



Public Utilities Commission

Original GAG Case Number	Version
-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 Symmes Township

Address 9323 Union Cemetery Road, Symmes Township, OH 45140

PUCO Certificate # and Date Certified 10-253E(4) 8-24-16

Telephone # (513) 683-6644 Web site address (if any) www.symmestownship.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

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 Markets
Business address 312 Walnut Street, Suite 1500, Cincinnati, OH 45202
Telephone # (513) 762-8219 Fax # (513) 762-8394
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 312 Walnut Street, Suite 1500, Cincinnati, OH 45202
Telephone # (513) 762-8225 Fax # (877) 213-6426
E-mail address William.Fleissner@dynegy.com

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

Customer Service address 312 Walnut Street, Suite 1500, Cincinnati, OH 45202
Toll-free Telephone # (877) 331-3045 Fax # (877) 213-6426
E-mail address DynegyCustomerService@dynegy

Kimberly Lapensee - Administrator
Signature of Applicant & Title

Sworn and subscribed before me this 28th day of June, 2018 Year
Month

Carol A. Sims
Signature of official administering oath

Print Name and Title

My commission expires on _____



CAROL A. SIMS
Notary Public, State of Ohio
My Comm. Expires 1/8/2022



AFFIDAVIT

State of Ohio :

Symmes Twp ss.
(Town)

County of Hamilton :

Kimberly Lapensee, Affiant, being duly sworn/affirmed according to law, deposes and says that:

He/She is the Administrator (Office of Affiant) of Symmes 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.

Kimberly Carpenter Administrator
Signature of Affiant & Title

Sworn and subscribed before me this 23th day of June, 2018
Month Year

Carol A. Sims
Signature of official administering oath

Print Name and Title

My commission expires on _____



CAROL A. SIMS
Notary Public, State of Ohio
My Comm. Expires 1/8/2022

Symmes Township
EXHIBIT A-2

AUTHORIZING ORDINANCE

SYMMES TOWNSHIP
HAMILTON COUNTY, OHIO

9323 UNION CEMETERY ROAD
SYMMES TOWNSHIP, OHIO 45140-9386

(513) 683-6644
(513) 683-6626 (Fax)
www.symmestownship.org

BOARD OF TRUSTEES
PHILIP J. BECK
KENNETH N. BRYANT
KATHRYN P. WAGNER

FISCAL OFFICER
JOHN C. BORCHERS

ADMINISTRATOR
GERALD L. BECKMAN

RESOLUTION G-0915

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 ELECTIONS TO SUBMIT A BALLOT QUESTION TO THE ELECTORS AND AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH INDEPENDENT ENERGY CONSULTANTS, INC. FOR SUCH PURPOSES AND DECLARING AN EMERGENCY.

WHEREAS, the Ohio Legislature has enacted electric deregulation legislation ("Am. Sub. S.B. No. 3") which authorizes the legislative authorities of townships to aggregate the retail electrical loads located in their respective jurisdictions and to enter into service agreements to facilitate for those loads the purchase and sale of electricity;

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;

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF SYMMES TOWNSHIP OF HAMILTON COUNTY AND STATE OF OHIO, THAT:

SECTION 1. This Board of Trustees finds and determines that it is in the best interest of the Township, its residents, businesses and other electric consumers located within the corporate limits of the Township to establish the Aggregation Program in the Township. Provided that this Resolution and the Aggregation Program is approved by the electors of the Township pursuant to Section 4 of this Resolution, the Township is hereby authorized to aggregate in accordance with Section 4928.20 of the Ohio Revised Code, the retail electrical loads located within the Township.

SECTION 2. For the purpose of the aggregation, the Township is authorized pursuant to Section 4928.20 of the Ohio Revised Code to enter into service agreements, individually or jointly with other political subdivisions of the State of Ohio, to facilitate for those loads the sale and purchase of electricity.

SECTION 3. The aggregation will occur automatically for each person owning, occupying, controlling, or using an electric load center proposed to be aggregated and will provide for the opt-out rights described in Section 5 of this Resolution.

