



# Public Utilities Commission

Original GAG Case Number	Version
14 - 371 -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 Dresden

Address 904 Chestnut Street, Dresden, OH

PUCO Certificate # and Date Certified 14-794E(3), April 5, 2018

Telephone # (740) 754-3151 Web site address (if any) N/A

#### 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 David Ricketts  
Title Director, Retail Policy  
Business address 1005 Congress Ave., Ste. 750, Austin, TX 78701  
Telephone # (512) 349-6441 Fax # (512) 983-3229  
E-mail address David.Ricketts@vistraenergy.com

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

Name Jim Vermeulen  
Title Manager, Customer Advocacy Services  
Business address 6555 Sierra Drive, Irving, TX 75039  
Telephone # (972) 868-3945 Fax # (877) 304-2608  
E-mail address Jim.Vermeulen@vistraenergy.com

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

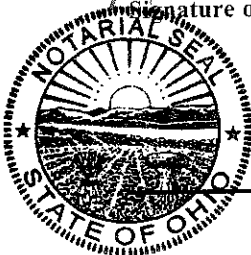
Customer Service address 6555 Sierra Drive, Irving, TX 75039  
Toll-free Telephone # (877) 331-3045 Fax # (877) 213-6426  
E-mail address DynegyCustomerService@dynegy.com

[Signature] Mayor  
Signature of Applicant & Title

Sworn and subscribed before me this 13<sup>th</sup> day of September, 2019  
Month Year

[Signature]  
Signature of official administering oath

Natalie Stillion Grable, Notary  
Print Name and Title



My commission expires on 9/11/23  
NATALIE STILLION GRABLE  
Notary Public, State of Ohio  
My Commission Expires 9-11-2023

# **AFFIDAVIT**

State of OHIO :

Dresden ss.  
(Town)

County of Muskingum

David A. Mathew

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

He/She is the Mayor (Office of Affiant) of Village of Dresden, OH (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

Sworn and subscribed before me this 13<sup>th</sup> day of September, 2019 Year  
Month

  
Signature of official administering oath

Natalie Stillion Grable, Notary  
Print Name and Title



My commission expires on 9/11/23  
NATALIE STILLION GRABLE  
Notary Public, State of Ohio  
My Commission Expires 9-11-2023

**VILLAGE OF DRESDEN**  
**EXHIBIT A-2**

AUTHORIZING ORDINANCE – 3 Pages  
CERTIFICATE OF ELECTION RESULTS – 1 Page

RESOLUTION NO. 2013-33

**A RESOLUTION AUTHORIZING ALL ACTIONS NECESSARY TO CREATE A GOVERNMENTAL ELECTRIC AGGREGATION PROGRAM WITH OPT-OUT PROVISIONS PURSUANT TO SECTION 4928.20 OF THE OHIO REVISED CODE; DIRECTING THE MUSKINGUM COUNTY BOARD OF ELECTIONS TO SUBMIT A BALLOT QUESTION TO THE ELECTORS; DISPENSING WITH THE SUBSEQUENT READINGS AND DECLARING AN EMERGENCY**

**WHEREAS**, the Ohio Legislature has enacted electric deregulation legislation, which authorizes the legislative authorities of municipal corporations, townships, and counties to aggregate automatically, pursuant to Section 4928.20 of the Ohio Revised Code, subject to opt-out provisions, competitive retail 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; and

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

**WHEREAS**, governmental aggregation provides an opportunity for residential and small business customers collectively to participate in the potential benefits of electric deregulation through lower electric rates which they would not otherwise be able to have individually; and

**WHEREAS**, this Council seeks to establish a governmental aggregation program with opt out provisions pursuant to Section 4928.20 of the Ohio Revised Code (the "Aggregation program"), for the residents, businesses, and other electric gas customers in the Village of Dresden and in conjunction with any other municipal corporation, township, county, or other political subdivision of the State of Ohio, as permitted by law; and

