



March 24, 2025



## Clearcreek Township Community Electric Aggregation Notification

Dear Resident or Small Business,

Welcome to your community electric aggregation program. Members of our community voted in favor of government aggregation, a program authorizing local officials to purchase electricity from a retail electric generation supplier certified by the Public Utilities Commission of Ohio (PUCO). Dynegy has been selected as our certified electric generation supplier.

### How You Benefit

By participating, you'll receive the following exclusive pricing on the electric generation portion of your electric utility bill:

Your Electric Utility	Dynegy Fixed Price <sup>1</sup>	Current Term End <sup>2</sup>	Early Termination Fee
AES Ohio	9.44 cents (\$0.0944) per kWh	May 2026	None

### Same Reliable Service

Your electric utility will continue to deliver your electricity, maintain the electric lines, and respond to emergencies. You will continue to receive a single, easy-to-read bill from your electric utility with the Dynegy generation supply charges included. There is no cost for enrollment, you will not be charged a switching fee, and **you do not need to do anything to participate.**

### Opt Out Information

If you do not want to participate in the aggregation program, you must complete **one** of the following by the opt out deadline:

- **MAIL** Return the enclosed **Opt Out Reply Form**
- **PHONE** Call Dynegy at **1-833-241-4599**
- **WEB** Enter your **Opt Out Code** online at [dynegy.com/optout](https://www.dynegy.com/optout)

Opt Out Deadline
April 14, 2025

### Enrollment Information

Unless you choose to opt out, you will be automatically included in the program pending acceptance of the enrollment request by your electric utility. Participation will commence on your next available meter-read date thereafter. It may up to 45-60 days for Dynegy and the community electric aggregation price to be reflected on your future electric utility bills.

If you are not currently receiving electric generation from Dynegy, your electric utility will send you a letter confirming your enrollment. To join the aggregation program and receive its exclusive pricing, **no action is necessary when this letter arrives.**

Following the opt out deadline, **you may leave the program at any time and will NOT be charged an early termination fee.**

Please refer to the enclosed Terms and Conditions and FAQs (reverse) for more information. Community members with questions regarding the electric aggregation program should **contact Dynegy directly** at 1-888-682-2170 any day of the week from 8 a.m. to 11 p.m. EST or email [dynegycustomerservice@dynegy.com](mailto:dynegycustomerservice@dynegy.com).

Sincerely,

**Clearcreek Township**

## Community Electric Aggregation - Frequently Asked Questions v.3.25

### Who is Dynegy?

For over 30 years, Dynegy has helped millions of Americans throughout the Northeast, Mid-Atlantic and Midwest power their homes and businesses. Dynegy delivers simple, price-protected electricity plans for residential, government aggregation, commercial and industrial customers alike. Dynegy is committed to the communities it serves and gives back through local partnerships. Our community is one of hundreds who have chosen Dynegy to provide aggregation programs.

### How was an electric generation supplier chosen on my behalf?

Community electric aggregation, referred to as government aggregation in Ohio, allows cities, townships, and counties to bring citizens together to gain group buying power for the purchase of competitively priced electricity from a retail electric generation supplier certified by the Public Utilities Commission of Ohio (PUCO). Residents voted to allow the community officials to contract with an electric generation supplier on their behalf. Dynegy has been selected to supply you with exclusive pricing on the generation portion of your electric bill.

### <sup>1</sup> What does it mean to have a fixed price?

The price you will receive each month does not change, subject to the Terms and Conditions. If this notification or the associated Terms and Conditions indicate a price for the community is a Green or Carbon Free Fixed Price product:

Green means your electricity is paired with a Renewable Energy Certificate (REC). A REC represents the environmental benefit of electricity generated by a renewable energy resource like wind or solar. For every unit of renewable energy generated, a REC is created. For every kWh you use, Dynegy purchases the percentage (%) of RECs associated with this offer from a renewable energy source, supporting renewable electricity production. The % of RECs paired with your electricity is in addition to the state-minimum requirement for Ohio. Carbon Free means the energy you use is backed by Emission Free Energy Certificates (EFECs).

