution were adopted in an open meeting of this Board of Trustees and that the deliberations of this Board of Trustees and any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements including section 121.22 of the Ohio Revised Code.

Section 5: This resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the Township and the inhabitants thereof, and for further reasons that this resolution is required to be immediately effective in order to file a certified copy of this resolution and the proposed form of the ballot question with the Stark County Board of Elections not later than seventy-five (75) days prior to the May 4, 2010 election, as provided herein; wherefore, provided it receives the affirmative vote of at least two members elected and appointed to Board of Trustees, it shall take effect and be in force immediately upon its passage, otherwise it shall take effect and be in force at the earliest period allowed by law.

  
President of Board of Trustees

7/5/10

Date

MR WENTLING MOVED TO SECOND.

UPON ROLL CALL, THE VOTE RESULTED AS FOLLOWS:

MR REGULA YES

MR BUCHER YES

MR WENTLING YES

APPROVED FEBRUARY 1, 2010

\*\*\*\*\*

**CERTIFICATE OF FISCAL OFFICER**

I, MARK A. PHILLIPS, FISCAL OFFICER OF THE BOARD OF TRUSTEES OF SUGARCREEK TOWNSHIP, STARK COUNTY, OHIO, IN WHOSE CUSTODY AND CONTROL THE FILES AND RECORDS OF SAID BOARD ARE REQUIRED BY THE LAWS OF THE STATE OF OHIO TO BE KEPT, DO HEREBY CERTIFY THAT THE FOREGOING IS TRUE AND CORRECT STATEMENT.

WITNESS MY SIGNATURE THIS 1ST OF FEBRUARY, 2010.

  
MARK A. PHILLIPS  
FISCAL OFFICER



# **Exhibit A-3**

# **Operation and Governance Plan**

Sugarcreek Township Board of Trustees  
Resolution Number 2010-05

A RESOLUTION AUTHORIZING THE ADOPTION OF AN ELECTRIC POWER  
AGGREGATION PLAN OF OPERATION AND GOVERNANCE FOR THE  
SUGARCREEK TOWNSHIP, STARK COUNTY, OHIO

WHEREAS, the electorate of Sugarcreek Township has previously authorized the Township to determine the best policy for the community's residents relating to electric power aggregation; and

WHEREAS, the Board of Trustees of Sugarcreek Township has previously authorized an agreement with FirstEnergy Solutions to provide a contract for electric services and has held two public hearings on the Plan of Operations and Governance;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Sugarcreek Township, STARK County, Ohio, that:

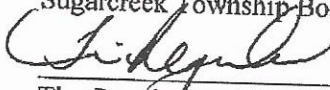
Section 1: The Board of Trustees of Sugarcreek Township hereby adopts an Electric Power Aggregation Plan of Operation and Governance for the Township of Sugarcreek pursuant to PUCO regulations.

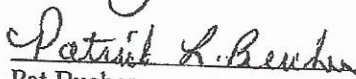
Section 2: A copy of said Plan is hereby attached and marked as "Exhibit A" and is made part of this resolution.


Section 3: This resolution is hereby declared to be an emergency measure necessary for the immediate preservation of public peace, health, safety and welfare for the reason that immediately adopting the Sugarcreek Township Electric Power Aggregation Plan of Operation and Governance for the Sugarcreek Township electric aggregation program will allow consumers to reduce their electric bills at the earliest possible time, and provided the resolution receives the affirmative vote of two-thirds of the members elected to the Board of Trustees, it shall take effect and be in force from and after the earliest time allowed by law.

Sugarcreek Township Board of Trustees

Date: June 21, 2010

  
Tim Regula, President

  
Pat Bucher

  
Bob Wentling

**SUGARCREEK TOWNSHIP BOARD OF TRUSTEES**  
**P.O. BOX 38**  
**BREWSTER, OH 44613**  
**(330) 767-3500**

**NOTICE OF PUBLIC HEARINGS**

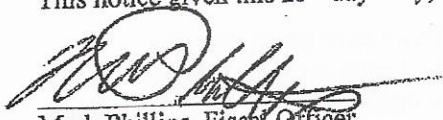
NOTICE is hereby given that pursuant O.R.C. Section 4928.20 (C) that Sugarcreek Township will hold two separate public hearings on the Sugarcreek Township Electric Power Aggregation Plan of Operation and Governance on June 8, 2010 at 5:30 p.m. and 6:00 p.m. at the Sugarcreek Township Hall.

The Sugarcreek Township Electric Power Aggregation Plan of Operation and Governance describes the policies and procedures by which Sugarcreek Township will carry out its municipal electric aggregation program. Including those policies and procedures, which relate to rates and customer service.

If you have any questions you may call the Township between the hours of 8:00 a.m. and 4:00 p.m. at 330-767-3500.

Please include on May 26 & June 2, 2010.

