



## Public Utilities Commission

Competitive Retail Electric Service (CRES)  
Governmental Aggregator Application

Case Number: 17 - 1437 -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 Marion, OH  
Street Address: 223 West Center Street  
City: Marion State: OH Zip: 43302  
Telephone: 740-387-2240 Website: www.marionohio.us

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

Name: David Ricketts  
Street Address: 1005 Congress Avenue, Suite 750  
City: Austin State: TX Zip: 78701  
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.**

Cathy Chappin  
Signature

3/27/2023  
Date

City of Marion, Service Director

\_\_\_\_\_  
Title

# **Competitive Retail Electric Service Affidavit**

County of Marion :

State of Ohio :

Cathy Chaffin, Service Director

, 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.

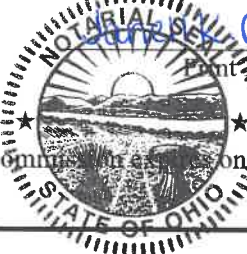
13. Affiant further sayeth naught.

Cathy Chappin  
Signature of Affiant & Title

Sworn and subscribed before me this 27th day of March, 2023  
Month Year

Janel K. O'Neil  
Signature of official administering oath

Janel K. O'Neil Notary Public  
Notary Public  
State of Ohio  
My commission expires on June 27, 2023  
June 27, 2023



# Exhibit B-1: Authorizing Ordinance

## CERTIFICATE OF RESULT OF ELECTION ON QUESTION OR ISSUE

Revised Code, Section 2901.11

State of Ohio

County of MARIONThe Board of Elections of MARION County herebycertifies that at the election held in MARION CITY

(Subdivision)

in said county on NOVEMBER 7, 2000 the

(Date of election)

vote cast on the following issue was as follows:

Issue: SHALL THE CITY OF MARION 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 BE DONE AUTOMATICALLY EXCEPT WHERE ANY PERSON  
ELECTS TO OPT OUT

Votes YES

(For, yes, etc.—as on ballot)

4342

(Number)

Votes NO

(No, against, etc.—as on ballot)

4302

(Number)

Total vote cast on issue:

8644

(Number)

Witness our official signatures at MARION, Ohio insaid county, this 28<sup>th</sup> day of NOVEMBER, 19 2000\* Record Ordered  
for 12/4/00Thomas A. French

Chairman

Norma J. EastmanRick R. RudeMark D. DavisAttest: Candlyn M. Weston

Director

BOARD OF ELECTIONS

MARION

County, Ohio

# RECORD OF ORDINANCES

Exhibit A-2

Ordinance No. 2000-107, Page One

Form No. 2000

Ordinance No. 2000-107, Page One

Passed August 23

2000

## ORDINANCE AUTHORIZING ALL ACTIONS NECESSARY TO EFFECT A GOVERNMENTAL ELECTRICITY AGGREGATION PROGRAM WITH OPT-OUT PROVISIONS PURSUANT TO O.R.C. 4928.20 AND DIRECTING THE MARION COUNTY BOARD OF ELECTIONS TO SUBMIT A BALLOT QUESTION TO THE ELECTORS OF THE CITY OF MARION, OHIO AND DECLARING AN EMERGENCY

WHEREAS, the Ohio Legislature has enacted electric deregulation legislation by the passage of Amended Substitute Senate Bill 3, effective July 26, 2000, 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, and

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

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, and

WHEREAS, this Council seeks to establish a governmental aggregation program with opt-out provisions pursuant to O.R.C. 4928.20 (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,

BE IT ORDAINED by the Council of Marion, Marion County, Ohio:

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 O.R.C. 4928.20 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 subdivisions 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 Marion County, Ohio is hereby directed to submit the following question to the electors of the City at the general election on November 7, 2000:

Shall the City of Marion 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?

PROGRAM TO VILL

The Clerk of this Council is instructed to immediately file a certified copy of this Ordinance and the proposed form of the ballot question with the County Board of Elections not

# RECORD OF ORDINANCES

Exhibit A-2

Dexter Legal Blank Co.

Form No. 30842

Ordinance No. 2001-29

Passed February 26, 2001

YEAR

## ORDINANCE APPROVING THE PLAN OF OPERATION AND GOVERNANCE OF THE CITY OF MARION AGGREGATION PROJECT AND DECLARING AN EMERGENCY.

