



Original GAG Case Number	Version
- -EL-GAG	

## 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 \_\_\_\_\_  
Address \_\_\_\_\_  
PUCO Certificate # and Date Certified \_\_\_\_\_  
Telephone # \_\_\_\_\_ Web site address (if any) \_\_\_\_\_

#### 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 Linda Ponikwia  
Title Manager Mass Market  
Business address Dynegy Energy Services, 312 Walnut St., Ste 1500, Cincinnati, OH 45202  
Telephone # (513) 762-8219 Fax # (513) 762-8394-6426  
E-mail address Linda.Ponikwia@dynegy.com

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

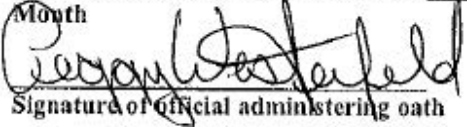
Name William Fleissner  
Title Manager Retail Operations  
Business address Dynegy Energy Services, 312 Walnut St., Ste 1500, Cincinnati, OH 45202  
Telephone # (513) 762-8225 Fax # (877) 213-6426  
E-mail address William.Fleissner@dynegy.com

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

Customer Service address 312 Walnut St., Ste 1500, Cincinnati, OH 45202  
Toll-free Telephone # (877) 331-3045 Fax # (877) 213-6426  
E-mail address DynegyEnergyServicesOhio@dynegy.com

  
Signature of Applicant & Title Visual Officer

Sworn and subscribed before me this 8<sup>th</sup> day of April, 2018  
Month

  
Signature of official administering oath

My commission expires on 9-23-2018



Peggy Westerfeld  
Notary Public, State of Ohio  
My Commission Expires 09-23-2018

# AFFIDAVIT

State of Ohio :

County of Hamilton

\_\_\_\_\_  
(Town) ss.

James L. Depp Affiant, being duly sworn/affirmed according to law, deposes and says that:

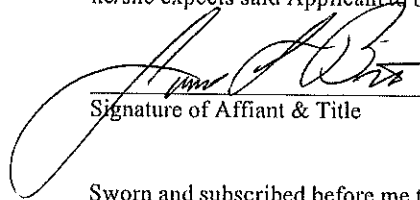
He/She is the Equal Officer (Office of Affiant) of Whitewater Township (Name of Applicant);

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

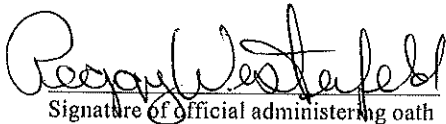
1. The Applicant herein, attests under penalty of false statement that all statements made in the application for certification renewal are true and complete and that it will amend its application while the application is pending if any substantial changes occur regarding the information provided in 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)

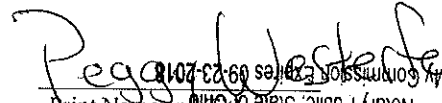
11. The Applicant herein, attests that it will inform the Commission of any material change to the information supplied in the renewal application within 30 days of such material change, including any change in contact person for regulatory purposes or contact person for Staff use in investigating customer 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.

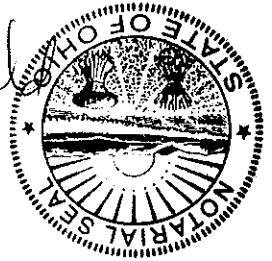
 *Financial Officer*  
Signature of Affiant & Title

Sworn and subscribed before me this 8<sup>th</sup> day of April, 2018  
Month Year

  
Signature of official administering oath

  
Print Name and Title  
Peggy Westfeld  
Notary Public, State of Ohio  
My Commission Expires 09-23-2018

My commission expires on 9-23-18



**EXHIBIT A–2**  
**Authorizing Ordinance**

**BOARD OF TRUSTEES  
WHITEWATER TOWNSHIP, HAMILTON COUNTY, OHIO**

**RESOLUTION #2015-14**

**A 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 Hamilton County Board of Election to  
Submit a Ballot Question to the Electors**

The Board of Trustees of Whitewater Township, Hamilton County, Ohio met in regular session on the 16<sup>th</sup> day of November 2015, at the Community Center in Whitewater Township with the following members present:

Hubert Brown	<u>PRESNT</u>
Doug King	<u>PRESNT</u>
Lawanda Corman	<u>PRESNT</u>

Trustee Brown moved for the adoption of the following resolution:

**Whereas**, the Ohio Legislature 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, competitive electric service for the retail electric loads located in the respective jurisdictions and to enter into service agreements to facilitate the sale and purchase of the service for the electricity loads; 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 electricity deregulation through lower electric rates which they would not otherwise be able to have individually; and

**Whereas**, this Board 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 municipal corporation, township, county or other political subdivision of the State of Ohio, as permitted by law.

**Now, Therefore, Be It Resolved** by the Board of Trustees of Whitewater Township, Hamilton County, Ohio:

**Section 1:** This Board finds and determines that it is in the best interest of Whitewater Township, its residents, businesses and other electric consumers located within the limits of Whitewater Township to establish the Aggregation Program in the Township. Provided that this Resolution and the Aggregation Program is approved by the electors of Whitewater Township pursuant to Section 2 of this Resolution, Whitewater Township is

hereby authorized to aggregate in accordance with Section 4928.20, Ohio Revised Code, the retail electrical loads located within Whitewater Township, and, for that purpose, to enter into service agreements to facilitate for those loads the sale and purchase of electricity. Whitewater Township may exercise such authority jointly with any other municipal corporation, township or county or other political subdivision of the State of Ohio to the full extent permitted by law. The aggregation will occur automatically for each person owning, occupying, controlling, or using an electric load center proposed to be aggregated and will provide for the opt-out rights described in Section 3 of this Resolution.

**Section 2:** The Board of Elections of Hamilton County is hereby directed to submit the following question to the electors of Whitewater Township at the primary election on March 15, 2016.

**“Shall the Township of Whitewater 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?”**

The Fiscal Officer of this Board 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 ninety (90) days prior to March 15, 2016. 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 of the Ohio Revised Code.

**SECTION 3.** Upon the approval of a majority of the electors voting at the election provided for in Section 2 of this Resolution, this Board 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 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 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 three 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. This Board finds and determines that all formal actions of this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board in accordance with Section 121.22 of the Ohio Revised Code, and that all deliberations of this Board and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

SECTION 5. This resolution is hereby declared to be an emergency measure for the health, safety, and welfare of the citizens of Whitewater Township and shall take effect immediately. The emergency is necessary in order to meet the filing deadline with the Hamilton County Board of Elections.

SECTION 6. Notice of the adoption of this Resolution shall be given once by publishing the title of the Resolution in an abstract prepared by the Administrator of Whitewater Township.

Trustee CORMAN seconded the motion, and the roll was called on the question of its adoption. The vote was as follows:

Adopted: 11-16-2015

Hubert Brown YEA  
Trustee: Hubert Brown, President

Doug King YEA  
Trustee: Doug King, Vice President

Attest:

Timothy McDonald  
Fiscal Officer: Timothy McDonald

Lawanda Corman YEA  
Trustee: Lawanda Corman



# **CERTIFICATE OF RESULT OF ELECTION ON QUESTION OR ISSUE**

Revised Code, Section 3501.11

State of Ohio

County of

HAMILTONHAMILTON

County hereby

certifies that at the election held in the Township of Whitewater

(Name of Subdivision)

on the 15th day of March, 2016, the vote cast on the following issue was as follows:

Issue Proposed Electric Aggregation

(Tax levy, bond issue, miscellaneous question, etc.-describe fully)

Shall Whitewater Township have the authority to aggregate the retail electric loads located in Whitewater 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?

