



Public Utilities  
Commission

PUCO USE ONLY		
Date Received	Case Number	Version
	- EL-GAG	December 2014

## CERTIFICATION APPLICATION FOR ELECTRIC GOVERNMENTAL AGGREGATORS

Please print or type all required information. Identify all attachments with an exhibit label and title (Example: Exhibit A-5 Experience). 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. APPLICANT INFORMATION

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

Note: If filing as a township or village, please include the name of the County where the township or village is located in the applicant name. For example, Miami Township, Hamilton County

Name West Chester Township

Address 9113 Cincinnati-Dayton Road, West Chester, Ohio 45069

Telephone Number (513) 777-5900

Web site address (if any) www.westchesteroh.org

County Butler

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

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

A-4 Exhibit A-4 "Automatic Aggregation Disclosure" provide a copy of the disclosures 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

A-5 Exhibit A-5 "Experience" provide a detailed description of the applicant's experience and plan for providing aggregation services, including contracting with 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 4928.10 of the Revised Code.

A-6 **Contact person for regulatory or emergency matters**

Name William Fleissner  
Title Manager Retail Operations  
Business address Dynegy Energy Services, 312 Walnut St., Ste 1500, Cincinnati, OH 45202  
Telephone number (513) 762-8225 Fax (877) 213-6426  
E-mail address William.Fleissner@dynegy.com

A-7 **Contact person for Commission Staff use in investigating customer complaints**

Name William Fleissner  
Title Manager Retail Operations  
Business address Dynegy Energy Services, 312 Walnut St., Ste 1500, Cincinnati, OH 45202  
Telephone number (513) 762-8225 Fax (877) 213-6426  
E-mail address William.Fleissner@dynegy.com

A-8 **Applicant's address and toll-free number for customer service and complaints**

Address Dynegy Energy Services, 312 Walnut St., Ste 1500, Cincinnati, OH 45202

Toll-free telephone number (877) 331-3045

Fax # (877) 213-6426

Patricia L. Tiffany Township Administrator  
Signature of Applicant & Title 2.3.16

Sworn and subscribed before me this 3rd day of February, 2016  
Month Year

Patricia L. Tiffany  
Signature of official administering oath

PATRICIA L. TIFFANY, EXECUTIVE ASSISTANT  
Print Name and Title

My commission expires on \_\_\_\_\_



PATRICIA L. TIFFANY  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES

Aug 3, 2019

MY COMMISSION EXPIRES  
NOTARY PUBLIC, STATE OF OHIO  
PATRICIA L. TIFFANY



# **AFFIDAVIT**

State of Ohio : West Chester Township ss.  
(Town)

County of Butler :

Judith C. Boyko, Affiant, being duly sworn/affirmed according to law, deposes and says that:

He/She is the Administrator (Office of Affiant) of West Chester Township (Name of Applicant);

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

1. The Applicant herein, attests under penalty of false statement that all statements made in the application for certification 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 kil 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 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 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 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 it will docket with the Commission's Docketing Division the final opt-out and any supplemental opt-outs (including beginning and ending dates of the 21-day opt-out period and the selected CRES supplier) at a minimum 10 days prior to sending the opt-outs to customers.

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]* Township Administrator  
Signature of Affiant & Title 2.3.16

Sworn and subscribed before me this 3rd day of February, 2016  
Month Year

*Patricia L. Tiffany*  
Signature of official administering oath

PATRICIA L. TIFFANY  
Print Name and Title EXECUTIVE ASSISTANT

My commission expires on AUGUST 3, 2019



PATRICIA L. TIFFANY  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES 8.3.2019



**RESOLUTION NO. 23 - 2005**

\*\*\*\*\*

**RESOLUTION AUTHORIZING ALL ACTIONS NECESSARY TO EFFECT A  
GOVERNMENTAL ELECTRICITY AGGREGATION PROGRAM WITH OPT-OUT  
PROVISIONS PURSUANT TO SECTION 4928.20, OHIO REVISED CODE, DIRECTING  
THE BUTLER COUNTY BOARD OF ELECTIONS TO SUBMIT A BALLOT QUESTION TO  
THE ELECTORS AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR SUCH  
PURPOSES.**

**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; and,

**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; and,

**WHEREAS**, this Board of Trustees seeks to establish a governmental aggregation program with opt-out provisions pursuant to Section 4928.20, Ohio Revised Code (the "Aggregation Program"), for the residents, businesses and other electric consumers in the Township and in conjunction jointly with any other political subdivision of the State of Ohio, as permitted by law.

**NOW THEREFORE, BE IT RESOLVED** that the West Chester Township Board of Trustees does hereby agree to:

**SECTION 1.** Find and determine that it is in the best interest of the Township, its residents, businesses and other electric consumers located within the Township limits to establish the Aggregation Program in the Township. Provided that this Resolution and the Aggregation Program is approved by the electors of the Township pursuant to Section 2 of this Resolution, the Township is hereby authorized to aggregate in accordance with Section 4928.20, Ohio Revised Code, the retail electrical loads located within the Township, and, for that purpose, to enter into service agreements to facilitate for those loads the sale and purchase of electricity. The Township may exercise such authority jointly with any other political subdivision of the State of Ohio using an energy broker, consultant and/or aggregator certified by the Public Utilities Commission of Ohio, to the full extent permitted by law, and for such purpose, the Administrator is hereby authorized to execute and deliver a brokerage agreement. The aggregation will occur automatically for each person owning, occupying, controlling, or using an electric load center proposed to be aggregated and will provide for the opt-out rights described in Section 3 of this Resolution.