WHEREAS, this Council has by previous Ordinances moved forward with the City of Marion's Aggregation Project pursuant to O.R.C. 4928.20, and

WHEREAS, after proper notice, the City of Marion has conducted two public hearings at which time the Plan was the subject of comment and inquiry, and

WHEREAS, the Plan has been considered and the Council finds it's content to be in the best interest of the City of Marion, Ohio and its residents,

BE IT ORDAINED by the Council of the City of Marion, Ohio:

Section 1. The Council finds the Plan of Operation and Governance for the Marion Aggregation Project, attached hereto and made a part hereof, to be in the best interests of the Citizens of the City of Marion, Ohio and therefore hereby adopts same as the official Plan of Operation and Governance for the Marion Aggregation Project.

Section 2. That this Ordinance is hereby declared to be an emergency necessary for the welfare of the City of Marion and the inhabitants thereof due to the need to move as quickly as possible in order to obtain the most savings for the citizens of the City as are possible; and as such shall take effect and be in force immediately upon its passage by two-thirds vote of all members elected and by approval of the Mayor; otherwise it shall become effective from and after the earliest period allowed by law.

*Kath A. Kildhusen*  
President of Council

APPROVED: February 26, 2001

*John E. Kelley*  
Mayor

ATTEST:

*Cathy A. Chaffin*  
Clerk of Council

I, Cathy A. Chaffin, Clerk of Council, of the City of Marion, Ohio, do hereby certify that the foregoing is a true and correct copy of ~~Ordinance No. 2001-29~~ as passed by the legislative authority of Marion, Ohio on the 26th day of February, 2001. In witness whereof, I have hereunto subscribed my name and affixed seal, this 26th day of February, 2001.

*Cathy A. Chaffin*  
Cathy A. Chaffin, Clerk of Marion City Council

Approved As Submitted Pursuant  
To M.C.C.  
MARK D. RUSSELL  
DIRECTOR OF LAW  
CITY OF MARION



# RECORD OF ORDINANCES

Durston Legal Blank Co.

Form No. 20448

Ordinance No. 2000-107, Page Two

Passed August 23

2000  
Year

less than seventy-five (75) days prior to November 7, 2000. 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 of the 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 subdivisions 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 condition 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 (a) of Section 4928.14 or division (d) of Section 4928.35 of the 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 related 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 Marion County, Ohio not later than seventy-five (75) days prior to the November 7, 2000 election, as provided herein, wherefore, this Ordinance shall be in full force and effect immediately upon its adoption, provided it receives the affirmative vote of two-thirds of all members elected to Council, and approval by the Mayor.

Michael E. Thomas  
President Pro Tempore

Keith A. Kellogg  
Mayor (Acting)

Attest: Cathy A. Chaffin  
Clerk of Council

Approved As Submitted Pursuant  
To M.C.C.  
MARK D. RUSSELL  
DIRECTOR OF LAW  
CITY OF MARION

Approved As Submitted Pursuant  
To Marion City Code  
JACK L. KELLOGG  
MAYOR ACTING  
CITY OF MARION

Cathy A. Chaffin, Clerk of Council, of the City of Marion, Ohio, do hereby certify that the foregoing is a true and correct copy of Ordinance No. 2000-107 as passed by the legislative authority of Marion, Ohio on the 23<sup>rd</sup> day of August, 2000.  
In witness whereof, I have hereunto subscribed my name and affixed seal, this 24<sup>th</sup> day of September, 2000.  
Cathy A. Chaffin  
Cathy A. Chaffin, Clerk of Marion City Council

Exhibit A2

Form No. 127 Prescribed by Secretary of State.

Rev. 7-82

National Graphics Corp., Col., O.  
Form No. 12127

## CERTIFICATE OF RESULT OF ELECTION ON QUESTION OR ISSUE

Revised Code, Section 3501.11

State of Ohio

County of MARIONThe Board of Elections of MARION County herebycertifies that at the election held in MARION CITY  
(Subdivision)in said county on NOVEMBER 7, 2000 the  
(Date of election)

vote cast on the following issue was as follows:

Issue SHALL THE CITY OF MARION HAVE 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  
 (Tax levy, bond issue, local option, etc. — describe fully)  
OF ELECTRICITY, SUCH AGGREGATE TO OCCUR AUTOMATICALLY EXCEPT WHERE ANY  
PERSON ELECTS TO OPT OUT?

