



Chief of Docketing  
Public Utilities Commission of Ohio  
180 East Broad St. 13<sup>th</sup> Floor  
Columbus, Ohio 43215-3793

**RE: Electric Governmental Aggregator Renewal Application Case Number 12-1038-EL-GAG**

St. Clair Township is pleased to submit its renewal application for electric governmental aggregator. The original of the city's filing is enclosed. The original application was docketed as case number 12-1038-EL-GAG.

Should you have any questions or additional needs, please call me at (330) 730-4338.

Sincerely,

*Thomas M. Bellish*  
President

Enclosure

**Buckeye Energy Brokers, Inc.**

<b>Services</b>	<b>Benefits</b>	<b>Proven Expertise</b>
<i>Deregulated Energy</i> <ul style="list-style-type: none"><li>▪ Consulting</li><li>▪ Aggregation</li><li>▪ Procurement</li></ul>	<ul style="list-style-type: none"><li>▪ Buying Leverage</li><li>▪ Risk Mitigation</li><li>▪ Budget Predictability</li><li>▪ Cost Control</li><li>▪ Best Combination of Term, Service &amp; Pricing Available</li></ul>	<ul style="list-style-type: none"><li>▪ PUCO Certified</li><li>▪ Customized Energy Management Solutions</li><li>▪ Municipal Aggregation</li><li>▪ Governmental Procurement Programs</li><li>▪ Procedure Management &amp; Procurement Consulting</li><li>▪ Daily Trend Analysis of Energy Markets</li><li>▪ Ohio Brokers Serving Ohio Clients</li></ul>



## Public Utilities Commission

Competitive Retail Electric Service (CRES)  
Governmental Aggregator Application

Case Number: 12 - 1038 -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: St. Clair Township  
Street Address: 15442 Pugh Road, Suite 1  
City: Calcutta State: Ohio Zip: 43920  
Telephone: (330) 382-1022 Website: stclairtp.com

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

Name: Thomas M. Bellish  
Street Address: 66 East Mill Street  
City: Akron State: Ohio Zip: 44308  
Telephone: (330) 730-4338 Email: bellish@buckeyeenergybrokers.com

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

Name: Thomas M. Bellish  
Street Address: 66 East Mill Street  
City: Akron State: Ohio Zip: 44308  
Telephone: (330) 730-4338 Email: bellish@buckeyeenergybrokers.com

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

Street Address: 66 East Mill Street  
City: Akron State: Ohio Zip: 44308  
Toll-free Telephone: (866) 302-2237 Email: bellish@buckeyeenergybrokers.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.**

 1/13/2024  
Signature Date

St. Clair Twp Board of Trustees  
Title Chairman

## **Competitive Retail Electric Service Affidavit**

County of Columbiana :

State of Ohio :

Jordan G. Williams, 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 St. Clair Township Trustee Chairman

Sworn and subscribed before me this 13 day of 01 2024  
Month Year

  
Signature of official administering oath

  
Print Name and Title



My commission expires on

DEBORAH DAWSON  
Notary Public, State of Ohio  
My Commission Expires:  
March 03, 2026

B-1

RESOLUTION NO. 107

**A RESOLUTION AUTHORIZING ALL ACTIONS NECESSARY TO EFFECT A GOVERNMENTAL ELECTRICITY AGGREGATION PROGRAM WITH OPT-OUT PROVISIONS, AND DIRECTING THE COLUMBIANA COUNTY BOARD OF ELECTIONS TO SUBMIT A BALLOT QUESTION TO THE ELECTORS.**

**(R.C. 4928.20)**

The Board of Trustees of St. Clair Township, Columbiana County, Ohio, met in regular session on July 5th, 20 11, with the following members present:

James Sabatini II

James N. Hall

Robert M. Swickard

Trustee James Sabatini moved the adoption of the following resolution:

**WHEREAS**, the Ohio Legislature has enacted electric deregulation legislation (Am. Sub. S.B. 3) which authorizes the legislative authorities of municipal corporations, townships and counties to aggregate the retail electrical loads located within their respective jurisdictions and to enter into service agreements to facilitate for those loads the purchase and sale of electricity ("Governmental Aggregation"); 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 consumers to participate collectively in the potential benefits of electricity deregulation through lower electricity rates which would not otherwise be available to those electricity customers individually; and

**WHEREAS**, this Board of Trustees seeks to establish a Governmental Aggregation program with opt-out provisions pursuant to R.C. Section 4928.20 (the "Aggregation Program") for the residents, businesses and other electric consumers in the unincorporated areas of the Township;

**NOW THEREFORE**, be it resolved by the Board of Trustees of St. Clair Township, Columbiana County, Ohio, that:

**Section 1.** This Board finds and determines that it is in the best interest of the Township, and its residents, businesses and other electric consumers located within the



unincorporated areas of the Township, to establish this Aggregation Program in the Township. Provided that the Aggregation Program is approved by the electors of the Township pursuant to Section 2 of this Resolution, the Township is hereby authorized to automatically aggregate, in accordance with R.C. Section 4928.20, the retail electric loads located within the Township, and, for that purpose, to enter into service agreements to facilitate for those loads the purchase and sale of electricity. The Township may exercise such authority jointly with any other municipal corporation, township, 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 Resolution.

**Section 2.** The Board of Elections of Columbiana County is hereby directed to submit the following question to the electors of the unincorporated areas of the Township at the special/general election on November 8, 2011:

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

The Fiscal Officer of the Township is instructed to immediately file a certified copy of this Resolution with the County Board of Elections by August 10, 2011. The Aggregation Program shall not take effect unless approved by a majority of the electors voting upon this Resolution and the Aggregation Program provided for herein at the election held pursuant to this Section 2 and R.C. Section 4928.20.

**Section 3.** Upon approval of a majority of the electors voting at the special/general election provided for in Section 2 of this Resolution, this Board, individually or jointly with any other political subdivision, may develop a plan of operation and governance for the Aggregation Program. Before adopting such plan, this Board shall hold at least two public hearings on the plan. Before the first hearing, notice of the hearings shall be published once a week for two consecutive weeks in a newspaper of general circulation in the Township. The notice shall summarize the plan and state the date, time and place of each hearing. No plan adopted by this Board shall aggregate the electric load of any electric load center within the Township 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 at least every three years, without paying a switching fee. Any such person that opts out of the Aggregation Program pursuant to the stated procedure shall default to the standard

service offer provided under division (A) of R.C. Section 4928.35, until the person chooses an alternative supplier.

**Section 4.** It is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were adopted in an open meeting of this Board and that the deliberations of this Board and any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including R.C. Section 121.22.

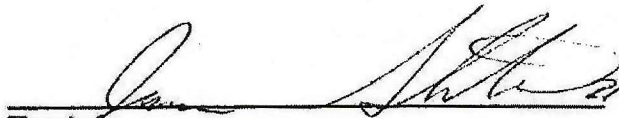
Trustee Robert Swickard seconded the motion, and the roll was called on the question of its adoption. The vote was as follows:

Trustee James Sabatini II voted Yes.

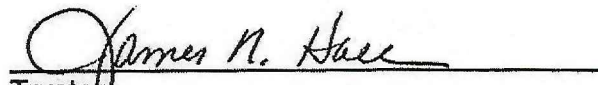
Trustee James N. Hall voted Yes.

Trustee Robert M. Swickard voted Yes.

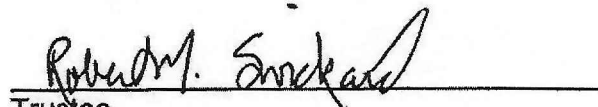
Adopted July 5th, 2011.

