



# Public Utilities Commission

Original GAG Case Number	Version
14 -1061 -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 Village of Fort Recovery  
 Address 201 South Main Street | PO Box 340, Fort Recovery, Ohio 45846  
 PUCO Certificate # and Date Certified 14-840E(2) issued on 7/13/2016  
 Telephone # (419) 375-2530 Web site address (if any) http://www.fortrecovery.org/

#### 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

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.  
 technician AM Date Processed JUN 01 2018

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 Jeff Haarmann  
Title Managing Partner - Affordable Gas & Electric  
Business address 10749 E Garden Rd, Mt Vernon, IL 62864  
Telephone # (618) 204-0115 Fax # (618) 205-5069  
E-mail address jhaarmann@supernovapartners.c

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

Name Jeff Haarmann  
Title Managing Partner - Affordable Gas & Electric  
Business address 10749 E Garden Rd, Mt Vernon, IL 62864  
Telephone # (618) 204-0115 Fax # (618) 205-5069  
E-mail address jhaarmann@supernovapartners.c

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

Customer Service address 10749 E Garden Rd, Mt Vernon, IL 62864  
Toll-free Telephone # (855) 682-0222 Fax # (618) 205-5069  
E-mail address info@agellc.com

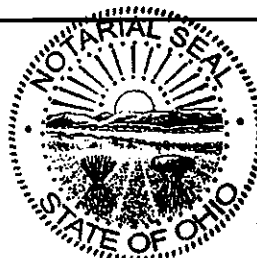
Randy D. Hen, VILLAGE ADMINISTRATOR  
Signature of Applicant & Title

Sworn and subscribed before me this 24TH day of MAY, 2018  
Month Year

Erin Michelle Minor  
Signature of official administering oath

ERIN MICHELLE MINOR,  
Print Name and Title  
VILLAGE SOUTHER

My commission expires on N/A



ERIN MICHELLE MINOR  
Attorney At Law  
NOTARY PUBLIC  
STATE OF OHIO  
My Commission Has  
No Expiration Date  
Section 147.03 O.R.C.

# **AFFIDAVIT**

State of Ohio :

Fort Recovery ss.  
(Town)

County of Mercer :

RANDY DILLER, Affiant, being duly sworn/affirmed according to law, deposes and says that:

He/She is the VILLAGE ADMINISTRATOR (Title of Affiant) of Village of Fort Recovery (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.

*[Signature]*, VILLAGE ADMINISTRATOR  
Signature of Affiant & Title

Sworn and subscribed before me this 24<sup>TH</sup> day of MAY, 2018  
Month Year

*[Signature]*  
Signature of official administering oath

ERIN MICHELLE MINOR,  
Print Name and Title  
VILLAGE SOLICITOR

My commission expires on N/A



ERIN MICHELLE MINOR  
Attorney At Law  
NOTARY PUBLIC  
STATE OF OHIO  
My Commission Has  
No Expiration Date  
Section 147.03 O.R.C.

## **Exhibit A-2**

### **Village of Fort Recovery**

#### *Authorizing Ordinance*

A copy of the Village's Authorizing Ordinance is attached.

VILLAGE OF FORT RECOVERY

ORDINANCE # 2013 - 15

RECEIVED  
DEC 20 2013  
MERCER COUNTY  
CLERK OF ELECTIONS

**AN ORDINANCE AUTHORIZING ALL ACTIONS NECESSARY TO EFFECTUATE AN OPT-OUT ELECTRIC SERVICE AGGREGATION PROGRAM PURSUANT TO OHIO REVISED CODE 4928.20; AND DIRECTING THE MERCER COUNTY BOARD OF ELECTIONS TO SUBMIT THE BALLOT QUESTION TO THE ELECTORS; AND AUTHORIZING AN AGREEMENT WITH AN AGENT FOR SUCH PURPOSES.**

**WHEREAS**, pursuant to ORC Section 4928.20, the Municipality is authorized to act as an aggregator by establishing an automatic opt-out governmental aggregation program for the provision of competitive retail electric service for the benefit of certain electricity customers within the Municipality so that consumers may realize lower cost electricity supplies and other benefits from the aggregation and combined purchasing of electric supplies that they would not otherwise be able to have individually; and

**WHEREAS**, the Municipality may exercise such authority jointly with any other Municipality; and

**WHEREAS**, in the public interest, the Municipality desires to submit to the electors of the Municipality the question of whether the Municipality should create an Electric Aggregation program to facilitate competitive retail electric service to promote electricity savings, lower electric supplies, and other benefits in accordance with ORC Section 4928.20; and

**WHEREAS**, The Municipality has adopted this Ordinance pursuant to the authority conferred by Article XVIII Section 4 of the Ohio Constitution and ORC Section 4928.20.

**NOW THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF FORT RECOVERY, OHIO, AS FOLLOWS:**

**Section 1.** The Fort Recovery Village Council determines that it is in the best interest of the Village of Fort Recovery ("Municipality") and certain electric service consumers located within the incorporated areas of the Municipality to establish an opt-out electric service aggregation program (the "Program").

**Section 2.** That, provided that the ballot measure regarding the Program is approved by the electors of the Municipality pursuant to Section 9 of this Ordinance, the Municipality is hereby authorized to aggregate, in accordance with Ohio Revised Code 4928.20, the retail electric service loads located within the boundaries of the Municipality.

**Section 3.** That, for the Program, the Village Administrator or a duly designated authority or consultant is hereby authorized, on behalf of the Village Council, to enter into service agreements to facilitate the sale and purchase of service for electric loads.