Votes YES  
 (For, yes, etc. — as on ballot)

-4341-

(Number)

Votes NO  
 (No, against, etc. — as on ballot)

-4302-

(Number)

Total vote cast on issue:

-8643-

(Number)

Witness our official signatures at MARION, Ohio insaid county, this 4TH day of DECEMBER, 19 2000

\*CERTIFIED RESULTS FROM RECOUNT  
 HELD 12/04/2000

Thomas A. Grisch

Chairman

Bill Red  
Kenneth J. Ensmann  
Mark P. Linn

Attest: Cordeyn M. Weston  
 Director

BOARD OF ELECTIONS

MARION

County, Ohio

# Exhibit B-2: Operation and Governance Plan

## **City of Marion Plan of Operation and Governance**

### **BACKGROUND AND DEFINITIONS**

By affirmative vote of a majority of the electorate, The City of Marion ("Marion" or "The City") passed legislation on November 7, 2000, authorizing it to become a municipal aggregator subject to certification by the Public Utilities Commission of Ohio, pursuant to Chapter 4928 of the Ohio Revised Code ("ORC"). A description of how the plan will operate is set forth below. In order to clarify certain terminology, the following terms shall have the meanings set forth below:

"Aggregation Services Provider" means 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 Public Utilities Commission rules.

"Government Aggregator" means a legislative authority of a municipal corporation 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 Marion's government aggregate group for competitive retail electric services.

"Retail Electric Generation Provider" means the entity Certified by the Public Utilities Commission of Ohio and responsible to provide competitive retail electric service(s).

"Shopping Credit" means the cost of the competitive retail energy service portion of the unbundled tariff provided by Ohio Edison Company.

"Competitive Retail Electric Service" means a component of electric retail service that is deemed competitive pursuant to the Ohio Revised Code or pursuant to an order of the Public Utilities Commission of Ohio.

### **OPERATIONAL PLAN:**

#### **Aggregation Services**

Marion will use a contractor ("Aggregation Services Provider") to perform and manage aggregation services for its Members.

**Database:** The Aggregation Services 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 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 Aggregation Services 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 City.

**Member Education:** The Aggregation Services Provider will develop an educational program that generally explains the aggregation program to Members, provides updates and disclosures mandated by the ORC, 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 two years, without paying a switching fee, Member inquiries and complaints. See Appendix A for a detailed description of the Education Process.

**Retail Electric Generation Provider Selection Process:** The Aggregation Services Provider shall develop recommendations for Marion to retain a Retail Electric Generation Provider, develop a procurement strategy, administer the RFP process as appropriate, evaluate responses, select the supplier and negotiate a supply contract. Included in the process will be the development of the screening criteria to be used in the selection process, which, at a minimum, will include price, financial wherewithal, experience, and references. The City will provide the Aggregation Services Provider with the boundaries, constraints, and minimum requirements that will need to be included in any supplier contract. See Appendix B for a detailed description of the Generation Provider Selection Process.

Marion will contract with a qualified Retail Electric Generation Provider to provide Competitive Retail Electric Services. The Aggregation Services Provider will provide Marion with Retail Generation Supplier recommendations. The selected Retail Electric Generation Provider must 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 Retail Electric Generation Provider must provide the Aggregation Services Provider with an electronic file containing the Members usage, charges, and demands (if applicable) and any other pertinent information. The Retail Electric Generation Provider must have a local Marion phone number or a toll free number for Members to call.

**Customer Service and Billing:** The Aggregation Services Provider will develop a customer service process, to be administered by the Aggregation Services Provider, the Retail Electric Generation Provider, or their designated agent, 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 C for a detailed description of the Customer Service Plan.

Marion will use the Retail Electric Generation Provider, or its designated agent to provide billing services to each Member for the Competitive Retail Electric Services plus an administrative fee (if required) to fund Marion's Aggregation Services. The billing statement will be rendered by the Retail Electric Generation Provider or The Ohio Edison Company and will be consistent with all applicable guidelines issued by the Public Utilities Commission of Ohio. As this market develops, Marion may change this function from the Retail Electric Generation Provider to a billing agency or under the role of the Aggregation Service Provider.