**WHEREAS**, this Council desires to proceed with the submission of the question to the electors of the Village of Dresden;

**NOW THEREFORE, BE IT RESOLVED**, by the Village of Dresden Council, State of Ohio:

**SECTION 1.** The Council finds and determines that it is in the best interest of the Village of Dresden, its residents, businesses, and other electric consumers located within the Village limits of the Village of Dresden, Ohio, to establish the Aggregation Program in the Village of Dresden. Provided that the Aggregation Program is approved by the electors of the Village of Dresden pursuant to Section 2 of this Resolution, the Village of Dresden is hereby authorized to aggregate automatically in accordance with Section 4928.20 of the Ohio Revised Code, competitive retail electric service for the retail electric loads located within the Village of Dresden, and, for that purpose, to enter into service agreements to facilitate the sale and purchase of the service for the retail electric loads. The Village of Dresden may exercise such authority jointly with any other municipal corporation, township, or county 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 Resolution.

**SECTION 2.** The Board of Elections of Muskingum County, Ohio, is hereby directed to submit the following question to the electors of the Village of Dresden at the next general election to be held on November 5, 2013. The Aggregation Program shall not take effect unless approved by a majority of the electors voting upon this issue at the election held pursuant to this Resolution and Section 4928.20 of the Ohio Revised Code.

The form of the ballot to be used in the November 5, 2013, general election shall be substantially as follows:

**PROPOSED ELECTRIC AGGREGATION PROGRAM**

**VILLAGE OF DRESDEN, OHIO**

A majority affirmative vote is necessary for passage.

Shall the Village of Dresden, County of Muskingum, Ohio, have the authority to aggregate the retail electric loads located in the Village of Dresden, and 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?

**FOR THE ELECTRIC AGGREGATION PROPOSAL**

**AGAINST THE ELECTRIC AGGREGATION PROPOSAL**

**SECTION 3.** Upon the approval of a majority of the electors voting at the general election provided for in Section 2 of this Resolution, the Council, individually or jointly with any other political subdivisions, shall develop a plan of operation and governance for the Aggregation Program. Before adopting such a 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 of Dresden. The notice shall summarize the plan and state the date, time, and location of each hearing. No plan adopted by this Council shall aggregate any retail electric load located within the Village of Dresden unless it in advance clearly discloses to the person whose retail electric load is to be so aggregated that the person will be enrolled automatically in the aggregation 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 the opportunity to opt out of the aggregation every three (3) years, without paying a switching fee. Any such person who opts out of the aggregation pursuant to the stated procedure shall default to the electric company providing distribution service for the person's retail electric load, until the person chooses an alternative supplier.

**SECTION 4.** This Resolution is adopted pursuant to the authority conferred by Section 4928.20 of the Ohio Revised Code.

**SECTION 5.** Upon passage of this Resolution the Village of Dresden Fiscal Officer shall certify a copy of it to the Muskingum County Board of Elections no later than ninety (90) days prior to the general election to be held on November 5, 2013.

**SECTION 6.** All formal actions of the Village of Dresden Council relating to the adoption of this Resolution were taken in an open meeting, in accordance with Section 121.22 of the Ohio Revised Code.

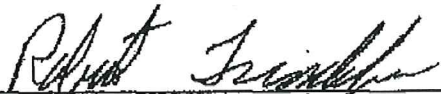
**SECTION 7.** The Village of Dresden Council upon at least a majority vote do hereby dispense with the requirement that this resolution be read on three separate days, and hereby authorize the adoption of this Resolution upon its first reading.

**SECTION 8.** This Resolution is hereby declared to be an emergency measure necessary for immediate preservation of the health, safety and welfare of the citizens of the Village of Dresden and shall take effect immediately. The reason for the emergency is to meet the filing deadline with the Muskingum County Board of Elections.

