



**DIS Case Number: 13-0715-EL-GAG**

## **Section A: Application Information**

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

**the applicant's legal name, address, telephone number, and web address.**

Legal Name: City of Deer Park                      Country: United States  
Phone: 513-794-      Extension (if applicable):      Street: 7777 Blue Ash Road  
8860  
Website (if any): www.miwww.deerpark-      City: Deer Park      Province/State: OH  
oh.gov  
  
Postal Code: 45236

### **A-2. Contact person for regulatory matters**

Rich Surace  
8469 Blue Ash Rd., Suite 1  
Cincinnati, OH 45236  
US  
rsurace@energyalliances.com  
5197451424

### **A-3. Contact person for Commission Staff use in investigating customer complaints**

Rich Surace  
8469 Blue Ash Rd., Suite 1  
Cincinnati, OH 45236  
US  
rsurace@energyalliances.com  
5197451424

### **A-4. Applicant's address and toll-free number for customer service complaints**

Phone: 800-735-0359      Extension (if      Country: United States  
applicable):  
Fax: 513-794-7777      Extension (if applicable):      Street: 8469 Blue Ash Rd., Suite 1



### **B-1. Authorizing ordinance**

Provide a copy of the adopted ordinance or resolution that reflects voter authorization to form a governmental aggregation program pursuant to Sections 4929.26 and 4929.27 of the Ohio Revised Code.

File(s) attached.

### **B-2. Operation and governance plans**

Provide a copy of the applicant's plan for operation and governance of its aggregation program adopted pursuant to Sections 4929.26(C) or 4929.27(B) of the Revised Code. The Operation and Governance Plan should include all information pursuant to Rule 4901:1-28-03 of the Ohio Administrative Code.

Files(s) attached.

### **B-3. Opt-out disclosure notice**

If the aggregation program provides for automatic aggregation in accordance with Section 4929.26(A) of the Revised Code, provide a copy of the disclosure notification required by Section 4929.26(D) of the Revised Code.

File(s) uploaded

### **B-4. Experience and Plans**

Provide a description of the applicant's experience in providing the service(s) for which it is applying (e.g. number and type of customers served, utility service areas, amount of load, etc.). Also provide the plan for contracting with customers, providing contracted services, providing billing statements, and responding to customer inquiries and complaints in accordance with Commission rules adopted pursuant to Section 4928.10 of the Revised Code.

File(s) attached



Public Utilities  
Commission

# Application Attachments

**CITY OF DEER PARK, HAMILTON COUNTY, OHIO**

**Electric Aggregation Program**

**EXHIBIT B-1 "AUTHORIZING ORDINANCE"**

Authorizing Ordinance – 4 Pages

**CITY OF DEER PARK, OHIO**

HAMILTON COUNTY  
BOARD OF ELECTIONS

2012 AUG -8 AM 9: 08

**ORDINANCE NO. 2012-18**

TO AUTHORIZE ALL ACTIONS NECESSARY TO CREATE A GOVERNMENTAL ELECTRIC SERVICE AGGREGATION PROGRAM WITH OPT-OUT PROVISIONS PURSUANT TO SECTION 4928.20 OF THE OHIO REVISED CODE; TO DIRECT THE HAMILTON COUNTY BOARD OF ELECTIONS TO SUBMIT A BALLOT QUESTION TO THE ELECTORS; AND TO DECLARE AN EMERGENCY.

**WHEREAS**, the Ohio Legislature has enacted electric service 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, the retail electric loads located in the respective jurisdictions, and to enter into service agreements to facilitate for those loads the sale and purchase of electricity; 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 electricity deregulation through lower rates which they would not otherwise be able to obtain individually; and

**WHEREAS**, this Council seeks to establish a governmental aggregation program with opt-out provisions pursuant to Section 4928.20 of Ohio Revised Code (the "Aggregation Program"), for the residents, businesses, and other electric services customers in the City of Deer Park 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 City of Deer Park;

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF DEER PARK, STATE OF OHIO, TWO-THIRDS OF ALL MEMBERS THEREOF CONCURRING, THAT;**

Section 1. The Council finds and determines that it is in the best interest of the City of Deer Park, its residents, businesses, and other electric services consumers located within the city limits of Deer Park, Ohio, to establish the Aggregation Program in the City of Deer Park. Provided that the Aggregation Program is approved by the electors of the City of Deer Park pursuant to Section 2 of this ordinance, the City of Deer Park is hereby authorized to aggregate automatically in accordance with Section 4928.20 of the Ohio Revised Code, and subject to the opt-out requirements of division (D) of Section 4928.20,



competitive retail electric service for the retail electric loads located within the City of Deer Park, and, for that purpose, to enter into service agreements to facilitate for the loads the sale and purchase of electricity. Deer Park 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 service load center proposed to be aggregated, and will provide for the opt-out rights described in Section 3 of this ordinance.