**SECTION 2.** Direct the Board of Elections of Butler County to submit the following question to the electors of the Township at the general election on November 8, 2005.

Shall West Chester Township have the authority to aggregate the retail electric loads located in the Township, 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?

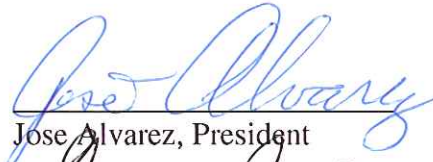
The Clerk of this Board of Trustees is instructed immediately to file a certified copy of this Resolution and the proposed form of the ballot question with the County Board of Elections not less than seventy-five (75) days prior to November 8, 2005. The Aggregation Program shall not take effect unless approved by a majority of the electors voting upon this Resolution and the Aggregation Program provided for herein at the election held pursuant to this Section 2 and Section 4928.20, Ohio Revised Code.

**SECTION 3.** Upon the approval of a majority of the electors voting at the general election provided for in Section 2 of this Resolution, this Board of Trustees individually or jointly, shall develop a plan of operation and governance for the Electric Aggregation Program. Before adopting such plan, this Board of Trustees shall hold at least two public hearings on the plan. Before the first hearing, notice of the hearings shall be published once a week for two consecutive weeks in a newspaper of general circulation in the Township. The notice shall summarize the plan and state the date, time, and location of each hearing. No plan adopted by this Board of Trustees shall aggregate the electrical load of any electric load center within the Township unless it in advance clearly discloses to the person owning, occupying, controlling, or using the load center that the person will be enrolled automatically in the Aggregation Program and will remain so enrolled unless the person affirmatively elects by a stated procedure not to be so enrolled. The disclosure shall state prominently the rates, charges, and other terms and conditions of enrollment. The stated procedure shall allow any person enrolled in the Aggregation Program the opportunity to opt out of the program 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.

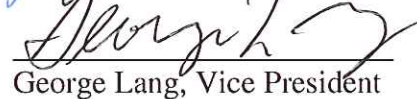
**SECTION 4.** Find and determine that all formal actions of this Board of Trustees concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board of Trustees and that all deliberations of this Board of Trustees and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

**SECTION 5.** Authorize and direct the Administrator to enter into an agreement for consulting services and any other required services related to electric utility deregulation for West Chester Township, and ratifying any such services heretofore performed.

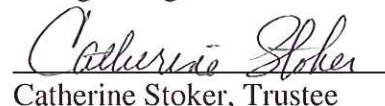
Adopted this 12th day of July, 2005.

  
Jose Alvarez, President

yes  
Yes / No

  
George Lang, Vice President

YES  
Yes / No

  
Catherine Stoker, Trustee

yes  
Yes / No

**ATTEST:**

Patricia Williams  
Patricia Williams, Township Clerk

**APPROVED AS TO FORM:**

D. Crain  
Donald L. Crain, Law Director

**ITEMS ELECTION RESULTS****Election Results****19 WEST CHESTER TWP - ELECTRIC**


	<b>Total</b>	
Number of Precincts	47	
Precincts Reporting	47	100.0 %
Total Votes	17903	
<hr/>		
<b>YES</b>	10316	57.62%
<b>NO</b>	7587	42.38%

**20 WEST CHESTER TWP - GAS**

	<b>Total</b>	
Number of Precincts	47	
Precincts Reporting	47	100.0 %
Total Votes	17765	
<hr/>		
<b>YES</b>	10482	59.00%
<b>NO</b>	7283	41.00%

**21 COLLEGE CORNER LOCAL SCHOOL**



# **WEST CHESTER TOWNSHIP ELECTRIC AGGREGATION PROGRAM**

## **PLAN OF OPERATION AND GOVERNANCE**

## **Table of Contents**

<b>1. Purpose of Electric Aggregation Program &amp; Services.....</b>	<b>11</b>
<b>2. Determination of Rates and Other Charges .....</b>	<b>12</b>
<b>3. Process for Providing Opt-Out Disclosure Notices.....</b>	<b>13</b>
<b>4. Determination of Eligible Customer Pool.....</b>	<b>13</b>
<b>5. Opt-Out Process .....</b>	<b>14</b>
<b>6. Customer Classes Included.....</b>	<b>15</b>
<b>7. Billing Procedures.....</b>	<b>16</b>
<b>8. Credit/Deposit Requirements .....</b>	<b>16</b>
<b>9. Procedures for Handling Customer Complaints and Dispute Resolution..</b>	<b>16</b>
<b>10. Moving Into/Within the Township of West Chester .....</b>	<b>17</b>
<b>11. Moving Within the Township and Maintaining Same Account Number .....</b>	<b>17</b>
<b>12. Joining the Aggregation Group after Opting-Out .....</b>	<b>17</b>
<b>13. Reliability of Power Supply.....</b>	<b>17</b>
<b>14. Supplier Qualification Selection Criteria .....</b>	<b>18</b>
<b>15. Miscellaneous .....</b>	<b>18</b>

## **Purpose of Electric Aggregation Program and Services**

This aggregation plan has been developed in compliance with Ohio Revised Code, Section 4928.20 regarding governmental aggregation of electric service. That section of the Code defines two different types of aggregation that may be enacted by a governmental entity; opt-in aggregation and opt-out aggregation. The Township of West Chester ("the Township") will administer an opt-out aggregation program that will automatically include all eligible electric accounts receiving a beneficial offer from a Competitive Retail Electric Service Supplier (CRES Supplier). Those customers will be given prior notice entitling them to affirmatively elect not to be part of the Program.

