



DIS Case Number: 12-0671-EL-GAG

Section A: Application Information

A-1. Applicant's legal name, address, telephone number, and web site address

the applicant's legal name, address, telephone number, and web address.

Legal Name: City of Cincinnati Country: United States
Phone: 513-352- Extension (if applicable): Street: 801 Plum Street City Hall, Room 130
6911
Website (if any): www.cincinnati-oh.gov City: Cincinnati Province/State: OH
Postal Code: 45202

A-2. Contact person for regulatory matters

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8469 Blue Ash Road Suite 1
Cincinnati, OH 45236-1992
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3047698921

A-3. Contact person for Commission Staff use in investigating customer complaints

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8469 Blue Ash Road Suite 1
Cincinnati, OH 45236-1992
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bcoffey@energyalliances.com
3047698921

A-4. Applicant's address and toll-free number for customer service complaints

Phone: 800-735-0359 Extension (if applicable): Country: United States
Fax: 513-794-7777 Extension (if applicable): Street: 8469 Blue Ash Rd., Suite 1



Email: bcoffey@energyalliances.com

City: Cincinnati

Province/State: OH

Postal Code: 45236

B-1. Authorizing ordinance

Provide a copy of the adopted ordinance or resolution that reflects voter authorization to form a governmental aggregation program pursuant to Sections 4929.26 and 4929.27 of the Ohio Revised Code.

File(s) attached.

B-2. Operation and governance plans

Provide a copy of the applicant's plan for operation and governance of its aggregation program adopted pursuant to Sections 4929.26(C) or 4929.27(B) of the Revised Code. The Operation and Governance Plan should include all information pursuant to Rule 4901:1-28-03 of the Ohio Administrative Code.

Files(s) attached.

B-3. Opt-out disclosure notice

If the aggregation program provides for automatic aggregation in accordance with Section 4929.26(A) of the Revised Code, provide a copy of the disclosure notification required by Section 4929.26(D) of the Revised Code.

File(s) uploaded

B-4. Experience and Plans

Provide a description of the applicant's experience in providing the service(s) for which it is applying (e.g. number and type of customers served, utility service areas, amount of load, etc.). Also provide the plan for contracting with customers, providing contracted services, providing billing statements, and responding to customer inquiries and complaints in accordance with Commission rules adopted pursuant to Section 4928.10 of the Revised Code.

File(s) attached

Application Attachments

CITY OF CINCINNATI, OHIO
Electric Aggregation Program

EXHIBIT B-2 "OPERATION AND GOVERNANCE PLAN"

City of Cincinnati

**ELECTRIC PLAN OF OPERATION &
GOVERNANCE**

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Purpose of the Plan of Operation and Governance

This Plan of Operation and Governance (the “Plan”) has been prepared by the City of Cincinnati (the “City”) in compliance with Ohio law regarding government aggregation of electric consumers (the “Aggregation Program”). The Plan contains information on the structure, governance, operations, management, funding, and policies of the Aggregation Program to be utilized for participating eligible consumers.

The City’s purpose in preparing this Plan is to describe its approach to the Aggregation Program undertaken on behalf of the eligible consumers within its corporate boundaries. The City seeks to represent consumer interests in competitive markets for electricity. The City seeks to aggregate consumers to negotiate the best available rates for the supply of electricity and to advance consumer protection for all eligible residents, schools, churches, businesses and industries, and governmental entities. The City oversees managerial, technical, and financial resources to acquire service and financial guarantees sufficient to protect consumers and the electric distribution utility.

Combining consumer interests within the City increases leverage, resources, and buying power of participating consumers. Under the opt-out Aggregation Program, participation is voluntary for each individual consumer. Any individual consumer will have the opportunity to decline service provided through the Aggregation Program, and choose any electric supplier they wish at the outset of the program and, at a minimum, every three years thereafter.

The Plan was adopted after public hearings were held in accordance with Ohio Revised Code Section (“R.C.”) 4928.20(C).

1. Overview

1.1. Ohio Law

1.1.1. Senate Bill 3

Ohio law enacted in 1999 allows for competitive purchase of retail electric supply. Section 4928.20 of the Ohio Revised Code (“R.C.”) allows municipalities, townships, and/or counties to develop governmental aggregation programs allowing consumers in those communities to join together and utilize their combined purchasing power to competitively acquire firm all-requirements retail electric supply. Communities undertaking development of this option are known as “government aggregators.”

The law contains several requirements for government aggregators. One general requirement is to develop a plan of operation and governance for the aggregation program. The plan of operation and governance is subject to review by citizens in communities undertaking government aggregation, and is also subject to approval and certification by the Public Utilities Commission of Ohio (“PUCO”). The Plan describes the Aggregation Program to be utilized for participating consumers within the City’s municipal boundaries.

1.1.2. Senate Bill 221

In 2008, Ohio enacted Senate Bill 221, which updated and overhauled Ohio's public utility laws, and provided special protections to governmental aggregators through the following provisions:

- R.C. 4928.20(I) — incentivizes customer participation in government aggregation by allowing a participating customer to avoid a surcharge proposed to recover deferred generation costs in certain circumstances;
- R.C. 4928.20(J) — allows municipal aggregators to avoid standby charges by electing not to take standby, provider of last resort service from the utility in exchange for agreeing that customers who choose to return to the utility's standard service offer ("SSO") would do so at the market price of power;
- R.C. 4928.20(K) — requires the PUCO to insulate governmental aggregations from non-bypassable generation charges and adopt rules that "encourage and promote" large-scale governmental aggregation; and
- R.C. 4928.20(D) — extends the opt-out period to three years, meaning each customer of a governmental aggregator must have the right to opt-out of the aggregation at least once every three years without a penalty.

1.2. Description of the Aggregation Program

The Aggregation Program involves the acquisition of competitive retail power supply. Distribution services (metering, billing, maintenance of the transmission and distribution system) will continue as the function of the local distribution company. The local distribution company shall also be the "provider of last resort" for consumers not participating in the Aggregation Program who have no other competitive supplier. The City's Aggregation Program has been undertaken as an "opt-out" program that requires authorization of its constituents in a public process. All eligible consumers will be included in the Aggregation Program unless they choose to "opt-out" as described in section 2.4 of this Plan.

The Aggregation Program has been undertaken through the authorization of City Council and through the public process as required by law and as outlined below in section 1.3. The operations of the Aggregation Program are described in section 2 of the Plan, and the governance of the program is described in section 3 of the Plan.

