



## Public Utilities Commission

Original GAG Case Number	Version
16- 562 -EL-GAG	August 2004

### RENEWAL APPLICATION FOR ELECTRIC GOVERNMENTAL AGGREGATORS

Please print or type all required information. Identify all attachments with an exhibit label and title (Example: Exhibit A-4 Opt-Out Form). All attachments should bear the legal name of the Applicant and should be included on the electronic copy provided. Applicants should file completed applications and all related correspondence with: Public Utilities Commission of Ohio, Docketing Division, 180 East Broad Street, Columbus, OH 43215-3793.

**This PDF form is designed so that you may input information directly onto the form.  
You may also download the form, by saving it to your local disk, for later use.**

#### A. RENEWAL INFORMATION

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

Legal Name Clearcreek Township (Warren Co), Ohio  
Address 7593 Bunnell Hill Road, Springboro, OH 45066  
PUCO Certificate # and Date Certified 16-0562-EL-GAG 4/12/2016  
Telephone # (937) 748-1267 Web site address (if any) clearcreektownship.com

##### A-2 Exhibit A-2 "Authorizing Ordinance" provide a copy of the ordinance or resolution authorizing the formation of a governmental aggregation program adopted pursuant to Section 4928.20(A) of the Revised Code.

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

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

A-4 **Exhibit A-4 Automatic Aggregation Disclosure-“Opt-out Form”** provide a copy of the disclosures/”opt-out” required by Section 4928.20(D) of the Revised Code, if its aggregation program provides for automatic aggregation in accordance with Section 4928.20(A) of the Revised Code. If the opt-out is in draft form, docket the final opt-out (including beginning and ending dates of the 21-day -out period and the selected CRES supplier) with the Commission within 10 days prior to providing or offering service. See #12 in the attached Affidavit .

A-5 **Contact person for regulatory or emergency matters**

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

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

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

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

Customer Service address 312 Walnut St, Suite 1500, Cincinnati, OH 45202  
Toll-free Telephone # (877) 331-3045 Fax # (513) 629-5630  
E-mail address dynegyenergyservicesohio@dynegy

Scott Clark, Township Administrator  
Signature of Applicant & Title

Sworn and subscribed before me this 21<sup>st</sup> day of Feb, 2017  
Month Year



Diane Rothenberger  
Signature of official  
**DIANE ROTHENBERGER**  
Notary Public  
In and for the State of Ohio  
My Commission Expires  
November 28, 2020

DIANE ROTHENBERGER  
Print Name and Title  
NOTARY PUBLIC

NOV 28, 2020



# AFFIDAVIT

State of Ohio :

Clearcreek Township  
ss.  
(Town)

County of Warren :

Matthew Clark, Affiant, being duly sworn/affirmed according to law, deposes and says that:

He/She is the Township Administrator (Office of Affiant) of Clearcreek 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 renewal are true and complete and that it will amend its application while the application is pending if any substantial changes occur regarding the information provided in the application.
2. The Applicant herein, attests it will timely file an annual report with the Public Utilities Commission of Ohio of its intrastate gross receipts, gross earnings, and sales of kilowatt-hours of electricity pursuant to Division (A) of Section 4905.10, Division (A) of Section 4911.18, and Division (F) of Section 4928.06 of the Revised Code.
3. The Applicant herein, attests that it will timely pay any assessments made pursuant to Sections 4905.10, 4911.18, or Division F of Section 4928.06 of the Revised Code.
4. The Applicant herein, attests that it will comply with all Public Utilities Commission of Ohio rules or orders as adopted pursuant to Chapter 4928 of the Revised Code.
5. The Applicant herein, attests that it will cooperate fully with the Public Utilities Commission of Ohio, and its Staff on any utility matter including the investigation of any consumer complaint regarding any service offered or provided by the Applicant.
6. The Applicant herein, attests that it will fully comply with Section 4928.09 of the Revised Code regarding consent to the jurisdiction of Ohio Courts and the service of process.
7. The Applicant herein, attests that it will comply with all state and/or federal rules and regulations concerning consumer protection, the environment, and advertising/promotions.
8. The Applicant herein, attests that it will use its best efforts to verify that any entity with whom it has a contractual relationship to purchase power is in compliance with all applicable licensing requirements of the Federal Energy Regulatory Commission and the Public Utilities Commission of Ohio.
9. The Applicant herein, attests that it will cooperate fully with the Public Utilities Commission of Ohio, the electric distribution companies, the regional transmission entities, and other electric suppliers in the event of an emergency condition that may jeopardize the safety and reliability of the electric service in accordance with the emergency plans and other procedures as may be determined appropriate by the Commission.
10. If applicable to the service(s) the Applicant will provide, the Applicant herein, attests that it will adhere to the reliability standards of (1) the North American Electric Reliability Council (NERC), (2) the appropriate regional reliability council(s), and (3) the Public Utilities Commission of Ohio. (Only applicable if pertains to the services the Applicant is offering)