The Township passed the necessary resolution to place the issue of Opt-out Governmental Aggregation of electricity on the November 8, 2005 ballot. The ballot issue subsequently passed by wide margin, receiving approximately 58 percent of the votes. The Township will follow the Plan of Operation and Governance ("Plan") outlined below. This Plan was adopted after two public hearings were held in accordance with section 4928.20 (C) of the Ohio Revised Code.

The Township's Aggregation Program ("Program") seeks to aggregate the retail electric loads of consumers located in the Township to negotiate the best rates for the generation supply of electric power. With a Township population of approximately 60,000 the Program has the potential to combine approximately 26,000 residential accounts and small commercial accounts into a buying group that will be attractive to a Competitive Retail Electric Service Supplier (CRES Supplier). Participation in the Program is voluntary. Any individual customer (Member) has the opportunity to decline to be a member of the aggregation program and to return to the Duke Energy standard offer of service or to enter into a power supply contract with any CRES Supplier.

Residential and small commercial electric customers often lack the ability to effectively negotiate electric supply services. The Township's Program provides them an opportunity to benefit from professional representation and bargaining power achieved through an aggregation program.

The aggregation program is designed to reduce the amount Members pay for electric energy and to gain other favorable terms of service. The Township will not buy and resell the power to the Program Members. Instead, the Township will competitively bid and negotiate a contract with a CRES Supplier to provide firm, all-requirements generation service to the Members of the aggregation program.

Due to the complexity of deregulation of the electric utility industry, the Township has entered into a contract with Energy Alliances, Inc., 8469 Blue Ash Road, Suite 1, Cincinnati, Ohio 45236, (its "Consultant") a PUCO certified broker and aggregator of natural gas and electricity. Among other things, Energy Alliances, the certified broker, will provide these consulting services:

- Draft and assist in maintaining this Plan of Operation and Governance
- Lead the required public hearings and attend Board of Trustees meetings
- Assist the Township in the day-to-day administration of program (problem resolution, press releases, PUCO compliance, supplier liaison, contract review, etc.)

- Administer the Request for Proposal process, analyze supplier responses and provide recommendations for the supply agreement
- Review customer data provided by Duke Energy that would serve as the basis for an opt-out notice
- Write/prepare reports on a quarterly/annual basis to the Township, PUCO, PUCO's Market Monitoring division, and the Ohio Consumers' Counsel.

## **2. Determination of Rates and Other Charges**

### **2.1. Rates**

Through the efforts of its Consultant, the Township will seek proposals from CRES suppliers. The request for proposals shall require the suppliers to offer a generation charge for firm, full-requirements supply. CRES Providers will bid by Duke Energy customer rate classification or customer class. CRES Providers will be encouraged to bid on as many electric accounts as possible, but it is recognized that from a practical standpoint it is not likely that bids will be received for larger commercial and industrial accounts that require interval metering and individual price analysis. Furthermore, a CRES Provider may not be able to beat Duke Energy's tariff rates for all customer classes and/or rate schedules. The prices to be charged to Members in the Program will be set by Township Trustees after negotiations with the selected CRES Supplier. Members will be notified of the rates and terms of the Program through a direct mailing sent to each eligible resident and business within the Township limits. Once offers are found a table similar to the one shown below will be populated to reflect the offer rates.

<b>Duke Energy Rate Schedule</b>	<b>CRES Supplier Offer Cents/kWh</b>
RS – Residential Service	
DM01– Secondary Distribution Service	
Other	

### **2.2 Charges**

Neither the Township nor the selected Supplier will impose any terms, conditions, fees, or charges on any Member served by the governmental aggregation unless the particular term, condition, fee, or charge is clearly disclosed to the Member at the time the Member chose not to opt-out of the aggregation.

Duke Energy will continue to bill for Late Payment, Delivery Charges, Transition Charges and Monthly Service Fee, etc. These charges apply whether or not a Member switches to the Program's CRES supplier. Switching generation suppliers will not result in any new charges billed to the Member.

### **2.3 Switching Fees**

Should Duke Energy assess a switching fee for Members voluntarily remaining in the aggregation Program; the Request for Proposal will be written to require the selected supplier to pay the switching fee.

### **2.4 Early Termination Fee**



Members may terminate their agreement without penalty if they relocate outside of the Township. Members that leave for other reasons may be assessed an early termination fee by CRES supplier. Early termination fees are standard in most electric contracts. The Township will negotiate with the CRES supplier to ensure that any early termination fee assessed is reasonable and clearly stated in the opt-out disclosure notice.

### **3. Process for Providing Opt-Out Disclosure Notices**

When a successful supply offer is found the Township shall order the eligible customer list from Duke Energy. Duke Energy shall turn over the list to the Township or its consultant upon request. Once the list is obtained, it will be shared with the selected CRES supplier and they will have 30 days from the Township's receipt of the data to mail the opt-out notices to all eligible Members receiving an offer.

Prior to including a customer's electric account or accounts in an aggregation, the Township, in cooperation with the selected CRES supplier, will provide each eligible Member a written Opt-Out Notice conforming to the requirements of Ohio Administrative Code Section 4901:1-21-17

The selected CRES supplier will be required to pay for printing and mailing of opt-out disclosure notices. The notices will be mailed to the owner or occupant residing at the electric account mailing address shown on Duke Energy customer list. A Township official will sign the notice and it will contain the Township's name and logo on the outside to clearly indicate to the recipient that it is a notice from the Township.