1.3. Steps Required by the Law

The process of establishing government aggregation involves a multi-step public process undertaken by the City:

1.3.1. City Council passes ordinance authorizing aggregation program for consumers;

1.3.2. The ordinance must authorize the local board of elections to submit the question of whether to aggregate to the electors at a special election on the day of the next primary or general

election, and be submitted to the local Board of Elections not less than 90 days before the day of the special election;

1.3.3. The ordinance authorizing opt-out aggregation is placed before voters at a special election, or in a referendum petition; approval of a majority of electors voting on the ordinance is required; or if by petition, signatures of not less than ten percent of the total number of electors in the respective community who voted for the office of Governor in the preceding general election;

1.3.4. Develop a plan of operation and governance and submit the plan of operation and governance to the PUCO for certification;

1.3.5. Publish notice of public hearing on the initial plan of operation and governance once a week for two consecutive weeks before the first public hearing on initial plan of operation and governance (providing summary of initial plan of operation and governance and the date, time, and location of each hearing);

1.3.6. Hold two public hearings on the initial plan of operation and governance;

1.3.7. Adopt initial plan of operation and governance;

1.3.8. Notify eligible consumers of automatic enrollment and opt-out period prior to service under the Aggregation Program (notification is to state the rates, charges, and other terms and conditions of enrollment);

1.3.9. Any enrolled consumer participating in the Aggregation Program will have the opportunity to opt-out of the Program every three years, without paying a switching fee; and

1.3.10. Notify eligible customers as part of the opt-out notice of the terms and calculation of any applicable deferral-recovery surcharge and the process for electing not to receive standby service.

1.4. Practical Steps and Requirements of the Competitive Market

Practical steps and requirements of acquiring power supply in the competitive market include the following activities to be undertaken by the City, and the contracted Aggregation Program retail electric suppliers (the "Suppliers"):

1.4.1. City development and release of Request for Proposals;

1.4.2. Proposals submitted by Suppliers and negotiations undertaken with Suppliers by the City and its legal and technical advisors;

1.4.3. The City's selection of Supplier(s) and execution of Supply Contract(s);

1.4.4. Acquisition of electronic list of eligible customers from the distribution utility;

1.4.5. Notification of opt-out process undertaken by the City and selected Supplier(s) via U.S. mail and utilizing electronic customer list addresses;

1.4.6. Electronic customer list revised by the City's Supplier(s) who removes responding opt-out customers from the list;

1.4.7. Revised electronic customer list transmitted back to the distribution utility for customer transfer;

1.4.8. The distribution utility completes administrative transfer of participating customers (via revised electronic list) to the City's Supplier(s);

1.4.9. Firm all-requirements retail electric supply service initiated to participating consumers based on terms and conditions of Supply Contract(s);

1.4.10. The City and its legal and technical advisors monitor contract for compliance;

1.4.11. The City acts to protect interests of participating consumers.

2. Description of Aggregation Program Goals and Operation

2.1. Aggregation Program Goals

The City's goals for the Aggregation Program are stated below. These goals guide the decisions of the City Council and the City Manager and relevant City Staff:

- To provide an option for aggregation of all eligible consumers on a non-discriminatory basis;
- To allow those eligible consumers who choose not to participate to opt-out;
- To acquire the best market rate available for electricity supply;
- To provide consumer education and enhance consumer protection and options for service under contract provisions;
- To provide managerial, technical, and financial resources to acquire service and financial guarantees sufficient to protect consumers and the electric distribution utility;
- To encourage environmental protection through contract provisions;
- To utilize and encourage renewable energy development if and to the extent practicable through contract provisions and voluntary programs;
- To utilize and encourage demand-side management and other forms of energy efficiency through contract provisions and organizational policies;
- To advance specific community goals that may be selected from time to time;
- To provide full public accountability to consumers; and

- To utilize municipal authority to achieve these goals.

2.2. Aggregation Program Operations

The Aggregation Program is designed to reduce the amount participating consumers pay for electric energy, and to gain other favorable economic and non-economic terms in service contracts, including financial guarantees to protect consumers and the distribution utility. The City shall seek energy prices for each class of customers lower than the comparable price available from the local distribution company. Large, commercial and industrial customers, due to the varying characteristics of their electric consumption, may receive individual prices from the selected Supplier(s).

The City does not buy and resell power, but represents consumer interests as a master purchasing agent to set the terms for electricity supply and service from a competitive Supplier(s). Through a request for proposals and negotiation process, the City develops a contract with a competitive Supplier for firm, all-requirements retail electric supply service. The contract is expected to be for a fixed term. The City may contract with one or more Suppliers to meet the needs of participating consumers.

2.3. Aggregation Program Funding

Funding for the City's operation of the Aggregation Program is anticipated to be provided by the selected Supplier(s) through an appropriate administrative fee.

2.4. Consumer Participation

An "eligible customer" constitutes a customer eligible under utility or PUCO rules and which the City and its Supplier(s) have elected to serve. Customers that shall not be included in a governmental aggregation program pursuant to utility or PUCO rules include the following:

- A customer located in the certified territory of a non-profit electric supplier;
- A customer served by transmission or distribution facilities of a municipal electric utility;
- A customer that affirmatively chooses to be included on the PUCO's "do not aggregate" list;
- A "mercantile customer" (defined as a commercial or industrial customer that consumes more than seven hundred thousand kilowatt hours per year or is part of a national account involving multiple facilities in one or more states) that fails to affirmatively elect to participate in an aggregation program;
- A customer already in contract with another competitive retail electric service supplier;
- A customer that has opted out of the governmental aggregation program;

- A customer enrolled in the percentage of income payment plan (“PIPP”);
- A customer that has a special arrangement with the distribution utility; and
- A customer not located within the boundaries of the governmental aggregator’s municipal boundaries.

Eligible consumers shall be notified of the Aggregation Program and terms and conditions of participation prior to initiation of services and be provided an opportunity to “opt-out” at no cost during a 21-day period specified in the terms and conditions of the Supply Contract(s). (See section 2.5 below for details of the notification and opt-out process.) During this 21 day period consumers may choose another competing Supplier, or to receive from their local distribution company. Participating consumers will be given the opportunity every three years after the initiation of service to opt-out. Participating consumers who choose to opt-out of the Aggregation Program after the initial 21 day period, but prior to the next three-year opt-out opportunity, may face an exit charge which will be described in the opt-out notification.

Consumers who move to a location within the City of Cincinnati, and are considered by the distribution utility to be new electric customers, may participate in the Aggregation Program at the existing price and terms offered for that customer class, or other terms specified under the Supply Contract. Such new electric consumer can also choose to opt-out of the Aggregation Program at no charge during the initial 21 day period after the relocation and at subsequent opt-out periods of every three years.

