

February 21, 2024

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 for the City of Barberton  
(Case Number 01-0736-EL-GAG)**

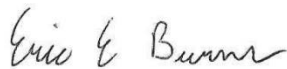
Attached please find the Opt-out Aggregation Notice being sent to current and newly eligible residential and commercial accounts in Barberton's Electric Aggregation Program. Please file this under Case number 01-0736-EL-GAG.

The mailing is currently scheduled to begin on or after March 5, 2024 and the opt-out period is currently scheduled to end on or after March 26, 2024. Energy Harbor is the supplier to the program and the local utility company is Ohio Edison.

Independent Energy Consultants, Inc. is providing aggregation consulting services to Barberton and is filing this letter 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 Burns  
Director, Aggregation & Sales

Attachments

Mar 5 - Mar 26, 2024

## City of Barberton

### Community Electric Aggregation Notification



Dear Resident or Small Business,

Welcome to your community electric aggregation program. Members of our community voted in favor of government aggregation, a program authorizing local officials to purchase electricity from a retail electric generation supplier certified by the Public Utilities Commission of Ohio. Energy Harbor has been selected as our electric generation supplier.

### How You Benefit

You will receive exclusive pricing on your electric generation which has been negotiated through: **May 2025**



Your Electric Utility	Fixed Price <sup>1</sup>	Current Term End <sup>2</sup>	Early Termination Fee
Ohio Edison	4.97 cents per kWh	May 2025	None

### Same Reliable Service

You will continue to receive a single, easy-to-read bill from your electric utility with the 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/optout](https://energyharbor.com/optout)

Opt Out Deadline
Mar 26 - Apr 16, 2024

### Enrollment Information

Enrollment will occur on your next available meter-read date following the opt out deadline. It may take up to 45-60 days for the Energy Harbor price to be reflected on future bills from your electric utility. If you are not currently receiving electric generation from Energy Harbor, your electric utility will send you a letter confirming your participation.

**To participate in the 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. Community members with questions regarding the electric aggregation program should **contact Energy Harbor directly** at 1-866-636-3749, Monday - Friday, 8 am to 5 pm.

Sincerely,

City of Barberton

## Community Electric Aggregation Program FAQs v.12.23

### How was an electric generation supplier chosen on my behalf?

Government aggregation allows local officials to 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. Energy Harbor has been selected to supply you with exclusive pricing on the generation portion of your electric bill.

### 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 more than one million residential, commercial, and industrial customers in Ohio, Pennsylvania, New Jersey, Maryland, Illinois, and Michigan. This community is one of over 200 who have chosen Energy Harbor to provide aggregation programs.

### <sup>1</sup> What does it mean to have a fixed price?

The price you will receive each month does not change.

### <sup>1</sup> What is a Green or Carbon-Free fixed price?

If this notification or the associated terms and conditions indicate the community price is a % Green or 100% Carbon-Free product:

Green means 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 the percentage (%) of RECs associated with this offer from a renewable energy source, supporting renewable electricity production. The % of RECs paired with your electricity is in addition to the state-minimum requirement for Ohio.

Carbon-Free means the energy you use is backed by Emission Free Energy Certificates (EFECs). The majority of Energy Harbor EFECs come from one of four carbon-free nuclear generation units. For more information on Carbon-Free please refer to the Energy Harbor website located at [www.energyharbor.com/carbon-free](http://www.energyharbor.com/carbon-free).

### How will I benefit by participating in the program?

Aggregation programs are intended to provide price stability for the duration of the current term. Savings are not guaranteed but may occur in months when the community price is less than the utility Price to Compare (PTC) on your bill.

### What does it mean to opt out?

Opt out means that you can decide to not participate in the community electric aggregation program. If you choose to opt out via any of the methods outlined in this notification, your pending enrollment will be canceled, and you will not receive further notifications until the end of the current term.

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

If you do not opt out by the opt out deadline you will be automatically included in the community aggregation program.

