



DIS Case Number: 12-0179-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: Amberley Village	Country: United States
Phone: 5135318675	Extension (if applicable):
Street: 7149 Ridge Road	
Website (if any):	City: Amberley Village
	Province/State: OH
	Postal Code: 45237

A-2. Contact person for regulatory matters

Ross Calliott
10749 E Garden Rd
Mt Vernon, IL 62864
US
rcalliott@agellc.com
6363992501

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

Ross Calliott
10749 E Garden Rd
Mt Vernon, IL 62864
US
rcalliott@agellc.com
6363992501

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

Phone: 618-203-8328	Extension (if applicable):	Country: United States
Fax: 618-205-5069	Extension (if applicable):	Street: 10749 E Garden Rd
Email: info@agellc.com		City: Mount Vernon Province/State: IL



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.

Application Experience and Plan Description: The Applicant uses the consulting services of Supernova Partners, LLC, Affordable Gas & Electric Company, LLC (Cert #13-709E and Cert #13-320G) for the purposes of managing its governmental aggregation program, including the



**Public Utilities
Commission**

facilitation of contract execution with CRES/CRNG suppliers, 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.

Application Attachments

PASSED: June 13, 2011
BY: Chaiken

ORDINANCE NO. 2011-09

AN ORDINANCE AUTHORIZING ALL ACTIONS NECESSARY TO EFFECT A
GOVERNMENTAL ELECTRICITY PROGRAM WITH OPT-OUT PROVISIONS
PURSUANT TO SECTION 4928.20, OHIO REVISED CODE, DIRECTING THE
HAMILTON COUNTY BOARD OF ELECTIONS TO SUBMIT A BALLOT
QUESTION TO THE ELECTORS

WHEREAS, the Ohio Legislature has enacted electric deregulation legislation which authorizes the legislative authorities of municipal corporations, townships and counties to aggregate the retail electric loads located in the respective jurisdictions and to enter into service agreements to facilitate for those loads the purchase and sale of electricity;

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

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

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

**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE
VILLAGE OF AMBERLEY VILLAGE, STATE OF OHIO:**

SECTION 1. This Council finds and determines that it is in the best interest of Amberley, its residents, businesses, and other electric consumers located within the corporate limits of Amberley to establish the Aggregation Program in Amberley. Provided that this Ordinance and the Aggregation Program is approved by the electors of Amberley pursuant to Section 2 of this Ordinance, Amberley is hereby authorized to aggregate in accordance with Section 4928.20, Ohio Revised Code, the retail electric loads located within Amberley, and, for that purpose, to enter into service agreements to facilitate for those loads the sale and purchase of electricity. Amberley may exercise such authority jointly with any other municipal corporation, township, or county or other political subdivision of the State of Ohio to the full extent permitted by law. The aggregation will occur automatically for each person owning, occupying, controlling or

using an electric load center proposed to be aggregated and will provide for the opt-out rights described in Section 3 of this Ordinance.

SECTION 2. The Board of Elections of Hamilton County is hereby directed to submit the following question to the electors of Amberley at the primary election on November 8, 2011:

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

The Clerk of this Council is instructed to file a certified copy of this Ordinance and the proposed form of the ballot question with the County Board of Elections not less than ninety (90) days prior to November 8, 2011. The Aggregation Program shall not take effect unless approved by a majority of the electors voting upon this Ordinance and the Aggregation Program provided for herein and Section 4928.20 of the Ohio Revised Code.

SECTION 3. Upon the approval of a majority of the electors voting at the election provided in Section 2 of this Ordinance, this Council individually or jointly with any other political subdivision, shall develop a plan of operation and governance for the Aggregation Program. Before adopting such plan, this Council shall hold at least two public hearings on the plan. Before the first hearing, notice of the hearings shall be published once a week for two consecutive weeks in a newspaper of general circulation in the Village. The notice shall summarize the plan and state the date, time, and location of each hearing. No plan adopted by this Council shall aggregate the electrical load of any electric load center within the Village unless it in advance clearly discloses to the person owning, occupying, controlling, or using the load center that the person will be enrolled automatically in the Aggregation Program and will remain so enrolled unless the person affirmatively elects by a stated procedure not to be so enrolled. The disclosure shall state prominently the rates, charges, and other terms and conditions of enrollment. The stated procedure shall allow any person enrolled in the Aggregation Program the opportunity to opt-out of the program every three years, without paying a switching fee. Any such person that opts out of the Aggregation Program pursuant to the stated procedure shall default to the standard service offer provided under division (a) of Section 4928.14 or division (b) of Section 4928.35, Ohio Revised Code, until the person chooses an alternative supplier.

