



Public Utilities Commission

Original GAG Case Number	Version
17 - 2481 -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 City of Franklin

Address 1 Benjamin Franklin Way, Franklin, OH 45005

PUCO Certificate # and Date Certified 18-1284E(1) 1/11/2018

Telephone # (937) 746-9921 Web site address (if any) www.franklinohio.org

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

AMBER COFFINBAUER
Public Utilities Commission of Ohio
March 23, 2004



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**

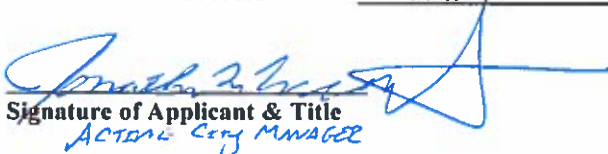
Name Ross Calliott
Title Ops VP - Affordable Gas & Electric Company, LLC
Business address 10749 E Garden Rd, Mt Vernon, OH 62864
Telephone # (636) 399-2501 Fax # (618) 205-5069
E-mail address ross.c@agelc.com

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

Name Ross Calliott
Title Ops VP - Affordable Gas & Electric Company, LLC
Business address 10749 E Garden Rd, Mt Vernon, OH 62864
Telephone # (636) 399-2501 Fax # (618) 205-5069
E-mail address ross.c@agelc.com

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

Customer Service address 10749 E Garden Rd, Mt Vernon, IL 62864
Toll-free Telephone # (855) 682-0222 Fax # (618) 205-5069
E-mail address info@agelc.com


Signature of Applicant & Title
ACTING CRY MANAGER

Sworn and subscribed before me this 25th day of November, 2019 Year
Month

Amber Copenhaver
Signature of official administering oath

Amber Copenhaver
Print Name and Title



AMBER COPENHAVER
Notary Public, State of Ohio
My Commission Expires
March 27, 2024

Notary Public, State of Ohio expires on March 27, 2024

AFFIDAVIT

State of Ohio :

Franklin ss.
(Town)

County of Warren :

Jonathan Westendorf, Affiant, being duly sworn/affirmed according to law, deposes and says that:

He/She is the acting City Manager (Office of Affiant) of City of Franklin (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.


Signature of Affiant & Title
Aaron Gray Munroe

Sworn and subscribed before me this 25th day of November, 2019
Month Year


Signature of official administering oath

Amber Copenhaver
Print Name and Title



AMBER COPENHAVER
My commission expires on March 27, 2024
Notary Public, State of Ohio
My Commission Expires
March 27, 2024

AUTHORIZING ORDINANCE PURSUANT TO §4928.20(A) OF THE OHIO

REVISED CODE.

**CITY OF FRANKLIN, OHIO
ORDINANCE NUMBER 2000-48**

**AN ORDINANCE 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 WARREN 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 in the respective jurisdictions and to enter into service agreements to facilitate for those loads the purchase and sale of electricity;

WHEREAS, such legislative authorities may exercise such authority jointly with any other legislative authorities;

WHEREAS, governmental aggregation provides an opportunity for residential and small business customers collectively to participate in the potential benefits of electricity deregulation through lower electric rates which they would not otherwise be able to have individually;

WHEREAS, this Council 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 City and in conjunction jointly with any other municipal corporation, township, county or other political subdivision of the State of Ohio, as permitted by law.

THE CITY OF FRANKLIN HEREBY ORDAINS, five members of council present thereof concurring:

SECTION 1. This Council finds and determines that it is in the best interest of the City, its residents, businesses and other electric consumers located within the corporate limits of the City to establish the Aggregation Program in the City. Provided that this Ordinance and the Aggregation Program is approved by the electors of the City pursuant to Section 2 of this Ordinance, the City is hereby authorized to aggregate in accordance with Section 4928.20, Ohio Revised Code, the retail electrical loads located within the City, and, for that purpose, to enter into service agreements to facilitate for those loads the sale and purchase of electricity. The City 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 Ordinance.

SECTION 2. The Board of Elections of Warren County is hereby directed to submit the following question to the electors of the City at the general election on November 7, 2000:

"Shall the City of Franklin have the authority to aggregate the retail electric loads located in the City, and for that purpose, enter into service 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, all in accordance with Section 4928.20 of the Ohio Revised Code and Ordinance No. 2000-48 adopted by the City Council?"