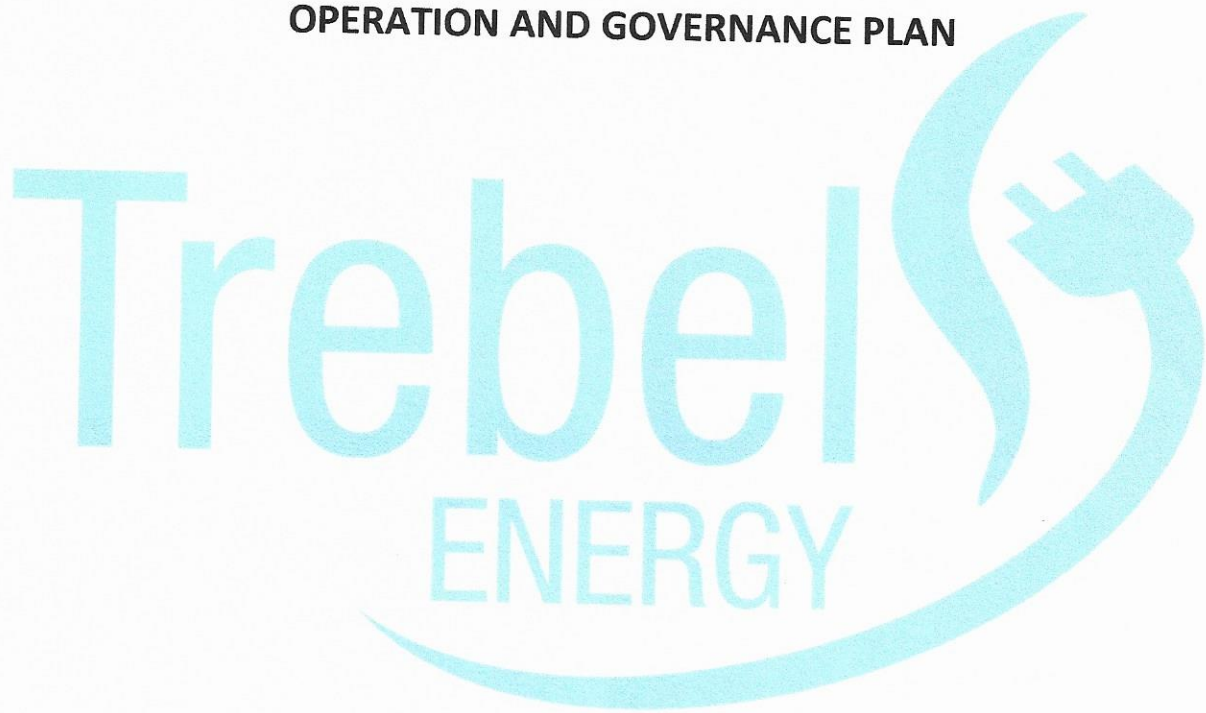
This notice given this 25<sup>th</sup> day May, 2010.

  
Mark Phillips, Fiscal Officer



**EXHIBIT A-3**

**OPERATION AND GOVERNANCE PLAN**



# **Sugarcreek Township**

## **Electric Power Aggregation Plan of Operation and Governance**

**June 8, 2010**

# **Sugarcreek Township Electric Power Aggregation Plan of Operation and Governance**

## **I. INTRODUCTION**

Amended Substitute Senate Bill 3 ("S.B. 3") opened Ohio's retail electric market as of January 1, 2001. S.B. 3 authorizes customer choice in the selection of suppliers of retail electric generation and declares electric generation service, aggregation service, power marketing, and power brokering as competitive retail electric services. The legislation gave the Public Utilities Commission of Ohio ("PUCO") authority to adopt rules regarding the development of a competitive retail electric market in Ohio and authority to promulgate rules on governmental aggregation.

Large industrial and commercial consumers with sophisticated electric operations use their size and expertise to obtain lower electric power rates. Individual residential and small commercial consumers are typically unable to obtain significant price reductions since they lack the bargaining power, expertise and the economies of scale enjoyed by larger consumers. Aggregation, the combining of multiple electric loads, provides the benefits of retail electric competition for consumers with lower electric demands.

Government aggregation, the combining of multiple electric loads by a municipality, provides the means through which Sugarcreek Township residential consumers may obtain the economic benefits of Ohio's competitive retail electric market. The Sugarcreek Township Aggregation Program combines the electric loads of residential customers to form a buying group ("Aggregation Group"). Sugarcreek Township will act as Purchasing Agent for the Aggregation Group. This means that Sugarcreek Township will be a Governmental Aggregator, as defined by Ohio law and the rules established by the PUCO, and shall act on behalf of Ohio Edison (OE) customers in the Township to obtain the best electric generation rate for consumers who participate in the Aggregation Group.

## **II. PROCESS**

On May 4, 2010, Sugarcreek Township voters approved the development of a form of government electric aggregation known as "opt-out" aggregation. Under the opt-out program, all OE residential and business customers in the Township are automatically included as participants in the program unless they opt-out of the program by providing written notice of their intention not to participate. As required by state law, the Township Trustee's passed an Ordinance, which authorized submitting the selection of opt-out aggregation to the Township's voters.

In addition to obtaining necessary Township Trustee's approval, the Township is also required to comply with various PUCO regulations. The Township will file an



application with the PUCO for certification as a Government Aggregator as soon as the Township Trustees approve the Plan, on or about June 21, 2010. As required by the regulations, the Township developed this Aggregation Plan of Operation and Governance ("Plan"). On May 26, 2010 and June 2, 2010, the Township advertised the Public hearing dates to discuss the Plan in the Canton Repository. As required by the PUCO's regulations, two hearings were conducted on June 8, 2010. The Opt-out notice for the Township's Program will be sent to all eligible electric customers in the Township upon approval of this Plan, setting forth the rates, terms and conditions of the program, and giving 21 days to opt out of the Program.

