

BakerHostetler

Baker & Hostetler LLP

PNC Center
1900 East 9th Street, Suite 3200
Cleveland, OH 44114-3482

T 216.621.0200
F 216.696.0740
www.bakerlaw.com

April 27, 2015

Gretchen L. Lange
direct dial: 216.861.7688
glange@bakerlaw.com

Ms. Barcy McNeal
Docketing Division
Public Utilities Commission of Ohio
180 East Broad Street, 11th Floor
Columbus, Ohio 43215-3793

Re: City of Sharonville; Case No. 13-0424-EL-GAG

Dear Ms. McNeal:

Please find attached the Opt-Out Aggregation Notice to be sent to all eligible residential and commercial customers in the City of Sharonville on or after May 4, 2015, with the opt-out period ending twenty-one days thereafter.

Our client, Dynegy Energy Services (East), LLC, is providing aggregation services to the City of Sharonville and is filing this information on the city's behalf.

Please let me know if you have any questions regarding this matter.

Sincerely,



Gretchen L. Lange

Enclosure

606287275.2



City of Sharonville Electric Aggregation Program

Date

<insert customer name>>

<insert customer address>>

Dear Sharonville Residents and Businesses,

Welcome to the City of Sharonville's continuing Electric Aggregation Program. In November, 2012, Sharonville voters authorized the Sharonville City Council to form a governmental aggregation program to negotiate a favorable price and terms for electricity supply for City residences and businesses. Sharonville Officials have selected Dynergy Energy Services, a competitive retail electric service provider, as the program supplier for the next two and a half years. As an eligible resident or small business, you will be automatically enrolled in the program unless you opt-out by May 25, 2015.

Fixed Price Electricity Plan

- **Fixed Electricity Price** of 5.77.¢/kWh through your December 2017 meter reading.
- Provides **security** against electricity price fluctuations.
- **One energy bill** from Duke Energy, your local utility.
- **Electricity price will never change** for the term of this offer.

You do not need to do anything to participate. You will be automatically enrolled in the Sharonville Aggregation Program. Your service under this program is estimated to begin at your July 2015 billing. This is an estimate only and will depend upon your meter read cycle and when your local utility accepts your enrollment. Both Sharonville and Dynergy Energy Services are certified by the Public Utilities Commission of Ohio to provide this service. Participation in this program is voluntary.

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 Energy Services. If you become part of the aggregation, you may cancel the agreement at any time at no charge by providing notice to Dynergy Energy Services.

How to opt-out if you do not wish to participate, either:

- Fill out the reply card below and return it to us by May 25, 2015 or
- Call us toll-free at 1-844-672-9102.

What you need to know

1. If you do nothing, you will be automatically enrolled in the City of Sharonville program.
2. You will receive letters confirming your enrollment from Duke Energy OH and Dynergy Energy Services.
3. Duke Energy will continue to send your monthly bill, maintain the electric lines and respond to emergencies and outages.
4. No one from Dynergy will come to your door to ask you to switch to a new supplier. Anyone who does is not with the City of Sharonville program.

If you have questions, contact Dynegy Energy Services at DynegyEnergyServicesOhio@dynegy.com or call 1-844-672-9102.

Regards,



Rich Surace
Director, Retail Business Operations

Community: Sharonville

◊ Opt out of the Sharonville Government Electric Aggregation Program. By checking this box, I understand that my account will not be included in the aggregation program.

This opt out must be post marked by May 25, 2015.

If opting out mail to: Dynegy Energy Services, 11 East Superior St, Suite 430 - Duluth, MN - 55802

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

Customer Name _____ **Account Number** _____ - _____ - _____ - _____

(11-digit Number found on Page 1 of your existing bill)

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 \$0.0577 per kWh through your December 2017 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 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 EDU, 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 CRES provider. The effective date of any termination by Customer or DES will be the next regularly scheduled meter read date after expiration of any required notice period. 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.

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

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 – DES shall not be responsible or liable for any interruptions in electric service, for any other failure of DES to perform under this Agreement, or for any damages resulting, in whole or in part, from any cause or event out of DES's reasonable control, including, but not limited to, acts of God; acts of any governmental authority; accidents; strikes; labor disputes; required maintenance work; inability to access the electric utility's system; change in any governing law or regulation; or non-performance by Customer's electric utility (Force Majeure Event(s)).

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 ENERGY SERVICES (East), LLC, Attn: DES Customer Care, 105 E. Fourth St., Suite 100C, Cincinnati, OH 45202*. Customer may also visit DES's website at DynegyOhio.com.

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Case No(s). 13-0424-EL-GAG

Summary: Opt-Out Notice for the City of Sharonville electronically filed by Mrs. Gretchen L Lange on behalf of Dynegy Energy Services (East), LLC