



PUCO USE ONLY – Version 1.07		
Date Received	Case Number	Certification Number
	12-670-GA-GAG	

## CERTIFICATION APPLICATION OHIO NATURAL GAS GOVERNMENTAL AGGREGATORS

Please **type or print** all required information. Identify all attachments with an exhibit label and title (*Example: Exhibit B-1 – Authorizing Ordinance*). All attachments should bear the legal name of the Applicant. Applicants should file completed applications and all related correspondence with the Public Utilities Commission of Ohio, Docketing Division, 13<sup>th</sup> Floor, 180 East Broad Street, Columbus, Ohio 43215-3793.

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

### SECTION A – APPLICANT INFORMATION

#### A-1 Applicant information:

Legal Name	City of Cincinnati		
Address	801 Plum Street, Cincinnati, Ohio 45202		
Telephone No.	(513) 352-1572	Web site Address	<a href="http://www.cincinnati-oh.gov">http://www.cincinnati-oh.gov</a>
Current PUCO Certificate Number		Effective Dates	

#### A-2 Contact person for regulatory or emergency matters:

Name	Gina Marsh	Title	Assistant City Solicitor
Business Address	801 Plum Street, Cincinnati, Ohio 45202		
Telephone No.	513-352-6990	Fax No.	513-352-1515
Email Address			

#### A-3 Contact person for Commission Staff use in investigating customer complaints:

Name	Gina Marsh	Title	Assistant City Solicitor
Business Address	801 Plum Street, Cincinnati, Ohio 45202		
Telephone No.	513-352-6990	Fax No.	513-352-1515
Email Address			

#### A-4 Applicant's address and toll-free number for customer service and complaints

Customer service address	801 Plum Street, Cincinnati, Ohio 45202		
Toll-Free Telephone No.	513-591-6000	Fax No.	
Email Address			

## SECTION B – APPLICANT AUTHORITY AND AGGREGATION PROGRAM INFORMATION

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED

- B-1** **Exhibit B-1 "Authorizing Ordinance,"** provide a copy of the adopted ordinance or resolution that reflects voter authorization to form a governmental aggregation program pursuant to Sections 4929.26 and 4929.27 of the Ohio Revised Code.
- B-2** **Exhibit B-2 "Operation and Governance Plan,"** provide a copy of the applicant's plan for operation and governance of its aggregation program adopted pursuant to Sections 4929.26(C) or 4929.27(B) of the Revised Code. The Operation and Governance Plan should include all information pursuant to Rule 4901:1-28-03 of the Ohio Administrative Code.
- B-3** **Exhibit B-3 "Automatic Aggregation Disclosure Notification,"** if the aggregation program provides for automatic aggregation in accordance with Section 4929.26(A) of the Revised Code, provide a copy of the disclosure notification required by Section 4929.26(D) of the Revised Code,
- B-4** **Exhibit B-4 "Opt-Out Notice,"** provide a draft copy of the applicant's opt out notice that comports with the Opt-Out disclosure requirements pursuant to Rule 4901:1-28-04 of the Ohio Administrative Code. *(Ten days prior to public dissemination, the applicant shall docket with the Commission, the finalized Opt-Out notice that provides or offers natural gas aggregation service.)*
- B-5** **Exhibit B-5 "Experience,"** provide a detailed description of the applicant's experience and plan for: providing aggregation services (*including contracting with consultants, broker/aggregators, retail natural gas suppliers*); providing billing statements; responding to customer inquiries and complaints; and complying with all applicable provisions of Commission rules adopted pursuant to Section 4929.22 of the Ohio Revised Code and contained in Chapter 4901:1-29 of the Ohio Administrative Code.

*Wm. H. H. Asst. City Mgr.*

Applicant Signature and Title

Sworn and subscribed before me this

*14th* day of

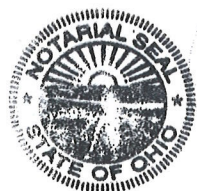
February

Month 2012

Year

*LaRita Y. Roddy*  
Signature of official administering oath

*LaRita Y. Roddy*  
Print Name and Title



Notary  
La Rita Y. Roddy  
Notary Public, State of Ohio  
My Commission Expires 08-29-2012

My commission expires on

*8-29-2012*



# The Public Utilities Commission of Ohio

## Ohio Natural Gas Governmental Aggregation Affidavit Form (Version 1.07)

In the Matter of the Application of the )  
**City of Cincinnati** for a Certificate or Renewal )  
 Certificate to Provide Natural Gas Governmental ) **Case No. 12-\_\_\_\_-GA-GAG**  
 Aggregation Service in Ohio. )

**County of** Hamilton  
**State of** Ohio

Scott C. Stiles [Affiant], being duly sworn/affirmed, hereby states that:

- (1) The information provided within the certification or certification renewal application and supporting information is complete, true, and accurate to the best knowledge of affiant.
- (2) The applicant will timely file an annual report of its intrastate gross receipts and sales of hundred cubic feet of natural gas pursuant to Sections 4905.10(A), 4911.18(A), and 4929.23(B), Ohio Revised Code.
- (3) The applicant will timely pay any assessment made pursuant to Section 4905.10 or Section 4911.18(A), Ohio Revised Code.
- (4) Applicant will comply with all applicable rules and orders adopted by the Public Utilities Commission of Ohio pursuant to Title 49, Ohio Revised Code.
- (5) Applicant will cooperate with the Public Utilities Commission of Ohio and its staff in the investigation of any consumer complaint regarding any service offered or provided by the applicant.
- (6) Applicant will comply with Section 4929.21, Ohio Revised Code, regarding consent to the jurisdiction of the Ohio courts and the service of process.
- (7) Applicant will inform the Public Utilities Commission of Ohio of any material change to the information supplied in the certification or certification renewal application within 30 days of such material change, including any change in contact person for regulatory or emergency purposes or contact person for Staff use in investigating customer complaints,
- (8) Affiant further sayeth naught.

*W.C. Stiles, Asst. City Mgr.*  
 Applicant Signature and Title

Sworn and subscribed before me this

*14th* day of

February

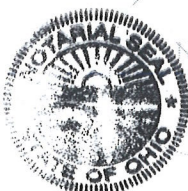
Month

2012

Year

*La Rita Y. Roddy*  
 Signature of official administering oath

*La Rita Y. Roddy*  
 Print Name and Title



Notary  
 Seal  
**La Rita Y. Roddy**  
 Notary Public, State of Ohio  
 My Commission Expires 08-29-2012

My commission expires on *8-29-2012*

**EXHIBIT B-1**  
**City of Cincinnati**

***Authorizing Ordinance***

A copy of the City's authorizing ordinance is attached.