**Section 4.** That the Village Administrator or a duly designated authority or consultant, on behalf of the Village Council may exercise such authority jointly with any other political subdivision of the State of Ohio, to the full extent permitted by law, and for such purpose, the Village administrator or a duly designated authority or consultant is hereby authorized to execute and deliver any necessary agreement(s) with such other political subdivisions, if any, in order to establish such Program.

**Section 5.** That the Program does not apply to persons meeting any of the following criteria:

1. A customer has opted out of the aggregation
2. A customer in contract with a certified electric service company
3. A customer that has a special contract with an electric distribution utility
4. A customer that is not located within the governmental aggregator's governmental boundaries
5. A customer is not eligible for the aggregation by utility or Public Utilities Commission of Ohio rules.

**Section 6.** That the Program authorized by this Ordinance shall not aggregate the retail electric loads of mercantile customers, as those customers are defined in ORC 4928.01, without prior, affirmative consent of each such customer within the boundaries of the Municipality subject to the Program

**Section 7.** That the Board of Elections of Mercer County is hereby directed to submit the following question to the electors of the Municipality at the election to be held on **May 6, 2014**:

*Shall the Village of Fort Recovery have the authority to aggregate competitive retail electric service for the retail electric loads located within the governmental boundaries of the Village of Fort Recovery, and for that purpose, enter into service agreements to facilitate the sale and purchase of the service for the retail electric loads, such aggregation to occur automatically except where any person elects to opt out?*

Yes \_\_\_\_\_ No \_\_\_\_\_

**Section 8.** That the Village of Fort Recovery clerk is hereby directed to file this authorizing Ordinance and other related matters with the appropriate election officials no later than ninety (90) days prior to the **May 6, 2014** election as required by ORC 4928.20. The Program shall not take effect unless approved by the majority of the electors voting upon the proposed ballot question at the election held pursuant to this section and ORC 4928.20.

**Section 9.** That, upon approval by a majority of electors voting at the election provided for in Section 8 of this Ordinance, the Village Administrator is hereby authorized to, individually or jointly, with any other political subdivisions in the state of Ohio, develop a plan of operation and governance for the Program.

**Section 10.** That at least two public hearings on the plan of operation and governance shall be held prior to taking a vote on adoption of the plan. Notice of the hearings shall be published once a week for two consecutive weeks in a newspaper of general circulation in the Municipality. The notice shall summarize the plan and state the date, time, and location of each hearing.

**Section 11.** No plan adopted by the Fort Recovery Village Council shall aggregate any retail customers in the Municipality unless it in advance clearly discloses to the person whose retail electric service is to be so aggregated that the person will be enrolled automatically in the 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 the enrollment. The stated procedure shall allow any person enrolled in the Program to opt out of the Program once every 36 months without paying a switching fee. Any such person that opts out of the Program pursuant to the

stated procedure shall default to the electric distribution utility providing distribution service for the person's retail electric service load, until the person chooses an alternative supplier.

**Section 12:** That this Ordinance is adopted as an emergency measure for the health, welfare, safety, and protection of the residents of the Village of Fort Recovery, Ohio, and its sound fiscal operation and shall take effect and be in force immediately following its passage and approval by the Mayor.

Adopted this 16<sup>th</sup> day of December, 2013.

  
Roger M. Broerman, Mayor

Attest:

  
Roberta Staugler, Fiscal Officer



Approved:

  
David Wm. Bruns, Village Solicitor



CERTIFICATE OF COPY  
ORIGINAL ON FILE

.....

The State of Ohio, Mercer County, ss.

I, Robert Stangler, Clerk of the Council of the Village of Ft. Recovery within and for said County, and in whose custody the Files and Records of said Council are required by the laws of the State of Ohio to be kept, do hereby certify that the foregoing is taken and copied from the original

Ordinance 2013 15

now on file with said Board, that the foregoing had been compared by me with said original document, and that the same is a true and correct copy thereof.

WITNESS my signature, this 17<sup>th</sup> day of December, 2013.



Robert Stangler  
Clerk of Council

## **Exhibit A-3**

### **Village of Fort Recovery**

#### *Plan of Operation and Governance*

A copy of the Village's Plan of Operation and Governance is attached.

# Plan of Operation and Governance

Municipal Opt-Out Electricity Aggregation Program

Village of Fort Recovery

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# 1.) Background

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**The Law – Ohio Revised Code Section 4928.20 (A) states the following:**

*“The legislative authority of a municipal corporation may adopt an ordinance, or the board of township trustees of a township or the board of county commissioners of a county may adopt a resolution, under which, on or after the starting date of competitive retail electric service, it may aggregate in accordance with this section the retail electrical loads located, respectively, within the municipal corporation, township, or unincorporated area of the county and, for that purpose, may enter into service agreements to facilitate for those loads the sale and purchase of electricity.”*

Source: <http://codes.ohio.gov/orc/4928.20>

ORC Section 4928.20 (B) requires that the corporate authorities or county board shall develop a plan of operation and governance for the aggregation program. Two public meetings shall be held for public input, questions and comments regarding the Plan of Operation and Governance. Notice of such meeting is required. Before the first hearing, notice shall be published once a week for two consecutive weeks in a newspaper of general circulation in the jurisdiction. The notice shall summarize the plan and state the date, time, and location of each hearing.