Votes Seven Hundred Forty-Nine  
(For, yes, etc.-as on ballot)

749

(Number)

Votes Four Hundred Fifty-Five  
(No, against, etc.-as on ballot)

455

(Number)

Total vote cast on issue:

1,204

(Number)

IN WITNESS WHEREOF, we have hereunto subscribed our names officially at CINCINNATI

Ohio, this 5th day April, 2016

Timothy M. Burke Chair  
[Signature]  
Alex [Signature]  
[Signature]

Attest:

[Signature] Director

BOARD OF ELECTIONS

HAMILTON County, Ohio

**EXHIBIT A–3**

**Operation and Governance Plan**

couraged to first contact  
Oxbow, 854 Ligorio Ave  
nue, Cincinnati, Ohio  
45218 04-23-15

Private property. Absolu-  
tely no trespassing of  
any kind on all properties  
belonging to Dana and  
Phyllis Weisick. No ex-  
ceptions. Not responsible  
for any injuries, accidents  
or fatalities. No vehicles of  
any kind allowed to drive  
through or park without  
written permission. Dana  
& Phyllis Weisick  
12904 Probst Rd, Aurora  
IN 47001  
4-14

## LEGAL NOTICE

### Public Hearing

The City of Harrison Plan-  
ning Commission will hold  
a public hearing on a pro-  
posed new business, lo-  
cated at 105 S. Walnut St.  
which is within the Down-  
town Redevelopment Dis-  
trict. Said hearing will be  
held at 7:15 p.m. on May  
10, 2016 at the Harrison  
Community Center, 30  
George Street, Harrison  
Ohio.  
67504 4-20-16

### Public Hearing

The City of Harrison Plan-  
ning Commission will hold  
a public hearing on a pro-  
posed new business, lo-  
cated at 102 Harrison  
Ave., which is within the  
Downtown Redevelopment  
District. Said hearing will  
be held at 7:15 p.m. on  
May 10, 2016 at the Har-  
rison Community Center,  
300 George Street, Har-  
rison, Ohio.  
67500 4-20-16

### PUBLIC AUCTION

May 7, 2016, 10am at Mid-  
dletown Traders Market  
6312 SR 128, Cleves, OH  
45002. Selling contents of  
premises to settle delin-  
quent accounts of the par-  
ties below. Items: furni-  
ture, tools, toolboxes, and  
misc. household items. 1st  
party: Peter Shick, units 4  
& 22, 3029 Sovereign, Cin-  
cinnati, OH 45251. 2nd  
party: unit 36, 3rd party  
Marti Criswell, unit 16  
7056 Noble Ct., Cincinnati  
OH 45239.  
67484 4-20-16

### PUBLIC NOTICE

PUBLIC HEARING ON  
WHITEWATER TOWNSHIP,  
HAMILTON COUNTY, OHIO ELEC-  
TRIC AGGREGATION  
PROGRAM PLAN OF  
OPERATION AND  
GOVERNANCE

The Board of Trustees of

Whitewater Township, Hamilton County, Ohio will hold two public hearings on the Township's Electric Program Plan of Operation and Governance. The hearings will be held at 4:00 P.M. and 6:00 P.M. on Thursday May 5th, 2016. Both hearings will take place at the Whitewater Township Senior Center located at 6125 Dry Fork Road, Cleves, Ohio. On March 15, 2016, Whitewater 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 Trustees of Whitewater Township, the Township will enter into an Electric Supply Agreement with the selected supplier. The Electric Supply Agreement may provide a fixed rate or a variable rate (percent off) for eligible customers that provide more price certainty and stability than the rates currently offered by Duke Energy-Ohio. The offer is expected to begin by August, 2016 and is anticipated to be for a 1, 2 or 3 year term. All eligible customers (Duke Energy-Ohio 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 Duke Energy-Ohio.  
67463 4-20-16

PEOPLE-  
PLEASIN

Happy  
Ads

Make that  
"special someone"  
smile with a special  
birthday or  
anniversary  
message.  
Call 537-0063  
and ask for a  
"Happy Ad".



