



DIS Case Number: 12-0528-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: Columbia Township (Hamilton County)      Country: United States  
Phone:                      Extension (if applicable):      Street: 5686 Kenwood Road  
5135616046  
Website (if any):                      City: Cincinnati                      Province/State: OH  
Postal Code: 45227

### 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



### **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-



**Public Utilities  
Commission**

320G) for the purposes of managing its governmental aggregation program, including the 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

**PLAN OF OPERATION AND GOVERNANCE**  
**OF**  
**COLUMBIA TOWNSHIP, 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](mailto:eagleenergy@fuse.net)

Introduction. Columbia Township (Township) 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, the Township shall offer an "opt-out" electric aggregation program to all eligible customers<sup>1</sup>; i.e., all residential customers and non-mercantile commercial, industrial and other public authority customers within the Village. The plan will be available to approximately 2,000 customers and those customers shall automatically be enrolled in the program as further explained herein. A Program Agreement has not been executed with IGS Energy (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 Resolution No. 11-26, 2011 adopted by the elected officials of Columbia Township specifying that aggregation shall occur automatically.
2. §4928.20(B) requires that the Resolution be submitted to the electorate. Also included in Exhibit A-2 is the certification by the Hamilton County Board of Elections that Resolution No. 04-0809-H 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 January 24 and 31, 2011 at 6:00 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 final notice was timely provided to the Commission Staff.

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. Columbia Township has entered into a contract with a IGS to provide generation and transmission services. The 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 Energy-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. Columbia Township does not intend to re-sell any power as a result of this program and, in fact, is not authorized to do so.

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<sup>1</sup> As further defined herein. Certain customers may not be eligible to participate.

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 residential rates and other rates that apply to non-mercantile customers within Duke's tariff, P.U.C.O. No. 19<sup>2</sup>. Customers enrolled in the program shall receive relief from certain other Riders and the rates and Riders associated with generation and related cost contained in Duke's tariff. Columbia Township has retained Eagle Energy to assist in the identification of potential savings for customers. Savings shall be determined by comparing the prevailing price-to-compare of Duke with the contract rate of 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.

The rate to be charged customers electing to be in the program shall be fixed.

3. Standby Service. The Township intends for customers to return to Duke on a full-requirements basis without penalty.
4. Opt-out Disclosure Notice. The Township requested a customer list that identifies potential customers within its geographic boundary from Duke. It has been Eagle's experience that the customer list may not be entirely accurate so a request of IGS to sanitize the customer list was made to improve its accuracy. The sanitized customer list shall then be used to mail the opt-out notice. Once the mailing list has been developed, the opt-out notice was 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 were enrolled in the program.
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 the Village;
  - (e) Customers who have elected to be on the "do not aggregate" list provided by §4928.21(C);
  - (f) Mercantile customers; and,

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

(g) Customers with an unsatisfactory credit rating.

The Township is relying on Duke to provide a concise customer list as well as identifying the above customer categories as reasonable as possible. Customers in categories (b) through (g) shall not appear in the customer list provided by Duke. Customers within these 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 received a letter, terms and conditions and a postcard that shall be used to determine enrollment status<sup>3</sup>. Customers were provided twenty-one (21) days to elect to opt-out of the program. After the twenty-one day opt-out period ended 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<sup>4</sup>.
8. Billing Procedures. The contract with IGS includes billing procedures and the customer receives a single bill from Duke. The bill includes all charges including the rates of IGS. The billing interval shall be approximately thirty (30) days. If Duke does not receive timely payments, then 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, IGS and the involved customer. Columbia Township 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 Columbia Township or Eagle Energy. If a customer is unable to

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

<sup>4</sup> See footnote 2 also.

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)
Columbia Township	(513) 561-6046
Eagle Energy	(513) 251-7283
Ohio Consumers' Counsel	(877) 742-5622
IGS	(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 Columbia Township, may contact Columbia Township, Eagle Energy or IGS at any time to obtain enrollment<sup>5</sup> information. IGS shall have sole discretion to permit new customers to enroll into the Plan at no charge. In addition, IGS may periodically provide an opt-out refresh opportunity to eligible customers upon concurrence of the Township and appropriate notice provided to the Commission Staff.
12. Customer Who Move. Enrolled customers who move from one location to another within the geographical boundaries of Columbia Township shall be permitted to maintain their enrollment status at their new location.
13. Customers Who Opt-out. Customers who provided the required opt-out notice shall remain a customer of the EDU, Duke, or their selected CRES. Customers may request the Plan's CRES to permit enrollment and in that instance the CRES shall have sole discretion as to allow the enrollment at no charge. Customers being served by an existing CRES 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.

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<sup>5</sup> Enrollment must be authorized by Duke.



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14. Other Matters. A copy of this Plan shall be available at the Columbia Township offices at 5686 Kenwood Road for public inspection and shall be made available to any customer upon request. Columbia Township shall be precluded from altering this Plan in any way that materially affects enrolled customers. If a 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.