Section 3. The Clerk of this Council is instructed immediately to file a certified copy of this Ordinance and the proposed form of the ballot question with the County Board of Elections not less than seventy-five (75) days prior to November 7, 2000. The Aggregation Program shall not take effect unless approved by a majority of the electors voting upon this Ordinance and the Aggregation Program provided for herein at the election held

pursuant to this Section 2 and Section 4928.20, Ohio Revised Code.

SECTION 4. Upon the approval of a majority of the electors voting at the special election provided for in Section 2 of this Ordinance, this Council individually or jointly with any other political subdivision, shall develop a plan of operation and governance for the Aggregation Program. Before adopting such plan, this Council 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 City. The notice shall summarize the plan and state the date, time, and location of each hearing. No plan adopted by this Council shall aggregate the electrical load of any electric load center within the City 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 every two years, without paying a switching fee. Any such person that opts out of the Aggregation Program pursuant to the stated procedure shall default to the standard service offer provided under division (a) of Section 4928.14 or division (d) of Section 4928.35, Ohio Revised Code until the person chooses an alternative supplier.

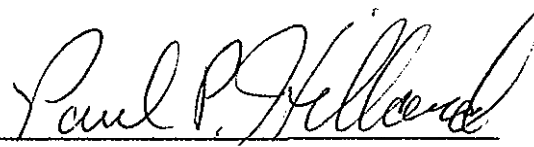
SECTION 5. This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

SECTION 6. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the City, and for the further reason that this Ordinance is required to be immediately effective in order to file a certified copy of this Ordinance and the proposed form of the ballot question with the Board of Elections of Warren County not later than seventy-five (75) days prior to the November 7, 2000 election, as provided herein; wherefore, this Ordinance shall be in full force and effect immediately upon its adoption.

Passed: August 21, 2000



City Clerk



Mayor

CERTIFICATE

I, the undersigned Clerk of Council for the Franklin City Council, do hereby certify that the foregoing is a true and correct copy of an ordinance passed by that body on August 21, 2000 and published in the Middletown Journal on August 29, 2000.



City Clerk

OFFICE / ISSUE RESULTS BY PRECINCT
11/21/00
12:01 PM

GENERAL ELECTION
WARREN COUNTY, OHIO
NOVEMBER 7, 2000
142 PRECINCTS

PAGE 20

FOR JUDGE OF THE COURT OF COMMON PLEAS
PROBATE/JUVENILE DIVISION

UNEXPIRED TERM ENDING 2/8/03

==069: MIKE POWELL

FOR JUDGE OF THE COUNTY COURT

FULL TERM COMMENCING 1/1/01

==070: DALLAS P. POWERS

1 - PROPOSED CONSTITUTIONAL AMENDMENT

AUTHORIZE THE STATE TO ISSUE BONDS AND OTHER OBLIGATIONS

TO PAY THE COSTS OF PROJECTS FOR ENVIRONMENTAL

CONSERVATION AND REVITALIZATION PURPOSES.

==071: YES

==072: NO

2 - PROPOSED ORDINANCE - CITY OF FRANKLIN
AUTHORIZATION TO AGGREGATE THE RETAIL ELECTRIC LOADS
LOCATED IN THE CITY AND ENTER INTO SERVICE AGREEMENTS
TO FACILITATE FOR THOSE LOADS

==073: YES

==074: NO

3 - PROPOSED CHARTER AMENDMENT - CITY OF SPRINGBORO
AMEND SECTIONS OF CITY CHARTER

==075: YES

==076: NO

4 - PROPOSED TAX LEVY - VILLAGE OF HARVEYSBURG

REPLACEMENT - 1 MILL - 3 YRS - POLICE SERVICES

==077: FOR THE TAX LEVY

==078: AGAINST THE TAX LEVY

PRECINCT/DISTRICT ==: ==069: ==070: ==071: ==072: ==073: ==074: ==075: ==076: ==077: ==078

COUNTY WIDE	46,325	16,817	33,095	24,508	2,116	1,162	2,818	1,953	119	91
6TH CONGRESS	23,282	7,572	16,207	12,079	0	0	0	0	0	0
2ND CONGRESS	25,171	9,718	18,242	13,580	2,116	1,162	2,818	1,953	119	91
2ND STATE REP	46,325	16,817	33,095	24,508	2,116	1,162	2,818	1,953	119	91
FRANKLIN CITY	2,224		1,605	1,370	2,116	1,162				

OPERATION AND GOVERNANCE PLAN ADOPTED PURSUANT TO
§4928.20(C) OF THE OHIO REVISED CODE.