Section 2. The Board of Elections of Hamilton County, Ohio, is hereby directed to submit the following question to the electors of the City of Deer Park at the next general election on November 6, 2012. The Aggregation Program shall not take effect unless approved by the majority of the electors voting upon this issue at the election held pursuant to this ordinance and Section 4928.20 of the Ohio Revised Code.

The form of the ballot to be used in the November 6, 2012, general election shall be substantially as follows:

**PROPOSED AGGREGATION PROGRAM  
CITY OF DEER PARK**

A majority affirmative vote is necessary for passage.

Shall the City of Deer Park, Ohio, have the authority to aggregate in accordance with Section 4928.20 of the Ohio Revised Code, and subject to the opt-out requirements of Division (D) of Section 4928.20, the retail electric loads located within the City of Deer Park, and, for that purpose, enter into service agreements to facilitate the sale and purchase of electricity for the retail electric loads, such aggregation to occur automatically except where any person elects to opt-out?

**FOR THE AGGREGATION PROPOSAL**

**AGAINST THE 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 ordinance, 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 City of Deer Park. The notice shall summarize the plan and state the date, time, and location of each hearing. No plan adopted by this Council shall aggregate the electric load located within the City unless it in advance clearly discloses to each person owning, occupying, controlling, or using the load center that load is to be so aggregated, and 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 at least every three years, without paying a switching fee. Any such person who opts out of the aggregation pursuant to the stated procedure shall default to the standard service offer provided under Section 4928.35 of the Ohio Revised Code, unless and until that person chooses an alternative supplier.

Section 4. Upon passage of this ordinance, the Clerk of Council shall immediately certify a copy of it to the Hamilton County Board of Elections.


Section 5. All formal actions of the Council of the City of Deer Park, Ohio, relating to the adoption of this ordinance were taken in an open meeting, in accordance with Section 121.22 of the Ohio Revised Code.

Section 6. This ordinance is hereby declared to be an emergency measure for the health, safety, and welfare of the citizens of Deer Park and shall take effect immediately. The emergency is necessary in order to meet the 4:00 p.m. filing deadline with the Board of Elections on August 8, 2012.

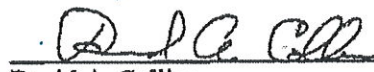
PASSED this 11 day of June, 2012.

  
\_\_\_\_\_  
Joseph W. Comer  
President of Council

Attest:

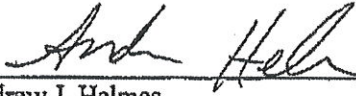
  
\_\_\_\_\_  
Meredith George  
Clerk of Council

APPROVED this 11 day of June, 2012

  
\_\_\_\_\_  
David A. Collins  
Mayor

HAMILTON COUNTY  
BOARD OF ELECTIONS  
2012 AUG -8 AM 9:08

Approved as to form:

A handwritten signature in cursive script, appearing to read "Andrew Helms", written over a horizontal line.

Andrew J. Helms  
Law Director



**CITY OF DEER PARK, HAMILTON COUNTY, OHIO**

**Electric Aggregation Program**

**EXHIBIT B-2 “OPERATION AND GOVERNANCE PLAN”**

Plan of Operation and Governance –3 Pages

## PLAN OF OPERATION AND GOVERNANCE Electric Governmental Aggregation

**Introduction.** On November 6, 2012 a majority of the voters in Deer Park, Ohio, in the County of Hamilton, approved a referendum that authorized the Deer Park (the "City") to pursue Governmental Aggregation. After the City held two public hearings on the matter, the City approved this Plan of Operation and Governance as prescribed by Section 4928.20 of the Ohio Revised Code. The City 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 City 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 City, 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 490:1-21-06 of the Ohio Administrative Code requires Duke Energy Ohio, the local electric distribution utility (the "Utility"), to provide the Governmental Aggregator with an account list of eligible customers, including the names, service and mailing addresses, load profile reference category, meter read schedule and historical consumption data 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) or any similar successor program; customers that have past due amounts owing to the Utility and have no existing plan to discharge such amounts; and mercantile customers. In addition, the City 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 City and that no area within the City boundaries has not been inadvertently omitted 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 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 the list 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.