**Compliance Process:** The Aggregation Services Provider will develop internal controls and processes to ensure that the City 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 Aggregation Services Provider's responsibility to deliver periodic reports that will include at a minimum (i) the number of Members participating in the Program; (ii) the total savings or increase from the previous year's baseline; and (iii) a reconciliation of the cash remitted from Members and the amount paid to suppliers. The Aggregation Services Provider will also develop a process to monitor and provide notification of any changes in laws, rules or regulations.

**Services to be provided to members:** The Marion aggregation program will contract with a Certified Retail Electric Generation Provider to provide retail electric generation service to residential and business customers on selected Ohio Edison rates. The services that will be provided under the aggregation effort, the policies for the inclusion and exclusion of members, and the Terms and Conditions of service are included in Appendix D.

### **GOVERNANCE GUIDELINES**

At a minimum, the following guidelines will apply in the Aggregation Program:

- City Council shall approve through Resolution or Ordinance the Contracts entered into by Marion with the Aggregation Services Provider, the Retail Electric Generation Provider, and any other contracts exceeding \$15,000 entered into by Marion for the Aggregation program.
- City Council shall approve through Resolution or Ordinance the Plan of Operation and Governance for the Aggregation program and any Amendments thereto.
- The City will bid for Aggregation Services Provider services at least every 5 years.
- The City will select a Retail Electric Generation Provider at least every 5 years.
- Marion 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.
- The City will require any Aggregation Services Provider, and Retail Electric Generation Provider to disclose any subcontractors that it uses in fulfillment of the services described above.
- The City will require the Aggregation Services Provider and the Retail Electric Generation Provider to maintain either a toll free telephone number, or a telephone number that is local to City residents who are Members.
- All costs of the Aggregation Program should be paid either through the general fund and/or through the inclusion of a fee that will be included in the generation charge. No direct fees shall be charged for enrollment.
- Oversight of the Aggregation Program will be the responsibility of the Service Director, who shall report to Mayor. This individual will have the authority to develop bid specifications for the Aggregation Services Provider, and then select, hire, and manage the Aggregation Services Provider.
- The Aggregation Services Provider will be responsible for making recommendations regarding the selection and performance of the Retail Electric Generation Provider. The Aggregation Services Provider will work under the direction of the Service Director with advice and Counsel of the Law Director.

### **Appendix A Education Process.**

The Aggregation Services provider will develop the educational program. Its purpose will be to explain the aggregation program to its members, provide updates and disclosures as mandated by the ORC, and provides the opportunity for the members to opt out of the program. The following are the program components.

1. Each residential customer and business within the limits of The City of Marion included in the aggregation program will receive via U.S. Mail notification of:
  - a. What government aggregation means including a summary of the actions that were taken to authorize the aggregation program
  - b. Their membership in the government aggregation program
  - c. A description of the services that will be provided under the aggregation
  - d. Disclosure of any limitations or conditions on customer acceptance into the aggregation.
  - e. the procedure which must be followed in order to opt out of the program
  - f. the price of generation service that they can expect to receive as a member of the program
  - g. the terms and conditions of service, including an itemized list and explanation of all fees and charges that will be charged to the customer for participation in the aggregation program, including any applicable switching fees or early termination penalties. The terms and conditions will include credit and/or deposit policies and requirements.
  - h. Disclosure of the dates covered by the aggregation program and including an estimated service commencement date
  - i. A local or toll free telephone number that customers can call with questions regarding the formation or operation of the aggregation, including associated calling hours.
  - j. the deadline for returning the opt out form
2. The Aggregation Services Provider will work with the City of Marion to determine meetings that would be helpful to attend to educate members about the program. These might include Chamber of Commerce, City Council, Kiwanis, Lion's Club, etc. The Aggregation Services Provider will attend these events to present information and answer questions about the aggregation program.
3. The Aggregation Services Provider will assess whether advertising in the local newspaper is needed to better educate the community.
4. The Aggregation Services Provider will provide updates and disclosures as mandated by the ORC.
5. The opt out opportunity will be provided to the members of the program every two years. Should conditions, suppliers, price, or any other component of the program change within the two-year period, an assessment will be made whether another opt out opportunity is warranted.