EMERGENCY

City of Cincinnati

GWM  
JPC/RAH

An Ordinance No. 271 - 2011

**AUTHORIZING** all actions necessary to effectuate an opt-out natural gas service aggregation program pursuant to Ohio Revised Code §4929.26; and **DIRECTING** the Hamilton County Board of Elections to submit the ballot question to the electors.

WHEREAS, under Ohio Revised Code §4929.26, the City of Cincinnati, Ohio (the "City") by and through the Cincinnati City Council (the "Council"), is authorized to establish an opt-out natural gas service aggregation program for the benefit of natural gas consumers located within the incorporated areas of the City; and

WHEREAS, Council desires to submit to the electors the question of whether an opt-out natural gas service aggregation program should be instituted for the residents, small businesses and other eligible natural gas consumers in the City pursuant to Ohio Revised Code §4929.26; and

WHEREAS, governmental aggregation provides an opportunity for natural gas consumers collectively to participate in the potential benefits of natural gas service deregulation through lower natural gas rates which they would not otherwise be able to have individually; now, therefore,

BE IT ORDAINED by the Council of the City of Cincinnati, State of Ohio:

Section 1. That Council finds and determines that it is in the best interest of the City and certain natural gas service consumers located within the incorporated areas of the City to establish an opt-out natural gas service aggregation program (the "Natural Gas Service Aggregation Program").

Section 2. That, provided that the ballot measure regarding the Natural Gas Service Aggregation Program is approved by the electors of the City pursuant to Section 7 of this Ordinance, the City is hereby authorized to aggregate, in accordance with Ohio Revised Code §4929.26, the retail natural gas service loads located within the incorporated areas of the City.



Section 3. That, for the Natural Gas Service Aggregation Program, the City Manager, is hereby authorized (on behalf of the Council) to enter into service agreements to facilitate the sale and purchase of service for retail natural gas loads.

Section 4. That the City Manager (on behalf of the Council), may exercise such authority jointly with any other political subdivision of the State of Ohio, to the full extent permitted by law, and for such purpose, the City Manager is hereby authorized to execute and deliver any necessary agreement(s) with such other political subdivisions, if any, in order to establish such Natural Gas Service Aggregation Program.

Section 5. That the Natural Gas Service Aggregation Program does not apply to persons meeting any of the following criteria, as more specifically described in Ohio Revised Code §4929.26(A)(2): (1) the person is both a distribution service customer and a mercantile customer; (2) the person has an existing commodity sales service contract with a retail natural gas supplier; (3) the person has commodity sales service as part of a retail natural gas aggregation pursuant to rules and orders of the Public Utilities Commission of Ohio; or (4) such other persons that are not eligible customers pursuant to rules and orders of the Public Utilities Commission of Ohio.

Section 6. That the Board of Elections of Hamilton County is hereby directed to submit the following question to the electors of the City at the general election to be held on November 8, 2011:

A majority vote is necessary for passage.	
YES	Shall the City of Cincinnati have the authority to aggregate the retail natural gas loads located within the incorporated areas of Cincinnati and enter into service agreements for the sale and purchase of natural gas, such aggregation to occur automatically except where any person elects to opt out?
NO	

Section 7. That the Clerk of Council is instructed to file a certified copy of this Ordinance and the proposed form of the ballot question with the Hamilton County Board of Elections not later than August 10, 2011, which, pursuant to Ohio Revised Code §4929.26(B), is ninety (90) days prior to the November 8, 2011 election. The Natural Gas Service Aggregation Program shall not take effect unless approved by a majority of the electors voting upon the proposed ballot question at the election held pursuant to this section and Ohio Revised Code §4929.26.

Section 8. That, upon the approval of a majority of the electors voting at the election provided for in Section 6 of this Ordinance, the City Manager, on behalf of the Council, is hereby authorized to, individually or jointly with any other political subdivision of the State of Ohio, develop a plan of operation and governance for the Natural Gas Service Aggregation Program.

Section 9. That Council shall hold at least two public hearings on the plan prior to taking a vote on the adoption of the plan. Notice of the hearings shall be published once a week for two consecutive weeks in a newspaper of general circulation in the City. The notice shall summarize

the plan and state the date, time, and location of each hearing. No plan adopted by this Council shall aggregate any retail natural gas customer in the City unless it in advance clearly discloses to the person whose retail natural gas service is to be so aggregated that the person will be enrolled automatically in the Natural Gas Service Aggregation Program and will remain so enrolled unless the person affirmatively elects by a stated procedure not to be so enrolled. The disclosure shall state prominently the rates, charges, and other terms and conditions of enrollment. The stated procedure shall allow any person enrolled in the Natural Gas Service Aggregation Program the opportunity to opt out of the program once every two years, without paying a switching fee. Any such person that opts out of the Natural Gas Service Aggregation Program pursuant to the stated procedure shall default to the natural gas company providing distribution service for the person's retail natural gas service load, until the person chooses an alternative supplier.

Section 10. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety and general welfare and shall, subject to the terms of Article II, Section 6, of the Charter, be effective immediately. The reason for the emergency is the need to submit this Ordinance to the Hamilton County Board of Elections within the statutorily required time frame.

Passed: August 3, 2011

Attest: Melissa H. [Signature]  
Clerk

[Signature]  
Mayor

I HEREBY CERTIFY THAT ORDINANCE No. 271-2011  
WAS PUBLISHED IN THE CITY BULLETIN  
IN ACCORDANCE WITH THE CHARTER ON 8-16-2011  
Melissa H. [Signature]  
CLERK OF COUNCIL



**EXHIBIT B-2**  
**City of Cincinnati**

***Operation and Governance Plan***

A copy of the City's Operation and Governance Plan is attached.

City of Cincinnati  
NATURAL GAS AGGREGATION PROGRAM  
PLAN OF OPERATION & GOVERNANCE

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## **Purpose of the Plan of Operation and Governance**

This Natural Gas Aggregation Program Plan of Operation and Governance (“Natural Gas Plan”) has been prepared by the City of Cincinnati (“City”) in compliance with Ohio law regarding government aggregation of natural gas customers (the “Natural Gas Aggregation Program”). The Natural Gas Plan contains information on the structure, governance, operations, management, funding, and policies of the Natural Gas Aggregation Program to be utilized for participating customers.

