

# Ohio | Public Utilities Commission



## 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 Newberry Township, Miami County  
 Address 7835 Ingle Road, Covington, OH 45318  
 PUCO Certificate # and Date Certified 17-1168E(1) 1/13/2017  
 Telephone # (937) 473-3778 Web site address (if any) \_\_\_\_\_

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

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

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

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.  
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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@agelc.com

Mary E. Benedict, Fiscal Officer  
Signature of Applicant & Title

Sworn and subscribed before me this 4<sup>th</sup> day of December 2018  
Month Year

Deanna K. Hess  
Signature of official administering oath

Deanna K. Hess, Notary  
Print Name and Title

My commission expires on 10/21/23



DEANNA K. HESS, Notary Public  
In and for the State of Ohio  
My Commission Expires October 21, 2023

# **AFFIDAVIT**

State of Ohio :

**Newberry Township**

ss.

(Town)

County of Miami :

MARY E. BENEDICT, Affiant, being duly sworn/affirmed according to law, deposes and says that:

He/She is the FISCAL OFFICER (Office of Affiant) of Newberry Township, (Name of Applicant);  
Miami County

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.

Mary E. Benedict, Fiscal Officer  
Signature of Affiant & Title

Sworn and subscribed before me this 4<sup>th</sup> day of December 2018  
Month Year

Deanna K. Hess  
Signature of official administering oath

Deanna K. Hess, Notary  
Print Name and Title

My commission expires on 10/21/23



DEANNA K. HESS, Notary Public  
In and for the State of Ohio  
My Commission Expires October 21, 2023

## **Exhibit A-2**

### **Newberry Township, Miami County**

#### *Authorizing Ordinance*

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

**BOARD OF TRUSTEES**  
**NEWBERRY TOWNSHIP, MIAMI COUNTY, OHIO**  
**RESOLUTION NO. 2016-06**

The Board of Trustees of Newberry Township, Miami County, Ohio, met during their regular meeting on the 12<sup>th</sup> day of July 2016 at the office of the trustees with the following members present:

George A. Furrow, Jr.

Dwane I. Runyan

J. Jason Sargent

Mr. Dwane I. Runyan moved to adopt the following:

A RESOLUTION AUTHORIZING ALL ACTIONS NECESSARY TO EFFECTUATE AN OPT-OUT ELECTRIC SERVICE AGGREGATION PROGRAM PURSUANT TO OHIO REVISED CODE SECTION 4928.20; AND DIRECTING THE MIAMI COUNTY BOARD OF ELECTIONS TO SUBMIT THE BALLOT QUESTION TO THE ELECTORS OF THE UNINCORPORATED AREA OF NEWBERRY TOWNSHIP; AND AUTHORIZING AN AGREEMENT WITH AN AGENT FOR SUCH PURPOSES.

**WHEREAS**, pursuant to Ohio Revised Code Section 4928.20, the Board of Trustees of Newberry Township (the "Board" or "Board of Trustees") 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 unincorporated area of Newberry Township 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**, pursuant to Ohio Revised Code Section 4928.20 the Board may exercise such authority jointly with any other board of township trustees, board of county commissioners or legislative authority of a municipal corporation and further, it is the Board's understanding that the legislative authority of the Village of Covington, which is located within the territorial limits of Newberry Township, is seeking authority to act as an aggregator of electrical service for the Village of Covington's residents; and

**WHEREAS**, in the public interest; and as the legislative authority of the Village of Covington is contemporaneously seeking authority to act as an electrical services aggregator on behalf of the Village of Covington's residents, the Board desires to submit to the electors of the unincorporated area of Newberry Township the question of whether the Board 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 Ohio Revised Code Section 4928.20; and

**WHEREAS**, the Board has adopted this Resolution pursuant to the authority conferred by Ohio Revised Code Section 4928.20.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF NEWBERRY TOWNSHIP, MIAMI COUNTY, OHIO, THAT:**

**Section 1.** The Board determines that it is in the best interest of the unincorporated area of Newberry Township ("Township") and certain electric service consumers located within the unincorporated area of Newberry Township 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 unincorporated area of Newberry Township pursuant to Section 9 of this Resolution, the Board is hereby authorized to aggregate, in accordance with Ohio Revised Code 4928.20, the retail electric service loads located within the unincorporated area of Newberry Township.