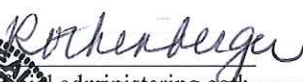
11. The Applicant herein, attests that it will inform the Commission of any material change to the information supplied in the renewal application within 30 days of such material change, including any change in contact person for regulatory purposes or contact person for Staff use in investigating customer complaints.
12. The Applicant herein, attests that if the opt-out is in draft form, the Applicant will docket the final opt-out (including beginning and ending dates of the 21-day -out period and the selected CRES supplier) with the Commission within 10 days prior to providing or offering service.

That the facts above set forth are true and correct to the best of his/her knowledge, information, and belief and that he/she expects said Applicant to be able to prove the same at any hearing hereof.

 Township Administrator  
Signature of Affiant & Title

Sworn and subscribed before me this 21<sup>st</sup> day of Feb, 2017  
Month Year



  
**DIANE ROTHENBERGER**  
**Notary Public**  
**In and for the State of Ohio**  
**My Commission Expires on**  
**November 28, 2020**

DIANE ROTHENBERGER  
Print Name and Title

Nov 28, 2020

**Clearcreek Township (Warren County), Ohio**  
**Electric Governmental Aggregation Certification**

**Exhibit A-2**

**Authorization Ordinance**



## RECORD OF RESOLUTIONS

BARRETT BROTHERS, PUBLISHERS, SPRINGFIELD, OHIO

Form 6301

Resolution No. 4722 Passed June 22, 2015

### CLEARCREEK TOWNSHIP WARREN COUNTY, OHIO

#### **A RESOLUTION AUTHORIZING ALL ACTIONS NECESSARY TO EFFECT A GOVERNMENTAL ELECTRIC PROGRAM WITH OPT-OUT PROVISIONS PURSUANT TO SECTION 4928.20, OHIO REVISED CODE, DIRECTING THE WARREN COUNTY BOARD OF ELECTIONS TO SUBMIT A BALLOT QUESTION TO THE ELECTORS**

**WHEREAS**, the General Assembly has enacted electric deregulation legislation which authorizes the legislative authorities of municipal corporations, townships and counties to aggregate automatically, pursuant to Section 4928.20 of the Ohio Revised Code, subject to opt-out provisions, the retail electric loads located in the respective jurisdictions and to enter into service agreements to facilitate for those loads the purchase and sale of electric; and

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

**WHEREAS**, governmental aggregation provides an opportunity for residential and small business customers collectively to participate in the potential benefits of electric 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 of the Ohio Revised Code, ("the Aggregation Program"), for the residents, businesses, and other electric consumers in the Township and in conjunction jointly with any other municipal corporation, township, county or other political subdivision of the State of Ohio, as permitted by law; and

**WHEREAS**, this Board of Trustees desires to proceed with the submission of the question to the electors of the Township.

#### **NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE OF CLEARCREEK TOWNSHIP, STATE OF OHIO:**

**SECTION 1.** This Board of Trustees finds and determines that it is in the best interest of the Township, its residents, businesses, and other electric consumers located within the corporate limits of Clearcreek Township to establish the Aggregation Program in Clearcreek Township.

**SECTION 2.** Provided that the Aggregation Program is approved by the electors of the Township pursuant to Section four of this Resolution, the Township is hereby authorized to aggregate automatically in accordance with Section 4928.20 of the Ohio Revised Code, competitive retail electric service for the retail electric loads located within the Township, and, for that purpose, to enter into service agreements to facilitate the sale and purchase of the service for the retail municipal corporation, township or county of the State of Ohio to the fullest extent permitted by law.

**SECTION 3.** 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 pursuant to Subsection (D) of Section 4928.20 described in Section five of this Resolution.