  
Trustee

Attest:

  
Trustee

  
Fiscal Officer

  
Trustee

Prepared by:  
Robert L. Herron  
Prosecuting Attorney  
06/11



# **ELECTRIC AGGREGATION PROGRAM ST. CLAIR TOWNSHIP, OHIO**

## **PLAN OF OPERATION AND GOVERNANCE**



**Buckeye Energy Brokers, Inc.**

**For additional information contact:**

Thomas M. Bellish, President  
Buckeye Energy Brokers, Inc.  
66 East Mill Street  
Akron, Ohio 44308  
Buckeyeenergybrokers.com  
(330) 730-4338

## Table of Contents

	<u>Page</u>
1. Purpose of Electric Aggregation Program	1
2. The Process for Municipal Aggregation	1
3. Terms and Conditions of Enrollment	
3.1. Rates	2
3.2. Charges	2
3.3. Switching Fees	2
3.4. Terms	2
3.5. Opt-Out Disclosure	3
4. Policies for Customers Moving Into/Out of the Municipality	3
5. Billing Procedures	3
6. Procedures for Handling Customer Complaints	4
7. Rights and Responsibilities of Program Members	
7.1. Universal Access to Aggregation Program	4
7.2. Dispute Resolution	4
7.3. Bill Payment	5
7.4. Leaving the Aggregation Program	5
8. Reliability of Power Supply	5
9. Supplier Qualification Selection Criteria	5
10. Funding the Aggregation Program	6
11. Maintenance and Reporting of the Aggregation Program	6
12. Professional Assistance	6

## 1. Purpose of Electric Aggregation Program

This aggregation plan has been developed in compliance with Ohio Revised Code, Section 4928.20 regarding governmental aggregation of electric service. St. Clair Township ("the Township") Aggregation Program ("Program") seeks to aggregate the retail electric loads of consumers located in the Township to negotiate the best rates for the generation supply of electric power. It has the potential to combine residential, commercial and industrial customers into a buying pool that will be attractive to third party suppliers (Suppliers). Participation in the Program is voluntary. Any individual customer (Member) has the opportunity to decline to be a member of the aggregation program and to return to the AEP Ohio standard offer of service or to enter into a power supply contract with any competitive retail electric supplier. This Plan of Operation will not be adopted until two public hearings are held in accordance with section 4928.20 (C) of the Ohio Revised Code.

## 2. The Process for Municipal Aggregation

The process of governmental aggregation is set forth in Ohio Revised Code section 4928.20. The section defines opt-in aggregation that may be enacted by a governmental entity. Under the opt-out aggregation provisions, all electric consumers within the Township will be automatically included in the Program. However, such customers will be given prior notice entitling them to affirmatively elect not to be part of the Program. These customers can opt-out during a 21-day period after the election. A similar opt-out period will be offered every two years during which Members can leave the Township's aggregation pool without paying a switching fee.

All eligible load centers within the Township will be automatically enrolled in the aggregation program. However, for commercial and industrial customers with a peak load demand of 200 kW or greater, special metering data may need to be furnished to alternate suppliers to receive a price offer. In addition, only accounts with "shoppable" rate codes, as defined by FirstEnergy Corporation may participate in the Program.

The Supplier and AEP Ohio will identify those customers in the Township who have not opted out, who have not renewed their special rate contracts, who are not on the Percentage of Income Payment Plan (PIPP) and who are not on FirstEnergy's "Opt-Off Marketing List." These customers will be transferred to the Supplier selected by the Township and enrolled over the period of one month. AEP Ohio shall notify each transferred customer of the transfer with its last bill for standard offer service. Service under the new Supplier shall begin at the start of the billing period following the transfer.

### 3. Terms and Conditions of Enrollment

#### 3.1 Rates

The Township shall receive proposals from electric suppliers using a competitive selection process. The request for proposals shall require the suppliers to offer a generation charge for each customer class, load grouping or other appropriate category that is lower than the standard offer from AEP Ohio. Members will not be switched unless a supplier can be found offering prices less than the respective member shopping credits. The prices to be charged to Members in the Program will be set by the Township after negotiations with the selected Supplier. Members were notified of the rates and terms of the Program through the local newspaper, local Cable TV Channels and the Township's web site. Opt-out forms will be docketed with the PUCO 10 days prior to mailings.

