



Public Utilities Commission

| Original GAG Case Number | Version |
|-----------------------------|-------------|
| 14- 52 -EL-GAG | August 2004 |

RENEWAL APPLICATION FOR ELECTRIC GOVERNMENTAL AGGREGATORS

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

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

A. RENEWAL INFORMATION

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

Legal Name Granville Township

Address P.O. Box 315, Granville, OH 43023-0315

PUCO Certificate # and Date Certified 14-777E(3), February 9, 2018

Telephone # (740) 587-3885 Web site address (if any) N/A

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

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

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

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

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

Name David Ricketts
Title Director, Retail Policy
Business address 1005 Congress Ave., Ste. 750, Austin, TX 78701
Telephone # (512) 349-6441 Fax # (512) 983-3229
E-mail address David.Ricketts@vistraenergy.com

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

Name Jim Vermeulen
Title Manager, Customer Advocacy Services
Business address 6555 Sierra Drive, Irving, TX 75039
Telephone # (972) 868-3945 Fax # (877) 304-2608
E-mail address Jim.Vermeulen@vistraenergy.com

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

Customer Service address 6555 Sierra Drive, Irving, TX 75039
Toll-free Telephone # (877) 331-3045 Fax # (877) 213-6426
E-mail address DynegyCustomerService@dynegy.com

[Signature] Township Trustee Chair
Signature of Applicant & Title

Sworn and subscribed before me this 20 day of November, 2019
Month Year

[Signature]
Signature of official administering oath

Jerry A. Miller, Notary
Print Name and Title
Township Fiscal Officer

My commission expires on 2-20-2022



JERRY A. MILLER
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
2-20-2022

AFFIDAVIT

State of Ohio :

Granville ss.
(Town)

County of Licking :

Dan VanDress, Affiant, being duly sworn/affirmed according to law, deposes and says that:

He/She is the Trustee (Office of Affiant) of Granville Township (Name of Applicant);

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

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

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

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

[Signature] Township Trustee chair
Signature of Affiant & Title

Sworn and subscribed before me this 20 day of November, 2019
Month Year

[Signature]
Signature of official administering oath

[Signature] Notary
Print Name and Title Township Fiscal Officer

My commission expires on 2-20-2022



JERRY A. MILLER
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
2-20-2022

**RESOLUTION AUTHORIZING ACTIONS NECESSARY TO EFFECT A
GOVERNMENTAL ELECTRICITY AGGREGATION PROGRAM WITH OPT-OUT
PROVISIONS (ORC 4928.20)**

The Board of Township Trustees of Granville Township, Licking County, Ohio, met in regular session on the 26 day of June, 2013, with the following members present:

Trustee Paul Jenks Trustee Bill Mason Trustee Dan VanNess

Trustee VanNess moved the adoption of the following:

WHEREAS, the Board, pursuant to Ohio Revised Code Section 4928.20, is authorized to aggregate the retail electrical loads located within the unincorporated areas of the Township and to enter into service agreements to facilitate for those loads the sale and purchase of electricity ("Governmental Aggregation"); and,

WHEREAS, the Board is also authorized to exercise the authority granted in R.C. 4928.20 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 thereunder, which would not otherwise be available to those electricity customers individually; and,

WHEREAS, the Board now seeks to establish a Governmental Aggregation Program with opt-out provisions, in accordance with R.C. 4928.20, for the residents, small businesses and other electricity consumers in the unincorporated areas of the Township.

NOW, THEREFORE, BE IT RESOLVED: that the Board of Trustees hereby finds and determines that it is in the best interest of the Township, its residents, small businesses, and other electricity consumers located within the unincorporated areas of the Township to establish a Governmental Aggregation Program (the "Program").

BE IT FURTHER RESOLVED: provided that the Program is approved by the electors of the Township, the Board is hereby authorized to automatically aggregate, in accordance with R.C. 4928.20, the eligible retail electric loads within the unincorporated areas of the Township, and, for that purpose to enter into service agreements to facilitate for those loads the purchase and sale of electricity. The Board may exercise such authority jointly with any other legislative authorities/political subdivisions of the State, to the full extent permitted by law, which may include the use of an energy broker/consultant/aggregator, so long as the broker/consultant/aggregator is certified by the Public Utilities Commission of Ohio.

BE IT FURTHER RESOLVED: that the Program will occur automatically for each person owning, occupying, controlling or using an electric load center proposed to be aggregated and the Program will provide for the opt-out rights established in R.C. 4928.20.

BE IT FURTHER RESOLVED: that the question of the Board's authority to aggregate shall be submitted to the electors of the unincorporated areas of Granville Township, Licking County, Ohio at the same time as the General Election to be held in the usual voting places within said Township on the 5th day of November 2013.