**SECTION 4.** The Board of Elections of Warren County, Ohio, is hereby directed to submit the following question to the electors of Clearcreek Township at the next general election on November 3, 2015. The Aggregation Program shall not take effect unless approved by the majority of the electors voting upon this issue at the election held pursuant to this

# RECORD OF RESOLUTIONS

BARRETT BROTHERS, PUBLISHERS, SPRINGFIELD, OHIO

Form 6301

Resolution No. 4722 - Page 2

Passed \_\_\_\_\_

Resolution and Section 4928.20 of the Ohio Revised Code. The form of the ballot to be used in the November 3, 2015, general election shall be substantially as follows:

## PROPOSED ELECTRIC AGGREGATION PROGRAM

### CLEARCREEK TOWNSHIP

A majority affirmative vote is necessary for passage.

Shall Clearcreek Township have the authority to aggregate automatically in accordance with Section 4928.20 of the Ohio Revised Code, and subject to the opt-out requirements of Subsection (D) of Section 4928.20, the retail electric loads located within the Township, and, for that purpose, enter into service agreements to facilitate the sale and purchase of the service for the electric loads, such aggregation to occur automatically except where any person elects to opt-out?

### FOR THE ELECTRIC AGGREGATION PROPOSAL

### AGAINST THE ELECTRIC AGGREGATION PROPOSAL

**SECTION 5.** The Fiscal Officer is instructed 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 ninety (90) days prior to November 3, 2015. 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 Section four and Section 4928.20 of the Ohio Revised Code.

**SECTION 6.** Upon the approval of a majority of the electors voting at the election provided in Section four of this Resolution, this Board of Trustees individually or jointly with any other political subdivision, shall develop a plan of operation and governance for the Aggregation Program. Before adopting such plan, this 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 electric 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 or any other penalty as set forth in Rule 4901:1-28-04 of the Ohio Administrative Code. Any such person who opts out of the aggregation pursuant to the stated procedure shall default to the electric service company providing distribution service for the person's retail electric service load, until the person chooses an alternative supplier.

**SECTION 7.** This Board of Trustees finds and determines 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 8.** This Resolution is declared to be immediately effective in order that a certified copy of this Resolution and the proposed form of the ballot question be filed with the Board of Elections of Warren County not later than ninety (90) days prior to the November 3,

## BARNETT BROTHERS, PUBLISHERS, SPRINGFIELD, OHIO

Form 6301

*Passed*

Mr. Baird moved to adopt the foregoing Resolution. Mr. Baird seconded the motion and upon the call of the roll the following vote resulted:

Mr. Wade - Yea  
Mr. Gabbard - Yea  
Mr. Muterspaw - Absent

**THE BOARD OF  
CLEARCREEK TOWNSHIP TRUSTEES**

**Law Director Bryan Pacheco**  
**Approved as to form**

*E. I. Wachs*



PUBLIC NOTICE:

PUBLIC HEARING ON CLEARCREEK TOWNSHIP, WARREN COUNTY, OHIO ELECTRIC AGGREGATION  
PROGRAM PLAN OF OPERATION AND GOVERNANCE

The Board of Trustees of Clearcreek Township, Warren County, Ohio will hold two public hearings on the Township's Electric Aggregation Program Plan of Operation and Governance. The hearings will be held at 3:00 pm and 6:00 pm on February 3, 2016. Both hearings will take place at the Clearcreek Township Government Center Board Meeting Room located at 7593 Bunnell Hill Road, Springboro, Ohio 45066.

On November 3, 2015, Clearcreek Township voters passed Electric Aggregation which authorizes the Township to form a governmental electric aggregation program for the purchase of electricity on behalf of the Township residents. The Township shall submit its Plan of Operation and Governance to the Public Utilities Commission pursuant to PUCO Regulation and Ohio law. The Township shall develop an opt-out aggregation program following the procedures set forth in Ohio Revised Code Section 4928.20.

Subject to the final approval of the Board of Clearcreek Township Trustees, the Township will enter into an Electric Supply Agreement with the selected supplier. The Electric Supply Agreement may provide a fixed rate, a capped rate or a variable rate for eligible customers that provide more price certainty and stability than the rates currently offered by the electric utility company. The offer is scheduled to begin on or before June 2016 and is anticipated to be for a 1, 2 or 3 year term.

All eligible customers (the utility customers) to be included in the Township's aggregate will be included unless they opt out. All customers eligible to be included in the Township's aggregate will receive a mailing notifying them of their right to opt out. The Notice will fully explain the rates, terms and conditions, and general information regarding the Program. If a customer does not wish to be included in the program, the customer will have 21 days to opt out of the program free of charge by returning an enclosed post card, visiting the supplier's website for the Township or calling a toll free telephone number.

New customers moving into the Township will be included in the aggregate unless they exercise their right to opt out of the aggregate. Customers moving within the Township will retain their status at the original rate.