By vote of Sugarcreek Township Trustee's on June 21, 2010 the Township selected FirstEnergy Solutions, Inc. (FES), a subsidiary of FirstEnergy Corp., as its Retail Electric Generation Provider, to provide the electric power for Sugarcreek Township Aggregation Program at this time. Under this program, Ohio Edison (OE) will still deliver the electricity purchased from the Township's provider, FES, to customers, customers will receive only one bill (from OE), and all metering, repairs and emergency service will continue to be provided by OE.

### III. DEFINITIONS

In order to clarify certain terminology, the following terms shall have the meanings set forth below:

"Aggregation Program" means the program developed by Sugarcreek Township, as a Government Aggregator under Section 4928.20 Ohio Revised Code, to provide OE customers in the Township with retail electric generation services.

"Government Aggregator" means the Township and its legislative authority acting as an aggregator for the provision of a competitive retail electric service under the authority conferred under Section 4928.20 of the Ohio Revised Code.

"Member" means a person enrolled in the Sugarcreek Township government Aggregation Group for competitive retail electric services.

"Retail Electric Generation Provider" ("Provider") means an entity certified by the Public Utilities Commission of Ohio ("PUCO") to provide competitive retail electric service(s), and which is chosen by the Township to be the entity responsible to provide the required service related to "Government Aggregation" as defined in Section 4928.20 of the Ohio Revised Code and applicable provisions of the rules of the PUCO.

"Competitive Retail Electric Service" ("CRES") means a component of electric retail service that is deemed competitive pursuant to the Ohio Revised Code or pursuant to an order of the PUCO.

### IV. OPERATIONAL PLAN:

A. Aggregation Services

1. Provider: Sugarcreek Township will use a contractor ("Retail Electric Generation Provider") to perform and manage aggregation services for its Members. The Township has selected FES to be its Provider at this time. The Provider shall provide adequate, accurate, and understandable pricing terms and conditions of service, including any switching fees and the conditions under which a Member may rescind a contract without penalty. The Provider must provide the Township, if requested, an electronic file containing the Members usage, and charges. The Provider must have a local Akron phone number or a toll free number for Members to call.
2. Database: The Retail Electric Generation Provider will build and maintain a database of all Members. The database will include the name, address, Ohio Edison account number, and Retail Electric Generation Provider's account number of the Member, and other pertinent information such as rate code, rider code (if applicable), most recent 12 months of usage and demand, and meter read cycle. This database will be updated at least quarterly. Accordingly, the Retail Electric Generation Provider will develop a process to be implemented that will be able to accommodate at a minimum Members who (i) leave the program due to relocation, opting out, etc. (ii) decide to enter the Program; (iii) relocate within the Township, and (iv) move into the Township and desire to enter the Program. This database shall also be capable of eliminating PIPP customers from the Program, should that be necessary, and those who have opted out. The Retail Electric Generation Provider will use this database to perform bill audits for clerical and mathematical accuracy of Member bills.
3. Member Education: The Retail Electric Generation Provider will develop, with the assistance of the Township, an educational program that generally explains the Aggregation Program to Members, provides updates and disclosures mandated by Ohio law and PUCO rules, and implements a process to deal with allowing any person enrolled in the Aggregation Program the opportunity to opt out of the program at least every three years, without paying a switching fee to the Township or the Provider. See Appendix A for a detailed description of the Education Process.
4. Customer Service: The Retail Electric Generation Provider will develop and administer a customer service process, that at a minimum will be able to accommodate (i) Member inquiries and complaints about billing; and (ii) answer questions regarding the program in general. This process will include at a minimum a description of how telephone inquiries will be handled, either internally or externally, how invoices will be prepared, how remittance of payment will be dealt with, and how collections for delinquent accounts will be addressed. See Appendix B for a detailed description of the Customer Service Plan.
5. Billing: Sugarcreek Township will use the Retail Electric Generation Provider, or it's designated agent, to provide billing services to each Member for the Competitive Retail Electric Services, with no additional administrative fee. At this time, Ohio Edison will render the billing statement, which should be consistent with all applicable guidelines issued by the PUCO. As this market develops, Sugarcreek Township may, at



its option and in consultation with the Provider, change this function to the Retail Electric Generation Provider or a billing agency.

6. Compliance Process: The Retail Electric Generation Provider will develop internal controls and processes to ensure that the Township remains in good standing as a Government Aggregator that complies with all laws, rules and regulations surrounding the same, as they may be amended from time to time. It will be the Retail Electric Generation Provider's responsibility to deliver periodic reports that will include at a minimum (i) the number of Members participating in the Program; and (ii) a savings estimate or increase from the previous year's baseline. The Retail Electric Generation Provider will also develop a process to monitor and provide notification of any changes in laws, rules or regulations.

7. Notification to Ohio Edison: The Township's OE consumers that do not opt-out of the Township's Aggregation Group will be enrolled automatically in the Aggregation Program. Participants in the Township's Aggregation Group will not be asked to take other affirmative steps in order to be included in the Group. To the extent that OE requires notification of participation, the Township will coordinate with its Provider to provide such notice to OE. The Provider will inform OE of any individuals who may have been permitted to join the Aggregation Group after the expiration of the enrollment period.

B. Power Supply Agreement

The Power Supply Agreement will provide for the Provider to serve the Township's Government Aggregation Group. Under the Agreement, the term for power supply to Members will be for nine years from the beginning of service.