SECTION 4. This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

SECTION 5. Notice of the adoption of this Ordinance shall be given once by publishing the title of the Ordinance in an abstract prepared by the Mayor or Solicitor in The Enquirer.

SECTION 6. That this Ordinance is declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the citizens of the Village. The reason for the said emergency is the necessity to meet the filing deadline imposed by the Ohio Revised Code in order to place this measure on the November ballot and to provide residents with energy savings as soon as possible. Upon the affirmative vote of two-thirds (2/3) of all members elected to Council, this Ordinance shall go into immediate force and effect without delay.

Passed this 13th day of June, 2011.

Mayor Merrie Stillpass

Attest:

Nicole Browder, Clerk of Council

Ordinance Vote:

Moved: Chaiken Second: Hattenbach

Stillpass	<u>Aye</u>
Chaiken	<u>Aye</u>
Cohen	<u>Aye</u>
Conway	<u>Aye</u>
Hattenbach	<u>Aye</u>
Katz	<u>Aye</u>
McIntosh	<u>Aye</u>

I, Clerk of Council of Amberley Village, Ohio, certify that on the 15th day of June, 2011, the forgoing Ordinance was published pursuant to Article IX of the Home Rule Charter by posting true copies of said Ordinance at all of the places of public notice as designed by Sec. 31.40(B), Code of Ordinances.

Nicole Browder, Clerk of Council

CERTIFICATE OF RESULT OF ELECTION ON QUESTION OR ISSUE

Revised Code, Section 3501.11

State of Ohio
County of Hamilton }The Board of Elections of Hamilton County herebycertifies that at the election held in the Village Of Amberley
(Name of Subdivision)on the 8th day of November, 2011, the vote cast on the following issue was
as follows:

Issue

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

Votes <u>Yes</u> (For, yes, etc. - as on ballot)	<u>1,475</u> (Number)
Votes <u>No</u> (No, against, etc. - as on ballot)	<u>244</u> (Number)
Total vote cast on issue:	<u>1,719</u> (Number)

IN WITNESS WHEREOF, we have hereunto subscribed our names officially at Cincinnati
Ohio, this 28th day of November, 2011

[Signature]
Thomas M. Borman Chair
Charles H. Greenblatt
Chris Fox

Attest: *[Signature]*
Director

BOARD OF ELECTIONS

Hamilton County, Ohio

Competitive Retail Electric Service Affidavit

County of St Louis :

State of Missouri :

Ross [Signature], 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.

Ross [Signature] Ops VP
Signature of Affiant & Title

Sworn and subscribed before me this 5 day of Jan., 2022
Month Year

[Signature]
Signature of official administering oath

PETER J. FINCH, Notary Public
Print Name and Title



My commission expires on 10/27/2025

EXHIBIT A-3

PLAN OF OPERATION AND GOVERNANCE
OF
AMBERLEY VILLAGE , OHIO, HAMILTON COUNTY

For Additional Information Contact:

Donald I. Marshall
Eagle Energy, LLC
6566 Glenway Avenue
Cincinnati, Ohio 45211

Telephone: (513) 251-7283
E-mail: eagleenergy@fuse.net

Introduction. The Amberley Village (Amberley) obtained voter approval to offer an electric aggregation program pursuant to §4928.20, Ohio Revised Code (ORC) on November 8, 2011. As a result of the voter's affirmative vote, Amberley shall offer an "opt-out" electric aggregation program to all eligible customers¹; i.e., all residential customers and non-mercantile commercial, industrial and other public authority customers within Amberley. The plan will be available to approximately 1500 customers and those customers shall automatically be enrolled in the program as further explained herein. A Program Agreement has not been executed with a IGS Energy (IGS), a Competitive Retail Electric Supplier (IGS) for the purpose of implementing an aggregation program.

The aggregation program has been developed in accordance with §4928.20, ORC, in the following manner:

1. §4928.20(A) specifies the requirement of a municipal authority to adopt an ordinance. Exhibit A-2 is a copy of Ordinance No. 2011-09 adopted by the elected officials of Amberley specifying that aggregation shall occur automatically.
2. §4928.20(B) requires that the Ordinance be submitted to the electorate. Ordinance No. 23-2012 was passed on November 8, 2011 by a majority affirmative vote.
3. §4928.20(C) requires two public hearings on this Plan of Operation and Governance (Plan) to be conducted. Those hearings were held on December 21, 2011 at 3:00 PM and 5:30 PM after appropriate public notice was provided for two consecutive weeks.
4. §4928.20(D) requires appropriate notice be provided to customers being automatically enrolled in the aggregation program. The notice, including terms and conditions, is attached as Exhibit A-4.