Any load aggregation plan established shall provide for the following:

- Universal access to all applicable residential and small business (non-mercantile; under 700,000 kWh annual load) customers and equitable treatment of applicable residential and small business customers.
- Describe demand management and energy efficiency services to be provided to each class of customers.
- Meet any requirements established by law concerning aggregated service.

If the program is approved as an opt-out program for residential and small commercial retail customers, then:

- Within 60 days after receiving the bids, the corporate authorities or county board shall allow residential and small business customers to commit to the terms and conditions of a bid that has been selected by the corporate authorities or county board.
- If (A) the corporate authorities or county board award proposed agreements for the purchase of electricity and other related services and (B) an agreement is reached between the corporate authorities or county board for those services, then customers committed to the terms and conditions, shall be committed to the agreement.
- If the corporate authorities or county board operate as an opt-out program for residential and small business retail customers, then it shall be the duty of the aggregated entity to fully inform those customers in advance that they have the right to opt out of the aggregation program.
- On December 16, 2013 and in accordance with the requirements of ORC 4928.20, the corporate authorities or county board approved a resolution allowing a referendum question to be placed on the May 6, 2014, ballot to operate an Aggregation Program as an “Opt-Out” program. Under

the Opt-Out program, all DP&L residential and small business retail electric customers in city/village/county's jurisdiction are automatically included as participants in the Program unless they Opt-Out of the Program by providing written notice of their intention not to participate in the Municipal Aggregation buying group. On May 6, 2014, the electorate will be asked to allow the corporate authority or county board to arrange for the supply of electricity on behalf of the residents and small businesses in the jurisdiction. Upon approval of the ballot question by the electorate, the corporate authority or county board will adopt the Plan of Operation and Governance as the rules for the implementation and operation of a municipal electric aggregation program. Upon approval of the Plan, the corporate authority or county board will file an application with the PUCO for certification as a Governmental Aggregator.

- The corporate authority or county board has retained Supernova Partners, LLC, Affordable Gas and Electric Company, LLC ("Consultant") to assist with administering the Program, the Opt-Out process, managing the competitive bidding process, writing the Request for Proposal ("RFP") to help the corporate authority or county board officials select the most suitable Retail Electric Supplier ("CRES") and commodity product for participating residents and small businesses wanting to participate in the Program. Additionally, Consultant shall assist the corporate authority or county board in completing and filing all reporting and documentation for government aggregators as required by the PUCO.

## 2.) Municipal Opt-Out Aggregation

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The purpose of municipal opt-out aggregation is to reduce the electricity supply costs which the corporate authority or county board's residents and small businesses pay for electricity, taking advantage of certain economies of scale to negotiate favorable rates. The corporate authority or county board shall seek fixed electricity prices for each eligible class of customers that may be lower than the comparable price available from the Electric Distribution Utility ("EDU"), in this case DP&L. *Individual residential and small business retail consumers are unable to obtain significant price discounts since they lack the bargaining power, expertise and the economies of scale enjoyed by larger industrial consumers.* The Program will band together numerous electric accounts, providing the benefits of economies of scale that work to benefit the smaller consumer.

As a governmental aggregator ("GA"), the corporate authority or county board does not own electric generation assets and will not purchase and resell electricity, but represents consumer interests to set the terms for electricity supply and service from competing CRES licensed with the PUCO. Through a competitive bid process operated and managed by Consultant, the corporate authority or county board will enter into a contract with a CRES for full-requirements retail electricity supply service. The contract is expected to be for a fixed price for a specified term. The corporate authority or county board may contract with one or more CRES if necessary to meet the needs of participating residents and small businesses.

The corporate authority or county board will serve as governmental aggregator and in cooperation with Supernova Partners, LLC, Affordable Gas and Electric Company, LLC, will collect all residential and small

business electricity load within the corporate authority or county board's municipal boundaries and seek bids from qualified and PUCO licensed Competitive Retail Electric Service providers (CRES).

This Plan has been prepared by the corporate authority or county board officials in cooperation with Supernova Partners, LLC, Affordable Gas and Electric Company, LLC, the "Consultant", to provide an understanding of structure, governance, operations, management, and policies of the Program to be utilized for residents and small businesses participating in the Program.

### 3.) Eligible Customers

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Eligible customers under the municipal electricity aggregation program include EDU customers who are located within the municipality's geographical boundaries and are either:

- Residential customers receiving electric service from the EDU
- Non-mercantile small business retail customers consuming 700,000 kwh or less annually on a calendar basis, receiving electric service from the EDU.

The corporate authority or county board will work with the winning CRES to remove any customers determined to be ineligible due to one or more of the following:

- Customer is not located within the municipal territory limits;
- Customer appears on the PUCO's "do not aggregate" list.
- Customer has opted out of the aggregation.
- Customer is in an existing power supply agreement with a CRES other than the current supplier of the governmental aggregation;
- Customer has a special arrangement with the electric utility;
- A mercantile customer that has not provided affirmative consent (opted-in) to join the aggregation;
- Customer is enrolled in percentage of income payment plan (PIPP) pursuant to section 4928.52 of ORC.

Customers who are not eligible under the opt-out program, but may see a savings due to rates negotiated and secured, will be offered an opportunity to opt-in, if appropriate and allowed under ORC 4928.20.

The Retail Customer Identification information provided by the EDU will remain the property of the municipality, and the CRES will handle data in a manner consistent with the provisions of all relevant Federal and Ohio Law, PUCO regulations, etc.

