



Public Utilities Commission

Original GAG Case Number	Version
17 - 0468-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 Board of Township Trustees of Anderson Township, County of Hamilton, State of Ohio
Address 7850 Five Mile Road, Cincinnati, OH 45230
PUCO Certificate # and Date Certified 17-1205E(1); March 21, 2017
Telephone # (513) 688-8400 Web site address (if any) www.andersontownship.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 Mr. Mark Bishop
Title Vice President, Energy Alliances, Inc.
Business address 8469 Blue Ash Road, Suite 1, Cincinnati, OH 45236
Telephone # (513) 794-5555 Fax # (888) 735-0359
E-mail address mbishop@energyalliances.com

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

Name Mr. Mark Bishop
Title Vice President, Energy Alliances, Inc.
Business address 8469 Blue Ash Road, Suite 1, Cincinnati, OH 45236
Telephone # (513) 794-5555 Fax # (888) 735-0359
E-mail address mbishop@energyalliances.com

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

Customer Service address 8469 Blue Ash Road, Suite 1, Cincinnati, OH 45236
Toll-free Telephone # (800) 735-0359 Fax # (888) 735-0359
E-mail address mbishop@energyalliances.com

Anderson Township (County of Hamilton), Ohio, acting by and through its Board of Township Trustees

[Signature]
Signature of Applicant & Title

Anderson Township Administrator

Sworn and subscribed before me this 11th day of January, 2019

Month

[Signature]
Signature of official administering oath

[Signature] Year
NOTARY PUBLIC FOR THE STATE OF OHIO
My Commission has no expiration
Sec. 3-17.03 Ohio Rev. Code
Print Name and Title

MARGARET W. COMEY
NOTARY PUBLIC FOR THE STATE OF OHIO
My commission expires on My Commission has no expiration
Sec. 3-17.03 Ohio Rev. Code

AFFIDAVIT

State of Ohio :

Anderson Township ss.
(Town)

County of Hamilton :

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

He/She is the Township Administrator (Office of Affiant) of Anderson Township, County of Hamilton, Ohio, acting by and through its Board of Township Trustees (Name of Applicant);

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


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

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

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


Signature of Affiant & Title
Anderson Township Administrator

Sworn and subscribed before me this 11th day of January, 2019
Month Year


Signature of official administering oath

MARGARET W. COMEY
NOTARY PUBLIC FOR THE STATE OF OHIO
My Commission has no expiration
Sec. 147.03 Ohio Rev. Code
Print Name and Title

My commission expires on MARGARET W. COMEY
NOTARY PUBLIC FOR THE STATE OF OHIO
My Commission has no expiration
Sec. 147.03 Ohio Rev. Code

ANDERSON TOWNSHIP, HAMILTON COUNTY, OHIO

EXHIBIT A-2 "AUTHORIZING ORDINANCE"

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

2016 AUG -3 PM 2:34

The Board of Township Trustees met in regular session at 2 p.m. this 4th day of August, 2016, with the following members present:

Andrew S. Pappas
Joshua S. Gerth
Robin D. Stone

Mr. Gerth introduced the following resolution and moved its passage:

RESOLUTION No. 16-0804-02

**A RESOLUTION AUTHORIZING ALL ACTIONS NECESSARY TO EFFECT A
GOVERNMENTAL ELECTRIC AGGREGATION PROGRAM FOR ANDERSON TOWNSHIP
WITH OPT-OUT PROVISIONS PURSUANT TO SECTION 4928.20 OF THE REVISED CODE,
AND DIRECTING THE HAMILTON COUNTY BOARD OF ELECTIONS TO SUBMIT THE
QUESTION OF THE AUTHORITY TO AGGREGATE TO THE ELECTORS OF THE
TOWNSHIP.**

