

Original GAG Case Number	Version
11 - 2430-EL-GAG	August 2004

## RENEWAL APPLICATION FOR ELECTRIC GOVERNMENTAL AGGREGATORS

Please print or type all required information. Identify all attachments with an exhibit label and title (Example: Exhibit A-4 Opt-Out Form). All attachments should bear the legal name of the Applicant and should be included on the electronic copy provided. Applicants should file completed applications and all related correspondence with: Public Utilities Commission of Ohio, Docketing Division, 180 East Broad Street, Columbus, OH 43215-3793.

**This PDF form is designed so that you may input information directly onto the form.  
You may also download the form, by saving it to your local disk, for later use.**

### A. RENEWAL INFORMATION

#### A-1 Applicant's legal name, address, telephone number, PUCO certificate number, and web site address

Legal Name Village of Swanton

Address 219 Chestnut Swanton, Ohio 43558

PUCO Certificate # and Date Certified 11-357E (4) issued 6.16.2017

Telephone # (419) 826-9515 Web site address (if any) www.villageofswantonohio.us

#### 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 Lorraine Rader  
Title Manager, Government Aggregation  
Business address 341 White Pond Drive Akron, Ohio 44320  
Telephone # (330) 315-7271 Fax # \_\_\_\_\_  
E-mail address lrader@fes.com

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

Name Patricia Sewell  
Title Customer Operations Analyst  
Business address 341 White Pond Drive Akron, Ohio 44320  
Telephone # (330) 315-7368 Fax # \_\_\_\_\_  
E-mail address sewellp@fes.com

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

Customer Service address 341 White Pond Drive Akron, Ohio 44320  
Toll-free Telephone # (866) 636-3749 Fax # \_\_\_\_\_  
E-mail address \_\_\_\_\_

Johanna Kelly Village Administrator  
Signature of Applicant & Title

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

Jennifer Harkey  
Signature of official administering oath

Jennifer Harkey Fiscal Officer  
Print Name and Title

My commission expires on \_\_\_\_\_



JENNIFER HARKEY  
Notary Public, State of Ohio  
My Comm. Expires Aug. 2, 2020

# **AFFIDAVIT**

State of Ohio :

County of Fulton :

Swanton ss.  
(Town)

Rosanna Hordle, Affiant, being duly sworn/affirmed according to law, deposes and says that:

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

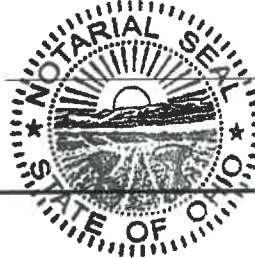
Jennifer Harkey Village Administrator  
Signature of Affiant & Title

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

Jennifer Harkey  
Signature of official administering oath

Jennifer Harkey Fiscal officer  
Print Name and Title

My commission expires on \_\_\_\_\_



JENNIFER HARKEY  
Notary Public, State of Ohio  
My Comm. Expires Aug. 2, 2020

**Village of Swanton, Ohio**

**Electric Governmental Aggregation Certification**

**Exhibit A-2**

**Authorization Ordinance**

**RECORD OF ORDINANCES**

Durant Legal Blank, Inc.

Form No. 3043

Ordinance No. 2010-3

Passed January 25

2010

**AN ORDINANCE AUTHORIZING ALL ACTIONS NECESSARY TO EFFECT A GOVERNMENTAL ELECTRICITY AGGREGATION PROGRAM WITH OPT-OUT PROVISIONS PURSUANT TO SECTION 4928.20 OHIO REVISED CODE, DIRECTING THE FULTON COUNTY BOARD OF ELECTIONS TO SUBMIT A BALLOT QUESTION TO THE ELECTORS; AND DECLARING AND EMERGENCY.**

**WHEREAS**, The Ohio Legislature has enacted electric deregulation legislation ("Am.Suh.S.B.No.3") which authorizes the legislative authorities of municipal corporations, townships and counties to aggregate the retail electrical loads located within the respective jurisdictions and to enter into service agreements to facilitate for those loads the purchase and sale of electricity ("Governmental Aggregation"); and

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

**WHEREAS**, Governmental Aggregation provides an opportunity for residential and small business consumers to participate collectively in the potential benefits of electricity deregulation through lower electricity rates which would not otherwise be available to those electricity customers individually; and