To cele

5  
ON

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

☐ The Dearborn County  
☐ The Rising Sun Record  
☐ The Harrison Press •

TOTAL: \_\_\_\_\_

Whitewater Township

Ad # 67463

# THE HARRISON PRESS

## Affidavit in Proof of Publication

State of Ohio, Hamilton County – ss:

Personally appeared before me, a Notary Public in and for said County, and State, one Kelly Glenn, who upon oath, says that he/she is the representative of The Harrison Press, a newspaper printed in Hamilton County, Ohio; the said newspaper has a general circulation in said county; that an exact copy of the announced notice was published in said newspaper 2 times during 2 consecutive weeks on the same day of the week, to-wit; Wednesday. The following are the days and dates on which said notice appeared in said newspaper, to-wit:

4/20/16  
4/27/16  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

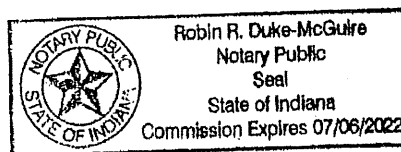
And further this affidavit sayeth not.

Kelly Glenn

Sworn to before me and subscribed in my presence this day of 27th

Robin R. Duke McGuire Notary Public

My Commission Expires 7/6/2022



**WHITEWATER TOWNSHIP, HAMILTON COUNTY, OHIO**

**PLAN OF OPERATION AND GOVERNANCE**

**ELECTRIC GOVERNMENTAL AGGREGATION**

**For More Information Contact:**

Whitewater Township, Hamilton County, Ohio  
6101 Dry Fork Road  
Cleves, OH 45002  
513-367-5522

## **PLAN OF OPERATION AND GOVERNANCE**

### **Whitewater Township (Hamilton County) Electric Governmental Aggregation**

**Introduction.** On March 15, 2016, a majority of the voters in Whitewater Township, Ohio, in the County of Hamilton, approved a referendum that authorized Whitewater Township (the "Township") to pursue Governmental Aggregation. After the Township held 2 public hearings on the matter, the 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 Section 4901:1-21-16 of the 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 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 or a variable price charge (% off Price To Compare). 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, 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 Duke Energy, 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 21 (twenty-one) 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 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 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 be available by telephone Monday through Friday, 8:00 am - 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.

<b><u>Nature of Complaint</u></b>	<b><u>Contact</u></b>	<b><u>Phone Number</u></b>
Outages/Emergencies	Utility	1-800-544-6900
Service turn on/off	Utility	1-800-544-6900
Billing Disputes	Utility	1-800-544-6900
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 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 the 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 711 (ITY-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.** An aggregation participant who moves 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 it would have received if its 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 its new account in the Aggregation and receive the same price it would have received if its 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 it 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, and it 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 were not 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 Governmental 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 in to 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.).

**BOARD OF TRUSTEES  
WHITEWATER TOWNSHIP, HAMILTON COUNTY, OHIO**

**RESOLUTION #2016-13**

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

The Board of Trustees of Whitewater Township, Hamilton County, Ohio met in regular session on the 16<sup>th</sup> day of May 2016, at the Community Center in Whitewater Township with the following members present:

Lawanda Corman \_\_\_\_\_  
Hubert Brown \_\_\_\_\_  
Doug King \_\_\_\_\_

Trustee Hubert Brown moved for the adoption of the following resolution:

**Whereas**, the Board of Trustees of Whitewater Township, Hamilton 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**, Whitewater 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 for the purpose of negotiating for competitive retail electric supply at favorable rates; and

**Whereas**, Whitewater Township now intends to file for certification as a Governmental Aggregator, which requires that the Board 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, promotes the general welfare of said citizenry;

**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES  
OF WHITEWATER TOWNSHIP, HAMILTON COUNTY, STATE OF OHIO:**

**SECTION I.** The Board of Trustees of Whitewater Township, Hamilton County, Ohio adopts and approves a Plan of Operations and Governance as regards Electric Governmental Aggregation as attached hereto (see Exhibit A).

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

**SECTION III.** This Board hereby finds and determines that all formal actions of this Board 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, if any, which resulted in formal action, were taken in meeting open to the public in full compliance with the law.

**SECTION IV:** Notice of the adoption of this Resolution shall be given once by publishing the title of the Resolution in an abstract prepared by the Township Administrator or Law Director in Whitewater Township, Ohio.

**BE IT FURTHER 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.

**BE IT FURTHER RESOLVED,** 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.

**BE IT FURTHER RESOLVED,** that this Resolution is the subject of the general authority granted to the Board of Trustees through the Ohio Revised Code and not the specific authority granted to the Board of Trustees through the status as a Limited Home Rule Township.

