



1216 Lexington Ave., Suite 301  
Mansfield, OH. 44907  
www.trebellc.com

July 12, 2022

Docketing Division  
Public Utilities Commission of Ohio  
180 East Broad St.  
Columbus, Ohio 43215-3793

**RE: Electric Governmental Aggregator Renewal Application — Sugar Creek Township, Wayne County, OH.**

**CASE # 10-0795-EL-GAG**

Sugar Creek Township is pleased to submit its application for electric governmental aggregator. The original application has been notarized and signed by an authorized official.

Material provided for review:

- Application for Governmental Aggregations and Affidavit
- Exhibit A-2 Authorizing Ordinance reflecting voter authorization;
- Exhibit A-3 Plan of Operation and Governance;
- Exhibit A-4 Automatic Aggregation Disclosure;

Should you have any questions or additional needs, please call me at (614) 425.4885.

Sincerely,

Scott R. Belcastro  
Principal  
614.425.4885  
scott@electricsuppliers.org



## Public Utilities Commission

Original GAG Case Number	Version
10- <del>075</del> -EL-GAG	August 2004

10-0795-EL-GAG

### RENEWAL APPLICATION FOR ELECTRIC GOVERNMENTAL AGGREGATORS

Please print or type all required information. Identify all attachments with an exhibit label and title (Example: Exhibit A-4 Opt-Out Form). All attachments should bear the legal name of the Applicant and should be included on the electronic copy provided. Applicants should file completed applications and all related correspondence with: Public Utilities Commission of Ohio, Docketing Division, 180 East Broad Street, Columbus, OH 43215-3793.

This PDF form is designed so that you may input information directly onto the form.  
You may also download the form, by saving it to your local disk, for later use.

#### A. RENEWAL INFORMATION

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

Legal Name Sugar Creek Township, Wayne County, OH  
Address PO Box 213, Dalton, OH 44618  
PUCO Certificate # and Date Certified 10-223E July 11, 2020  
Telephone # (330) 828-2511 Web site address (if any) \_\_\_\_\_

##### A-2 Exhibit A-2 "Authorizing Ordinance" provide a copy of the ordinance or resolution authorizing the formation of a governmental aggregation program adopted pursuant to Section 4928.20(A) of the Revised Code.

##### A-3 Exhibit A-3 "Operation and Governance Plan" provide a copy of the applicant's current plan for operation and governance of its aggregation program adopted pursuant to Section 4928.20(C) of the Revised Code. The Operation and Governance Plan explained in Exhibit A-3 should include:

- Terms and conditions of enrollment including:
  - Rates
  - Charges
  - Switching fees, if any
- Policies associated with customers moving into/out of aggregation area
- Billing procedures
- Procedures for handling complaints and disputes including the toll-free telephone number and address for customer contacts



**A-4 Exhibit A-4 Automatic Aggregation Disclosure-"Opt-out Form"** provide a copy of the disclosures/"opt-out" required by Section 4928.20(D) of the Revised Code, if its aggregation program provides for automatic aggregation in accordance with Section 4928.20(A) of the Revised Code. If the opt-out is in draft form, docket the final opt-out (including beginning and ending dates of the 21-day -out period and the selected CRES supplier) with the Commission within 10 days prior to providing or offering service. See #12 in the attached Affidavit .

**A-5 Contact person for regulatory or emergency matters**

Name Scott Belcastro  
Title Principal  
Business address 1216 Lexington Ave., Suite 301, Mansfield, OH 44907  
Telephone # 614.425.4885 Fax # 614.417.0410  
E-mail address scott@electricsuppliers.org

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

Name Scott Belcastro  
Title Principal  
Business address 1216 Lexington Ave., Suite 301, Mansfield, OH 44907  
Telephone # 614.425.4885 Fax # 614.417.0410  
E-mail address scott@electricsuppliers.org

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

Customer Service address 1216 Lexington Ave., Suite 301, Mansfield, OH 44907  
Toll-free Telephone # 877.861.2772 Fax # 614.417.0410  
E-mail address scott@electricsuppliers.org

Thomas M. Sugg, Trustee  
Signature of Applicant & Title

Sworn and subscribed before me this 12<sup>th</sup> day of July, 2022  
Month Year

Cynthia L Yoder  
Signature of official administering oath

Cynthia L Yoder Notary  
Print Name and Title



Cynthia L Yoder  
Notary Public, State of Ohio My commission expires on 12/13/2023  
My Commission Expires  
December 13, 2023

# **AFFIDAVIT**

State of Ohio :

Sugar Creek Twp<sub>ss.</sub>  
(Town)

County of Wayne :

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

He/She is the Trustee (Office of Affiant) of Sugar Creek Twp (Name of Applicant);

