



## Public Utilities Commission

Competitive Retail Electric Service (CRES)  
Governmental Aggregator Application

Case Number: 10 - 2628 -EL-GAG

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

### A. Application Information

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

Provide the name and contact information of the business entity.

Legal Name: City of Huron  
Street Address: 417 Main St.  
City: Huron State: OH Zip: 44839  
Telephone: 419-433-5000 Website: \_\_\_\_\_

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

Name: David Ricketts  
Street Address: 1005 Congress Avenue, Suite 750  
City: Austin State: TX Zip: \_\_\_\_\_  
Telephone: 512-349-6441 Email: David.Ricketts@vistraenergy.com

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

Name: Jim Vermeulen  
Street Address: 6555 Sierra Drive  
City: Irving State: TX Zip: 75039  
Telephone: 972-868-3945 Email: Jim.Vermeulen@vistraenergy.com

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

Street Address: 6555 Sierra Drive  
City: Irving State: TX Zip: 75039  
Toll-free  
Telephone: 877-331-3045 Email: DynegyCustomerService@dynegy.com

## B. Managerial Capability

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

### B-1. Authorizing Ordinance.

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

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

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

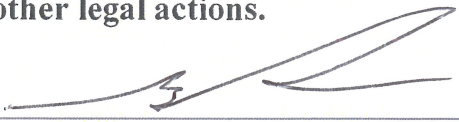
### B-3. Opt-out disclosure notice.

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

### B-4. Experience and plans.

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

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

  
\_\_\_\_\_  
Signature

4/26/2022  
\_\_\_\_\_  
Date

CITY MANAGER  
\_\_\_\_\_  
Title

## Competitive Retail Electric Service Affidavit

County of ERIE :

State of OHIO :

MATT LASKO, Affiant, being duly sworn/affirmed, hereby states that:

1. The information provided within the certification or certification renewal application and supporting information is complete, true, and accurate to the best knowledge of affiant, and that it will amend its application while it is pending if any substantial changes occur regarding the information provided.
2. The applicant will timely file an annual report of its intrastate gross receipts, gross earnings, and sales of kilowatt-hours of electricity pursuant to Sections [4905.10\(A\)](#), [4911.18\(A\)](#), and [4928.06\(F\)](#), Ohio Revised Code.
3. The applicant will timely pay any assessment made pursuant to Sections [4905.10](#), [4911.18](#), and [4928.06\(F\)](#), Ohio Revised Code.
4. The applicant will comply with all applicable rules and orders adopted by the Public Utilities Commission of Ohio pursuant to [Title 49](#), Ohio Revised Code.
5. The applicant will cooperate fully with the Public Utilities Commission of Ohio, and its Staff on any utility matter including the investigation of any consumer complaint regarding any service offered or provided by the applicant.
6. The applicant will fully comply with Section [4928.09](#), Ohio Revised Code regarding consent to the jurisdiction of Ohio Courts and the service of process.
7. The applicant will comply with all state and/or federal rules and regulations concerning consumer protection, the environment, and advertising/promotions.
8. The applicant will use its best efforts to verify that any entity with whom it has a contractual relationship to purchase power is in compliance with all applicable licensing requirements of the Federal Energy Regulatory Commission and the Public Utilities Commission of Ohio.
9. The applicant will cooperate fully with the Public Utilities Commission of Ohio, the electric distribution companies, the regional transmission entities, and other electric suppliers in the event of an emergency condition that may jeopardize the safety and reliability of the electric service in accordance with the emergency plans and other procedures as may be determined appropriate by the Commission.
10. If applicable to the service(s) the applicant will provide, it will adhere to the reliability standards of (1) the North American Electric Reliability Council (NERC), (2) the appropriate regional reliability council(s), and (3) the Public Utilities Commission of Ohio.
11. The Applicant will inform the Public Utilities Commission of Ohio of any material change to the information supplied in the application within 30 days of such material change, including any change in contact person for regulatory purposes or contact person for Staff use in investigating consumer complaints.

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

13. Affiant further sayeth naught.



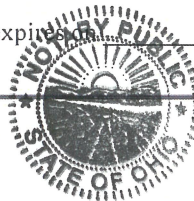
Signature of Affiant & Title

Sworn and subscribed before me this 26<sup>th</sup> day of April, 2022  
Month Year

  
Signature of official administering oath

Terri S. Welkener, Notary Public  
Print Name and Title

My commission expires



TERRI S. WELKENER

Notary Public, State of Ohio

My commission expires July 30, 2024



Public Utilities  
Commission

# Application Attachments

# Exhibit B-1: Authorizing Ordinance

## **ORDINANCE NO. 2001 - 5**

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

WHEREAS, the Ohio Legislature has enacted electric deregulation legislation ("Am. Sub. S.B. No. 3") which authorizes the legislative authorities of municipal corporations, townships and counties to aggregate the retail electrical loads located in the respective jurisdictions and to enter into service agreements to facilitate for those loads the purchase and sale of electricity;

