



Public Utilities Commission

Competitive Retail Electric Service (CRES)
Governmental Aggregator Application

Case Number: 14 - 0112 - 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: Granville
Street Address: 141 East Broadway; PO Box 514
City: Granville State: OH Zip: 43023
Telephone: 740-587-0707 Website: www.granville.oh.us

A-2. Contact person for regulatory matters.

Name: Kevin Crewson
Street Address: 168 E Market St
City: Akron State: Oh Zip: 44308
Telephone: 330-603-2018 Email: kcrewson@energyharbor.com

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

Name: Christina Bauman
Street Address: 168 E Market St
City: Akron State: Oh Zip: 44308
Telephone: 330-336-7476 Email: cbauman@energyharbor.com

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

Street Address: 168 E Market St
City: Akron State: Oh Zip: 44308
Toll-free
Telephone: 866-636-3749 Email: n/a

Competitive Retail Electric Service Affidavit

County of Licking :

State of Ohio :

Herb Koehler, 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.

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.

Hub Kohl
Signature

2-13-24
Date

Village Manager
Title

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.

Herb Koehler, Village Manager
Signature of Affiant & Title

Sworn and subscribed before me this 13th day of February, 2024
Month Year

Autumn Klein
Signature of official administering oath

Herb Koehler, Village Manager
Print Name and Title



AUTUMN KLEIN
Notary Public
State of Ohio
My Comm. Expires
July 17, 2027

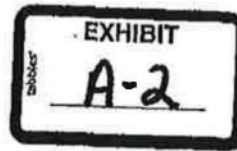
My commission expires on July 17, 2027



Public Utilities
Commission

Application Attachments

Exhibit B-1: Authorizing Ordinance



RESOLUTION NO. 2014-06

A RESOLUTION TO APPROVE THE VILLAGE OF GRANVILLE ELECTRICAL AGGREGATION PLAN OF OPERATION AND GOVERNANCE

WHEREAS, the Ohio legislature has enacted electric deregulation legislation that authorizes legislative authorities on municipal corporations, townships and counties to aggregate the retail electrical loads located within the respective jurisdictions and to enter into service agreements to facilitate for those loads the purchase and sale of electricity (Governmental Aggregation); and

WHEREAS, the question of Governmental Aggregation was submitted to the electorate of the Village of Granville on November 5, 2013 and was approved by a majority of the electors; and

WHEREAS, the Village of Granville, in conjunction with the Granville Township Trustees, held two public meetings on the Plan of Operation and Governance; and

WHEREAS, Granville Village Council seeks to approve and adopt the Plan of Operation and Governance, as shown in Exhibit A attached, and to establish a Governmental Aggregation program with opt-out provisions pursuant to Section 4928.20 of the Ohio Revised Code for the residents, businesses and other electric consumers in the Village of Granville; and

NOW THEREFORE BE IT RESOLVED by the Council of the Village of Granville, Ohio that:

Section 1: The Granville Village Council hereby adopts the Plan of Operation and Governance, hereby attached as Exhibit A, for Governmental Aggregation as an opt-out program.

Section 2: This resolution shall take effect and be in full force immediately upon passage.

Passed this 15th of January, 2014.


Mayor Melissa Hartfield

Attest:


Mollie Prasher, Clerk of Council

Approved as to form:

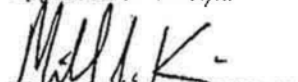

Michael King, Law Director

Exhibit B-2: Operation and Governance Plan

**ELECTRIC AGGREGATION
PROGRAM
VILLAGE OF GRANVILLE, OHIO**

PLAN OF OPERATION AND GOVERNANCE

**Adopted by the Village of Granville Council
January 15, 2014**

1. Purpose of Electric Aggregation Program

This Operations and Governance Plan has been developed in compliance with Ohio Revised Code, Section 4928.20 regarding governmental aggregation of electric service. The Village of Granville ("the Village") Aggregation Program ("Program") seeks to aggregate the retail electric loads of consumers located in the Village to negotiate the best rates for the generation supply of electric power. It has the potential to combine residential, small commercial and small industrial customers into a buying pool that will be attractive to third party suppliers. Participation in the Program is voluntary. Any individual customer has the opportunity to decline to participate (become a "Member") of the Program and to stay with or return to the standard offer of service from The Ohio Power Company ("Utility") or to enter into a power supply contract with any competitive retail electric supplier.