**WHEREAS**, this Council seeks to establish a Governmental Aggregation program with opt-out provisions pursuant to Section 4928.20, Ohio Revised Code (the "Aggregation Program") for residents, businesses and other electric consumers in the Village.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of Swanton, Ohio, Fulton County, Ohio, three-fourths of the members elected thereto concurring and as follows:

**Section One.** This Council finds and determines that it is in the best interest of the Village, its residents, businesses and other electric consumers located within the corporate limits of the Village to establish this Aggregation Program in the Village. Provided that the Aggregation Program is approved by the electors of the Village pursuant to Section 2 of this ordinance, the Village is hereby authorized to automatically aggregate, in accordance with Section 4928.20, Ohio Revised Code, the retail electric loads located within the Village, and, for that purpose, to enter into service agreements to facilitate for those loads the purchase and sale of electricity. The Village 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. The aggregation will occur automatically for each person owning, occupying, controlling or using an electric load center proposed to be aggregated and will provide for the opt-out rights described in Section 3 of this ordinance.

**Section Two.** The Board of Elections of Fulton County is hereby directed to submit the following question to the electors of the Village at the primary election on May 4, 2010:

Shall the Village of Swanton have the authority to aggregate the retail electric load located in the Village, and for that purpose, enter into service agreements to facilitate for those loads the sale and purchase of electricity, such aggregation to occur automatically except where any person elects to opt out, all in accordance with Section 4928.20 of the Ohio Revised Code.

The Clerk of this Council is instructed to immediately file a certified copy of this ordinance and the proposed form of the ballot question with the Fulton County Board of Elections not less than seventy-five days prior to the primary election. The Aggregation Program shall not take effect unless approved by a majority of the electors voting upon this ordinance and the Aggregation Program provided for herein at the election held pursuant to this Section 2 and Section 4928.20, Ohio Revised Code.

**Section 3:** Upon approval of a majority of the electors voting at the primary election provided for in Section 2 of this ordinance, this Council, individually or jointly

## RECORD OF ORDINANCES

Dryden Legal Blad., Inc.

Form No. 30043

Ordinance No. 2010-3

Passed January 25

2010

with any other political subdivision, may develop a plan of operation and governance for the Aggregation Program. Before adopting such plan, this Council shall hold at least two public hearings on the plan. Before the first hearing, notice of the hearings shall be published once a week for two consecutive weeks in a newspaper of general circulation in the Village. The notice shall summarize the plan and state the date, time and place of each hearing. No plan adopted by this Council shall aggregate the electric load of any electric load center within the Village unless it, in advance, clearly discloses to the person owning, occupying, controlling, or using the load center that the person will be enrolled automatically in the Aggregation Program and will remain so enrolled unless the person affirmatively elects by a stated procedure not to be so enrolled. The disclosure shall state prominently the rates, charges, and other terms and conditions of enrollment. The stated procedure shall allow any person enrolled in the Aggregation Program the opportunity to opt-out of the program at least every three years, without paying a switching fee. Any such person that opts out of the Aggregation Program pursuant to the state procedure shall default to the standard service offer provided under division (a) of Section 4928.35, Ohio Revised Code until the person chooses an alternative supplier.


Section 4: It is hereby found and determined that all formal actions of this Council concerning the relating to the passage of this ordinance were adopted in an open meeting of this Council and that the deliberations of this Council and any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 5: This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the Village and the inhabitants thereof, and for further reasons that this ordinance is required to be immediately effective in order to file a certified copy of this ordinance and the proposed form of the ballot question with the Fulton County Board of Elections not later than seventy-five (75) days prior to the primary election, wherefore, this ordinance shall be in full force and effect from and immediately after its passage and approval by the Council and Mayor.