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

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

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

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF HURON, COUNTY OF ERIE AND STATE OF OHIO, THAT:**

**SECTION 1:** This Council finds and determines that it is in the best interest of the City, its residents, businesses and other electric consumers located within the corporate limits of the City to establish the Aggregation Program in the City. Provided that this Ordinance and the Aggregation Program is approved by the electors of the City pursuant to Section 2 of this Ordinance, the City is hereby authorized to aggregate in accordance with Section 4928.20, Ohio Revised Code, the retail electrical loads located within the City, and, for that purpose, to enter into service agreements to

facilitate for those loads the sale and purchase of electricity. The City may exercise such authority jointly with any other municipal corporation, township or county or other political subdivision of the State of Ohio to the full extent permitted by law. The aggregation will occur automatically for each person owning, occupying, controlling, or using an electric load center proposed to be aggregated and will provide for the opt-out rights described in Section 3 of this Ordinance.

**SECTION 2:** The Board of Elections of Erie County is hereby directed to submit the following question to the electors of the City at the general election on May 8<sup>th</sup>, 2001.

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


The Clerk of this Council is instructed immediately to file a certified copy of this Ordinance and the proposed form of the ballot question with the County Board of Elections not less than seventy-five (75) days prior to May 8<sup>th</sup>, 2001. The Aggregation Program shall not take effect unless approved by a majority of the electors voting upon this Ordinance and the Aggregation Program provided for herein at the election held pursuant to this Section 2 and Section 4928.20, Ohio Revised Code.

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

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

**SECTION 5:** This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the City, and for the further reason that this Ordinance is required to be immediately effective in order to file a certified copy of this Ordinance and the proposed form of the ballot question with the Board of Elections of Erie County not later than seventy-five (75) days prior to the May 8<sup>th</sup>, 2001 election, as provided herein; WHEREFORE, this Ordinance shall be in full force and effect immediately upon its adoption and approval by the Mayor.

  
Vide Mayor

ATTEST:   
Clerk of Council

ADOPTED: FEB 12 2001, 2001

# Exhibit B-2: Operation and Governance Plan

**FINAL PLAN OF OPERATIONS AND GOVERNANCE FOR MUNICIPAL ELECTRIC AGGREGATION**

# **City of Huron, Ohio Municipal Electric Aggregation Program**

**Plan of Operation and Governance**

**Adopted May 29, 2001**

## FINAL PLAN OF OPERATIONS AND GOVERNANCE FOR MUNICIPAL ELECTRIC AGGREGATION

### Overview

At the May 8, 2001 primary election, local residents authorized the City of Huron ("the City") to create a municipal opt-out electric aggregation program ("the Aggregation Program") as provided under Section 4928.20 of the Ohio Revised Code. Under the opt-out electric aggregation program, all eligible electric consumers within the City's corporation limits will be automatically included in the Aggregation Program initially. However, all consumers will also be given the opportunity to "opt out" of or decline participation in the Aggregation Program as detailed herein.

The City's purpose in creating the Aggregation Program is to represent local consumer interests in emerging competitive electricity markets by aggregating electric loads within the City's corporation limits (including municipal facilities) and negotiating an affordable, reliable electric supply and other related services on behalf of local consumers. The City may pursue this purpose individually or in cooperation with other entities.

Many small commercial and residential electric consumers lack the knowledge and leverage to effectively negotiate power supply rates and services. The Aggregation Program provides them with an option for professional representation and the bargaining power of a larger, more diverse consumer group that may be more attractive to suppliers, allowing them to effectively participate in the competitive process and achieve benefits.

The Aggregation Program is designed to reduce the amount a consumer pays for electric energy, and to gain other favorable economic and non-economic terms in service contracts. The City will not buy and resell power, but will represent collective consumer interests to set terms and conditions for service. Through a negotiation process, the City will develop one or more contracts with a Competitive Retail Electric Services Provider (CRES Provider) or Providers for firm, all-requirements electric service. The contracts will run for a fixed term (i.e., one to five years). Once a contract has been finalized, it will be submitted to the Huron City Council for approval.

Initially, each eligible consumer within the City's corporation limits will be automatically included in the Aggregation Program. However, prior to actual enrollment, each consumer for whom electric rates, terms and conditions have been negotiated will receive a notice detailing the rates, terms and conditions that will apply to that consumer. The City will continue to seek out supply arrangements that permit affordable, reliable electric supply and other services on behalf of consumers in the Aggregation Program who cannot be served under a contract that has been negotiated with a CRES Provider.

Each consumer who is given notice as described above will have a 21-day period to "opt out" of or decline to participate in the Aggregation Program without charge. Consumers opting out of the program will remain on FirstEnergy's Standard Offer Generation Service until such time as they select an approved CRES Provider. A similar opt-out period will be offered every two years during which time consumers can leave the Aggregation Program without paying an early termination fee.