Aggregate customers will continue to receive one bill from their electric utility company.

Immediate questions please contact Jack Cameron, Township Administrator, at (937) 514-7398 or email [jack.cameron@clearcreektownship.com](mailto:jack.cameron@clearcreektownship.com).

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**CLEARCREEK TOWNSHIP, WARREN COUNTY, OHIO**

**PLAN OF OPERATION AND GOVERNANCE**

**ELECTRIC GOVERNMENTAL AGGREGATION**

**For More Information Contact:**

Clearcreek Township, Warren County, Ohio  
Administration Building  
7593 Bunnell Hill Road  
Springboro, OH 45066  
937-748-1267

## CLEARCREEK TOWNSHIP, WARREN COUNTY, OHIO

### PLAN OF OPERATION AND GOVERNANCE

#### Electric Governmental Aggregation

**Introduction.** On November 3, 2015, majority of the voters in Clearcreek Township, Warren County, Ohio approved a referendum that authorized Clearcreek Township ("the Township") to pursue Automatic Governmental Aggregation. After the Township held two public hearings on the matter, Township approved this Plan of Operation and Governance as prescribed by Section 4928.20(C) of the Ohio Revised Code. The Township has developed this Plan of Operation and Governance ("Plan of Operation") in accordance with the governmental aggregation provisions in Sections 4901:1-21-16 Ohio Administrative Code. Once certified as a Governmental Aggregator, the Township will be authorized to combine multiple retail electric customer loads within its geographic boundaries (the "Aggregation") for the purpose of facilitating the purchase of electric supply in Ohio's competitive retail electric market.

**Governmental Aggregation Services.** The Township, as a Governmental Aggregator, will serve as purchasing agent for the Aggregation. As purchasing agent, the Governmental Aggregator shall (i) select a Competitive Retail Electric Service Provider ("Provider") to supply the Aggregation, (ii) negotiate the terms of supply between the Provider and each Aggregation participant, and (iii) oversee the enrollment procedures administered by the Provider.

**The Contract.** The supply contract negotiated by the Governmental Aggregator for the Aggregation (the "Contract") shall be for firm, full-requirements supply. Each Aggregation participant will be individually bound to the Provider by the terms of the Contract, and will be solely responsible for payment and performance. The electric supply charges for the Aggregation are included in the Contract that will be negotiated by the Governmental Aggregator. The electric supply charges will take the form of a fixed price charge. All electric supply charges will be fully and prominently disclosed in consumer enrollment materials (such as the Opt-out Notice), available on the Provider's website, and available by calling the Provider's toll free customer service telephone number. The surcharge authorized under Section 4928:20 will not be charged.

**Eligibility, Opt-out Disclosures, and Pooling Accounts.** Section 4901:1-21-06 of the Ohio Administrative Code requires Duke Energy-Ohio or DP&L, Inc., the local electric distribution utility (the "Utility") to use its best efforts to provide the Governmental Aggregator with an account list of eligible customers, including the names, account numbers, and service and mailing addresses for all eligible customers residing within the Governmental Aggregator's boundaries. The following customers are not eligible: customers already under contract with a certified electric services company; customers that have a special contract with the Utility; customers that are not located within the Governmental Aggregator's boundaries; customers on the Percentage of Income Payment Plan (PIPP), customers that have past due amounts owing to the Utility, and mercantile customers. In addition, the Township intends to include in the Aggregation only those residential and non-mercantile customers with a demand of less than 200 KW and a load profile consistent with ordinary residential and small commercial use. Using this list of eligible accounts, the Provider,

with the assistance of the Governmental Aggregator, will review the list to verify that the eligible accounts are located within the geographic boundaries of the Township and that an area within the Township boundaries has not been inadvertently filtered from the list. The Provider will also remove from the eligible list those customers who appear on the "do not aggregate" list as stated under division (c) of Section 4928.21 of the Revised Code. Finally the Provider will reduce the list by removing those accounts in rate classes that indicate (i) a higher demand than targeted for the Aggregation or (ii) a usage profile that is not consistent with ordinary residential and small commercial use.

Within thirty (30) days of receipt of the list from the utility, the Provider, with assistance from the Governmental Aggregator, will prepare and mail an "Opt-out Notice" to each account that remains on the eligible list after it has been reduced as noted above. The Opt-out Notice will inform the eligible account holder that the Governmental Aggregator has formed an automatic (or "Opt-out") aggregation, provide the price for the electric supply to the Aggregation and other terms and conditions of service, and explain how the account holder can decline participation in the Aggregation. If the Township determines the Aggregation participants should not purchase stand-by service from the Utility, that fact would be prominently disclosed in the Opt-out Notice with a description of how it would impact the Aggregation participants.