C. Sugarcreek Township's Retail Electric Generation Provider - FirstEnergy Solutions, Inc. (FES)

FES satisfies each of the following requirements:

- Has sufficient sources of power to provide retail firm power to the residents of Sugarcreek Township.
- Is a licensed Federal Power Marketer with the Federal Energy Regulatory Commission.
- Is certified as a CRES by the PUCO.
- Is registered as a generation supplier with OE.
- Has a Service Agreement for Network Integration Transmission Service under FirstEnergy's Open Access Transmission Tariff.
- Has a Service Agreement under FirstEnergy's Market-based Rate Tariff.
- Has the corporate structure to sell retail firm power to the OE customers in the Township.
- Its Electronic Data Interchange computer network is fully functional and capable of handling the OE retail electric customers in Sugarcreek Township.



- Has the marketing ability to reach all OE retail electric customers to educate them on the Township's Aggregation Program.
- Has a call center capable of handling the Township's Aggregation Group customer calls.
- Has a toll-free number as required by the PUCO for customer service and complaints related to the Township's aggregation program.
- Will hold the Township financially harmless from any financial obligations arising from supplying power to the OE retail electric customers in the Township.
- Satisfies the State of Ohio's, FirstEnergy's and the Township's credit requirements.
- Will execute the Power Supply Agreement.
- Will assist the Township in filing the annual reports required by the PUCO and Section 4805.10(A), Section 4911.18(A) and Section 4928.06(F) of the Ohio Revised Code.
- Will assist the Township in developing a Consumer Education Plan.

D. Activation of Service

After a notice is sent out to all electric customers in the Township providing 21 days to opt out of the Program, all customers who do not opt out will be automatically enrolled in the Program. Generation service activation will occur thereafter without consumer action beginning on the customer's normal meter read date within the month when power deliveries begin under the Aggregation Program.

E. Changes, Extension or Renewal of Service

The current Agreement for power supply service with FES will provide service for nine years beginning upon activation of service. If the Agreement is extended or renewed, Members will be notified as required by law and the rules of the PUCO as to any change in rates or service conditions. At least every three years all OE customers in the Township will be given an opportunity to opt into or out of the Program, and reasonable notice will be provided as required by law and PUCO rules. Participants will also be notified of their right to select an alternate generation supplier and of their ability to return to OE's Standard Service Offer.

F. Termination of Service

In the event that the Power Supply Agreement is terminated prior to the end of the term, each individual Member of the Aggregation Group will receive written notification of the termination of the Program at least sixty (60) days prior to termination of service. If the Agreement is not extended or renewed, Members will be notified as required by law and the CRES rules of the PUCO in advance of the end of service. Members will also be notified of their right to select an alternate generation supplier and of their ability to return to OE's Standard Service Offer upon termination.

G. Opt-In Procedures

OE customers will be automatically enrolled in the Program after a 21 day opt out period, unless they return the form to be provided, notifying the Provider that they do not want to participate. OE consumers in the Township may request to join the Aggregation Group after the expiration of the enrollment period by contacting the Provider, who shall determine whether to accept them into the Program, and at what rate, subject to written policies mutually agreed upon by the Township and the Provider. The agreed upon policy shall be consistent with OE's service activation requirements. Aggregation Group participants who move from one location to another within the corporate limits of the Township shall retain their participant status.

#### H. Opt-out Procedures

OE consumers may opt-out of the Township's Aggregation Group at any time during the opt-out period without additional fees charged by the Provider or the Township. Aggregation Group participants who switch to a different generation supplier after the expiration of the Opt-out period will be allowed to do so in correlation with the consumer's next scheduled meter read date but will be charged a switching fee (\$25 for Residential and \$50 for Small Commercial) to be billed on their final bill from the Provider. Switching to a different generation supplier on the next meter read date, however, will occur when the next meter read date is twelve (12) business days or more from the date of the consumer's notice of intent to opt-out of the Aggregation Group. Notification of intent to opt-out of the Aggregation Group may be made by contacting the Provider by telephone or in writing. Consumers who opt-out of the Aggregation Group will default to OE's Standard Service Offer, until the consumer selects an alternate generation supplier.

#### I. Rates

### July 2010 – May 2019\*:

Rate RS – Standard Residential Rate	Rate GS – General Secondary to 399 KWd
2010 – 6% Discount	2010 – 4% Discount
2011 – 6% Discount	2011 – 4% Discount
2012 – 6% Discount	2012 – 4% Discount
2013 – 6% Discount	2013 – 4% Discount
2014 – 6% Discount	2014 – 4% Discount
2015 – 6% Discount	2015 – 4% Discount
2016 – 6% Discount	2016 – 4% Discount
2017 – 6% Discount	2017 – 4% Discount
2018 – 6% Discount	2018 – 4% Discount
Thru May 2019 – 6% Discount	Thru May 2019 – 4% Discount

National accounts (e.g. McDonald's, BP, Dollar General) as well as eligible commercial accounts with annual usage over 700,000 will be offered the discounts in either plan selected but they must "opt-in" to the program.



\*For the term referenced above, the generation pricing under this Agreement will be calculated as the specified percentage off the generation, generation related and transmission charge (Rider Gen) as set forth in the EDU's applicable tariff. FES reserves the right to terminate service and return members to standard offer service for the period June 2011 – May 2019 if the EDU standard service offer pricing and or tariff structure is modified. As described above, no discount will be given on transmission and ancillary services if they are identified in a separate tariff approved by the PUCO.