## **FINAL PLAN OF OPERATIONS AND GOVERNANCE FOR MUNICIPAL ELECTRIC AGGREGATION**

Participants who leave the Aggregation Program and wish to return, as well as consumers who move into the City after the initial opt-out period will be afforded the opportunity to enroll in the Aggregation Program. However, the City cannot guarantee rates, terms and conditions to consumers enrolling in the Aggregation Program after the initial 21-day opt-out period.

Participants who relocate within the City limits and retain the same FirstEnergy account number will be allowed to continue in the Aggregation Program at their new location under the same terms and conditions as at their former location, provided the FirstEnergy rate classification is the same at both locations, and subject to any switching fees imposed by FirstEnergy.

The City will contract with a CRES Provider to implement and operate the Aggregation Program. Contracts for power supply and other related services will be negotiated, recommended, and monitored for compliance by the City on behalf of local consumers.

The Aggregation Program covers the power supply or generation portion only of a participant's electric bill. FirstEnergy will continue to deliver electricity to Aggregation Program participants' homes and businesses through their electric transmission and distribution system as a monopoly function regulated by the Public Utilities Commission of Ohio (PUCO). FirstEnergy will also continue to install, operate and maintain their systems of poles, wires, transformers and other electric distribution components. Aggregation Program participants should continue to call FirstEnergy if their power goes out or if they have billing questions. The PUCO will continue to oversee FirstEnergy's electric safety and reliability service standards.

The City developed this Plan of Operation and Governance in compliance with Ohio law regarding municipal opt-in aggregation of electric consumers, including at least two public hearings prior to its adoption.

### **Plan of Operation and Governance**

The Huron City Council shall approve through resolution or ordinance the Aggregation Program's Plan of Operation and Governance in accordance with Ohio Revised Code Section 4928.20. Amendments to the Plan of Operation and Governance may be subject to Huron City Council approval and filing with the PUCO.

After adoption of the Plan of Operation and Governance, the City will file with the PUCO for governmental aggregator certification.

### **Aggregation Program Management**

Oversight of the Aggregation Program will be the responsibility of the City Manager or City Manager designee, who shall report to Huron City Council. The City Manager or City Manager designee will have the authority to develop specifications for the Aggregation Program, to appoint an Aggregation Program Manager, and to select, hire and manage the CRES Provider.

## FINAL PLAN OF OPERATIONS AND GOVERNANCE FOR MUNICIPAL ELECTRIC AGGREGATION

The CRES Provider and the Aggregation Program Manager will work under the direction of the City Manager or City Manager designee with the advice and counsel of the City Law Director.

Due to the complexity of the electric utility industry and the uncertainties of its associated restructuring activities, the City Manager or City Manager designee may contract with a consultant or consultants to provide the necessary expertise to represent the City's interest in legislative and regulatory matters and/or to serve as the Aggregation Program Manager. Such services may include, but are not limited to, facilitating consumer enrollment and opt-out, assisting with consumer education, addressing consumer questions and concerns, providing reports on program operation, enrollment and savings, negotiating future CRES Provider contracts, and representing the City in dealings with CRES Providers, FirstEnergy, the Ohio Legislature, the PUCO and the OCC.

The CRES Provider's rates may include an administrative fee, which shall (if implemented) be collected on behalf of the City to fund the implementation and administration of the City's Aggregation Program. The administrative fee will be adjusted annually to cover the City's cost of administering the program. The fee will be reviewed annually to ensure that the amounts collected do not exceed the cost of administering the aggregation program.

### Selection of a CRES Provider

The City will not buy and resell power to Aggregation Program participants. The City will negotiate with potential CRES Providers to provide affordable, reliable electric supplies and other electric related services on behalf of local consumers. The City will consider cooperating with other governmental aggregators if it appears beneficial to do so.

Through a negotiation process, the City will develop a contract or contracts with a CRES Provider or Providers for firm, all-requirements service. The City will contract only with a CRES Provider or Providers that meet at a minimum the following criteria:

1. Certified CRES Provider by the PUCO
2. Registered with FirstEnergy
3. Have a Service Agreement for Network Integration Transmission Service under FirstEnergy's or ATSP's Open Access Transmission Tariff, as appropriate, and/or have a Service Agreement under FirstEnergy's Market-based Rate Tariff
4. Successfully completed Electronic Data Interchange (EDI) computer system testing with FirstEnergy
5. CRES Provider's EDI computer system shall be capable of effectively processing Aggregation Program EDI transactions in a timely manner
6. Meet standards of creditworthiness established by the City, FirstEnergy and the PUCO
7. Have a toll-free customer call center and Internet web site capable of effectively handling participants' questions, concerns and disputes in a timely manner
8. Hold the City harmless from any financial obligations arising from offering electricity and/or energy-related services to Aggregation Program participants

## **FINAL PLAN OF OPERATIONS AND GOVERNANCE FOR MUNICIPAL ELECTRIC AGGREGATION**

The CRES Provider's contract will run for a fixed term (i.e., one to five years) and contain all pricing, charges, switching and early termination fees etc. in clear and easily understood terms.