The Plan has been developed in accordance with the Commission's rules and regulations, specifically rule 4901:1-21-16(B) of the Administrative Code, in the following manner:

1. Services to be Provided. Amberley has entered into a contract with IGS to provide generation and transmission services. The IGS contract includes all terms and conditions that make it clear that the IGS has ultimate responsibility to deliver firm power to the distribution system of the local Electric Distribution Utility (EDU), Duke-Ohio (Duke). Duke, in turn, shall utilize its distribution system, as it currently uses, and deliver the power to the customer's end-use facilities.

¹ As further defined herein. Certain customers may not be eligible to participate. In addition, Amberley may consider other factors such as savings opportunities that could impact different rate classes and/or consumption patterns among customers differently. The result would be that certain customers may not be included in a particular rate offer. However, Amberley will not conduct a mailing at any time unless the majority of residential customers are included in said mailing.

Amberley does not intend to re-sell any power as a result of this program and, in fact, is not authorized to do so.

2. Determination of Rates to be Charged. All customers shall continue to receive standard distribution service under Duke's tariffs on file and approved by the Commission. Customers shall be responsible for the distribution charges and certain delivery Riders specified under Rates RS, DM or DS of the Duke tariff, P.U.C.O. No. 19². Customers enrolled in the program shall receive relief from certain other Riders and the rates associated with basic generation (PTC-BG) contained in Duke's tariff. Amberley has retained Eagle Energy to assist in the identification of potential benefits for customers. Benefits may include savings against the prevailing price-to-compare of Duke with the contract rate of the IGS. The rate comparison will be contained in the notice to be received by the customer. A surcharge authorized under §4928.20(I) is not applicable at the current time.
3. Standby Service. Currently, avoidance of certain rate riders within Duke's rate structure requires action by customers, which is inconsistent with the opt-out program, which requires no action by the customer. In addition, Amberley does not want customers to be subject to market-based rates in the event a customer returns to Duke. For these reasons, Amberley currently intends for customers to pay all rate Riders imposed by Duke that shall permit customers to return to Duke on a full-requirements basis without penalty. The goal of Amberley in the process of negotiating a contract with a IGS was to negotiate a provision that would exclude a switching fee provision for customers.
4. Opt-out Disclosure Notice. Amberley requested Duke for a customer list that identifies potential customers within its geographic boundary. The customer list was provided to the IGS and will be used as the basis for developing a mail file for the opt-out notice following noted exclusions, if any. Once the mailing list has been developed, the opt-out notice shall be mailed via first class U.S. mail and customers shall have twenty-one (21) days to opt-out of the program. Those customers electing **not** to opt-out shall be enrolled in the program.

² The program may be available to other special rates such as Rates EH, ORH, et al.

5. Customer Inclusion. The following customers shall be excluded from the opt-out program:

- (a) Customers who have opted-out of the program;
- (b) Customers under contract with a CRES;
- (c) Customers who may have a special contract with Duke;
- (d) Customers outside the geographical boundary of Amberley;
- (e) Customers who have elected to be on the "do not aggregate" list provided by §4928.21(C);
- (f) Mercantile customers;
- (g) Customers with an unsatisfactory credit rating; and,
- (h) Customers enrolled in the Percentage of Income Payment Plan (PIPP).

Customers in categories (b) through (h) shall not appear in the customer list provided by Duke. Customers within the above categories who may be accidentally enrolled shall be returned to Duke without charge.

IGS has the responsibility to monitor the enrollment of customers. Customers who elect to opt-out of the program shall be excluded and if a customer were accidentally enrolled shall also be returned to Duke without charge.

6. Opt-out Process. Customers shall receive a letter, terms and conditions and instructions on how to opt-out of the program³. Customers shall be provided twenty-one (21) days to elect to opt-out of the program. After the twenty-one day opt-out period ends customers shall be submitted to Duke for enrollment. Duke shall confirm enrollment and provide the customer with an additional seven (7) days to allow the customer to cancel enrollment. Thereafter, a similar enrollment program shall be offered at intervals not to exceed three (3) years.

7. Eligible Customers. The aggregation program shall include residential and non-mercantile customers, except those identified in Section 5 above, served under the provision's of Duke's electric tariff P.U.C.O. No. 19 as follows⁴:

Rate RS, Sheet No. 30.14;
Rate DS, Sheet No. 40.15; and,
Rate DM, Sheet No. 43.15.

8. Billing Procedures. The contract with the IGS shall include billing procedures but the goal of Amberley is to have the customer receive a single bill from Duke. The bill shall include all charges including the rates of IGS. The billing interval shall be approximately thirty (30) days. If Duke does not receive timely payments, then

³ Customers shall also be provided a toll-free telephone number to be provided by IGS that will monitor and verify enrollment status.