PLAN OF OPERATION AND GOVERNANCE
OF
THE CITY OF FRANKLIN, OHIO, WARREN COUNTY

**(THIS PLAN SHALL BE RE-SUBMITTED AFTER A CRES HAS BEEN
SELECTED FOR ELECTRIC SUPPLY PURPOSES.)**

For Additional Information Contact:

Donald I. Marshall
Eagle Energy, LLC
6566 Glenway Avenue
Cincinnati, Ohio 45211

Telephone: (513) 251-7283
E-mail: eagleenergy@fuse.net

Introduction. City of Franklin (Franklin or City) obtained voter approval to offer an electric aggregation program pursuant to §4928.20, Ohio Revised Code (ORC) on November 7, 2000. As a result of the voter's affirmative vote, Franklin has established an "opt-out" electric aggregation program to all eligible customers¹; i.e., all residential customers and non-mercantile commercial, industrial and other public authority customers within the City. The plan will be available to approximately 5,000 customers and those customers shall automatically be enrolled in the program as further explained herein. A Competitive Retail Electric Supplier (CRES), for the purpose of implementing an aggregation program, has not been selected at this time.

The aggregation program has been developed in accordance with §4928.20, ORC, in the following manner:

1. §4928.20(A) specifies the requirement of a municipal authority to adopt an ordinance. Exhibit A-2 is a copy of Ordinance No. 2000-48 adopted by the elected officials of the City specifying that aggregation shall occur automatically.
2. §4928.20(B) requires that the Ordinance be submitted to the electorate. Also included in Exhibit A-2 is the certification by the Warren County Board of Elections that Ordinance No. 2000-48 was passed on November 7, 2000 by a majority affirmative vote.
3. §4928.20(C) requires two public hearings on this Plan of Operation and Governance (Plan) to be conducted. Those hearings were held on November 20, 2017 at 6:00 PM and December 6, 2017 at 1:00 PM after appropriate public notice was provided for two consecutive weeks².
4. §4928.20(D) requires appropriate notice be provided to customers being automatically enrolled in the aggregation program. A draft notice, including terms and conditions, is attached as Exhibit A-4 and shall be timely provided to the Commission Staff by the CRES at least ten (10) days prior to mailing.

The Plan has been developed in accordance with the Commission's rules and regulations, specifically rule 4901:1-21-16(B) of the Administrative Code, in the following manner:

1. Services to be Provided. The City will enter into a contract with a CRES to provide generation and transmission services. The CRES contract shall include all terms and conditions that make it clear that the CRES has ultimate responsibility to deliver firm power to the distribution system of the local Electric Distribution Utility (EDU), Duke Energy-Ohio (Duke). Duke, in turn, shall utilize its distribution system, as it currently uses, and deliver the power to the customer's

¹ As further defined herein. Certain customers may not be eligible to participate.

² Legal notice was provided on November 3 and 10, 2017.

end-use facilities. The City does not intend to re-sell any power as a result of this program and, in fact, is not authorized to do so.