As required by 4901:1-21-17 of the Ohio Administrative Code, the Opt-out Notice will indicate that the account holder has twenty-one (21) days to affirmatively respond by telephoning a toll-free number or returning a postcard to the Provider that is included in the Opt-out Notice.

The Provider will receive all Opt-out requests and any Opt-out Notices that were undeliverable by mail, and will remove those accounts from the eligible account list. Upon completion of the twenty-one (21) day Opt-out period, the Provider will notify the Utility of the remaining accounts that will form the Aggregation, and through an electronic data interchange transaction, enroll the Aggregation. Upon enrollment, each participant will receive an enrollment notice from the Utility that will indicate that the enrollee may rescind its participation in the Aggregation by contacting the Utility within seven (7) calendar days.

In addition to the initial twenty-one (21) day Opt-out period, each participant will be provided an opportunity to opt-out every three years without paying an early termination fee.

**Billing.** Aggregation participants will receive a single, monthly bill from the Utility, which will include charges from the Provider for its electric supply, as well as the Utility distribution charges. Aggregation participants will be billed according to their Utility billing cycle. In order to maintain flexibility for Aggregation participants to return to Utility service on a full requirements basis without paying additional charges to the Utility or being subject to market-based rates Aggregation participants will be billed by the Utility for stand-by service within the meaning of division (B)(2)(d) of section 4928.143 of the Revised Code.

**Credit, Collections and Deposits.** The Utility's credit and collection policy and policies regarding deposits will apply to the Aggregation participants and shall be administered by the Utility. Neither the Governmental Aggregator, nor the Provider will implement additional policies with respect to credit, deposits and collections.



**Concerns and Complaints.** Aggregation participants will have multiple means of communicating concerns and reporting complaints. As a general rule, concerns regarding service reliability and billing should be directed to the Utility. The Utility will continue to read meters, handle billing, and generally have the most information about the physical service to a location or account. Questions regarding the administration of the Aggregation should be directed to the Provider. The Provider's customer service center will, at a minimum, be available by telephone Monday through Friday between the hours of 8:00 am to 7:00 pm ET. Any unresolved disputes should be directed to the Public Utilities Commission of Ohio and/or the Ohio Consumers Council. As a convenience, below is a list of helpful toll free telephone numbers.

<u>Nature of Complaint</u>	<u>Contact</u>	<u>Phone Number</u>
Outages/Emergencies	Duke Energy Ohio DP&L	1-800-634-4300 1-877-468-8243
Service turn on/off	Duke Energy Ohio DP&L	1-800-544-6900 1-800-433-8500
Billing Disputes	Duke Energy Ohio DP&L	1-800-544-6900 1-800-433-8500
Price/Joining/Leaving Program	Provider Customer Service	TBD
Program Regulatory Questions	Provider Customer Service	TBD
Unresolved Disputes	Public Utilities Commission	1-800-686-7826
Unresolved Disputes	Ohio Consumers Council	1-877-742-5622

The Provider will attempt to resolve all customer complaints in a timely and good faith manner. The Provider shall investigate and provide a status report to the customer when the complaint is made directly to them and/or the Township within three (3) business days following the Provider's receipt of the complaint. Or in the case of a Public Utilities Commission of Ohio ("PUCO") complaint the Provider will investigate and provide a status report to the customer and PUCO staff within three (3) business days following Provider's receipt of the complaint. If an investigation into a complaint received from the customer or a complaint referred by the PUCO is not completed within ten (10) business days, then a status report will be given to the customer, and, if applicable, the PUCO. These status reports will be given every three (3) business days until the investigation is complete, unless the action that must be taken takes longer than three (3) business days and the customer has been notified. Final results of a PUCO-referred complaint will be provided to the PUCO either orally (phone) or in writing (e-mail, written correspondence), no later than three (3) business days after the investigation is completed. The final results will be provided in writing to the customer no later than three (3) business days after the investigation is completed. Customers retain the right to contact the PUCO regarding complaints and disputes. All customers have the right to contact the PUCO by writing to Public Utilities Commission of Ohio, ATTN: IAD, 180 E. Broad St., Columbus, OH 43215-3793; by fax to (614) 752-8351; through their website at [www.puc.state.oh.us](http://www.puc.state.oh.us) or by calling toll free (800) 686-7826 (VOICE) or 7-1-1 (TTY-TDD). Records of customer complaints will be retained for two (2) years after the occurrence of the complaint. A copy of the complaint record will be provided to the PUCO within three (3) business days, if requested.