As required by 4901:1-28-04 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.

**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 shall be 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 Counsel. As a convenience, below is a list of helpful toll-free telephone numbers.

<b>Natural of Complaint</b>	<b>Contact</b>	<b>Phone Number</b>
Outages/Emergencies	Utility	1-800-544-6900
Service turn on/off	Utility	1-800-544-6900
Billing Disputes	Utility	1-800-544-6900
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 Governmental Aggregator within three (3) business days following Provider's receipt of the complaint. 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, or such other period of time as may be required by the PUCO. 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 (telephone) or in writing (e-mail, written correspondence), no more 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, 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 City.** An aggregation participant who moves from one location to another within the City 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 City 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 City 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 City, the participant must contact the Provider to be re-enrolled within 60 days of being dropped.

**Moving outside of the City.** An aggregation participant who moves out of the City boundaries will no longer be eligible to participate in the Aggregation, but it will not be charged an early termination fee by the Provider.

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

**CITY OF DEER PARK, HAMILTON COUNTY, OHIO**

**Electric Aggregation Program**

**EXHIBIT B-3 "OPT-OUT DISCLOSURE NOTICE" – 4 Pages**





<FULLNAME>

<MAILING ADDRESS\_1>

<MAILING ADDRESS\_2>

<CITY>, <ST>

<ZIP+4>

Welcome to the  
**City of Deer Park**  
Electric Aggregation Program

Hi <Contact\_First\_NM>,

October 19, 2020

We are pleased to let you know that your community of the City of Deer Park chosen Dynegy to be the preferred electricity supplier for you and your neighbors through its Electric Aggregation Program. In November 2012, your community gave the City Council the authority to negotiate the most favorable electricity supply rate and terms for you. We are very proud to have been chosen to serve you!

**Here's What You Can Expect**

- The program is simple! You're automatically enrolled and there's no enrollment, switching or early termination fee.
- You'll receive a fixed rate of 5.69¢ per kWh till June 2021 and then 5.39¢ per kWh till December 2022 meter read.
- If you'd prefer 100% renewable energy for 5.55¢ per kWh. Please call Dynegy at the number listed below to opt into this offer.
- You should see the new price on your bill within two billing cycles of receiving this letter!
- You will continue to receive one monthly bill from your local utility, Duke Energy. You'll notice that Dynegy will show as a line item for the supply portion on your bill.

**Secure Rate**

+

**Satisfaction  
Guaranteed**

+

**Trusted by  
Millions**

**Don't want to participate?**

Just complete and return the reply card below or call Dynegy at 888-682-2170 by November 9, 2020. If you choose to opt out of the program at this time, or if you choose to leave the program at a later date, you will be served by Duke Energy under its standard service offer or until you choose an alternative supplier of electric service. If you switch back to your utility, you may not be served under the same rates, terms, and conditions that apply to other customers served by your utility.

To learn more about the program, please see the enclosed terms and conditions or visit  
<https://www.dynegy.com/municipal-aggregation/communities-we-serve/Ohio/deer-park>

With much appreciation,

City of Deer Park & Dynegy

See Reverse for Frequently Asked Questions

Community: City of Deer Park

☐

I do not wish to take advantage of the favorable rate negotiated through the City of Deer Park Electric Aggregation Program. By checking this box, I understand that my electricity account will not be included in the program.

This opt-out card must be post marked by **November 9, 2020** and mailed to Dynegy, PO Box 650764 Dallas, Texas, 75265-0764

Customer Name \_\_\_\_\_ Account Number \_\_\_\_\_

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

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

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

**ABOUT THE PROGRAM*****What is an Electric Aggregation Program?***

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

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

***How was Dynergy chosen as the supplier?***

Your community implemented a formal process where proposals from multiple suppliers were submitted for consideration. Dynergy was selected to be your preferred electricity supplier.

**ELIGIBILITY AND ENROLLMENT*****Who is eligible to participate?***

Residential and small business customers located in your community may participate. Customers enrolled with an alternative retail supplier will not be included in the initial program; however, they can call to be enrolled. Customers enrolled in PIPP (Percentage of Income Plan) are not eligible for the program.

***How do I enroll?***

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

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

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

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

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

***What if I decide to opt-out after the opt-out deadlines have passed?*** You may opt out at any time by notifying us via telephone, email, or mail.