#### 3.2 Charges

FirstEnergy will continue to bill for Federal Phase I Clean Air Act Compliance, Late Payment, Electric Fuel Component and Monthly Service Fee, etc. These charges apply whether a Member switches or not. Switching generation suppliers will not result in any new charges.

#### 3.3 Switching Fees

At the present time, FirstEnergy is requiring a per customer switching fee for those customers who voluntarily remain in a government aggregation program and are switched to an alternate Supplier. The Township's Request for Proposal (RFP) was written to require the selected Supplier to pay for the group's switching fee.

#### 3.4 Terms

The aggregation program is designed to reduce the amount consumers pay for electric energy. The Township will not buy and resell the power to the participants of the program. Instead, the Township will competitively bid and negotiate a contract with a competitive retail electric supplier to provide firm, all-requirements generation service to the members of the aggregation program.

Customers who meet the following criteria will become members of the aggregation program:

- Are up to date with their bill payment;
- Have not Opted-out of the program;
- Are not on the Percentage of Income Payment Plan (PIPP); and
- Have a shoppable rate code.

#### 3.5 Opt-Out Disclosure

The Township is using an Opt-out form of Governmental Aggregation pursuant to section



4928.20 of the Ohio Revised Code. The Township will disclose to the person owning, occupying 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 the following procedure not to be so enrolled. Any such person that opts out of the aggregation program pursuant to stated procedure shall default to the standard service offer provided by FirstEnergy until the person chooses an alternative supplier.

Procedure:

1. The Township distributed the Opt-Out Form (refer to Exhibit A-4 "Automatic Aggregation Disclosure");
2. Recipients have 21 days to notify the Township; and
3. The Township will exclude those opting out from the Program.
4. Customers will receive written notification from FirstEnergy Corp. stating that they are about to be switched and have 7 days if they wish to rescind the contract.

#### 4. Policies for Customers Moving Into/Out of the Municipality

Members who have left the Program, or who have moved into the Township, may contact the Township or its Supplier at any time to obtain enrollment information. There is however, no guarantee that customers opting-in at a later date will receive the same price, terms and conditions as did the initial participants. Suppliers are unable to hold price offerings for an unlimited amount of time, and if the Township asks for such a requirement, the price offering received from suppliers will be higher to reflect the greater risk.

Customers may opt out of the Program at no charge within a 21-day period following passage of the ballot. Two public hearings will be held shortly after the ballot to discuss the plan of operation and the process for opting-out. Customers who provide the required opt-out notice will remain customers of AEP Ohio until such time as they select a different generation provider. A similar period in which customers can opt-out of the Program without charge will be offered every two years.

#### 5. Billing Procedures

The Township will utilize the coordinated billing services of FirstEnergy and the selected Supplier. We anticipate residential customers will receive a single bill from FirstEnergy that itemizes among other things, the cost of generation provided by the selected supplier. In some instances, dual billing will be used for commercial and industrial group members. In these instances, one bill will be sent from the Supplier and one will be sent from FirstEnergy for their respective services.

#### 6. Procedures for Handling Customer Complaints

Members will have multiple means of addressing complaints. As a general rule, concerns regarding service reliability should be directed to AEP Ohio or CEI as appropriate, questions

regarding the Program administration should go to the Township, and any unresolved disputes should be directed to the Public Utilities Commission of Ohio and/or The Ohio Consumers Council. Listed below is a table of toll-free numbers for members to call for assistance.