J. Universal Service and Low Income Customer Assistance

The Ohio Department of Development (ODOD), under the electric restructuring law, will provide one-stop shopping for low-income assistance programs. There are five low-income assistance programs: 1) Percentage of Income Payment Plan (PIPP); 2) the Home Energy Assistance Program; 3) the Home Weatherization Assistance Program; 4) the Ohio Energy Credit Program; and 5) the Targeted Energy Efficiency and Weatherization Program. Ohio law allows the Director of the Ohio Department of Development to aggregate consumers that participate in PIPP and to competitively auction the generation supply for PIPP customers. Accordingly, PIPP customers may be included in the State's PIPP customer aggregation. To the extent permitted by Ohio law and the PUCO, PIPP customers will be included in the Township's aggregation unless they choose to opt out.

V. MISCELLANEOUS GOVERNANCE GUIDELINES

- A. Township Trustee's shall approve through Resolution or Ordinance the Plan of Operation and Governance for the Aggregation program and any Amendments thereto.
- B. The Township shall contract with only Retail Electric Generation Providers certified by the Public Utilities Commission of Ohio for the provision of Competitive Retail Electric Service to the Aggregation Program Members.
- C. The Township will require any Provider to disclose any subcontractors that it uses in fulfillment of the services described above.
- D. The Township will require the Provider to maintain either a toll free telephone number, or a telephone number that is local to Township residents who are Members.
- E. All costs of the Aggregation Program development/administration will be paid either through the general fund and/or through the inclusion of a percentage adder that will be added to Member bills.

VI. LIABILITY



THE TOWNSHIP SHALL NOT BE LIABLE TO PARTICIPANTS IN THE AGGREGATION GROUP FOR ANY CLAIMS, HOWEVER STYLED, ARISING OUT OF THE AGGREGATION PROGRAM OR THE PROVISION OF AGGREGATION SERVICES BY THE TOWNSHIP OR THE PROVIDER. PARTICIPANTS IN THE AGGREGATION GROUP SHALL ASSERT ANY SUCH CLAIMS SOLELY AGAINST THE PROVIDER PURSUANT TO THE POWER SUPPLY AGREEMENT, UNDER WHICH SUCH PARTICIPANTS ARE EXPRESS THIRD-PARTY BENEFICIARIES.

VII. INFORMATION AND COMPLAINT NUMBERS

Copies of this Plan are available from Sugarcreek Township free of charge. Call 330-767-3500 for a copy or for more information.

**Any electric customer, including any participant in the Township's Aggregation Program, may contact the Public Utilities Commission of Ohio (PUCO) for information, or to make a complaint against the Program, the Provider or OE. The PUCO may be reached toll free at 1-800-686-7826.**

## **Appendix A -- Education Process**

The Provider will develop the educational program in conjunction with the Township. Its purpose will be to explain the aggregation program to its members, provide updates and disclosures as mandated by State law and the rules of the PUCO, and provide the opportunity for the members to opt out of the program. The following are the program components:

1. Each residence within the limits of the Township will receive via U.S. Mail notification of: what government aggregation means, their membership in the government aggregation program, the procedure which must be followed in order to opt out of the program, the price that they can expect to receive as a member of the program, and the deadline for returning the opt out form. See the attached letter.
2. The Provider will work with the Township to provide opportunities for educating residents in the Township about the Program and consumer rights under the law, PUCO rules and this Program. In addition, the Provider and Township will work to provide education about and other opportunities for energy efficiency measures to help consumers reduce energy consumption.
3. The Provider will provide updates and disclosures as mandated by State law and rules of the PUCO.
4. The opt-out opportunity will be provided to the members of the program at least every three years. Should conditions, suppliers, price, or any other component of the program change within the three-year period, participants will be given a notice of their opportunity to opt out of, or into the program.

## **Appendix B --- Customer Service Plan**

### **A. Member Access:**

1. FES shall ensure Members reasonable access to its service representatives to make inquiries and complaints, discuss charges on Member bills, and transact any other business.
2. Telephone access shall be toll free and afford Members prompt answer times during normal business hours, as follows:

**FirstEnergy Solutions Corp.  
341 White Pond Dr., Bldg B-3  
Akron, Ohio 44320  
Toll-free telephone number: 1-866-636-3749  
Hours: M-F, 8:00 a.m.- 5:00 p.m.**

3. FES shall provide a 24-hour automated telephone message instructing callers to report any service interruptions or electrical emergencies to Ohio Edison.

### **B. Member Complaints:**

1. FES shall investigate Member complaints (including Member complaints referred by Ohio Edison) and provide a status report within five calendar days following receipt of the complaint to:
  - a. The consumer, when the complaint is made directly to FES; or
  - b. The consumer and The Public Utilities Commission of Ohio Staff ("Commission Staff"), when a complaint is referred to FES by the Commission Staff.
2. If an investigation is not completed within 14 calendar days, FES shall provide status reports to the consumer and the Township, or if applicable, to the consumer, the Township and the Commission Staff. Such status reports shall be provided at five-day intervals until the investigation is complete, unless the action that must be taken will require more than five days and the Member has been so notified.
3. FES shall inform the consumer, or the consumer, the Township and Commission Staff, of the results of the investigation, orally or in writing, no later than five calendar days after completion of the investigation. The consumer, the Township, or Commission Staff may request the report in writing.
4. If a residential consumer disputes the FES report, FES shall inform the consumer that the Commission Staff is available to help resolve informal complaints. FES shall provide the consumer with the current address, local/toll



free telephone numbers, and TDD/TTY telephone numbers of the Commission's consumer services department.