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

**Section 4.** That a duly designated authority or consultant, on behalf of the Board may exercise such authority jointly with any other board of township trustees, board of county commissioners or legislative authority of a municipal corporation to the full extent permitted by law, and for such purpose, the duly designated authority or consultant is hereby authorized to execute and deliver any necessary agreement(s) with such other board of township trustees, board of county commissioners or legislative authority of a municipal corporation, 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 that 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 that is not eligible for the aggregation by utility or Public Utilities Commission of Ohio rules.

**Section 6.** That the Program authorized by this Resolution shall not aggregate the retail electric loads of mercantile customers, as those customers are defined in Ohio Revised Code 4928.01, without the prior affirmative consent of each such customer within the unincorporated area of Newberry Township subject to the Program

**Section 7.** That the Board of Elections of Miami County is hereby directed to submit the following question to the electors within the unincorporated area of Newberry Township, Miami County, Ohio, at the election to be held on **November 8, 2016:**

*Shall the Board of Trustees of Newberry Township have the authority to aggregate retail electric loads located within the boundaries of the unincorporated area of Newberry Township, Miami County, Ohio and enter into service agreements for the sale and purchase of electricity, such aggregation to occur automatically except where any person elects to opt out?*

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

**Section 8.** That the Newberry Township Fiscal Officer is hereby directed to file this authorizing Resolution and other related matters with the Miami County Board of Elections no later than ninety (90) days prior to the November 8, 2016 election as required by Ohio Revised Code Section 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 Resolution and Ohio Revised Code section 4928.20.

**Section 9.** That upon approval by a majority of electors within the unincorporated area of Newberry Township voting at the election provided for in Section 8 of this Resolution, a duly designated authority or consultant acting on behalf of the Board is hereby authorized to, individually or jointly with any other board of township trustees, board of county commissioners or legislative authority of a municipal corporation 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 within the governmental boundaries of the unincorporated area of Newberry Township. The notice shall summarize the plan and state the date, time, and location of each hearing.

**Section 11.** No plan adopted by the Board of Trustees of Newberry Township shall aggregate any retail customers in the unincorporated area of Newberry Township 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 Resolution shall become effective immediately following its passage.

Mr. J. Jason Sargent seconded the motion and the roll was called on its adoption. The vote was as follows:

	Vote
Mr. George A. Furrow, Jr.	<u>yes</u>
Mr. Dwane I. Runyan	<u>yes</u>
Mr. J. Jason Sargent	<u>yes</u>



Dated this 12<sup>th</sup> day of July 2016.

Mary E. Benedict  
Mary E. Benedict, Fiscal Officer  
Newberry Township, Miami County, Ohio

CERTIFICATION

State Of Ohio, County of Miami:

I hereby certify that the foregoing is a true and accurate copy of the Resolution of the Board of Trustees of Newberry Township, Miami County, Ohio, adopted on the 12<sup>th</sup> day of July 2016 at its regular meeting.

Dated this 12<sup>th</sup> day of July, 2016.

Mary E. Benedict  
Mary E. Benedict, Fiscal Officer  
Newberry Township, Miami County, Ohio

2016 JUL 14 PM 1:22  
MIAMI COUNTY  
SANDUSKY ELECTIONS  
TWO OHIO

## **Exhibit A-3**

### **Newberry Township, Miami County**

#### *Plan of Operation and Governance*

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

# Plan of Operation and Governance

Municipal Opt-Out Electricity Aggregation Program

Newberry Township

12/9/2018

# 1.) Background

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**The Law – Ohio Revised Code (“ORC”) Section 4928.20 (A) states in part 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 (C) requires that the corporate authorities or county board “shall develop a plan of operation and governance for the aggregation program so authorized.” The subject Section goes on to describe that, at least two public meetings shall be held for public input, questions and comments regarding the Plan of Operation and Governance (“Plan of Operation and Governance” or “Plan”). 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.”