2.5. Notification of Consumers

Prior to initiation of service, all eligible consumers shall be notified of the opt-out terms. The process of notification shall be as follows:

- (A) separate mailings;
- (B) newspaper notices;
- (C) public service announcements; and
- (D) posting of prominent notice in various City office buildings.

Prior to enrollment, the notification shall be mailed in a timely manner for receipt by consumers prior to their start-of-service day. The opt-out period shall be 21 days from the notice’s postmarked date (or, if none, the mailing date). The notification shall include:

- (A) A summary of all actions taken by the City to authorize the aggregation;
- (B) A description of the services offered by the Aggregation Program;
- (C) Disclosure of the price to be charged (which may be a fixed price stated in cents per kilowatt-hour);

(D) A statement informing customers of their the right to opt-out under the Aggregation Program every three years, without interruption of their current service, or payment of a penalty or switching fee;

(E) A statement indicating that any customer returning to the distribution utility after commencement of the Aggregation Program may pay the market price for power;

(F) A statement informing customers that returning to the distribution utility may not result in that customer being served under the same rates, terms, and conditions as other customers served by the distribution utility;

(G) An itemized list and explanation of all fees and charges not incorporated in the base Aggregation Program rates but that will be charged for participation in the Aggregation Program (e.g. early termination penalties and surcharges);

(H) Disclosure of the dates covered by the Aggregation Program, including the estimated start date;

(I) Disclosure of any credit and/or deposit requirements;

(J) Disclosure of any limitations or conditions on customer acceptance into the Aggregation Program;

(K) If applicable, inform consumers whether the City elected in the best interest of the Aggregation Program not to receive standby service from the electric utility under an approved electric security plan, and inform consumers that non-standard service offer rates and conditions may apply if the consumer returns to the electric utility after the opt-out period;

(L) A description of the opt-out process and statement that the opt-out period will last for 21 days from the date of the postmark on the written notice; and

(M) A customer-friendly opt-out form (e.g. a postcard) to return to the City indicating whether the customer has opted out of the Aggregation Program. Customers who do not return the opt-out form shall be automatically included in the Aggregation Program.

2.6. Activation of Customer Service

The process of activation is an administrative function with four parts: 1) Data preparation: On an electronic list consistent with Electronic Data Interface protocols, the distribution utility will identify all eligible customers in the City (including names, addresses, account numbers, rate codes, percentage of income payment plan codes, and other relevant customer information); 2) Data verification: To the extent needed, if not inherent in data preparation, the distribution utility shall check customer meter numbers and other codes to verify proper eligible customer identification; 3) List Adjustment: Following the opt-out process, the selected Supplier(s) shall remove all customers who choose to opt-out from the electronic customer list; 4) Automatic Enrollment: The revised electronic customer list shall be transmitted back to the distribution utility for customer transfer to the selected Supplier(s).

Eligible customers on all billing cycles will be enrolled with the selected Supplier(s) consistent with the beginning of a new billing cycle. Service under the selected Supplier(s) shall begin at the start of the billing period following transfer. Service starts that do not match the billing cycle may be requested by a consumer, but may incur additional charges from the local distribution company.

2.7. New Individual Customers

Eligible customers who relocate to a location within the City shall be included in the Aggregation Program, subject to their opportunity to opt-out. New customers shall be informed of this opt-out opportunity by the distribution utility when they sign-up for new service. The distribution utility shall notify the selected Supplier(s) of the new request for service, and the selected Supplier(s) shall provide standard opt-out notification materials to the new customer. The new customer may participate in the Aggregation Program at the existing price and terms offered for that customer class. Any such new or otherwise eligible electric customer can also choose to opt-out of the Aggregation Program at no charge during any other required opt-out period.

2.8. Customer Switching Fee

Supplier(s) may pass through switching fees (if any) to the Aggregation Program.

2.9. Election of Standby Service

If standby service is approved by the PUCO, Ohio law allows the City to decide whether receiving and paying for standby service is in the best interest of the participating Aggregation Program customers. If the City elects not to receive and pay for standby service from the distribution utility, the City will inform customers of its decision through an opt-out notice. The opt-out notice also must inform customers that when they return to the distribution utility, they will be charged the market price of power plus any amount attributable to the distribution utility's compliance with the State of Ohio's alternative energy portfolio standards. The market price and alternative energy amount will continue to be charged until the end of the approved electric security plan, or as otherwise approved by the PUCO.

2.10. Phase-In Generation Deferral Surcharge

If the PUCO authorizes a phase-in of electric generation rates under R.C. 4928.144 and a corresponding deferral of incurred costs, Ohio law allows the distribution utility to recover a portion of this amount from the Aggregation Program customers through a surcharge. The amount of the surcharge will be proportionate to the benefits Aggregation Program customers receive, and will be charged to each Aggregation Program customer while they remain a participant. For customers leaving the Aggregation Program, the otherwise applicable surcharge will apply. The City will inform consumers through the opt-out notification process of the potential terms and calculation of any deferral surcharge approved by the PUCO.

2.11. Individual Customer Termination of Participation

In addition to the opportunity to opt-out of the Aggregation Program prior to start up of service, an individual consumer will be given an opportunity to opt-out at no charge every three

years after start up of service. Consumers who move from the City will have no penalties or exit fees. However, an individual consumer who chooses to opt-out after the 21-day opt-out period and before the three year opportunity to opt-out may be required to pay an exit fee.

2.12. Service Termination by Supplier

Consistent with the requirements of Ohio law and the regulations of the PUCO, termination of service may take place for non-payment of bills. Customers whose power supply is terminated by a selected Supplier will receive electric supply from their local distribution company, unless the local distribution company has also met state requirements to terminate service. Customers may be considered for re-enrollment in the Aggregation Program once they have met the requirements of law and are current on bill payment.

2.13. Termination of the Aggregation Program

The Aggregation Program may be terminated for participating consumers in two ways:

- (1) Upon the termination or expiration of the power supply contract for the Aggregation Program without any extension, renewal, or subsequent supply contract being negotiated; or
- (2) At the decision of the City to cancel the Aggregation Program.

In any event of termination, each individual customer receiving power supply services under the Aggregation Program will receive notification of termination of the program ninety (90) days prior to such termination. Customers who are terminated from the Aggregation Program shall receive power supply from the local distribution company unless they choose an alternative supplier.

The City shall utilize appropriate processes for entering, modifying, enforcing, and terminating agreements pertinent to the Aggregation Program consistent with the requirements of local ordinances or resolutions, state and federal law. Other agreements shall be entered, modified, or terminated in compliance with the law and according to the express provisions of any negotiated agreements.