The City will require any CRES Provider to disclose any subcontractors that it uses in fulfillment of the services described herein.

The Huron City Council will approve through resolution or ordinance the contracts entered into by the City with the CRES Provider.

### **Electric Supply Charges**

The City will aggregate electric loads within the City's corporation limits (including municipal facilities) and negotiate mutually agreeable price terms with CRES Providers for affordable, reliable electric supplies and other related services on behalf of local consumers. The City may pursue this purpose individually or in cooperation with other entities. CRES Providers will supply information on electric supply charges by FirstEnergy customer rate classification or other appropriate pricing category as approved by the City. All electric supply charges will be fully and prominently disclosed in consumer enrollment materials and will be subject to approval by the Huron City Council.

### **Other Costs**

Governmental aggregation program participants served by FirstEnergy are assessed a one time, \$5 switching fee by FirstEnergy. This fee will be paid by the CRES Provider or by Aggregation Program participants. The City will not be responsible for paying FirstEnergy's switching fee.

### **Regulated Customer Classifications and Rates**

FirstEnergy assigns customer rate classifications, character of service and associated regulated rates subject to PUCO approved tariffs. In addition to the CRES Provider's generation charges, consumers will continue to be billed for FirstEnergy's service and delivery charges. Although the City may participate in regulatory proceedings and represent the interests of consumers regarding these regulated rates, it cannot assign or alter customer rate classifications.

It is the intention of the city to offer its aggregation program to eligible customers in any and all customer classifications, and in all rate categories, for which the CRES Provider can offer a savings compared to FirstEnergy generation cost.

## FINAL PLAN OF OPERATIONS AND GOVERNANCE FOR MUNICIPAL ELECTRIC AGGREGATION

### Developing the Pool of Eligible Accounts

The City shall request FirstEnergy to provide current customer information for all customers within the municipal boundaries. The provided information shall include:

- Customer name;
- Customer service address;
- Customer billing address;
- FirstEnergy customer account number;
- FirstEnergy rate code;
- FirstEnergy PIPP code;
- Customer load data;
- Whether or not a customer has a present contract with a CRES Provider;
- Whether or not a customer has a special service contract with FirstEnergy.

From this information, the City and the CRES Provider will develop the pool of customers eligible to participate in the aggregation program, for which the CRES Provider can offer savings.

### Initial Consumer Notification and Enrollment

After contract approval by the Huron City Council, a CRES Provider will work with the City and FirstEnergy to identify all eligible consumers within the City's corporation limits.

Prior to actual enrollment of an eligible consumer for whom electric rates, terms and conditions have been negotiated, each such consumer will be notified in writing of the rates, charges and other terms and conditions that will apply to that consumer as part of the consumer's participation in the Aggregation Program and that they will be automatically enrolled in the Aggregation Program unless they opt out of or decline participation in the program. Consumers will be given a 21-day period in which to notify the City that they wish to opt out of or decline participation in the Aggregation Program. Consumers opting out of the program will remain on FirstEnergy's Standard Offer Generation Service, until such time as they select an approved CRES Provider.

Consumers may use one or more of the following methods to opt out of the program:

- 1) Returning a post card or other form provided in the opt-out letter
- 2) Telephone
- 3) Internet

## FINAL PLAN OF OPERATIONS AND GOVERNANCE FOR MUNICIPAL ELECTRIC AGGREGATION

After the initial 21-day opt out period has elapsed, all eligible consumers who have not notified the City of their desire to opt out of the Aggregation Program will be enrolled by the CRES Provider at the earliest date practicable.

FirstEnergy consumers ineligible to participate include those customer accounts that are located outside the City's municipal boundaries, customers who are in contract with a CRES provider, customers in a "special rate" contract with FirstEnergy, Percentage of Income Payment Plan (PIPP) consumers and consumers whose accounts are not current with FirstEnergy. (The aggregation of PIPP customers is under the direction of the State of Ohio.)

Consumers enrolled in the Aggregation Program by the CRES Provider may receive notification from FirstEnergy of their enrollment. If such a notification is provided, the consumer will have an opportunity to notify FirstEnergy of any objection to their enrollment in the Aggregation Program. In such a case, FirstEnergy will notify the CRES Provider of consumer objections or any reason that a consumer was not enrolled in the Aggregation Program and CRES Provider will maintain a list of customers who have opted out under the program rules. The CRES Provider will report to the City the status of Aggregation Program enrollment on at least a monthly basis.

