

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

David F. Proaño
direct dial: 216.861.7834
dproano@bakerlaw.com

October 9, 2015

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

Re: Village of Evendale; Case No. 15-1018 -EL-GAG

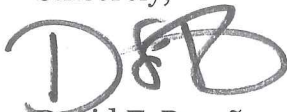
Dear Ms. McNeal:

Please find attached the Opt-Out Aggregation Notice that will be sent to all eligible residential and commercial customers in the Village of Evendale on or after October 19, 2015, with the opt-out period ending twenty-one days thereafter.

Our client, Dynegy Energy Services (East), LLC, is providing aggregation services to the Village of Evendale and is filing the attached notice on the behalf of that governmental aggregator in accordance with O.A.C. § 4901:1-21-16(G).

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

Sincerely,



David F. Proaño

Enclosure



Village of Evendale Electric Aggregation Program



Date

<insert customer name>>

<insert customer address>>

Dear Village of Evendale Residents and Businesses,

Welcome to the Village of Evendale's Electric Aggregation Program. In January, 2010, Evendale voters authorized Village Council to form a governmental aggregation program to negotiate a favorable price and terms for electricity supply for residences and businesses. Evendale Officials have selected Dynergy Energy Services, a competitive retail electric service provider, as the program supplier through December 2017. As an eligible resident or small business, you will be automatically enrolled in the program unless you opt-out by November 9, 2015.

Fixed Price Electricity Plan

- **Fixed Electricity Price** of 5.89¢/kWh through your December 2017 meter reading.
- Provides **security** against electricity price fluctuations.
- **One energy bill** from Duke Energy, your local utility.

You do not need to do anything to participate. You will be automatically enrolled in the Evendale Aggregation Program. Your service under this program is estimated to begin no later than your December meter read date. Both Evendale 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. 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.

What you need to know

1. If you do nothing, you will be automatically enrolled in the Village of Evendale program.
2. You will receive a letter confirming your enrollment from Duke Energy.
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 Village of Evendale program.

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

- Fill out the reply card below and return it to us by November 9, 2015 or
- Call us toll-free at 1-844-456-7348.

If you have questions, contact Dynegy Energy Services at DynegyEnergyServicesOhio@dynegy.com or call 1-1-844-456-7348.

Regards,



Rich Surace
Director, Retail Business Operations

Community: Village of Evendale

◇ Opt out of the Village of Evendale 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 November 9, 2015.

If opting out mail to: Dynegy Energy Services, 105 East 4th Street, Suite 100C, Cincinnati OH 45202

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 \$0.0589 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. A Customer may terminate this Agreement at any time with no termination fee.

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.

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.

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

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 the Force Majeure 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 Supplier. Force Majeure shall not be based on 1) Customer's inability to economically use the Retail Power purchased hereunder; or 2) Supplier's ability to sell the Retail Power at a price greater than the price under this Agreement.

14. Change in Law or Regulatory Event – In the event that any change in or enactment of any rule, regulation, DSP's operating procedure, tariff, applicable transmission tariff, ordinance, statute, or law affecting the sale or transmission, distribution, or purchase or other obligation pertaining to renewable energy resources of any kind or nature, of Retail Power to Customer (including but not limited to any administrative ruling, interpretation, or judicial decision) alters to the detriment or benefit of Supplier its ability to deliver Retail Power at the pricing set forth in this Agreement, as determined in its sole discretion and judgment, Supplier shall, except in the instances where the change or enactment relates to the pricing or charges associated with the Transmission Charge, Ancillary Services Charge or RPS Charge as provided for in Exhibit A, whereby those terms are controlling, 1) provide written notice to Customer of the change; 2) identify the change in pricing necessary to accommodate the impact of the change, and 3) state the date upon which such new pricing shall be effective, which date shall not be less than thirty (30) days from the date of the written notice and shall coincide with the next Monthly Billing Cycle invoice that follows the thirty (30) day period.

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

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 877-331-3045. 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.