**Moving within the Township.** Aggregation participants who move from one location to another within the Township boundaries and retains the same account number, will remain an Aggregation participant and will receive the same price they would have received if their location had not moved.

An Aggregation participant who moves from one location to another within the Township boundaries and is assigned a new account number may enroll their new account in the Aggregation and receive the same price as they would have received if their location had not moved, provided the new account is eligible for Aggregation. An Aggregation participant who moves within the Township and receives a new account number may be dropped from the Aggregation by the Utility, but they will not be charged an early termination fee from the Provider. If a participant is dropped from the Aggregation due to a move within the Township, the participant must contact the Provider to be re-enrolled within 60 days of being dropped.

**Moving outside of the Township.** An Aggregation participant who moves out of the Township boundaries will no longer be eligible to participate in the Aggregation, but they will not be charged an early termination fee from the Provider.

**Enrolling after the Opt-out Period.** Residential and small business accounts located within the Township's boundaries that were initially eligible to join the Aggregation but chose to opt-out of the Aggregation, or otherwise weren't included in the Aggregation, may join the Aggregation after the expiration of the initial Opt-Out Period by contacting the Provider. The rate for those joining the Aggregation after the expiration of the Opt-out Period may be different from the rate negotiated for the Aggregation by the Government Aggregator.

If the Provider is able to offer to newly eligible customers the same price that is provided to the current Aggregation participants, the Provider may refresh the Aggregation by providing those who move into the Township the opportunity to be included automatically, rather than waiting until the next pricing term of the Contract. The process for refreshing the Aggregation with new enrollments would follow the process noted above for determining eligibility, providing Opt-out Notices, and pooling the accounts. (Current Aggregation participants and those who previously declined participation would not receive the Opt-out Notice intended only for newly eligible customers.)

# RECORD OF RESOLUTIONS

BARCLAY BROTHERS, PUBLISHERS, SPRINGFIELD, OHIO

Form 5301

Resolution No. 4798

Passed February 8

2016

## CLEARCREEK TOWNSHIP WARREN COUNTY, OHIO

### RESOLUTION TO ADOPT A PLAN OF OPERATION AND GOVERNANCE FOR ELECTRIC GOVERNMENTAL AGGREGATION

**WHEREAS**, the Board of Clearcreek Township Trustees, Warren County, Ohio ("Board") has developed an Electric Aggregation Program Plan of Operation and Governance ("Plan of Operation") in accordance with the governmental aggregation provisions of Sections 4901 and 4928.20 of the Ohio Revised Code and the Rules for Formation and Operation of Electric Governmental Aggregations; and

**WHEREAS**, Clearcreek Township's electric aggregation program will aggregate the retail electric load of residents and businesses that are eligible to participate in the Duke Energy-Ohio Energy Choice program and Dayton Power and Light Energy program for the purpose of negotiating for competitive retail electric supply at favorable rates; and

**WHEREAS**, Clearcreek Township now intends to file for certification as a Governmental Aggregator, which requires that the Board of Township Trustees first adopt its Plan of Operation and Governance; and

**WHEREAS**, the Board has determined this Resolution is in the best interest of the Township's residents and promotes the general welfare of said citizenry.

**NOW THEREFORE, BE IT RESOLVED** by the Board of Clearcreek Township Trustees, Warren County, State of Ohio:

**SECTION I.** The Board of Clearcreek Township Trustees, Warren County, Ohio adopts and approves a Plan of Operations and Governance as regards Electric Governmental Aggregation as attached hereto.

**SECTION II.** All prior Resolutions and parts of Resolutions which conflict with the provision of this resolution are hereby repealed to the extent that they are in conflict herewith.

**SECTION III.** That this Board hereby finds and determines that all formal actions relative to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of its committees which resulted in formal action were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

**SECTION IV:** Notice of the adoption of this Resolution shall be given once by publishing the title of the Resolution in an abstract in Clearcreek Township, Warren County, Ohio.

**FURTHER, BE IT RESOLVED** that this Board, upon majority vote, does hereby dispense with the requirement that this Resolution be read on two separate days, and hereby authorizes the adoption of this Resolution upon its first reading.

