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April 7, 2017

Ms. Barcy F. McNeal  
Docketing Division  
Public Utilities Commission of Ohio  
180 East Broad Street, 11<sup>th</sup> Floor  
Columbus, OH 43215-3793

**Re: Anderson Township: Case No. 17-0468-EL-GAG**

Dear Ms. McNeal:

Please find attached the Opt-Out Aggregation Notice that will be sent to all eligible residential and commercial customers in Anderson Township, Ohio, on or after April 18, 2017, with the opt-out period ending twenty-one (21) days thereafter.

Our client, Anderson Township, is being provided electric supply by Dynegy Energy Services (East), LLC. We are filing the attached notice on behalf of Anderson Township in accordance with O.A.C. Section 4901:1-21-16(G).

Please let me know if you have any questions regarding this matter.

Sincerely,

Brenda G. Coffey

Enclosure



Anderson Township



## Anderson Township Electric Aggregation Program

<<insert customer name>>  
mark date>>  
<<insert customer address>>

<<post

Dear Anderson Township Residents and Businesses,

Anderson Township is offering you an opportunity to participate in the Anderson Township Electric Aggregation Program (Program), an electric governmental aggregation program. Anderson Township voters previously authorized the Township to form a governmental aggregation program and negotiate favorable electric supply prices for eligible residences and businesses. The Township recently selected Dynegy as the Program electricity supplier through your June 2020 meter read. Both the Township and Dynegy are certified by the Public Utilities Commission of Ohio 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 **May 8, 2017**.

### Program details:

- **Fixed Electricity Price** of 5.39¢ per kWh through your June 2020 meter reading.
- **No cancellation fee at any time!**
- No changes in your billing; you will receive one bill from Duke Energy Ohio (Duke) and Duke will continue to deliver your electricity, maintain the electric lines and respond to emergencies.
- **Renewable Energy Option Available:** Uses 100% Renewable Energy – 5.49¢/kWh through your June 2020 meter reading. *Note for the renewable energy price, you'll need to call Dynegy (888-682-2170) to enroll in this option.*

### Program Enrollment

If you do not opt-out of the Program, after your enrollment is finalized, Duke will send you a letter confirming your enrollment in the Program and informing you of your ability to cancel your enrollment at any time with no penalty.

### How to Opt-Out

If you do not wish to participate in the Program, you must opt-out no later than **May 8, 2017**. You can do this by completing and returning the reply card below or calling Dynegy toll-free at 888-682-2170.

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 Dynegy. If you are enrolled in the Program, you may cancel your agreement at any time at no charge by providing notice to Dynegy. 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 your utility (Duke) under its standard service offer or until you choose an alternative supplier of electric service. If you are enrolled in the Program and later 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 Dynegy at [DynegyCustomerService@dynegy.com](mailto:DynegyCustomerService@dynegy.com) or call 888-682-2170. Please see the enclosed Terms and Conditions for full Program details.

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**Community: Anderson Township**

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

**This opt out must be post marked by May 8, 2017** and mailed to Dynegy, 312 Walnut Street, Suite 1500, Cincinnati OH 45202.

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

**Customer Name** \_\_\_\_\_ **Account Number** <<Account Number>>

**Service Address**

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

## Dynegy Energy Services (East), LLC

### Residential and Small Commercial Electric Supply Agreement Terms and Conditions

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

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

**3. Price and Initial Term** – The price for electricity (Price) will be \$0.0539 per kWh through your June 2020 meter read date (Initial Term). Electricity service under this Agreement will begin with the next available meter read date after DES and Customer's electric utility process Customer's enrollment in the Anderson Township Electric Aggregation Program (Program). In addition to delivering electricity, Customer's electric utility will continue to read Customer's meter, bill the Customer and respond to any outages. If Customer switches back to Customer's electric utility for any reason, Customer may or may not be served under the same rates, terms, and conditions that apply to other customers served by the electric utility. The electric utility may charge switching fees to the Customer. The Price includes electricity broker fees, but does not include any applicable taxes or fees or charges from the Customer's electric utility. If DES wishes to lower the Price due to a change in market conditions, DES may do so without Customer's consent provided there are no other changes to the terms and conditions of this Agreement.

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

**5. Billing and Payment** – The charges for electricity provided by DES and delivered by your electric utility 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 of Customer's electric utility. Customer agrees to accept the measurements as determined by Customer's electric utility for purposes of accounting for the amount of electricity provided by DES under this Agreement. Though DES does not offer budget billing for the electricity provided, the customer may contact the Customer's electric utility to enroll in the utility budget billing program, if applicable. Customer has the right to request from DES, twice within a twelve-month period without charge, up to twenty-four months of the Customer's payment history. The failure to pay electric utility charges may result in Customer being disconnected from service in accordance with the Customer's electric utility tariff.