2. Determination of Rates to be Charged. All customers shall continue to receive standard distribution service under Duke's tariffs on file and approved by the Commission. Customers shall be responsible for the distribution charges and certain delivery Riders specified under Rates RS, DM or DS of the Duke tariff, P.U.C.O. No. 19³. Customers enrolled in the program shall receive relief from certain other Riders and the rates and riders associated with generation and related cost contained in Duke's tariff. The City has retained Eagle Energy to assist in the identification of potential savings for customers. Savings shall be determined by comparing the prevailing price-to-charge of Duke with the contract rate of the CRES. The rate comparison will be contained in the notice to be received by the customer. A surcharge authorized under §4928.20(I) is not applicable at the current time.
3. Standby Service. The City intends for customers to return to Duke on a full-requirements basis without penalty. The CRES contract shall exclude a switching fee provision for customers.
4. Opt-out Disclosure Notice. The City shall timely request a customer list that identifies potential customers within its geographic boundary from Duke. It has been Eagle's experience that the customer list may not be entirely accurate so a request of the CRES to sanitize the customer list will be made to improve its accuracy. The sanitized customer list shall then be used to mail the opt-out notice. Once the mailing list has been developed, the opt-out notice shall be mailed via first class U.S. mail and customers shall have twenty-one (21) days to opt-out of the program. Those customers electing **not** to opt-out shall be enrolled in the program.
5. Customer Inclusion. The following customers shall be excluded from the opt-out program:
 - (a) Customers who have opted-out of the program;
 - (b) Customers under contract with a CRES;
 - (c) Customers who may have a special contract with Duke;
 - (d) Customers outside the geographical boundary of the City;

³ The program may be available to other special rates such as Rates EH, ORH, et al.

- (e) Customers who have elected to be on the “do not aggregate” list provided by §4928.21(C);
- (f) Mercantile customers; and,
- (g) Customers with an unsatisfactory credit rating.

The City is relying on Duke to provide a concise customer list as well as identifying the above customer categories as reasonable as possible. Customers in categories (b) through (g) shall not appear in the customer list provided by Duke. Customers within these categories who may be accidentally enrolled shall be returned to Duke without charge.

The CRES shall have responsibility to monitor the enrollment of customers. Customers who elect to opt-out of the program shall be excluded and if a customer were accidentally enrolled shall also be returned to Duke without charge.

6. Opt-out Process. Customers shall receive a letter, terms and conditions and a postcard that shall be used to determine enrollment status⁴. Customers shall be provided twenty-one (21) days to elect to opt-out of the program. After the twenty-one day opt-out period ends customers shall be submitted to Duke for enrollment. Duke confirmed enrollment and provided the customer with an additional seven (7) days to allow the customer to cancel enrollment. Thereafter, a similar enrollment program shall be offered at intervals not to exceed three (3) years.
7. Eligible Customers. The aggregation program shall include residential and non-mercantile customers, except those identified in Section 5 above, served under the provision's of Duke's current electric tariff P.U.C.O. No. 19 as Rate RS, Rate DS and Rate DM ⁵.
8. Billing Procedures. The contract with the CRES shall include a billing procedure but the goal of the City is to have the customer receive a single bill from Duke. The bill shall include all charges including the supply charges of the CRES. The billing interval shall be approximately thirty (30) days. If Duke does not receive timely payments, then the subsequent bill will reflect late payments fees, as authorized by the Commission, including those charges of the CRES.
9. Credit and Deposit Procedures. Collection and credit procedures shall be those authorized by the Commission and remain the responsibility of Duke, CRES and the involved customer. The City shall not be involved in any credit or collection matter.

⁵ See footnote 2 also.

10. Customer Service Procedures. Customers shall have multiple means of addressing customer service issues. Generally, concerns relative to service reliability or billing should be addressed to Duke and concerns regarding the Plan should be addressed to the City or Eagle Energy. If a customer is unable to resolve their concern in a satisfactory manner, then that matter should be directed to the Commission or to the Ohio Consumers' Counsel. The following telephone numbers are for customers' assistance for resolving customer service issues:

Duke Energy Ohio	(800) 544-6900
Public Utilities Commission of Ohio	(800) 686-7826 (800) 686-1750 (TDD/TTY)
City of Franklin	(937) 746-9921
Eagle Energy	(513) 251-7283
Ohio Consumers' Counsel	(877) 742-5622
CRES	"800" TBD

In addition, this Plan adopts by reference Commission rule 4901:1-21-08 of the Administrative Code as the rule pertains to customer access, slamming and complaint handling procedures.