2. The Process for Municipal Aggregation

The process of governmental aggregation is set forth in Ohio Revised Code section 4928.20. On November 5, 2013, Granville voters approved the development of a form of government electric aggregation known as "opt-out" aggregation. As required by state law, the Village Council passed an Ordinance which authorized submitting the selection of opt-out aggregation to the Village's voters.

As required by regulations of the Public Utility Commission of Ohio (PUCO), the Village has developed this Electric Aggregation Program Plan of Operation and Governance" (the "Plan"). The Village will file an application with the PUCO for certification as a Government Aggregator as soon as the Village Council approves the Plan. Public notice of public hearings to consider the Plan was published in the Granville Sentinel, Granville, Ohio on December 5, 2013 and December 12, 2013, and two public hearings were conducted on December 18, 2013 at 5:00 PM and at 6:30 PM in accordance with section 4928.20 (C) of the Ohio Revised Code. The Opt-out Notice for the Village's Program will be sent to all eligible electric customers in the Village upon approval of this Plan, certification as a government aggregator, selection of a supplier and, implementation of the Aggregation Program.

Under the Opt-out program, all eligible electric consumers within the Village 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 the period of time specified in the notification sent to all eligible customers which shall be at least twenty-one days from the date of the postmark on the written notice. A similar opt-out period will be offered every three years during which Members can leave the Village's Program without paying a penalty.

Upon certification, the Village Council of Granville will select its Retail Electric Generation Provider ("Retail Electric Generation Provider" or "Provider") to provide the electric power for the Granville Aggregation Program. Under this Program, the Utility will continue to deliver the electricity purchased from the Village's provider, and all metering, repairs and emergency service will continue to be provided by the Utility.

All eligible load centers within the Village consuming less than 700,000 kWh over the most recent 12 months that do not opt out will be automatically enrolled in the Program. For eligible commercial and industrial customers with a peak load demand over the past 12 months of 200 kW or greater, Retail Electric Generation Provider shall pay for any interval meter required, and the customer is responsible for paying the installation and maintenance of an analog phone line or cellular phone modem.

3. Operational Plan

3.1 Provider: Granville will use a contractor to perform and manage aggregation services for its Members. The Village will select its Provider once certified by the PUCO. The Provider shall provide adequate, accurate, and understandable pricing terms and conditions of service, including any switching fees and the conditions under which a Member may rescind a contract without penalty. The Provider must provide the Village, if

requested, an electronic file containing the Members' usage, and charges. The Provider must have a local Granville phone number or a toll free number for Members to call.

3.2 Database: The Retail Electric Generation Provider will maintain a database of all Members, which shall include the name, address, Utility account number, the Provider's account number for each Member and other pertinent information such as rate code, rider code (if applicable), most recent 12 months usage and demand, and meter read cycle. This database will be updated at least quarterly. The Provider shall implement a process that will be able to accommodate at a minimum Members who (i) leave the program due to relocation outside the Village, (ii) opt out; (iii) decide to enter the Program; (iv) relocate within the Village, and (v) move into the Village and desire to enter the Program. This database shall be capable of eliminating Percentage of Income Payment Plan ("PIPP") customers from the Program, those customers who are on the "Do Not Aggregate" list maintained by PUCO, those customers served by other providers of competitive retail electric service and those who have opted out.

3.3 Member Education: The Provider will develop, in consultation with the Village, an educational program that provides Members with general information about the Aggregation Program, provides updates and disclosures required by Ohio law and regulations, and implements a process to allow any Member enrolled in the Program to opt-out of the program at least every three years, without paying a penalty to the Village or to the Provider.

3.4 Customer Service: Members will have multiple means of addressing complaints. As a general rule, concerns regarding service reliability should be directed to the Utility as appropriate, questions regarding the Program administration should go to the Village, and any unresolved disputes should be directed to the Public Utilities Commission of Ohio and/or The Ohio Consumers' Counsel (for Members who are residential consumers). Listed below is a table of toll-free numbers for members to call for assistance.