<b>Nature of Complaint</b>	<b>Contact</b>	<b>Phone Number</b>
Power interruptions or outages	AEP Ohio	1-800-672-2231
Power turn on/off	AEP Ohio	1-800-672-2231
Billing disputes	AEP Ohio	1-800-672-2231
Joining/Leaving Program	Supplier	
Program Regulatory Questions	Buckeye Energy Brokers	1-866-302-2237
Unresolved Disputes	Public Utilities Commission	1-800-686-7826

## 7. Rights and Responsibilities of Program Members

### 7.1 Universal Access to Aggregation Program

"Universal access" is a term derived from the traditional regulated utility environment in which all customers desiring service receive that service. For the purposes of this Program this will mean that all existing customers within the Township borders shall be eligible for service from the contracted supplier under the terms and conditions of the supply contract. It is a goal of the Program to provide the basis for aggregation of all Members on a non-discriminatory basis.

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

Existing customers in the Township currently receiving electric power through an Affinity Group offer or other similar mechanism will become members of the Program. Those members wishing to rejoin their group will need to Opt-out of the Program. Residents who are currently PIPP customers are not eligible to become Program Members.

### 7.2 Dispute Resolution

Members should make all efforts to address complaints or concerns in accordance with the guidance provided in section 6.0 "Procedures for Handling Customer Complaints" of this plan. If Members are unable to resolve their concerns through these channels, they may contact the Public Utilities Commission of Ohio (1-800-686-7826) or the Ohio Consumers Council (1-877-742-5622) for addition assistance.

### 7.3 Bill Payment

Members are required to remit and comply with the payment terms of FirstEnergy and/or their supplier if dual billing is used. This Program will not be responsible for late or no payment on the part of any of its members. Collection and credit procedures remain the responsibility of FirstEnergy, the selected Supplier and the individual Member.



## 7.4 Leaving the Aggregation Program

Members who wish to opt-out of the program may do so:

1. During the program's initial 21-day opt-out period;
2. Every two years without paying a switching fee; and
3. At any other time, but may be required to pay a switching fee

## 8. Reliability of Power Supply

The Program will only effect the generation source of power. AEP Ohio will continue to deliver power through their transmission and distribution systems. Responsibility for maintaining system reliability continues to rest with the local utility. If Members have service reliability problems they should contact AEP Ohio for repairs. The PUCO has established "Minimum Reliability Standards" for all utilities operating distribution systems in Ohio. Customer outages, duration of outages, interruptions, etc., will be monitored to ensure reliability remains at satisfactory levels.

In addition to maintaining the "wires" system, AEP Ohio is required to be the "Provider of Last Resort." This means, should the selected supplier fail for any reason to deliver any or all of the electricity needed to serve the Members needs, AEP Ohio will immediately provide for the shortfall. AEP Ohio would then bill the supplier for the power provided on their behalf. The Members would incur no additional cost.

## 9. Supplier Qualification Selection Criteria

Only Suppliers meeting strict criteria will be considered. The selected Supplier will need own generating facilities or be directly affiliated with a utility that does. Suppliers will need to be certified by the Public Utilities Commission of Ohio and registered with FirstEnergy Corporation to do business in their service territory. Both the certification and registration ensure that Suppliers are managerially, technically, and financially competent to perform the services they offer.

The successful bidder shall also demonstrate its creditworthiness by possessing an investment grade long-term bond ratings from at least two of the following rating agencies:

Standard & Poors	BBB or Higher
Moody's Investors' Services	Baa3 or Higher

## 10. Funding the Aggregation Program

The primary expenses of the Program are expected to be publication of notices, written notification to customers, switching fees due to AEP Ohio, regulatory fees and registration with the Public Utilities Commission of Ohio. Except, possibly, for the initial notification of customers, these expenses and administrative fees will be the responsibility of the selected Supplier.

## 11. Maintenance and Reporting of the Aggregation Program

The Township will rely on its consultant Buckeye Energy Brokers, Inc. to monitor and report on a quarterly basis. Buckeye Energy will track the performance of the selected Supplier, report on estimated savings and provide an analysis of current and future market conditions. Reports will be provided to the Township. Members wishing to view the reports should make arrangements to do so by contacting the Township Administration during normal working hours.

## 12. Professional Assistance

Due to the complexity of deregulation of the electric utility industry, the Township will consult with and obtain the necessary expertise to represent and administer the Program. The Township has contracted with Buckeye Energy Brokers, Inc. to provide energy consulting services.