11. New Customer Policy. During the Plan's term, customers who have either left the Plan or who moved into the governmental boundaries of the City, may contact the City, Eagle Energy or the CRES at any time to obtain enrollment⁶ information. The CRES shall have sole discretion to permit new customers to enroll into the Plan at no charge. The CRES may periodically provide a re-fresh opt-out enrollment opportunity to eligible customers upon authorization of the City and proper notification to the Commission Staff.
12. Customer Who Move. Enrolled customers who move from one location to another within the geographical boundaries of the City shall be permitted to maintain their enrollment status at their new location.
13. Customers Who Opt-out. Customers who provided the required opt-out notice shall remain a customer of the EDU, Duke, or their selected CRES. Customers may request the Plan's CRES to permit enrollment and in that instance the CRES shall have sole discretion as to allow the enrollment at no charge. Customers being served by an existing CRES shall be cautioned about any cancellation charges associated with their current enrollment status. A new enrollment period

⁶ Enrollment must be authorized by Duke.

shall be offered, at a minimum, every three (3) years without any charge to the customer.

14. Other Matters. A copy of this Plan shall be available at the City offices, One Benjamin Franklin Way, for public inspection and shall be made available to any customer upon request. The City shall be precluded from altering this Plan in any way that materially affects enrolled customers. If a change to the Plan is made, affected customers shall be provided notice of the change and shall be given an opportunity to opt-out of the aggregation.

AUTOMATIC AGGREGATION DISCLOSURE REQUIRED BY
§4928.20(D) OF THE OHIO REVISED CODE.



City of Franklin Electric Aggregation Program

<<Insert customer name>>
<<Insert customer address>>

September 2, 2019

Dear Franklin Residents and Businesses,

We are writing to tell you about the City of Franklin's Electric Aggregation Program. In November, 2000 Franklin voters gave the Franklin City Council the authority to form a governmental aggregation program to negotiate a favorable electric supply price and terms for its residences and businesses. Franklin Officials have selected Dynegy, a competitive retail electric service provider, as the electric supplier.

Here's What to Expect:

- You receive a Fixed Electricity Price of 4.99¢/kWh through May 2021 meter reading.
- You receive one energy bill including the Dynegy charge from Duke Energy, your local utility.
- After your enrollment is finalized, Duke Energy will send you a confirmation letter.
- You can leave the aggregation program without penalty, anytime.
- Green Energy Option Available: Uses 100% Renewable Energy – 5.07¢/kWh through your May 2021 meter reading. *Note for the green price, you'll need to call Dynegy (888-682-2170) to enroll in this option.*

You're Automatically Enrolled

There is no cost to enroll. Enrollment is automatic for those who are eligible, but participation is voluntary. You may opt-out of this program without penalty by September 23, 2019 or leave the program at any time for any reason by providing notice to Dynegy. Please see the enclosed terms and conditions for full details of the program.

How to Opt-Out

If you do not wish to participate, please complete and return the reply card below or call Dynegy, the electric supplier, at 888-682-2170 by September 23, 2019. If you choose to opt out, you will be served by Duke Energy under its standard service offer or until you choose an alternative electric supplier. If you switch back to your local utility, you may not be served under the same rates, terms, and conditions.

For questions, contact Dynegy at DynegyCustomerService@dynegy.com, call 888-682-2170 or visit <https://www.dynegy.com/municipal-aggregation/communities-we-serve/Ohio/franklin>.

Sincerely,

City of Franklin & Dynegy

Community: City of Franklin

☐

I do not want to participate in the City of Franklin Electric Aggregation Program.
By checking this box, I understand that my account will not be included in the program.

This opt out must be post marked by September 23, 2019 and mailed to Dynegy, PO Box 650764
Dallas, TX 75265-0764

Customer Name _____ Account Number <<Account Number>>

Service Address <<service address>>

Signature _____ Date _____

ABOUT THE PROGRAM

What is an Electric Aggregation Program?

Aggregation is an opportunity for cities, townships and counties to negotiate competitive electricity supply rates and provide budget stability for their residents and small businesses.

First, residents must vote to give their community officials the ability to negotiate electricity rates for their community. Once a referendum is passed, communities are able to aggregate and elected officials can work with alternative energy suppliers to negotiate competitive electricity rates.