The City’s purpose in preparing this Natural Gas Plan is to describe the structure and approach taken by the City to its Natural Gas Aggregation Program on behalf of consumers within its municipal boundaries. The City seeks to represent customer interests in competitive markets for natural gas. The City seeks to aggregate customers to negotiate the best rates available for the supply and distribution of natural gas and to advance customer protection for all eligible residents, schools, churches, businesses and industries, and governmental entities. The City will oversee managerial, technical, and financial resources to acquire service and financial guarantees sufficient to protect customers and the natural gas distribution utility.

Combining customer interests within the City increases leverage, resources, and buying power of participating customers. Under the proposed opt-out Natural Gas Aggregation Program; participation is voluntary for each individual customer. Any individual customer will have the opportunity to decline service provided through the Natural Gas Aggregation Program and choose any natural gas supplier they wish at the outset of the program and every two years thereafter.

The Natural Gas Plan was adopted after public hearings were held in accordance with Ohio Revised Code Section (“R.C.”) 4929.26(C).

### **1. Overview**

#### **1.1. Ohio Law**

Ohio law enacted in 2001 allows for competitive purchase of retail natural gas supply. R.C. 4929.26 allows municipalities, townships, and/or counties to develop governmental natural gas aggregation programs providing options for customers in those communities to join together and utilize their combined purchasing power to competitively acquire firm all-requirements retail natural gas supply. Communities undertaking development of this option are known as “government aggregators”.

The law contains several requirements for government aggregators. One general requirement is to develop a plan of operation and governance for the Natural Gas Aggregation Program. The plan of operation and governance is subject to approval and certification by the Public Utilities Commission of Ohio (“PUCO”). The Natural Gas Plan describes the Natural Gas Aggregation Program to be utilized for participating customers in the City of Cincinnati.

## **1.2. Description of the Natural Gas Aggregation Program**

The Natural Gas Aggregation Program involves the acquisition of competitive retail natural gas supply. Distribution services (metering, billing, maintenance of the gas transmission and distribution system) will continue as the function of the local distribution company. The local distribution company shall also be the “provider of last resort” for customers not participating in the Natural Gas Aggregation Program who have no other competitive supplier. The Natural Gas Aggregation Program has been undertaken as an “opt-out” program that requires the authorization of customers. All eligible customers will be included in the Natural Gas Aggregation Program unless they choose to “opt-out” as described in section 2.4.1 of this Natural Gas Plan.

## **1.3. Steps Required by the Law**

The process of establishing government aggregation involves a multi-step public process undertaken by the City:

**1.3.1.** City Council passes ordinance authorizing Natural Gas Aggregation Program for customers;

**1.3.2.** The ordinance must authorize the local board of elections to submit the question of whether to aggregate to the electors at a special election on the day of the next primary or general election, and be submitted to the local Board of Elections not less than 90 days before the day of the special election;

**1.3.3.** The ordinance authorizing opt-out aggregation is placed before voters at a special election, or in a referendum petition; approval of a majority of electors voting on the ordinance is required; or if by petition, signatures of not less than ten percent of the total number of electors in the respective community who voted for the office of Governor in the preceding general election;

**1.3.4.** Develop a plan of operation and governance;

**1.3.5.** Publish notice of public hearing on the plan of operation and governance once a week for two consecutive weeks before the first public hearing on the plan of operation and governance (providing a summary of the plan of operation and governance and the date, time, and location of each hearing);

**1.3.6.** Hold two public hearings on the initial plan of operation and governance;

**1.3.7.** Adopt plan of operation and governance;

**1.3.8.** Notify eligible customers of automatic enrollment and opt-out period prior to service under the Natural Gas Aggregation Program (notification is to state the rates, charges, and other terms and conditions of enrollment);

**1.3.9.** Any enrolled customer participating in the Natural Gas Aggregation Program will have the opportunity to opt-out of the Natural Gas Aggregation Program every two years, without paying a switching fee.

#### **1.4. Practical Steps and Requirements of the Competitive Market**

Practical steps and requirements of acquiring natural gas supply in the competitive market include the following activities to be undertaken by the City, and the contracted Natural Gas Aggregation Program supplier(s) [the “Supplier(s)”]:

**1.4.1.** Proposals submitted by Suppliers and negotiations undertaken with Suppliers by the City and legal and technical advisors;

**1.4.2.** The City selection of Supplier(s) and execution of Supply Contract(s);

**1.4.3.** Acquisition of electronic list of eligible customers in the City from the natural gas distribution utility;

**1.4.4.** Notification of opt-out process undertaken by the City and selected Supplier(s) via U.S. mail and utilizing electronic customer list addresses;

**1.4.5.** Electronic customer list revised by the City’s Supplier(s) who remove responding opt-out customers from the list;

**1.4.6.** Revised electronic customer list transmitted back to the natural gas distribution utility for customer transfer;

**1.4.7.** The natural gas distribution utility completes the administrative transfer of participating customers (via revised electronic list) to the City’s Supplier(s);

**1.4.8.** Firm all-requirements retail natural gas supply service initiated to participating customers based on terms and conditions of Supply Contract(s);

**1.4.9.** The City and legal and technical advisors monitor contract for compliance;

**1.4.10.** The City acts to protect interests of participating customers.

## **2. Description of Natural Gas Aggregation Program Goals and Operation**

### **2.1. Natural Gas Aggregation Program Goals**

The goals for the Natural Gas Aggregation Program are stated below. These goals guide the decisions of the City:

- To provide an option for aggregation of all eligible customers on a non-discriminatory basis;
- To allow those eligible customers who choose not to participate to opt-out;

- To acquire the best market rate available for natural gas supply;
- To provide customer education and enhance customer protection and options for service under contract provisions;
- To provide managerial, technical, and financial resources to acquire service and financial guarantees sufficient to protect customers and the natural gas distribution utility;
- To utilize and encourage demand-side management and other forms of energy efficiency through contract provisions and organizational policies;
- To advance specific community goals that may be selected from time to time;
- To provide full public accountability to customers, and;
- To utilize local government powers and authorities to achieve these goals.

## **2.2. Natural Gas Aggregation Program Operations**

The Natural Gas Aggregation Program is designed to reduce the amount participating customers pay for natural gas, and to gain other favorable economic and non-economic terms in service contracts, including financial guarantees to protect customers and the distribution utility. The City shall seek fixed and/or variable energy prices for each class of customers that may be lower than the comparable price available from the local distribution company or other suppliers. Large commercial and industrial customers, due to the varying characteristics of their gas consumption, may receive individual prices from the selected Supplier(s).

