

March 28, 2019

Public Utilities Commission of Ohio  
Docketing Division, 11<sup>th</sup> Floor  
180 East Broad Street  
Columbus, Ohio 43215-3793

**RE: Electric Governmental Aggregation Opt-Out Notice for the City of Loveland  
(Case Number 13-0581-EL-GAG)**

Attached please find the Opt-out Aggregation Notice being sent to current and newly eligible residential and commercial accounts in the City of Loveland's Electric Aggregation Program. Please file these under Case number 13-0581-EL-GAG.

The mailing is currently scheduled to begin on or after April 8, 2019 and the opt-out period is currently scheduled to end on or after April 29, 2019. Dynegy is the supplier to the program and the local utility company is Duke Energy.

Independent Energy Consultants, Inc. is providing aggregation consulting services to Loveland and is filing this application on their behalf.

If you have any additional needs or questions, please call me at 330-995-2675 or email me at [aburns@naturalgas-electric.com](mailto:aburns@naturalgas-electric.com)

Sincerely,



Andrew Burns  
Government Aggregation Manager

Attachments



## City of Loveland Electric Aggregation Program

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

<<post mark date>>

Dear City of Loveland Residents and Businesses,

The City of Loveland is pleased to announce it has selected Dynergy as the preferred electricity supplier for its Municipal Aggregation Program. In November 2012, City of Loveland voters gave your City Council the authority to form a governmental aggregation program to negotiate a favorable electric price and terms for its residences and businesses.

### Here's What You Can Expect:

- You'll receive a competitive, secure rate of **5.015¢/kWh** through your **May 2021** meter reading.
- Receive the same reliable service with a price protected, fixed-term rate.
- Continue to receive one monthly bill from your local utility, Duke Energy Ohio. You'll notice that Dynergy will be a line item for the supply charge.
- After your enrollment is finalized, Duke will send you a confirmation letter.

### You're Automatically Enrolled

It's simple and there's no cost to participate. Enrollment is automatic for those who are eligible, but participation is voluntary. You may opt-out of this program without penalty by **April 29, 2019** or leave the program at any time for any reason by providing notice to Dynergy. To learn more about the program, please see the enclosed terms and conditions and FAQs.

### How to Opt-Out

If you do not wish to participate, please complete and return the reply card below or call Dynergy at 888-682-2170 by **April 29, 2019**. If you choose to opt out, you will be served by Duke under its standard service offer. If you switch back to your local utility, you may not be served under the same rates, terms, and conditions.

For questions, contact Dynergy at [DynergyCustomerService@dynergy.com](mailto:DynergyCustomerService@dynergy.com), call 888-682-2170 or visit <https://www.dynergy.com/municipal-aggregation/communities-we-serve/Ohio/Loveland>. We are here to help.

With much appreciation,

City of Loveland & Dynergy

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### Community: City of Loveland

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

**This opt out must be post marked by April 29, 2019** and mailed to  
Dynergy, PO Box 650764 Dallas, TX 75265-0764

**Customer Name** \_\_\_\_\_

**Account Number**    <<Account Number>>

**Service Address** <<service address>> \_\_\_\_\_

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

## ABOUT THE PROGRAM

### ***What is an Electric Aggregation Program?***

Aggregation is an opportunity for cities, townships and counties to negotiate competitive electric supply prices and provide budget stability for their residents and small businesses.

First, residents must vote to give their city officials the ability to negotiate electric prices for their community. Once a referendum is passed, cities are able to aggregate and elected officials can work with alternative energy suppliers to negotiate competitive electric prices.

In 2012, Loveland voters authorized the City to form an aggregation program.

### ***How can I get more information about the City of Loveland Aggregation program?***

<https://www.dynegy.com/municipal-aggregation/communities-we-serve/Ohio/Loveland>

### ***How was Dynegy chosen as the supplier?***

The City of Loveland implemented a formal process where proposals from multiple suppliers were submitted for consideration. Dynegy was ultimately selected by the City.

## ELIGIBILITY AND ENROLLMENT

### ***Who is eligible to participate?***

Residential and small business customers located in the City of Loveland may participate. Customers enrolled in PIPP (Percentage of Income Plan) are not eligible. If you are served by an alternative retail supplier you will not be included in the initial program; however, you can call to be enrolled.

### ***How do I enroll?***

It's simple. It's automatic. Unless you "opt-out" of the program, all eligible customer accounts within the City of Loveland boundaries will be enrolled in the program as long as they are not participating in one of the programs mentioned above. You will receive a "switch" letter from Duke Energy, confirming your enrollment.

### ***Do I have to participate in the program?***

All eligible Duke Energy customers within the City of Loveland will receive an opt-out notification letter via U.S. mail. You may "opt-out" by returning the Opt-Out card by the deadline date identified in your notification. If you choose to opt-out, your account remains with Duke Energy at their current utility rate.

### ***If I don't want to be a part of the program, why do I have to opt-out?***

The voters authorized the City of Loveland to develop an aggregation program where each resident and small business is automatically enrolled. Therefore, if you prefer not to participate, you must opt out of the program.

### ***What if I decide to opt-out after the deadline?***

You may opt out at any time by notifying us via telephone, email, or mail. There is no cancellation fee.

## RATE AND TERM INFORMATION

### ***What are the Rates & Terms for this Program?***

The price for electricity will be:

- \$0.05015 per kWh – May 2019 to May 2021 (on your meter read date)

Customers who are enrolled in the program should see the changes on their monthly electric bill 45 to 60 days after enrollment.

### ***What if Duke Energy's rates decrease?***

If at any time during the term of this Agreement Duke Energy's rates fall lower than the Dynegy price, you will have the option to return to the utility, Duke Energy, without penalty.

### ***What happens at the end of the Agreement term?***

At the end of the Agreement term, as defined in the Terms and Conditions you have the option of staying with a new City of Loveland Aggregation program, returning to Duke Energy, or signing with a new supplier independent of the City's Aggregation program.

## BILLING AND SERVICE

### ***Who will bill me for electricity? Will I get two bills?***

You will continue to receive one monthly bill from Duke Energy. The bill will include the charges for electricity supplied by Dynegy, as well as the delivery service charges from Duke Energy.

### ***Can I still have my payment automatically deducted from my checking account?***

Yes, how you pay your bill will not change.

### ***Can I stay on budget billing?***

Yes, your budget billing will not be affected by your participation in this program.

### ***Who is responsible for the delivery of power to my home or business?***

Duke Energy will continue to deliver your electricity and will be responsible for maintaining the system that delivers power into your home. As your energy delivery company, they will continue to respond around-the-clock to outages, service calls and emergencies regardless of your electric supplier.

### ***Who do I call to report a power outage or problems with my electric service?***

You will continue to call Duke Energy at 800.543.5599 for power outages, problems with your service or questions regarding your monthly bill.

### ***Who do I call if I have questions regarding the City of Loveland Electricity Aggregation Program?***

Dynegy at 888-682-2170 or  
[DynegyCustomerService@Dynegy.com](mailto:DynegyCustomerService@Dynegy.com).

**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 5.015¢ per kWh through your May 2021 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, PO Box 650764 Dallas, TX 75265-0764. Customer may also visit Dynegy's website at <https://www.dynegy.com/electric-supplier>.

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

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**Case No(s). 13-0581-EL-GAG**

Summary: Opt-Out Notice to be sent to current and newly eligible customers in the City's electric aggregation program electronically filed by Andrew M Burns on behalf of City of Loveland