Nature of Complaint	Contact	Phone Number
Power interruptions or outages	The Ohio Power Company Co.	1-800-672-2231
Power turn on/off	The Ohio Power Company Co.	1-800-672-2231
Billing disputes	The Ohio Power Company Co.	1-800-672-2231
Joining/leaving Program	Energy Provider	To Be Determined
Unresolved disputes	Public Utilities Commission of Ohio	1-800-686-7826

Members should make all efforts to address complaints or concerns in accordance with the guidance provided above for Handling Customer Complaints. If Members are unable to resolve their concerns through these channels, they may contact the Public Utilities Commission of Ohio or (if they are residential customers) the Ohio Office of the Consumers' Counsel at the telephone numbers set forth above.

3.5 Billing: The Ohio Power Company will include Provider's charges for generation service on its monthly invoice. There will be no administrative fee for billing charged by the Provider. Provider will provide a budget billing option to residential accounts for supplier related charges for accounts where a minimum of 7 months of historical usage is available. Billing statements rendered by the Utility reflecting charges of Provider shall comply with the guidelines issued by PUCO.

Members are required to remit and comply with the payment terms of the Utility. 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 the Utility, the Provider and the individual Member.

3.6 Notification to Utility: Ohio Power Company consumers that do not opt-out of the Village's Aggregation Program will be enrolled automatically in the Program. Members in the Village's Aggregation Program will not be asked to take other affirmative steps in order to be included in the Program. To the extent that Ohio Power Company requires notification of participation by Members, the Village will coordinate with the Provider to submit such notice to Ohio Power Company. Provider will inform Ohio Power Company

Provider 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.

3.13 Reliability of Power Supply: The Program will only affect the generation source of power. The Utility Company will continue to deliver power through its delivery systems. Responsibility for maintaining system reliability continues to rest with the Utility. If Members have service reliability problems, they should contact the Utility 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, the Utility is required to be the "Provider of Last Resort." This means, should the selected Provider fail for any reason to deliver any or all of the electricity needed to serve the Members' needs, the Utility will immediately provide for the shortfall. The Utility would then bill the Provider for the power provided on their behalf. The Members would incur no additional cost.

4. Granville's Retail Electric Generation Provider: [To Be Determined]

The Electric Generation Provider shall satisfy each of the following requirements:

- Sufficient sources of power to provide retail firm power to Members in the Village
- Certified by PUCO as a provider of competitive retail electric service
- Registered as a generation provider with the Utility
- Certified Supplier Agreement executed with the Utility
- Management and personnel in place to sell retail firm power to the Utility customers in the Village
- Call center capable of handling the Village's Aggregation Program Member inquiries and customer service complaints
- Toll-free number as required by PUCO for customer service complaints relating to the Village's Aggregation Program
- Will execute Master Service Agreement with the Village
- Will assist the Village in filing the annual reports required by PUCO and Section 4905.10(A), Section 4911.18(A) and Section 4928.06(F) of the Ohio Revised Code.
- Will develop Consumer Education Plan in consultation with the Village.

5. Changes, Extension or Renewal of Master Service Agreement

If the Master Service Agreement is extended or renewed, Members will be notified as required by law and PUCO rules as to any change in rates or service conditions. At least every three years all Utility customers in the Village who are Members will be given an opportunity to opt out of the Program, and Opt out notices will be provided as required by PUCO rules. Members will also be notified of their right to return to Utility's Standard Service Offer or to select an alternate generation supplier.

6. Termination of Master Service Agreement

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

7. Liability

THE VILLAGE SHALL NOT BE LIABLE TO MEMBERS IN THE AGGREGATION PROGRAM FOR ANY CLAIMS, HOWEVER STYLED, ARISING OUT OF THE AGGREGATION PROGRAM OR THE PROVISION OF AGGREGATION SERVICES BY THE VILLAGE OR THE PROVIDER. MEMBERS IN THE AGGREGATION

PROGRAM SHALL ASSERT ANY SUCH CLAIMS SOLELY AGAINST THE PROVIDER PURSUANT TO THE MASTER SERVICE AGREEMENT.