The City does not buy and resell natural gas, but represents customer interests as a master purchasing agent to set the terms for natural gas supply and service from a competitive Supplier(s). Through a negotiation process, the City develops a contract with a competitive Supplier for firm, all-requirements retail natural gas supply service. The contract is expected to be for a fixed term. The City may contract with one or more Suppliers to meet the needs of participating customers.

## **2.3. Natural Gas Aggregation Program Funding**

The Natural Gas Aggregation Program enables the City, on behalf of resident customers, the opportunity to gain market leverage, share resources, and reduce administrative and other costs for developing; implementing and providing a competitive supply of natural gas to customers. Funding for the implementation and oversight of the Natural Gas Aggregation Program activities is anticipated to be provided by the selected Supplier(s) with an appropriate administrative fee to cover the City's administrative costs of the Natural Gas Aggregation Program. Such funds will be paid to the City by the Supplier(s).



## **2.4. Consumer Participation**

An “eligible customer” shall be a customer that is eligible to participate in a governmental aggregation in accordance with R.C. 4929.26 and R.C. 4929.27 and Ohio Administrative Code (“OAC”) Rule 4901:1-28-01. Persons ineligible for governmental aggregation include:

- A person that is both a distribution service customer and a mercantile customer at the start of the service to the governmental aggregation;
- A mercantile customer that becomes a distribution service customer after the start of service to the governmental aggregation;
- A person under contract with a retail natural gas supplier in effect on the effective date of the ordinance authorizing opt-out aggregation; and
- A person already being supplied with natural gas commodity sales service as part of another governmental aggregation.

Eligible customers shall be notified of the Natural Gas Aggregation Program and terms and conditions of participation prior to initiation of services and be provided an opportunity to “opt-out” at no cost during a 21 day period specified in the terms and conditions of the Supply Contract(s). During this 21 day opt-out period, customers may choose another competing supplier, or receive service from their local distribution company. Participating customers will be given the opportunity every two years after the initiation of service to opt-out. Participating customers who choose to opt-out of the Natural Gas Aggregation Program after the initial 21 day period, but prior to the next two-year opt-out opportunity, may face an exit charge which will be described in the opt-out notification.

Consumers who move to a location within the City (including those who move from another location within the City), and are considered by the local distribution company to be new eligible gas customers, may participate in the Natural Gas Aggregation Program at the existing price and terms offered for that customer class, or other terms specified under the Supply Contract. Such new gas customer can also choose to opt-out of the Natural Gas Aggregation Program at no charge during the initial 21 day period after the relocation and at subsequent opt-out periods every two years.

### **2.4.1. Notification of Consumers**

Prior to initiation of service, all eligible customers shall be notified of the opt-out terms. The process of notification shall be as follows:

- (1) a separate mailing;
- (2) newspaper notices;
- (3) public service announcements; and

- (4) posting of prominent notice in the City's office building.

Prior to enrollment, the notification shall be mailed in a timely manner for receipt by customers prior to their start-of-service day. The opt-out period shall be 21 days from the notice's postmarked date (or, if none, the mailing date). The notification shall include:

- 1) A summary of the actions that the City took to authorize the Natural Gas Aggregation Plan.
- 2) A description of the services that the City will provide under the Natural Gas Aggregation Plan.
- 3) Disclosure of the price that the City will charge customers for competitive retail natural gas service.
- 4) An itemized list and explanation of all fees and charges that are not incorporated into the rates and that the governmental aggregator will charge the customer for participating in the aggregation, including any applicable switching fees or early termination penalties.
- 5) Disclosure of the dates covered by the aggregation, including an estimated service commencement date and notice that the customer may opt-out of the aggregation at least every two years without penalty.
- 6) Disclosure of any credit and/or deposit requirements.
- 7) Disclosure of limitations or conditions on customer acceptance into the aggregation, if any.
- 8) A description of the opt-out process and statement that the opt-out period will last for 21 days from the date of the postmark on the written notice;
- 9) A local or toll-free telephone number that customers can call with questions regarding the formation or operation of the aggregation, including associated calling hours;
- 10) Language on the front cover of the envelope or postcard stating: "Important natural gas aggregation information;" and

A customer-friendly opt-out form (e.g. a postcard) to return to the City indicating whether the customer has opted out of the Aggregation Program. Customers who do not return the opt-out form shall be automatically included in the Aggregation Program. Eligible customers who do not return the opt-out form shall be automatically included in the Natural Gas Aggregation Program.

#### **2.4.2. Activation of Customer Service**

The process of activation is an administrative function with four parts: 1) Data preparation: On an electronic list consistent with Electronic Data Interface protocols, the natural gas distribution utility will identify all eligible customers within the City; 2) Data verification: To the extent needed, if not inherent in data preparation, the natural gas distribution utility shall check customer meter numbers and other codes to verify proper eligible customer identification; 3) List Adjustment: Following the opt-out process, the selected Supplier(s) shall remove all customers who choose to opt-out from the electronic customer list; and 4) Automatic Enrollment: The revised electronic customer list shall be transmitted back to the natural gas distribution utility for customer transfer to the selected Supplier(s).

Eligible customers on all billing cycles will be enrolled with the selected Supplier(s) consistent with the beginning of a new billing cycle. Service under the selected Supplier(s) shall begin at the start of the billing period following transfer. Service starts that do not match the billing cycle may be requested by a customer, but may incur additional charges from the local distribution company.

#### **2.4.3. New Individual Customers**

Eligible customers who relocate to an address within the City shall be included in the Natural Gas Aggregation Program, subject to their opportunity to opt-out. New customers shall be informed of this opt-out opportunity by the natural gas distribution utility when they sign-up for new service. The natural gas distribution utility shall notify the selected Supplier(s) of the new request for service, and the selected Supplier(s) shall provide standard opt-out notification materials to the new customer.

**2.4.3.1.** Eligible customers who relocate within the City and are not assigned a new account number by the incumbent natural gas company shall maintain the rate that the customer was charged at the previous location or, if the rate at the new location is higher than the customer's previous location, the customer shall have the right to opt-out of the aggregation without penalty.

**2.4.3.2.** An eligible customer who had previously opted out of the aggregation may subsequently be permitted to join the National Gas Aggregation under prices and terms contained in an existing Supply Contract, however such prices may be higher than for those customers who have joined at the outset of the contract.

#### **2.4.4. Customer Switching Fee**

The selected Supplier(s) shall be responsible for payment of any customer switching fee imposed by the incumbent natural gas distribution utility.