Prior to mailing Opt-Out Notices a thorough review will be performed to see that all eligible Members receiving an offer are sent the notice. The review process will include the efforts of numerous parties and utilize a number of resources as specified in section four (4) of Plan.

Following acceptance of an offer by the Township, the CRES supplier will mail Opt-Out Notices to eligible Members. Members will have 21 days from the postmark date on the notice to postmark the return opt-out card if they do not wish to participate in the Township's program.

In the event that an eligible Member is inadvertently not sent an Opt-Out Notice and is omitted from the Program, the CRES supplier shall, upon request, enroll the eligible Member at the group rate for the remaining term.

### **4. Determination of Eligible Customer Pool**

Under the opt-out aggregation provisions, all eligible electric consumers within the Township will be automatically included in the Program. However, such customers will be given prior notice entitling them to affirmatively elect not to be part of the Program.

Prior to mailing Opt-Out Notices a thorough review will be performed to see that all ineligible customers are excluded. The review process will include the efforts of numerous parties and utilize a number of resources:

- Duke Energy will query their customer database using best efforts to capture all accounts within the Township limits. If desired, the Township is entitled to request

Duke Energy to analyze the data, for an additional fee, to ensure that no one outside Township limits appears in the data;

- The Township's consultant working with the CRES supplier, available Township resources and publicly available material shall screen out customers who are not located within the Township limits. Those resources may include any or all of the following: Property records, water and/or sewer records, fire and/or police department address records, 911 address records, street listings, Township maps, internet maps, county parcel mapping databases, and outside consulting services specializing in geographical information systems (GIS).
- Ineligible accounts will be screened out based on codes provided in the Duke Energy data. The data shall be reviewed to see that all zip codes have been included, all streets included, all customer classes, all customer rate schedules, and finally that an expected total for a community of this population was turned over.
- Any suspected omissions will be reported to Duke Energy along with a request to furnish that data.

## **5. Opt-Out Process**

The Township is using an Opt-Out form of Governmental Aggregation pursuant to section 4928.20 of the Ohio Revised Code. Any such person that opts out of the aggregation program pursuant to stated procedure will default to the standard service offer provided by Duke Energy until the person chooses an alternative supplier.

When a successful supply offer is found the Township shall order the eligible customer list from Duke Energy. Duke Energy shall turn over the list to the Township or its consultant upon request. Once the list is obtained, it will be shared with the selected CRES supplier and they will have 30 days from the Township's receipt of the data to mail the Opt-Out Notices to all eligible Members receiving an offer.

The selected CRES supplier and the Township will agree upon the format of the Opt-Out Notice and will docket a sample with the PUCO at least ten days prior to mailing it to eligible Members.

The selected CRES supplier will be required to pay for printing and mailing of opt-out disclosure notices. The notices will be mailed to the owner or occupant residing at the electric account mailing address shown on Duke Energy's customer list. A Township official will sign the notice and it will contain the Township's name and logo on the outside to clearly indicate to the recipient that it is a notice from the Township.

Prior to mailing Opt-Out Notices a thorough review will be performed to see that all eligible Members receiving an offer are sent the notice. The review process will include the efforts of numerous parties and utilize a number of resources as specified in section four of this plan.

Following acceptance of an offer by the Township, the CRES supplier will mail opt-out notices to eligible Members receiving an offer. Members will have 21 days from the postmark date on the notice to postmark the return opt-out card if they do not wish to participate in the Township's program. Members may also call the CRES supplier's toll-free recorded phone number to opt-out. The selected CRES supplier will not enroll those accounts opting out from the Program.

In the event that an eligible Member is inadvertently not sent an Opt-Out Notice and is omitted from the Program, the CRES supplier shall, upon request, enroll the eligible Member at the group rate for the remaining term.

All members of the Program will also be given an opportunity to opt-out without penalty at least once every three years.

**Procedure Steps:**

1. The selected CRES supplier and the Township will agree upon the format of the Opt-Out Notice and will docket a sample with the PUCO at least ten days prior to mailing it to eligible Members.
2. The selected supplier will distribute an Opt-Out Form to all eligible Members via first class U.S. Mail;
3. Recipients will have 21 days from the postmark on the notice to notify the selected CRES supplier if they do not want to be part of the Program;
4. Members will be able to opt out by (i) returning an opt-out card via U.S. Mail to the selected CRES supplier, and by (ii) making a toll-free recorded phone call to the CRES supplier informing them of their intention to opt-out
5. Additionally, Members who do not opt-out per step 4 above will receive written notification from Duke Energy stating that they are about to be switched. That notice will inform them that they have 7 days to rescind the contract by contacting Duke Energy; and
6. The selected CRES supplier will not enroll those accounts opting out from the Program.

The Opt-Out Notice will clearly notify the Program Members of the rates to be charged for electricity and other terms of the contract with the selected supplier. The notice will also satisfy the requirements for disclosing the environmental impact of the generation sources used to supply the program.

**6. Customer Classes Included**

All eligible Members are included in the Program but the selected CRES supplier's offer will determine which groups receive an offer and Opt-Out Notice. It is envisioned that residential and small commercial customers supplied by Duke Energy within the Township limits are the most likely to receive an offer. The specific rate schedules will be identified in Section 2 of this Plan of Operation. In addition to having a rate schedule listed in Section 2, the following eligibility requirements apply.