**RATE AND TERM INFORMATION*****What are the Rates & Terms for this Aggregation Program?***

Your competitive rate and terms are explained in your Terms and Conditions. Customers who are enrolled in the program should see the changes on their monthly electricity bill 45 to 60 days after enrollment.

***What if my local utility company's rate decreases?***

If at any time during the term of your Agreement the local utility company's rates fall lower than the Dynergy price, you will have the option to return to the utility, your local electric company, without penalty.

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

At the end of the Agreement term, as defined in the Terms and Conditions, you have the option of staying with a new aggregation program, returning to your local utility company, or signing with a new supplier independent of the Aggregation program.

**BILLING AND SERVICE*****Who will bill me for electricity? Will I get two bills?***

You will continue to receive one monthly bill from your local utility company. The bill will include the charges for electricity supplied by Dynergy, as well as the delivery service charges from your local utility company.

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

Yes, how you pay your bill will not change.

***If I'm on budget billing with my utility, can I keep this program?***

Dynergy accepts Duke, Ohio Edison, Toledo Edison and The Illuminating Company budget billing programs. If you would like to enroll in budget billing or have any additional questions, please contact your utility directly.

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

You will continue to call your local utility company for power outages, problems with your service or questions regarding your monthly bill.

***Who do I call if I have questions regarding the Aggregation Program?***

Call Dynergy 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. Or you can email [DynergyCustomerService@Dynergy.com](mailto:DynergyCustomerService@Dynergy.com).



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

**1. Purchase of Electricity** – Dynegy Energy Services (East), LLC (DESE) 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, Duke Energy–Ohio, 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 \$0.0569 per kWh till June 2021 and then \$0.0539 per kWh till December 2022 (or \$0.05550 per kWh for those opting into the Green Energy Program through your December 2022 meter read date) (Initial Term). Electricity service under this Agreement will begin with the next available meter read date after DESE 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. 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. 100% Green Energy Program** - The Price for electricity shall be associated with the generation of electricity from a renewable energy resource on Customers' behalf, such that the percentage shall equal 100%. The Price indicated above reflects energy that is procured from 100% renewable resources and will be made available to Customers upon request. **This is an OPTIONAL "OPT-IN" offer. Eligible residents and small businesses must contact DESE directly to enter this 100% Green Energy Program.** For additional information on the green energy program, please visit the PUCO's website at: <https://www.puco.ohio.gov/be-informed/consumer-topics/green-pricing-programs/>.

**5. Length of Contract** - As a part of your community's program, your service from DESE 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.

**6. Billing and Payment** – The charges for electricity provided by DESE 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 DESE under this Agreement. Though DESE 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 DESE, 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.

**7. Customer Cancellation or Termination of the Agreement** – Customer's electric utility will send Customer a notice confirming the switch to DESE 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 DESE 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 DESE to terminate this Agreement. There is no fee for early termination during any renewal term. Customer may terminate this Agreement without penalty if Customer moves outside of DESE's service area or into an area where DESE charges a different price for electricity.

**8. DESE Termination of the Agreement** – DESE 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. DESE 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 DESE 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 DESE will be the next available meter read date after expiration of any required notice period and processing by the electric utility and DESE 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.

**9. Environmental Disclosure** – This Agreement incorporates the information provided to Customer or made available to Customer at DESE's website (DynegyOhio.com) regarding the approximate generation resource mix and environmental characteristics of electricity supply.

**10. Assignment** – DESE may assign, subcontract or delegate all or any part of DESE'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 DESE.

**11. Customer Information** – Customer authorizes DESE to obtain any information from Customer's electric utility necessary for DESE 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



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

hereunder are included on the electric utility's bill, and Customer's billing and payment information from Customer's electric utility. DESE is prohibited from disclosing Customer's social security number and/or account number(s) without Customer's consent except for DESE'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.

**12. Dispute Resolution** – If Customer has a billing or other dispute involving this Agreement, Customer may contact DESE 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>.

**13. Limitation of Liability** – Customer agrees that neither DESE nor any of its employees, affiliates, agents, or subcontractors (collectively, DESE 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 DESE 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 DESE Parties' liability will be limited to direct actual damages only. In no event will the DESE 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.