B-3

St. Clair Township

Electric Aggregation Program Notification

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

Welcome to the  
St Clair Township  
Electric Aggregation Program

Hi <Contact\_First\_NM>,

January 15, 2024

We are pleased to let you know that St Clair Township has chosen Dynegy to be the preferred electricity supplier for you and your neighbors through its Electric Aggregation Program. In November 2011, your community gave the Township Trustees the authority to form a governmental aggregation program 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 \$0.06556 per kWh through your December 2025 meter read.
- Nothing will change! Continue to receive one monthly bill from your local utility, AEP Ohio. You'll notice that Dynegy will now show as a line item for the supply portion on your bill.
- AEP Ohio 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 **February 5, 2024**. 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 AEP Ohio 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/>.

With much appreciation,

St Clair Township & Dynegy

See Reverse for Frequently Asked Questions

Community: **St Clair Township**

☐

I do not wish to take advantage of the favorable rate negotiated through the **St Clair Township** Electric Aggregation Program. By checking this box, I understand that my account will not be included through the December 2025 term.

This opt-out card must be post marked by **February 5, 2024** and mailed to Dynegy, PO Box 650764 Dallas, Texas, 75265-0764

Customer Name \_\_\_\_\_ SDI Number \_\_\_\_\_

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

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

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

If you wish to permanently opt out of all electric aggregations, in addition to returning this opt out notice as indicated above you must add yourself to the Public Utilities Commission of Ohio "Do Not Aggregate" list. Visit <https://puco.ohio.gov/utilities/electricity/resources/electric-do-not-aggregate-list> to learn more.

## 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 keep this program?***

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

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

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

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

Call Dynergy 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

[dynergycustomerservice@dynergy.com](mailto: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 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 \$0.06556 per kWh through your December 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**

St. Clair Township has a wealth of experience in negotiating, contracting and providing for common services to residents. Some examples of experience as a service provider are:

1. Electric Generation "Opt-Out" Municipal Aggregation Program
2. Water Service
3. Police & Fire Services
4. Parks and Recreation

The Board of Trustees and Staff routinely negotiate for services and supplies that benefit the residents. However, due to the complexity of municipal aggregation, the township will rely on the services of Buckeye Energy Brokers, Inc. to assist them in designing, implementing and maintaining the Program. Buckeye Energy Brokers is a PUCO certified (00-002(9)) Electric Aggregator and Broker in the State of Ohio and a PUCO certified (02-006G(9)) Natural Gas Aggregator and Broker in the State of Ohio. They have experience working with over 200 buying groups in Pennsylvania, New Jersey, Maryland and Delaware.

**Contractual Arrangements for Capability Standards:** If the applicant is relying upon contractual arrangements with a third-party(ies) to meet any of the certification requirements, the applicant must provide with its application all of the following:

- St. Clair Township is contracting with the following consultant to provide third party assistance to assist in designing, implementing and maintaining its aggregation program:

Buckeye Energy Brokers, Inc.  
66 East Mill Street  
Akron, Ohio 44308  
(330) 730-4338

- Below is a detailed summary of services being provided:
  - Broker shall provide energy related Services, including but not limited to the following:
    - Volume data collection and verification
    - Energy savings estimates
    - Energy buying consultation
    - Write customized Request for Proposal (RFP)
    - All contact with potential energy suppliers
    - Release all necessary client information to switch energy suppliers
    - Pre-qualify any energy suppliers wishing to bid on the RFP
    - Contract negotiation and closing with selected supplier
    - Monitor energy cost savings with quarterly reports.

The township will utilize the coordinated billing services of the Local Utility and the selected Supplier. It is anticipated that all Members will receive a single bill from the Local Utility.

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

**3/11/2024 1:35:00 PM**

**in**

**Case No(s). 12-1038-EL-GAG**

Summary: Application for renewal electronically filed by Mr. Thomas M. Bellish on  
behalf of St. Clair Township.