### Can I opt out of the program after the opt out deadline?

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 a later date for any reason.

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

If you opt out or leave the program prior to the end of the current term you will be returned to your electric utility's standard service offer and might not be served under the same rates, terms, and conditions that apply to other customers served by the utility. This may take 1-2 billing cycles depending on your meter-read dates. You may also shop for an alternative generation supplier. For a list of suppliers certified by the PUCO and their current prices call 1-800-686-PUCO (7826).

### <sup>2</sup> Why did I receive this letter if I'm already in the program?

Per Ohio law, aggregation participants must be presented with the opportunity to opt out of the program at least every three years. Prior to the end of the current term, whether with Energy Harbor or another supplier, you will receive a new notification communicating the terms and conditions of service. If the aggregation renews for a subsequent term, the notice will contain the new price and term dates. If the current price was negotiated for a period greater than three years, the notice will extend this exclusive pricing through end of the negotiated term. In either case, you can choose to opt out, rejoin, or remain in the program.

### Will Energy Harbor continue to budget my supplier charges?

Duke Energy, Ohio Edison, Toledo Edison, and The Illuminating Company include supplier charges in your monthly budgeted amount and will continue to provide that service. Energy Harbor will NOT automatically budget the supplier charges on your electric bill in AEP Ohio. However, AEP Ohio will continue to budget the delivery portion of your bill. Contact your electric utility directly to enroll in a utility budget billing plan.

### Who is NOT eligible for an electric aggregation program?

Customers outside the geographic boundaries of the community, 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 determine eligibility for the aggregation. Eligible residents who were not sent or did not receive this notification will NOT be automatically included in the program but may opt in at any time.

### How can I contact Energy Harbor for questions?

If you have any questions, please call 1-866-636-3749, Monday - Friday, 8 am to 5 pm or visit their comprehensive FAQs located at: [www.energyharbor.com/communityaggregation](http://www.energyharbor.com/communityaggregation).

## CITY OF BARBERTON OPT OUT REPLY FORM

**Option 1: Do Nothing to Join**

**OR**

**Option 2: Opt Out by: Mar 26 - Apr 16, 2024**

**MAIL TO:** Community Electric Aggregation Opt-Out c/o Energy Harbor, PO Box 3500, Akron, Ohio 44309

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

**Mail**

Return This Form

**Phone**

1-866-636-3749

**Web**

[energyharbor.com/optout](https://energyharbor.com/optout)

### Government Aggregation – Electric Terms and Conditions

Product	<b>Fixed Price</b>
Electric Distribution Utility (“EDU”)	<b>Ohio Edison Company</b>
Price and Length of Agreement	<b>4.97 cents per kWh through your <b>May 2025</b> 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 electric 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 Electric Distribution Utility (“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 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* – Basic service for delivering electricity over a distribution system to a customer from the transmission system.

**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 letter. You have the right to rescind your enrollment within seven (7) calendar days following the postmark date of the confirmation letter by contacting the EDU by telephone or in writing as described in the letter. 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 and small commercial customer accounts not enrolled in the Percentage of Income Plan Program (“PIPP”) may enroll in this offer from Energy Harbor. Net-metered customers are not eligible for this offer. Energy Harbor reserves the right to refuse enrollment to any customer with an outstanding balance.

**Basic Service Prices:** During the term of this Agreement, you agree to pay Energy Harbor a price for combined Generation and Generation Related Charges (“Retail Electric Service”), specified in the table above. 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. If your product in the table above is a % Off PTC product, your monthly price per kWh will vary because the EDU's PTC may change based on any changes made by the EDU in its calculations. 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 commence with the next available meter reading and 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 (1) the PUCO approves or implements a phase-in credit for generation and/or transmission charges of the EDU or takes any other action which affects the PTC or otherwise does not allow the EDU to reflect the full cost to procure generation and transmission in the PTC or other regulatory action; or (2) there is 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, which 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 any cancellation/termination fee. 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 receive a consolidated bill monthly from your EDU for both your Energy Harbor and EDU charges. 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 applicable. Your EDU may charge you switching fees. Energy Harbor reserves the right to convert you from consolidated billing to dual billing if such a conversion will facilitate more timely billing, collections, and/or payment. Furthermore, your failure to pay EDU charges may result in your electric service being disconnected.