SECTION 4. The Board of Elections of Hamilton County is hereby directed to submit the following question to the electors of the Township at the general election on November 9, 2009:

Shall Symmes Township have the authority to aggregate the retail electric loads located in the Township, and for that purpose, enter into service agreements to facilitate for those loads the sale and purchase of electricity, such aggregation to occur automatically except where any person elects to opt-out, all in accordance with Section 4928.20 of the Ohio Revised Code and Resolution Number G-0915 adopted by Symmes Township Board of Trustees.

The Fiscal Officer of this Board of Trustees is instructed immediately to file a certified copy of this Resolution and the proposed form of the ballot question with the Hamilton County Board of Elections not less than seventy-five (75) days prior to November 9, 2009. The Aggregation Program shall not take effect unless approved by a majority of the electors voting upon this Resolution and the Aggregation Program provided for herein at the election held pursuant to this Section 2 and Section 4928.20, Ohio Revised Code.

SECTION 5. Upon the approval of a majority of the electors voting at the general election provided for in Section 4 of this Resolution, this Board of Trustees individually or jointly through the Township's consultant shall develop a plan of operation and governance for the Aggregation Program. Before adopting such plan, this Board of Trustees shall hold at least two public hearings on the plan. Before the first hearing, notice of the hearings shall be published once a week for two consecutive weeks in a newspaper of general circulation in the Township. The notice shall summarize the plan and state the date, time, and location of each hearing. No plan adopted by this Board of Trustees shall aggregate the electrical load of any electric load center within the Township unless it in advance clearly discloses to the person owning, occupying, controlling, or using the load center that the person will be enrolled automatically in the Aggregation Program and will remain so enrolled unless the person affirmatively elects by a stated procedure not to be so enrolled. The disclosure shall state prominently the rates, charges, and other terms and conditions of enrollment. The stated procedure shall allow any person enrolled in the Aggregation Program the opportunity to opt-out of the program every two years, without paying a switching fee. Any such person that

opts-out of the Aggregation Program pursuant to the stated procedure shall default to the standard service offer provided under division (a) of Section 4928.14 or division (d) of Section 4928.35 of the Ohio Revised Code until the person chooses an alternative supplier.

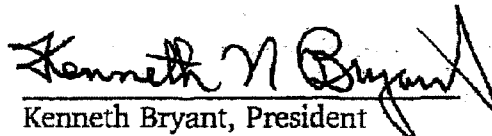
SECTION 6. That this Board of Trustees finds and determines that all formal actions of the Board of Trustees concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board of Trustees and that all deliberations of this Board of Trustees and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

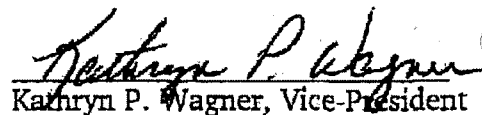
BE IT FURTHER RESOLVED BY THE BOARD OF TRUSTEES OF SYMMES TOWNSHIP OF HAMILTON COUNTY AND STATE OF OHIO, THAT this Resolution is declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Township, and for the further reason that this Resolution is required to be immediately effective in order to file a certified copy of this Resolution and the proposed form of the ballot question with the Board of Elections of Hamilton County not later than seventy-five (75) days prior to the November 9, 2009 election, as provided herein; wherefore, this Resolution shall be in full force and effect immediately upon its adoption and certification.

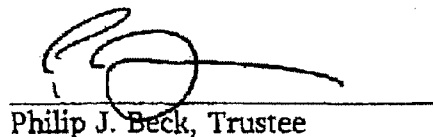
ADOPTED JUNE 2, 2009

Vote Record: Mr. Bryant aye Mr. Beck aye Mrs. Wagner aye

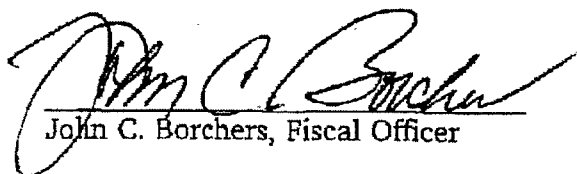
BOARD OF TRUSTEES:


Kenneth Bryant, President

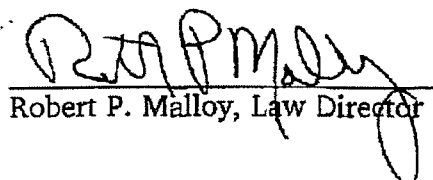

Kathryn P. Wagner, Vice-President


Philip J. Beck, Trustee

ATTEST:


John C. Borchers, Fiscal Officer

APPROVED AS TO FORM:


Robert P. Malloy, Law Director

Symmes Township
EXHIBIT A-3

OPERATION AND GOVERNANCE PLAN

SYMMES TOWNSHIP
HAMILTON COUNTY, OHIO

9323 UNION CEMETERY ROAD
SYMMES TOWNSHIP, OHIO 45140-9386

(513) 683-6644
(513) 683-6626 (Fax)
www.symmestownship.org

HAMILTON COUNTY BOARD OF TRUSTEES
BOARD OF ELECTIONS
2009 JUN -5 AM 10: 19

FISCAL OFFICER
JOHN C. BORCHERS

ADMINISTRATOR
GERALD L. BECKMAN

RESOLUTION G-0915

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 ELECTIONS TO SUBMIT A BALLOT QUESTION TO THE ELECTORS AND AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH INDEPENDENT ENERGY CONSULTANTS, INC. FOR SUCH PURPOSES AND DECLARING AN EMERGENCY.

WHEREAS, the Ohio Legislature has enacted electric deregulation legislation ("Am. Sub. S.B. No. 3") which authorizes the legislative authorities of townships to aggregate the retail electrical loads located in their respective jurisdictions and to enter into service agreements to facilitate for those loads the purchase and sale of electricity;

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;

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF SYMMES TOWNSHIP OF HAMILTON COUNTY AND STATE OF OHIO, THAT:

SECTION 1. This Board of Trustees finds and determines that it is in the best interest of the Township, its residents, businesses and other electric consumers located within the corporate limits of the Township to establish the Aggregation Program in the Township. Provided that this Resolution and the Aggregation Program is approved by the electors of the Township pursuant to Section 4 of this Resolution, the Township is hereby authorized to aggregate in accordance with Section 4928.20 of the Ohio Revised Code, the retail electrical loads located within the Township.

SYMMES TOWNSHIP
HAMILTON COUNTY, OHIO

9323 UNION CEMETERY ROAD
SYMMES TOWNSHIP, OHIO 45140-9386

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BOARD OF TRUSTEES
PHILIP J. BECK
KENNETH N. BRYANT
JODIE L. LEIS

FISCAL OFFICER
JOHN C. BORCHERS

ADMINISTRATOR
GERALD L. BECKMAN

RESOLUTION G2010-19

**Resolution Adopting The Natural Gas
and Electric Aggregation Programs'
Plans of Operation and Governance**

WHEREAS, the voters of Symmes Township have authorized the pursuit of Governmental Aggregation for Natural Gas and Electric Utilities; and

WHEREAS, the plans of operation and governance for natural gas Governmental Aggregation and Electric Governmental Aggregation set forth in general terms the plans for coordinating with residents and utility suppliers.

NOW THEREFORE, BE IT RESOLVED by the Board of Trustees of Symmes Township, Hamilton County, Ohio that:

Section 1. The Board of Trustees hereby authorize and approve the plan of operation and governance for natural gas Governmental Aggregation as set forth in attachment one and the plan of operation and governance for Electric Aggregation set forth on attachment two.

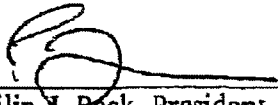
Section 2. This Resolution shall become effective from and after the earliest period allowed by law.

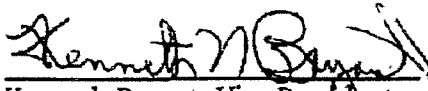
ADOPTED JULY 6, 2010

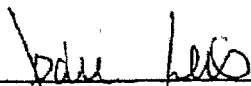
Vote Record: Mr. Beck Aye Mr. Bryant Aye Mrs. Leis Aye

RESOLUTION G2010-19


BOARD OF TRUSTEES:


Philip J. Beck, President

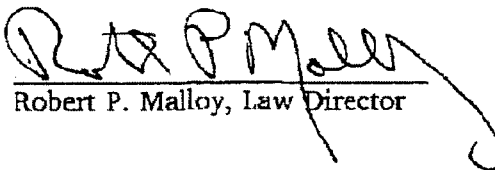

Kenneth Bryant, Vice-President


Jodie Leis, Trustee

ATTEST:


John C. Borchers, Fiscal Officer

APPROVED AS TO FORM:


Robert P. Malloy, Law Director

Affidavit of Publication

Publisher's Fee 1,070.80 Affidavit Charge 10.00

State of Ohio

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} SS.

