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For Immediate Release:

PERRY TOWNSHIP SELECTS NEW SUPPLIER AND NEW LOW RATE FOR ELECTRIC AGGREGATION PROGRAM (FOR OHIO EDISON CUSTOMERS)

Perry Township, Ohio (XXX XX, 2019) – Perry Township officials are pleased to announce that they have selected Dynegy to serve those residents in the Ohio Edison service territory for the next term of the Township's electric aggregation program. Dynegy recently won a competitive proposal process and was chosen by the Township because the company provided the best overall value for the program. The Township has set a fixed rate of 4.94 cents/kWh for a 3-year term starting with September 2019 meter reads. Residents and small businesses should look for a mailer to arrive on or about July 25, 2019, concerning the new electric aggregation program offer from Dynegy.

The mailer will explain the low offer the Township negotiated and the means to opt-out should a customer not want to participate in the program. Residents will have 21 days to return an opt-out card to Dynegy if they decide not to participate.

"We are delighted by the low fixed-rate of 4.94 cents/kWh for Perry Township residents and businesses. This rate is lower than the alternative rates from Ohio Edison and lower than the rates residents received in the previous program term," said Joyce Fetzer, Township administrator. "The new rate will allow residents to predict their costs and will protect them from rising rates for the next three years. Our new rate is very attractive, and our program will have no early termination fee."

Mark Burns, president of Independent Energy Consultants, added that residents who have already chosen a supplier on their own will receive a similar letter from Dynegy inviting them to join the program and get the same rate, terms, and conditions as their neighbors. These residents will have to contact Dynegy to join the program, and they should review their current supply contracts to make sure there are no early termination fees.

Perry Township residents in the AEP/Ohio Power service territory currently have a separate offer that runs through May 2021. These residents do not need to take any action at this time.

The Township is pleased to have made this program possible but asks that you do not call the Township offices. They are not equipped to handle a large volume of calls. If residents have any questions, they should contact Dynegy at (888) 682-2170 after they receive their letter.

Perry Township Electric Aggregation Program

<<Address Block>> <<post mark date>>

Dear Perry Township Residents and Businesses,

We are writing to tell you about the new supplier and rates for Perry Township's aggregation program. In May 2010, Perry voters authorized the Township Trustees to form a governmental aggregation program to negotiate a favorable price and terms for electricity supply for Township residences and businesses. Perry Township Trustees are pleased to announce that Dynegy has been selected as the Supplier for its program.

Here's What to Expect:

- You receive a **Fixed Electricity Price** of **4.94¢/kWh** through your September 2022 meter reading.
- You receive **one energy bill,** including the Dynegy charge, from Ohio Edison, your local utility.
- After your enrollment is finalized, Ohio Edison will send you a confirmation letter.
- You can leave the aggregation program without penalty at any time.

You're Automatically Enrolled

There is no cost to enroll. Enrollment is automatic for those who are eligible, but participation is voluntary. You may opt-out of this program by **August 15, 2019** or leave the program at any time for any reason by providing notice to Dynegy. Please see the enclosed terms and conditions for full details of the program.

How to Opt-Out

If you do not wish to participate, please complete and return the reply card below or call Dynegy, the electric supplier, at 888-682-2170 by **August 15, 2019.** If you choose to opt out, you will be served by Ohio Edison under its standard service offer or until you choose an alternative electric supplier. If you switch back to your local utility, you may not be served under the same rates, terms, and conditions.

For questions, contact Dynegy at DynegyCustomerService@dynegy.com call 888-682-2170 or visit https://www.dynegy.com/municipal-aggregation/communities-we-serve/Ohio/Perry-township .

We look forward to providing this program.

Sincerely,
Perry Township and Dynegy

Community: Perry Township

☐ I do not want to participate in the Perry 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 August 15, 2019 and mailed to:

Dynegy, PO Box 650764 Dallas, TX 75265-0764

Customer Name_____

Customer Number <<Customer Number>>

Service Address _____ <<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 4.94¢ per kWh through your September 2022 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 Price includes broker fees, but does not include any applicable taxes, fees or charges related to distribution service from the Customer's electric utility. If 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. 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.

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 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, DES 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 DES, after which Customer will return to Customer's electric utility or another CRES provider of Customer's choosing for electricity; alternatively, DES 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 DES 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 DES 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.

ABOUT THE PROGRAM

What is an Electric Aggregation Program?

Aggregation is an opportunity for cities, townships and counties to negotiate competitive electricity supply rates and provide budget stability for their residents and small businesses.

First, residents must vote to give their community officials the ability to negotiate electricity rates for their community. Once a referendum is passed, communities are able to aggregate and elected officials can work with alternative energy suppliers to negotiate competitive electricity rates.

How was Dynegy chosen as the supplier?

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

ELIGIBILITY AND ENROLLMENT

Who is eligible to participate?

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

How do I enroll?

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

Do I have to participate in the aggregation program?

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

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

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

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

RATE AND TERM INFORMATION

What are the Rates & Terms for this Aggregation Program?

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

What if my local utility company's rate decreases?

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

What happens at the end of the Agreement term?

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

BILLING AND SERVICE

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

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

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

Yes, how you pay your bill will not change.

I am currently under the budget billing option with First Energy. Can I continue this service?

Yes, the utility will continue to manage your budget billing and determine your monthly payments. If you have any questions about budget billing, please contact your utility.

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?

Dynegy at 888-682-2170 or DynegyCustomerService@Dynegy.com