The CRES shall treat all customers equally and shall not deny service to any customer in the Program, or alter rates for different classes of customers unless authorized by Ohio State Law or administrative code.

## 4.) Opt-Out Process

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Customers who wish not to be “automatically included” in the program will be allowed to Opt-out in accordance with ORC 4928.20 and 4901:1-1-17. An initial opt-out period will be held and residential and small business customers who choose to opt-out will remain on the EDU’s standard service offer listed on the PUCO’s “Apples to Apples” website by utility as the “Price to Compare”

<http://www.puco.ohio.gov/puco/index.cfm/apples-to-apples/>

After a service agreement with the selected CRES has been finalized, the corporate authority or county board will provide the eligible customer list to the selected CRES. The list will include any eligible residential, and small commercial accounts that will realize savings through the accepted bid price. During the Opt-Out notification period, the selected CRES will operate an Opt-In program for customers who are currently not eligible to participate in an Opt-out program, but may otherwise provide affirmative consent to join the aggregation pursuant to. This will ensure the greatest amount of participation for all customers under the program.

**Opt-Out Notices:** A notice will be sent to all residential and small commercial accounts that are deemed eligible by the corporate authority or county board. See “Eligible Customer” section above. A sample of the notice is provided in Appendix A of this Plan. The contents of the notice will be printed on the corporate authority or county board’s municipal letterhead so as to avoid any confusion with other offers that may exist with other CRES in the state. The Opt-Out notice will clearly notify the Resident and Small Business of the rates to be charged for electricity and other terms of the contract with the selected supplier. The selected CRES will have thirty (30) days from the receipt of the eligible customer list to mail the opt-out notices to all eligible residences and small businesses included in the Program.

**Distribution of Opt-Out Notices:** The selected CRES will be required to pay for all production, printing, and mailing costs associated with the distribution of Opt-Out notices. The selected CRES and the corporate authority or county board will agree on the format of the Opt-Out notice prior to the mailing of any notices. The notices will be mailed from the selected CRES to the owner or occupant residing at the electric account mailing address shown on EDU’s customer list.

**Opt-Out Period:** After mailing the notices, there will be an Opt-Out Period of no fewer than 21 days. Customers not wishing to participate in the Program will have 21 days from the date postmarked on the notice to postmark and return the Opt-Out notice to the selected CRES in order to satisfy the Opt-Out requirement.

**Customer support during Opt-Out Period:** The selected CRES will maintain a toll-free phone number and website explaining the steps for Opting-Out of the Program. If necessary the selected CRES will provide bilingual or multilingual customer support to explain the Opt-Out procedure to non-English speaking residents. During this period and through the initial procurement term, the Consultant will provide supplemental customer support for any issues not satisfied by CRES customer support.



**Enrollment:** Once the Opt-Out Period has passed, the selected CRES will not enroll those EDU customers Opting-Out of the Program. In the event that an eligible residential or small commercial account is inadvertently omitted from the Program, the selected CRES shall enroll that customer at the Program rate for the remaining term.

**Opt-Out After Enrollment:** Once enrolled in the Program, customers may Opt Out or cancel their service with the selected CRES at any time by directly notifying the selected CRES via a toll-free phone number that will be provided on the Opt-Out notice. In all such cases, the customer may do so without incurring any charges, penalties, or fees.

**Early Cancellation Charges:** There will be no charges for customers leaving the program after enrollment with the selected CRES has occurred.

**Opt-Out Steps Overview:**

1. The selected CRES and the corporate authority or county board will agree upon the format of the Opt-Out notice prior to mailing residential and small business customers.
2. The selected CRES will mail Opt-Out notices to all eligible customer service classes.
3. Recipients will have at least **twenty one (21)** days from the postmark on the notice to return notice to selected CRES if they want to be removed from the Program.
4. Recipients will be able to Opt-Out by returning an Opt-Out card via U.S. Mail to the selected CRES.
5. The CRES will offer a toll-free phone number and website to aid recipients with the notice and the Opt-Out procedure. Further support will be provided by the Consultant through a link on the website <http://www.AffordableElectricRates.com>.
6. Additionally, residential and small businesses that do not Opt-Out, per step 4 above, will receive written notification, called a "Letter of Rescission" or a "Switch Letter", from the EDU stating that they are about to be switched.
7. The Letter of Rescission will inform the participant that they have **seven (7)** days to rescind the contract by contacting the EDU. The selected Supplier will not enroll those accounts Opting-Out of Program.

No opt-out disclosure notices will be sent to potential customers of an aggregation prior to the prospective governmental aggregator being certified by the PUCO as a governmental aggregator by submitting the following completed form:

<http://www.puc.state.oh.us/emplibrary/files/smed/CRES/3ERCRESFormsGovernmentalAggregator.pdf>

## 5.) Periodic Enrollment Updates

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1. **Moving to the city, village or county from another municipality:** Residents and businesses that move into the city, village or county's jurisdiction will be automatically included in the Program. Consultant will periodically request updated account lists from the EDU and the winning CRES. Through a comparative scrubbing process, Consultant will then send a list of newly eligible, but currently not enrolled accounts to CRES, whereupon CRES will promptly send Opt-Out notices so that these account holders may be given the option to participate. These accounts will be given twenty-one (21) days from the postmark date on the notice to return the Opt-Out notice if they do not wish to participate in the Program.
2. **Moving within the city, village or county's jurisdiction:** Selected CRES shall continue service at the same rate and under the same terms and conditions for residents and small businesses that are in the Program, but move to a different premise within the city, village or county's jurisdiction prior to the expiration of the contract term. Customer will automatically receive a new opt-out notice. If such a notice is not received the customer will have the right to contact the selected CRES and or Consultant to obtain such a notice.