That he/she is authorized to and does make this affidavit for said Applicant,

1. The Applicant herein, attests under penalty of false statement that all statements made in the application for certification renewal are true and complete and that it will amend its application while the application is pending if any substantial changes occur regarding the information provided in the application.
2. The Applicant herein, attests it will timely file an annual report with the Public Utilities Commission of Ohio of its intrastate gross receipts, gross earnings, and sales of kilowatt-hours of electricity pursuant to Division (A) of Section 4905.10, Division (A) of Section 4911.18, and Division (F) of Section 4928.06 of the Revised Code.
3. The Applicant herein, attests that it will timely pay any assessments made pursuant to Sections 4905.10, 4911.18, or Division F of Section 4928.06 of the Revised Code.
4. The Applicant herein, attests that it will comply with all Public Utilities Commission of Ohio rules or orders as adopted pursuant to Chapter 4928 of the Revised Code.
5. The Applicant herein, attests that it will cooperate fully with the Public Utilities Commission of Ohio, and its Staff on any utility matter including the investigation of any consumer complaint regarding any service offered or provided by the Applicant.
6. The Applicant herein, attests that it will fully comply with Section 4928.09 of the Revised Code regarding consent to the jurisdiction of Ohio Courts and the service of process.
7. The Applicant herein, attests that it will comply with all state and/or federal rules and regulations concerning consumer protection, the environment, and advertising/promotions.
8. The Applicant herein, attests that it will use its best efforts to verify that any entity with whom it has a contractual relationship to purchase power is in compliance with all applicable licensing requirements of the Federal Energy Regulatory Commission and the Public Utilities Commission of Ohio.
9. The Applicant herein, attests that it will cooperate fully with the Public Utilities Commission of Ohio, the electric distribution companies, the regional transmission entities, and other electric suppliers in the event of an emergency condition that may jeopardize the safety and reliability of the electric service in accordance with the emergency plans and other procedures as may be determined appropriate by the Commission.
10. If applicable to the service(s) the Applicant will provide, the Applicant herein, attests that it will adhere to the reliability standards of (1) the North American Electric Reliability Council (NERC), (2) the appropriate regional reliability council(s), and (3) the Public Utilities Commission of Ohio. (Only applicable if pertains to the services the Applicant is offering)



11. The Applicant herein, attests that it will inform the Commission of any material change to the information supplied in the renewal application within 30 days of such material change, including any change in contact person for regulatory purposes or contact person for Staff use in investigating customer complaints.
12. The Applicant herein, attests that if the opt-out is in draft form, the Applicant will docket the final opt-out (including beginning and ending dates of the 21-day -out period and the selected CRES supplier) with the Commission within 10 days prior to providing or offering service.

That the facts above set forth are true and correct to the best of his/her knowledge, information, and belief and that he/she expects said Applicant to be able to prove the same at any hearing hereof.

John M. Auger, Trustee  
Signature of Affiant & Title

Sworn and subscribed before me this 12<sup>th</sup> day of July, 2022  
Month Year

Cynthia L Yoder  
Signature of official administering oath

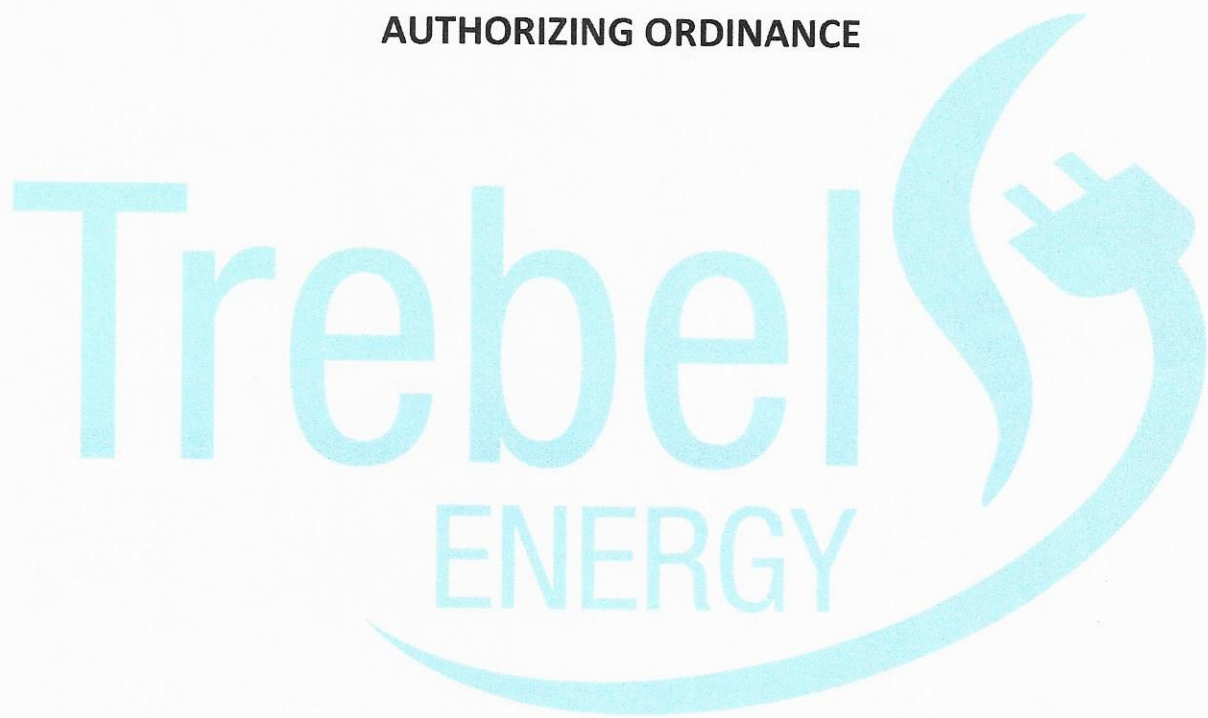
Cynthia L Yoder, Notary  
Print Name and Title



Cynthia L Yoder  
Notary Public, State of Ohio  
My Commission Expires  
December 13, 2023  
My commission expires on 12/13/2023

**EXHIBIT A-2**

**AUTHORIZING ORDINANCE**





Held Township Garage, 7:00 PM Tuesday, February 2, 2010

19

Wyss called the meeting to order. Present Wyss, Limbach, Frantz, Kevin, Rodney, Dave Wengerd and Francis Woodruff.  
 Motion by Frantz, 2nd by Wyss to accept the minutes of the January 5 meeting. Carried.

Motion by Frantz, 2nd by Limbach to pay the following bills: Carried.