**VOTE RECORD:**

Mr. King	<u>Yea</u>	Mr. Miller	<u>Yea</u>	Mr. Tumblin	<u>Yea</u>	Mr. Holzschuh	<u>Yea</u>
Mr. Crozier	<u>Yea</u>	Ms. Minner	<u>absent</u>				

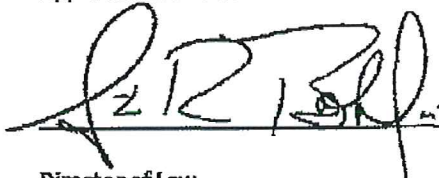
Passed at a meeting of the Village of Dresden Council this 17<sup>th</sup> day of June 2013.



Council President

Date

Approved as to form:



Director of Law

Date



**CERTIFICATE OF RESULT OF ELECTION ON QUESTION OR ISSUE**

Revised Code, Section 3501.11

State of Ohio  
County of Muskingum }

The Board of Elections of Muskingum County hereby  
certifies that at the election held in the Village of Dresden  
(Name of Subdivision)

on the 5th day of November, 2013, the vote cast on the following issue was  
as follows:

Issue  
shall the Village of Dresden have the authority to aggregate the retail electric loads  
(Tax levy, bond issue, miscellaneous question, etc.-describe fully)  
located in the Village, and 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?

Votes <u>One Hundred Fifty-Nine</u> (For, yes, etc.-as on ballot)	<u>159</u> (Number)
Votes <u>Ninety-Two</u> (No, against, etc.-as on ballot)	<u>92</u> (Number)
Total vote cast on issue:	<u>251</u> (Number)

IN WITNESS WHEREOF, we have hereunto subscribed our names officially at Zanesville  
Ohio, this 19th day November, 2013.

Charles T. Klein  
Jackson M. Bogg Chair  
Joseph D. Brunell  
Paula M. Brunell

Attest: Christine E. Hamell  
Director

**BOARD OF ELECTIONS**

Muskingum County, Ohio

**VILLAGE OF DRESDEN**  
**EXHIBIT A-3**  
**PLAN OF OPERATION AND GOVERNANCE**

RESOLUTION TO ADOPT PLAN OF OPERATIONS & GOVERNANCE – 1 Page  
PLAN OF OPERATIONS AND GOVERNANCE – 4 Pages

VILLAGE OF DRESDEN, OHIO

RESOLUTION NO. 2014-10

**RESOLUTION ADOPTING THE PLAN OF OPERATION AND GOVERNANCE FOR ELECTRIC AGGREGATION  
PROGRAM AND DECLARING AN EMERGENCY**

**WHEREAS**, the Village Council of the Village of Dresden Park has developed an Electric Aggregation Program Plan of Operation and Governance ("Plan of Operation") pursuant to Amended Substitute Senate Bill 3 and in accordance with the governmental aggregation provisions of Sections 4901 and 4928.20 of the Ohio Revised Code and the Rules for Formation and Operation of electric governmental aggregations; and

**WHEREAS**, the Village of Dresden electric aggregation program will aggregate the retail electric load of residents and businesses that are eligible to participate in the AEP Ohio Energy Choice program for the purpose of negotiating for competitive retail electric supply at favorable rates; and

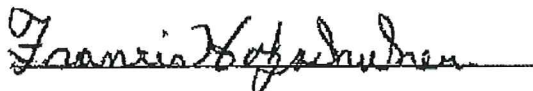
**WHEREAS**, the Village of Dresden now intends to file for certification as a Governmental Aggregator, which requires that Council first adopt a Plan of Operation and Governance; now therefore,

**BE IT RESOLVED**, by the Village Council of Dresden, Muskingum County, State of Ohio, a legal majority of all members elected thereto concurring, that:

**SECTION I.** Council hereby adopts the Electric Aggregation Program Plan of Operation and Governance which is attached hereto as Exhibit A and incorporated by reference herein.