#### **2.4.5. Individual Customer Termination of Participation**

In addition to the opportunity to opt-out of the Natural Gas Aggregation Program prior to start up of service, an individual customer will be given an opportunity to opt-out at no charge every two years after start up of service. Consumers who move from the City will have no penalties or exit fees. However, an individual customer who chooses to opt-out during the period between start-up and the two year opportunity to opt-out may be required to pay an exit fee.

#### **2.4.6. Service Termination by Supplier**

Consistent with the requirements of Ohio law and the regulations of the PUCO, termination of service may take place for non-payment of bills. Customers whose natural gas supply is terminated by a selected Supplier will receive natural gas supply from their local distribution company, unless the local distribution company has also met state requirements to terminate service. Customers may be considered for re-enrollment in the Natural Gas Aggregation Program once they have met the requirements of law and are current on bill payment.

#### **2.4.7. Termination of the Natural Gas Aggregation Program**

The Natural Gas Aggregation Program may be terminated for participating customers upon the termination or expiration of the natural gas supply contract(s) without any extension, renewal, or subsequent supply contract being negotiated; or

In the event of termination, each individual customer receiving natural gas supply services under the Natural Gas Aggregation Program will receive notification of termination of the program ninety (90) days prior to such termination. Customers who are terminated from the Natural Gas Aggregation Program shall receive natural gas supply from the local distribution company unless they choose an alternative supplier.

The City shall utilize appropriate processes for entering, modifying, enforcing, and terminating agreements pertinent to the Natural Gas Aggregation Program consistent with the requirements of its ordinances, state and federal law. Other agreements shall be entered, modified, or terminated in compliance with law and according to the express provisions of any negotiated agreements.

### **2.5. Customer Care**

#### **2.5.1. Universal Access**

“Universal access” is a term derived from the traditional regulated utility environment in which all customers desiring service receive that service. For the purpose of the Natural Gas Aggregation Program, this will mean that all eligible customers within the borders of the City, and all new eligible customers in the City, shall be eligible for service from the contracted supplier under the terms and conditions of the Supply Contract.

### **2.5.2. Rates**

Under PUCO orders, the local distribution company assigns the customer classification and corresponding character of service and associated regulated rates. These rates include a monthly customer charge, a distribution charge, and other applicable charges. Although the City may participate in regulatory proceedings and represent the interests of customers regarding these regulated rates, it will not assign or alter existing customer classifications without the approval of the PUCO.

The focus of the Natural Gas Aggregation Program, as noted above, will be acquisition of competitive prices and terms for natural gas supply. The prices will be set through a contract negotiation process, and will be indicated on the customer bill as the “natural gas supply charge.” The natural gas supply charge for each customer class, or any customer grouping by load factor or other appropriate pricing category, is expected to be competitive with the local gas utility’s and other suppliers’ natural gas commodity rate(s). All Supplier charges to the customer will be fully and prominently disclosed under the notification process.

### **2.5.3. Costs to Consumers**

Consumer bills will reflect all charges for the administrative costs of the Natural Gas Aggregation Program, if applicable. As noted in Section 2.3, the program is expected to be funded by a per mcf (or ccf) administrative fee, depending on the unit that is used by the gas distribution company that serves the customer. The fee will be provided by the Supplier(s) to the City. This charge will cover program costs for any necessary technical or legal assistance for the Natural Gas Aggregation Program.

Additional charges may be levied by the selected Supplier(s), the local distribution company, and PUCO-approved local distribution tariffs.

### **2.5.4. Consumer Protections**

Regarding all issues of customer protection (including provisions relating to slamming and blocking), the City will ensure that the selected Supplier(s) complies with all statutes, rules and regulations currently in place and as may be amended from time to time. The City will provide on-going customer education through public service announcements, posting of information, media press releases, advertising, and direct mailing depending upon the subject and appropriate venue.

#### **2.5.4.1. Contract Disclosure**

The City will ensure that customers are provided with adequate, accurate and understandable pricing and terms and conditions of service, including any switching fees, opt-out opportunities, including the conditions under which a customer may rescind a contract without penalty.

#### **2.5.4.2. Billing and Service Assistance**

The selected Supplier(s) may utilize the billing services of the local distribution company, where such services are available, to render timely billings to each participating customer. Separate bills from the selected Supplier(s) and the local distribution company may also be requested.

All bills at a minimum shall include the following information: (1) price and total billing units for the billing period and historical annual usage; (2) to the maximum extent practicable, separate listing of each service component to enable a customer to recalculate its bill for accuracy; (3) identification of the supplier of each service; (4) statement of where and how payment may be made and (5) a toll-free or local customer assistance and complaint number for the Supplier, as well as a customer assistance telephone numbers for state agencies, such as the PUCO, with the available hours noted.

Credit, deposit, and collection processes concerning billing will remain the sole responsibility of the selected Supplier(s) and the local distribution company as provided by state law. Under no circumstances shall the City have any responsibility for payment of any bills.

Unless otherwise specified in the Supply Contract, all billing shall be based on the meter readings generated by meters of the distribution company at the customer facilities. Consumer bills shall be rendered monthly. Customers are required to remit and comply with the payment terms of the natural gas distribution utility and/or the Supplier(s). Billing may take place through the distribution company at the Supplier's option. In the event that necessary billing data is not received from the distribution company in time to prepare monthly bills, the Supplier reserves the right to issue a bill based on an estimate of the participating customer's usage for that billing period. Any over-charge or under-charge will be accounted for in the next billing period for which actual meter data is available.

#### **2.5.4.3. Standard Terms and Conditions Pertaining to Individual Account Service**

The following customer protection provisions are anticipated to be contained in a Supply Contract.

**A. Title:** Title to and risk of loss with respect to the natural gas will transfer from Supplier(s) to participating customers at the point-of-sale which is the customer side of the meter.

**B. Initiation of Supply Service:** Natural Gas deliveries pursuant to the Supply Contract will begin on the first meter reading date following the scheduled initiation of service date for each rate class or customer group, or individual customer as described in the Supply Contract, or as soon as necessary arrangements can be made with the distribution company thereafter and will end on the last meter reading date prior to the expiration date. The Supplier has the right to request a "special" meter reading by the distribution company to initiate energy delivery and agrees to accept all costs (if any) for such meter reading. The participating customer also has such a right, and similarly would bear the costs (if any) of such special meter reading.

**C. Standard Limitation of Liability:** Recognizing that natural gas provided under the Supply Contract shall be ultimately delivered by the distribution company, to the extent permitted by law, the Supplier shall not be liable for any damage to a participating customer's equipment or facilities, or any economic losses, resulting directly or indirectly from any service interruption, discontinuance of service, irregular service or similar problems beyond the Supplier's reasonable control. To the extent permitted by law, except as expressly stated in the Supply Contract, the Supplier will make no representation or warranty, express or implied (including warranty of merchantability or of fitness for a particular purpose), with respect to the provision of services and natural gas.