- Customers must be up to date with their bill payment;
- Customers must not have not opted out of the Program;
- Customers must not be on the Do Not Aggregate List;
- Customers must not be supplied generation service from another CRES provider;
- Customers must not be in the Percentage of Income Payment Program (PIPP);
- Commercial Customers must have a Peak Demand of less than 100 kW;
- Commercial Customers must not have interval metering; and.

- Customers must meet eligibility requirements of a specific supplier offer, which may include a limitation based on their estimated Price to Compare from Duke Energy.

## **7. Billing Procedures**

The Township will utilize the coordinated billing services of Duke Energy and the selected CRES supplier. Most customers are expected to receive a single bill from Duke Energy that itemizes among other things, the cost of generation provided by the CRES supplier. In some instances, particularly for commercial accounts, the CRES supplier may request that dual billing may be used. In this case the supplier would issue a bill for their supply service and Duke Energy would issue a bill for their delivery services.

Members currently on budget billing will continue to be budget billed. Duke Energy process will remain the same and the new CRES Supplier rate would be incorporated on a rolling 12-month basis. Members wishing to start budget billing should contact Duke Energy. The process will take place in accordance with Duke Energy policy and is not unique to the Township's Program.

Members are required to remit and comply with the payment terms of Duke Energy and/or their supplier if dual billing is used. This Program will not be responsible for late or no payment on the part of any of its members. Furthermore, slow or no payment on the part of some Members will not adversely impact the rates charged to other Members. The selected Supplier shall not charge more than 1½ percent per month for overdue balances owed to the selected Supplier.

## **8. Credit/Deposit Requirements**

Collection and credit procedures remain the responsibility of the Duke Energy, the selected Supplier and the individual Member. Members are required to remit and comply with the payment terms of Duke Energy. This Program will not be responsible for late or no payment on the part of any of its Members. The Township will have no separate credit or deposit policy.

## **9. Procedures for Handling Customer Complaints and Dispute Resolution**

Members have multiple means of addressing complaints. As a general rule, concerns regarding service reliability should be directed to Duke Energy, questions regarding the Program administration should go to the Township, billing questions should be directed to Duke Energy/the selected supplier and any unresolved disputes should be directed to the Public Utilities Commission of Ohio and/or The Ohio Consumers' Counsel. Listed below is a table of toll-free numbers for members to call for assistance.

<b>Nature of Complaint</b>	<b>Contact</b>	<b>Phone Number</b>
Service interruptions or emergencies	Duke Energy	1-800-543-5599
Service turn on/off	Duke Energy	1-800-544-6900
Billing disputes – Delivery Charges	Duke Energy	1-800-544-6900
Billing disputes – Delivery Charges	Dynegy Energy Services	1-877-559-8033
Joining/Leaving Program	Dynegy Energy Services	1-877-559-8033
Aggregation Program Questions	West Chester Township Dynegy Energy Services	(513) 777-5900 1-877-559-8033



Unresolved Disputes	Public Utilities Comm. (voice)	1-800-686-7826
Unresolved Disputes	Public Utilities Comm. TDD/TTY	1-800-686-1570
Unresolved Disputes – residential	Ohio Consumers' Counsel	1-877-742-5622

## **10. Moving Into/Within the Township of West Chester**

Utility rules require that people moving into a different residence, new construction or otherwise, be assigned a new account number and be served for at least one month by the local utility before they can switch to a new supplier. The above-mentioned are examples of utility rules approved by the PUCO that will impact the operation of West Chester's aggregation program.

Residents and businesses that move into the Township will not be automatically included in the Township's Program. The Township cannot guarantee the rates, terms and conditions to Members enrolling after the 21-day opt-out period of the initial enrollees. Members wishing to opt-in to the Program may contact the Township or the CRES supplier to obtain enrollment information. There is, however, no guarantee that customers opting-in at a later date will receive the same price, terms and conditions as did the initial participants. The selected CRES supplier's decision whether or not to extend an offer will be based, in part, on the market prices at the time of request.

Members who move within the Township limits and are assigned a new account number by Duke Energy will be treated in the same manner as a new resident. They will not be automatically enrolled, but may contact the CRES supplier concerning re-enrollment. Once again, there is no guarantee that the CRES Supplier will extend an offer, or an offer that is the same as that of the initial enrollees.

## **11. Moving Within the Township and Maintaining the Same Account Number**

The selected CRES Supplier shall continue service at the same rate and under the same terms and conditions for any Member who relocates within the Township prior to the expiration of the contract term, providing that the Member notifies the CRES Supplier of their desire to do so with thirty (30) days written notice. Moving within the Township may cause the Member to be served for a brief period of time by the local utility. The CRES supplier shall have the right to bill the participant for any associated switching fee imposed by Duke Energy.

## **12. Joining the Aggregation Group after Opting-Out**

Members who have left the aggregation group and wish to rejoin at a later date are treated in the same manner as new residents moving into West Chester. These customers may contact the Township or the CRES supplier at any time to obtain enrollment information. There is however, no guarantee that customers opting-in at a later date will receive the same price, terms and conditions as did the initial participants.

## **13. Reliability of Power Supply**

The Program will only affect the generation source of power. Duke Energy will continue to deliver power through their transmission and distribution systems. Responsibility for maintaining system reliability continues to rest with Duke Energy. If Members have service reliability problems they should contact Duke Energy for repairs. The PUCO has established "Minimum Reliability Standards" for all utilities operating distribution systems in Ohio.