BE IT FURTHER RESOLVED: that the form of the ballots to be cast at such election shall be:

A majority vote shall be necessary for passage.

Shall the Board of Trustees of Granville Township have the authority to aggregate the retail electric load located in the unincorporated areas of the Township, such aggregation to occur automatically except where any person elects to opt-out?

YES

NO

BE IT FURTHER RESOLVED: that the Fiscal Officer of Granville Township be, and hereby is, directed to certify a copy of this Resolution to the Board of Elections of Licking County, Ohio, and cause notice of the same to be given as required by law.

Trustee Mason Seconded the Motion, and the roll being called upon its adoption, the vote resulted as follows:

Yea: Trustee Jenks, Trustee Mason, Trustee VanNess

Nay: None

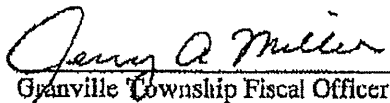
Dated this 26 day of June 2013.

Jerry A. Miller
Granville Township Fiscal Officer

**FISCAL OFFICER'S CERTIFICATION
TO THE BOARD OF ELECTIONS OF LICKING COUNTY, OHIO:**

I hereby certify that the foregoing is a true and accurate copy of the Resolution of the Board of Township Trustees of Granville Township, Licking County, Ohio, adopted on the 26 day of June 2013 at its regular meeting.

Dated this 26 day of June 2013,


Granville Township Fiscal Officer

Trustee Mason seconded the motion and with no further discussion the motion was approved with Jenks-Yes, Mason-Yes, and VanNess-Yes.

CERTIFICATE OF RESULT OF ELECTION ON QUESTION OR ISSUE

Revised Code, Section 3501.11

State of Ohio
County of Licking }

The Board of Elections of Licking County hereby

certifies that at the election held in the Granville Township
(Name of Subdivision)

on the 5th day of November, 2013, the vote cast on the following issue was
as follows:

Issue Electric Aggregation

(Tax levy, bond issue, miscellaneous question, etc.-describe fully)

Votes Nine hundred fifty-two
(For, yes, etc.-as on ballot)

952
(Number)

Votes Four hundred ninety-four
(No, against, etc.-as on ballot)

494
(Number)

Total vote cast on issue:

1446
(Number)

IN WITNESS WHEREOF, we have hereunto subscribed our names officially at Newark
Ohio, this 26th day of November, 2013

Gregory Ann Zella
Steven D. Hornung Chair
Andrew Heston
Robert J. Hunt

Attest: Shirley L. Linnick
Director

BOARD OF ELECTIONS

Licking County, Ohio



GRANVILLE TOWNSHIP TRUSTEES
BOX 315
GRANVILLE OH 43023-0315

RESOLUTION
Granville Township
December 19, 2013

**A RESOLUTION TO APPROVE GRANVILLE TOWNSHIP ELECTRICAL
AGGREGATION PLAN OF OPERATION AND GOVERNANCE TO BE
PRESENTED TO THE PUBLIC UTILITIES COMMISSION OF OHIO**

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; and

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

Granville Township Trustees and the Village of Granville, held two public meetings on December 18, 2013 for review of the Plan of Operation and Governance; and

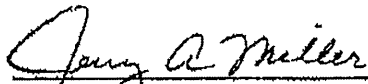
Granville Township seeks to approve and adopt the Plan of Operation and Governance and to establish a Governmental Aggregation program with opt-out provisions, that at a minimum, comply with Section 4928.20 of the Ohio Revised Code for the residents, businesses and other electric consumers in the Village of Granville; and

This Resolution shall take effect and be in full force immediately upon passage.

Passed by motion of Trustee Dan VanNess, seconded by Trustee Bill Mason, on December 19, 2014. Motion carried 3-0.

I hereby certify that the foregoing is a true and accurate copy of the Resolution of the Board of Township Trustees of Granville Township, Licking County, Ohio adopted on the 19 day of December 2013, at its regular meeting.

Dated this 19 day of December 2013



Jerry A. Miller
Granville Township Fiscal Officer

**ELECTRIC AGGREGATION
PROGRAM
GRANVILLE TOWNSHIP, LICKING
COUNTY OHIO**

PLAN OF OPERATION AND GOVERNANCE

**Adopted by the Granville Township Board of Trustees
December 19, 2013**

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 Granville 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, 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 Township voters approved the development of a form of government electric aggregation known as "opt-out" aggregation. As required by state law, the Township Board of Trustees passed an Ordinance which authorized submitting the selection of opt-out aggregation to the Township's voters.

As required by regulations of the Public Utility Commission of Ohio (PUCO), the Township has developed this Electric Aggregation Program Plan of Operation and Governance" (the "Plan"). The Township will file an application with the PUCO for certification as a Government Aggregator as soon as the Township Board of Trustees 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, 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 Township's Program will be sent to all eligible electric customers in the Township 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 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 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 Township's Program without paying a penalty.