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

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

WHEREAS, the Anderson Township Board of Township Trustees (the "Board") seeks to establish a governmental aggregation program for Anderson Township with opt-out provisions pursuant to Section 4928.20 of the Revised Code (the "Aggregation Program") for the residents, businesses and other electric customers in Anderson Township (other than mercantile customers, within the meaning of Section 4928.01(A)(19) of the Revised Code, who can only be aggregated with their prior, affirmative consent) and, if deemed advantageous to the Township, in conjunction jointly with any other municipal corporation, township, county or other political subdivision of the State of Ohio, as permitted by law; and

WHEREAS, this Board seeks to put the question of whether to authorize the Aggregation Program to the electors of the Township; and

WHEREAS, if approved by a majority of the electors voting upon the question at the general election on November 8, 2016, then this Board will proceed pursuant to Section 4928.20 of the Revised Code to develop a plan with respect to the operation and governance of the Aggregation Program so authorized; and

WHEREAS, this Board would hold at least two public hearings with respect to the plan after due publication of notice as required by Section 4928.20 of the Revised Code;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TOWNSHIP TRUSTEES OF ANDERSON TOWNSHIP, HAMILTON COUNTY, STATE OF OHIO, as follows:

SECTION 1. This Board finds and determines that it is in the best interest of Anderson Township, its residents, businesses and other electric consumers located within the Township to establish the Aggregation Program in Anderson Township if, and only if, the authorization of this Resolution to establish the Aggregation Program is approved by the electors of Anderson Township pursuant to Section 2 of this Resolution. If so approved by the electors, then Anderson Township is hereby authorized to aggregate in accordance with Section 4928.20 of the Revised Code, the retail electric loads located within Anderson Township, and for that purpose to enter into service agreements to facilitate for those loads the sale and purchase of electric. Anderson Township may exercise such authority jointly with any other municipal corporation, township or county or other political subdivision of the State of Ohio to the full extent permitted by law if deemed by this Board to be financially advantageous to the electors of Anderson Township. The aggregation will occur *automatically* for each person owning, occupying, controlling, or using an electric load center proposed to be aggregated, other than those persons deemed to be "mercantile customers" within the meaning of Section 4928.01(A)(19), and will provide for the opt-out rights described in Section 3 of this Resolution.

SECTION 2. The Hamilton County Board of Elections is hereby directed to submit the following question to the electors of Anderson Township at the general election on November 8, 2016.

"Shall the Anderson Township Board of Township Trustees have the authority, alone or jointly with the legislative authority of any other township or municipal corporation or county, to aggregate the retail electric loads located in the Township, and for that purpose, to enter into service agreements to facilitate for those loads the sale and purchase of electricity, such aggregation to occur automatically except with respect to mercantile customers and except with respect to any person who affirmatively elects by a stated procedure to opt out of the aggregation program, as permitted by Section 4928.20 of the Ohio Revised Code?"

The Fiscal Officer, or his designee, shall 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 ninety (90) days prior to November 8, 2016. The Aggregation Program shall not take effect unless approved by a majority of the electors voting upon question at the election held pursuant to this Section 2 and Section 4828.20 of the Revised Code.

SECTION 3. Upon the approval of a majority of the electors voting at the election provided for in Section 2 of this Resolution, this Board, alone or jointly with the legislative authority of any municipal corporation, township, or county, shall develop a plan of operation and governance for the Aggregation Program. Before adopting such plan, this Board shall hold at least two public hearings on the plan. Before the first public hearing, notice of the hearings shall be published once a week for two consecutive weeks in a newspaper of general circulation in the Township. The notice shall summarize the plan and state the date, time, and location of each hearing. No plan adopted by this Board shall aggregate the electric load of any electric load center within the Township unless it in advance clearly discloses to the person owning, occupying, controlling, or using the load center that the person will be enrolled automatically in the Aggregation Program and will remain so enrolled unless the person affirmatively elects by a stated procedure not to be so enrolled. This disclosure shall state prominently the rates, charges, and other terms and conditions of enrollment. The stated procedure shall allow any person enrolled in the Aggregation Program the opportunity to opt out of the program every three years without paying a termination fee or 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 by the electric service company providing distribution service for the person's retail electric load until the person chooses an alternative supplier.