Rodney Hofstetter.....	January Labor.....	\$4269.66
Kevin Hofstetter.....	January Labor.....	3566.68
Glen B. Frantz.....	January Trustee.....	639.59
Craig D. Limbach.....	January Trustee.....	744.00
Melvin R. Wyss.....	January Trustee.....	689.59
Jerry W. Berg.....	January Fiscal Officer.....	869.62
Ohio Edison.....	Township Garage Electric.....	100.07
Ohio Edison.....	Lake Harmony Street Lights.....	487.67
American Electric Power.....	Kidron Street Lights.....	450.00
Columbia Gas.....	Township Natural Gas.....	198.58
A T & T.....	Township Telephone.....	46.35
A T & T.....	Township Long Distance.....	10.27
Verizon Wireless.....	Township Cellular Phone.....	120.19
P.E.R.S.....	Employee Share Retirement.....	1419.55
P.E.R.S.....	Township Share Retirement.....	1987.39
First National Bank.....	Employee Federal Tax Deposit.....	732.06
Ohio Department Taxation.....	Employee State Tax Deposit.....	211.44
School District Income Tax.....	Employee Dalton School Tax.....	44.80
Wayne County Commissioners.....	Mel, Glen, Craig, Kevin, Rod Health Insurance.....	5357.65
Jerry W. Berg.....	Health Insurance Reimbursement.....	668.93
City of Orrville.....	103 N Kohler, 133 N Kohler, Fire Calls.....	2375.00
Kidron Electric.....	Tube Heater Service.....	276.85
Tricor.....	Supplies.....	151.07
Dalton Gazette.....	Advertise 2010 Meeting Schedule.....	33.75
Source One.....	Employee Assistance Program.....	105.00
Air Works.....	Nozzle, Hose.....	34.50
Douglas Insurance.....	Rod's Bond.....	50.00
Treasurer of State.....	UAN Oct, Nov, Dec.....	645.00
Boontown Sprayer.....	Washer Hose, Nozzle.....	118.50
Don Smith.....	Blades, Clamp.....	14.64
Horst Welding.....	Steel.....	62.16
Gerber Lumber.....	Supplies.....	9.28
Akron Tractor.....	Parts.....	377.54
3R Sales.....	Swivel, Filter.....	98.75
Santmyer Oil.....	Fuel.....	2105.31
Valley National Cases.....	Supplies.....	10.00
Total.....		\$29081.44

Motion by Frantz, 2nd by Limbach to bid oil in March. Carried.

Motion by Limbach, 2nd by Frantz, to Adopt Resolution 2-2-10, to go on the May Ballot with the Standard Electric Aggregation. Mr. Limbach, yes; Mr. Frantz, yes; Mr. Wyss, yes. Carried.

Motion by Frantz, 2nd by Limbach to adjourn. Carried.

1 Hr meeting. 30 minutes on roads.

*Melvin R. Wyss*  
 President

*Jerry W. Berg*  
 Fiscal Officer

Sugar Creek Township Board of Trustees  
Resolution

Number 6-1-10-1

A RESOLUTION AUTHORIZING THE ADOPTION OF AN ELECTRIC POWER  
AGGREGATION PLAN OF OPERATION AND GOVERNANCE FOR SUGAR  
CREEK TOWNSHIP, WAYNE COUNTY, OHIO

WHEREAS, the electorate of SUGAR CREEK Township has previously  
authorized the Township to determine the best policy for the community's residents  
relating to electric power aggregation; and

WHEREAS, the Board of Trustees of SUGAR CREEK Township has previously  
authorized an agreement with FirstEnergy Solutions to provide a contract for electric  
services and has held two public hearings on the Plan of Operations and Governance;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of SUGAR  
CREEK Township, WAYNE County, Ohio, that:

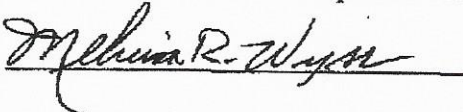
Section 1: The Board of Trustees of SUGAR CREEK Township hereby adopts an  
Electric Power Aggregation Plan of Operation and Governance for the Township of  
SUGAR CREEK pursuant to PUCO regulations.

Section 2: A copy of said Plan is hereby attached and marked as "Exhibit A" and  
is made part of this resolution.

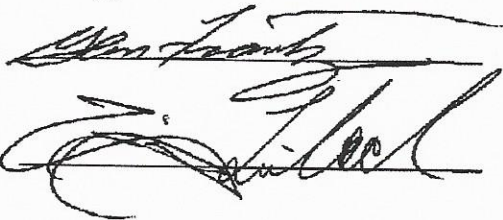
Section 3: This resolution is hereby declared to be an emergency measure  
necessary for the immediate preservation of public peace, health, safety and welfare for  
the reason that immediately adopting the SUGAR CREEK Township Electric Power  
Aggregation Plan of Operation and Governance for the SUGAR CREEK Township  
electric aggregation program will allow consumers to reduce their electric bills at the  
earliest possible time, and provided the resolution receives the affirmative vote of two-  
thirds of the members elected to the Board of Trustees, it shall take effect and be in force  
from and after the earliest time allowed by law.

SUGAR CREEK Township Board of Trustees

Date:



June 1, 2010





## **PUBLIC NOTICES**

### **Electric Aggregation Public Meeting- Sugar Creek Township**

Sugar Creek Township will hold two separate public hearings on the Electric Power Aggregation Plan of Operation and Governance on May 26, 2010 at 2:00 p.m. and 6:00 p.m. at the Village of Dalton Council Chambers, 1 W. Main Street, Dalton.