2.14. Re-Enrollment After the Opt-Out Period

Residential and small business accounts located within the City's boundaries that were initially eligible to join the Aggregation Program but chose to opt-out of the Aggregation Program, or otherwise weren't included in the Aggregation Program, may join the Aggregation Program after the expiration of the initial opt-out period by contacting the Supplier. This can be accomplished as an opt-in enrollment, however Customers shall be charged no fee for opting-in. The rate for those joining the Aggregation Program after the initial opt-out period may be different from the rate negotiated for the Aggregation Program by the City. The rate, terms, and conditions, once re-enrolled, shall continue for the remainder of the initial term.

If the Supplier is able to offer to newly eligible customers the same price that is provided to the current Aggregation Program participants, the Supplier may refresh the Aggregation

Program by providing those who move into the City the opportunity to be included automatically, rather than waiting until the next pricing term of the Supply Contract. The process for refreshing the Aggregation Program with new enrollments would follow the process noted above for determining eligibility, providing opt-out notices, and pooling the accounts. (Current Aggregation Program participants and those who previously declined participation would not receive the opt-out notices intended only for newly eligible customers.)

3. Customer Care

3.1. Universal Access

“Universal access” is a term derived from the traditional regulated utility environment in which all customers desiring service receive that service. For the purposes of the Aggregation Program, this will mean that all eligible customers within the borders of the City, and all new customers in the City, shall be eligible for service from the contracted supplier under the terms and conditions of the Supply Contract.

3.2. Rates

Under PUCO orders, the local distribution company assigns the customer classification and corresponding character of service and associated regulated rates. These rates include a monthly customer charge, a distribution charge, a transmission charge, and an access charge. Although the City may participate in regulatory proceedings and represent the interests of consumers regarding these regulated rates, it will not assign or alter existing customer classifications without the approval of the PUCO.

The focus of the Aggregation Program, as noted above, will be acquisition of competitive prices and terms for power supply. The prices will be set through a competitive request for proposals and contract and negotiation process, and will be indicated on the consumer bill as the “generation charge.” Ohio law requires that a government aggregator separately price competitive retail electric services and that the prices be itemized on the bill of a customer or otherwise disclosed to the customer. The generation charge for each customer class, or any customer grouping by load factor or other appropriate pricing category, is expected to be lower than the utility’s standard offer generation charge. All Supplier charges to the customer will be fully and prominently disclosed under the notification process.

3.3. Costs To Consumers

Consumer bills will reflect all charges for the administrative costs of the Aggregation Program. As noted in section 2.3, the program is expected to be funded by a mills per kilowatt hour charge. This charge will cover program costs, including any necessary technical or legal assistance for the program.

Additional charges may be levied by the selected Supplier(s), the local distribution company, or PUCO-approved local distribution tariffs.

3.4. Consumer Protections

Regarding all issues of consumer protection (including provisions relating to slamming and blocking), the City will ensure that the selected Supplier(s) comply with all statutes, rules and regulations currently in place and as may be amended from time to time. The City will provide on-going consumer education through public service announcements, posting of information, media press releases, advertising, and direct mailing depending upon the subject and appropriate venue.

3.5. Contract Disclosure

The City will ensure that consumers are provided with adequate, accurate and understandable pricing and terms and conditions of service.

3.6. Billing and Service Assistance

The selected Supplier(s) may utilize the billing services of the local distribution company, where available, to render timely billings to each participating consumer. Separate bills from the selected Supplier(s) and the local distribution company may also be requested.

All bills at a minimum shall include the following information: (1) price and total billing units for the billing period and historical annual usage; (2) to the maximum extent practicable, separate listing of each service component to enable a consumer to recalculate its bill for accuracy, (3) highlighted and clear explanations, for two consecutive billing periods, of any changes in the rates, terms, and conditions of service; (4) identification of the supplier of each service; (5) statement of where and how payment may be made; and (6) a toll-free or local customer assistance and complaint number for the Supplier, as well as a consumer assistance telephone numbers for state agencies, such as the PUCO, the Office of the Consumers' Counsel, and the Attorney General's Office, with the available hours noted.

Credit, deposit, and collection processes concerning billing will remain the sole responsibility of the selected Supplier(s) and the local distribution company as provided by state law. Under no circumstances shall the City have any responsibility for payment of any bills.

Unless otherwise specified in the Supply Contract, all billing shall be based on the meter readings generated by meters of the distribution company at the consumer facilities. Consumer bills shall be rendered monthly. Customers are required to remit and comply with the payment terms of the distribution utility and/or the Supplier. Billing may take place through the distribution company, at the Supplier's option, in the event that necessary billing data is not received from the distribution company in time to prepare monthly bills, the Supplier reserves the right to issue a bill based on an estimate of the participating consumer's usage for that billing period. Any over-charge or under-charge will be accounted for in the next billing period for which actual meter data is available.

3.7. Standard Terms and Conditions Pertaining to Individual Account Service

The following consumer protection provisions are anticipated to be contained in a Supply Contract.

(A) **Title:** Title to and risk of loss with respect to the electric energy will transfer from Supplier to participating consumers at the Point-of-Sale which is the customer side of the meter.

(B) **Initiation of Supply Service:** Energy deliveries pursuant to the Supply Contract will begin on the first meter reading date following the scheduled initiation of service date for each rate class or customer group, or individual customer as described in the Supply Contract, or as soon as necessary arrangements can be made with the distribution company thereafter and will end on the last meter reading date prior to the expiration date. The Supplier has the right to request a “special” meter reading by the distribution company to initiate energy delivery and agrees to accept all costs (if any) for such meter reading. The participating customer also has such a right, and similarly would bear the costs (if any) of such special meter reading.

(C) **Standard Limitation of Liability:** Recognizing that electricity provided under the Supply Contract shall be ultimately delivered by the distribution company, to the extent permitted by law, the Supplier shall not be liable for any damage to a participating consumer’s equipment or facilities, or any economic losses, resulting directly or indirectly from any service interruption, power outage, voltage or amperage fluctuations, discontinuance of service, reversal of service, irregular service or similar problems beyond the Supplier’s reasonable control. To the extent permitted by law, except as expressly stated in the Supply Contract, the Supplier will make no representation or warranty, express or implied (including warranty of merchantability or of fitness for a particular purpose), with respect to the provision of services and electric energy.