**D. Service Reliability and Related Supplier Obligations:** Given the increasing interest in and need for high levels of reliability, the Supply Contract will help assure that participating customers in the City receive natural gas supply with reliability equal to that of firm customers of the distribution company. The Supplier is providing metered natural gas commodity services, and participating customers must rely upon the distribution company for ultimate delivery of gas. However, within the scope of natural gas supplier obligations, the Supplier shall take or adopt all reasonable steps or measures to avoid any unnecessary service interruptions, curtailments of natural gas supply, and any other interference or disruption of natural gas supply to the Point-of-Delivery. In addition to language to be included in the Supply Contract, the City will help to assure reliability through participation in proceedings related to the natural gas distribution utility's regulated and distribution services and through direct discussions with the natural gas distribution utility concerning specific or general problems related to quality and reliability of distribution service.

**E. Marketing and Solicitation Limitations:** Participating customers will be protected from unwanted marketing solicitations by: (a) a prohibition that the selected Supplier(s) may not sell or exchange the customer's name/address/or other identifying information to third parties without the City's prior written consent; (b) an opportunity for each participating customer to check off a box rejecting additional mail solicitations from the Supplier(s) (if the solicitation is via U.S. mail or other printed means) or an opportunity to request removal from a telephone solicitation list.

#### **2.5.4.4. Protection of Consumers and Risk Associated with Competitive Market**

In a competitive market, it is possible that the failure of a natural gas supplier to deliver service may result in the need for customers to acquire alternative natural gas supply, or for customers to receive gas at market prices. The City will seek to minimize this risk by recommending only reputable Suppliers which demonstrate financial strength and the highest probability of reliable service. The City also intends to include provisions in its contract with selected Supplier(s) that will protect customers against risks or problems with natural gas supply service.

#### **2.5.4.5. Resolution of Consumer Complaints**

It is important that customer complaints be directed to the proper party. The selected Supplier(s) shall ensure that each participating customer receives a printed copy of a toll-free



number to call regarding service problems or billing questions. The Supplier(s) shall refer reliability, repair, or service interruption, and billing issues to the local distribution company. The Supplier(s) shall handle all complaints in accordance with applicable laws and regulations. Problems regarding the selected Supplier(s) can be directed to the City or the PUCO. Customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or for TTY at 1-800-686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov). Customers may also contact the City at [www.Cincinnati-Oh.gov](http://www.Cincinnati-Oh.gov).

#### **2.5.4.6. Periodic Reports on Consumer Complaints**

The City shall act to monitor and enforce customer protection provisions included in the Supply Contract. At the request of the City, the selected Supplier(s) shall provide a periodic summary of the number and types of customer service issues and complaints that arose to date, and the status of resolution of those issues and complaints. If such reports indicate problems in the selected Supplier's service, the City will pursue timely remedial action, or consider the Supplier in breach of Supply Contract terms.

### **2.6. Rights and Responsibilities of Program Participants**

#### **2.6.1. Rights**

All Natural Gas Aggregation Program participants shall enjoy the protections of customer law as they currently exist or as they may be amended from time to time. Under protocols developed by the PUCO, problems related to billing or service shall be directed to the appropriate parties: the distribution utility or the selected Supplier(s).

#### **2.6.2. Responsibilities**

All Natural Gas Aggregation Program participants shall meet all standards and responsibilities required by the PUCO, including timely payment of billings and access to essential metering and other equipment to carry out utility operations.

##### **2.6.2.1. Taxes**

The selected Supplier(s) shall include on the participating customer's bill and remit to the appropriate authority all sales, gross receipts, or excise or similar taxes imposed with respect to the consumption of natural gas. Participating customers shall be responsible for all taxes (except for taxes on the Supplier's income). Participating customers shall be responsible for identifying and requesting any applicable exemption from the collection of any tax by providing appropriate documentation to the Supplier(s).

### **3. Organizational Structure and Governance of the Natural Gas Aggregation Program**

#### **3.1. Description of Organization and Management of Natural Gas Aggregation Program**

The City will establish the Aggregation Program in accordance with law and to provide managerial, technical, and financial resources to acquire service and financial guarantees sufficient to protect consumers and the natural gas distribution utility. The City has developed a firmly based organization and employed legal and technical assistance from experienced and highly reputable firms.

The City's legal counsel, Bricker & Eckler LLP, handles the legal needs of energy producers, energy consumers in both the public and private sector, as well as new energy marketers, providing legal services ranging from representation in regulatory proceedings, to negotiating new contractual relationships, to handling the acquisition, disposition and financing of energy businesses and facilities. Bricker & Eckler LLP has advised numerous Ohio political subdivisions in connection with the deregulation of energy markets in Ohio, and developed particular expertise in issues facing governmental aggregators.

City Council, in conjunction with the Mayor and the City Manager, oversees the implementation and operation of the Aggregation Program consistent with the provisions of R.C. 4928.20.

#### **3.2. Outline of Structure**

##### **Participating Consumers**

Consumers can influence the City and its functions. They can elect candidates to the City Council whose members may take positions regarding the government aggregation program. They can express their views to their respective council representatives. They can participate in local and state meetings and hearings regarding issues related to the City's Aggregation Program. Participating consumers will benefit from the market leverage of the group, and the professional representation and consumer protections provided under the negotiated service contracts. Individual consumers may opt-out of participation and may also bring issues before their local legislative body.

##### **Service Supplier(s)**

Service Supplier(s) contract with the City to provide firm all-requirements natural gas supply to participating consumers in the City, or other specified services. Contractors report to the City and carry out services in adherence to contract provisions.

**EXHIBITS B-3 and B-4**  
**City of Cincinnati**  
***Automatic Aggregation Disclosure Notification and***  
***Opt-Out Notice***

See attached disclosure and opt-out notice.

*City letterhead and/or logo*

**[CRNGS Supplier Name & Address]**

[Date]

Dear Cincinnati Resident:

I am pleased to announce that the City of Cincinnati, through its Governmental Aggregation Program, has selected **[CRNGS Supplier]** as its supplier of natural gas. Cincinnati has negotiated a **[TBD/Mcf]** price for Cincinnati residents for the period of **[TBD]**. More specific information about pricing is contained in the accompanying terms and conditions. This letter informs you that, pursuant to Ohio Revised Code Section 4929.26, you have the right to opt-out of their program without charge.