**(See also, 4901:1-21-16 Formation and operation of an opt-out governmental aggregation et seq.)**

## **Definitions:**

**“Aggregation”:** means combining the electric load of multiple retail customers through an agreement with the customers or formation of a governmental aggregation pursuant to section 4928.20 of the Ohio Revised Code for the purpose of purchasing retail electric generation service on an aggregated basis.

**“Commission” or “PUCO”:** means the public utilities commission of Ohio.

**“Fixed Price” :** means an all-inclusive per kWh price that will remain the same for at least three billing cycles or the term of the contract, whichever is longer.

**“Governmental aggregator” or “GA”:** means the legislative authority of a municipal corporation, the board of township trustees of a township or a board of county commissioners of a county that aggregates the citizens of a municipal corporation, township or unincorporated areas of a county in accordance with Section 4928.20 of the Ohio Revised Code for the purpose of purchasing retail electric generation service on an aggregated basis.

**“Kilowatt” or “kw”:** means a 1,000-watt unit of energy.

**“Kilowatt Hour” “kwh”:** means a 1,000-watt unit of energy for one hour. This is the standard measurement for the amount of electricity a customer uses.

**“Mercantile customer”** shall have the meaning set forth in division (A)(19) of section 4928.01 of the Revised Code.

**“Residential ” customer:** means a customer of a competitive retail electric service for residential purposes.

**“Standard Service Offer” or “SSO” :** means the electric generation service a customer will receive from their local electric utility if they do not choose an electric supplier.

**“Terms and Conditions”:** means a contract between a competitive retail electric service provider and a customer that outlines fees, length of service and other important information.

**“Variable Price”:** means an all-inclusive per kWh price that can change, by the hour, day, month, etc., according to the terms and conditions in the supplier's disclosure statement.

Any load aggregation plan established shall provide for the following:

- Universal access to all applicable Residential and Small Commercial (non-Mercantile customer; under 700,000 kWh annual load) customers and equitable treatment of eligible Residential and Small Commercial 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 Newberry Township Municipal Opt-Out Electricity Aggregation Program (“Program” or “Opt-Out Program”) is approved for eligible Residential and Small Commercial customers, then:

- 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 eligible customers accept and are committed, or obligated under the Terms and Conditions, unless the eligible customer affirmatively opts-out of the Program.
- If the corporate authorities or county board operate as an Opt-Out Program for eligible Residential and Small Commercial customers, then it shall be the duty of the selected Competitive Retail Electric Service provider (“CRES” or “Supplier”) to fully inform those eligible customers in advance and in accordance with all applicable rules and statutes that they have the right to opt-out of the Program.
- On 7/12/2016 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 November 8, 2016, ballot to operate an Aggregation Program as an “Opt-Out” Program. Under the Opt-Out Program, all eligible DP&L Residential and Small Commercial retail electric customers in city/village/township/county’s jurisdiction are automatically included as participants in the Program unless they affirmatively Opt-Out of the Program by providing written notice (or other possible notice, as described in the applicable Opt-Out letters) of their intention not to participate in the Program. On November 8, 2016, 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 an Opt-Out 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 Supplier and commodity product, or service for participating Residential and Small Commercial customers. Additionally, Consultant shall assist the corporate authority or county board in completing and

filing all reporting and documentation for Newberry Township as a Governmental Aggregator 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 Commercial 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, 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, but a different pricing mechanism, such as a guaranteed saving rate (based upon the respective utility's rate), shall be considered. The corporate authority or county board may contract with one or more CRES if necessary to meet the needs of participating Residential and Small Commercial customers.

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 Commercial customers' electricity load within the corporate authority or county board's municipal boundaries and seek bids from qualified and PUCO licensed 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 Residential and Small Commercial customers participating in the Program.