### How will I benefit by participating in the program?

Aggregation programs are intended to provide price stability. Savings are not guaranteed but may occur in months when the community aggregation price is less than your electric utility's Price to Compare (PTC).

### What does it mean to opt out?

Opt out means that you can decide to not participate. If your opt out is received by the deadline, your pending enrollment will be canceled, you'll remain on your electric utility's standard service offer for the generation charges of your bill, and you will not receive further aggregation notifications from Dynegy until the end of the current term, or other period required by the PUCO.

### What happens if I do not opt out?

If your opt out is not postmarked by the opt out deadline you will be automatically included in the community aggregation program.

### Can I opt out of the program after the opt out deadline?

Yes. You may leave the aggregation program at any time. You will not be charged an early termination or cancellation fee if you choose to leave the program at later date for any reason.

### What are my energy supply choices if I opt out?

If you opt out or leave the program prior to the current term end you will be returned to your electric utility's standard service offer and might not be served under the same rates, terms, and conditions that apply to other customers served by the utility. This may take 1-2 billing cycles depending on your meter-read dates. Dynegy may offer non-aggregation offers in your electric utility service territory or you may also shop for an alternative supplier. For a list of suppliers certified by the PUCO and their current prices call 1-800-686-PUCO (7826).

### Can I rejoin the program at a later date?

Yes. If you opt out or otherwise leave the program and meet the eligibility requirements outlined in the Terms and Conditions, you may call Dynegy to return to the program at any time.

### <sup>2</sup> What happens at the end of the current term?

Per Ohio law, aggregation participants must be presented with the opportunity to opt out of the program at least every three years. This program does not automatically renew, and prior participation does not constitute eligibility for subsequent terms. If still eligible prior to the end of the current term and the aggregation is renewed for a subsequent term whether with Dynegy or another supplier, you will receive a new opt-out notification communicating the terms and conditions of service and the new exclusive price. If the current price was negotiated for a period greater than three years, the notice will extend the current exclusive pricing through end of the negotiated term. In either case, you can choose to opt out, rejoin, or remain in the program.

### Why am I receiving this notification if I previously opted out?

Opt out notifications are sent to all eligible accounts listed on the utility's aggregation list at the start of a new term regardless of any opt out from a prior term or program. If you receive a new opt out notice, you must take affirmative action to opt out once again. If you wish to permanently opt out of future electric aggregations, you must add your account to the PUCO "Do Not Aggregate" list. Please ensure that the account information you provide matches the information the EDU has included on its aggregation list. To learn more, visit [www.puco.ohio.gov/do-not-aggregate](http://www.puco.ohio.gov/do-not-aggregate).

### Can I still have my bill payments automatically deducted?

Yes. How you pay your electric utility bill will not change.

### Will Dynegy continue budget billing my supplier charges?

Duke Energy, Ohio Edison, Toledo Edison, and The Illuminating Company include supplier charges in your monthly budgeted amount and will continue to provide that service. If you would like to enroll in budget billing contact your electric utility directly. Dynegy will NOT automatically budget the supplier charges on your electric utility bill in AES Ohio or AEP Ohio. If you are on, or enter into, a budget billing plan in AES Ohio or AEP Ohio with at least 10 months of billing history, you are eligible to request budget billing for your electric generation service with Dynegy. If you do not meet Dynegy's minimum requirements, you won't be able to participate in a Dynegy budget billing plan and your electric utility may not budget the generation portion of your bill.

### Who is NOT eligible for an electric aggregation program?

In accordance with Ohio regulations, the following customer accounts are not eligible for this program: 1) accounts with service addresses outside the geographic boundaries of the contracted community or participating communities 2) accounts enrolled in the Percentage of Income Plan Program (PIPP) 3) mercantile accounts with usage greater than 700,000 kWh per year or 100 kW monthly demand or 4) national accounts involving multiple facilities in one or more states. Customers receiving service from another competitive supplier, those with overdue payments, and eligible residents who were not sent this notification will NOT be automatically included in the program but may call Dynegy to opt in at any time. If your account subsequently becomes ineligible after enrollment or has an outstanding balance, Dynegy reserves the right to return the account to the electric utility's standard service offer. To the extent possible, Dynegy may attempt to identify if they serve another program for which you are eligible.