(D) **Service Reliability and Related Supplier Obligations:** Given the increasing interest in and need for high levels of reliability, the Supply Contract will help assure that participating consumers receive power supply with reliability equal to that of native load customers of the distribution company. The Supplier is providing generation and transmission services, and participating consumers must rely upon the distribution company for regional transmission and local transmission and distribution services for ultimate delivery of electricity where reliability problems commonly occur. However, within the scope of electric energy supplier obligations, the Supplier shall take or adopt all reasonable steps or measures to avoid any unnecessary outages, service interruptions, capacity shortages, curtailments of power supply, voltage reductions, and any other interference or disruption of electric supply to the Point-of-Delivery, and shall give the highest priority of supply to the electricity made available under the Supply Contract consistent with the requirements of law and equivalent to network service available to native load customers.

In addition to language to be included in the Supply Contract the City will help to assure reliability through participation in proceedings related to the distribution utility or its operating companies’ regulated transmission and distribution services and through direct discussions with the distribution utility and its operating companies concerning specific or general problems related to quality and reliability of transmission and distribution service.

(E) **Marketing and Solicitation Limitations:** Participating consumers will be protected from unwanted marketing solicitations by: (a) a prohibition that the selected Supplier(s) may not sell or exchange the consumer’s name/address/or other identifying information to third parties without the City’s prior written consent; (b) an opportunity for each participating consumer to check off a box rejecting additional mail solicitations from the Supplier (if the solicitation is via

U.S. mail or other printed means) or an opportunity to request removal from a telephone solicitation list.

3.8. Protection of Consumers and Risk Associated with Competitive Market

In a competitive market it is possible that the failure of a power supplier to deliver service may result in the need for consumers to acquire alternative power supply, or for consumers to receive power at default service prices, if the SSO is no longer available. The City will seek to minimize this risk by recommending only reputable Suppliers which demonstrate financial strength and the highest probability of reliable service. The City also intends to include provisions in its contract with selected Supplier(s) that will protect consumers against risks or problems with power supply service.

3.9. Resolution of Consumer Complaints

It is important that consumer complaints be directed to the proper party. The selected Supplier(s) shall ensure that each participating consumer receives a printed copy of a toll-free number to call regarding service problems or billing questions. The Supplier shall refer reliability, line repair, or service interruption, and billing issues to the local distribution company. The Supplier shall handle all complaints in accordance with applicable laws and regulations. Problems regarding the selected Supplier(s) can be directed to the City or the PUCO. Customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or for TTY at 1-800-686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.PUCO.ohio.gov. The City's website is www.Cincinnati-Oh.gov. As noted below, the City will continue to monitor the selected Supplier(s) for compliance with consumer protection provisions in the Supply Contract and timely resolution of consumer problems.

3.10. Periodic Reports on Consumer Complaints

The City shall act to monitor and enforce consumer protection provisions included in the Supply Contract. At the request of the City, true selected Supplier(s) shall provide a periodic summary of the number and types of customer service issues and complaints that arose to date, and the status of resolution of those issues and complaints. If such reports indicate problems in the selected Supplier's service, the City will pursue timely remedial action, or consider the Supplier in breach of Supply Contract terms.

3.11. Modifications to the City's Plan

All material modifications to the City's Plan shall be approved by majority vote of the City Council.

4. Rights and Responsibilities of Program Participants

4.1. Rights

All Aggregation Program participants shall enjoy the protections of consumer law as they currently exist or as they may be amended from time to time. Under protocols developed by the

PUCO, problems related to billing or service shall be directed to the appropriate parties: the distribution utility or the selected Supplier(s).

4.2. Responsibilities

All Aggregation Program participants shall meet all standards and responsibilities required by the PUCO, including timely payment of billings and access to essential metering and other equipment to carry out utility operations.

4.3. Taxes

The selected Supplier(s) shall include on the participating consumer's bill and remit to the appropriate authority all sales, gross receipts, or excise or similar taxes imposed with respect to the consumption of electricity. Participating consumers shall be responsible for all taxes (except for taxes on the Supplier's income). Participating consumers shall be responsible for identifying and requesting any applicable exemption from the collection of any tax by providing appropriate documentation to the Supplier.

5. Organizational Structure and Governance of the Aggregation Program

5.1. Description of Organization and Management of Aggregation Program

The City will establish the Aggregation Program in accordance with law and to provide managerial, technical, and financial resources to acquire service and financial guarantees sufficient to protect consumers and the electric distribution utility. The City has developed a firmly based organization and employed legal and technical assistance from experienced and highly reputable firms.

The City's legal counsel, Bricker & Eckler LLP, handles the legal needs of energy producers, energy consumers in both the public and private sector, as well as new energy marketers, providing legal services ranging from representation in regulatory proceedings, to negotiating new contractual relationships, to handling the acquisition, disposition and financing of energy businesses and facilities. Bricker & Eckler LLP has advised numerous Ohio political subdivisions in connection with the deregulation of energy markets in Ohio, and developed particular expertise in issues facing governmental aggregators.

The City Manager will oversee the implementation and operation of the Aggregation Program consistent with the provisions of R.C. 4928.20.

5.2. Description of Program Organizational Structure

5.2.1. Participating Consumers

Consumers can influence the City and its functions. They can elect candidates to the City Council whose members may take positions regarding the government aggregation program. They can express their views to their respective council representatives. They can participate in local and state meetings and hearings regarding issues related to the City's Aggregation Program. Participating consumers will benefit from the market leverage of the group, and the professional

representation and consumer protections provided under the negotiated service contracts. Individual consumers may opt-out of participation and may also bring issues before their local legislative body.

5.2.2. Service Supplier(s)

Service Supplier(s) contract with the City to provide firm all-requirements retail electric supply to participating consumers, or other specified services. Contractors report to the City and carry out services in adherence to contract provisions.

CITY OF CINCINNATI, OHIO

Electric Aggregation Program

EXHIBIT B—4 “EXPERIENCE AND PLANS”

EXHIBIT B-4 "EXPERIENCE AND PLANS"

Due to the complexity of Governmental Aggregation, the Governmental Aggregator applicant has entered into a program agreement with Energy Alliances, Inc. to assist them in implementing and maintaining their Electric and Natural Gas Governmental Aggregation Programs.

Founded in 1985, Energy Alliances, Inc. is an independent energy broker and consulting company that provides comprehensive energy procurement for commercial, governmental, small business and residential customers throughout the mid-West.

As a PUCO certified Retail Natural Gas Broker/Aggregator (Certificate Number 14-350G(4)) and a Competitive Retail Electric Service Provider (Certificate Number 14-805E(4)) Energy Alliances has over 15 years of experience in leading communities through the entire governmental aggregation process. They currently manage more than sixty (60) electric and gas governmental aggregation and/or endorsement programs in the State of Ohio.