**6. Customer Cancellation or Termination of the Agreement** – Customer's electric utility will send Customer a notice confirming the switch to DES for the purchase of 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. If Customer terminates this Agreement after the seven-day cancellation period and before the end of the Initial Term, Customer will be charged no early termination fee. There is no fee for early termination during any renewal term.

## **Dynegy Energy Services (East), LLC**

### **Residential and Small Commercial Electric Supply Agreement Terms and Conditions**

**7. DES Termination of the Agreement** – DES may terminate this Agreement by giving Customer written notice of at least 14 calendar days if the Customer fails to make any payments under this Agreement or fails to meet any agreed-upon payment arrangements. DES may also terminate this Agreement by giving Customer written notice if any Force Majeure Event (See Section 13 of this Agreement), as defined below, physically prevents or legally prohibits DES from performing under the terms of this Agreement.

Upon termination of this Agreement, Customer will return to Customer's electric utility for the purchase of electricity unless Customer has selected another Competitive Retail Electric Service (CRES) provider. The effective date of any termination by Customer or DES will be the next available meter read date after expiration of any required notice period and processing by the electric utility and DES of the return of the Customer to the electric utility. Upon termination by any party for any reason, Customer will remain responsible for all charges for electricity through the date of termination.

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

**9. Assignment** – If Anderson Township (County of Hamilton), Ohio, acting by and through its Board of Township Trustees, has approved and consented to an assignment, subcontract or delegation by DES of all or any part of DES's rights and/or obligations under its electric supply agreement with the Township to be the exclusive electric supply provider for the Program, DES may assign, subcontract or delegate such rights and/or obligations under this Agreement without consent from Customer. Customer shall not assign its rights and/or obligations under this Agreement without the prior written consent of DES.

**10. Customer Information** – Customer authorizes DES to obtain any information from Customer's electric utility necessary for DES to perform this Agreement, including Customer's account name, account number, billing address, service address, telephone number, standard offer service type, meter readings, when charges hereunder are included on the electric utility's bill, and Customer's billing and payment information from Customer's electric utility. DES is prohibited from disclosing Customer's social security number and/or account number(s) without Customer's consent except for DES's own collections and credit reporting, participation in programs funded by the universal service fund pursuant to section 4928.52 of the Ohio Revised Code, or assigning a customer contract to another CRES provider.

**11. Dispute Resolution** – If Customer has a billing or other dispute involving this Agreement, Customer may contact DES at the telephone number, e-mail address or mailing address listed below. If your complaint is not resolved after you have called DES, its permitted assignee, 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>.

## **Dynegy Energy Services (East), LLC**

### **Residential and Small Commercial Electric Supply Agreement Terms and Conditions**

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

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

**14. REGULATORY OUT** - Changes to laws, regulations, rules, decisions, entries, findings, or orders governing the generation, transmission, or sale of electricity may be made by different entities, including state agencies and regulatory bodies such as the Public Utilities Commission of Ohio (PUCO), federal agencies and regulatory bodies such as the Federal Energy Regulatory Commission (FERC), and Regional Transmission Organizations (RTO) that operate multi-state regional electric transmission systems such as PJM Interconnection LLC (PJM), the RTO that operates the regional electric transmission system in a multi-state region that includes Ohio. Such changes may include, without limitation, new, revised, altered, amended, or reinterpreted laws, regulations, rules, decisions, entries, findings, or orders relating to (i) the generation of electricity, (ii) the availability and reliability of electricity supply resources (including, without limitation, capacity), (iii) the reliability of the electricity grid, (iv) the transmission or delivery of electricity, and (v) the sale or marketing of wholesale and retail electricity (collectively, Regulatory Events). DES has no control over Regulatory Events. If any Regulatory Event makes this Agreement uneconomic or unprofitable for DES, Customer agrees that DES may 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 855-326-0520. 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, LLC, Attn: Customer Care, 312 Walnut Street, Suite 1500, Cincinnati, OH 45202. Customer may also visit Dynegy's website at <https://www.dynegy.com/electric-supplier>.

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

**Commission of Ohio Docketing Information System on**

**4/7/2017 3:55:52 PM**

**in**

**Case No(s). 17-0468-EL-GAG**

Summary: Opt-Out Notice electronically filed by Ms. Brenda G Coffey on behalf of Anderson Township