}

Hamilton County

}

Personally appeared Janice Colston

(Of the The Enquirer, a newspaper printed in Cincinnati, Ohio and published in Cincinnati, in said County and State, and of general circulation in said county, and as to the Kentucky Enquirer published in Ft. Mitchell, Kenton County, Kentucky, who being duly sworn, depose and saith that the advertisement of which the annexed is a true copy, has been published in the said newspaper 2 times, once in each issue as follows:

5/03/10 5/10/10

☒ Cincinnati Enquirer

☐ Kentucky Enquirer

☒ Cincinnati.Com

Public Notice: Public Hearing on Symmes Township's Electric Aggregation Program Plan of Operation and Governance

Symmes Township will hold two public hearings on Symmes Township's Electric Aggregation Program Plan of Operation and Governance. The hearings will be held at 8:00 p.m. on May 18, 2010, and at 4:00 p.m. on May 27, 2010, both meetings to be held at the Symmes Township Safety Service Center, 8871 Weedy Lane, Cincinnati, OH 45140.

In November 2008, Symmes Township voters passed Electric Aggregation, which authorized the Township to form a governmental electric aggregation for the purchase of electricity on behalf of Symmes Township residents. Symmes Township shall submit its aggregation Plan of Operation for Electric Aggregation to the Public Utilities Commission pursuant to PUCO Regulation and Ohio law. Symmes Township shall develop an opt-out aggregation program following the procedures set forth in Ohio Revised Code Section 4928.08. Integrity Energy Services, Inc. (Integrity) is the consultant arranging for the retail electric service provider to the aggregate. Subject to the final approval of the Symmes Township Board of Trustees, the Symmes Township Board of Trustees will enter into an Electric Aggregation Supply Agreement with a certified supplier. Pricing for the program may provide a fixed rate, a variable rate, and/or a guaranteed percent savings for eligible customers that provide more price certainty and stability than the rates currently offered by Duke Energy. The offer is estimated to begin in August or September of 2010.

All eligible customers (Duke Energy 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 separate 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 or calling a toll free telephone number. New customers moving in Symmes 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

Janice Colston

AFFIANT

Sworn to before me, this

May 11, 2010

Roberta D. Hyde

Notary Public of Ohio

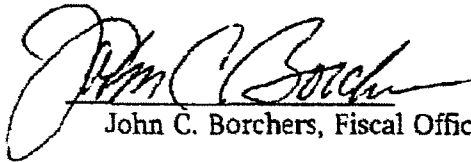


Roberta D. Hyde
Notary Public, State of Ohio
My Commission Expires 05-19-2013

CERTIFICATE OF FISCAL OFFICER

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution G2010-19 adopted by this Board of Symmes Township in regular session the 6th day of July, 2010.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of the Office of the Fiscal Officer of Symmes Township this 6th day of July, 2010.


John C. Borchers, Fiscal Officer

SYMMES TOWNSHIP, HAMILTON COUNTY, OHIO

ELECTRIC AGGREGATION PROGRAM

PLAN OF OPERATION AND GOVERNANCE

For More Information Contact:

Mr. Gerald L. Beckman

Symmes Township Administrator

9323 Union Cemetery Road

Symmes Township, Ohio 45140-9386

513-683-6644

PLAN OF OPERATION AND GOVERNANCE

Electric Governmental Aggregation

Introduction. On November 3, 2009, a majority of the voters in the Township of Symmes, OH, in the County of Hamilton, approved a referendum that authorized Symmes Township (the "Township") to pursue Automatic Governmental Aggregation. After the Township held two public hearings on the matter, the Township approved this Plan of Operation and Governance as prescribed by Section 4928.20 of the Ohio Revised Code. The Township has developed this Plan of Operation and Governance ("Plan of Operation") in accordance with the governmental aggregation provisions in Sections 4901:1-21-16 Ohio Administrative Code. Once certified as a Governmental Aggregator, the Township will be authorized to combine multiple retail electric customer loads within its geographic boundaries (the "Aggregation") for the purpose of facilitating the purchase of electric supply in Ohio's competitive retail electric market.