### Can I participate if my account is net-metered?

Yes. If your account is taking service under a net-metering tariff you are eligible to participate and will continue to receive the benefits and any compensation owed through your electric utility per the utility tariff and state rules. Dynegy does not provide credit or any compensation for excess generation.

### How can I report a power outage or problem with my service?

You will continue to call your electric utility for power outages, problems with your service, or questions about your monthly bill.

Municipal Aggregation – Ohio Electric Terms and Conditions	
Electric Distribution Utility (“EDU”)	AES Ohio
Default Product	Fixed Price
Default Price and Term	9.44 cents (\$0.0944) per kWh through your <b>May 2026</b> meter read
Optional Opt-In Product	None
Optional Opt-In Price and Term	None
Cancellation or Early Termination Fee	None

These Terms and Conditions apply to you because you are enrolling for electric generation service with Dynergy Energy Services (East), LLC (“Dynergy”) through either (a) affirmative consent or (b) not opting out of your community electric aggregation program with Dynergy (the “Program”). If you enroll by affirmative consent, these Terms and Conditions are your Agreement (“Agreement”). If you choose to remain in the Program by not “opting-out” or exercising the right of rescission, these Terms and Conditions and your opt-out notification are your Agreement. Please keep a copy of this Agreement for your records.

Dynergy is certified by the Public Utilities Commission of Ohio (“PUCO”) to offer and supply electric generation services in Ohio. As a Competitive Retail Electric Service (“CRES”) provider, Dynergy will supply the electric generation to your Electric Distribution Utility (“EDU”) based on your usage. Your EDU then distributes or delivers the electricity to you. Dynergy sets the electric generation service price that the customers pay. Generation prices are the charge for the production of electricity. The Federal Energy Regulatory Commission regulates transmission prices and services which are charges for moving high voltage electricity from a generation facility to the distribution lines of the EDU. The PUCO regulates distribution prices and services which are the basic service for delivering electricity over a distribution system to a customer from the transmission system.

**Eligibility:** Only residential and small commercial customer accounts with service addresses located within the geographic boundaries of the community or participating communities as defined by the Program master agreement may enroll in this offer. The following customer accounts are not eligible for this offer: (1) accounts with service addresses outside the geographic boundaries of the Program (2) accounts enrolled in the Percentage of Income Plan Program (“PIPP”) (3) mercantile accounts with usage greater than 700,000 kWh per year or 100kW monthly demand, or (4) national accounts involving multiple facilities in one or more states. Accounts under contract or shopping with another CRES provider are not eligible for automatic inclusion in the aggregation Program but may enroll by affirmative consent. Dynergy reserves the right to refuse Program enrollment to any account with an outstanding balance and such accounts may be excluded from automatic inclusion in the Program. If you enroll by affirmative consent, you are responsible for providing Dynergy with accurate account information and attesting to the account’s eligibility for the Program. If said information is incorrect, Dynergy reserves the right to reprice the applicable account(s) or terminate the Agreement. EDU tariffs under which you are served, including your EDU rate code and the EDU-provided aggregation lists are subject to change over time. You understand that the EDU is responsible for creating the aggregation list, which may not always be accurate. You understand it is your responsibility to ensure the EDU’s records reflect your accurate service and billing addresses. If any account does not meet these eligibility requirements or is deemed ineligible after enrollment, even if previously served in the Program, Dynergy reserves the right to terminate this Agreement and take the necessary action to return you to your EDU’s standard service offer. Prior participation in the Program does not constitute future eligibility. If your account information matches an account that was added to the PUCO’s Do Not Aggregate list at least 60-days prior to the date of an opt-out mailing, your account will be excluded from the opt-out mailing and will be removed at renewal or at periodic points required by the PUCO. If you opt-out or otherwise leave the Program, you may opt back in but Dynergy reserves the right to charge a different rate.