SECTION 4. The preambles hereto are and shall for all purposes be construed to be integral and operative parts of this Resolution.

SECTION 5. Notice of the adoption of this Resolution shall be posted to the Township's website.

SECTION 6. This Board hereby finds and determines that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in open meetings of this Board, and that all deliberations of this Board and of any of its committees that resulted in such formal actions were taken in meetings open to the public, in compliance with all legal requirements, including (without implied limitation) Revised Code Section 121.22, except as otherwise permitted thereby.

SECTION 7. This Resolution shall be effective on the earliest date permitted by law.

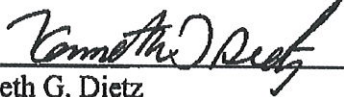
Ms. Stone seconded the motion, and the roll being called upon the question of passage, the vote resulted as follows:

Mr. Pappas yes Mr. Gerth yes Ms. Stone yes

CERTIFICATION

The undersigned, duly elected and acting Fiscal Officer of Anderson Township, Hamilton County, Ohio, hereby certifies that the foregoing is a true copy of a Resolution duly passed at a regular meeting of the Board of Township Trustees of said Township on the 4th day of August, 2016, together with a true record of the roll call vote thereon, and that said Resolution has been duly entered upon the Journal of said Township.

Dated: August 4, 2016



Kenneth G. Dietz
Fiscal Officer
Anderson Township, Ohio

RECEIPT

Receipt of the foregoing Resolution of the Board of Township Trustees of Anderson Township, Ohio, is acknowledged this 4th day of August, 2016, being more than ninety (90) days before the general election to be held on November 8, 2016.

HAMILTON COUNTY BOARD OF ELECTIONS

By: _____

Name: Sherry A. Poland

Title: Director

ANDERSON TOWNSHIP, HAMILTON COUNTY, OHIO
EXHIBIT A-3 "OPERATION AND GOVERNANCE PLAN"

PLAN OF OPERATION AND GOVERNANCE

**PLAN OF OPERATION AND GOVERNANCE
for the
ANDERSON TOWNSHIP ELECTRIC AGGREGATION PROGRAM**

Introduction. At the general election held on November 8, 2016, a majority of the voters in Anderson Township (County of Hamilton), Ohio (the "Township"), approved the authority of the Board of Township Trustees of the Township (the "Board") to aggregate the retail electric loads located in the Township, such aggregation to occur automatically except with respect to mercantile customers and to any other person who elects by a stated procedure to opt-out of the Anderson Township Electric Aggregation Program (the "Program"). The Board held public hearings on the matter on January 19, 2017, at 12:00 p.m. and at 6:00 p.m., and after considering public input, approved this Plan of Operation and Governance for the Program as prescribed by Section 4928.20(C) of the Ohio Revised Code (the "Revised Code"). The Board has developed this Plan of Operation and Governance for the Program (the "Plan of Operation") in accordance with the governmental aggregation provisions in Section 4901:1-21-16 of the Ohio Administrative Code (the "OAC"). 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 (the "Provider") to supply the Aggregation, (ii) negotiate the terms of supply between the Provider and each Aggregation participant, and (iii) oversee the enrollment procedures administered by the Provider.

The Contract. The electric supply contract negotiated by the Governmental Aggregator for the Aggregation (the "Contract") shall be for firm, full-requirements supply. Each participant in the Aggregation (each, an "Aggregation Participant") will be individually bound to the Provider by the terms of the Contract, and will be solely responsible for payment of electric supply charges and performance required of it. The electric supply charges for Aggregation shall be stated in the Contract negotiated by the Governmental Aggregator. The electric supply charges will take the form of a fixed price or variable price charge and may provide for different rates to different rate classes within the Aggregation. All electric supply charges will be fully and prominently disclosed in consumer enrollment materials (including the Opt-Out Notice described herein), available on the Provider's website and available to consumers who call the Provider's toll free customer service telephone number. The surcharge authorized under Section 4928:20 of the OAC will not be charged to Aggregation Participants.