Customer outages, duration of outages, interruptions, etc., are monitored to ensure reliability remains at satisfactory levels.

In addition to maintaining the "wires" system, Duke Energy is required to be the "Provider of Last Resort." This means, should the selected CRES supplier fail for any reason to deliver any or all of the electricity needed to serve the Members' needs, Duke Energy will immediately provide for the shortfall. Duke Energy would then bill the supplier for the power provided on their behalf. The Members would incur no additional cost.

#### **14. Supplier Qualification Selection Criteria**

Only Suppliers meeting strict criteria will be considered.

- Suppliers will need to be certified by the Public Utilities Commission of Ohio
- Registered with Duke Energy Corporation to do business in their service territory. Both the certification and registration ensure that Suppliers possess the managerial, technical, and financial competence to perform the services they offer.
- Successfully completed Electronic Data Interchange (EDI) computer system testing with Duke Energy to support Governmental Aggregation Program transactions.
- Agree to hold harmless the Township from any financial obligations arising from the Program.
- The selected CRES supplier will need to agree to notify the Township and negotiate with the Township at least 60 days in advance of attempting to terminate the agreement for any reasons other than (i) the scheduled end date or (ii) Force Majeure.
- The selected CRES supplier shall demonstrate its creditworthiness by possessing an investment grade long-term bond ratings from at least two of the following rating agencies:

Standard & Poors	BBB or Higher
Moody's Investors' Services	Baa3 or Higher
Fitch ICBA	BBB or Higher
Duff & Phelps	BBB or Higher

Should the CRES supplier be unable to demonstrate its creditworthiness, the supplier will be required to provide:

- a Letter of Credit; or
- a Parental Guaranty from a company that is deemed creditworthy; or
- a Surety Bond.

Details of the credit type and amount will be subject to negotiation.

#### **15. Miscellaneous**

The Township will maintain a copy of this Plan of Operation and Governance on file at its Administrative office. This Plan will be kept available for public inspection. It will, upon request, be copied for any existing or potential Members of the aggregation in accordance with the Township rules for copying public documents.

## West Chester Township Exhibit A-3 "Operation and Governance Plan"

The Township will not materially alter its Plan of Operation and Governance in any way that would materially affect the customers of the aggregation without first providing notice to all affected Members and providing these Members the opportunity to opt-out of the aggregation according to the procedures established for the initial opt-out disclosure notice set forth in rule 4901:1-21-17 of the Administrative Code. In the event of a material change, the Township will provide a notice explaining the changes to the Plan, and informing the Members of their right to opt-out of the aggregation without penalty, and identifying the method and time frame for the customer to opt-out.

The Township or the selected CRES supplier will not issue an Opt-Out Notice before the Township has obtained its certification as a Governmental Aggregator of electricity from the Public Utilities Commission of Ohio.

The success of the Township's Aggregation Program relies in part to the cooperation it receives from Duke Energy. In addition to other tasks, Duke Energy must turn over accurate customer data and perform the customer switching process in a timely manner. The Township will comply with PUCO rules, and will hold Duke Energy to its obligations under the same.

The Electric Aggregation Program may be terminated upon the termination or expiration of the supply contract without any extension, renewal or subsequent supply contract being negotiated. Each individual Member receiving electric supply service under the Program will receive notification 45-90 days prior to termination of the Program. In the event of termination, Members in the Township aggregation program would either return to Duke Energy supply service or choose a CRES supplier on their own.

If the Township is unable to find a satisfactory offer at the end of an existing supply agreement, they have the option of maintaining their status as a Governmental Aggregator while they continue to seek offers for their Members.



**West Chester Township**  
Electric Aggregation Program

Date

<insert customer name>>

<insert customer address>>

Dear West Chester Township Residents and Businesses,

West Chester Township is continuing to offer you an opportunity to participate in an Electric Governmental Aggregation Program. Township voters previously authorized the Township Trustees to form a governmental aggregation program and negotiate favorable electric supply prices for eligible residences and businesses. The Township recently selected Dynergy Energy Services (DES) as the program supplier through December 2018 applicable meter reads. Both West Chester Township and Dynergy Energy Services are certified by the 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 \_\_\_\_\_.

If you do not opt-out, your service is estimated to begin with your \_\_\_\_\_ meter reading at Fixed Price Electricity Plan offering:

- **Fixed Electricity Price** of \$\_\_\_\_\_ per kWh through your \_\_\_\_\_ meter reading.
- Provides **security** against electricity price fluctuations.
- **One energy bill** from Duke Energy, your local utility.

**Billing / Service Delivery Unchanged**

Other than the price and supplier, nothing regarding your electric service will change. You will continue to receive one monthly bill from Duke Energy - Ohio. Duke will continue to deliver your electricity and be responsible for maintaining the system that delivers electricity to your home.

**Enrollment Information**

After your enrollment is finalized, Duke Energy - Ohio will send you a letter confirming your enrollment. As required by law, this letter will inform you of your ability to rescind your enrollment with no penalty.

**How to Opt-Out**

If you do not wish to participate, you must opt-out no later than \_\_\_\_\_ by any one of the following methods:

- Fill out the reply card below and return it by \_\_\_\_\_
- Call us toll-free at 1-877-559-8033.