Any new accounts shall be able to enroll in the aggregation program under the same terms, conditions, and pricing as accounts that were initially enrolled during the initial opt-out period. However, newly enrolled accounts will only have the ability to participate in the ongoing aggregation program for the time remaining in the term of the agreement with the Supplier. Costs (for example for printing and mailing) associated with subsequent Opt-Out rounds will be paid in the same manner as for the initial Opt-Out round.

## 6.) Selected Supplier Responsibilities

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The corporate authority or county board will use a competent entity as a CRES to perform and manage aggregation services for the Program. The selected CRES shall provide adequate, accurate, and understandable pricing, terms and conditions of service, including, but not limited to, no switching fees and the conditions under which Program participants may Opt-Out without penalty at any time.

The CRES must provide the corporate authority or county board and Consultant, upon request, an electronic file containing the Program participant's usage, charges for retail supply service and such other information reasonably requested by the corporate authority or county board or the Consultant.

The CRES shall create and maintain a secure database of all Program participants. The database will include the name, address, EDU account number or Service Delivery Identifier, and the CRES's account number of each active Program participant, and other pertinent information such as rate code, rider code (if applicable), most recent 12 months of usage and demand, and meter reading cycle. The database will be updated at least quarterly. Accordingly, the Supplier will develop and implement a program to accommodate participants who (i) leave the Program due to relocation, Opting-Out, etc.; (ii)

decide to join the program; (iii) relocate anywhere within the corporate limits of the municipality; (iv) move into the municipality and elect to join the Program. **(See Appendix A of this Plan)**

**Education:** The selected CRES shall work with Consultant to develop and implement an educational program that generally explains the Program to all residential and small business customers.

CRES will provide updates and disclosures mandated by Ohio law and applicable rules and regulations, and implement a process to allow any participant the opportunity to Opt-Out of the Program according to the terms of the Power Supply Agreement.

**Customer Service:** the selected CRES shall hire and maintain an adequate customer service staff and develop and administer a written customer service process that will accommodate participant inquiries and complaints about billing and answer questions regarding the Program in general. This process will include a description of how telephone inquiries will be handled, either internally or externally, how invoices will be prepared, how participants may remit payment, and how collection of delinquent accounts will be addressed. The CRES and the corporate authority or county board will enter into a separate customer service plan agreement or the terms shall be included in the Power Supply Agreement.

**Any electric customer, including any participant in this Aggregation Program, may contact the Public Utilities Commission of Ohio (PUCO) for information, or to make a complaint against the Program, the CRES, or the EDU. The PUCO may be reached toll free at 1-800-686-7826 or for TTY (toll free) at 1-800-686-1570 from 8:00 a.m. to 5:00 p.m. weekdays, or at [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov) .**

**Billing:** EDU will provide a monthly billing statement to each Program participant which shall include CRES charges. The CRES will not charge any additional administrative fee(s).

**Compliance Process:** The CRES shall develop internal controls and processes to ensure that the corporate authority or county board remains in good standing as a Governmental Aggregator and ensure that the Program complies with ORC 4928.20 and all applicable laws, rules and regulations, as they may be periodically amended. It will be the CRES responsibility to deliver reports at the request of the municipality or Consultant in a timely manner that will include (i) the number of participants in the Program; (ii) a savings estimate or increase from the previous year's baseline; (iii) such other information reasonably requested by the municipality or Consultant; (iv) comparison of the participants charge for the supply of electricity from one designated period to another identified by the municipality. The CRES shall also develop a process to monitor, and shall promptly notify in writing, any changes or amendments to any laws, rules or regulations applicable to the Program.

**Notification to EDU:** The residential and small business customers in the corporate authority or county board that do not Opt-Out of the Aggregation Program will be enrolled automatically in the Program by the selected CRES. Eligible residents and small businesses included in the Program will not be asked to take affirmative steps to be included in the aggregation group. To the extent that EDU requires notification of participation, the selected CRES shall provide such notice to EDU. Periodically, the CRES

will inform EDU through electronic means, of any new members that it is enrolling into the Aggregation Group.

**Customer Switching Fee:** The selected CRES shall be responsible for payment of any customer switching fees imposed by the incumbent EDU.

## 7.) Supplier (CRES) Selection Criteria

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CRES responding to the RFP will be measured on the basis of PUCO licensing and certification standards, price, program, marketing, experience, and quality of the response. The CRES will also hold the corporate authority or county board and Consultant harmless of any financial obligations or liability that may arise as a result of the Program.

### CRES Selection Criteria

- Price per kWh and corresponding terms;
- Power Supply Contract flexibility;
- Proof of financial solvency and investment grade credit rating;
- Quality of response to Request for Proposal;
- Program Marketing Plan and informational outreach;
- Municipal Aggregation Experience;
- Municipal Opt-Out Experience;
- Certified as a Competitive Retail Electricity Service Provider in by the PUCO;
- Compliant to Purchase of Receivables/Utility Consolidated Billing ("POR-CB Program") facilitating EDU single billing to participants in the Program.
- Power Supply Contract meets the minimum requirements of the PUCO, and common commercial practice.
- Will provide assistance, if needed, by Consultant or corporate authority in filing the annual reports required by the PUCO and Section 4805.10(A), Section 4911.18(A) and Section 4928.06(F) of the Ohio Revised Code

## 8.) Consolidated Billing and Credit/Default Procedures

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EDU offers a purchase of receivables program with consolidated billing (POR-CB) for the benefit of retail customers and CRES. This allows for a single bill, administered solely by EDU, wherein EDU will invoice the EDU regulated delivery charges and supply rate provided by the selected CRES contained in the Power Supply Agreement.