Eligibility, Opt-Out Disclosures, and Pooling Accounts. Section 4901:1-21-06 of the OAC requires Duke Energy-Ohio, the local electric distribution utility ("Duke Energy" or 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 to become Aggregation Participants: 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 who appear on the "do not aggregate" list of the Public Utility Commission of Ohio ("PUCO"); customers on the Percentage of Income Payment Plan ("PIPP"); customers that have past due amounts owing to the Utility; and mercantile customers that have not provided affirmative consent to join the Program. "Mercantile customer" means a commercial or industrial customer if the electricity consumed is for nonresidential use and the customer consumes more than seven hundred thousand kilowatt hours per year or is part of a national account involving multiple facilities in one or more states. In addition, the Township intends to include in the Aggregation only those residential and non-mercantile customers with a demand of less than 200 KW and a load profile consistent with ordinary residential and small commercial use. Using this list of eligible accounts, the Provider, with the assistance of the Governmental Aggregator, will review the list to verify that the eligible accounts are located within the geographic boundaries of the Township and that an area within the Township boundaries has not been inadvertently filtered from the list. The Provider will also remove from the eligible list those customers who appear on the "do not aggregate" list as stated under division (c) of Section 4928.21 of the Revised Code. Finally, the Provider will reduce the list by removing those accounts in rate classes that indicate (i) a higher demand than targeted for the Aggregation or (ii) a usage profile that is not consistent with ordinary residential and small commercial use.

Within thirty (30) days of receipt of the list from the Utility, the Provider, with assistance from the Governmental Aggregator, will prepare and mail an "Opt-Out Notice" to each account holder that remains on the eligible list after it has been reduced as noted above, which Notice shall be clearly marked from the outside, "important notice regarding your electric service." The Opt-Out Notice will inform the eligible account holder that the Governmental Aggregator has formed an automatic (or "Opt-Out") Aggregation which means that the customer's account will automatically be included in the Aggregation unless the account holder affirmatively OPTS OUT of the Aggregation; provide a summary of the Governmental Aggregator's actions taken to authorize the Aggregation; disclose the price for the electric supply to the Aggregation, whether fixed-rate or variable rate, and the applicable rate to customers within each rate class if more than one such class is utilized; disclose other terms and conditions of service, including an itemized list and explanation of all fees and charges that are not incorporated into the rates charged for electricity generation but that will be charged to the Aggregation Participant, including any early termination penalties and any surcharges, or portions thereof, that may be assessed to the Aggregation Participant (provided that early termination penalties shall not apply to a customer who moves out of the Governmental Aggregator's territory); disclose the dates covered by the Program, including an estimated commencement date; explain how the account holder can decline participation in the Aggregation; disclose rate implications for customers returning to the Utility after commencement of the Program; disclose credit and deposit policies and requirements; disclose any limitations or conditions on customer acceptance into Aggregation. If the Township determines the Aggregation Participants should not purchase stand-by service from the Utility, that fact would be prominently disclosed in the Opt-Out Notice with a description of how it would impact the Aggregation Participants.

As required by 4901:1-21-17 of the OAC, the Opt-Out Notice will indicate that the account holder has twenty-one (21) calendar days from the date of postmark of the Opt-Out Notice to

affirmatively respond, and thereby opt-out of the Program, by either telephoning the toll-free number provided during prescribed times or returning a postcard that is included in the Opt-Out Notice, to the Provider.

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 calendar 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 Aggregation Participant will receive an enrollment notice from the Utility that will indicate that the enrollee may rescind its participation in the Aggregation by contacting the Utility within seven (7) calendar days.

In addition to the initial 21 calendar day Opt-Out period, each Aggregation Participant will be provided an opportunity to opt-out of the Program at any time without paying an early termination fee.