At this time you have the following three options concerning your natural gas supply:

Option 1. You can participate in Cincinnati's natural gas aggregation program, and enjoy the favorable rates we have negotiated for you. ***If you wish to participate in the program, there is no need to take any action.*** There is no cost for enrollment and you will not be charged a switching fee.

Option 2. If you do not want to participate in the Cincinnati Natural Gas aggregation program, you must choose Option 2, by signing and dating the attached form and returning it to us within 21 days after the mailing date on this notice. If you choose Option 2, your natural gas service will be provided by Duke Energy Ohio at its standard GCR rate until you choose an alternate supplier; or

Option 3. You can opt-out of the natural gas program and shop for and negotiate a contract with a natural gas supplier on your own.

City of Cincinnati officials have negotiated a natural gas supply contract with **[CRNGS Supplier]** on behalf of all City of Cincinnati residents who wish to participate in the aggregation program. Both the City of Cincinnati and **[CRNGS Supplier]** are certified by the Public Utilities Commission of Ohio to provide this service. This program has been authorized by our City Council through an ordinance and subsequent voter approval. This phase of our aggregation program will begin with your **[Month Year]** billing cycle and end with your **[Month Year]** billing cycle.

The terms and conditions of the offer we have negotiated on your behalf are included in this mailing. If you have any questions about the Cincinnati natural gas supply program or your options, please contact **[CRNGS Supplier]** at **1-XXX-XXX-XXXX**. They are standing by to answer any questions you might have.

***You will be automatically enrolled in Cincinnati's Natural Gas Aggregation Program unless you choose to "opt out" - that is, to not participate.*** There is no cost for enrollment and you do not need to do anything to be included. If you choose to opt-out of this program, you will revert to service by Duke Energy Ohio, unless and until you choose another supplier.

***If you want to be excluded from the Cincinnati Natural Gas Aggregation Program you must return the enclosed "Opt-Out" form to the [CRNGS Supplier]. The return form must be postmarked no later than 21 days from the postmark on this notice. You may also opt-out by calling [CRNGS Supplier]; toll free, at 1-XXX-XXX-XXXX.*** If you do not opt out at this time, you will be enrolled in the program until it expires in **[Month Year]**. At that time, you will again have the chance to opt out of the program with no penalty. Every participant will be allowed to leave the program at least once every two years without incurring any penalty. Please note that if you remain in the aggregation group, you will receive a letter from Duke Energy Ohio advising you of your impending transfer to **[CRNGS Supplier]**, and advising you to contact them if you do not want to be in the Program. Unless you have decided not to participate in the aggregation program, you do not have to do anything with that letter or take any other action.

***Warning: If you are already under contract with a competitive retail natural gas service provider you may incur a contract termination fee or other charges if you fail to opt-out of the aggregation. The contract with your provider should specify any charges or fees you would incur.***

In Ohio's deregulated natural gas environment, Duke Energy Ohio will continue to maintain the pipeline system that delivers natural gas to your home or business. You will continue to receive a single bill from Duke Energy Ohio for your natural gas service, but it will include a gas supply charge from [CRNGS Supplier] and sales tax charge on the cost of the gas supply in place of the bundled rate you have been paying Duke Energy Ohio. You will still contact Duke Energy Ohio regarding loss of gas service, odor of gas, or for any other concerns or issues having to do with your local service. Budget billing and automatic billing options will continue to be available through Duke Energy Ohio.

If you have any questions, call [CRNGS Supplier] at 1-XXX-XXX-XXXX from X:XX am to X:XX pm EST, Monday through Friday. For general information on natural gas deregulation in Ohio, you can also visit the Web Sites of the Ohio Consumer's Counsel ([www.pickocc.org](http://www.pickocc.org)) or the Public Utilities Commission of Ohio ([www.PUCO.ohio.gov](http://www.PUCO.ohio.gov)).

Sincerely,

Milton Dohoney, Jr.  
City Manager  
City of Cincinnati

P.S. Remember to return the "Opt-Out" form or call [CRNGS Supplier] only if you do ***not*** want to participate in the Cincinnati Natural Gas Aggregation Program.

**Opt-Out Form – Cincinnati Natural Gas Government Aggregation Program**

By returning this signed form, you will be ***excluded*** from the opportunity to join other customers in the Cincinnati Natural Gas Governmental Aggregation Program.

**I wish to opt out of the Cincinnati Natural Gas Governmental Aggregation Program.** (Check box to opt out) ☐

[LCD] account holder name (please print clearly): \_\_\_\_\_

Your account number as it appears on your Duke Energy Ohio natural gas bill:

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Service address (address, state and zip): \_\_\_\_\_

Phone number: \_\_\_\_\_ Date: \_\_\_\_\_

Account holder's signature: \_\_\_\_\_

Mail by [MM/DD/YYYY] to: Cincinnati Natural Gas Governmental Aggregation Program,  
[CRNGS Supplier Address] Or  
Call us prior to X:XX p.m. Monday – Friday at (513) 591-6000

## TERMS AND CONDITIONS

**Enrollment:** Customer's service with [CRNGS Supplier] will commence upon the successful completion of the Program's opt out period and enrollment process with Duke Energy Ohio, which is expected to commence within one or two billing cycles following completion of the opt-out period.

**Rate:** Customer price per Mcf will be [TBD] for Customer's flow date beginning MM/DD/YYYY through MM/DD/YYYY.

**Regulatory Jurisdiction:** The Governmental Aggregation Program as well as competitive retail access pursuant to which [CRNGS Supplier] shall supply natural gas is subject to ongoing jurisdiction of the Public Utilities Commission of Ohio (PUCO). If the Program is terminated by the PUCO, then both you and [CRNGS Supplier] have the right to terminate this Agreement without penalty to either party.

**Billing:** [CRNGS Supplier] will place its charges for the natural gas delivered on Customer's Duke Energy Ohio bill [CRNGS Supplier] commodity charge will be separately identified among those charges Customer regularly receives from Duke Energy Ohio. Customer agrees to pay [CRNGS Supplier] commodity charges in accordance with the payment procedures implemented by Duke Energy Ohio.