The corporate authority or county board will utilize the POR-CB Program with its Municipal Aggregation to streamline the billing process, and eliminate the confusion of separate bills from EDU and the selected CRES.

Credit policies and procedures continue to be the responsibility of EDU and/or CRES. The corporate authority or county board will not be responsible for late or non-payments on the parts of any of its residents or small businesses. EDU and/or CRES billing practices should be consistent with all applicable guidelines issued by the PUCO. If there is a delinquent account, EDU and/or CRES or their agent will send collection notices to the customer's mailing address of record for service charges rendered by EDU, following established collection policies regardless of whether the customer participates in the Program or not. In the case of a POR-CB Program, the billing method the Program will utilize, the CRES' receivable becomes EDU's receivable and EDU will be responsible for those collection efforts under EDU's policy and requirements.

Customers will continue to receive their electricity bill from EDU, will continue to call EDU for service-related issues, and will continue to pay EDU.

**CUSTOMER INQUIRIES:** EDU operates a call center to assist customers with inquiries and resolve billing issues. EDU has toll-free numbers to contact the call centers printed on electric account holders' bills.

## 9.) Request for Qualifications/Proposal-Summary

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The Consultant will, on behalf of the corporate authority or county board governing body and residents, request qualifications from a number of licensed CRES in order to properly vet any potential bidders. To those CRES deemed most qualified, a Request for Proposals ("RFP") will be issued, utilizing predetermined criteria based on technical specifications, bidder requirements, bidding processes, and contract documents, to select a single Competitive Retail Electric Service provider (CRES). The Consultant will evaluate the bids received and will recommend a single CRES to serve as the electricity supplier to all eligible residents and small businesses within the municipal limits.

The corporate authority or county board may grant authority to a representative of the corporate authority or county board to approve the Power Supply Agreement with the selected CRES on behalf of the corporate authority or county board.

## 10.) Pricing Methodology

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*Pricing Methodology:* The corporate authority or county board intends to establish a price for the purchase of electricity for the Program. This will be the Program Rate measured in price per kilowatt-hour (kWh). The rate may include traditionally bundled renewable power components in the form of Renewable Energy Certificates (RECs), and will reflect various lengths of terms, contractual benefits, and

possible hold premiums (CRES holds price offer to be bound in Power Supply Agreement open for a fixed period of time beyond the standard one day to allow for municipality to review before signing off on Power Supply Agreement).

If the daily market price quote is deemed acceptable by the Consultant, the Consultant will inform the corporate authority or county board of the price and pricing components and recommend acceptance. If accepted, the corporate authority or county board will affirm acceptance of the commodity price in writing to the selected CRES.

The CRES invited to bid will quote rates for the following energy mixes:

- Lowest Traditional Fixed Power Price – The lowest priced fixed electricity supply available from a CRES using, at minimum, a percentage of renewable energy consistent with Ohio law and/or PUCO regulation. Should the annually weighted EDU Standard Service Offer for the enrolled participants be less than the selected CRES' retail power price, CRES will reserve the right to terminate service and return the Program participants to the EDU, or continue service at a rate equal to the EDU Standard Service Offer, inclusive of Municipal and Consultant Fees.
- Discount to tariff – a variable rate guaranteed to be a certain percentage below the EDU's tariff rate for a specific term. CRES shall provide an understandable description of the factors that will cause the price to vary (including any associated indices) and disclose how frequently the rate will change.
- 100% Renewable – Electricity where 100% of the energy used by the aggregated accounts will be offset by Renewable Energy Credits that meet the U.S. Environmental Protection Agency's Green Power Partnership's definition of eligible green power resources, vintage requirements, and "new" requirements as detailed [here](http://www.epa.gov/greenpower/documents/gpp_partnership_reqs.pdf):  
[http://www.epa.gov/greenpower/documents/gpp\\_partnership\\_reqs.pdf](http://www.epa.gov/greenpower/documents/gpp_partnership_reqs.pdf).  
Renewable Energy Credits shall also be Green-e certified and/or the RECs will be sourced through MISO-registered renewable sources.

If the CRES proposes to charge different rates to different rate classes within the aggregation (for example, a different price for residential and commercial customers), the CRES shall disclose the applicable rate(s) to customers within each rate class.

## 11.) Program Education Initiative

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The CRES shall maintain an educational program for the purpose of explaining the Program to eligible residents and small businesses. The Education Program will include updates, offer customer support during the term of the agreement, and provide information of where to Opt-Out of the Program, if a customer so desires.

Each residential and small business customer of EDU within the jurisdiction of the corporate authority or county board will receive a notification by mail explaining the Program, the procedure which must be followed to Opt-Out of the Program, the fixed electricity rate the municipality contracted for on behalf of participants in the Program, termination policies, and the deadline to return the Opt-Out letter.