⁴ See footnote 2 also.

the subsequent bill will reflect late payments fees, as authorized by the Commission, including those charges of IGS.

9. Credit and Deposit Procedures. Collection and credit procedures shall be those authorized by the Commission and remain the responsibility of Duke, the IGS and the involved customer. Amberley shall not be involved in any credit or collection matter.
10. Customer Service Procedures. Customers shall have multiple means of addressing customer service issues. Generally, concerns relative to service reliability or billing should be addressed to Duke and concerns regarding the Plan should be addressed to Amberley or Eagle Energy. If a customer is unable to resolve their concern in a satisfactory manner, then that matter should be directed to the Commission or to the Ohio Consumers' Counsel. The following telephone numbers are for customers' assistance for resolving customer service issues:

Duke Energy Ohio	(800) 544-6900
Public Utilities Commission of Ohio	(800) 686-7826 (800) 686-1750 (TDD/TTY)
Village of Amberley	(513) 771-7200
Eagle Energy	(513) 251-7283
Ohio Consumers' Counsel	(877) 742-5622
IGS Energy	(800) 280-4474

In addition, this Plan adopts by reference Commission rule 4901:1-21-08 of the Administrative Code as the rule pertains to customer access, slamming and complaint handling procedures.

11. New Customer Policy. During the Plan's term, customers who have either left the Plan or who moved into the governmental boundaries of Amberley, may contact Amberley, Eagle Energy or the IGS at any time to obtain enrollment⁵ information. IGS shall have sole discretion to permit new customers to enroll into the Plan at no charge.
12. Customer Who Move. Enrolled customers who move from one location to another within the geographical boundaries of Amberley shall be permitted to maintain their enrollment status at their new location.

⁵ Enrollment must be authorized by Duke.

13. Customers Who Opt-out. Customers who provided the required opt-out notice shall remain a customer of the EDU, Duke, or their selected IGS. Customers may request IGS to permit enrollment and in that instance IGS shall have sole discretion as to allow the enrollment at no charge. Customers being served by IGS shall be cautioned about any cancellation charges associated with their current enrollment status. A new enrollment period shall be offered, at a minimum, every three (3) years without any charge to the customer. IGS may periodically offer re-fresh opt-out opportunities to eligible customers upon concurrence by Amberley and appropriate notification to the Commission Staff.
14. Other Matters. A copy of this Plan shall be available at the Amberley offices , 7149 Ridge Road, for public inspection and shall be made available to any customer upon request. Amberley shall be precluded from altering this Plan in any way that materially affects enrolled customers. If a material change to the Plan is made, affected customers shall be provided notice of the change and shall be given an opportunity to opt-out of the aggregation.



<FULLNAME>

<MAILING ADDRESS_1>

<MAILING ADDRESS_2>

<CITY>, <ST> <ZIP+4>

Welcome to the
Amberley Village
Electric Aggregation Program

Hi <Contact_First_NM>,

December 20, 2021

We are pleased to let you know that Amberley Village has chosen Dynegy to be the preferred electricity supplier for you and your neighbors through its Electric Aggregation Program. In November 2011, Amberley Village voters approved an opt-out electric aggregation giving Village 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 4.93 cents per kWh through your August 2023 meter read. Or choose 100% renewable energy for 5.345 cents per kWh. Please call us for this option.
- Nothing will change! Continue to receive one monthly bill from your local utility, Duke Energy. You'll notice that Dynegy will now show as a line item for the supply portion on your bill.
- Duke Energy will send you a confirmation letter When the switch to Dynegy is complete.

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 January 10, 2022. 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 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/Amberley>.

With much appreciation,
Amberley Village & Dynegy

See Reverse for Frequently Asked Questions

Community: Amberley Village

☐

I do not wish to take advantage of the favorable rate negotiated through the Amberley Village 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 **January 10, 2022** 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.

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 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 4.93 cents per kWh (or 5.345 cents per kWh for those opting into the Green Energy Program) through your August 2023 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 DESE wishes to lower the Price due to a change in market conditions, DESE 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.**

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 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

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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).

DESE has no control over Regulatory Events. If any Regulatory Event makes this Agreement uneconomic or unprofitable for DESE, Customer agrees that DESE may propose new contract terms to Customer, including, without limitation, an increased price for the electricity delivered by DESE under this Agreement. If DESE proposes new contract terms in accordance with this clause, DESE will provide written notice to the Customer that identifies (1) the Regulatory Event(s) at issue, (2) the new contract terms proposed by DESE, 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, DESE 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 DESE, after which Customer will return to Customer's electric utility or another CRES provider of Customer's choosing for electricity; alternatively, DESE 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, 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>.

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Summary: In the Matter of the Application of Amberley Village