**FURTHER, BE IT RESOLVED** that this Resolution shall be effective on the earliest date allowed by law.

# RECORD OF RESOLUTIONS

BARRETT BROTHERS, PERCHESSE, SPENCER, OHIO

Form 6391

Resolution No. \_\_\_\_\_

Passed \_\_\_\_\_

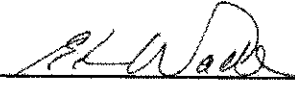
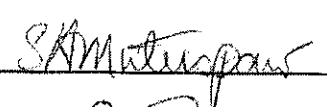

Mr. \_\_\_\_\_ moved to adopt the foregoing Resolution. Mr. \_\_\_\_\_ seconded the motion and upon the call of the roll the following vote resulted:

Mr. Wade -  
Mr. Gabbard -  
Mr. Muterspaw -

Resolution adopted at a regular public meeting conducted February 8, 2016.

**THE BOARD OF  
CLEARCREEK TOWNSHIP TRUSTEES**

**Law Director Bryan Pacheco  
Approved as to form**

  
\_\_\_\_\_  
  
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**Clearcreek Township (Warren County), Ohio**  
**Electric Governmental Aggregation Certification**

**Exhibit A-4**

**Automatic Aggregation Disclosure**

<<Clearcreek Township Logo>>



## Clearcreek Township Electric Aggregation Program

<<insert customer name>>  
<<insert customer address>>

<<post mark date>>

Dear Clearcreek Township Residents and Businesses,

Clearcreek Township is continuing to offer you an opportunity to save on your electric bill! 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 Dynergy as the programs electric supplier. Both Clearcreek Township and Dynergy are certified by the Public Utilities Commission to provide this service. As an eligible resident or business, you will automatically be enrolled in the program unless you choose to opt-out (not participate) by **MM DD, 20\_\_**.

### Program details:

- o **Fixed Electricity Price** of \$0.0xxx per kWh through your MM 20\_\_ meter reading
- o **One energy bill** from Duke Energy, your local utility.
- o **No cancellation fee at any time!**
- o Duke Energy continues to deliver your electricity and maintain the electric lines and respond to emergencies.

### Program Enrollment

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

### How to Opt-Out

If you do not wish to participate, you must opt-out no later than **MM DD, 20xx**. You can do this by completing and returning the reply card below or calling us 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 Dynergy. If you become part of the aggregation, you may cancel the agreement at any time at no charge by providing notice to Dynergy. 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 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. For questions, contact Dynergy at [DynergyCustomerService@dynergy.com](mailto:DynergyCustomerService@dynergy.com) or call 888-682-2170. Please see the enclosed Terms and Conditions for full program details.

Regards,

A handwritten signature in black ink, appearing to read 'Linda Ponikwia'.

Linda Ponikwia, Manager Mass Market

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☐ **Community: Clearcreek Township**

☐ Opt out of the Clearcreek 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 MM DD, 20\_\_** and mailed to Dynergy, 312 Walnut Street, Suite 1500, Cincinnati OH 45202  
Please fill out the required information in **bold**:

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

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

**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 remains responsible for the delivery of electricity to the Customer.

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

**3. Price and Initial Term** – The price for electricity (Price) will be \$0.0xxx per kWh through your MM 20\_\_ meter read date (Initial Term). Electricity service under this Agreement will begin with the next available meter read date after DES and Customer's electric utility process Customer's enrollment. In addition to delivering electricity, Customer's electric utility will continue to read Customer's meter, bill the Customer and respond to any outages. If Customer switches back to Customer's electric utility for any reason, Customer may or may not be served under the same rates, terms, and conditions that apply to other customers served by the electric utility. The electric utility may charge switching fees to the Customer. The Price includes 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 your community's program, your service from DES will commence with your next available meter reading after processing of enrollment by your electric utility, and will continue for the term as specified in the opt-out notification, ending on your meter read for the last month of service.

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

**6. Customer Cancellation or Termination of the Agreement** – Customer's electric utility will send Customer a notice confirming the switch to DES for electricity. **CUSTOMER MAY CANCEL THIS AGREEMENT WITHOUT PENALTY WITHIN SEVEN (7) CALENDAR DAYS OF THE POSTMARK ON THE ELECTRIC UTILITY'S CONFIRMATION NOTICE OF THE SWITCH TO DES BY CONTACTING CUSTOMER'S ELECTRIC UTILITY BY TELEPHONE OR IN WRITING IN ACCORDANCE WITH THE CANCELLATION INSTRUCTIONS ON THAT NOTICE.** After the seven-day cancellation period, Customer must contact DES to terminate this Agreement. 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. Customer may terminate this Agreement without penalty if Customer moves outside of DES's service area or into an area where DES charges a different price for electricity.