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

Trustee Lawanda Corman seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

ADOPTED this 16th day of May 2016.

**Vote Record:**

Trustee Corman Yea      Trustee Brown Yea      Trustee King Yea

**BOARD OF TRUSTEES:**

Adopted: May 16, 2016

Hubert Brown  
Trustee: Hubert Brown, President

Attest: James L. Brett  
Fiscal Officer: James L. Brett

Lawanda Corman  
Trustee: Lawanda Corman, Vice President

Doug King  
Trustee: Doug King

**Certification of the Fiscal Officer**

**It is Hereby Certified** that the foregoing is a true and correct transcription of a Resolution adopted by the Board of Trustees in session this 16<sup>th</sup> day of May, 2016.

James L. Brett  
James L. Brett  
Whitewater Township Fiscal Officer  
Hamilton County, Ohio

**EXHIBIT A–4**

**Automatic Aggregation Disclosure**



## Whitewater Township Electric Aggregation Program

<<Name>>  
<<Address>>  
<<City ST Zip>>

Whitewater Township is offering you an opportunity to participate in their Electric Aggregation Program. Whitewater Township voters previously authorized Whitewater Township on March 15, 2016, to form a governmental aggregation program and negotiate favorable electric supply prices for eligible residences and businesses. The Township selected Dynegy as the program supplier through your November 2019 meter read date. Both Whitewater Township and Dynegy are certified by the Public Utilities Commission to provide this service. As an eligible resident or business, you will be automatically enrolled in the program unless you choose to opt-out (not participate) by **March 15, 2018**.

### Program details:

- **Fixed Electricity Price** of \$0.0539 per kWh through your November 2019 meter reading.
- **No cancellation fees at any time!**
- No changes in your billing; you will receive one bill from Duke Energy and they will continue to deliver your electricity and maintain the electric lines and respond to emergencies.

As an eligible resident or small business, you will be automatically enrolled in the program unless you choose to opt-out (not participate) by **March 15, 2018**.

### Enrollment Information

After your enrollment is finalized, **Error! Reference source not found.** 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 **March 15, 2018** by completing 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 Dynegy. If you become part of the aggregation, you may cancel the 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 under its standard service offer or until you choose an alternative supplier. 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 at [DynegyCustomerService@dynegy.com](mailto:DynegyCustomerService@dynegy.com) or call 888-682-2170. Please see the enclosed Terms and Conditions for full details regarding the rate option and other terms of the program.

Regards,

Whitewater Township Trustees and Dynegy

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### Community: Whitewater Township

◊ Opt out of the Whitewater 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 March 15, 2018

If opting out mail to: Dynegy, PO Box 272, Springfield, IL 62705  
Please fill out the required information in **bold**:

**Customer Name** \_\_\_\_\_ **Account 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 \$0.0539 per kWh through your November, 2019 meter read date (Initial Term). Electricity service under this Agreement will begin with the next available meter read date after DES and Customer's electric utility process Customer's enrollment. In addition to delivering electricity, Customer's electric utility will continue to read Customer's meter, bill the Customer and respond to any outages. If Customer switches back to Customer's electric utility for any reason, Customer may or may not be served under the same rates, terms, and conditions that apply to other customers served by the electric utility. The Price includes broker fees, but does not include any applicable taxes, fees or charges related to distribution service from the Customer's electric utility. If DES wishes to lower the Price due to a change in market conditions, DES may do so without Customer's consent provided there are no other changes to the terms and conditions of this Agreement.

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

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

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

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

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

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 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;



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

strikes, walkouts, lockouts and other labor disputes that affect Customer or DES. Force Majeure shall not be based on 1) Customer's inability to economically use the electricity purchased hereunder; or 2) Supplier's ability to sell the electricity at a price greater than the price under this Agreement.

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

**Contact Information**

In the event of an emergency involving Customer's electric service (for example, an outage or downed power lines) Customer should call the emergency line for Customer's electric utility. In all other situations, Customer may contact DES toll free at 888-682-2170. Customer Care Representatives are available Monday – Friday, 8:00 am - 7:00 pm ET. During all other hours please leave a message for a return call. Customer may also contact DES by email at [DynegyCustomerService@dynegy.com](mailto:DynegyCustomerService@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>.