## **Appendix B Generation Provider Selection Process.**

### **Generation Provider Selection Process:**

1. The Aggregation Service Provider will develop screening criteria to be used in the selection process for a Retail Electric Generation Provider, which, at a minimum, will include price, financial wherewithal, experience, ability to implement the Customer Service Plan, and references. The City will provide the Aggregation Services Provider with the boundaries, constraints, and minimum requirements that are required of a Retail Electric Generation Provider

The Retail Electric Generation Provider will be selected through a Request for Proposal or through direct negotiation if approved by The City by a process that will be developed by the Aggregation Service Provider and reviewed and approved by The City. The process will include the following:

- a. The Retail Electric Generation Provider can be selected through direct negotiation if only one supplier is making offers to residential customers that are not contingent on availability of FirstEnergy's Market Support Generation as evidenced by the snapshot of current electric suppliers' offerings for Ohio Edison Company Customers on the PUCO web site.
- b. If directed by the city, the Aggregation Service Provider will organize the bid process.
- c. The Aggregation Service Provider will develop a list of qualified supplier
- d. The City will review and approve list of qualified suppliers
- e. If directed by the city, the Aggregation Service Provider will develop request for proposal
- f. The City will review and approve request for proposal prepared by the Aggregation Service Provider.
- g. If directed by the city, the Aggregation Service Provider will send request for proposal to list of qualified suppliers.
- h. The Aggregation Service Provider will respond to suppliers' questions.
- i. The Aggregation Service Provider will manage and organize the bids.
- j. The Aggregation Service Provider will discuss and clarify bidder's proposal.
- k. The Aggregation Service Provider will analyze bids and compare to shopping credits.
- l. The Aggregation Service Provider will recommend a short list of suppliers to the City.
- m. The Aggregation Service Provider will report and present recommendations to the City.
- n. The Aggregation Service Provider will negotiate price, terms and conditions with selected bidders.
- o. The City will execute the contract with the Retail Electric Generation Provider



## **Appendix C Customer Service Plan.**

### **Member Access and Complaint Handling:**

#### **Member Access:**

1. The City shall require the Retail Electric Generation Provider to ensure Members reasonable access to its service representatives to make inquiries and complaints, discuss charges on Member bills, and transact any other business.
2. Telephone access shall be toll free and afford Members prompt answer times during normal business hours.
3. The City shall require the Retail Electric Generation Provider to provide a 24-hour automated telephone message instructing callers to report any service interruptions or electrical emergencies to The Ohio Edison Company.

#### **Member Complaints:**

1. The City shall require the Retail Electric Generation Provider to investigate Member complaints (including Member complaints referred by The Ohio Edison Company ) and provide a status report within five calendar days following receipt of the complaint to:
  - a) The consumer and the Aggregation Services Provider, when the complaint is made directly to the Retail Electric Generation Provider; or
  - b) The consumer, the Aggregation Services Provider, and the Public Utilities Commission of Ohio Staff ("Commission Staff"), when a complaint is referred to the Retail Electric Generation Provider by the commission staff.
2. If an investigation is not completed within 14 calendar days, the Retail Electric Generation Provider shall provide status reports to the consumer and the Aggregation Services Provider, or if applicable, to the consumer and the Aggregation Service Provider and the commission staff. Such status reports shall be provided at five-day intervals until the investigation is complete, unless the action that must be taken will require more than five days and the Member has been so notified.
3. The City shall require the Retail Electric Generation Provider to inform the consumer, the Aggregation Services Provider, or the consumer, the Aggregation Services Provider, and commission staff, of the results of the investigation, orally or in writing, no later than five calendar days after completion of the investigation. The consumer, the Aggregation Services Provider, or commission staff may request the report in writing.
4. If a Commercial, Industrial, and Municipal or small commercial consumer disputes the Retail Electric Generation Provider's report, the Retail Electric Generation Provider shall inform the consumer that the commission staff is available to help resolve informal complaints. The Retail Electric Generation Provider shall provide the consumer with the current address, local/toll free telephone numbers, and TDD/TTY telephone numbers of the Commission's consumer services department.
5. The City shall require each Retail Electric Generation Provider to retain records of Member complaints, investigations, and complaint resolutions for one year after the occurrence of such complaints, and shall provide such records to the commission staff within five calendar days of request.
6. The City shall require each Retail Electric Generation Provider to make good faith efforts to resolve disputes.