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

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

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

<u>Nature of Complaint</u>	<u>Contact</u>	<u>Phone Number</u>
Outages/Emergencies	Utility – Duke Energy	1-800-543-5599
Service turn on/off	Utility – Duke Energy	1-800-544-6900
Billing Disputes	Utility – Duke Energy	1-800-544-6900
Price/Joining/Leaving Program	Provider Customer Service	TBD

Program Regulatory Questions	Provider Customer Service	TBD
Unresolved Disputes	Public Utilities Commission	1-800-686-7826
Unresolved Disputes-Residential	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 it and/or the Township within three (3) business days following Provider's receipt of the complaint. In the case of a PUCO complaint, the Provider will investigate and provide a status report to the customer and PUCO staff within three (3) business days following the Provider's receipt of the complaint. If an investigation into a complaint received from the customer or a complaint referred by the PUCO is not completed within ten (10) business days, then a status report will be given to the customer, and, if applicable, the PUCO. These status reports will be given every three (3) business days until the investigation is complete, unless the action that must be taken takes longer than three (3) business days and the customer has been so notified. Final results of a PUCO-referred complaint will be provided to the PUCO either orally (phone) or in writing (e-mail, written correspondence), no later than three (3) business days after the investigation is completed. The final results will be provided in writing to the customer no later than three (3) business days after the investigation is completed. Customers retain the right to contact the PUCO regarding complaints and disputes. All customers have the right to contact the PUCO by writing to Public Utilities Commission of Ohio, Attn: IAD, 180 E. Broad St., Columbus, OH 43215-3793; by fax to (614) 752-8351; through their website at www.puc.state.oh.us or by calling toll free (800) 686-7826 (VOICE) or 711 (TTY-TDD). Records of customer complaints will be retained for two (2) years after the occurrence of the complaint. A copy of the complaint record will be provided to the PUCO within three (3) business days if requested.

Moving within the Township. An Aggregation Participant who moves from one location to another within the Township boundaries and retains the same account number will remain an Aggregation Participant and will receive the same price it would have received if its location had not moved.

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

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

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

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

Amendment of the Plan of Operation. The Township shall not alter its Plan of Operation in any way that materially affects the Aggregation Participants without first providing notice to all affected Aggregation Participants and providing them the opportunity to Opt-Out of the Aggregation according to procedures established for the initial Opt-Out Notice. The Notice shall set forth the changes to the Plan of Operation, inform the Aggregation Participant of its right to opt-out of the Aggregation without penalty, and identify the method and timeframe for the Aggregation Participant to opt-out.

Reliability of Power Supply. The Plan will only affect the generation source of power. Duke Energy will continue to deliver power through its transmission and distribution systems. Responsibility for maintaining system reliability continues to rest with Duke Energy. If Aggregation Participants have service reliability problems they should contact Duke Energy for repairs. The PUCO has established "Minimum Reliability Standards" for all utilities operating distribution systems in Ohio. Aggregation Participant outages, duration of outages, interruptions, etc., are monitored to ensure reliability remains at satisfactory levels.

In addition to maintaining the "wires" system, Duke Energy is required to be the "Provider of Last Resort." This means, should the Provider fail for any reason to deliver any or all of the electricity needed to serve the Aggregation Participants' needs, Duke Energy will immediately provide for the shortfall. Duke Energy would then bill the Provider for the power provided on its behalf. The Aggregation Participants would incur no additional cost.

Provider Qualification Selection Criteria. Only Competitive Retail Electric Service Providers meeting the minimum criteria set forth below will be considered.

- The Provider must be certified by the PUCO.
- The Provider must be registered with Duke Energy Corporation to do business in its service territory.

- The Provider must have successfully completed Electronic Data Interchange (EDI) computer system testing with Duke Energy to support Governmental Aggregation Program transactions.
- The Provider must agree to hold the Township harmless from any financial obligations arising from the Program.
- The Provider must agree to notify the Township and to negotiate with the Township at least 60 days in advance of giving notice to terminate the Contract for any reason other than (i) the scheduled end date or (ii) Force Majeure.

Miscellaneous. The Program may be terminated upon the termination or expiration of the Contract with the Provider without any extension, renewal or subsequent supply contract being negotiated. Each Aggregation Participant receiving electric supply service under the Program will receive notification at least 45 days prior to termination of the Program unless the Program is terminated for the reason of Force Majeure. In the event of termination, Aggregation Participants would either return to Duke Energy supply service or choose a Competitive Retail Electric Service Provider on their own.