How was Dynegy chosen as the supplier?

Your community implemented a formal process where proposals from multiple suppliers were submitted for consideration. Dynegy was selected to be your preferred electricity supplier.

ELIGIBILITY AND ENROLLMENT

Who is eligible to participate?

Residential and small business customers located in your community may participate. Customers enrolled with an alternative retail supplier will not be included in the initial program; however, they can call to be enrolled. Customers enrolled in PIPP (Percentage of Income Plan) are not eligible for the program.

How do I enroll?

It's simple. It's automatic. Unless you "opt-out" of the program, all eligible customer accounts within your community boundaries will be enrolled in the program as long as you are not participating in one of the programs mentioned above. You will receive a "switch" letter from your local utility company, confirming your enrollment.

Do I have to participate in the aggregation program?

All eligible local utility company customers within your community will receive an opt-out notification letter via U.S. mail. You may "opt-out" by returning the Opt-Out card or calling Dynegy by the deadline date identified in your notification. If you choose to opt-out, your account remains with your local utility company at their current utility rate.

If I don't want to be a part of the program, why do I have to opt-out?

The voters authorized the community to develop an aggregation program where each resident and small business is automatically enrolled. Therefore, if you prefer not to participate, you must opt out of the program.

What if I decide to opt-out after the opt-out deadlines have passed? You may opt out at any time by notifying us via telephone, email, or mail.

RATE AND TERM INFORMATION

What are the Rates & Terms for this Aggregation Program?

Your competitive rate and terms are explained in your Terms and Conditions. Customers who are enrolled in the program should see the changes on their monthly electricity bill 45 to 60 days after enrollment.

What if my local utility company's rate decreases?

If at any time during the term of your Agreement the local utility company's rates fall lower than the Dynegy price, you will have the option to return to the utility, your local electric company, without penalty.

What happens at the end of the Agreement term?

At the end of the Agreement term, as defined in the Terms and Conditions, you have the option of staying with a new aggregation program, returning to your local utility company, or signing with a new supplier independent of the Aggregation program.

BILLING AND SERVICE

Who will bill me for electricity? Will I get two bills?

You will continue to receive one monthly bill from your local utility company. The bill will include the charges for electricity supplied by Dynegy, as well as the delivery service charges from your local utility company.

Can I still have my payment automatically deducted from my checking account?

Yes, how you pay your bill will not change.

If I'm on budget billing with my utility, can I retail this service?

Dynegy accepts Duke, Ohio Edison, Toledo Edison and The Illuminating Company budget billing programs. If you would like to enroll in budget billing or have any additional questions, please contact your utility directly.

Who do I call to report a power outage or problems with my electric service?

You will continue to call your local utility company for power outages, problems with your service or questions regarding your monthly bill.

Who do I call if I have questions regarding the Aggregation Program?

Dynegy at 888-682-2170 or
DynegyCustomerService@Dynegy.com

Dynegy Energy Services (East), LLC
Residential and Small Commercial Electric Supply Agreement Terms and Conditions

1. Purchase of Electricity – Dynegy Energy Services (East), LLC (DES) agrees to sell, and you (Customer) agree to buy, all retail electricity at the price and on the terms and conditions specified in this Agreement. Customer's electric utility remains responsible for the delivery of electricity to the Customer.

2. Residential or Small Commercial Service – Customer acknowledges this Agreement is for electricity for residential or small commercial use only.

3. Price and Initial Term – The price for electricity (Price) will be \$0.0529 per kWh through your April 2020 meter read date (Initial Term). Electricity service under this Agreement will begin with the next available meter read date after DES and Customer's electric utility process Customer's enrollment. In addition to delivering electricity, Customer's electric utility will continue to read Customer's meter, bill the Customer and respond to any outages. If Customer switches back to Customer's electric utility for any reason, Customer may or may not be served under the same rates, terms, and conditions that apply to other customers served by the electric utility. The Price includes broker fees, but does not include any applicable taxes, fees or charges related to distribution service from the Customer's electric utility. If DES wishes to lower the Price due to a change in market conditions, DES may do so without Customer's consent provided there are no other changes to the terms and conditions of this Agreement.