**Price:** During the length of this Agreement, you agree to pay Dynergy the price specified in the table above for either the Default Product, or if selected, an Optional Opt-In Product for retail electric service (“Service”). Dynergy’s price does not include any applicable taxes, fees, or charges related to distribution services from the EDU. Your price may include a fee assessed by an agent, broker, or consultant representing your community. Dynergy reserves the right to lower the price due to a change in market conditions and may do so without your consent provided there are no other changes to the terms and conditions of this Agreement.

**Term:** As a part of this Program, your Service from Dynergy will commence with the next available meter reading after processing of the enrollment by your EDU, which may take 1-2 bill cycles depending on your meter-read and will continue through the term length specified in the table above (the “Term”). An explicit contract start is not defined by this Agreement. This Agreement does not automatically renew. Automatic inclusion in any subsequent renewal of the community program is not guaranteed per the eligibility requirements outlined under the Eligibility section of this Agreement. The Program may be terminated prior to the Term end pursuant to the terms of the master agreement between Dynergy and the community. Should the Program be terminated, you will be returned to your EDU’s standard service offer or its successor. If the Term exceeds 36 months for the current Program term as defined by the master agreement between Dynergy and the community, at least every three (3) years you will be given notice of your opportunity to opt-out of the Program at no cost. Should you choose to opt-out of the Program, you will be returned to your EDU’s standard service offer established pursuant to section 4928.14 of the Ohio Revised Code (“ORC”) unless you choose an alternate supplier of electricity.

**Right of Rescission:** If you do not opt-out or you give your affirmative consent and are enrolled to receive generation service from Dynergy, your EDU will send you a confirmation letter. You have the right to rescind your enrollment within seven (7) calendar days following the postmark date of the confirmation letter by contacting the EDU by telephone or in writing as described in the letter, and your EDU will provide you with a cancellation number to confirm your cancellation. The right of rescission only applies when a customer switches to a generation supplier and not on renewal enrollments. Your EDU will not send a confirmation notice upon any renewal of this Agreement.

**Billing:** You will receive a monthly consolidated bill from your EDU for both your Dynergy and EDU charges. If you do not pay your bill by the due date, Dynergy may cancel this Agreement after giving you a minimum of fourteen (14) days written notice. Upon cancellation you will be returned to your EDU’s standard service offer. You will remain responsible to pay Dynergy for any electricity used before this Agreement ends, as well as any late payment charges, if applicable. Dynergy does not charge you switching fees. Your EDU may charge you switching fees. Dynergy reserves the right to convert you from consolidated billing to dual billing if such a conversion will facilitate more timely billing, collections, and/or payment. Furthermore, your failure to pay EDU charges may result in your electric service being disconnected in accordance with the EDU tariff. You have the right to request from Dynergy, twice within a twelve (12) month period, up to twenty-four (24) months of payment history, without charge. Dynergy does not offer budget billing for all aggregation programs or EDU service territories, but you may contact your EDU to enroll in your EDU’s budget billing program if applicable. If you have 10 months of billing history in AES Ohio and AEP Ohio service territories, you are eligible to request budget billing for your electric generation service with Dynergy. If you do not meet Dynergy’s minimum eligibility requirements you won’t be able to participate in a budget billing plan with Dynergy and your EDU may not budget the generation portion of your bill. Your budget billing plan with Dynergy will be established for a 12-month period. At the end of the 12-month period, Agreement expiration, or early termination of this Agreement, you are responsible for payment of the budget bill balance upon final contract true up. Dynergy reserves the right to adjust your monthly budget amount prior to final contract true up. If you do not pay the full amount owed Dynergy by the due date of the bill, Dynergy reserves the right to charge a 1.5% per month late payment fee.