5. FES shall retain records of Member complaints, investigations, and complaint resolutions for one year after the occurrence of such complaints, and shall provide such records to the commission staff within five calendar days of request.

6. FES shall make good faith efforts to resolve disputes.

C. Member Billing and Payments

1. FES shall arrange for Ohio Edison or its agent to bill Members for such services according to a tariff approved by the commission. Residential Member bills issued by or for FES shall be accurate and understandable, be rendered at intervals consistent with those of Ohio Edison, and contain sufficient information for Members to compute and compare the total cost of competitive retail electric service (s). Such bills shall also include:
  - a. The Member's name, billing address, service address, the Member's EDU account number, and if applicable, FES account number;
  - b. The dates of service covered by the bill, an itemization of each type of competitive service covered by the bill, any related billing components, the charge for each type of service, and any other information the Member would need to recalculate the bill for accuracy;
  - c. The applicable billing determinants, including beginning meter reading, ending meter reading(s), demand meter reading(s), multipliers, consumption(s), and demands;
  - d. For Member-generators with net metering contracts, a statement of the net metered generation;
  - e. The unit price per kWh charged for competitive service, as calculated by dividing current-period competitive service charges by the current-period consumption;
  - f. An identification of the provider of each service appearing on the bill;
  - g. The amount billed for the current period, any unpaid amounts due from previous periods, any payments or credits applied to the Member's account during the current period, any late payment charges or gross and net charges, if applicable, and the total amount due and payable.
2. The due date for payment to keep the account current. Such due date shall be no less than:
  - a. Fourteen days after the postmark date on the bill for residential Member;

and Twenty-one days after the postmark date or the bill for nonresidential Members;

- b. Current balance of the account, if a residential Member is billed according to a budget plan;
  - c. Options and instructions on how Members may make their payments;
  - d. For each provider whose charges appear on the bill, a listing of the provider's toll-free telephone number and address for Member billing questions or complaints;
  - e. A listing of the toll-free consumer assistance telephone numbers and available hours for applicable state agencies, such as the commission, the Ohio Consumers' Counsel, and the Ohio Attorney General's office;
  - f. The Ohio Edison 24-hour local/toll-free telephone number for reporting service emergencies;
  - g. Identification of estimated bills or bills not based upon actual end-of-period meter readings for the period; and
  - h. An explanation of any codes and abbreviations used.
3. If applicable, FES will, upon request, provide Members with the name and street address/location of the nearest payment center and/or authorized payment agent.
  4. If applicable, when a Member pays the bill at a payment center or to an authorized payment agent, such payment shall be credited to the Member's account as of the day such payment center or agent receives it.
  5. The Township and FES shall establish policies and procedures for handling billing disputes and requests for payment arrangements.
- D. Collections for delinquent accounts:
1. Collections for delinquent accounts shall be the responsibility of FES or its agent.
  2. The Township shall approve the Collections process utilized by FES.
  3. Failure of Members to pay charges for Competitive Retail Electric Services may result in loss of those products and service; and
  4. Failure to pay charges for Competitive Retail Electric Services may result in cancellation of the Member's contract with FES, and return the Member to Ohio Edison's Standard Offer.