### Leaving the Aggregation Program

Participants who wish to leave the Aggregation Program may do so:

- During the initial 21-day opt-out period
- During subsequent opt-out periods offered by the City at least every two years
- At any other time; however an early termination or switching fee may be assessed

In addition to the initial 21-day opt-out period described above, each participant will be given an opportunity to opt out of the Aggregation Program every two years without paying an early termination or switching fee. Consumers who choose to opt out of the Aggregation Program at any time other than during the initial 21-day opt-out period or during subsequent opt-out periods offered by the City may be subject to an early termination or switching fee.

Any consumer who opts out of the Aggregation Program will remain on FirstEnergy's Standard Offer Generation Service until such time as the consumer selects another approved CRES Provider. If a customer switches back to FirstEnergy's Standard Offer Generation Service, they may not be served at the same rates and conditions as other customers who are not participating in the aggregation program.

## FINAL PLAN OF OPERATIONS AND GOVERNANCE FOR MUNICIPAL ELECTRIC AGGREGATION

### **CRES Provider Responsibilities**

The CRES Provider will develop and maintain a database of all Aggregation Program participants. The database will include the name, address, FirstEnergy account number and may include other pertinent information as agreed upon by the City and the CRES Provider. Such information may include the CRES Provider's account number (if different from the FirstEnergy account number), rate code, rider code (if applicable), most recent 12 months of kWh consumption and kW demand, and meter reading cycle. The Aggregation Program database will be updated at least quarterly. The City will have the right to access information in the database for purposes of auditing.

The City deems any and all information related to an eligible customer to be confidential and proprietary trade secret information. The CRES Provider shall keep all eligible customer information provided to it by the City or FirstEnergy in supplying eligible customers within the City's corporation limit confidential and shall not disclose such information to any third party, unless such disclosure is required to serve any eligible customer, the third party agrees to keep such eligible customer information confidential, and the City consents to the disclosure of such information to the third party.

The CRES Provider will provide and maintain the required Electronic Data Interchange (EDI) computer system(s) to effectively process Aggregation Program enrollments, opt-outs, billing, etc, with FirstEnergy.

The CRES Provider will provide a local or toll free telephone number and Internet web site for participant questions and concerns about enrollment, opt-out provisions, billing and other Aggregation Program issues.

The CRES Provider will develop internal controls and processes to help ensure that the City remains in good standing as a governmental aggregator that complies with all laws, rules and regulations regarding the same as they may be periodically amended. The CRES Provider will provide the City with the necessary data to assist the City in the filing of reports, if any, required by the PUCO, OCC or other regulatory agency.

### **New and Returning Participants**

Participants who leave the Aggregation Program and wish to return, participants who initially opt out of the program and later wish to join as well as consumers who move into the City after the initial opt-out period will be afforded the opportunity to enroll in the Aggregation Program. However, the City cannot guarantee rates, terms and conditions to consumers enrolling in the Aggregation Program after the initial 21-day opt-out period. Consumers may contact the City or the Aggregation Program Manager to obtain current enrollment information.

Participants who relocate within the City limits will be allowed to continue in the Aggregation Program at their new location under the same terms and conditions as at their former location.

## FINAL PLAN OF OPERATIONS AND GOVERNANCE FOR MUNICIPAL ELECTRIC AGGREGATION

provided the FirstEnergy rate classification is the same at both locations, and subject to any switching fees imposed by FirstEnergy.

The CRES Provider will comply with all local, state and federal rules and regulations regarding discontinuing service to Aggregation Program participants.

### Billing

The City plans to utilize FirstEnergy's consolidated billing service in which each consumer account receives one bill itemizing the CRES Provider's electric supply charges and FirstEnergy's delivery, transition and other PUCO-approved charges. The billing statement will be consistent with applicable PUCO rules and regulations. The City will consider other billing options, including CRES Provider consolidated billing, if and when they become available and if it appears advantageous to do so.

### Questions and Concerns

The Aggregation Program only impacts the source of generation or power supply. FirstEnergy will continue to deliver the electricity purchased through the Aggregation Program to participants' homes and businesses through its electric transmission and distribution system. Participants with questions or concerns regarding service delivery or safety, such as a power outage, a downed power line, sparking power lines or equipment, low voltage, etc. should continue to contact FirstEnergy at 888 544-4877. Meter reading or other billing questions should also be directed to FirstEnergy at 800-447-3333. Questions regarding Aggregation Program enrollment, opting out and operation should be directed to the Office of the Huron City Manager.

Question or Concern	Contact	Phone Number
Power outage or interruption	FirstEnergy	888 544-4877
Turn power on or off	FirstEnergy	800-447-3333
Meter reading/billing	FirstEnergy	800-447-3333
To enroll in or opt-out of the Residential Program	CRES Provider (Green Mountain Energy Co) Hours: M-F: 8:00 AM - 8:00 PM Sat: 9:00 AM - 1:00 PM	877 700-7794
To enroll in or opt-out of the Commercial Program	CRES Provider (First Energy Solutions) Hours: M-F: 7:00 AM - 7:00 PM	888 254-6359
Aggregation Program Questions or concerns	Office of Huron City Manager	419 433-5000
Unresolved disputes (residential customers)	Ohio Consumer's Counsel	877-742-5622 (toll free) occ@occc.state.oh.us

## FINAL PLAN OF OPERATIONS AND GOVERNANCE FOR MUNICIPAL ELECTRIC AGGREGATION

### Reliability and Indemnification of Consumers

Electric service reliability is essential to Aggregation Program participants. The City will strive to provide high-quality service and reliability through provisions of the CRES Provider contract, through traditional proceedings related to FirstEnergy's regulated transmission and distribution services; and through direct discussions with FirstEnergy concerning specific or general problems related to quality and reliability of its transmission and distribution system.