## Member Billing and Payments

1. Marion shall require the Retail Electric Generation Provider to bill Members directly for competitive retail electric services or arrange for The Ohio Edison Company or its agent to bill Members for such services according to a tariff approved by the commission.
2. Residential, Commercial, Industrial, Municipal, and small commercial Member bills issued by or for the Retail Electric Generation Provider shall be accurate and understandable, be rendered at intervals consistent with those of The Ohio Edison Company, and contain sufficient information for Members to compute and compare the total cost of competitive retail electric service (s). Such bills shall also include:
  - a) The Member's name, billing address, service address, the Member's EDU account number, and if applicable, The Retail Electric Generation Provider account number;
  - b) The dates of service covered by the bill, an itemization of each type of competitive service covered by the bill, any related billing components, the charge for each type of service, and any other information the Member would need to recalculate the bill for accuracy;
  - c) The applicable billing determinants, including beginning meter reading, ending meter reading(s), demand meter reading(s), multipliers, consumption(s), and demands;
  - d) For Member-generators with net metering contracts, a statement of the net metered generation;
  - e) The unit price per kWh charged for competitive service, as calculated by dividing current-period competitive service charges by the current-period consumption;
  - f) An identification of the provider of each service appearing on the bill;
  - g) A notice in bold-face type containing clear explanation for any change of providers, rates, terms, or conditions of service (such notice shall appear on the first two consecutive bills following the occurrence of any such changes, excluding the first billing after the starting date of competitive retail electric service;
  - h) The amount billed for the current period, any unpaid amounts due from previous periods, any payments or credits applied to the Member's account during the current period, any late payment charges or gross and net charges, if applicable, and the total amount due and payable.
  - i) The due date for payment to keep the account current. Such due date shall be no less than:
    - Fourteen days after the postmark date on the bill for Commercial, Industrial, and Municipal Members; and
    - Twenty-one days after the postmark date on the bill for nonCommercial, Industrial, and Municipal Members;
  - j) Current balance of the account, if a Commercial, Industrial, and Municipal Member is billed according to a budget plan;
  - k) Options and instructions on how Members may make their payments;
  - l) For each provider whose charges appear on the bill, a listing of the provider's toll-free telephone number and address for Member billing questions or complaints;

- m) A listing of the toll-free consumer assistance telephone numbers and available hours for applicable state agencies, such as the commission, the Ohio consumers' counsel, and the attorney general's office;
  - n) The Ohio Edison Company's 24-hour local/toll-free telephone number for reporting service emergencies;
  - o) Identification of estimated bills or bills not based upon actual end-of-period meter readings for the period; and
  - p) An explanation of any codes and abbreviations used;
3. If applicable, the Retail Electric Generation Provider will, upon request, provide Members with the name and street address/location of the nearest payment center and/or authorized payment agent.
  4. If applicable, when a Member pays the bill at a payment center or to an authorized payment agent, such payment shall be credited to the Member's account as of the day it is received by such payment center or agent.
  5. Marion and the Retail Electric Generation Provider shall establish policies and procedures for handling billing disputes and requests for payment arrangements.

**Collections for delinquent accounts:**

1. Collections for delinquent accounts shall be the responsibility of the Retail Electric Generation Provider or its agent.
2. Marion shall approve the Collections process utilized by the Retail Electric Generation Provider, based upon the review and recommendation of the Aggregation Service Provider.
3. Marion shall prohibit the Retail Electric Generation Provider from disconnecting electric service to any Member.
4. Failure of Members to pay charges for Competitive Retail Electric Services may result in loss of those products and service; and
5. Failure to pay charges for Competitive Retail Electric Services may result in cancellation of the Member's contract with the Retail Electric Generation Provider, and return the Member to Ohio Edison's standard offer generation.

## **Appendix D : Services to be provided to members**

### **Determination of the Rates:**

The rates charged for Retail Electric Generation Service will be determined by adding a administrative fee on a per kWh basis to the rates for Retail Electric Generation Service proposed by the selected Certified Retail Electric Generation Service provider.

### **Plan for providing the Opt-Out notice:**

See the Appendix A Education Process.

### **Process for developing pool of accounts that will be included in the aggregation:**

The accounts that will be included in the aggregation will be based on the rate codes for which favorable pricing can be obtained. The accounts located within Marion will be first identified by zip code, and the Aggregation Service Provider will provide further analysis to include accounts within the boundary and exclude accounts outside of the boundaries of the city. Only customers whose information is provided to the Aggregation Service Provider by the EDC will be eligible for participation. The Aggregation Service Provider will then exclude all customers electing to "opt-out" and all customers whose opt-out notice is returned as undeliverable.