A detailed summary of the contract includes, but is not limited to providing the following services:

- Assist with the preparation of resolutions, public notices, and customer communications
- Assist with the preparation of the Plan of Operation and Governance
- Assist with the preparation of the required legal notices and public meetings to review and approve the Plan of Operation and Governance
- Assist with the preparation and submission of the Certification Application for Governmental Aggregators and Re-certification Applications, as well as the annual and/or quarterly reporting requirements
- Evaluate existing energy costs and rates, provide market expertise, and assist the communities with the selection of their electric/gas supply pricing strategy
- Assist with the preparation of all notifications required to be sent to program participants
- Assist the communities with the day-to-day operation of their programs (i.e. problem resolution, PUCO compliance, supplier liaison, etc.)
- Provide other services necessary for the communities to comply with provisions of Sections 4929 and 4928 and Chapter 4901 of the Ohio Revised Code

CITY OF CINCINNATI, OHIO

Electric Aggregation Program

EXHIBIT B-3 "OPT-OUT DISCLOSURE NOTICE"



City of Cincinnati Electric Aggregation Program

<<insert customer name>>
<<insert customer address>>
<<insert customer address>>
<city>, <state> <zip+4>

March 20 - April 10, 2023

Dear Cincinnati Residents and Businesses,

The City of Cincinnati is offering you an opportunity to participate in an Electric Aggregation Program. In 2011, Cincinnati voters authorized the City to form a governmental aggregation program and negotiate favorable electric supply prices for eligible residences and businesses. Through a competitive process, the City selected Dynergy as the program supplier through your May 2024 meter read. Both the City of Cincinnati and Dynergy are certified by the Ohio Public Utilities Commission to provide this service.

As an eligible resident or small business, you will be automatically enrolled in the program unless you choose to opt-out (not participate) by April 10- May 1, 2023.

Program details:

- Program participants will receive 100% green energy at a rate of 4.957¢ per kilowatt through your May 2024 meter reading.
- This 100% green energy program is offered through the purchase by the supplier of renewable energy credits.
- This rate may be lowered at the supplier's discretion during the term of the program depending on the successful completion of a solar power generation facility that is dedicated to supplying participants of the City's government aggregation program.
- You still receive just one electricity bill from Duke Energy.
- No cancellation fee at any time!
- Duke Energy will continue to deliver your electricity and maintain the electric lines and respond to emergencies.

Program Enrollment

After your enrollment is finalized, Duke Energy will send you a letter confirming your enrollment and informing you of your ability to cancel your enrollment with no penalty.

Don't want to participate?

Just complete and return the reply card below or call Dynergy at 855-326-0520 by **April 10- May 1, 2023**. If you choose to opt-out of the program at this time, or if you choose to leave the program at a later date, you will be served by Duke Energy under its standard service offer until you choose an alternative supplier of electric service. If you switch back to your utility, you may not be served under the same rates, terms, and conditions that apply to other customers served by your utility.

For questions, contact Dynergy at DynergyCustomerService@vistracorp.com or call 855-326-0520. Please see the enclosed Terms and Conditions for full program details. For more information see <https://www.dynergy.com/cincinnati>.

Community: City of Cincinnati

☐

I do not wish to take advantage of the favorable rate negotiated through the City of Cincinnati Electric Aggregation Program. By checking this box, I understand that my electricity account will not be included in the program.

This opt-out card must be post marked by **April 10- May 1, 2023** and mailed to Dynergy, PO Box 650764 Dallas, Texas, 75265-0764

Customer Name _____ Account Number _____

Service Address _____

Service Address _____

Signature _____ Date _____



City of Cincinnati Electric Aggregation Frequently Asked Questions

ABOUT THE PROGRAM

What is an Electric Aggregation Program?

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

First, residents must vote to give their city officials the ability to negotiate electric prices for their community. Once a referendum is passed, cities can aggregate and elected officials can work with alternative energy suppliers to negotiate competitive electric prices.

In 2011, Cincinnati voters authorized the City to form an aggregation program.

How can I get more information about the City of Cincinnati Aggregation program?

www.Dynegy.com/Cincinnati

How was Dynegy chosen as the supplier?

The City of Cincinnati implemented a formal process where proposals from multiple suppliers were submitted for consideration. Dynegy was ultimately selected by the City.

ELIGIBILITY AND ENROLLMENT

Who is eligible to participate?

Residential and small business customers located in the City of Cincinnati may participate. Customers enrolled in PIPP (Percentage of Income Plan) are not eligible. If you are served by an alternative retail supplier you will not be included in the initial program; however, you can call to be enrolled.

How do I enroll?

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

Do I have to participate in the program?

All eligible Duke Energy customers within the City of Cincinnati will receive an opt-out notification letter via U.S. mail. You may "opt-out" by returning the Opt-Out card by the deadline date identified in your notification. If you choose to opt-out, your account remains with Duke Energy 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 City of Cincinnati 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 deadline?

You may opt out at any time by notifying us via telephone, email, or mail. There is no cancellation fee.

RATE AND TERM INFORMATION

What are the Rates & Terms for this 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 Duke Energy's rates decrease?

If at any time during the term of this Agreement Duke Energy's rates fall lower than the Dynegy price, you will have the option to return to the utility, Duke Energy, 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 City of Cincinnati Aggregation program, returning to Duke Energy, or signing with a new supplier independent of the City's 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 Duke Energy. The bill will include the charges for electricity supplied by Dynegy, as well as the delivery service charges from Duke Energy.

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

Yes, how you pay your bill will not change.

Can I stay on budget billing?

Yes, your budget billing will not be affected by your participation in this program.

Who is responsible for the delivery of power to my home or business?

Duke Energy will continue to deliver your electricity and will be responsible for maintaining the system that delivers power into your home. As your energy delivery company, they will continue to respond around-the-clock to outages, service calls and emergencies regardless of your electric supplier.

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

You will continue to call Duke Energy at 800-543-5599 for power outages, problems with your service or questions regarding your monthly bill.

Who do I call if I have questions regarding the City of Cincinnati Electricity Aggregation Program?

Call Dynegy toll free at 855-326-0520. Customer Care Representatives are available Monday – Friday, 8:00 am - 8:00 pm EST. During all other hours please email 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 (DESE) 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, Duke Energy–Ohio, 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 4.957¢ per kWh through your May 2024 meter read date (Initial Term). Electricity service under this Agreement will begin with the next available meter read date after DESE 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. Price includes DESE fees, but does not include any applicable taxes, fees or charges related to distribution service from the Customer's electric utility. If DESE wishes to lower the Price due to a change in market conditions, DESE may do so without Customer's consent provided there are no other changes to the terms and conditions of this Agreement. DESE may, in its discretion, lower the Price during the Initial Term depending on the successful completion of a solar power generation facility that is dedicated to supplying participants of the City's government aggregation program.