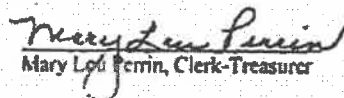
Passed:

  
James A. Bushong, Mayor

Attest:



I, Mary Lou Perrin, Clerk-Treasurer of the Village of Swanton, do hereby certify that this is a true and accurate copy of Ordinance 2010-3, passed on 1-25-10

  
Mary Lou Perrin, Clerk-Treasurer



## CERTIFICATE OF RESULT OF ELECTION ON QUESTION OR ISSUE

Revised Code, Section 3501.11

State of Ohio

County of Fulton }The Board of Elections of Fulton County herebycertifies that at the election held in the Village of Swanton

(Name of Subdivision)

on the 4th day of May, 2010, the vote cast on the following issue was as follows:

Issue Shall the Village of Swanton have the authority to aggregate the retail electric loads located in the Village, and for that purpose, enter into service agreements to facilitate for those loads the sale and purchase of electricity, such aggregation to occur automatically except where any person elects to opt out?

(Tax levy, bond issue, miscellaneous question, etc.-describe fully)

Votes THREE HUNDRED TWENTY NINE  
(For, yes, etc.-as on ballot)

329  
(Number)

Votes EIGHTY FIVE  
(No, against, etc.-as on ballot)

85  
(Number)

Total vote cast on issue:

414  
(Number)

IN WITNESS WHEREOF, we have hereunto subscribed our names officially at WauseonOhio, this 19th day May, 2010

[Signature] Chair  
[Signature]  
[Signature]  
Elizabeth A. Byrnes

Attest: Kathy A. Meyer  
Director

BOARD OF ELECTIONS

Fulton County, Ohio



**Village of Swanton, Ohio**

**Electric Governmental Aggregation Certification**

**Exhibit A-3**

**Operation and Governance Plan**

## **PLAN OF OPERATION AND GOVERNANCE**

### **Village of Swanton Electric Governmental Aggregation**

**Introduction.** In May, 2010 a majority of the voters in the Village of Swanton, Ohio, in the County of Fulton, approved a referendum that authorized the Village of Swanton (the "Village") to pursue Governmental Aggregation. After the Village held two public hearings on the matter, the Village approved this Plan of Operation and Governance as prescribed by Section 4928.20 of the Ohio Revised Code. The Village has developed this Plan of Operation and Governance ("Plan of Operation") in accordance with the governmental aggregation provisions in Sections 4901:1-21-16 Ohio Administrative Code. Once certified as a Governmental Aggregator, the Village 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 Ohio's competitive retail electric market.

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

**The Contract.** The supply contract negotiated by the Governmental Aggregator for the Aggregation (the "Contract") shall be for firm, full-requirements supply. Each Aggregation participant will be individually bound to the Provider by the terms of the Contract, and will be solely responsible for payment and performance. The electric supply charges for Aggregation are included in the Contract that will be negotiated by the Governmental Aggregator. The electric supply charges will take the form of either a fixed price, all electric supply charges will be fully and prominently disclosed in consumer enrollment materials (such as the Opt-out Notice), available on the Provider's website, and available by calling the Provider's toll free customer service telephone number. The surcharge authorized under Section 4928:20(I) will not be charged.

**Eligibility, Opt-out Disclosures, and Pooling Accounts.** Section 4901:1-21-06 of the Ohio Administrative Code requires Toledo Edison, the local electric distribution utility (the "Utility"), to use its best efforts to provide the Governmental Aggregator with an account list of eligible customers, including the names, account numbers, and service and mailing addresses for all eligible customers residing within the Governmental Aggregator's boundaries. The following customers are not eligible: customers already under contract with a certified electric services company; customers that have a special contract with the Utility; customers that are not located within the Governmental Aggregator's boundaries; customers on the Percentage of Income Payment Plan (PIPP); customers that have past due amounts owing to the Utility; and mercantile customers. In addition, the Village intends to include in the Aggregation only those residential and non-mercantile customers with a demand of less than 100 KW and a load profile consistent with ordinary residential and small commercial use. Using this list of eligible accounts, the Provider, with the assistance of the Governmental Aggregator, will review the list to verify that the eligible accounts are located within the geographic boundaries of the Village and that an area within the Village boundaries has not been inadvertently filtered from the list. The Provider will also remove the eligible list, those customers who appear on the "do not aggregate" list 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 Toledo Edison, the Provider, with assistance from the Governmental Aggregator, will prepare and mail an "Opt-out Notice" to each account that remains on the eligible list after it has been reduced as noted above. The Opt-out Notice will inform the eligible account holder that the Governmental Aggregator has formed an automatic (or "Opt-out") aggregation, provide the price for the electric supply to the Aggregation and other terms and conditions of service, and explain how the account holder can decline participation in the Aggregation. If the Village determines the Aggregation participants should not purchase stand-by service from the Utility, that fact would be prominently disclosed in the Opt-out Notice with a description of how it would impact the Aggregation participants.