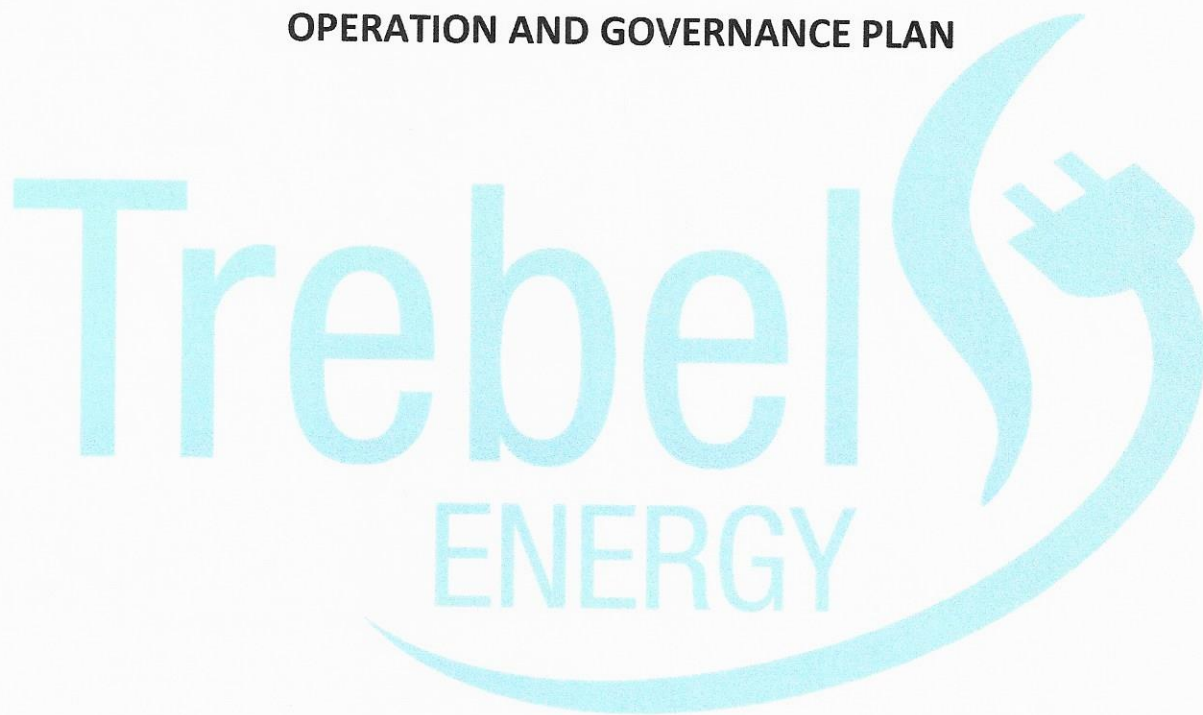
The Sugar Creek Township Electric Power Aggregation Plan of Operation and Governance describes the policies and procedures by which the township will carry out its municipal electric aggregation program. Including these policies to rates and customer service. #37-38

Published in the Kiaron/Dalton  
Gazette

May 19, 2010 & May 26, 2010

**EXHIBIT A-3**

**OPERATION AND GOVERNANCE PLAN**





# **Sugar Creek Township Electric Power Aggregation Plan of Operation and Governance**

## **I. INTRODUCTION**

Amended Substitute Senate Bill 3 ("S.B. 3") opened Ohio's retail electric market as of January 1, 2001. S.B. 3 authorizes customer choice in the selection of suppliers of retail electric generation and declares electric generation service, aggregation service, power marketing, and power brokering as competitive retail electric services. The legislation gave the Public Utilities Commission of Ohio ("PUCO") authority to adopt rules regarding the development of a competitive retail electric market in Ohio and authority to promulgate rules on governmental aggregation.

Large industrial and commercial consumers with sophisticated electric operations use their size and expertise to obtain lower electric power rates. Individual residential and small commercial consumers are typically unable to obtain significant price reductions since they lack the bargaining power, expertise and the economies of scale enjoyed by larger consumers. Aggregation, the combining of multiple electric loads, provides the benefits of retail electric competition for consumers with lower electric demands.

Government aggregation, the combining of multiple electric loads by a municipality, provides the means through which Sugar Creek Township residential consumers may obtain the economic benefits of Ohio's competitive retail electric market. The Sugar Creek Township Aggregation Program combines the electric loads of residential customers to form a buying group ("Aggregation Group"). Sugar Creek Township will act as Purchasing Agent for the Aggregation Group. This means that Sugar Creek Township will be a Governmental Aggregator, as defined by Ohio law and the rules established by the PUCO, and shall act on behalf of Ohio Edison (OE) customers in the Township to obtain the best electric generation rate for consumers who participate in the Aggregation Group.

## **II. PROCESS**

On May 4, 2010, Sugar Creek Township voters approved the development of a form of government electric aggregation known as "opt-out" aggregation. Under the opt-out program, all OE residential and business customers in the Township are automatically included as participants in the program unless they opt-out of the program by providing written notice of their intention not to participate. As required by state law, the Township Trustee's passed an Ordinance, which authorized submitting the selection of opt-out aggregation to the Township's voters.



In addition to obtaining necessary Township Trustee's approval, the Township is also required to comply with various PUCO regulations. The Township will file an application with the PUCO for certification as a Government Aggregator as soon as the Township Trustees approve the Plan, on or about June 1, 2010. As required by the regulations, the Township developed this Aggregation Plan of Operation and Governance ("Plan"). On May 19, 2010 and May 26, 2010, the Township advertised the Public hearing dates to discuss the Plan in the Kidron/Dalton Gazette. As required by the PUCO's regulations, two hearings were conducted on May 26, 2010. The Opt-out notice for the Township's Program will be sent to all eligible electric customers in the Township upon approval of this Plan, setting forth the rates, terms and conditions of the program, and giving 21 days to opt out of the Program.