4. 100% Green Energy Program - The 100% green electricity offered by DESE through this Agreement is provided through the purchase by DESE of Renewable Energy Credits ("RECs") equal to 100% of the net electricity delivered to customers. A REC means the environmental attributes associated with one megawatt-hour of electricity generated by a renewable energy resource.

5. Length of Contract - As a part of your community's program, your service from DESE will commence with your next available meter reading after processing of enrollment by your electric utility, and will continue until the expiration of the Initial Term, ending on your meter read for the last month of service.

6. Billing and Payment – The charges for electricity provided by DESE 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 DESE under this Agreement. Though DESE 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 DESE, 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.

7. Customer Cancellation or Termination of the Agreement – Customer's electric utility will send Customer a notice confirming the switch to DESE 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 DESE 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 DESE 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 DESE's service area or into an area where DESE charges a different price for electricity.

8. DESE Termination of the Agreement – DESE 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. DESE 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 DESE 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 DESE will be the next available meter read date after expiration of any required notice period and processing by the electric utility and DESE 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.

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

10. Assignment – DESE may assign, subcontract or delegate all or any part of DESE'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 DESE.

11. Customer Information – Customer authorizes DESE to obtain any information from Customer's electric utility necessary for DESE 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. DESE is prohibited from disclosing Customer's social security number and/or account

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

number(s) without Customer's consent except for DESE'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.

12. Dispute Resolution – If Customer has a billing or other dispute involving this Agreement, Customer may contact DESE 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>.

13. Limitation of Liability – Customer agrees that neither DESE nor any of its employees, affiliates, agents, or subcontractors (collectively, DESE 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 DESE 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 DESE Parties' liability will be limited to direct actual damages only. In no event will the DESE 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.

14. 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 DESE. 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.

15. 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 include DESE 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).

DESE has no control over Regulatory Events. If any Regulatory Event makes this Agreement uneconomic or unprofitable for DESE, Customer agrees that DESE may propose new contract terms to Customer, including, without limitation, an increased price for the electricity delivered by DESE under this Agreement. If DESE proposes new contract terms in accordance with this clause, DESE will provide written notice to the Customer that identifies (1) the Regulatory Event(s) at issue, (2) the new contract terms proposed by DESE, 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, DESE 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 DESE, after which Customer will return to Customer's electric utility or another CRES provider of Customer's choosing for electricity; alternatively, DESE 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 DESE 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 DESE by email at DynegyCustomerService@vistracorp.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>.

CITY OF CINCINNATI, OHIO
Electric Aggregation Program

EXHIBIT B-1 "AUTHORIZING ORDINANCE"

EMERGENCY

City of Cincinnati

GWM/B
[Signature]

An Ordinance No. 270 - 2011

AUTHORIZING all actions necessary to effectuate an opt-out electric service aggregation program pursuant to Ohio Revised Code §4928.20; and **DIRECTING** the Hamilton County Board of Elections to submit the ballot question to the electors.

WHEREAS, under Ohio Revised Code §4928.20, the City of Cincinnati, Ohio (the "City") by and through the Cincinnati City Council (the "Council"), is authorized to establish an opt-out electric service aggregation program for the benefit of electric service consumers located within the incorporated areas of the City; and

WHEREAS, Council desires to submit to the electors the question of whether an opt-out electric service aggregation program should be instituted for the residents, small businesses and other eligible electric consumers in the City pursuant to Ohio Revised Code §4928.20; and

WHEREAS, governmental aggregation provides an opportunity for electric service consumers collectively to participate in the potential benefits of electric service deregulation through lower electric service rates which they would not otherwise be able to have individually; now, therefore,

BE IT ORDAINED by the Council of the City of Cincinnati, State of Ohio:

Section 1. That Council finds and determines that it is in the best interest of the City of Cincinnati ("City") and certain electric service consumers located within the incorporated areas of the City to establish an opt-out electric service aggregation program (the "Electric Service Aggregation Program").

Section 2. That, provided that the ballot measure regarding the Electric Service Aggregation Program is approved by the electors of the City pursuant to Section 8 of this Ordinance, the City is hereby authorized to aggregate, in accordance with Ohio Revised Code §4928.20, the retail electric service loads located within the incorporated areas of the City.

Section 3. That, for the Electric Service Aggregation Program, the City Manager is hereby authorized, on behalf of the Council, to enter into service agreements to facilitate the sale and purchase of service for retail electric loads.

Section 4. That the City Manager, on behalf of the Council, may exercise such authority jointly with any other political subdivision of the State of Ohio, to the full extent permitted by law, and for such purpose, the City Manager is hereby authorized to execute and deliver any necessary agreement(s) with such other political subdivisions, if any, in order to establish such Electric Service Aggregation Program.

Section 5. That the Electric Service Aggregation Program does not apply to persons meeting any of the following criteria, as more specifically described in Ohio Revised Code §4928.20(H): (1) a customer that has opted out of the aggregation, (2) a customer in contract with a certified electric service company, (3) a customer that has a special contract with an electric distribution utility, (4) a customer that is not located within the governmental aggregator's governmental boundaries, or (5) a customer not eligible for the aggregation by utility or Public Utilities Commission of Ohio rules.

Section 6. That the Electric Service Aggregation Program authorized by this Ordinance shall not aggregate the retail electric loads of mercantile customers, as those customers are defined in Ohio Revised Code §4928.01, without the prior, affirmative consent of each such customer within the incorporated areas of the City subject to the Electric Service Aggregation Program.

Section 7. That the Board of Elections of Hamilton County is hereby directed to submit the following question to the electors of the City at the general election to be held on November 8, 2011:

A majority vote is necessary for passage.	
YES	Shall the City of Cincinnati have the authority to aggregate the retail electric loads located within the incorporated areas of Cincinnati and enter into service agreements for the sale and purchase of electricity, such aggregation to occur automatically except where any person elects to opt out?
NO	

Section 8. That the Clerk of Council is instructed to file a certified copy of this Ordinance and the proposed form of the ballot question with the Hamilton County Board of Elections not later than August 10, 2011, which, pursuant to Ohio Revised Code §4928.20(B), is ninety (90) days prior to the November 8, 2011 election. The Electric Service Aggregation Program shall not take effect unless approved by a majority of the electors voting upon the proposed ballot question at the election held pursuant to this section and Ohio Revised Code §4928.20.