As required by 4901:1-21-17 of the Ohio Administrative Code, the Opt-out Notice will indicate that the account holder has 21 days to affirmatively respond by telephoning a toll-free number or returning a postcard to the provider that is included in the Opt-out Notice.

The Provider will receive all Opt-out requests and any Opt-out Notices that were undeliverable by mail, and will remove those accounts from the eligible account list. Upon completion of the 21 day Opt-out period, the Provider will notify the Utility of the remaining accounts that will form the Aggregation, and through an electronic data interchange transaction, enroll the Aggregation. Upon enrollment, each participant will receive an enrollment notice from the Utility that will indicate that the enrollee may rescind its participation in the Aggregation by contacting the Utility within seven (7) business days.

In addition to the initial 21-day Opt-out period, each participant will be provided an opportunity to opt-out every three years 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 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 24 hours per day, 7 days per week. Any unresolved disputes should be directed to the Public Utilities Commission of Ohio and/or the Ohio Consumers Council. As a convenience, below is a list of helpful toll free telephone numbers.

<b>Nature of Complaint</b>	<b>Contact</b>	<b>Phone Number</b>
Outages/Emergencies	Utility	1-800-447-3333
Service turn on/off	Utility	1-800-447-3333
Billing Disputes	Utility	1-800-447-3333
Price/Joining/Leaving Program	Provider Customer Service	1-877-331-3045
Program Regulatory Questions	Provider Customer Service	1-877-331-3045
Unresolved Disputes	Public Utilities Commission	1-800-686-7826
Unresolved Disputes	Ohio Consumers Council	1-877-742-5622

The Provider will attempt to resolve all customer complaints in a timely and good faith manner. The Provider shall investigate and provide a status report to the customer when the complaint is made directly to them and/or the Village within three (3) business days following Provider's receipt of the complaint. Or in the case of a Public Utilities Commission of Ohio ("PUCO") complaint, the Provider will investigate and provide a status report to the customer and PUCO staff within three (3) business days following 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 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](http://www.puc.state.oh.us) or by calling toll free (800) 686-7826 (VOICE) or (800) 686-1570 (TTY-TDD). Records of customer complaints will be retained 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 Village.** An aggregation participant who moves from one location to another within the Village 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 Village 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 Village 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 a participant is dropped from the Aggregation due to a move within the Village, the participant must contact the Provider to be re-enrolled within 60 days of being dropped.

**Moving outside of the Village.** An aggregation participant who moves out of the Village boundaries will no longer be eligible to participate in the Aggregation, but it 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 Village's boundaries that were initially eligible to join the Aggregation, but chose to Opt-out of the Aggregation, or otherwise weren't included in the Aggregation, may join the Aggregation after the

expiration of the initial Opt-out Period by contacting the Provider. The rate for those joining the Aggregation after the expiration of the Opt-out Period may be different from the rate negotiated for the Aggregation by the Governmental Aggregator.

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 Village 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.)

**Village of Swanton, Ohio**

**Electric Governmental Aggregation Certification**

**Exhibit A-4**

**Automatic Aggregation Disclosure**



Pamela Phillips  
206 Franklin Ave  
Swanton, OH 43558

Dear Swanton Residents and Businesses,

Welcome to Swanton's Electric Aggregation Program. In 2011, Swanton partnered with now Dynergy Energy Services to implement a very successful electric aggregation program that offered a favorable price and terms for electricity supply for Village residents and businesses. Village officials have again worked with Dynergy Energy Services to renew the electric aggregation for all eligible residents and businesses through their May 2018 meter read date.

#### Fixed Price Electricity Plan

- **Fixed Electricity Price** of 7.22¢/kWh through your May 2018 meter reading.
- Provides **security** against electricity price fluctuations.
- **One energy bill** from Toledo Edison, your local utility.
- **Electricity price will never change** for the term of this offer.
- **Toledo Edison** will continue to maintain the electric lines and respond to emergencies.