**14. 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 DESE. 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.

**15. REGULATORY OUT** - Changes to laws, regulations, rules, decisions, entries, findings, or orders governing the generation, transmission, or sale of electricity may be made by different entities, including state agencies and regulatory bodies such as the Public Utilities Commission of Ohio (PUCO), federal agencies and regulatory bodies such as the Federal Energy Regulatory Commission (FERC), and Regional Transmission Organizations (RTO) that operate multi-state regional electric transmission systems such as PJM Interconnection LLC (PJM), the RTO that operates the regional electric transmission system in a multi-state region that includes Ohio. Such changes may include, without limitation, new, revised, altered, amended, or reinterpreted laws, regulations, rules, decisions, entries, findings, or orders relating to (i) the generation of electricity, (ii) the availability and reliability of electricity supply resources (including, without limitation, capacity), (iii) the reliability of the electricity grid, (iv) the transmission or delivery of electricity, and (v) the sale or marketing of wholesale and retail electricity (collectively, Regulatory Events).

DES has no control over Regulatory Events. If any Regulatory Event makes this Agreement uneconomic or unprofitable for DES, Customer agrees that DES may propose new contract terms to Customer, including, without limitation, an increased price for the electricity delivered by DES under this Agreement. If DES proposes new contract terms in accordance with this clause, DES will provide written notice to the Customer that identifies (1) the Regulatory Event(s) at issue, (2) the new contract terms proposed by DES, and (3) when the new contract terms will take effect following Customer's acceptance. Customer will have thirty (30) days from the date of the written notice to affirmatively accept or reject the new contract terms. If Customer does not affirmatively accept the new contract terms within thirty (30) days of the written notice, DES may in its sole discretion elect to terminate this Agreement without penalty on the next available meter read date after the expiration of the thirty-day notice period and processing by the electric utility and DES, after which Customer will return to Customer's electric utility or another CRES provider of Customer's choosing for electricity; alternatively, DES may, in its sole discretion, elect to continue supplying electricity to Customer under the original terms of this Agreement.

**Contact Information**

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

**CITY OF DEER PARK, HAMILTON COUNTY, OHIO**

**Electric Aggregation Program**

**EXHIBIT B—4 “EXPERIENCE AND PLANS”**

**1 Page**



#### EXHIBIT B-4 "EXPERIENCE AND PLANS"

Due to the complexity of Governmental Aggregation, the Governmental Aggregator applicant has entered into a program agreement with Energy Alliances, Inc. to assist them in implementing and maintaining their Natural Gas Governmental Aggregation Program.

Founded in 1985, Energy Alliances, Inc. is an independent energy broker and consulting company that provides comprehensive energy procurement for commercial, governmental, small business and residential customers throughout the mid-West.

As a PUCO certified Retail Natural Gas Broker/Aggregator (Certificate Number 14-350G(4)) and a Competitive Retail Electric Service Provider (Certificate Number 14-805E(4)) Energy Alliances has over 15 years of experience in leading communities through the entire governmental aggregation process. They currently manage more than sixty (60) electric and gas governmental aggregation and/or endorsement programs in the State of Ohio.

A detailed summary of the contract includes, but is not limited to providing the following services:

- Assist with the preparation of resolutions, public notices, and customer communications
- Assist with the preparation of the Plan of Operation and Governance
- Assist with the preparation of the required legal notices and public meetings to review and approve the Plan of Operation and Governance
- Assist with the preparation and submission of the Certification Application for Governmental Aggregators and Re-certification Applications, as well as the annual and/or quarterly reporting requirements
- Evaluate existing energy costs and rates, provide market expertise, and assist the communities with the selection of their electric/gas supply pricing strategy
- Assist with the preparation of all notifications required to be sent to program participants
- Assist the communities with the day-to-day operation of their programs (i.e. problem resolution, PUCO compliance, supplier liaison, etc.)
- Provide other services necessary for the communities to comply with provisions of Sections 4929 and 4928 and Chapter 4901 of the Ohio Revised Code



## Public Utilities Commission

Competitive Retail Electric Service (CRES)  
Governmental Aggregator Application

Case Number: 13 0715 -EL-GAG

Please complete all information. Identify all attachments with a label and title (example: Exhibit B-2 Operation and governance plan). For paper filing, you can mail the original and three complete copies to the Public Utilities Commission of Ohio, Docketing Division, 180 East Broad Street, Columbus, Ohio 43215-3793.

### A. Application Information

#### A-1. Applicant's legal name and contact information.

Provide the name and contact information of the business entity.