The corporate authority or county board in partnership with Consultant, along with the selected CRES, will develop an education initiative that will inform residents of the specifics of the program. The education initiative may contain, but is not limited to the following:

- Mailings
- Community Meetings
- Advertisements
- Program Website
- Toll-Free Information Line
- Informational Videos
- Calculators (web-based)

## 12.) Demand Management and Energy Efficiency Initiative

Reduced energy costs should in no way be considered a license for increased usage. For that reason, no energy plan is complete without balancing reduced supply cost for end-users with some method(s) for demand side management and reduction. PUCO offers a website which specifies each customer's price-to-compare ("PTC").

The Consultant may work with the selected CRES to develop an "Energy Efficiency Program". The program may include resources for residential consumers regarding energy efficiency for their home. The corporate authority or county board will work with EDU to provide specific information about utility rebate programs.

## 13.) Power Supply Agreement

The corporate authority or county board will be presented with and have the option to execute a Power Supply Agreement ("Agreement") with the selected CRES.

Bids may contain various lengths of term. Upon recommendation of the consultant and at the discretion of the corporate authority or county board, the duration of any subsequent contract term will be determined.

**The agreement shall include:**

- The approved rate and the power mix for the Program, and shall disclose all additional or ancillary fees.
- Requirements that all licenses and qualifications are maintained.
- Requirements that the CRES manage the program under the Plan of Operation and Governance as approved and amended if need be.
- Agreement not to solicit or contract directly with eligible residents or small businesses in the Program for service or rates outside the aggregation
- Agreement not to use the customer data and information for any other marketing purposes.
- Agreement to indemnify and hold the corporate authority or county board and consultant harmless from any claims, causes of action, damages, judgments, and financial obligations arising from the Program.
- Proof of insurance and performance security as the municipality deems necessary.
- Provision that the CRES will assist the corporate authority or county board in developing a Program Education Initiative.

#### **Termination of Service**

- End of Term: the Power Supply Agreement with the CRES will terminate upon its expiration.
- Early Termination: The corporate authority or county board will have the right to terminate the Power Supply Agreement prior to the expiration of the term in the event the CRES commits any act of default. Acts of default include, but are not limited to the following:
  - Breach of confidentiality regarding customer information;
  - The disqualification of the CRES to perform the services due to the lapse or revocation of any required license or certification;
  - The EDU's termination of its relationships with the CRES;
  - Any act or omission that constitutes deception by affirmative statement or practice, omission, fraud, misrepresentation, or bad faith practice;
  - Billing in excess of the approved rates and charges;
  - Billing or attempting to collect any charge other than the approved kWh rates and contractually approved charges;
  - Failure to perform at a minimum level of customer service required by the corporate authority or county board.
- Upon termination for any reason, the corporate authority or county board will notify the Utility to return the residents and small business accounts to the Default Tariff Service. Upon termination, the corporate authority or county board shall provide at least sixty (60) days written notice of termination to each account holder participating in the Program. If the agreement is not extended or renewed, participants will be notified as required by law and the CRES rules of the PUCO in advance of the end of service. Participants will also be notified of their rights to select an alternate generation supplier and of their ability to return to EDU's Standard Service Offer upon termination.



### **Changes, Extension or Renewal of Service**

The initial term of the agreement for power supply service will provide service for the specified term beginning upon activation of services. If the Agreement is extended or renewed, Program participants will be notified as required by law and the rules of the PUCO as to any changes in rates or service conditions. At least every three years, all EDU customers in the municipal boundaries will be given an opportunity to opt into or out of the Program, and reasonable notice will be provided as required by law and PUCO rules. Participants will also be notified of their right to select an alternate generation supplier and of their ability to return to EDU's Standard Service Offer.

## **14.) Liability**

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The corporate authority or county board and Consultant shall not be liable, in any instance, to residents and small commercial retail customers for any claims arising from or due to provisions of municipal aggregation of electricity. Any such claims should be solely directed to the selected CRES, pursuant to the power supply agreement.

## **15.) Miscellaneous**

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The Plan of Operation and Governance may be impacted by forces outside the control of the corporate authority or county board. Those items may include the following:

- Amendments or changes to applicable Ohio law.
- Federal Energy Regulatory Commission (FERC) tariffs that may be enacted or amended;
- PUCO rules and regulations as may be enacted or amended;
- EDU tariffs as approved or amended periodically by the PUCO;
- Federal, state, and local laws;
- Rules, regulations, and orders approved or enacted by federal, state, or local regulatory agencies.

The Plan of Operation and Governance will be on file at the corporate authority or county board Administrative office.

Please call 937-448-2718 for a copy or to obtain additional information

**Any electric customer, including any participant in the aforementioned Aggregation Program, may contact the Public Utilities Commission of Ohio (PUCO) for information, or to make a complaint against the Program, the CRES, or the EDU. The PUCO may be reached toll free at 1-800-686-7826 or for TTY (toll free) at 1-800-686-1570 from 8:00 a.m. to 5:00 p.m. weekdays, or at [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov).**

## Appendix A

(Date)

City/Village/County Letterhead

Dear resident,

On May 6, 2014, a majority of citizens voted yes on a referendum question allowing corporate authorities to form a Municipal Opt-Out Electricity Aggregation Program. We are pleased to offer eligible residents and small businesses SAVINGS over DP&L rates by banding together all eligible electric service rates.

The City/Village/County ran a competitive bid to select a licensed Competitive Retail Electric Service provider (CRES) to provide savings to residents and small businesses with electric service in our city/village/county. After researching competitive electricity pricing options, we have chosen \_\_\_\_\_ to provide you with savings on your electric generation through (date of expiration). There is no cost to join and you will not be charged a fee for participating in this program. You are automatically enrolled and there is no need to do anything to participate.