By vote of Sugar Creek Township Trustee's on March 5, 2010 the Township selected FirstEnergy Solutions, Inc. (FES), a subsidiary of FirstEnergy Corp., as its Retail Electric Generation Provider, to provide the electric power for Sugar Creek Township Aggregation Program at this time. Under this program, Ohio Edison (OE) will still deliver the electricity purchased from the Township's provider, FES, to customers, customers will receive only one bill (from OE), and all metering, repairs and emergency service will continue to be provided by OE.

### **III. DEFINITIONS**

In order to clarify certain terminology, the following terms shall have the meanings set forth below:

"Aggregation Program" means the program developed by Sugar Creek Township, as a Government Aggregator under Section 4928.20 Ohio Revised Code, to provide OE customers in the Township with retail electric generation services.

"Government Aggregator" means the Township and its legislative authority acting as an aggregator for the provision of a competitive retail electric service under the authority conferred under Section 4928.20 of the Ohio Revised Code.

"Member" means a person enrolled in the Sugar Creek Township government Aggregation Group for competitive retail electric services.

"Retail Electric Generation Provider" ("Provider") means an entity certified by the Public Utilities Commission of Ohio ("PUCO") to provide competitive retail electric service(s), and which is chosen by the Township to be the entity responsible to provide the required service related to "Government Aggregation" as defined in Section 4928.20 of the Ohio Revised Code and applicable provisions of the rules of the PUCO.

"Competitive Retail Electric Service" ("CRES") means a component of electric retail service that is deemed competitive pursuant to the Ohio Revised Code or pursuant to an order of the PUCO.



#### IV. OPERATIONAL PLAN:

##### A. Aggregation Services

1. Provider: Sugar Creek Township will use a contractor ("Retail Electric Generation Provider") to perform and manage aggregation services for its Members. The Township has selected FES to be its Provider at this time. The Provider shall provide adequate, accurate, and understandable pricing terms and conditions of service, including any switching fees and the conditions under which a Member may rescind a contract without penalty. The Provider must provide the Township, if requested, an electronic file containing the Members usage, and charges. The Provider must have a local Akron phone number or a toll free number for Members to call.

2. Database: The Retail Electric Generation Provider will build and maintain a database of all Members. The database will include the name, address, Ohio Edison account number, and Retail Electric Generation Provider's account number of the Member, and other pertinent information such as rate code, rider code (if applicable), most recent 12 months of usage and demand, and meter read cycle. This database will be updated at least quarterly. Accordingly, the Retail Electric Generation Provider will develop a process to be implemented that will be able to accommodate at a minimum Members who (i) leave the program due to relocation, opting out, etc. (ii) decide to enter the Program; (iii) relocate within the Township, and (iv) move into the Township and desire to enter the Program. This database shall also be capable of eliminating PIPP customers from the Program, should that be necessary, and those who have opted out. The Retail Electric Generation Provider will use this database to perform bill audits for clerical and mathematical accuracy of Member bills.

3. Member Education: The Retail Electric Generation Provider will develop, with the assistance of the Township, an educational program that generally explains the Aggregation Program to Members, provides updates and disclosures mandated by Ohio law and PUCO rules, and implements a process to deal with allowing any person enrolled in the Aggregation Program the opportunity to opt out of the program at least every three years, without paying a switching fee to the Township or the Provider. See Appendix A for a detailed description of the Education Process.

4. Customer Service: The Retail Electric Generation Provider will develop and administer a customer service process, that at a minimum will be able to accommodate (i) Member inquiries and complaints about billing; and (ii) answer questions regarding the program in general. This process will include at a minimum a description of how telephone inquiries will be handled, either internally or externally, how invoices will be prepared, how remittance of payment will be dealt with, and how collections for delinquent accounts will be addressed. See Appendix B for a detailed description of the Customer Service Plan.

6. Billing: Sugar Creek Township will use the Retail Electric Generation Provider, or it's designated agent, to provide billing services to each Member for the Competitive Retail Electric Services, with no additional administrative fee. At this time, Ohio Edison



will render the billing statement, which should be consistent with all applicable guidelines issued by the PUCO. As this market develops, Sugar Creek Township may, at its option and in consultation with the Provider, change this function to the Retail Electric Generation Provider or a billing agency.

7. **Compliance Process:** The Retail Electric Generation Provider will develop internal controls and processes to ensure that the Township remains in good standing as a Government Aggregator that complies with all laws, rules and regulations surrounding the same, as they may be amended from time to time. It will be the Retail Electric Generation Provider's responsibility to deliver periodic reports that will include at a minimum (i) the number of Members participating in the Program; and (ii) a savings estimate or increase from the previous year's baseline. The Retail Electric Generation Provider will also develop a process to monitor and provide notification of any changes in laws, rules or regulations.

8. **Notification to Ohio Edison:** The Township's OE consumers that do not opt-out of the Township's Aggregation Group will be enrolled automatically in the Aggregation Program. Participants in the Township's Aggregation Group will not be asked to take other affirmative steps in order to be included in the Group. To the extent that OE requires notification of participation, the Township will coordinate with its Provider to provide such notice to OE. The Provider will inform OE of any individuals who may have been permitted to join the Aggregation Group after the expiration of the enrollment period.