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

Additional Agreements. The Supply Agreement to be negotiated by the Governmental Aggregator for the Aggregation shall be for firm, all-requirements supply. The Government Aggregator and Supplier recognize that the Supply Agreement and the Automatic Aggregation Program Agreement shall contain terms and provisions in addition to those set forth herein. Each Aggregation participant will be individually bound to the Supplier by the terms of the Supply Agreement, and will be solely responsible for payment and performance. The electric supply charges for the Aggregation are included in the Supply Agreement that will be negotiated by the Governmental Aggregator. The electric supply charges will take the form of either a fixed price or a variable price. All electric supply charges will be fully and prominently disclosed in consumer enrollment materials (such as the Opt-out Notice), available on the Supplier's website, and available by calling the Provider's toll free customer service telephone number. The surcharge authorized under Section 4928.20 (I) will not be charged. Nothing in this Plan nor in the Supply Agreement shall be construed as establishing any obligation by the Government Aggregator to pay for any amounts that may become due by individual participants in the Aggregation.

Eligibility, Opt-out Disclosures, and Pooling Accounts. Section 4901:1-21-06 of the Ohio Administrative Code requires 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 100 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 the eligible list, those customers who appear on the "do not aggregate" list maintained under division (c) of section 4928.21 of the Revised Code. Finally the Provider will reduce the list by removing those accounts in rate classes that indicate (i) a higher demand than targeted for the Aggregation or (ii) a usage profile that is not consistent with ordinary residential and small commercial use.

Within thirty (30) days of receipt of the list from the Utility, the Provider, with assistance from the Governmental Aggregator, will prepare and mail an "Opt-out Notice" to each account that remains on the eligible list after it has been reduced as noted above. The Opt-out Notice will inform the eligible account holder that the Governmental Aggregator has formed an automatic (or "Opt-out") aggregation, provide the price for the electric supply to the Aggregation and other terms and conditions of service, and explain how the account holder can decline participation in the Aggregation. In the event 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 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 without penalty by contacting the Utility within seven (7) business days from the date of the enrollment.

In addition to the initial 21-day Opt-out period, each participant will be provided an opportunity to opt-out every two (2) years without paying an early termination fee. The Provider shall document all notices in accordance with PUCO Regulations.

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, the 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 expressing 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 is available by telephone 24 hours per day, 7 days per week. Any unresolved disputes should be directed to the Public Utilities Commission of Ohio and/or the Ohio Consumers Council. As a convenience, below is a list of helpful toll free telephone numbers.

<u>Natural of Complaint</u>	<u>Contact</u>	<u>Phone Number</u>
Outages/Emergencies	Utility	1-800-634-4300
Service turn on/off	Utility	1-800-544-6900
Billing Disputes	Utility	1-800-544-6900
Price/Joining/Leaving Program	Provider Customer Service	To be provided
Program Regulatory Questions	Provider Customer Service	To be provided
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 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 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 Commission-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 or by calling toll free (800) 686-7826 (VOICE) or (800) 686-1570 (TTY-TDD). Records of customer complaints will be retained by the Provider for two (2) years after the occurrence of the complaint. A copy of the complaint record will be provided to the PUCO within three (3) business days, if requested.

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

Aggregation participants who move from one location to another within the Township boundaries and are assigned a new account number may enroll their new account in the Aggregation

and receive the same price as they would have received if their location had not moved, provided the new account is eligible for Aggregation. Participants who move and receive a new account number may be dropped from the Aggregation by the Utility, but they will not be charged an early termination fee from the Provider. If a participant is dropped from the Aggregation due to a move within the Township, the participant should contact the Provider to be re-enrolled.

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

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

In the event that 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.)