## 3.) Eligible Customers

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Eligible customers under the 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 Commercial 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 Program.
- Customer is in an existing power supply agreement with a CRES other than the current Supplier of the Program;
- Customer has a special arrangement with the EDU;
- A Mercantile customer that has not provided affirmative consent (opted-in) to join the Program;
- Customer is enrolled in a 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 applicable 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, OAC 4901:1-21-17, and all other applicable statutes and rules. An initial opt-out period will be held and Residential and Small Commercial customers who choose to opt-out will remain on the EDU's Standard Service Offer.

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 could potentially 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 Program. 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's in the state. The Opt-Out notice will clearly notify the applicable Residential and Small Commercial customers 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 twenty-one (21) days. Customers not wishing to participate in the Program will have twenty-one (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 reasonably 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 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 to eligible Residential and Small Commercial 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 provider. Additional options for opting-out may be offered by the 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 Commercial customers 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)** calendar days to rescind the contract by contacting the EDU. The selected Supplier will not enroll those accounts that have opted-out of Program, or rescinded their enrollment.

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, township or county from another municipality:** Residential and Small Commercial customers that move into the city, village, township or county's jurisdiction will be welcome to participate 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, township or county's jurisdiction:** Selected CRES shall continue service at the same rate and under the same terms and conditions for Residential and Small Commercial customers that are in the Program, but move to a different premise within the city, village, township or county's jurisdiction prior to the expiration of the contract term. The subject customer described in this Section, 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 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 Program for the time remaining in the term of the agreement with the Supplier ("Power Supply Agreement"). 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 Supplier 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, or cancel their electric supply service under the Program without penalty at any time.

*The CRES must provide the corporate authority or county board and Consultant, upon request, within a reasonable period of time, 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 twelve (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 Commercial 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, or cancel their electric supply service under the Program according to the terms of the Power Supply Agreement and T&Cs.

**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 may enter into a

separate customer service plan agreement or the terms may be included in the Power Supply Agreement.

**Any electric customer, including any participant in this 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. (Eastern Time) 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 may 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 reasonably 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 attempt to promptly notify in writing, any changes or amendments to any laws, rules or regulations applicable to the Program. The CRES, however, does not represent the Governmental Aggregator, or Consultant. The GA, or Consultant should independently seek advice, or expertise, including legal counsel to represent their interests if deemed necessary.

**Notification to EDU:** The Residential and Small Commercial 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 Residential and Small Commercial customers will not be asked to take affirmative steps to be included in the Program. To the extent that EDU requires notification of participation, the selected Supplier shall provide such notice to EDU. Periodically, the CRES will inform EDU through electronic means, of any new members enrolling into the Program.

**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's 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 Agreement 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 and in good standing as a Competitive Retail Electricity Service provider by the PUCO;
- Compliant procedures regarding Purchase of Receivables/Utility Consolidated Billing ("POR-UCB Program") facilitating EDU single billing to participants in the Program.
- Power Supply Agreement 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 POR-UCB Program 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-UCB 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 Residential or Small Commercial customers. EDU and/or CRES billing practices should be consistent with all applicable rules, utility tariff, and 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. In the case of a POR-UCB Program, the billing method the Program will utilize, the CRES' receivable becomes EDU's receivable and EDU will generally be responsible for those collection efforts under EDU's tariff, policy and requirements.

Customers will continue to receive their electricity bill from EDU, will continue to call EDU for service-related issues, including emergencies, 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 ("CRES" or "Supplier") provider. The Consultant will evaluate the bids received and will recommend a single CRES to serve as the electricity supplier to all eligible Residential and Small Commercial customers 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 EDU, or continue service at a rate equal to the EDU Standard Service Offer.