**B. Power Supply Agreement**

**The Power Supply Agreement will provide for the Provider to serve the Township's Government Aggregation Group. Under the Agreement, the term for power supply to Members will be for nine years from the beginning of service.**

**C. Sugar Creek Township's Retail Electric Generation Provider - FirstEnergy Solutions, Inc. (FES)**

FES satisfies each of the following requirements:

- Has sufficient sources of power to provide retail firm power to the residents of Sugar Creek Township.
- Is a licensed Federal Power Marketer with the Federal Energy Regulatory Commission.
- Is certified as a CRES by the PUCO.
- Is registered as a generation supplier with OE.
- Has a Service Agreement for Network Integration Transmission Service under FirstEnergy's Open Access Transmission Tariff.
- Has a Service Agreement under FirstEnergy's Market-based Rate Tariff.
- Has the corporate structure to sell retail firm power to the OE customers in the Township.



- Its Electronic Data Interchange computer network is fully functional and capable of handling the OE retail electric customers in Sugar Creek Township.
- Has the marketing ability to reach all OE retail electric customers to educate them on the Township's Aggregation Program.
- Has a call center capable of handling the Township's Aggregation Group customer calls.
- Has a toll-free number as required by the PUCO for customer service and complaints related to the Township's aggregation program.
- Will hold the Township financially harmless from any financial obligations arising from supplying power to the OE retail electric customers in the Township.
- Satisfies the State of Ohio's, FirstEnergy's and the Township's credit requirements.
- Will execute the Power Supply Agreement.
- Will assist the Township in filing the annual reports required by the PUCO and Section 4805.10(A), Section 4911.18(A) and Section 4928.06(F) of the Ohio Revised Code.
- Will assist the Township in developing a Consumer Education Plan.

D. Activation of Service

After a notice is sent out to all electric customers in the Township providing 21 days to opt out of the Program, all customers who do not opt out will be automatically enrolled in the Program. Generation service activation will occur thereafter without consumer action beginning on the customer's normal meter read date within the month when power deliveries begin under the Aggregation Program.

E. Changes, Extension or Renewal of Service

The current Agreement for power supply service with FES will provide service for nine years beginning upon activation of service. If the Agreement is extended or renewed, Members will be notified as required by law and the rules of the PUCO as to any change in rates or service conditions. At least every three years all OE customers in the Township will be given an opportunity to opt into or out of the Program, and reasonable notice will be provided as required by law and PUCO rules. Participants will also be notified of their right to select an alternate generation supplier and of their ability to return to OE's Standard Service Offer.

F. Termination of Service

In the event that the Power Supply Agreement is terminated prior to the end of the term, each individual Member of the Aggregation Group will receive written notification of the termination of the Program at least sixty (60) days prior to termination of service. If the Agreement is not extended or renewed, Members will be notified as required by law and the CRES rules of the PUCO in advance of the end of service. Members will also be notified of their right to select an alternate generation supplier and of their ability to return to OE's Standard Service Offer upon termination.

G. Opt-In Procedures



OE customers will be automatically enrolled in the Program after a 21 day opt out period, unless they return the form to be provided, notifying the Provider that they do not want to participate. OE consumers in the Township may request to join the Aggregation Group after the expiration of the enrollment period by contacting the Provider, who shall determine whether to accept them into the Program, and at what rate, subject to written policies mutually agreed upon by the Township and the Provider. The agreed upon policy shall be consistent with OE's service activation requirements. Aggregation Group participants who move from one location to another within the corporate limits of the Township shall retain their participant status.

H. Opt-out Procedures

OE consumers may opt-out of the Township's Aggregation Group at any time during the opt-out period without additional fees charged by the Provider or the Township. Aggregation Group participants who switch to a different generation supplier after the expiration of the Opt-out period will be allowed to do so in correlation with the consumer's next scheduled meter read date but will be charged a switching fee (\$25 for Residential and \$50 for Small Commercial) to be billed on their final bill from the Provider. Switching to a different generation supplier on the next meter read date, however, will occur when the next meter read date is twelve (12) business days or more from the date of the consumer's notice of intent to opt-out of the Aggregation Group. Notification of intent to opt-out of the Aggregation Group may be made by contacting the Provider by telephone or in writing. Consumers who opt-out of the Aggregation Group will default to OE's Standard Service Offer, until the consumer selects an alternate generation supplier.

I. Rates

**July 2010 – May 2018\*:**

Rate RS – Standard Residential Rate	Rate GS – General Secondary to 399 KWd
2010 – 6% Discount	2010 – 4% Discount
2011 – 6% Discount	2011 – 4% Discount
2012 – 6% Discount	2012 – 4% Discount
2013 – 6% Discount	2013 – 4% Discount
2014 – 6% Discount	2014 – 4% Discount
2015 – 6% Discount	2015 – 4% Discount
2016 – 6% Discount	2016 – 4% Discount
2017 – 6% Discount	2017 – 4% Discount
2018 – 6% Discount	2018 – 4% Discount

National accounts (e.g. McDonald's, BP, Dollar General) as well as eligible commercial accounts with annual usage over 700,000 will be offered the discounts in either plan selected but they must "opt-in" to the program.

\*For the term referenced above, the generation pricing under this Agreement will be calculated as the specified percentage off the generation, generation related and transmission charge (Rider Gen) as set forth in the EDU's applicable tariff. FES reserves the right to terminate service and return members to standard offer service for the period June 2011 – May 2018 if the EDU standard service offer pricing and or tariff structure is modified. As described above, no discount will be given on transmission and ancillary services if they are identified in a separate tariff approved by the PUCO.

J. Universal Service and Low Income Customer Assistance

The Ohio Department of Development (ODOD), under the electric restructuring law, will provide one-stop shopping for low-income assistance programs. There are five low-income assistance programs: 1) Percentage of Income Payment Plan (PIPP); 2) the Home Energy Assistance Program; 3) the Home Weatherization Assistance Program; 4) the Ohio Energy Credit Program; and 5) the Targeted Energy Efficiency and Weatherization Program. Ohio law allows the Director of the Ohio Department of Development to aggregate consumers that participate in PIPP and to competitively auction the generation supply for PIPP customers. Accordingly, PIPP customers may be included in the State's PIPP customer aggregation. To the extent permitted by Ohio law and the PUCO, PIPP customers will be included in the Township's aggregation unless they choose to opt out.