As a participant of this Municipal Electricity Aggregation Program, you are expected to save \_\_\_\_% off your Price to Compare. Your Price to Compare is the price you pay for electric generation from DP&L, the utility. Your Price To Compare may be located on your electric bill [detail how to calculate savings].

Your account will be transitioned to the Municipal Electricity Aggregation Program within approximately 30-45 days, depending upon your meter read date. You are not obligated to participate in the aggregation program and you can remain with the utility without penalty or fees. If you wish to be removed from the program and remain on DP&L default tariff rate, you have a deadline date of \_\_\_\_\_, \_\_\_\_\_, 2014 to return the attached "opt-out" card.

After you become a participant in this municipal aggregation program, DP&L will send you a letter confirming \_\_\_\_\_ as your new Alternate Competitive Retail Electric Service provider (CRES).

As required by law, this letter will inform you of your option to rescind your enrollment with adequate notice prior to the scheduled switch.

To remain in the Municipal Electricity Aggregation Program, you do NOT have to take any action when you receive this letter.

DP&L will continue to maintain the system that delivers power to your home or business. You will continue to receive one bill from DP&L. After enrollment is complete your bill will show your new lower supply rate of \_\_\_\_\_.

If you have any questions, please call INSERT CRES NAME toll free at \_\_\_\_\_. Include Hours of Operation for Toll-Free Number

Please do not call the City/Village/County with questions regarding the aggregation program.

Sincerely,

City/Village/County

Please Note: to receive these savings, **you should NOT respond**. Return the Opt-Out form only if you do not want to participate in the City/Village/County's electric governmental aggregation program.

(Detach Here)

Opt out by returning this form before the deadline date of \_\_\_\_\_, \_\_\_\_\_, 2014.

\_\_\_\_\_ I do NOT want to participate in this Municipal Electricity Aggregation Program.

Service Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Account # or Service Delivery Identifier \_\_\_\_\_

Account Holder Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **Exhibit A-4**

### **Village of Fort Recovery**

#### *Automatic Aggregation Disclosure*

A copy of the Village's most recent aggregation disclosure is attached.



### The Village of Fort Recovery Electric Aggregation Program

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

<<post mark date>>

Dear Fort Recovery Residents and Businesses,

The Village of Fort Recovery is offering you an opportunity to participate in an Electric Governmental Aggregation Program. Fort Recovery voters previously authorized the Village to form a governmental aggregation program and negotiate favorable electric supply prices for eligible residences and businesses. The Village recently selected Dynergy as the program supplier through your April 2020 meter read. Both the Village and Dynergy are certified by the Public Utilities Commission to provide this service. As an eligible resident or small business, you will be automatically enrolled in the program unless you choose to opt-out (not participate) by **Month Day, 2018**.

#### Program details:

- o **Fixed Electricity Price** of 5.29 ¢ per kWh through your April 2020 meter reading.
- o **One energy bill** from Dayton Power & Light, your local utility.
- o **No cancelation fee at any time!**
- o Dayton Power & Light continues to deliver your electricity and maintain the electric lines and respond to emergencies.

#### Program Enrollment

After your enrollment is finalized, Dayton Power & Light will send you 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 **Month Day, 2018**. 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,  
Village of Fort Recovery and Dynergy

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#### Community: The Village of Fort Recovery

☐ Opt out of the Fort Recovery 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 Month Day, 2018** and mailed to Dynergy, 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 (DESE) agrees to sell, and you (Customer) agree to buy, all retail electricity at the price and on the terms and conditions specified in this Agreement. Customer's electric utility 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 \$0.0529 per kWh through your April 2020 meter read date (Initial Term). Electricity service under this Agreement will begin with the next available meter read date after DESE and Customer's electric utility process Customer's enrollment. In addition to delivering electricity, Customer's electric utility will continue to read Customer's meter, bill the Customer and respond to any outages. If Customer switches back to Customer's electric utility for any reason, Customer may or may not be served under the same rates, terms, and conditions that apply to other customers served by the electric utility. Price includes 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. 100% Green Energy Program** - The Price for electricity shall be associated with the generation of electricity from a renewable energy resource on Customers' behalf, such that the percentage shall equal 100%. The Price indicated above reflects energy that is procured from 100% renewable resources and will be made available to Customers upon request. **This is an OPTIONAL "OPT-IN" offer. Eligible residents and small businesses must contact DESE directly to enter this 100% Green Energy Program.**

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

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

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

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

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

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

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

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

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

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

**14. Force Majeure** – If a Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement (the "Claiming Party") and gives notice and details of to the other Party as soon as practicable, then the Claiming Party shall be excused from the performance of its obligations under this Agreement (other than the obligation to make payments then due or becoming due with

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

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

**15. REGULATORY OUT** - Changes to laws, regulations, rules, decisions, entries, findings, or orders governing the generation, transmission, or sale of electricity may be made by different entities, including state agencies and regulatory bodies such as the Public Utilities Commission of Ohio (PUCO), federal agencies and regulatory bodies such as the Federal Energy Regulatory Commission (FERC), and Regional Transmission Organizations (RTO) that operate multi-state regional electric transmission systems such as PJM Interconnection LLC (PJM), the RTO that operates the regional electric transmission system in a multi-state region that 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 DESE toll free at 888-682-2170. Customer Care Representatives are available Monday – Friday, 8:00 am - 7:00 pm ET. During all other hours please leave a message for a return call. Customer may also contact DESE by email at [DynegyCustomerService@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>.