



Baker&Hostetler LLP

Key Tower
127 Public Square, Suite 2000
Cleveland, OH 44114-1214

T 216.621.0200
F 216.696.0740
www.bakerlaw.com

David F. Proaño
direct dial: 216.861.7834
dproano@bakerlaw.com

March 17, 2022

Ms. Barcy F. McNeal
Docketing Division
Public Utilities Commission of Ohio
180 East Broad Street, 11th Floor
Columbus, Ohio 43215-3793

Re: City of Cincinnati; Case No. 12-0671-EL-GAG

Dear Ms. McNeal:

Please find attached the Opt-Out Aggregation Notice that will be sent to all eligible residential and commercial customers in City of Cincinnati, Ohio, on or after March 28, 2022, with the opt-out period ending twenty-one days thereafter. To date, our client, Dynegy Energy Services (East), LLC (“Dynegy”), has not obtained the necessary data to send opt-out letters to eligible customers. Thus, as you will see in the opt-out letter, the “opt-out by” date is bracketed with only an estimated date. Once Dynegy obtains the relevant data, it will update the letter and input the opt-out date, which will be no earlier than twenty-one days from the post-mark date of the letter.

Our client, Dynegy Energy Services (East), LLC, is providing aggregation services for City of Cincinnati and is filing the attached notice on the behalf of that governmental aggregator in accordance with O.A.C. § 4901:1-21-16(G).

Please let me know if you have any questions regarding this matter.

Sincerely,

/s/ David F. Proaño

David F. Proaño

Enclosure

Atlanta Chicago Cincinnati Cleveland Columbus Costa Mesa Denver
Houston Los Angeles New York Orlando Philadelphia Seattle Washington, DC



City of Cincinnati Electric Aggregation Program

<<insert customer name>>
<<insert customer address>>
<<insert customer address>>
<CITY>, <ST> <ZIP+4>

March 28-April 18, 2022

Dear Cincinnati Residents and Businesses,

The City of Cincinnati is offering you an opportunity to participate in an Electric Aggregation Program. In 2011, Cincinnati voters authorized the City to form a governmental aggregation program and negotiate favorable electric supply prices for eligible residences and businesses. Through a competitive process, the City selected Dynergy as the program supplier through your May 2023 meter read. Since May 2017, the Aggregation Program saved program participants an average of \$53 annually, for a cumulative savings of \$12.6 million. Both the City of Cincinnati and Dynergy are certified by the Ohio Public Utilities Commission to provide this service.

As an eligible resident or small business, you will be automatically enrolled in the program unless you choose to opt-out (not participate) by April 7, 2022.

Program details:

- o Fixed Electricity Price of 5.03¢/kWh through your May 2023 meter reading
- o 100% green energy through the purchase of renewable energy credits
- o You still receive just one energy bill from Duke Energy.
- o No cancelation fee at any time!
- o Duke Energy continues to deliver your electricity and maintain the electric lines and respond to emergencies.

Program Enrollment

After your enrollment is finalized, Duke Energy will send you a letter confirming your enrollment and informing you of your ability to cancel your enrollment with no penalty.

Don't want to participate?

Just complete and return the reply card below or call Dynergy at 855-326-0520 by **April 18 - May 9, 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.

For questions, contact Dynergy at DynergyCustomerService@vistracorp.com or call 855-326-0520. Please see the enclosed Terms and Conditions for full program details. For more information see <https://www.dynegy.com/cincinnati>.

Community: City of Cincinnati

☐

I do not wish to take advantage of the favorable rate negotiated through the City of Cincinnati 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 **April 18 - May 9, 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 electric supply prices and provide budget stability for their residents and small businesses.

First, residents must vote to give their city officials the ability to negotiate electric prices for their community. Once a referendum is passed, cities can aggregate and elected officials can work with alternative energy suppliers to negotiate competitive electric prices.

In 2011, Cincinnati voters authorized the City to form an aggregation program.

How can I get more information about the City of Cincinnati Aggregation program?

www.Dynegy.com/Cincinnati

How was Dynegy chosen as the supplier?

The City of Cincinnati implemented a formal process where proposals from multiple suppliers were submitted for consideration. Dynegy was ultimately selected by the City.

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

Residential and small business customers located in the City of Cincinnati may participate. Customers enrolled in PIPP (Percentage of Income Plan) are not eligible. If you are served by an alternative retail supplier you will not be included in the initial program; however, you can call to be enrolled.

How do I enroll?

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

Do I have to participate in the program?

All eligible Duke Energy customers within the City of Cincinnati will receive an opt-out notification letter via U.S. mail. You may "opt-out" by returning the Opt-Out card by the deadline date identified in your notification. If you choose to opt-out, your account remains with Duke Energy 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 City of Cincinnati 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 deadline?

You may opt out at any time by notifying us via telephone, email, or mail. There is no cancellation fee.

RATE AND TERM INFORMATION***What are the Rates & Terms for this 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 Duke Energy's rates decrease?

If at any time during the term of this Agreement Duke Energy's rates fall lower than the Dynegy price, you will have the option to return to the utility, Duke Energy, 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 City of Cincinnati Aggregation program, returning to Duke Energy, or signing with a new supplier independent of the City's 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 Duke Energy. The bill will include the charges for electricity supplied by Dynegy, as well as the delivery service charges from Duke Energy.

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

Yes, how you pay your bill will not change.

Can I stay on budget billing?

Yes, your budget billing will not be affected by your participation in this program.

Who is responsible for the delivery of power to my home or business?

Duke Energy will continue to deliver your electricity and will be responsible for maintaining the system that delivers power into your home. As your energy delivery company, they will continue to respond around-the-clock to outages, service calls and emergencies regardless of your electric supplier.

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

You will continue to call Duke Energy at 800-543-5599 for power outages, problems with your service or questions regarding your monthly bill.

Who do I call if I have questions regarding the City of Cincinnati Electricity Aggregation Program?

Call Dynegy toll free at 855-326-0520. Customer Care Representatives are available Monday – Friday, 8:00 am - 7:00 pm EST. During all other hours please leave a message for a return call. Or you can email 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, Duke Energy–Ohio, remains responsible for the delivery of electricity to the Customer.

2. Residential or Small Commercial Service – Customer acknowledges this Agreement is for electricity for residential or small commercial use only.

3. Price and Initial Term – The price for electricity (Price) will be \$0.0503 per kWh through your May 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 include DESE 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 environmental attributes of electricity generated from a renewable energy resource. The renewable energy or "green" electricity plan include the purchase of Renewable Energy Credits ("RECs") equal to 100% of the net electricity delivered to customers.

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 include DESE 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@vistracorp.com, or by US Mail at DYNEGY, LLC, Attn: Customer Care, PO Box 650764 Dallas, TX 75265-0764. Customer may also visit Dynegy's website at <https://www.dynegy.com/electric-supplier>.

**This foregoing document was electronically filed with the Public Utilities
Commission of Ohio Docketing Information System on**

3/17/2022 1:47:38 PM

in

Case No(s). 12-0671-EL-GAG

Summary: Opt-Out Notice for the City of Cincinnati electronically filed by Mr. David F. Proano on behalf of Dynegy Energy Services (East), LLC