8. Funding the Aggregation Program

The primary expenses of the Program are expected to be publication of notices, written notification to customers, regulatory fees and registration with the PUCO. These expenses and administrative fees will be the responsibility of the selected Provider.

Exhibit B-3: Opt-out Disclosure Notice



<FULLNAME>
<MAILING ADDRESS_1>
<MAILING ADDRESS_2>
<CITY>, <ST> <ZIP+4>

Welcome to the
Village of Granville
Electric Aggregation Program

Hi <Contact_First_NM>,

April 20, 2020

We are pleased to let you know that your community of the Village of Granville has chosen Dynegy to be the preferred electricity supplier for you and your neighbors through its Electric Aggregation Program. In November 2013, your community gave the Village Council the authority to negotiate the most favorable electricity supply rate and terms for you. We are very proud to have been chosen to serve you!

Here's What You Can Expect

- The program is simple! You're automatically enrolled and there's no enrollment, switching or early termination fee.
- Fixed Electricity Price of \$0.0529 kWh through your June 2023 meter reading
- 100% green energy through the purchase of renewable energy credits
- 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 May 11, 2020. 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/Granville-Village>.

With much appreciation,

Village of Granville & Dynegy

See Reverse for Frequently Asked Questions

Community: Village of Granville

☐

I do not wish to take advantage of the favorable rate negotiated through the Village of Granville 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 11, 2020** and mailed to Dynegy, PO Box 650764 Dallas, Texas, 75265-0764

Customer Name _____ SDI Number <<Account Number>>

Service Address _____

Service Address _____

Signature _____ Date _____

ABOUT THE PROGRAM

What is an Electric Aggregation Program?

Aggregation is an opportunity for cities, townships and counties to negotiate competitive 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?

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

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

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

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

Call Dynergy toll free at 888-682-2170. Customer Care Representatives are available Monday – Friday, 8:00 am - 7:00 pm ET. Or you can email DynergyCustomerService@Dynergy.com.

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

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

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

3. Price and Initial Term – The price for electricity (Price) will be \$0.05290 per kWh through your June 2023 meter read date (Initial Term). Electricity service under this Agreement will begin with the next available meter read date after DESE and Customer's electric utility process Customer's enrollment. In addition to delivering electricity, Customer's electric utility will continue to read Customer's meter, bill the Customer and respond to any outages. If Customer switches back to Customer's electric utility for any reason, Customer may or may not be served under the same rates, terms, and conditions that apply to other customers served by the electric utility. Price include DESE broker fees, but does not include any applicable taxes, fees or charges related to distribution service from the Customer's electric utility. If DESE wishes to lower the Price due to a change in market conditions, DESE may do so without Customer's consent provided there are no other changes to the terms and conditions of this Agreement.

4. 100% Green Energy Program - The Price for electricity shall be associated with the environmental attributes of electricity generated from a renewable energy resource. The renewable energy or "green" electricity plan include the purchase of Renewable Energy Credits ("RECs") equal to 100% of the net electricity delivered to customers. For additional information on green energy programs, please visit the PUCO's website at: <https://www.puco.ohio.gov/be-informed/consumer-topics/green-pricing-programs/>.

5. Length of Contract - As a part of your community's program, your service from DESE will commence with your next available meter reading after processing of enrollment by your electric utility, and will continue for the term as specified in the opt-out notification, ending on your meter read for the last month of service.

6. Billing and Payment – The charges for electricity provided by DESE will appear on Customer's monthly bill from Customer's electric utility, and is due and payable to Customer's electric utility on the same day the electric utility's bill is due. Customer will incur additional service and delivery charges from the Customer's electric utility. Customer should continue to follow any bill payment procedures between Customer and Customer's electric utility. Customer agrees to accept the measurements as determined by Customer's electric utility for purposes of accounting for the amount of electricity provided by DESE under this Agreement. Though DESE does not offer budget billing for the electricity provided, the customer may contact the Customer's electric utility to enroll in the utility budget billing program, if applicable. Customer has the right to request from DESE, twice within a twelve-month period without charge, up to twenty-four months of the Customer's payment history. The failure to pay electric utility charges may result in Customer being disconnected from service in accordance with the Customer's electric utility tariff.