**RESOLUTION NO 11-26, 2011  
COLUMBIA TOWNSHIP, HAMILTON COUNTY, OHIO**

**A RESOLUTION 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 Board of Trustees of Columbia Township, Hamilton County, met in regular session on the \_\_\_th day of July 2011 at the office of the Board with the following members present:

Susan Hughes

David Kubicki

Stephen Langenkamp

**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 Board 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 Columbia Township and in conjunction jointly with any other municipal corporation, township, county or other political subdivision of the State of Ohio, as permitted by law; and,

**WHEREAS**, the Board desires to proceed with the submission of the question to the electors of Columbia Township,

**THEREFORE, BE IT RESOLVED**, by the Trustees of Columbia Township Hamilton County, Ohio, as follows:

**SECTION 1.** This Board finds and determines that it is in the best interest of Columbia Township its residents, businesses and other electric consumers located within the limits of Columbia Township to establish the Aggregation Program in Columbia Township. Provided that this Resolution and the Aggregation Program is approved by the electors of Columbia Township pursuant to Section 2 of this Resolution, Columbia Township is hereby authorized to aggregate in accordance with Section 4928.20, Ohio

Revised Code, the retail electric loads located within Columbia Township, and, for that purpose, to enter into service agreements to facilitate for those loads the sale and purchase of electricity. Columbia Township may exercise such authority jointly with any other municipal corporation, township, or county or other political subdivision of Ohio to the fullest extent permitted by law. The aggregation will occur automatically for each person owning, occupying, controlling or using an electric load center proposed to be aggregated and will provide for the opt-out rights described in Section 3 of this Resolution.

**SECTION 2.** The Board of Elections of Hamilton County is hereby directed to submit the following question to the electors of Columbia Township at the general election on November 8, 2011. The Aggregation Program shall not take effect unless approved by a majority of the electors voting upon this Resolution and the Aggregation Program provided for herein at the election held pursuant to this Section 2 and Section 4928.20 of the Ohio Revised Code.

That the form of the ballot to be used at said election shall be substantially as follows:

**PROPOSED AGGREGATION PROGRAM FOR COLUMBIA TOWNSHIP**

Shall Columbia Township have the authority to aggregate the retail electric loads located in the Township, 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?

For the Resolution \_\_\_\_

Against the Resolution \_\_\_\_

**SECTION 3.** Upon the approval of a majority of the electors voting at the election provided in Section 2 of this Resolution, this Board 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 Board 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 Township. The notice shall summarize the plan and state the date, time, and location of each hearing. No plan adopted by this Board shall aggregate the electrical load of any electric load center within the Township unless in advance the Board 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 Section 4928.14 or division (D) of Section 4928.35, Ohio Revised Code, until the person chooses an alternative supplier.

**SECTION 4.** The Fiscal Officer of this Board is instructed to file a certified copy of this Resolution 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 Resolution and the Aggregation Program provided for herein at the election held pursuant to Section 2 and Section 4928.20 of the Ohio Revised Code.

**SECTION 5.** This Board finds and determines that all formal actions of this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board and of any committees that resulted in those formal actions were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

**SECTION 6.** Notice of the adoption of this Resolution shall be given once by publishing the title of the Resolution in an abstract form in The Enquirer.

Motion to accept Resolution made by: Mr./Mrs. \_\_\_\_\_

Seconded by: Mr./Mrs. \_\_\_\_\_

**VOTE:**

<b>TRUSTEE</b>	<b>Voting</b>	<b>Signature</b>	<b>Date</b>
Stephen Langenkamp, President	_____	_____	_____
Susan Hughes, Vice-President	_____	_____	_____
David Kubicki, Trustee	_____	_____	_____

**ATTEST:**

\_\_\_\_\_  
Paul C. Davis, Fiscal Officer

**APPROVED** as to form: \_\_\_\_\_  
Columbia Township Legal Counsel

Passed this \_\_\_\_ day of July 2011.

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**PROPOSED ELECTRIC AGGREGATION**

**COLUMBIA TOWNSHIP**

A majority affirmative vote is necessary for passage.

Shall Columbia Township have the authority to aggregate the retail electric loads located in Columbia Township, 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?

**YES**

**NO**

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**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 Columbia Township

(Name of Subdivision)

on the 8th day of November, 2011, the vote cast on the following issue was as follows:**Issue**

Shall Columbia Township have the authority to aggregate the retail electric loads located in Columbia Township, 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 Yes  
(For, yes, etc. - as on ballot)

946  
(Number)

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

429  
(Number)

Total vote cast on issue:

1,375  
(Number)

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

*[Signature]* Chair  
*[Signature]*  
*Charles H. Burkhardt III*  
*Calvin 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





<FULLNAME>

<MAILING ADDRESS\_1>

<MAILING ADDRESS\_2>

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

Welcome to the  
Columbia Township  
Electric Aggregation Program

Hi <Contact\_First\_NM>,

December 20, 2021

We are pleased to let you know that the Columbia Township has chosen Dynergy to be the preferred electricity supplier for you and your neighbors through its Electric Aggregation Program. In November 2011, Columbia Township voters approved an opt-out electric aggregation giving Township Trustees 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 Dynergy will now show as a line item for the supply portion on your bill.
- Duke Energy will send you a confirmation letter after your enrollment is finalized.

#### Secure Rate

+

#### Satisfaction Guaranteed

+

#### Trusted by Millions

#### Don't want to participate?

Just complete and return the reply card below or call Dynergy 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 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/Columbia>.

With much appreciation,  
Columbia Township & Dynergy

See Reverse for Frequently Asked Questions

Community: Columbia Township

☐

I do not wish to take advantage of the favorable rate negotiated through the Columbia Township 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 Dynergy, 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 Dynegy chosen as the supplier?***

Your community implemented a formal process where proposals from multiple suppliers were submitted for consideration. Dynegy 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 Dynegy 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 Dynegy 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 Dynegy, 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?***

Dynegy 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 Dynegy 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 [dynegycustomerservice@dynegy.com](mailto:dynegycustomerservice@dynegy.com).



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

**1. Purchase of Electricity** – Dynegy Energy Services (East), LLC (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



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

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](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>.

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Summary: In the Matter of the Application of Columbia Township (Hamilton County)