**Customer Cancellation or Early Termination:** You may terminate this Agreement at any time, for any reason, without termination fees or penalties. In the event the Program is terminated through the Eligibility, Force Majeure or Regulatory Out provisions described herein; you will be returned to your EDU’s standard service offer. If Dynergy terminates this Agreement under this provision, you will not be responsible for any cancellation or early termination fee. You must still pay all Dynergy charges through the date you are returned to your EDU or switched to another CRES provider for service. Upon termination with Dynergy and return to standard service offer with your EDU, you may not be served under the same rates, terms, and conditions that apply to other EDU customers.



**Force Majeure:** Dynergy will make commercially reasonable efforts to provide your Service but does not guarantee a continuous supply of electricity. Certain causes and events are out of Dynergy’s reasonable control and may result in interruptions in service (Force Majeure Event). Dynergy will not be liable for any such interruptions and Dynergy shall have the right to terminate or modify the Agreement without liability for interruptions caused by a Force Majeure Event, including but not limited to, acts of God, war, civil disturbance, insurrection, terrorism, fire, flood, earthquake, acts of default of common carriers, strikes, boycotts, pandemic, unforeseen maintenance, unforeseen shutdowns or deficiencies of sources of supply, inability to access the local distribution utility system, nonperformance by the EDU or other similar circumstances beyond Dynergy’s reasonable control. Dynergy may decide to terminate this Agreement, and you will receive prior written notice of the termination, after which you may be returned to your EDU for electric generation service.

**Regulatory Out:** Dynergy shall have the right to terminate or modify the Agreement without liability if there is any change in, or enactment of any statute, rule, regulation, regulatory action, policy, rider, fees, pricing structures, market structures, capacity charges, changes in load profile, ordinance, order, law, or tariff promulgated by any court, governmental authority, utility, Independent System Operator (“ISO”), Regional Transmission Organization (“RTO”) or other service provider, or any change in operating procedure, (“Change in Law”) which alters to the detriment of Dynergy its costs to perform under this Agreement or Dynergy is prevented, prohibited, or frustrated from carrying out its intent under the Agreement. If a Change in Law occurs, you may receive a notification from Dynergy. This notification will include a description of one or more of the situations described above. Dynergy may offer you new Terms and Conditions. You must indicate your affirmative consent to the new Terms and Conditions as specified in the notices. If you do not contact Dynergy to accept the new terms, this Agreement will terminate on the date specified in the notices, and you may be returned to your EDU for electric generation service. Alternatively, Dynergy may decide to terminate this Agreement, and you will receive prior written notice of the termination, after which you may be returned to your EDU for electric generation service.

**Customer Consent and Information Release Authorization:** This Agreement shall be considered executed by Dynergy following acceptance of your enrollment request by Dynergy, the end of the seven (7) day rescission period, and subsequent acceptance of the enrollment by your EDU. By choosing not to opt-out of the Program, or to affirmatively join it, you understand and agree to the terms and conditions of this Agreement with Dynergy. You authorize Dynergy to obtain information from the EDU that includes, but is not limited to: billing history, payment history, historical and future electricity usage, meter readings, and characteristics of electricity service. Dynergy reserves the right to determine if your credit standing is satisfactory before accepting your enrollment request. Dynergy is prohibited from disclosing a customer’s Social Security number and/or account number(s) without the customer’s written consent except for Dynergy’s collections and reporting, participating in programs funded by the universal service fund, pursuant to section 4928.52 of the Revised Code, or assigning a customer’s contract to another CRES provider. Customer authorizes, but does not obligate, Dynergy to exercise customer’s governmental aggregation opt-out rights.

**Assignment:** Dynergy may assign its rights under this Agreement to another, including any successor, in accordance with the rules and regulations of the PUCO without prior consent. You shall not assign its rights and/or obligations under this Agreement without prior written consent of Dynergy.

**Limitation of Liability:** Dynergy assumes no responsibility or liability for the following items that are the responsibility of the EDU: operation and maintenance of the EDU’s electrical system, any interruption of service, termination of service, or deterioration of the EDU’s service. The EDU remains responsible for the delivery of electric power and energy to the customer’s premises and will continue to respond to any service calls and emergencies. In the event of a power outage, you should contact your local EDU.