Environmental Disclosure Information – Quarterly Comparisons

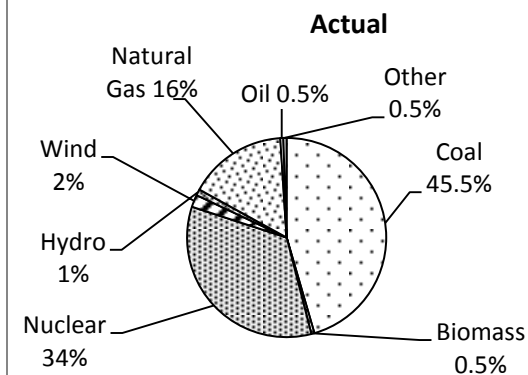
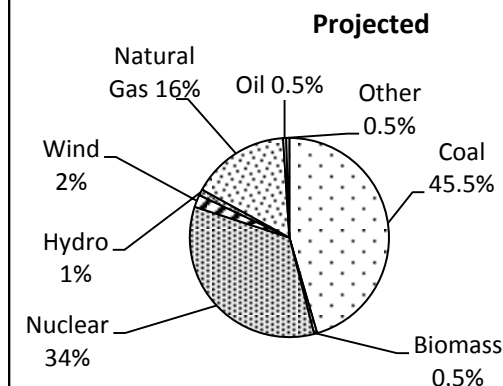
DYNEGY ENERGY SERVICES (EAST), LLC

Projected Data for the 2015 Calendar Year

Actual Data for the Period 01/01/2015 to 06/30/2015

Generation Resource Mix -

A comparison between the sources of generation projected to be used to generate this product and the actual resources used during this period.



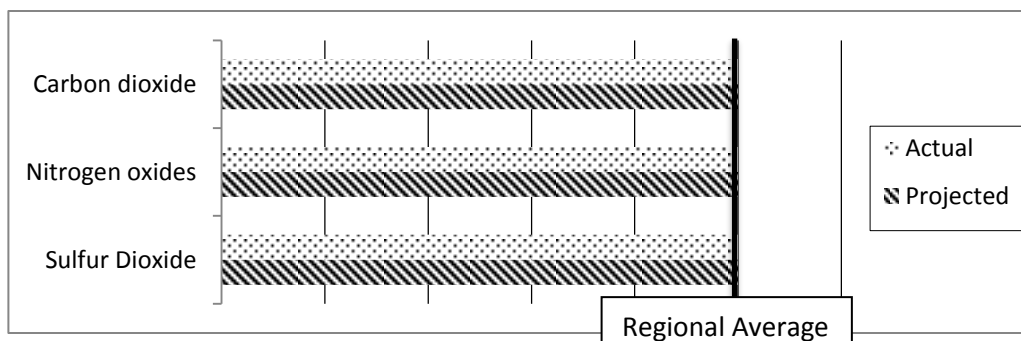
Environmental Characteristics–

A description of the characteristics associated with each possible generation resource.

Biomass Power	Air Emissions and Solid Waste
Coal Power	Air Emissions and Solid Waste
Hydro Power	Wildlife Impacts
Natural Gas Power	Air Emissions and Solid Waste
Nuclear Power	Radioactive Waste
Oil Power	Air Emissions and Solid Waste
Other Sources	Unknown Impacts
Solar Power	No Significant Impacts
Unknown Purchased Resources	Unknown Impacts
Wind Power	Wildlife Impacts

Air Emissions –

Product-specific projected and actual air emissions for this period compared to the regional average air emissions.



Radioactive Waste –

Radioactive waste associated with the product.

Type:	Quantity:	
High-Level Radioactive Waste	Unknown.	Lbs./1,000 kWh
Low-Level Radioactive Waste	Unknown.	Ft ³ /1,000 kWh

With in-depth analysis, the environmental characteristics of any form of electric generation will reveal benefits as well as costs. For further information, contact Dynegy Energy Services (East), LLC at www.DynegyOhio.com or by phone at 877-331-3045.

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

10/9/2015 3:32:37 PM

in

Case No(s). 15-1018-EL-GAG

Summary: Opt-Out Notice electronically filed by Mr. David F. Proano on behalf of Dynegy Energy Services (East), LLC