If for any reason a CRES Provider fails to provide uninterrupted service, the City will attempt to acquire an alternative power supply. In the event the City is unable to secure an alternative power supply, participants will return to FirstEnergy's Standard Offer Generation Service. In no case will participants be without power as the result of the CRES Provider's failure to provide uninterrupted service. The City will seek to minimize this risk by contracting only with reputable CRES Providers that demonstrate reliable service. The City also intends to include conditions in its CRES Provider contract that will indemnify participants against risks or problems with power supply service and price.

### Participant Rights

All Aggregation Program participants shall enjoy the protections of law afforded to consumers as they currently exist or as they may be amended from time to time. These include rights to question billings or service quality or service practices. All program participants shall also enjoy the individual right to decline participation in the Aggregation Program subject to the terms and conditions contained herein.

All Aggregation Program participants will be treated equitably. They will be guaranteed the right to raise and resolve disputes with the CRES Provider, be provided all required notices and information; and always retain the right to opt out of the Aggregation Program or switch suppliers subject to the terms and conditions contained herein.

All consumers within the City's corporation limits shall be eligible to participate in the Aggregation Program on a non-discriminatory basis subject to the terms and conditions described herein, Ohio law, PUCO rules and regulation governing electric service, and FirstEnergy's approved tariffs.

Service under the Aggregation Program shall include all eligible customer classes in adherence with universal service principles and requirements, and the traditional non-discriminatory practices of local government. CRES Provider contracts shall contain provisions to maintain these principles and equitable treatment of all customer classes.

Low-income consumers shall remain subject to all provisions of Ohio law and PUCO rules and regulations as they may be amended from time to time regarding their rights to return to FirstEnergy's Standard Offer Generation Service and participation in the Aggregation Program.

## FINAL PLAN OF OPERATIONS AND GOVERNANCE FOR MUNICIPAL ELECTRIC AGGREGATION

### **Participant Responsibilities**

Aggregation Program participants are subject to the same standards and responsibilities as other electric consumers, including payment of billings and providing access to metering and other equipment necessary to carry out utility operations.

### **Termination of the Aggregation Program**

The Aggregation Program may be discontinued upon the termination or expiration of the CRES Provider contract without any extension, renewal or subsequent contract being executed. In the event of Aggregation Program termination, each participant will receive notification at least 60 days prior to such program termination and can return to FirstEnergy's Standard Generation Offer Service or select another approved CRES Provider.

### **Definitions**

#### ***Aggregation***

Combining the electric loads of multiple customers for the purposes of supplying or arranging for the supply of competitive retail electric service to those customers.

#### ***Aggregation Program Manager***

The person or entity designated by the City Manager or City Manager designee to oversee the operation and management of the City of Huron's Municipal Electric Aggregation Program.

#### ***Competitive Retail Electric Service (CRES)***

A component of retail electric service that is deemed competitive under the Ohio Revised Code or pursuant to an order of the PUCO. This includes but is not limited to the services provided by competitive retail electric service providers, power marketers, aggregators and governmental aggregators.

#### ***Competitive Retail Electric Service Provider (CRES Provider)***

A person or entity certified by the PUCO and registered with FirstEnergy who supplies or offers to supply a competitive retail electric service over FirstEnergy's electric transmission and/or distribution system. This term does not apply to FirstEnergy in their provision of standard offer generation service.

## FINAL PLAN OF OPERATIONS AND GOVERNANCE FOR MUNICIPAL ELECTRIC AGGREGATION

### *Consumer*

Any person or entity that is an end user of electricity and is connected to any part of FirstEnergy's electric transmission or distribution systems within the City of Huron's corporation limits.

### *Delivery Charge*

Charge imposed by FirstEnergy for delivering electricity to a consumer's home or business. The charge includes meter reading, billing, transition costs, maintaining electric system reliability and responding during emergencies and outages (also called the distribution charge).

### *Distribution*

The delivery of electricity to a consumer's home or business over FirstEnergy's local poles, wires, transformers, substations, and other equipment. FirstEnergy's distribution systems operations will remain regulated by the PUCO.

### *Electric Related Service*

A service that is directly related to the consumption of electricity at a consumer's home or business. This may include, but is not limited to, the installation of demand side management measures at a consumer's premises, the maintenance, repair or replacement of appliances, lighting, motors or other energy-consuming devices at a consumer's premises, and the provision of energy consumption measurement and billing services.