**Environmental Disclosure:** You agree that Dynergy will make the required annual and quarterly updates to the environmental disclosure statement electronically on our website which can be located at [www.dynergy.com/environmental-disclosures](http://www.dynergy.com/environmental-disclosures). Dynergy will also provide the information upon request.

**Net Metering:** Net-metered accounts taking service under the EDU’s standard net metering tariff are eligible for this offer. Such accounts will be served in accordance with the terms and conditions established therein and by the EDU. Dynergy will not provide any credits or compensation for excess generation. Any credits or compensation for excess generation will be provided by the EDU in accordance with OAC 4901:1-10-28 and the EDU’s standard net metering tariff and is subject to any changes made by the PUCO, the EDU, or any change in law. To the extent that (1) any of the terms and conditions of the EDU’s standard net metering tariff change, (2) the EDU changes the way its standard net metering tariff is administered, or (3) any changes made by the PUCO, the EDU, or any change in law or regulations make service of net metered accounts under the Program impractical or not feasible, then Dynergy’s administration of the Program will change accordingly. Such change may include Dynergy returning net metered accounts to the EDU’s standard service offer or its successor.

**Dispute Procedure:** Contact Dynergy with any questions concerning the terms of service by phone at 1-888-682-2170 (toll-free) from 8 a.m. to 11 p.m. EST weekdays, or in writing at Dynergy Energy Services (East), LLC Attn: Customer Care, PO Box 650764, Dallas, TX 75262-0764. Our web address is [www.dynergy.com](http://www.dynergy.com). 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 8 a.m. to 5 p.m. EST weekdays, or at [www.puco.ohio.gov](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 8 a.m. to 5 p.m. weekdays, or at [www.pickocc.org](http://www.pickocc.org). **WAIVER OF RIGHT TO JURY TRIAL OR TO CLASS ACTION OR CLASS ARBITRATION: TO THE FULLEST EXTENT THAT APPLICABLE LAW ALLOWS, YOU AND DYNERGY AGREE THAT: (I) YOU AND DYNERGY WAIVE ANY RIGHT TO TRIAL BY JURY, AND (II) NEITHER YOU NOR DYNERGY WILL SEEK OR SUPPORT ANY ORDER CERTIFYING AN ACTION OR ARBITRATION INVOLVING YOU AND DYNERGY AS A CLASS ACTION OR CLASS ARBITRATION OR JOIN OR PARTICIPATE AS A PARTY OR CLASS MEMBER IN ANY ACTION OR ARBITRATION BY ANOTHER PARTY AGAINST EITHER YOU OR DYNERGY.**

**Warranty:** Dynergy warrants title and the right to all electricity sold hereunder. THE WARRANTIES SET FORTH IN THIS PARAGRAPH ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES AND, FURTHER, IN NO CASE SHALL DYNERGY’S LIABILITY EXCEED THE AMOUNT OF YOUR SINGLE LARGEST MONTHLY INVOICE DURING THE PRECEDING 12 MONTHS.

**Renewable and Emission Free Energy Disclosures**

\*If the Default or an Optional Opt-In Product for this Program are listed as a Green or Carbon Free Fixed Price, please refer to the applicable disclaimer below:

**Renewable Energy Certificate (“REC”) Disclosure:** The Green product matches the percentage (%) of your electricity usage specified in the table above with RECs. A REC represents the environmental benefits of 1 megawatt hour (MWh) of electricity generated by a renewable energy resource. Your REC purchase supports renewable electricity production in the region of generation. For every unit of renewable electricity generated, an equivalent amount of RECs is produced by purchasing and pairing RECs with your electricity service. You are using and receiving the benefits of that renewable electricity. Renewable energy certificates are not sold more than once or claimed by more than one party.

**Emission Free Energy Certificate (“EFEC”) Disclosure:** The Carbon Free product matches the percentage (%) of your electricity usage specified in the table above with EFECs sourced from a generating unit that does not directly produce any emissions of carbon dioxide such as nuclear, wind, solar, or hydroelectric generating facilities that serve your area.