**SECTION II.** This resolution is hereby declared to be an emergency resolution and a measure necessary for the immediate preservation of the public peace, health, safety and general welfare and shall go into effect forthwith.

PASSED this 24<sup>th</sup> day of February 2014.



President of Council

ATTEST:



Clerk of Council

**For More Information Contact:**

**Village of Dresden**  
**904 Chestnut Street**  
**Dresden, OH 43821**  
**P: 740-754-3151**  
**F: 740-754-4005**

**VILLAGE OF DRESDEN, OHIO**

**PLAN OF OPERATION AND GOVERNANCE**  
**Electric Governmental Aggregation**

**Introduction.** On November 5, 2013, a majority of the voters in Dresden, OH, in the County of Muskingum, approved a referendum that authorized the Village of Dresden (the "Village") to pursue Automatic 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 in 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, all-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 the 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 or a variable price. All electric supply charges will be fully and prominently disclosed in consumer enrollment materials (such as the Opt-out Notice), available on the 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 4901:1-21-17 of the Ohio Administrative Code requires the Governmental Aggregator to request from the Utility for all customers residing within the governmental aggregator's boundaries, including those customers



who have opted off the pre-enrollment list (i) a list of the names, account numbers, and service and mailing addresses for those residing within the Governmental Aggregator's boundaries, consistent with the information that is provided to other competitive retail electric service providers (ii) an identification of customers who are currently in contract with a certified electric services company other than the Provider or in a special arrangement with the electric utility, and (iii) on a best efforts basis, an identification of mercantile customers. 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 (a) residential and (b) non-mercantile customers under Rate Schedules RS and GS-1-4. 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 maintained under division (c) of section 4928.21 of the Revised Code.

Within thirty (30) days of receipt of the list from the Utility, the Provider, with assistance from the Governmental Aggregator, will prepare and mail an "Opt-out Notice" to each account that remains on the eligible list after it has been reduced as noted above. The Opt-out Notice will inform the eligible account holder that the Governmental Aggregator has formed an automatic (or "Opt-out") aggregation, provide the price for the electric supply to the Aggregation and other terms and conditions of service, and explain how the account holder can decline participation in the Aggregation. In the event the 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 opting-out via the Provider's website address 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) calendar 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, the Aggregation participants may 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. As of the date of this Plan of Operation, the Utility does not have a separate charge for stand-by service.

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

**Concerns and Complaints.** Aggregation participants will have multiple means of expressing concerns and reporting complaints. As a general rule, concerns regarding service reliability and billing should be directed to the Utility. The Utility will continue to read meters, handle billing, and generally have the most information about the physical service to a location or account. Questions regarding the administration of the Aggregation should be directed to the Provider. The Provider's customer service center is available by telephone 24 hours per day, 7 days per week. Any unresolved disputes should be directed to the Public Utilities Commission of Ohio and/or the Ohio Consumers Council. As a convenience, below is a list of helpful toll free telephone numbers.

<u>Natural of Complaint</u>	<u>Contact</u>	<u>Phone Number</u>
Outages/Emergencies	AEP	1-800-672-2231
Service turn on/off	AEP	1-800-672-2231
Billing Disputes	AEP	1-800-672-2231
Price/Joining/Leaving Program	Integrus Energy Services	1-855-713-4485
Program Regulatory Questions	Integrus Energy Services	1-855-713-4485
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 five (5) calendar days following receipt of the complaint. Or in the case of a Public Utilities Commission of Ohio ("PUCO") complaint the Provider will investigate and provide a status report to the customer and PUCO staff within five (5) calendar days following receipt of the complaint. If an investigation into a complaint received from the customer or a complaint referred by the PUCO is not completed within fourteen (14) calendar days, then a status report will be given to the customer, and, if applicable, the PUCO. These status reports will be given every five (5) calendar days until the investigation is complete, unless the action that must be taken takes longer than five (5) calendar days and the customer has been notified. Final results of a Commission-referred complaint will be provided to the PUCO either orally (phone) or in writing (e-mail, written correspondence), no later than five (5) calendar days after the investigation is completed. The final results will be provided in writing to the customer



no later than five (5) calendar 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 five (5) calendar days, if requested.