4. Length of Contract - As a part of your community's program, your service from DES will commence with your next available meter reading after processing of enrollment by your electric utility, and will continue for the term as specified in the opt-out notification, ending on your meter read for the last month of service.

5. Billing and Payment – The charges for electricity provided by DES will appear on Customer's monthly bill from Customer's electric utility, and is due and payable to Customer's electric utility on the same day the electric utility's bill is due. Customer will incur additional service and delivery charges from the Customer's electric utility. Customer should continue to follow any bill payment procedures between Customer and Customer's electric utility. Customer agrees to accept the measurements as determined by Customer's electric utility for purposes of accounting for the amount of electricity provided by DES under this Agreement. Though DES does not offer budget billing for the electricity provided, the customer may contact the Customer's electric utility to enroll in the utility budget billing program, if applicable. Customer has the right to request from DES, twice within a twelve-month period without charge, up to twenty-four months of the Customer's payment history. The failure to pay electric utility charges may result in Customer being disconnected from service in accordance with the Customer's electric utility tariff.

6. Customer Cancellation or Termination of the Agreement – Customer's electric utility will send Customer a notice confirming the switch to DES for electricity. **CUSTOMER MAY CANCEL THIS AGREEMENT WITHOUT PENALTY WITHIN SEVEN (7) CALENDAR DAYS OF THE POSTMARK ON THE ELECTRIC UTILITY'S CONFIRMATION NOTICE OF THE SWITCH TO DES BY CONTACTING CUSTOMER'S ELECTRIC UTILITY BY TELEPHONE OR IN WRITING IN ACCORDANCE WITH THE CANCELLATION INSTRUCTIONS ON THAT NOTICE.** After the seven-day cancellation period, Customer must contact DES to terminate this Agreement. There is no fee for early termination during any renewal term. Customer may terminate this Agreement without penalty if Customer moves outside of DES's service area or into an area where DES charges a different price for electricity.

7. DES Termination of the Agreement – DES may terminate this Agreement by giving Customer written notice of at least 14 calendar days if the Customer fails to make any payments under this Agreement or fails to meet any agreed-upon payment arrangements. DES may also terminate this Agreement by giving Customer written notice if any Force Majeure Event (See Section 13 of this Agreement), as defined below, physically prevents or legally prohibits DES from performing under the terms of this Agreement. Upon termination of this Agreement, Customer will return to Customer's electric utility for electricity unless Customer has selected another Competitive Retail Electric Service (CRES) provider. The effective date of any termination by Customer or DES will be the next available meter read date after expiration of any required notice period and processing by the electric utility and DES of the return of the Customer to the electric utility. Upon termination by any party for any reason, Customer will remain responsible for all charges for electricity through the date of termination.

8. Environmental Disclosure – This Agreement incorporates the information provided to Customer or made available to Customer at DES's website (DynegyOhio.com) regarding the approximate generation resource mix and environmental characteristics of electricity supply.

9. Assignment – DES may assign, subcontract or delegate all or any part of DES's rights and/or obligations under this Agreement without consent from Customer. Customer shall not assign its rights and/or obligations under this Agreement without the prior written consent of DES.

10. Customer Information – Customer authorizes DES to obtain any information from Customer's electric utility necessary for DES to perform this Agreement, including Customer's account name, account number, billing address, service address, telephone number, standard offer service type, meter readings, when charges hereunder are included on the electric utility's bill, and Customer's billing and payment information from Customer's electric utility. DES is prohibited from disclosing Customer's social security number and/or account number(s) without Customer's consent except for DES's 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.

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11. Dispute Resolution – If Customer has a billing or other dispute involving this Agreement, Customer may contact DES at the telephone number, e-mail address or mailing address listed below. 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). 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 eight a.m. to five p.m. weekdays, or at <http://www.pickocc.org>.

12. Limitation of Liability – Customer agrees that neither DES nor any of its employees, affiliates, agents, or subcontractors (collectively, DES Parties) will be liable for any damages or claims for matters within the control of Customer's electric utility or the regional transmission organization controlled electricity grid. The DES Parties will not be responsible for any failure to commence or terminate power and energy service on the date specified herein due to any failure or delay in enrolling Customer with Customer's electric utility. The DES Parties' liability will be limited to direct actual damages only. In no event will the DES Parties be liable for any punitive, incidental, consequential, exemplary, indirect, attorney's fees, third-party claims or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from any breach or nonperformance of this Agreement.