**Customer Service:** Should Customer have any questions or comments concerning [CRNGS Supplier]'s services, Customer can call [CRNGS Supplier] toll free at 1-XXX-XXX-XXX during the hours of XX:XX am to X:XX pm EST, Monday through Friday, contact [CRNGS Supplier] by mail at [ADDRESS]. Should a dispute arise between Customer and [CRNGS Supplier] that cannot be resolved by the [CRNGS Supplier] Customer Service Representative, then that dispute will be referred to a [CRNGS Supplier] Customer Service Manager for consideration. A determination regarding the dispute will be communicated to Customer either by telephone, regular mail or electronically. If Customer's questions are not resolved after Customer has called [CRNGS Supplier], Customer may call the Public Utilities Commission of Ohio (PUCO) toll free at 1-800-686-7826 or 1-614-466-3292 or for TDD/TYY toll free at 1-800-686-1570 or 614-466-8180 from 8:00 am to 5:00 pm weekdays, or visit the PUCO website at [www.puco.ohio.gov](http://www.puco.ohio.gov) or as otherwise specified by the PUCO. Residential customers may call the Ohio Consumers' Counsel ("OCC") toll free at 1-877-742-5622 from 8:30 am to 5:30 pm weekdays, or visit the OCC website at [www.pickocc.org](http://www.pickocc.org) for general information regarding Customer Choice programs.

**Rescission and Cancellation of Contract:** Duke Energy Ohio will send Customer a letter confirming Customer's enrollment with [CRNGS Supplier]. Customer has seven (7) business days from the post mark date of that letter ("rescission period") to change his/her mind and to rescind Customer's enrollment by notifying Duke Energy Ohio at 1-XXX-XXX-XXXX, if after the rescission period this Agreement is terminated prematurely for any reason attributable to Customer's action or inaction. Customer may incur an early termination fee, subject to any limitations set forth in the Contract Termination clause below, except that each customer will be permitted to rescind their enrollment in the program one time without incurring an early termination fee. If the Customer voluntarily returns to Duke Energy Ohio after having selected [CRNGS Supplier] as Customer's marketer, Customer may be charged a price other than the Duke Energy Ohio gas cost recovery (GCR) rate. Also, should Customer decide to switch from one marketer to another, Duke Energy Ohio may impose a switching fee if provided for by the Duke Energy Ohio tariff. Further, should [CRNGS Supplier] intend to terminate this Agreement and to discontinue service to you at the expiration of the Term, [CRNGS Supplier] shall, to the maximum extent possible, provide you thirty (30) days notice.

**Contract Termination:** This Agreement shall terminate automatically without penalty if a) the requested service location is not served by Duke Energy Ohio; b) Customer relocates; or c) [CRNGS Supplier] returns Customer to utility service if such termination is permitted by this Agreement. Customer has the right to terminate this Agreement without penalty if: a) Customer relocates; or b) for the same reasons that [CRNGS Supplier] has a right to terminate this Agreement without penalty, if any, other than for non-payment.

**Payment Information:** Customer has the right to request, without charge, up to twenty-four months of payment history for services performed by [CRNGS Supplier].

**Non-disclosure of Information:** [CRNGS Supplier] will not release Customer's account number or Customer's social security number (if Customer provided it) without Customer's affirmative written consent.

**Assignment:** This contract is assignable by [CRNGS Supplier] without Customer's consent subject only to any regulatory approvals.

**Eligibility:** This Agreement is for residential and small commercial customers who satisfy PUCO and Duke Energy Ohio tariff eligibility criteria. Also, **[CRNGS Supplier]** reserves the right at any time to terminate service to Customer locations that consume more than 5000 Ccf per year and return Customer to Duke Energy Ohio with no penalty to either party. Further, participation in the program is subject, in part, to the rules implemented by Duke Energy Ohio and, as a result, customers are sometimes terminated from the competitive retail access program. Regardless of the reason for termination, in no case will the Term be extended for months that Customer was unable to participate nor will **[CRNGS Supplier]** have any liability for any early termination or for any months that Customer was unable to participate in the program.

**Limitation of Liability:** **[CRNGS Supplier]** assumes no liability or responsibility for losses or consequential damages arising from items associated with Duke Energy Ohio including, but not limited to: operations and maintenance of its system; any interruption of service; termination of service; or deterioration of service, nor does **[CRNGS Supplier]** assume responsibility or liability for damages arising from any in-home or building damages and in addition shall not be responsible for any indirect, consequential, special or punitive damages whether arising under contract, tort (including negligence or strict liability) or any other legal theory.



**EXHIBIT B-5**  
**City of Cincinnati**

***Experience***

The City of Cincinnati (“Cincinnati”) has extensive experience with the provision of public utility services to retail customers. Cincinnati operates a major public utility. Cincinnati has operated the Greater Cincinnati Water Works (“GCWW”) since it purchased Cincinnati’s water system in 1839. It supplies more than 48 billion gallons of water per year through 3,000 miles of mains to approximately 235,000 residential and commercial customers. By contractual arrangement, GCWW manages the day-to-day operation of the Metropolitan Sewer District of Greater Cincinnati (“MSDGC”). Through its management and operation of a major water and wastewater treatment utility, Cincinnati has extensive experience with all aspects of the delivery of utility services, from the provision of the utility service itself, to all of the ancillary functions that attend such services, such as billing and customer care. Further information regarding Cincinnati’s utility operations may be found at <http://www.cincinnati-oh.gov/noncms/blended/water/>. It should be noted that while Cincinnati has extensive experience in the area of customer care, billing and responding to customer complaints, it expects to rely upon the services of the competitive retail natural gas supplier (“CRNGS”) that is selected by Cincinnati to perform the day-to-day customer care functions for its electric aggregation program

Cincinnati is also a major consumer of electric and natural gas services. Cincinnati currently shops for the vast majority of energy needs attending city facilities, including the GCWW and the MSDGC. Cincinnati is an active market participant in both the electric and natural gas markets in order to keep its operating expenses as low as possible to the benefit of its citizens and taxpayers. In this regard, Cincinnati has extensive experience in procuring electric and natural gas supplies, along with the supply solicitations and contract negotiations that are necessary for a successful procurement program.

In addition, Cincinnati is a long-standing, regular participant in the major utility proceedings before the PUCO involving Duke Energy Ohio. Cincinnati has been an active intervenor in Case Nos. 03-93-EL-UNC, 07-589-GA-AIR, 08-920-EL-SSO, et al, and most recently, 10-2586-EL-SSO and 11-3549-EL-SSO. Through its commodity market involvement, Cincinnati is also conversant with regulations governing CRNGS services.

Finally, Cincinnati regularly retains experienced outside counsel and energy consultants with respect to its energy procurement and advocacy programs.

**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

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**Case No(s). 12-0670-GA-GAG**

Summary: Application of the City of Cincinnati for Certification to Provide Aggregation Service in the State of Ohio electronically filed by Teresa Orahod on behalf of City of Cincinnati