If you choose to opt out (not participate), you may do so at no charge during this initial enrollment period and you will not be served by Dynergy Energy Services. If you become part of the aggregation, you may cancel the agreement at any time at no charge by providing notice to Dynergy Energy Services. If you choose to opt out of the program at this time, or if you choose to



## West Chester Township Exhibit A-4 Automatic Aggregation Disclosure-“Opt-out Form”

leave the program at a later date, you will be served by your utility under its standard service offer or 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.

If you have questions, contact Dynegy Energy Services at [DynegyEnergyServicesOhio@dynegy.com](mailto:DynegyEnergyServicesOhio@dynegy.com) or call 1-877-559-8033.

Please see the enclosed Terms and Conditions for full details regarding the rate option and other terms of the program.

Regards,



Rich Surace  
Director, Retail Business Operations

---

### Community: West Chester Township

◊ Opt out of the West Chester Township Government Electric Aggregation Program. By checking this box, I understand that my account will not be included in the aggregation program.

**This opt out must be post marked by \_\_\_\_\_.**

If opting out mail to: Dynegy Energy Services, 312 Walnut Street, Suite 1500, Cincinnati, OH 45202

Please fill out the required information in **bold**:

**Customer Name** \_\_\_\_\_ **Account Number** \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

(11-digit Number found on Page 1 of your existing bill)

**Service Address** \_\_\_\_\_

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

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

On November 8, 2005, West Chester Township voters conferred authority upon the West Chester Township Trustees to form a governmental aggregation program. On October 13, 2015, the Trustees selected Dynegy Energy Services (East), LLC, as electric supplier and to administer enrollments. **IF YOU DO NOT WISH TO PARTICIPATE, YOU MUST OPT-OUT BY DETACHING AND RETURNING THE OPT-OUT CARD ATTACHED TO THE ENROLLMENT NOTICE, POSTMARKED NO LATER THAN \_\_\_\_\_, OR BY CALLING TOLL FREE NUMBER (877-559-8033).**

**1. Enrollment:** Enrollment is automatic for those who are eligible, but participation is voluntary.

**Eligibility:** To be eligible for automatic aggregation, Customer and the Accounts to be served (i) must be located within the jurisdictional boundaries of West Chester Township and Duke Energy Ohio (“Utility”), (ii) may not be under contract with another competitive supplier, (iii) may not be a mercantile customer or a PIPP (Percentage of Income Payment Plan program customers) customer, and (iv) must be in good credit standing with the Utility.

**2. Purchase of Electricity –** Dynegy Energy Services (East), LLC (DES) agrees to sell, and you, the account holder (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.

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

**4. Price and Initial Term –** The price for electricity (Price) will be \$\_\_\_\_\_ per kWh, starting with your \_\_\_\_\_ meter read through your \_\_\_\_\_ meter read date (Initial Term). Electricity service under this Agreement will begin with the next available meter read date after DES and Utility process Customer’s enrollment. In addition to delivering electricity, Utility will continue to read Customer’s meter, bill the Customer and respond to any outages. If Customer switches back to 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 electric utility may charge switching fees to the Customer. DES will not charge you separately for any switching fees. The Price does not include any applicable taxes or fees or charges from the 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.

**5. Length of Contract -** As a part of your community’s program, your service from DES will commence as soon as the Utility accepts your enrollment, approximately the \_\_\_\_\_ meter reading and will continue through the \_\_\_\_\_ meter read date. Customer may opt-out of the aggregation program at any time with no cancellation fee or penalty.

**6. Billing and Payment –** The charges for electricity provided by DES will appear on Customer’s monthly bill from Customer’s Utility, and is due and payable to Customer’s Utility on the same day the Utility’s bill is due. Customer will incur additional service and delivery charges from the Customer’s Utility. Customer should continue to follow any bill payment procedures between Customer and Customer’s Utility. Customer agrees to accept the measurements as determined by Customer’s 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 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 Utility charges may result in Customer being disconnected from service in accordance with the Customer’s Utility tariff.

**7. Customer Cancellation or Termination of the Agreement –** The 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. A Customer may terminate this Agreement at any time with no termination fee.

**8. 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 14 of this agreement), as defined below, physically prevents or legally prohibits DES from performing

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

under the terms of this Agreement. Upon termination of this Agreement, Customer will return to Customer's Utility for electricity unless Customer has selected another 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 Utility and/or DES. 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 DES's website (DynegyOhio.com) regarding the approximate generation resource mix and environmental characteristics of electricity supply.

**10. 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.

**11. Customer Information** – Customer authorizes DES to obtain any information from Customer's 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 Utility's bill, and Customer's billing and payment information from Customer's 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.

**12. 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 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 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 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 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.

**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 the Force Majeure 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

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

Supplier. 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 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 in its sole discretion 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, this Agreement will terminate 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.**

**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 877-331-3045. 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 [DynegyEnergyServicesOhio@dynegy.com](mailto:DynegyEnergyServicesOhio@dynegy.com), or by US Mail at *DYNEGY ENERGY SERVICES (East), LLC, Attn: DES Customer Care, 312 Walnut Street, Suite 1500, Cincinnati, OH 45202*. Customer may also visit DES's website at [DynegyOhio.com](http://DynegyOhio.com).