- *Guaranteed Savings Rate* – a variable rate guaranteed to be a certain percentage below EDU's Standard Service Offer, or 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).  
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 Small 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 Residential and Small Commercial customers. 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 Commercial 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 (if applicable) 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

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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

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The corporate authority or county board will be presented with and have the option to execute a Power Supply 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 Power Supply Agreement may include, but not limited to:**

- 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 consistent with the Plan of Operation and Governance as approved and amended if need be.
- Agreement not to solicit or contract directly with eligible Residential or Small Commercial customers in the Program for service or rates outside the Program.
- 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 may 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;
  - 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;
  - Intentional 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 that shall be reasonable and quantified by the corporate authority or county board.
- Upon termination, the corporate authority or county board will notify EDU to return the *Residents and Small Commercial 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 Power Supply 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 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 Power Supply 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 (3) 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 applicable law and PUCO rules. Participants will also be notified of their right to select an alternate 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 Residential and Small Commercial 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; and
- 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 937-498-2335 for a copy or to obtain additional information

**Any electric customer, including any participant in the aforementioned 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 (Eastern Time), or at [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov).**

## **Exhibit A-4**

### **Newberry Township, Miami County**

#### *Automatic Aggregation Disclosure*

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

**Newberry Township Electric Aggregation Program**

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

<<post mark date>>

Dear Newberry Township Residents and Businesses,

Newberry Township is offering you an opportunity to participate in an Electric Governmental Aggregation Program. Newberry Township voters previously authorized the Township to form a governmental aggregation program and negotiate favorable electric supply prices for eligible residences and businesses. The Township recently selected Dynegy as the program supplier through your April 2020 meter read. Both the Township and Dynegy 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 **October 1, 2018**.

**Program details:**

- **Fixed Electricity Price** of 5.29 ¢ per kWh through your April 2020 meter reading.
- **One energy bill** from Dayton Power & Light, your local utility.
- **No cancelation fee at any time!**
- 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 **October 1, 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 Dynegy. If you become part of the aggregation, you may cancel the agreement at any time at no charge by providing notice to Dynegy. If you choose to opt out of the program at this time, or if you choose to leave the program at a later date, you will be served by your utility under its standard service offer or until you choose an alternative supplier 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 Dynegy at [DynegyCustomerService@dynegy.com](mailto:DynegyCustomerService@dynegy.com) or call 888-682-2170. Please see the enclosed Terms and Conditions for full program details.

Regards,

Newberry Township and Dynegy

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**Community: Newberry Township**

♦ Opt out of the Newberry Township Government Electric Aggregation Program. By checking this box, I understand that my account will not be included in the aggregation program.

**This opt out must be post marked by October 1, 2018 and mailed to Dynegy, P.O. Box 650764 Dallas TX 75265**  
Please fill out the required information in **bold**:

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

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

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

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

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

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

**3. Price and Initial Term** – The price for electricity (Price) will be \$0.0529 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 DES and Customer's electric utility process Customer's enrollment. In addition to delivering electricity, Customer's electric utility will continue to read Customer's meter, bill the Customer and respond to any outages. If Customer switches back to Customer's electric utility for any reason, Customer may or may not be served under the same rates, terms, and conditions that apply to other customers served by the electric utility. The Price includes broker fees, but does not include any applicable taxes, fees or charges related to distribution service from the Customer's electric utility. If DES wishes to lower the Price due to a change in market conditions, DES may do so without Customer's consent provided there are no other changes to the terms and conditions of this Agreement.

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

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

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

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

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

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

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

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

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

**Contact Information**

In the event of an emergency involving Customer's electric service (for example, an outage or downed power lines) Customer should call the emergency line for Customer's electric utility. In all other situations, Customer may contact DES toll free at 888-682-2170. Customer Care Representatives are available Monday – Friday, 8:00 am - 7:00 pm ET. During all other hours please leave a message for a return call. Customer may also contact DES by email at [DynegyCustomerService@dynegy.com](mailto:DynegyCustomerService@dynegy.com), or by US Mail at DYNEGY, LLC, Attn: Customer Care, P.O. Box 650764 Dallas TX 75265. Customer may also visit Dynegy's website at <https://www.dynegy.com/electric-supplier>.