7. Customer Cancellation or Termination of the Agreement – Customer's electric utility will send Customer a notice confirming the switch to DESE for electricity. **CUSTOMER MAY CANCEL THIS AGREEMENT WITHOUT PENALTY WITHIN SEVEN (7) CALENDAR DAYS OF THE POSTMARK ON THE ELECTRIC UTILITY'S CONFIRMATION NOTICE OF THE SWITCH TO DESE BY CONTACTING CUSTOMER'S ELECTRIC UTILITY BY TELEPHONE OR IN WRITING IN ACCORDANCE WITH THE CANCELLATION INSTRUCTIONS ON THAT NOTICE.** After the seven-day cancellation period, Customer must contact DESE to terminate this Agreement. There is no fee for early termination during any renewal term. Customer may terminate this Agreement without penalty if Customer moves outside of DESE's service area or into an area where DESE charges a different price for electricity.

8. DESE Termination of the Agreement – DESE may terminate this Agreement by giving Customer written notice of at least 14 calendar days if the Customer fails to make any payments under this Agreement or fails to meet any agreed-upon payment arrangements. DESE may also terminate this Agreement by giving Customer written notice if any Force Majeure Event (See Section 13 of this Agreement), as defined below, physically prevents or legally prohibits DESE from performing under the terms of this Agreement. Upon termination of this Agreement, Customer will return to Customer's electric utility for electricity unless Customer has selected another Competitive Retail Electric Service (CRES) provider. The effective date of any termination by Customer or DESE will be the next available meter read date after expiration of any required notice period and processing by the electric utility and DESE of the return of the Customer to the electric utility. Upon termination by any party for any reason, Customer will remain responsible for all charges for electricity through the date of termination.

9. Environmental Disclosure – This Agreement incorporates the information provided to Customer or made available to Customer at DESE's website (DynegyOhio.com) regarding the approximate generation resource mix and environmental characteristics of electricity supply.

10. Assignment – DESE may assign, subcontract or delegate all or any part of DESE's rights and/or obligations under this Agreement without consent from Customer. Customer shall not assign its rights and/or obligations under this Agreement without the prior written consent of DESE.

11. Customer Information – Customer authorizes DESE to obtain any information from Customer's electric utility necessary for DESE to perform this Agreement, including Customer's account name, account number, billing address, service address, telephone number, standard offer service type, meter readings, when charges hereunder are included on the electric utility's bill, and Customer's billing and payment information from Customer's electric utility. DESE is prohibited from disclosing Customer's social security number and/or account number(s) without Customer's consent except for DESE's own collections and credit reporting, participation in

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

programs funded by the universal service fund pursuant to section 4928.52 of the Revised Code, or assigning a customer contract to another CRES provider.

12. Dispute Resolution – If Customer has a billing or other dispute involving this Agreement, Customer may contact DESE at the telephone number, e-mail address or mailing address listed below. If your complaint is not resolved after you have called your electric supplier and/or your electric utility, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio consumers' counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.pickocc.org>.

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

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

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

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

Contact Information

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

Exhibit B-4: Experience and Plans

The Village of Granville routinely negotiates for services and supplies that benefit the residents of the Village. Due to the complexity of governmental aggregation, the Village has a valid contract with Dynegy Energy Services (East), LLC (“Dynegy”) to provide retail electric generation service for the Village governmental aggregation program. Dynegy currently provides competitive retail electric generation services throughout Ohio as a PUCO-certified CRES provider (PUCO Case No. 04-1323- EL-CRS; 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 an outside vendor to provide a 24/7 call center to support Dynegy’s customer programs, including the Village governmental aggregation program. Through its call center, Dynegy will respond to any customer inquiries or complaints regarding the electricity and aggregation services for the residents who participate in the program. The Village will respond to all other questions regarding its governmental aggregation program.

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

2/27/2024 9:20:25 AM

in

Case No(s). 14-0428-EL-GAG

Summary: Notice of withdrawal Notice to withdraw renewal application to be refiled within the 30-60 day window. electronically filed by Mrs. Kelly E. Dixon on behalf of Energy Harbor and Toronto.