in accordance with the EDU tariff. If you have 12 months of billing history and you are enrolled in budget billing with the EDU, you are eligible to enroll in a budget billing program once per year, where available. 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. Budget billing exclusive offers are not available for all aggregation programs and you will not be automatically enrolled in an Energy Harbor budget billing exclusive offer unless explicitly stated in the opt-out notification materials you receive as part of the program. If you meet the eligibility requirements, contact Energy Harbor to determine if an exclusive budget billing offer exists for your community, otherwise, your EDU may be responsible for maintaining your budget billing service.

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

**Cancellation/Termination Provisions:** You may terminate this Agreement at any time without penalty. Customer and Energy Harbor both agree that the following will constitute force majeure events under this Agreement and that Energy Harbor shall have the right to terminate or modify the agreement without liability if: (1) the Electric Security Plan (ESP), Market Rate Offer (MRO) and/or Competitive Bid Process (CBP), or other generation procurement process results in a Price to Compare ("PTC") that is equal to or less than the comparable annualized generation and transmission rates and riders in effect as of the effective date of this Agreement, or (2) the PUCO approves or implements a phase-in credit for generation and/or transmission charges of the EDU or takes any other action which affects the PTC or otherwise does not allow the EDU to reflect the full cost to procure generation and transmission in the PTC or other regulatory action. In the event that the program is terminated, you will be returned to your EDU's standard service offer. Upon termination with Energy Harbor and return to 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 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 seven (7) day rescission period, and subsequent acceptance of the enrollment by your EDU.

**Customer Consent to Communications:** By participating in your community's aggregation program, you agree to receive pre-recorded/artificial voice messages calls and/or use of an automatic dialing device, text messages and/or emails from Energy Harbor or its agents/assigns at any phone number or email address. You agree to be responsible for any charges you may receive on that number, including standard telephone, SMS or text message fees. You may revoke this express consent at any time by calling us at 1-866-636-3749. Such revocation has no bearing on your ability to contract with Energy Harbor.

**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 your electric supply upon termination of this Agreement.

**Dispute Procedures:** Contact Energy Harbor with any questions concerning the terms of service by phone at 1-866-636-3749 (toll-free) from 8 a.m. to 5 p.m. EST weekdays, or in writing at Energy Harbor, 168 E 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 Public Utilities Commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from 8 a.m. to 5 p.m. EST weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from 8 a.m. to 5 p.m. weekdays, or at <http://www.pickocc.org>.

**Miscellaneous:** You have the right to request from Energy Harbor, twice within a twelve (12) month period, up to twenty-four (24) months of payment history, without charge. Energy Harbor is prohibited from disclosing a Customer's Social Security number and/or account number(s) without the Customer's written consent except for Energy Harbor's collections and reporting, participating in programs funded by the universal service fund, pursuant to section 4928.52 of the Revised Code, 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/disclosure-statements](http://www.energyharbor.com/disclosure-statements). You agree that Energy Harbor will make the required annual and quarterly updates to the environmental disclosure statement electronically on our website. Energy Harbor will also provide the information upon request. Energy Harbor may assign its rights to another, 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.** Customer is 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 offer. Customer authorizes, but does not obligate, Energy Harbor to exercise customer's governmental aggregation opt-out rights.

**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.

### Government Aggregation – Electric Terms and Conditions

Product	<b>Fixed Price</b>
Electric Distribution Utility (“EDU”)	<b>Ohio Edison Company</b>
Price and Length of Agreement	<b>4.97 cents per kWh through your <b>May 2025</b> 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 electric 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 Electric Distribution Utility (“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 regulates transmission prices and services.