### **Policies associated with a customer moving into the aggregation:**

A resident and business that moves into Marion, per the rules of The Ohio Edison Company have to take initial generation service from The Ohio Edison Company. At the direction of The City, but not more frequently than quarterly, the Aggregation Service Provider will perform the Education Process and Opt-Out process for new residents and businesses or potential new members. The disclosure form and the process will be the same as for initial members of the program, the pricing available will depend on the then current price available from the Certified Retail Electric Generation provider.

A resident and business that moves from an existing residence will be dropped from the existing supplier, per the rules of the Ohio Edison Company. No fees will be charged. If the resident and business relocates within the city of Marion, they will be treated the same as any resident and business that moves into the City of Marion.

### **Policies associated with the ability of customers who had previously opted out of the Aggregation Program:**

A resident or business that elects to "Opt-Out" of the aggregation group, will be given the opportunity to rejoin the aggregation group in the next Opt Out process following the two year anniversary of that customers election to "Opt-Out". If a resident or business would like to rejoin the group prior to the second anniversary of the original "Opt-Out", then they will be included in the next group formed for new members. Once a resident or business elects to "Opt-Out" of a given aggregation group, their re-inclusion in that given group will be at the discretion of the Certified Retail Electric Generation provider.

# Exhibit B-3: Opt-out Disclosure Notice



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

Welcome to the  
**City of Marion**  
Electric Aggregation Program

Hi City of Marion Resident and Business, April 14, 2023

We are pleased to let you know that the City of Marion has chosen Dynegy to be the preferred electricity supplier for you and your neighbors through its Electric Aggregation Program. In November 2000, Marion voters authorized the Marion City Council to form a governmental aggregation program to negotiate a favorable price and terms for electricity supply for City residences and businesses. We are very proud to have been chosen to serve you!

**Here's What You Can Expect**

- The program is simple! You are automatically enrolled and there's no enrollment, switching or early termination fee.
- You will receive a guaranteed, fixed rate of 6.710¢ per kWh through your June 2025 meter read.
- Nothing will change! Continue to receive one monthly bill from your local utility, Ohio Edison. You will 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 May 5, 2023. 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/Marion>.

With much appreciation,  
City of Marion & Dynegy

See Reverse for Frequently Asked Questions

Community: City of Marion

☐ I do not wish to take advantage of the favorable rate negotiated through the **City of Marion** 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 **May 5, 2023**, and mailed to Dynegy, PO Box 650764 Dallas, Texas, 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 Dynegy chosen as the supplier?***

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

## ELIGIBILITY AND ENROLLMENT

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

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

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

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

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

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

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

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

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

## RATE AND TERM INFORMATION

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

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

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

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

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

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

## BILLING AND SERVICE

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

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

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

Yes, how you pay your bill will not change.

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

Dynegy accepts Duke, Ohio Edison, Toledo Edison and The Illuminating Company budget billing programs. If you would like to enroll in budget billing or have any additional questions, please contact your utility directly.

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

You will continue to call your local utility company for power outages, problems with your service or questions regarding your monthly bill.

### ***Who do I call if I have questions regarding the Aggregation Program?***

Call Dynegy toll free at 888-682-2170. Customer Care Representatives are available Monday – Friday, 8:00 am - 8:00 pm EST. During all other hours please 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 \$0.06710 per kWh through your June 2025 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 - 8:00 pm EST. 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

City of Marion routinely negotiates for services and supplies that benefit to the residents of the city. Due to the complexity of Governmental Aggregation, City of Marion has a valid contract with Dynegy Energy Services (East), LLC (Dynegy) to provide retail electric generation service for the city's Governmental Aggregation program. Dynegy currently provides competitive retail electric generation services throughout Ohio as a PUCO-certified CRES provider (PUCO Case No. 04-1323; Certificate No. 04-124E).

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 TCS United to provide a 24x7 call center to support Dynegy's customer programs, including City of Marion's 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 of the city who participate in the program. City of Marion 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), City of Marion 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 Section 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**

**6/9/2023 10:56:14 AM**

**in**

**Case No(s). 17-1437-EL-GAG**

Summary: Application for Renewal of Certificate of City of Marion as CRES  
Governmental Aggregator electronically filed by Mr. Taylor M. Thompson on behalf  
of Dynegy Energy Services (East), LLC .