### *Electric Supply Charge*

All charges related to the generation of electricity by the CRES Provider.

### *Governmental Aggregator*

An incorporated village or city, township or county acting as an aggregator for the provision of a CRES under authority conferred under Section 4928.20 of the Ohio Revised Code.

### *Kilowatt (kW)*

A kilowatt equals 1,000 watts

## FINAL PLAN OF OPERATIONS AND GOVERNANCE FOR MUNICIPAL ELECTRIC AGGREGATION

### *Kilowatt-hour (kWh)*

A kilowatt-hour is 1,000 watts of electricity used for one hour. For example, a 1,000-watt appliance operating for one hour or a 100-watt light bulb operating for ten hours will consume one kilowatt-hour of electricity. Consumers are charged for electricity in cents per kilowatt-hour.

### *Ohio Consumers' Counsel (OCC)*

The Ohio Consumers' Counsel (OCC) was established by the Ohio Legislature in 1976 to represent the interests of Ohio's residential customers served by investor-owned utilities in proceedings before the PUCO, other regulatory agencies and in the courts. The OCC also educates consumers about utility issues and resolves complaints individuals have with investor-owned utility companies.

### *Participant*

A consumer enrolled in the City of Huron's Municipal Electric Aggregation Program.

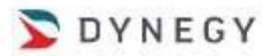
### *Public Utilities Commission of Ohio (PUCO)*

The state agency charged with assuring all consumers (residential commercial and industrial) served by investor-owned utilities have access to adequate, safe, and reliable utility services at fair prices. The PUCO regulates a wide variety of investor-owned utilities, including electric, natural gas, pipeline, heating/cooling, local telephone, long distance telephone, waterworks, wastewater, railroad, household goods carriers, water transportation, hazardous materials carriers, and commercial transportation carriers.

### *Standard Offer Generation Service*

The electric generation service a consumer will receive from FirstEnergy (the default electric service provider) if the customer does not choose a CRES Provider.

# Exhibit B-3: Opt-out Disclosure Notice



<FULLNAME>  
<DELIVERY ADDRESS>  
<CITY>, <ST> <ZIP+4>

Welcome to the  
City of Huron  
Electric Aggregation Program

Hi <Contact\_First\_NM>,

<<Post Mark Date>>

We are pleased to let you know that your community of the City of Huron has chosen Dynegy to be the preferred electricity supplier for you and your neighbors through its Electric Aggregation Program. In May 2001, your community gave the City Council the authority to negotiate the most favorable electricity supply rate and terms for you. We are very proud to have been chosen to serve you!

**Here's What You Can Expect**

- The program is simple! You're automatically enrolled and there's no enrollment, switching or early termination fee.
- You'll receive a guaranteed, fixed rate of 4.79¢ per kWh through your October 2022 meter read.
- Nothing will change! Continue to receive one monthly bill from your local utility, Ohio Edison. You'll notice that Dynegy will now show as a line item for the supply portion on your bill.
- Ohio Edison will send you a confirmation letter after your enrollment is finalized.

**Secure Rate**

**+**

**Satisfaction  
Guaranteed**

**+**

**Trusted by  
Millions**

**Don't want to participate?**

Just complete and return the reply card below or call Dynegy at 888-682-2170 by September 13, 2019. 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 Ohio Edison under its standard service offer or until you choose an alternative supplier of electric service. If you switch back to your utility, you may not be served under the same rates, terms, and conditions that apply to other customers served by your utility.

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

With much appreciation,  
City of Huron & Dynegy

See Reverse for Frequently Asked Questions

Community: City of Huron

☐

I do not wish to take advantage of the favorable rate negotiated through the City of Huron 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 **September 13, 2019** and mailed to Dynegy, PO Box 650764 Dallas, Texas, 75265-0764

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

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

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

## ABOUT THE PROGRAM

### ***What is an Electric Aggregation Program?***

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

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

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

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

## ELIGIBILITY AND ENROLLMENT

### ***Who is eligible to participate?***

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

### ***How do I enroll?***

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

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

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

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

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

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

## RATE AND TERM INFORMATION

### ***What are the Rates & Terms for this Aggregation Program?***

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

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

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

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

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

## BILLING AND SERVICE

### ***Who will bill me for electricity? Will I get two bills?***

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

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

Yes, how you pay your bill will not change.

### ***If I'm on budget billing with my utility, can I retail this service?***

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?***

Dynergy at 888-682-2170 or  
DynergyCustomerService@Dynergy.com

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

**1. Purchase of Electricity** – Dynegy Energy Services (East), LLC (DESE) agrees to sell, and you (Customer) agree to buy, all retail electricity at the price and on the terms and conditions specified in this Agreement. Customer's electric utility, Duke Energy–Ohio, remains responsible for the delivery of electricity to the Customer.