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**Length of Agreement:** As a part of your community's program, your Retail Electric Service from Energy Harbor will commence with the next available meter reading and 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 (1) the PUCO approves or implements a phase-in credit for generation and/or transmission charges of the EDU or takes any other action which affects the PTC or otherwise does not allow the EDU to reflect the full cost to procure generation and transmission in the PTC or other regulatory action; or (2) there is 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, which 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 any cancellation/termination fee. 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 receive a consolidated bill monthly from your EDU for both your Energy Harbor and EDU charges. 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 applicable. Your EDU may charge you switching fees. Energy Harbor reserves the right to convert you from consolidated billing to dual billing if such a conversion will facilitate more timely billing, collections, and/or payment. Furthermore, your failure to pay EDU charges may result in your electric service being disconnected

in accordance with the EDU tariff. If you have 12 months of billing history and you are enrolled in budget billing with the EDU, you are eligible to enroll in a budget billing program once per year, where available. 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. Budget billing exclusive offers are not available for all aggregation programs and you will not be automatically enrolled in an Energy Harbor budget billing exclusive offer unless explicitly stated in the opt-out notification materials you receive as part of the program. If you meet the eligibility requirements, contact Energy Harbor to determine if an exclusive budget billing offer exists for your community, otherwise, your EDU may be responsible for maintaining your budget billing service.

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**Cancellation/Termination Provisions:** You may terminate this Agreement at any time without penalty. Customer and Energy Harbor both agree that the following will constitute force majeure events under this Agreement and that Energy Harbor shall have the right to terminate or modify the agreement without liability if: (1) the Electric Security Plan (ESP), Market Rate Offer (MRO) and/or Competitive Bid Process (CBP), or other generation procurement process results in a Price to Compare ("PTC") that is equal to or less than the comparable annualized generation and transmission rates and riders in effect as of the effective date of this Agreement, or (2) the PUCO approves or implements a phase-in credit for generation and/or transmission charges of the EDU or takes any other action which affects the PTC or otherwise does not allow the EDU to reflect the full cost to procure generation and transmission in the PTC or other regulatory action. In the event that the program is terminated, you will be returned to your EDU's standard service offer. Upon termination with Energy Harbor and return to 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 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 seven (7) day rescission period, and subsequent acceptance of the enrollment by your EDU.

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**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 your electric supply upon termination of this Agreement.

**Dispute Procedures:** Contact Energy Harbor with any questions concerning the terms of service by phone at 1-866-636-3749 (toll-free) from 8 a.m. to 5 p.m. EST weekdays, or in writing at Energy Harbor, 168 E 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 Public Utilities Commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from 8 a.m. to 5 p.m. EST weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from 8 a.m. to 5 p.m. weekdays, or at <http://www.pickocc.org>.

**Miscellaneous:** You have the right to request from Energy Harbor, twice within a twelve (12) month period, up to twenty-four (24) months of payment history, without charge. Energy Harbor is prohibited from disclosing a Customer's Social Security number and/or account number(s) without the Customer's written consent except for Energy Harbor's collections and reporting, participating in programs funded by the universal service fund, pursuant to section 4928.52 of the Revised Code, 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/disclosure-statements](http://www.energyharbor.com/disclosure-statements). You agree that Energy Harbor will make the required annual and quarterly updates to the environmental disclosure statement electronically on our website. Energy Harbor will also provide the information upon request. Energy Harbor may assign its rights to another, 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.** Customer is 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 offer. Customer authorizes, but does not obligate, Energy Harbor to exercise customer's governmental aggregation opt-out rights.

**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.

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**in**

**Case No(s). 01-0736-EL-GAG**

Summary: Opt-Out Notice Opt-Out Notice to be sent to current and newly eligible customers in the City's electric aggregation program electronically filed by Eric E. Burns on behalf of City of Barberton. electronically filed by Mr. Eric E. Burns on behalf of City of Barberton.