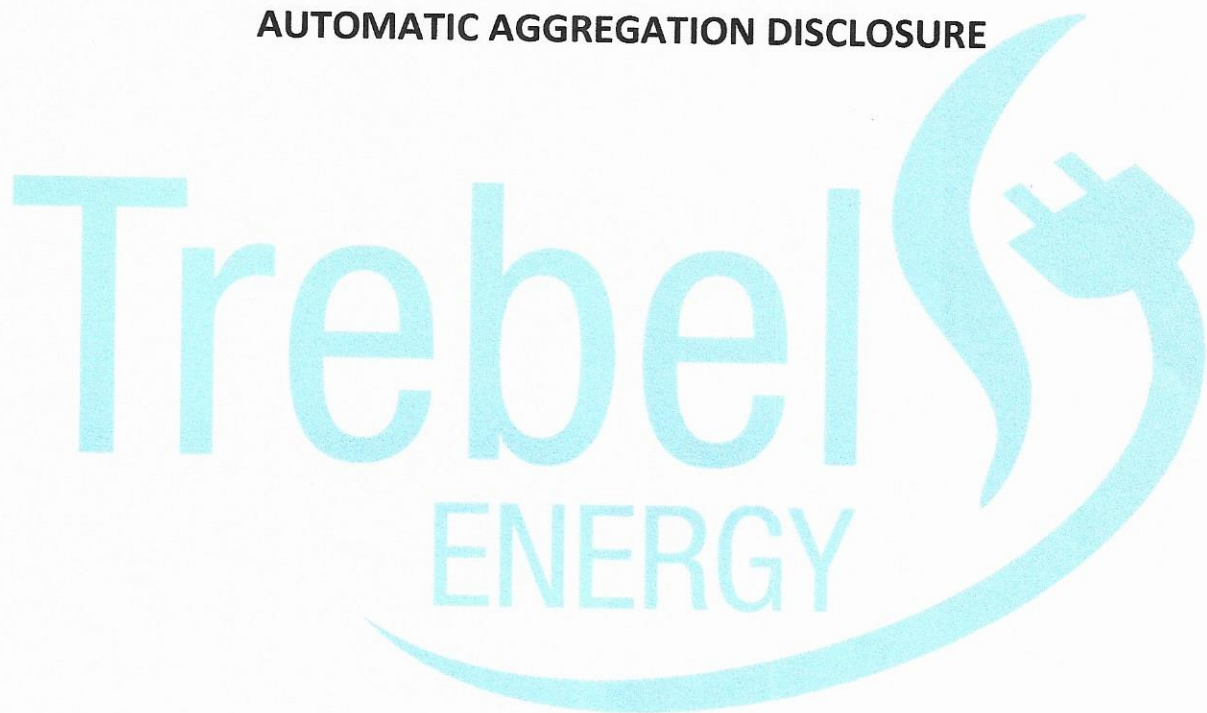
# **Exhibit A-4**

## **Automatic Aggregation Disclosure & Customer Education**



**EXHIBIT A-4**

**AUTOMATIC AGGREGATION DISCLOSURE**



Sugar Creek Township  
Stark County



March 30, 2019

«Name\_on\_Bill»

«Mailing\_Address»

«Mailing\_City\_», «Mailing\_State» «Mailing\_Zip\_»

**Sugar Creek Township Electric Government Aggregation Program with Volunteer Energy**

Dear Sugar Creek Township Resident,

Sugar Creek Township (the "Township") is providing you with the opportunity to join with other residents and small commercial customers in the Township's Electric Government Aggregation Program. Savings are possible through a concept called government aggregation, where Township officials bring together citizens to gain group-buying power for the purchase of Electric from a retail supplier. Both the Township and the supplier are certified by the Public Utilities Commission of Ohio. Township voters approved this program in May 2010.

During the past few months, we have researched options for competitive electric pricing for you. We have chosen Volunteer Energy Services Inc, ("Volunteer Energy") an Ohio based corporation to provide you with electric for the term of May 1, 2019 through April 30, 2022 (the term).

**Price:** Under this agreement, Volunteer Energy is pleased to offer Electric for your Residence at a fixed rate of \$.0492 per kwh. Your business will be a fixed rate of \$.0502 per kwh. **If you are ever unhappy with your rate, you may leave the program free of charge at any time and return to Ohio Edison (OE).** Please refer to the attached Terms and Conditions for full details of this offer.

***You will be automatically enrolled, (as a new Participant) in the Township's Electric Governmental Aggregation Program unless you choose to "opt out"—that is, affirmatively choose not to participate.*** If you wish to be excluded from the program you can call Volunteer Energy toll free at 1-800-977-8374 or return the enclosed "Opt-Out" form by **April 20, 2019**. Otherwise, you will be included in the aggregation program. There is no cost for the enrollment and you will not be charged a switching fee.

Volunteer Energy offers budget billing. If you wish to enroll in the budget billing program for Generation Service, please call Volunteer Energy at 1-800-977-8374.

After you become a participant in the Township's Electric aggregation program, OE will send a letter confirming your selection of Volunteer Energy as your electric provider. As required by law, this letter will inform you of your option to cancel your enrollment with Volunteer Energy within seven business days of its postmark date. To remain in the Township's government aggregation program, you don't need to take any action when this letter arrives. You will be automatically enrolled.

The Utility Co (OE) will always be responsible for ensuring the distribution of Electric to your premises and will continue to maintain your meter, the monthly reads and the lines that deliver Electric to your premises. Your Electric bill will also continue to come from the Utility Co. The only change you'll notice is the name of your new electric supplier, Volunteer Energy, with the new rate included on your bill.

If you have any questions, please call Volunteer Energy toll free at **1-800-977-8374** Monday through Friday, 9:00 a.m. to 4:00 p.m.

Regards

Sugar Creek Township

Volunteer Energy Services, Inc.



# Electric Aggregation - Frequently Asked Questions

## **What is governmental aggregation of electricity?**

Ohio's laws allow for communities - such as Sugar Creek Township, cities, villages and counties - to form aggregated buying groups on behalf of their citizens. Savings are possible through governmental aggregation, where community officials bring together residential and small commercial customers to gain group buying power for the purchase of electricity from a retail electric provider.

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

In May 2010, Sugar Creek Township residents voted to allow the Trustees to contract for an electric generation supplier on their behalf.

## **If I join the Township's electric aggregation program, who will deliver my power, read my meter and respond to emergencies, such as power outages?**

Your local electric company (Ohio Edison) will be responsible for the delivery of power to your home or business. Since your local electric utility still owns the wires and poles that deliver power to you, it will continue to read your meter and restore power after an outage.

## **What do I need to do to be included in the aggregation program?**

You do not need to do anything to receive the pricing offered under this program. You may choose to remain part of the aggregation program and begin receiving the negotiated rates simply by not returning the opt-out form.

## **What if I don't want to participate?**

Since all eligible residential and small commercial customers are automatically enrolled in the governmental aggregation program, those customers who do not want to participate are given the opportunity to opt-out. By returning an opt-out form by the due date, you can choose not to be enrolled as an electric generation and transmission customer of the community's competitive electric generation and transmission supplier.

## **How will billing be handled?**

You will receive one bill from the utility (Ohio Edison) that contains your charges for distribution, transmission, and maintenance service from the utility as well as Volunteer Energy's charges for generation. Your total charges from Volunteer Energy will fluctuate from month to month according to your usage.

## **Is Budget Billing available?**

If you are currently of a "Budget" billing plan with your utility, you will be automatically enrolled into the Volunteer Energy budget plan. If you are not currently participating in a budget program with your utility, please call Volunteer Energy at 1-800-977-8374 to enroll.