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

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

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

**Enrolling after the Opt-out Period.** Residential and small business accounts located within the 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.

In the event that the Provider is able to offer to newly eligible customers the same price that is provided to the current Aggregation participants, the Provider may refresh the Aggregation by providing those who move in to the 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 DRESDEN**  
**EXHIBIT A - 4**

AUTOMATIC AGGREGATION DISCLOSURE NOTIFICATION



Village of Dresden Electric Aggregation Program

<<insert customer name>> <<post mark date>>

<<insert customer address>>

<<insert customer city state zip>>

Welcome to the Village of Dresden’s Electric Aggregation Program. On November 5, 2013, the Village of Dresden voters authorized the Village to form a governmental aggregation program and negotiate favorable electric supply prices for eligible residences and businesses. The Village recently selected Dynegy as the program supplier through your September 2020 meter read. Both The Village of Dresden and Dynegy are certified by the Public Utilities Commission of Ohio to provide this service.

Here’s What to Expect:

- **Fixed Electricity Price** of 5.41¢ per kWh through your September 2020 meter reading.
- **No cancellation fees at any time!**
- One energy bill from AEP Ohio, your local utility provider.
- AEP Ohio will continue to deliver your electricity and maintain the electric lines and respond to emergencies.

Enrollment Information

There is no cost to enroll. Enrollment is automatic for those who are eligible, but participation is voluntary. You may opt-out of this program without penalty by **June 17, 2019** or leave the program at any time for any reason by providing notice to Dynegy. Please see the enclosed terms and conditions for full details of the program.

How to Opt-Out

If you do not wish to participate, please complete and return the reply card below or call Dynegy, the electric supplier, at 888-682-2170 by **June 17, 2019**. If you choose to opt out, you will be served by AEP Ohio under its standard service offer or until you choose an alternative electric supplier. If you switch back to your local utility, you may not be served under the same rates, terms, and conditions.

For questions, contact Dynegy at [DynegyCustomerService@dynegy.com](mailto:DynegyCustomerService@dynegy.com), call 888-682-2170 or visit <https://www.dynegy.com/municipal-aggregation/communities-we-serve/Ohio/dresden> .

We look forward to providing this program.

Sincerely,

Village of Dresden and Dynegy

Community: Village of Dresden



I do not want to participate in the Village of Dresden 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 **June 17, 2019**

If opting out mail to: Dynegy PO Box 650764 Dallas, TX 75265-0764

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

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

**Service Delivery Identifier**\_\_\_\_\_

**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 \$0.0541 per kWh through your September 2020 meter read date. 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. If Customer terminates this Agreement after the seven-day cancellation period and before the end of the Initial Term, Customer will be charged no early termination fee. There is no fee for early termination during any renewal term. Customer may terminate this Agreement without penalty if Customer moves outside of DES's service area or into an area where DES charges a different price for electricity.

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

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**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, 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, this Agreement will terminate without penalty on the next available meter read date after the expiration of the thirty-day notice period and processing by the electric utility and DES, after which Customer will return to Customer's electric utility or another CRES provider of Customer's choosing for electricity.

**Contact Information**

In the event of an emergency involving Customer's electric service (for example, an outage or downed power lines) Customer should call the emergency line for Customer's electric utility. In all other situations, Customer may contact DES toll free at 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**

**Commission of Ohio Docketing Information System on**

**1/21/2020 2:56:18 PM**

**in**

**Case No(s). 14-0371-EL-GAG**

Summary: Application Village of Dresden's Renewal Application for Electric Governmental Aggregators electronically filed by Kendall C Kash on behalf of Dynegy Energy Services (East), LLC