7615711

Symmes Township
EXHIBIT A-4

**AUTOMATIC AGGREGATION DISCLOSURE – “OPT-OUT
FORM”**



Symmes Township Electric Aggregation Program

<<post mark date>>

<<Address Block>>

Dear Symmes Township Residents and Businesses,

We are writing to tell you about Symmes Township’s Electric Aggregation Program. In November, 2009, Symmes voters authorized the Township Trustees to form a governmental aggregation program to negotiate a favorable price and terms for electricity supply for Township residences and businesses. Symmes Trustees have again selected Dynegy, a competitive retail electric service provider, as the supplier for the program.

Here’s What to Expect:

- You receive a **Fixed Electricity Price** \$0.0535 per kWh through your December 2019 meter reading.
- You receive **one energy bill** including the Dynegy charge from Duke Energy, your local utility.
- After your enrollment is finalized, Duke Energy will send you a confirmation letter.
- You can leave the aggregation program without penalty, at any time.

You’re Automatically Enrolled

There is no cost to enroll. Enrollment is automatic for those who are eligible, but participation is voluntary. You may opt-out of this program without penalty by **May 7, 2018** or leave the program at any time for any reason by providing notice to Dynegy. Please see the enclosed terms and conditions for full details of the program.

How to Opt-Out

If you do not wish to participate, please complete and return the reply card below or call Dynegy, the electric supplier, at 888-682-2170 by **May 7, 2018**. If you choose to opt out, you will be served by Duke Energy under its standard service offer or until you choose an alternative electric supplier. If you switch back to your local utility, you may not be served under the same rates, terms, and conditions.

For questions, contact Dynegy at DynegyCustomerService@dynegy.com, call 888-682-2170 or visit Dynegy.com/symmestownship.

We look forward to providing this program.

Sincerely,

Symmes Township Trustees and Dynegy

Community: Symmes Township

☐ I do not want to participate in the Symmes Township Electric Aggregation Program. By checking this box, I understand that my account will **not** be included in the program.

This opt out must be post marked by **May 7, 2018** and mailed to: Dynegy, PO Box 272, Springfield, IL 62705

Customer Name _____ Account Number <<Account Number>>

Service Address <<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 \$0.0535 per kWh through your December 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 electric utility may charge switching fees to the Customer. The Price includes broker fees, but does not include any applicable taxes or fees or charges from the Customer's electric utility. If DES wishes to lower the Price due to a change in market conditions, DES may do so without Customer's consent provided there are no other changes to the terms and conditions of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

the negligence of, the Claiming Party, and which, by the exercise of due diligence or use of good utility practice, as defined in the applicable transmission tariff, the Claiming Party is unable to overcome or avoid or cause to be avoided, such as, but not limited to, acts of God; fire; flood; earthquake; war; riots; strikes, walkouts, lockouts and other labor disputes that affect Customer or DES. Force Majeure shall not be based on 1) Customer's inability to economically use the electricity purchased hereunder; or 2) Supplier's ability to sell the electricity at a price greater than the price under this Agreement.

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

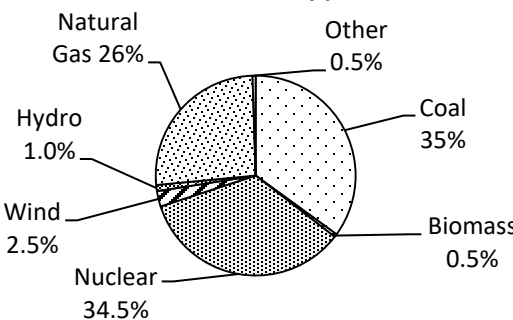
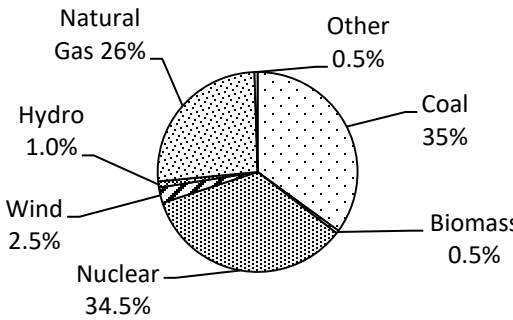
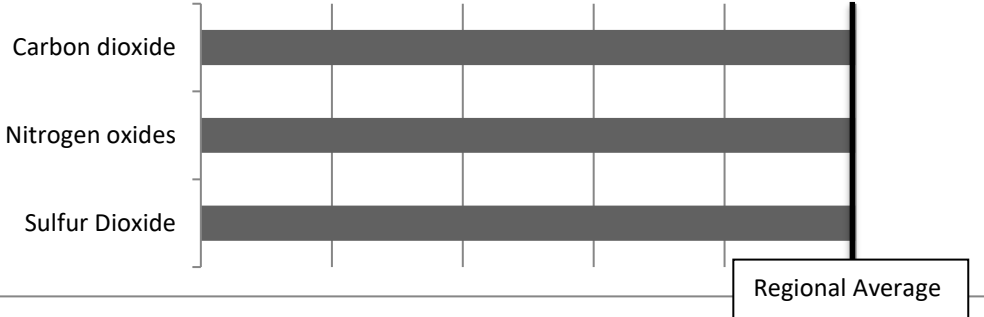
Contact Information