Upon certification, the Township Board of Trustees will select its Retail Electric Generation Provider ("Retail Electric Generation Provider" or "Provider") to provide the electric power for the Granville Township Aggregation Program. Under this Program, the

Utility will continue to deliver the electricity purchased from the Township's provider, and all metering, repairs and emergency service will continue to be provided by the Utility.

All eligible load centers within the Township 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 Township will use a contractor to perform and manage aggregation services for its Members. The Township 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 Township, if requested, an electronic file containing the Members' usage, and charges. The Provider must have a local Granville Township 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 Township, (ii) opt out; (iii) decide to enter the Program; (iv) relocate within the Township, and (v) move into the Township 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 Township, 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 Township 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 Township, 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 Township's Aggregation Program will be enrolled automatically in the Program. Members in the Township'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 Township will coordinate with the Provider to submit such notice to Ohio Power Company. Provider will inform Ohio Power Company of any consumers who may have been permitted to join the Program after the expiration of the enrollment period.

3.7 Rates: The prices to be charged by the Retail Electric Generation Provider to Members in the Program will be set by Township Board of Trustees after negotiations with the Provider. Members will be notified of the rates and terms of the Program through the local newspaper and the Township's website and in Opt-out forms sent to all eligible consumers by the Provider. Final Opt-out forms and any supplemental Opt-out forms will be docketed with the PUCO no more than 30 days but at least 10 days prior to mailings as the regulations require.

3.8 Charges: Certain fees assessed by the Utility are non-bypassable, and will continue to be billed by the Utility. These charges apply whether a consumer in the Township becomes a Member of the Program or opts out.

3.9 Switching Fees: There are no switching fees assessed to customers that join the governmental aggregation program from the Utility standard offer. The Provider shall not assess a fee to join the Program.

3.10 Program Participation: Customers who meet the following criteria will become members of the aggregation Program:

- Have not opted out of the Program
- Are not participants in the Percentage of Income Payment Plan (PIPP)
- Are not included on the PUCO's "Do Not Aggregate" List
- Are not receiving competitive retail electric service from another provider
- Are not receiving service under a special arrangement with the Utility
- Have a Utility rate code that permits shopping for electric generation supplies.

3.11 Opt-Out Disclosure: The Township has adopted an "Opt-out" form of Governmental Aggregation pursuant to section 4928.20 of the Ohio Revised Code. The Township will notify in writing consumers owning, occupying or using a load center that the consumers will be enrolled automatically in the Aggregation Program and will remain so enrolled unless the consumer affirmatively elects by the following procedure not to be so enrolled. Any such person that opts out of the Aggregation Program pursuant to the stated procedure shall default to the standard service offer provided by the Utility unless or until the person chooses an alternative Supplier.

Opt-out Procedure:

1. The Township distributes the Opt-Out Form (refer to Exhibit A "Automatic Aggregation Disclosure");
2. Recipients have at least twenty-one (21) days from the date of postmark on the written notice to notify the Township or its designee of election to opt out;
3. The Township will exclude those opting out from the Program;
4. Customers who do not opt out using this procedure will receive written notification from the Utility stating that they are about to be switched to the Program and have seven (7) days if they wish to rescind the contract;
5. The Provider will commence generation service to Members who have not rescinded their contracts within the seven (7) day notification period beginning with the Member's normal meter read date within the month when power deliveries begin under the Aggregation Program.
6. At Least every three years, Members will be notified of their right to opt out of the Program without paying any penalty, following the same procedure for opting out set forth above.

7. At any other time, a Member may opt out of the Program.

3.12 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 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 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 Township'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 Township
- 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 Township
- Call center capable of handling the Township's Aggregation Program Member inquiries and customer service complaints
- Toll-free number as required by PUCO for customer service complaints relating to the Township's Aggregation Program
- Will execute Master Service Agreement with the Township
- Will assist the Township 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 Township.

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 Township 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 TOWNSHIP 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 TOWNSHIP 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.



Granville Township (Licking Co.) Electric Aggregation Program

<insert customer name>>
<insert customer address>>

<<post mark date>>

Dear Granville Township Residents and Businesses,

Granville Township is offering you an opportunity to participate in an Electric Governmental Aggregation Program. On November 5, 2013 Township voters gave the Trustees the authority to form a governmental aggregation program to negotiate a favorable electricity supply rate and terms for its residences and businesses. The Township trustees are pleased to announce that Dynergy has been selected as the preferred supplier for the program. As an eligible resident or small business, you will be automatically enrolled in the program unless you choose to opt-out (not participate) by **April 18, 2019**.