**You do not need to do anything to participate.** You will be automatically enrolled in the Swanton Electric Aggregation Program. Both Swanton and Dynergy Energy Services are certified by the Public Utilities Commission of Ohio to provide this service. Participation in this program is voluntary. If you choose to opt out you may do so at no charge and you will continue to be served by your current supplier. You may also opt out of this program any time after the initial enrollment period at no charge.

To opt out of the program, either:

- Fill out the reply card below and return by April 22, 2015, or
- Call us toll-free at 855-289-7015.

If you opt out of the program, your account will be removed from any future mailings from Dynergy Energy Services regarding the aggregation opportunity through May 2018.

If you have questions, contact Dynergy Energy Services at [DynergyEnergyServiceOhio@dynergy.com](mailto:DynergyEnergyServiceOhio@dynergy.com) or call 855-289-7015.

Regards,

Jon Gochenour – Swanton Village Administrator

Richard Surace - Director of Retail Operations  
Dynergy Energy Services



**Community: Swanton**

◊ Opt out of the Swanton Government Aggregation Program. By checking this box, I understand that my account will not be included in the aggregation program and that I will continue to be served by my current supplier.

**This opt out must be post marked by April 22, 2015**

If opting out mail too: Dynegy Energy Services, 11 East Superior St, Suite 430 - Duluth, MN - 55802

Please fill out the required information in **bold**:

**Customer Name** \_\_\_\_\_ **Customer Number** \_\_\_\_\_  
(20-digit Customer Number found on Page 1 of your existing bill)

**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 \$0.0722 per kWh through your May 2018 meter read date (Initial Term). Electricity service under this Agreement will begin with the next available meter read date after DES and Customer's electric utility process Customer's enrollment. In addition to delivering electricity, Customer's electric utility will continue to read Customer's meter, bill the Customer and respond to any outages. If Customer switches back to Customer's electric utility for any reason, Customer may or may not be served under the same rates, terms, and conditions that apply to other customers served by the electric utility. The electric utility may charge switching fees to the Customer. The Price 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. Renewal** – This Agreement expires on the May 2018 meter read date (Expiration Date). At least 45 calendar days prior to the Expiration Date, DES will provide customer with a written notice of the pending expiration of this Agreement which describes any changes to this Agreement and notifies Customer that this Agreement will renew at the rate specified in the notice. **THIS AGREEMENT MAY AUTOMATICALLY RENEW FOR THE SAME NUMBER OF MONTHS AS THE INITIAL TERM (RENEWAL TERM) UNLESS, WITHIN 21 DAYS OF THE POSTMARK OF THE NOTICE, CUSTOMER INFORMS DES IN WRITING OR BY TELEPHONE THAT CUSTOMER DECLINES TO RENEW THIS AGREEMENT. OTHERWISE, DES MAY RENEW THIS AGREEMENT WITHOUT CUSTOMER'S AFFIRMATIVE CONSENT EVEN IF DES CHANGES THE RATE CHARGED FOR ELECTRICITY OR ANY OF THE OTHER TERMS OF THIS AGREEMENT.**
- 5. Billing and Payment** – The charges for electricity provided by DES will appear on Customer's monthly bill from Customer's electric utility, and is due and payable to Customer's electric utility on the same day the electric utility's bill is due. Customer will incur additional service and delivery charges from the Customer's electric utility. Customer should continue to follow any bill payment procedures between Customer and Customer's electric utility. Customer agrees to accept the measurements as determined by Customer's electric utility for purposes of accounting for the amount of electricity provided by DES under this Agreement. Though DES does not offer budget billing for the electricity provided, the customer may contact the Customer's electric utility to enroll in the utility budget billing program, if applicable. Customer has the right to request from DES, twice within a twelve-month period without charge, up to twenty-four months of the Customer's payment history. The failure to pay electric utility charges may result in Customer being disconnected from service in accordance with the Customer's electric utility tariff.
- 6. Customer Cancellation or Termination of the Agreement** – Customer's electric utility will send Customer a notice confirming the switch to DES for electricity. **CUSTOMER MAY CANCEL THIS AGREEMENT WITHOUT PENALTY WITHIN SEVEN (7) CALENDAR DAYS OF THE POSTMARK ON THE ELECTRIC UTILITY'S CONFIRMATION NOTICE OF THE SWITCH TO DES BY CONTACTING CUSTOMER'S ELECTRIC UTILITY BY TELEPHONE OR IN WRITING IN ACCORDANCE WITH THE CANCELLATION INSTRUCTIONS ON THAT NOTICE.** After the seven-day cancellation period, Customer must contact DES to terminate this Agreement. If Customer terminates this Agreement after the seven-day cancellation period and before the end of the Initial Term, Customer will be charged a \$0 early termination fee. There is no fee for early termination during any Renewal Term. Customer may terminate this Agreement without penalty if Customer moves outside of DES's service area or into an area where DES charges a different price for electricity.
- 7. DES Termination of the Agreement** – DES may terminate this Agreement by giving Customer written notice of at least 14 calendar days if the Customer fails to make any payments under this agreement or fails to meet any agreed-upon payment arrangements. DES may also terminate this Agreement by giving Customer written notice if any Force Majeure Event (See Section 13 of this agreement), as defined below, physically prevents or legally prohibits DES from performing under the terms of this Agreement. Upon termination of this Agreement, Customer will return to Customer's electric utility for electricity unless Customer has selected another CRES provider. The effective date of any termination by Customer or DES will be the next regularly scheduled meter read date after expiration of any required notice period. Upon