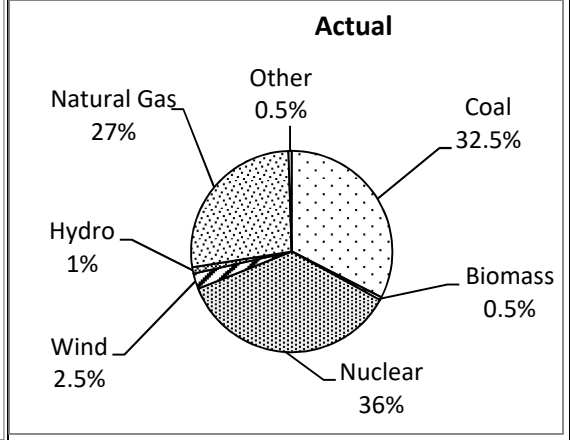
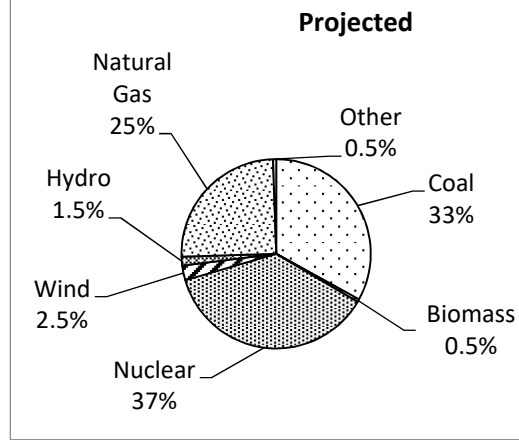
## Environmental Disclosure Information – Quarterly Comparisons

### Dynergy Energy Services (East), LLC

#### Projected Data for the 2017 Calendar Year

#### Actual Data for the Period 01/01/17 to 09/30/17

**Generation Resource Mix -**  
A comparison between the sources of generation projected to be used to generate this product and the actual resources used during this period.



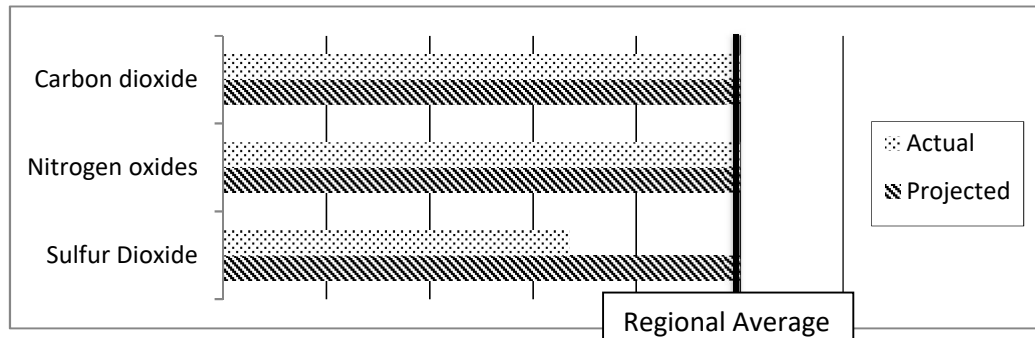
#### **Environmental Characteristics–**

A description of the characteristics associated with each possible generation resource.

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

#### **Air Emissions –**

Product-specific projected and actual air emissions for this period compared to the regional average air emissions.



#### **Radioactive Waste –**

Radioactive waste associated with the product.

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 Dynergy Energy Services (East), LLC at [www.DynergyOhio.com](http://www.DynergyOhio.com) or by phone at 877-331-3045.

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

**Commission of Ohio Docketing Information System on**

**5/24/2018 1:22:22 PM**

**in**

**Case No(s). 16-1364-EL-GAG**

Summary: Application Whitewater Township's Renewal Application for Electric Governmental Aggregators electronically filed by Kendall C Kash on behalf of Dynegy Energy Services (East), LLC