In the event of an emergency involving Customer's electric service (for example, an outage or downed power lines) Customer should call the emergency line for Customer's electric utility. In all other situations, Customer may contact DES toll free at 855-326-0520. Customer Care Representatives are available Monday – Friday, 8:00 am - 7:00 pm ET. During all other hours please leave a message for a return call. Customer may also contact DES by email at DynegyEnergyServicesOhio@dynegy.com, or by US Mail at DYNEGY, LLC, Attn: Customer Care, 312 Walnut Street, Suite 1500, Cincinnati, OH 45202. Customer may also visit Dynegy's website at <https://www.dynegy.com/electric-supplier>.

Environmental Disclosure Information

Dynegy Energy Services (East), LLC

Projected Data for the 2018 Calendar Year

<p>Generation Resource Mix -</p> <p>A comparison between the sources of generation used to produce this product and the historic regional average supply mix.</p>	<p>Supplier's Product</p> 	<p>Regional</p> 																				
<p>Environmental Characteristics--</p> <p>A description of the characteristics associated with each possible generation resource.</p>	<table><tr><td>Biomass Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Coal Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Hydro Power</td><td>Wildlife Impacts</td></tr><tr><td>Natural Gas Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Nuclear Power</td><td>Radioactive Waste</td></tr><tr><td>Oil Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Other Sources</td><td>Unknown Impacts</td></tr><tr><td>Solar Power</td><td>No Significant Impacts</td></tr><tr><td>Unknown Purchased Resources</td><td>Unknown Impacts</td></tr><tr><td>Wind Power</td><td>Wildlife Impacts</td></tr></table>		Biomass Power	Air Emissions and Solid Waste	Coal Power	Air Emissions and Solid Waste	Hydro Power	Wildlife Impacts	Natural Gas Power	Air Emissions and Solid Waste	Nuclear Power	Radioactive Waste	Oil Power	Air Emissions and Solid Waste	Other Sources	Unknown Impacts	Solar Power	No Significant Impacts	Unknown Purchased Resources	Unknown Impacts	Wind Power	Wildlife Impacts
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<p>Air Emissions --</p> <p>A comparison between the air emissions related to this product and the regional average air emissions.</p>																						
<p>Radioactive Waste --</p> <p>Radioactive waste associated with the product.</p>	<table><tr><th>Type:</th><th colspan="2">Quantity:</th></tr><tr><td>High-Level Radioactive Waste</td><td></td><td>Lbs./1,000 kWh</td></tr><tr><td>Low-Level Radioactive Waste</td><td></td><td>Ft³/1,000 kWh</td></tr></table>		Type:	Quantity:		High-Level Radioactive Waste		Lbs./1,000 kWh	Low-Level Radioactive Waste		Ft³/1,000 kWh											
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<p>With in-depth analysis, the environmental characteristics of any form of electric generation will reveal benefits as well as costs. For further information, contact Dynegy Energy Services (East), LLC at www.DynegyOhio.com or by phone at 877-331-3045.</p>																						

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

7/2/2018 4:03:25 PM

in

Case No(s). 10-1008-EL-GAG

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