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

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 (DynergyOhio.com) regarding the approximate generation resource mix and environmental characteristics of electricity supply.

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

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

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

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

**13. Force Majeure** – DES shall not be responsible or liable for any interruptions in electric service, for any other failure of DES to perform under this Agreement, or for any damages resulting, in whole or in part, from any cause or event out of DES's reasonable control, including, but not limited to, acts of God; acts of any governmental authority; accidents; strikes; labor disputes; required maintenance work; inability to access the electric utility's system; change in any governing law or regulation; or non-performance by Customer's electric utility (Force Majeure Event(s)).

**Contact Information**

In the event of an emergency involving Customer's electric service (for example, an outage or downed power lines) Customer should call the emergency line for Customer's electric utility. In all other situations, Customer may contact DES toll free at 855-326-0520. Customer Care Representatives are available Monday – Friday, 8:00 am - 7:00 pm ET. During all other hours please leave a message for a return call. Customer may also contact DES by email at [DynergyEnergyServicesOhio@dynergy.com](mailto:DynergyEnergyServicesOhio@dynergy.com), or by US Mail at *DYNEGY ENERGY SERVICES (East), LLC, Attn: DES Customer Care, 105 E. Fourth St., Suite 100C, Cincinnati, OH 45202*. Customer may also visit DES's website at [DynergyOhio.com](http://DynergyOhio.com).

**Village of Swanton, Ohio**

**Electric Governmental Aggregation Certification**

**Exhibit A-5**

**Experience**



*Dynegy Energy Services, LLC  
105 E. Fourth Street – Suite 100C  
Cincinnati, OH 45202*

**Applicant's Plan and Plan for Providing Aggregation Services:**

Village of Swanton, Ohio, the applicant herein, has contracted with Dynegy Energy Services, LLC, ("DES") to provide retail electric generation service for the their governmental aggregation. Under the terms of the agreement, DES will also provide all services necessary to administer and support the governmental aggregation.

DES currently provides competitive retail electric generation service throughout Ohio. DES also has extensive experience with community-based aggregation and endorsement programs. DES is licensed by the Public Utilities Commission of Ohio to provide competitive retail electric generation service.

DES's employees are experienced with the governmental aggregation process, including customer enrollments and the opt-out process. DES has contracted with CustomerLink ([www.customerlink.com](http://www.customerlink.com)) to provide a 24x7 call center to support DES's customer programs. DES will use Duke Energy Ohio, the local electric distribution utility, for billing services.

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

**Commission of Ohio Docketing Information System on**

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**in**

**Case No(s). 11-2430-EL-GAG**

Summary: Application Village of Swanton for certification as an Electric Governmental Aggregator electronically filed by Ty Brocksieker on behalf of FirstEnergy Solutions and Village of Swanton