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

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

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

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

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

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

**11. Dispute Resolution** – If Customer has a billing or other dispute involving this Agreement, Customer may contact DES at the telephone number, e-mail address or mailing address listed below. If your complaint is not resolved after you have called your electric supplier and/or your electric utility, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio consumers' counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.pickocc.org>.

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

**13. Force Majeure** – If a Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement (the "Claiming Party") and gives notice and details of to the other Party as soon as practicable, then the Claiming Party shall be excused from the performance of its obligations under this Agreement (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). The Claiming Party shall remedy the Force Majeure with all reasonable dispatch. During the period excused by Force Majeure, the non-Claiming Party shall not be required to perform its obligations under this Agreement. "Force Majeure" shall mean an event or circumstance which prevents the Claiming Party from performing its obligations or causes delay in the Claiming Party's performance under this Agreement, which event or circumstance was not anticipated as of the date this Agreement was agreed to, which is not within the reasonable control of, or the result of



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

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.**

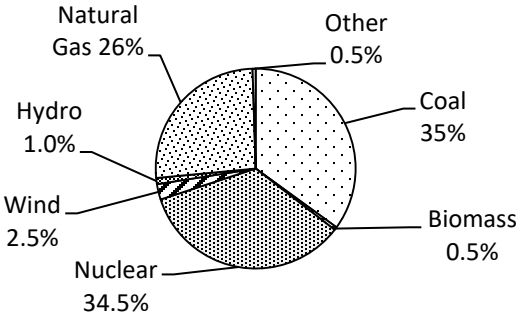
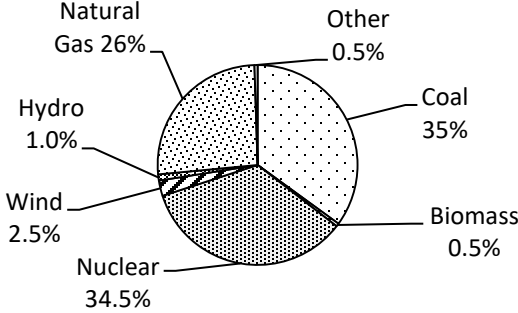
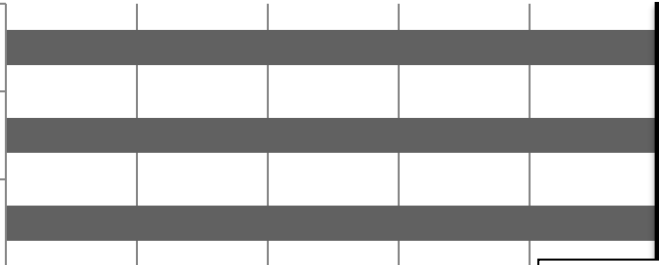
**Contact Information**

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>.

## Environmental Disclosure Information

### Dynegy Energy Services (East), LLC

#### Projected Data for the 2018 Calendar Year

<b>Generation Resource Mix -</b> A comparison between the sources of generation used to produce this product and the historic regional average supply mix.	<div><div><p><b>Supplier's Product</b></p></div><div><p><b>Regional</b></p></div></div>																					
<b>Environmental Characteristics--</b>  A description of the characteristics associated with each possible generation resource.	<table><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
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Wind Power	Wildlife Impacts																					
<b>Air Emissions –</b>  A comparison between the air emissions related to this product and the regional average air emissions.	<div><div><p>Carbon dioxide</p><p>Nitrogen oxides</p><p>Sulfur Dioxide</p></div><div><div>Regional Average</div></div></div>																					
<b>Radioactive Waste –</b>  Radioactive waste associated with the product.	<table><tr><th>Type:</th><th colspan="2">Quantity:</th></tr><tr><td>High-Level Radioactive Waste</td><td></td><td>Lbs./1,000 kWh</td></tr><tr><td>Low-Level Radioactive Waste</td><td></td><td>Ft³/1,000 kWh</td></tr></table>		Type:	Quantity:		High-Level Radioactive Waste		Lbs./1,000 kWh	Low-Level Radioactive Waste		Ft³/1,000 kWh											
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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.																						

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

**Commission of Ohio Docketing Information System on**

**3/8/2018 2:25:47 PM**

**in**

**Case No(s). 16-0562-EL-GAG**

Summary: Application Clearcreek Township (Warren Co.) Renewal Application for Electric  
Governmental Aggregators electronically filed by Kendall C Kash on behalf of Dynegy Energy  
Services (East), LLC