Environmental Disclosure Information – Quarterly Comparisons																						
DYNEGY ENERGY SERVICES (EAST), LLC																						
Projected Data for the 2015 Calendar Year																						
Actual Data for the Period 01/01/2015 to 09/30/2015																						
<b>Generation Resource Mix -</b> A comparison between the sources of generation projected to be used to generate this product and the actual resources used during this period.	<b>Projected</b> 	<b>Actual</b> 																				
<b>Environmental Characteristics–</b> A description of the characteristics associated with each possible generation resource.	<table border="1"> <tr><td>Biomass Power</td><td>Air Emissions and Solid Waste</td></tr> <tr><td>Coal Power</td><td>Air Emissions and Solid Waste</td></tr> <tr><td>Hydro Power</td><td>Wildlife Impacts</td></tr> <tr><td>Natural Gas Power</td><td>Air Emissions and Solid Waste</td></tr> <tr><td>Nuclear Power</td><td>Radioactive Waste</td></tr> <tr><td>Oil Power</td><td>Air Emissions and Solid Waste</td></tr> <tr><td>Other Sources</td><td>Unknown Impacts</td></tr> <tr><td>Solar Power</td><td>No Significant Impacts</td></tr> <tr><td>Unknown Purchased Resources</td><td>Unknown Impacts</td></tr> <tr><td>Wind Power</td><td>Wildlife Impacts</td></tr> </table>	Biomass Power	Air Emissions and Solid Waste	Coal Power	Air Emissions and Solid Waste	Hydro Power	Wildlife Impacts	Natural Gas Power	Air Emissions and Solid Waste	Nuclear Power	Radioactive Waste	Oil Power	Air Emissions and Solid Waste	Other Sources	Unknown Impacts	Solar Power	No Significant Impacts	Unknown Purchased Resources	Unknown Impacts	Wind Power	Wildlife Impacts	
Biomass Power	Air Emissions and Solid Waste																					
Coal Power	Air Emissions and Solid Waste																					
Hydro Power	Wildlife Impacts																					
Natural Gas Power	Air Emissions and Solid Waste																					
Nuclear Power	Radioactive Waste																					
Oil Power	Air Emissions and Solid Waste																					
Other Sources	Unknown Impacts																					
Solar Power	No Significant Impacts																					
Unknown Purchased Resources	Unknown Impacts																					
Wind Power	Wildlife Impacts																					
<b>Air Emissions –</b> Product-specific projected and actual air emissions for this period compared to the regional average air emissions.																						
<b>Radioactive Waste –</b> Radioactive waste associated with the product.	<table border="1"> <thead> <tr> <th>Type:</th> <th colspan="2">Quantity:</th> </tr> </thead> <tbody> <tr> <td>High-Level Radioactive Waste</td> <td>Unknown.</td> <td>Lbs./1,000 kWh</td> </tr> <tr> <td>Low-Level Radioactive Waste</td> <td>Unknown.</td> <td>Ft<sup>3</sup>/1,000 kWh</td> </tr> </tbody> </table>		Type:	Quantity:		High-Level Radioactive Waste	Unknown.	Lbs./1,000 kWh	Low-Level Radioactive Waste	Unknown.	Ft <sup>3</sup> /1,000 kWh											
Type:	Quantity:																					
High-Level Radioactive Waste	Unknown.	Lbs./1,000 kWh																				
Low-Level Radioactive Waste	Unknown.	Ft <sup>3</sup> /1,000 kWh																				
With in-depth analysis, the environmental characteristics of any form of electric generation will reveal benefits as well as costs. For further information, contact Dynegy Energy Services (East), LLC at <a href="http://www.DynegyOhio.com">www.DynegyOhio.com</a> or by phone at 877-331-3045.																						



### **WEST CHESTER TOWNSHIP EXPERIENCE**

West Chester Township is well versed in negotiating, contracting and providing for common services to the Township residents. Some examples of experience as a service provider are:

- 1) Police Service
- 2) Fire Service
- 3) Parks and Recreation
- 4) Service Department

The Administrator, Township Trustees and Township Staff routinely negotiate for services and supplies that benefit the residents of West Chester. Due to the complexity of Governmental Aggregation, the Township has a valid contract with Dynegy Energy Services (East), LLC, ("DES") to provide retail electric generation service for the township's Governmental Aggregation program. DES currently provides competitive retail electric generation service throughout Ohio as a PUCO certified CRES provider (PUCO Case No. 04-1323; Certificate No. 04-124E(6)).

Under the terms of the contract, DES will provide services necessary to administer and support the Governmental Aggregation program. DES has extensive experience with community-based aggregation and endorsement programs. DES's employees are experienced with the governmental aggregation process, including customer enrollments and the opt-out process. DES has contracted with TCS United to provide a 24x7 call center to support DES's customer programs, including West Chester Township's Governmental Aggregation program. Through its call center, DES will respond to any customer inquiries or complaints regarding the electricity and aggregation services for the residents of West Chester Township who participate in the program. The township will respond to all other questions regarding its Governmental Aggregation program.

DES will use Duke Energy Ohio, the local electric distribution utility, for billing services. In addition, as permitted by Ohio Administrative Code § 4901:1-21-16(G), West Chester Township has selected DES to perform certain functions as its agent, including submitting certain filings with the PUCO and assisting West Chester Township in its compliance with the rules adopted pursuant to section 4928.10 of the Ohio Revised Code, although the applicant remains responsible for compliance with all applicable laws and rules as provided by Ohio Administrative Code § 4901:1-21-16(G).

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

**Commission of Ohio Docketing Information System on**

**2/4/2016 4:46:13 PM**

**in**

**Case No(s). 16-0295-EL-GAG**

Summary: Application - West Chester Township's Application for Certification as an Electric Governmental Aggregator electronically filed by Mr. David F. Proano on behalf of Dynegy Energy Services (East), LLC