Section 9. That, upon the approval of a majority of the electors voting at the election provided for in Section 8 of this Ordinance, the City Manager, on behalf of the Council, is hereby authorized to, individually or jointly with any other political subdivision of the State of Ohio, develop a plan of operation and governance for the Electric Service Aggregation Program.

Section 10. That Council shall hold at least two public hearings on the plan prior to taking a vote on the adoption of the plan. 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 any retail electric customer in the City unless it in advance clearly discloses to the person whose retail electric service is to be so aggregated that the person will be enrolled automatically in the Electric Service 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 Electric Service Aggregation Program the opportunity to opt out of the program once every three years, without paying a switching fee. Any such person that opts out of the Electric Service Aggregation Program pursuant to the stated procedure shall default to the electric distribution utility providing distribution service for the person's retail electric service load, until the person chooses an alternative supplier.

Section 11. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety and general welfare and shall, subject to the terms of Article II, Section 6, of the Charter, be effective immediately. The reason for the emergency is the need to submit this Ordinance to the Hamilton County Board of Elections within the statutorily required time frame.

Passed: August 3, 2011

Attest:

Clerk

Mayor

I HEREBY CERTIFY THAT ORDINANCE No. 270-8411
WAS PUBLISHED IN THE CITY BULLETIN
IN ACCORDANCE WITH THE CHARTER ON 8-16-2011

Clerk of Council



Public Utilities Commission

Competitive Retail Electric Service (CRES)
Governmental Aggregator Application

Case Number: 12 - 0671 - EL-GAG

Please complete all information. Identify all attachments with a label and title (example: Exhibit B-2 Operation and governance plan). For paper filing, you can mail the original and three complete copies to the Public Utilities Commission of Ohio, Docketing Division, 180 East Broad Street, Columbus, Ohio 43215-3793.

A. Application Information

A-1. Applicant's legal name and contact information.

Provide the name and contact information of the business entity.

Legal Name: City of Cincinnati
Street Address: 801 Plum Street
City: Cincinnati State: OH Zip: 45202
Telephone: 513-352-6911 Website: www.cincinnati-oh.gov

A-2. Contact person for regulatory matters.

Name: Brenda Coffey
Street Address: 8469 Blue Ash Rd., Suite 1
City: Cincinnati State: OH Zip: 45236
Telephone: 304-769-8921 Email: bcoffey@energyalliances.com

A-3. Contact person for PUCO Staff use in investigating consumer complaints.

Name: Brenda Coffey
Street Address: 8469 Blue Ash Rd., Suite 1
City: Cincinnati State: OH Zip: 45236
Telephone: 304-769-8921 Email: bcoffey@energyalliances.com

A-4. Applicant's address and toll-free number for customer service and complaints.

Street Address: 8469 Blue Ash Rd., Suite 1
City: Cincinnati State: OH Zip: 45236
Toll-free
Telephone: 800-735-0359 Email: bcoffey@energyalliances.com

B. Managerial Capability

Provide a response or attachment for each of the sections below.

B-1. Authorizing Ordinance.

Provide a copy of the adopted ordinance or resolution authorizing the formation of a governmental aggregation program pursuant to Sections [4928.20\(A\)](#), [4929.26](#), and/or [4929.27](#) of the Ohio Revised Code.

B-2. Operation and governance plan.

Provide a copy of the applicant's plan for operation and governance of its aggregation program adopted pursuant to Section [4928.20\(C\)](#), [4929.26\(C\)](#), and/or [4929.27\(B\)](#) of the Ohio Revised Code and in accordance with [4901:1-21-16](#) and/or [4901:1-28-03](#) of the Ohio Administrative Code.


B-3. Opt-out disclosure notice.

Provide a draft copy of the opt-out notice that provides or offers automatic aggregation services in accordance with Sections [4928.20\(D\)](#) or [4929.26\(D\)](#) of the Ohio Revised Code and in accordance with [4901:1-21-17](#) and/or [4901:1-28-04](#) of the Ohio Administrative Code. The applicant must file the finalized opt-out notice in the certification case docket no more than 30 days and not less than ten days prior to public dissemination.

B-4. Experience and plans.

Describe in detail the applicant's experience and plan for providing aggregation services, including contracting with consultants, broker/aggregators, retail natural gas suppliers and/or retail generation providers, providing billing statements, responding to customer inquiries and complaints, and complying with all applicable provisions of Commission rules adopted pursuant to Section [4929.22](#) and/or [4928.20](#) of the Ohio Revised Code.

As authorized representative for the above company/organization, I certify that all the information contained in this application is true, accurate and complete. I also understand that failure to report completely and accurately may result in penalties or other legal actions.



Signature

December 7, 2023

Date

City Manager

Title

Competitive Retail Electric Service Affidavit

County of Hamilton :

State of Ohio :

Sheryl M. M. Long, Affiant, being duly sworn/affirmed, hereby states that:

1. The information provided within the certification or certification renewal application and supporting information is complete, true, and accurate to the best knowledge of affiant, and that it will amend its application while it is pending if any substantial changes occur regarding the information provided.
2. The applicant will timely file an annual report of its intrastate gross receipts, gross earnings, and sales of kilowatt-hours of electricity pursuant to Sections [4905.10\(A\)](#), [4911.18\(A\)](#), and [4928.06\(F\)](#), Ohio Revised Code.
3. The applicant will timely pay any assessment made pursuant to Sections [4905.10](#), [4911.18](#), and [4928.06\(F\)](#), Ohio Revised Code.
4. The applicant will comply with all applicable rules and orders adopted by the Public Utilities Commission of Ohio pursuant to [Title 49](#), Ohio Revised Code.
5. The applicant 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 will fully comply with Section [4928.09](#), Ohio Revised Code regarding consent to the jurisdiction of Ohio Courts and the service of process.
7. The applicant will comply with all state and/or federal rules and regulations concerning consumer protection, the environment, and advertising/promotions.
8. The applicant 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 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, 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.
11. The Applicant will inform the Public Utilities Commission of Ohio of any material change to the information supplied in the 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 consumer complaints.

12. The facts set forth above are true and accurate 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.

13. Affiant further sayeth naught.

Sherif m m Long City Myn
Signature of Affiant & Title

Sworn and subscribed before me this 7th day of December 2023
Month Year

Amira Beer
Signature of official administering oath
AMIRA BEER
Notary Public
State of Ohio
My Comm. Expires
June 29, 2028

Amira Beer, Senior Administrative Specialist

Print Name and Title

My commission expires on June 29, 2028

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

Case No(s). 12-0671-EL-GAG

Summary: In the Matter of the Application of City of Cincinnati