13. Force Majeure – If a Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement (the "Claiming Party") and gives notice and details of to the other Party as soon as practicable, then the Claiming Party shall be excused from the performance of its obligations under this Agreement (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). The Claiming Party shall remedy the Force Majeure with all reasonable dispatch. During the period excused by Force Majeure, the non-Claiming Party shall not be required to perform its obligations under this Agreement. "Force Majeure" shall mean an event or circumstance which prevents the Claiming Party from performing its obligations or causes delay in the Claiming Party's performance under this Agreement, which event or circumstance was not anticipated as of the date this Agreement was agreed to, which is not within the reasonable control of, or the result of the negligence of, the Claiming Party, and which, by the exercise of due diligence or use of good utility practice, as defined in the applicable transmission tariff, the Claiming Party is unable to overcome or avoid or cause to be avoided, such as, but not limited to, acts of God; fire; flood; earthquake; war; riots; strikes, walkouts, lockouts and other labor disputes that affect Customer or DES. Force Majeure shall not be based on 1) Customer's inability to economically use the electricity purchased hereunder; or 2) Supplier's ability to sell the electricity at a price greater than the price under this Agreement.

14. REGULATORY OUT – Changes to laws, regulations, rules, decisions, entries, findings, or orders governing the generation, transmission, or sale of electricity may be made by different entities, including state agencies and regulatory bodies such as the Public Utilities Commission of Ohio (PUCO), federal agencies and regulatory bodies such as the Federal Energy Regulatory Commission (FERC), and Regional Transmission Organizations (RTO) that operate multi-state regional electric transmission systems such as PJM Interconnection LLC (PJM), the RTO that operates the regional electric transmission system in a multi-state region that includes Ohio. Such changes may include, without limitation, new, revised, altered, amended, or reinterpreted laws, regulations, rules, decisions, entries, findings, or orders relating to (i) the generation of electricity, (ii) the availability and reliability of electricity supply resources (including, without limitation, capacity), (iii) the reliability of the electricity grid, (iv) the transmission or delivery of electricity, and (v) the sale or marketing of wholesale and retail electricity (collectively, Regulatory Events). DES has no control over Regulatory Events. If any Regulatory Event makes this Agreement uneconomic or unprofitable for DES, Customer agrees that DES may propose new contract terms to Customer, including, without limitation, an increased price for the electricity delivered by DES under this Agreement. If DES proposes new contract terms in accordance with this clause, DES will provide written notice to the Customer that identifies (1) the Regulatory Event(s) at issue, (2) the new contract terms proposed by DES, and (3) when the new contract terms will take effect following Customer's acceptance. Customer will have thirty (30) days from the date of the written notice to affirmatively accept or reject the new contract terms. If Customer does not affirmatively accept the new contract terms within thirty (30) days of the written notice, DES may in its sole discretion elect to terminate this Agreement without penalty on the next available meter read date after the expiration of the thirty-day notice period and processing by the electric utility and DES, after which Customer will return to Customer's electric utility or another CRES provider of Customer's choosing for electricity; alternatively, DES may, in its sole discretion, elect to continue supplying electricity to Customer under the original terms of this Agreement.

Contact Information

In the event of an emergency involving Customer's electric service (for example, an outage or downed power lines) Customer should call the emergency line for Customer's electric utility. In all other situations, Customer may contact DES toll free at 888-682-2170. Customer Care Representatives are available Monday – Friday, 8:00 am - 7:00 pm ET. During all other hours please leave a message for a return call. Customer may also contact DES by email at DynegyCustomerService@dynegy.com, or by US Mail at DYNEGY, LLC, Attn: Customer Care, PO Box 650764 Dallas, TX 75265-0764. Customer may also visit Dynegy's website at <https://www.dynegy.com/electric-supplier>.

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Summary: Application EL-GAG Renewal electronically filed by Mr. Ross Calliott on behalf of City of Franklin