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

**3. Price and Initial Term** – The price for electricity (Price) will be 4.79¢ per kWh through your October 2022 meter read date (Initial Term). Electricity service under this Agreement will begin with the next available meter read date after DESE and Customer's electric utility process Customer's enrollment. In addition to delivering electricity, Customer's electric utility will continue to read Customer's meter, bill the Customer and respond to any outages. If Customer switches back to Customer's electric utility for any reason, Customer may or may not be served under the same rates, terms, and conditions that apply to other customers served by the electric utility. Price includes broker fees, but does not include any applicable taxes, fees or charges related to distribution service from the Customer's electric utility. If 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.

**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 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

## **Dynegy Energy Services (East), LLC**

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

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

**13. Limitation of Liability** – Customer agrees that neither DESE nor any of its employees, affiliates, agents, or subcontractors (collectively, DESE Parties) will be liable for any damages or claims for matters within the control of Customer's electric utility or the regional transmission organization controlled electricity grid. The DESE Parties will not be responsible for any failure to commence or terminate power and energy service on the date specified herein due to any failure or delay in enrolling Customer with Customer's electric utility. The DESE Parties' liability will be limited to direct actual damages only. In no event will the DESE Parties be liable for any punitive, incidental, consequential, exemplary, indirect, attorney's fees, third-party claims or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from any breach or nonperformance of this Agreement.

**14. Force Majeure** – If a Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement (the "Claiming Party") and gives notice and details of to the other Party as soon as practicable, then the Claiming Party shall be excused from the performance of its obligations under this Agreement (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). The Claiming Party shall remedy the Force Majeure with all reasonable dispatch. During the period excused by Force Majeure, the non-Claiming Party shall not be required to perform its obligations under this Agreement. "Force Majeure" shall mean an event or circumstance which prevents the Claiming Party from performing its obligations or causes delay in the Claiming Party's performance under this Agreement, which event or circumstance was not anticipated as of the date this Agreement was agreed to, which is not within the reasonable control of, or the result of the negligence of, the Claiming Party, and which, by the exercise of due diligence or use of good utility practice, as defined in the applicable transmission tariff, the Claiming Party is unable to overcome or avoid or cause to be avoided, such as, but not limited to, acts of God; fire; flood; earthquake; war; riots; strikes, walkouts, lockouts and other labor disputes that affect Customer or DESE. Force Majeure shall not be based on 1) Customer's inability to economically use the electricity purchased hereunder; or 2) Supplier's ability to sell the electricity at a price greater than the price under this Agreement.

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

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

#### **Contact Information**

In the event of an emergency involving Customer's electric service (for example, an outage or downed power lines) Customer should call the emergency line for Customer's electric utility. In all other situations, Customer may contact DESE toll free at 888-682-2170. Customer Care Representatives are available Monday – Friday, 8:00 am - 7:00 pm ET. During all other hours please leave a message for a return call. Customer may also contact DESE by email at [DynegyCustomerService@dynegy.com](mailto:DynegyCustomerService@dynegy.com), or by US Mail at DYNEGY, LLC, Attn: Customer Care, PO Box 650764 Dallas, TX 75265-0764. Customer may also visit Dynegy's website at <https://www.dynegy.com/electric-supplier>.

# **Exhibit B-4: Experience and Plans**

The City of Huron routinely negotiates for services and supplies that benefit the residents of the City. Due to the complexity of governmental aggregation, the City has a valid contract with Dynegy Energy Services (East), LLC (“Dynegy”) to provide retail electric generation service for the City governmental aggregation program. Dynegy currently provides competitive retail electric generation services throughout Ohio as a PUCO-certified CRES provider.

Under the terms of the contract, Dynegy will provide services necessary to administer and support the governmental aggregation program. Dynegy has extensive experience with community-based aggregation and endorsement programs. Dynegy’s employees are experienced with the governmental aggregation process, including customer enrollments and the opt-out process. Dynegy has contracted with an outside vendor to provide a 24/7 call center to support Dynegy’s customer programs, including the City governmental aggregation program. Through its call center, Dynegy will respond to any customer inquiries or complaints regarding the electricity and aggregation services for the residents who participate in the program. The City will respond to all other questions regarding its governmental aggregation program.

Dynegy will use the local electric distribution utility for billing services. In addition, as permitted by Ohio Administrative Code 4901:1-21-16(G), the City has selected Dynegy to perform certain functions as its agent, including submitting certain filings with the PUCO and assisting the City in its compliance with the rules adopted pursuant to Ohio Revised Code 4928.10. As provided in Ohio Administrative Code 4901:1-21-16(G), the City remains responsible for compliance with all applicable laws and rules.

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

**11/22/2022 1:06:56 PM**

**in**

**Case No(s). 10-2628-EL-GAG**

Summary: Application Renewal Application of the City of Huron for certification as a governmental aggregator electronically filed by Mr. David F. Proano on behalf of Dynegy Energy Services (East), LLC