If the Township is unable to find a satisfactory offer at the end of the Contract, it has the option of maintaining its status as a Governmental Aggregator while it continues to seek offers for its Aggregation Participants.

ANDERSON TOWNSHIP, HAMILTON COUNTY, OHIO
EXHIBIT A-4 - AUTOMATIC AGGREGATION DISCLOSURE –
“OPT-OUT FORM”

ANDERSON TOWNSHIP LOGO

SUPPLIER LOGO

Anderson Township Electric Aggregation Program

Date

<insert customer name>>

<insert customer address>>

Dear Anderson Township Residents and Businesses,

Anderson Township is offering you an opportunity to participate in an Electric Governmental Aggregation Program. Township voters authorized the Township Trustees to form a governmental aggregation program and negotiate favorable electric supply prices for eligible residences and businesses. The Township recently selected <supplier> as the program supplier through your <Month Year> meter read date. Both Anderson Township and <supplier> are certified by the Public Utilities Commission to provide this service. As an eligible resident or business, you will be automatically enrolled in the program unless you choose to opt-out (not participate) by <Month Day Year>.

If you do not opt-out, your service is estimated to begin no later than your <Month Year> meter read. Some of the plan highlights...

- Fixed Electricity Price of \$0.XXX per kWh through your <Month Year> meter reading.
- Provides security against electricity price fluctuations.
- One energy bill from Duke Energy, your local utility.
- No Fee to cancel at any time

Billing / Service Delivery Unchanged

Other than the price and supplier, nothing regarding your electric service will change. You will continue to receive one monthly bill from Duke Energy Ohio. Duke will continue to deliver your electricity and be responsible for maintaining the system that delivers electricity to your home.

Enrollment Information

After your enrollment is finalized, Duke Energy Ohio will send you a letter confirming your enrollment. As required by law, this letter will inform you of your ability to rescind your enrollment with no penalty.

How to Opt-Out

If you do not wish to participate, you must opt-out no later than <Month Day Year> by any one of the following methods:

- Fill out the reply card below and return it by <Month Day Year>
- Call us toll-free at < Toll Free Number>

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 <supplier>. If you become part of the aggregation, you may cancel the agreement at any time at no charge by providing notice to <supplier>. 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.

If you have questions, contact <supplier> at <supplier@<supplier>.com or call <Toll Free Number>.

Please see the enclosed Terms and Conditions for full details regarding the rate option and other terms of the program.

Regards,

Community: Anderson Township

☐ Opt out of the Anderson 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 <Month Day Year>

If opting out mail to: <supplier>, <address>

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 (currently, Duke Energy Ohio) remains responsible for the electric distribution services and delivery of electricity to the Customer.
- 2. Residential or Small Commercial Service** – Customer acknowledges this Agreement is for electricity for residential or small commercial use only.
- 3. Price and Initial Term** – The price for electricity (Price) will be \$0.0539 per kWh through your June 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 the Anderson Township Electric Aggregation Program (Program). 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 electricity 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 the Program, your service from DES will commence with your next available meter reading after processing of enrollment in the Program by your electric utility, and will continue for the term 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 and delivered by your electric utility 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 of 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 the purchase of 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.

Dynegy Energy Services (East), LLC

Residential and Small Commercial Electric Supply Agreement Terms and Conditions

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 the purchase of 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 – If Anderson Township (County of Hamilton), Ohio, acting by and through its Board of Township Trustees, has approved and consented to an assignment, subcontract or delegation by DES of all or any part of DES's rights and/or obligations under its electric supply agreement with the Township to be the exclusive electric supply provider for the Program, DES may assign, subcontract or delegate such 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 Ohio 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 DES, its permitted assignee, 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>.

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Summary: Application for Renewal Certification for Anderson Township electronically filed by Ms. Brenda G Coffey on behalf of Anderson Township