V. MISCELLANEOUS GOVERNANCE GUIDELINES

- A. Township Trustee's shall approve through Resolution or Ordinance the Plan of Operation and Governance for the Aggregation program and any Amendments thereto.
- B. The Township shall contract with only Retail Electric Generation Providers certified by the Public Utilities Commission of Ohio for the provision of Competitive Retail Electric Service to the Aggregation Program Members.
- C. The Township will require any Provider to disclose any subcontractors that it uses in fulfillment of the services described above.
- D. The Township will require the Provider to maintain either a toll free telephone number, or a telephone number that is local to Township residents who are Members.



VI. LIABILITY

THE TOWNSHIP SHALL NOT BE LIABLE TO PARTICIPANTS IN THE AGGREGATION GROUP FOR ANY CLAIMS, HOWEVER STYLED, ARISING OUT OF THE AGGREGATION PROGRAM OR THE PROVISION OF AGGREGATION SERVICES BY THE TOWNSHIP OR THE PROVIDER. PARTICIPANTS IN THE AGGREGATION GROUP SHALL ASSERT ANY SUCH CLAIMS SOLELY AGAINST THE PROVIDER PURSUANT TO THE POWER SUPPLY AGREEMENT, UNDER WHICH SUCH PARTICIPANTS ARE EXPRESS THIRD-PARTY BENEFICIARIES.

VII. INFORMATION AND COMPLAINT NUMBERS

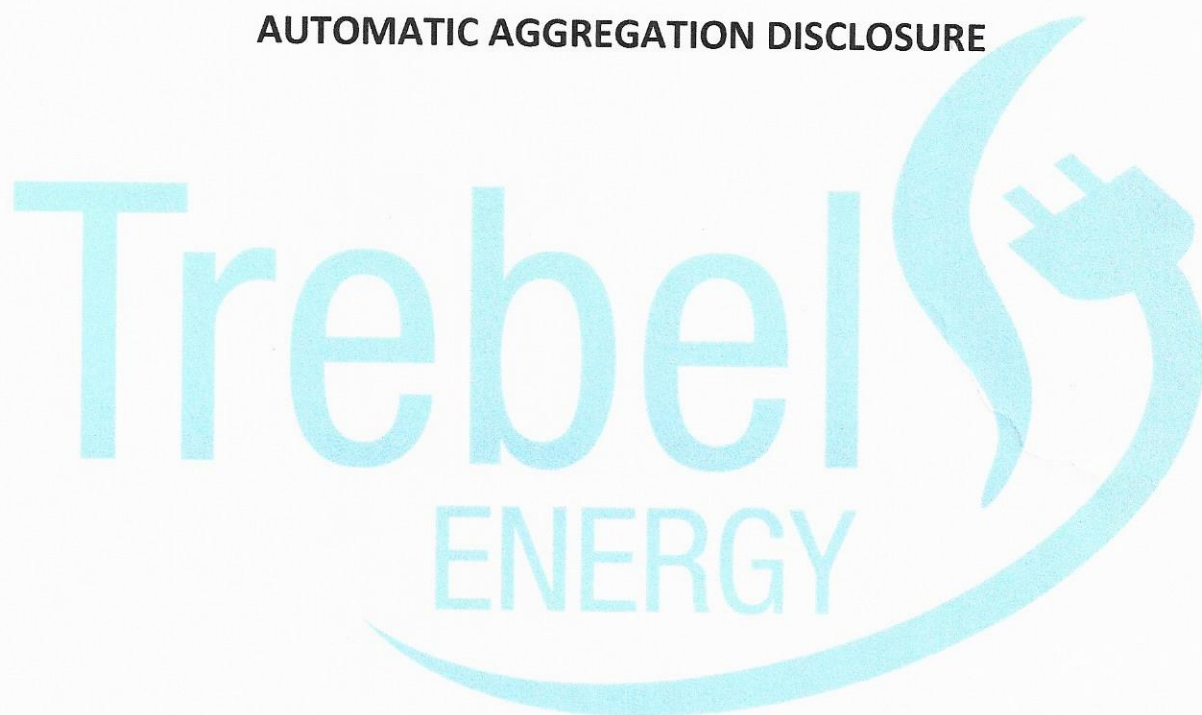
Copies of this Plan are available from Sugar Creek Township free of charge. Call 330-857-7967 for a copy or for more information.

**Any electric customer, including any participant in the Township's Aggregation Program, may contact the Public Utilities Commission of Ohio (PUCO) for information, or to make a complaint against the Program, the Provider or OE. The PUCO may be reached toll free at 1-800-686-7826.**



**EXHIBIT A-4**

**AUTOMATIC AGGREGATION DISCLOSURE**



Sugar Creek Township  
Wayne County



<FULLNAME>  
<MAILING ADDRESS\_1>  
<MAILING ADDRESS\_2>  
<CITY>, <ST> <ZIP+4>

June 21, 2021

Dear Sugar Creek Residents and Businesses,

Sugar Creek Township and Dynegy are excited to offer you an opportunity to participate in an Electric Governmental Aggregation Program.

Under governmental aggregation, the Township Trustees act on behalf of electric consumers in Sugar Creek to negotiate an electric supply contract with an eligible provider. Both Sugar Creek Township and Dynegy are certified by the Public Utilities Commission of Ohio. Township Trustees passed a resolution to adopt the program after Sugar Creek voters approved its implementation on May 2010. The aggregation program for Sugar Creek will begin within one to two billing periods following your inclusion as a participant in the Township program and end with your October 2023 meter reading. As an eligible resident or small business, you will be automatically enrolled in the program unless you choose to opt-out (not participate) by July 12, 2021.