Legal Name: City of Deer Park, Ohio  
Street Address: 7777 Blue Ash Road  
City: Deer Park State: OH Zip: 45236  
Telephone: 513-794-8860 Website: www.deerpark-oh.gov

#### A-2. Contact person for regulatory matters.

Name: Rich Surace  
Street Address: 8469 Blue Ash Rd., Suite 1  
City: Cincinnati State: OH Zip: 45236  
Telephone: 513-745-1424 Email: rsurace@energyalliances.com

#### A-3. Contact person for PUCO Staff use in investigating consumer complaints.

Name: Rich Surace  
Street Address: 8469 Blue Ash Rd., Suite 1  
City: Cincinnati State: OH Zip: 45236  
Telephone: 513-745-1424 Email: rsurace@energyalliances.com

#### A-4. Applicant's address and toll-free number for customer service and complaints.

Street Address: 8469 Blue Ash Rd., Suite 1  
City: Cincinnati State: OH Zip: 45236  
Toll-free Telephone: 800-735-0359 Email: rsurace@energyalliances.com

## B. Managerial Capability

Provide a response or attachment for each of the sections below.

### B-1. Authorizing Ordinance.

Provide a copy of the adopted ordinance or resolution authorizing the formation of a governmental aggregation program pursuant to Sections 4928.20(A), 4929.26, and/or 4929.27 of the Ohio Revised Code.

### B-2. Operation and governance plan.

Provide a copy of the applicant's plan for operation and governance of its aggregation program adopted pursuant to Section 4928.20(C), 4929.26(C), and/or 4929.27(B) of the Ohio Revised Code and in accordance with 4901:1-21-16 and/or 4901:1-28-03 of the Ohio Administrative Code.

### B-3. Opt-out disclosure notice.

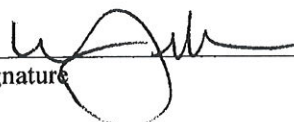
Provide a draft copy of the opt-out notice that provides or offers automatic aggregation services in accordance with Sections 4928.20(D) or 4929.26(D) of the Ohio Revised Code and in accordance with 4901:1-21-17 and/or 4901:1-28-04 of the Ohio Administrative Code. The applicant must file the finalized opt-out notice in the certification case docket no more than 30 days and not less than ten days prior to public dissemination.

### B-4. Experience and plans.

Describe in detail the applicant's experience and plan for providing aggregation services, including contracting with consultants, broker/aggregators, retail natural gas suppliers and/or retail generation providers, providing billing statements, responding to customer inquiries and complaints, and complying with all applicable provisions of Commission rules adopted pursuant to Section 4929.22 and/or 4928.20 of the Ohio Revised Code.

**As authorized representative for the above company/organization, I certify that all the information contained in this application is true, accurate and complete. I also understand that failure to report completely and accurately may result in penalties or other legal actions.**

Signature



Date

Feb 10, 2021

Title

Safety Service Director



# Competitive Retail Electric Service Affidavit

County of Hamilton :

State of Ohio :

William A. Jetter, Affiant, being duly sworn/affirmed, hereby states that:

1. The information provided within the certification or certification renewal application and supporting information is complete, true, and accurate to the best knowledge of affiant, and that it will amend its application while it is pending if any substantial changes occur regarding the information provided.
2. The applicant will timely file an annual report of its intrastate gross receipts, gross earnings, and sales of kilowatt-hours of electricity pursuant to Sections 4905.10(A), 4911.18(A), and 4928.06(F), Ohio Revised Code.
3. The applicant will timely pay any assessment made pursuant to Sections 4905.10, 4911.18, and 4928.06(F), Ohio Revised Code.
4. The applicant will comply with all applicable rules and orders adopted by the Public Utilities Commission of Ohio pursuant to Title 49, Ohio Revised Code.
5. The applicant 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 will fully comply with Section 4928.09, Ohio Revised Code regarding consent to the jurisdiction of Ohio Courts and the service of process.
7. The applicant will comply with all state and/or federal rules and regulations concerning consumer protection, the environment, and advertising/promotions.
8. The applicant 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 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, 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.
11. The Applicant will inform the Public Utilities Commission of Ohio of any material change to the information supplied in the 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 consumer complaints.

12. The facts set forth above are true and accurate 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.

13. Affiant further sayeth naught.

W. J. Smith Safety Service Director  
Signature of Affiant & Title

Sworn and subscribed before me this 10 day of February, 2021  
Month Year

TyRA Meredith  
Signature of official administering oath

TyRA Meredith tax clerk  
Print Name and Title

My commission expires on February 17, 2025





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

**Commission of Ohio Docketing Information System on**

**2/15/2021 11:44:11 AM**

**in**

**Case No(s). 13-0715-EL-GAG**

Summary: In the Matter of the Application of City of Deer Park