## **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 do I call if I have a problem with my electric service?**

If you have an outage, see fallen power lines, or require emergency repairs, you will continue to contact Firstenergy at 1-888-544-4877.

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

If you have any questions, please call Volunteer Energy at 1-800-977-8374, Monday through Friday between 9 am - 4 pm.

**We encourage you to review the details of the offer as further defined in the enclosed Terms and Condition.**



## OHIO EDISON, A FIRSTENERGY COMPANY

### I. ENERGY SERVICES

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

### II. TERM OF AGREEMENT

VE shall use commercially reasonable efforts to commence service under this Agreement upon the later the start date referenced in the Opt-Out Letter or the first available meter read date, as determined by the EDC, after the date hereof, and after VE receives confirmation that the EDC has completed its processing and has accepted the delivery service request (the "Start Date"). VE shall not be liable for any lost savings or lost opportunity as a result of a delay in service commencement due to actions or inactions of the EDC. The term of this Agreement shall continue through **April 2022** unless sooner terminated hereunder.

### III. PRICING

This is a full requirements Agreement for residential and small commercial customers. Residential customers, you agree to pay the Price of **\$0.0492/kWh** to total usage per Account as reported by the Utility each month. Small commercial customers, you agree to pay the Price of **\$0.0502/kWh** to total usage per Account as reported by the Utility each month. The Price includes energy, congestion, capacity, ancillary services, losses, Auction Revenue Rights ("ARR"), and Renewable Portfolio Standards (RPS) compliance costs. Unless otherwise noted, the Rate does not include taxes, regulated charges from the Utility, including, but not limited to, Utility delivery and distribution charges, customer account fees or other Utility transmission charges. Customer agrees to maintain electric usage patterns similar to those exhibited within the preceding 365 calendar days.

### IV. BILLING and PAYMENT

**A. General Billing and Payment Terms:** VE shall provide monthly invoices, either through utility consolidated billing (UCB) or supplier consolidated billing (SCB). VE may estimate bills in cases where actual billing determinants are unavailable, and estimated bills shall be adjusted as soon as reasonably practicable. In the event Customer is billed by VE, Customer shall pay all amounts owing within fourteen (14) days after issuance of the invoice. In the event Customer is billed by the EDC, payment is due to the EDC

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

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

### V. RENEWAL OF AGREEMENT

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

### VI. CONFIDENTIALITY

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





## OHIO EDISON, A FIRSTENERGY COMPANY

### VII. NOTICES

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

### VIII. EVENTS OF DEFAULT

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

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

### IX. FORCE MAJEURE

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

### X. GOVERNING LAW AND WAIVER OF JURY TRIAL

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

### XI. CHANGES IN LAW OR REGULATION

In the event that any change in any statute, rule, regulation, order or other law, or procedure, tariff, rate class or other process or charge, promulgated by any governmental authority or EDC, Independent Service Operator ("ISO"), Regional Transmission Operator ("RTO") or other regulated service provider, alters to the detriment of VE its costs to perform or its economic returns under this Agreement VE may revise the pricing under this Agreement to eliminate the impact of such. Before any such price revision, VE shall provide written notice to Customer with the resulting price revisions, and the date upon which such revised pricing shall be effective. Customer shall pay the revised price described in such notice, and all other terms and conditions of this Agreement shall remain in full force and effect.

### XII. SEVERABILITY

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

### XIII. INDEMNITY

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

### XIV. ASSIGNMENT

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

### XV. WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY





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

## OHIO EDISON, A FIRSTENERGY COMPANY

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

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

### XVII. ONSITE GENERATION

This Section is inapplicable to Governmental Aggregation Programs.

### XVIII. STATE DISCLOSURES/RESCISSION

VE's Ohio Certification Number is 15-950E(2) as a CRES. Customer has the right to request from VE twice within a twelve (12) month period up to twenty-four (24) months of Customer's payment history without charge; Customer may be charged switching fees by the EDC. VE is prohibited from disclosing a customer's social security number and/or account number(s) without the customer's consent except to its own collections and credit reporting, participation in programs funded by the universal service fund pursuant to section [4928.52](#) of the Revised Code, or assigning a customer contract to another CRES provider.

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

### XVI. ENTIRE AGREEMENT; AMENDMENT

P.S. Remember to return the opt-out form only if you do not want to participate in the Sugar Creek Township, Stark County Electric Governmental Aggregation Program.

### OPT-OUT FORM FOR THE SUGAR CREEK TOWNSHIP, STARK COUNTY ELECTRIC GOVERNMENTAL AGGREGATION PROGRAM

☐ I wish to opt out of the Sugar Creek Township, Stark County Electric Governmental Aggregation Program (Check box to opt out.)

Service Address: «Service Address», «Service City », «Service State», «Service Zip »

Phone Number: \_\_\_\_\_

Printed Name: «Name on Bill»

Aggregation Opt Out #: «Aggregation Opt Out »

Date: \_\_\_\_\_

Account holder's signature: \_\_\_\_\_

Mail by April 20, 2019 To: Sugar Creek Township, Stark County Electric Governmental Aggregation Program; 790 Windmill Drive, Pickerington, OH 43147



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

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**in**

**Case No(s). 10-0959-EL-GAG**

Summary: Application Renewal electronically filed by Mr. Scott R. Belcastro on  
behalf of Sugarcreek Township, Stark County, OH