Program Details:

- **Fixed Electricity Price** of 5.75¢ per kWh through your June 2020 meter reading.
- **One energy bill** from AEP Ohio, your local utility.
- **No Fee** to cancel at any time.
- AEP Ohio continues to deliver your electricity and maintain the electric lines and respond to emergencies.

Program Enrollment

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

How to Opt-Out

If you do not wish to participate, you must opt-out no later than **April 18, 2019**. You can do this by completing and returning the reply card below or by calling 888-682-2170.

If you choose to opt out (not participate), you may do so at no charge during this initial enrollment period and you will not be served by Dynergy. If you become part of the aggregation, you may cancel the agreement at any time at no charge by providing notice to Dynergy. If you choose to opt out of the program at this time, or if you choose to leave the program at a later date, you will be served by your utility 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. For questions, contact Dynergy at DynergyCustomerService@dynergy.com or call 888-682-2170. Please see the enclosed Terms and Conditions for full details regarding the rate option and other terms of the program.

Regards,

Granville Township and Dynergy

Community: Granville Township

☐

I do not want to participate in the Granville Township Electric Aggregation Program.
By checking this box, I understand that my account will not be included in the program.

This opt out must be post marked by June 30, 2019 and mailed to
Dynergy, PO Box 650764 Dallas, TX 75265-0764

Please fill out the required information in **bold**:

Customer Name _____ **SDI Number** <<Account Number>>

Service Address _____

Signature _____ **Date** _____

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

1. Purchase of Electricity – Dynegy Energy Services (East), LLC (DES) 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 5.75¢ per kWh through your June 2020 meter read date (Initial Term). Electricity service under this Agreement will begin with the next available meter read date after DES 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. The electric utility may charge switching fees to the Customer. The Price includes broker fees, but does not include any applicable taxes or fees or charges from the Customer's electric utility. If DES wishes to lower the Price due to a change in market conditions, DES 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 DES 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 DES 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 DES under this Agreement. Though DES 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 DES, 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 DES 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 DES 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 DES to terminate this Agreement. If Customer terminates this Agreement after the seven-day cancellation period and before the end of the Initial Term, Customer will be charged no early termination fee. There is no fee for early termination during any renewal term. Customer may terminate this Agreement without penalty if Customer moves outside of DES's service area or into an area where DES charges a different price for electricity.

7. DES Termination of the Agreement – DES 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. DES 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 DES 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 DES will be the next available meter read date after expiration of any required notice period and processing by the electric utility and DES 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 DES's website (DynegyOhio.com) regarding the approximate generation resource mix and environmental characteristics of electricity supply.

9. Assignment – DES may assign, subcontract or delegate all or any part of DES'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 DES.

10. Customer Information – Customer authorizes DES to obtain any information from Customer's electric utility necessary for DES 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. DES is prohibited from disclosing Customer's social security number and/or account number(s) without Customer's consent except for DES'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.

Dynegy Energy Services (East), LLC

Residential and Small Commercial Electric Supply Agreement Terms and Conditions

11. Dispute Resolution – If Customer has a billing or other dispute involving this Agreement, Customer may contact DES 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>.

12. Limitation of Liability – Customer agrees that neither DES nor any of its employees, affiliates, agents, or subcontractors (collectively, DES 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 DES 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 DES Parties' liability will be limited to direct actual damages only. In no event will the DES 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 DES. 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). DES has no control over Regulatory Events. If any Regulatory Event makes this Agreement uneconomic or unprofitable for DES, Customer agrees that DES may in its sole discretion propose new contract terms to Customer, including, without limitation, an increased price for the electricity delivered by DES under this Agreement. If DES proposes new contract terms in accordance with this clause, DES will provide written notice to the Customer that identifies (1) the Regulatory Event(s) at issue, (2) the new contract terms proposed by DES, and (3) when the new contract terms will take effect following Customer's acceptance. Customer will have thirty (30) days from the date of the written notice to affirmatively accept or reject the new contract terms. If Customer does not affirmatively accept the new contract terms within thirty (30) days of the written notice, this Agreement will terminate without penalty on the next available meter read date after the expiration of the thirty-day notice period and processing by the electric utility and DES, after which Customer will return to Customer's electric utility or another CRES provider of Customer's choosing for electricity.

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 DES toll free at 855-326-0520. 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 DES by email at DynegyEnergyServicesOhio@dynegy.com, or by US Mail at DYNEGY, LLC, PO Box 650764 Dallas, TX 75265-0764. Customer may also visit Dynegy's website at <https://www.dynegy.com/electric-supplier>.

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Summary: Application Granville Township's Renewal Application for Governmental Aggregation electronically filed by Kendall C Kash on behalf of Dynegy Energy Services (East), LLC