**Program Details:**

- **Fixed Electricity Price** of 4.69¢ per kWh through your October 2023 meter reading.
- **One energy bill** from AEP Ohio, your local utility provider.
- **No Fee** to cancel at any time.
- By receiving this letter, you **do not need to do anything** to be a part of the program.
- AEP Ohio continues to deliver your electricity and maintain the electric lines and respond to emergencies.

**Program Enrollment**

After your enrollment is finalized, AEP Ohio will send you a letter confirming your enrollment. As required by law, this letter will inform you of your ability to rescind your enrollment with no penalty.

**How to Opt-Out**

If you do not wish to participate, you must opt-out no later than **July 12, 2021**. You can do this by completing and returning the reply card below or by calling 888-682-2170.

If you choose to opt out (not participate), you may do so at no charge during this initial enrollment period and you will not be served by Dynegy. If you become part of the aggregation, you may cancel the agreement at any time at no charge by providing notice to Dynegy. 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 your utility, AEP Ohio, under its standard service offer or until you choose an alternative supplier. 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 Dynegy at [DynegyCustomerService@dynegy.com](mailto:DynegyCustomerService@dynegy.com) or call 888-682-2170. Please see the enclosed Terms and Conditions for full details regarding the rate option and other terms of the program.

Regards,  
Sugar Creek & Dynegy

**Community:** Sugar Creek



I do not wish to take advantage of the favorable rate negotiated through the Sugar Creek 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 **July 12, 2021** and mailed to Dynegy, PO Box 650764  
Dallas, TX, 75265-0764

Customer Name \_\_\_\_\_ SDID 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?***

You will need to contact Dynegy if you wish to participate in budget billing for the electricity supplied by Dynegy in the AEP Ohio service territory. Please contact Dynegy at 888-682-2170 if you would like to enroll in budget billing for your energy supply charges or have any additional questions about the program.

***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 4.690 cents per kWh through your October 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. 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.

**5. 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.

**6. 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.

**7. 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.

**8. 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.

**9. 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.

**10. 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 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.

**11. 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,



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

residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio consumers' counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.pickocc.org>.

**12. Limitation of Liability** – Customer agrees that neither 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.

**13. Force Majeure** – If a Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement (the "Claiming Party") and gives notice and details of to the other Party as soon as practicable, then the Claiming Party shall be excused from the performance of its obligations under this Agreement (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). The Claiming Party shall remedy the Force Majeure with all reasonable dispatch. During the period excused by Force Majeure, the non-Claiming Party shall not be required to perform its obligations under this Agreement. "Force Majeure" shall mean an event or circumstance which prevents the Claiming Party from performing its obligations or causes delay in the Claiming Party's performance under this Agreement, which event or circumstance was not anticipated as of the date this Agreement was agreed to, which is not within the reasonable control of, or the result of the negligence of, the Claiming Party, and which, by the exercise of due diligence or use of good utility practice, as defined in the applicable transmission tariff, the Claiming Party is unable to overcome or avoid or cause to be avoided, such as, but not limited to, acts of God; fire; flood; earthquake; war; riots; strikes, walkouts, lockouts and other labor disputes that affect Customer or 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.

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

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>.



Sugar Creek Township  
Wayne County



<FULLNAME>  
<MAILING ADDRESS\_1>  
<MAILING ADDRESS\_2>  
<CITY>, <ST> <ZIP+4>

June 21, 2021

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Regards,  
Sugar Creek & Dynegy

**Community:** Sugar Creek

☐

I do not wish to take advantage of the favorable rate negotiated through the Sugar Creek 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 **July 12, 2021** and mailed to Dynegy, PO Box 650764  
Dallas, TX, 75265-0764

Customer Name \_\_\_\_\_ Customer 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.

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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 [dynegycustomerservice@dynergy.com](mailto:dynegycustomerservice@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 4.690 cents per kWh through your October 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. 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.

**5. 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.

**6. 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.

**7. 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.

**8. 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.

**9. 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.

**10. 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 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.

**11. 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,



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**Residential and Small Commercial Electric Supply Agreement Terms and Conditions**

residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio consumers' counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.pickocc.org>.

**12. Limitation of Liability** – Customer agrees that neither 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.

**13. Force Majeure** – If a Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement (the "Claiming Party") and gives notice and details of to the other Party as soon as practicable, then the Claiming Party shall be excused from the performance of its obligations under this Agreement (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). The Claiming Party shall remedy the Force Majeure with all reasonable dispatch. During the period excused by Force Majeure, the non-Claiming Party shall not be required to perform its obligations under this Agreement. "Force Majeure" shall mean an event or circumstance which prevents the Claiming Party from performing its obligations or causes delay in the Claiming Party's performance under this Agreement, which event or circumstance was not anticipated as of the date this Agreement was agreed to, which is not within the reasonable control of, or the result of the negligence of, the Claiming Party, and which, by the exercise of due diligence or use of good utility practice, as defined in the applicable transmission tariff, the Claiming Party is unable to overcome or avoid or cause to be avoided, such as, but not limited to, acts of God; fire; flood; earthquake; war; riots; strikes, walkouts, lockouts and other labor disputes that affect Customer or 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.

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

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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**Case No(s). 10-0795-EL-GAG**

Summary: Application Electric Governmental Aggregator Renewal Application.  
electronically filed by Mr. Scott R. Belcastro on behalf of Sugar Creek Twp., Wayne  
County, OH