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PUCO

February 21, 2013

VIA FEDERAL EXPRESS

Public Utilities Commission of Ohio
Docketing Division
13th Floor
180 East Broad Street
Columbus, Ohio 43215-3793

**Re: City of Sharonville Governmental Certification Application
Case No. 13-424-EL-GAG**

Dear Clerk:

Enclosed please find an original and ten copies of Pages 14-17A to the Electric Governmental Aggregator Certificate Application for the City of Sharonville, case 13-424-EL-GAG.

I am submitting the *revised* pages in response to comments received from Mr. Charles Stockhausen, Reliability and Service Analysis Division, Service Monitoring and Enforcement Department of the public utilities commission of Ohio. Per Mr. Stockhausen's instruction, please file the pages as an addendum to the City of Sharonville's application noted above.

If you have any questions concerning the application, please contact me at the below referenced telephone number or via email at jkist@tugmgt.com.

Thank you for your assistance in this matter.

Sincerely,

Jennifer M. Kist
Director of Operations

Enclosures

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business
Technician AM Date Processed **FEB 22 2013**

Draft Automatic Aggregation Notification

(Final Notice to be provided no later than 10 days prior to mailing)

City letterhead and/or logo

[CRES Supplier Name & Address]

Electric Governmental Aggregation Program

[Date]

Dear City of Sharonville Resident:

Welcome to the City of Sharonville Electric Aggregation Program. On November 6, 2012, by a majority vote, City of Sharonville residents authorized the City to form a governmental aggregation program to negotiate a more favorable price and terms for electric supply for city residents and small businesses. **The governmental aggregation program is set up such that you will be automatically enrolled unless you choose to opt out – that is, choose to not participate - as described below.**

City of Sharonville officials have researched offers from various electric suppliers and have selected [CRES SUPPLIER] to be Sharonville's electric supplier. Both the City and [CRES SUPPLIER] are Certified by the Public Utilities Commission of Ohio to provide this service.

According to the agreement with [CRES SUPPLIER], the fixed price of electric will be [XXX/kWh] beginning approximately with your [Month/year] billing cycle, and will be in effect through your [Month/year] billing cycle. More detailed information is included in the attached terms and conditions from [CRES SUPPLIER].

You will be automatically enrolled in the City of Sharonville Electric Aggregation Program unless you choose to opt out. There is no cost for enrollment.

If you wish to be excluded, you must return the enclosed "opt out" postcard within 21 calendar days after the postmark on this notice. There is no fee or penalty for opting out during the opt-out period. If you choose to opt out of this program, you will continue supply service with Duke Energy Ohio unless and until you choose another supplier. **Warning: If you are already under contract with a competitive retail electric service provider, you may incur a contract termination fee or other charges if you fail to opt-out of the aggregation.**

Participants who do not opt out will receive a letter from Duke advising you of your impending transfer to [CRES SUPPLIER], and advising you to contact them within seven (7) days if you do not want to be in the program. This will be your second chance to opt out. If you want to remain enrolled in the aggregation program you need not take any action.

If you become a new member in the aggregation group, you will be enrolled in the program through [Month/year]. At that time you will have a chance to opt out of the program with no penalty. By Ohio law, every participant will have the opportunity to leave the program every three years without incurring any penalty.

In Ohio's deregulated electric supply environment, Duke Energy Ohio will continue to maintain the wires and distribution system that delivers electric to your home or business. You will continue to receive a single bill from Duke Energy Ohio for your electric service, but it will include an electric energy charge from [CRES SUPPLIER] in place of the bundled rate you have been paying Duke Energy Ohio. You will still contact Duke Energy Ohio regarding loss of electric service or 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 about the City of Sharonville Electric Program, contact [CRES SUPPLIER] at [1-800- XXX-XXXX] or The Utilities Group at 513-481-7954 Monday through Friday, 9:00 AM until 5:00 PM EST. For general information on electric deregulation in Ohio, you can also visit the Web Sites of the Ohio Consumer's Counsel www.pickocc.org or the Public Utilities Commission of Ohio www.PUCO.ohio.gov.

Regards,

City of Sharonville

Remember! Return the "Opt-Out" form or call [CRES Supplier] only if you do *not* want to participate in the City of Sharonville Electric Aggregation Program.

If the home or small business for which you have received this letter is not located within the jurisdictional limits of the City of Sharonville, you have received this letter in error. Please contact [CRES SUPPLIER] AT 1-800-XXX-XXXX to be removed from the aggregation list.

Draft Opt-Out Notice

(Final Notice to be Provided no later than 10 days
prior to mailing of the Aggregation Notice)

OPT-OUT Form City of Sharonville Electric Aggregation Program

By returning this signed postcard, you are expressing your desire **to exclude yourself** from the City of Sharonville Electric Governmental Aggregation program.

() I wish to Opt-out of the Electric Government Aggregation Program.

(Please place an X in the box)

Duke Energy account holder name (please print clearly) _____

Duke Energy account Number: ____-____-____ (10 digit account number as it appears on your electric bill)

Service Address _____

City _____

State and Zip # _____

Account Holder's Signature: _____

Mail by MM/DD/YYYY to:
City of Sharonville Electric Governmental Aggregation Program
c/o [CRES SUPPLIER]
[CRES SUPPLIER ADDRESS]

Reminder, if you wish to participate in the program, **do not** complete this form. You will automatically be enrolled.

TERMS AND CONDITIONS (Draft – Final T&Cs to be provided)

Enrollment: Customer's service with [CRES 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 kWh will be [TBD] for Customer's meter date beginning MM/DD/YYYY through MM/DD/YYYY.

Regulatory Jurisdiction: The Governmental Aggregation Program as well as competitive retail access pursuant to which [CRES SUPPLIER] shall supply electric 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 [CRES SUPPLIER] have the right to terminate this Agreement without penalty to either party.

Billing: [CRES SUPPLIER] will place its charges for the electric delivered on Customer's Duke Energy Ohio bill. [CRES SUPPLIER]'s commodity charge will be separately identified among those charges Customer regularly receives from Duke Energy Ohio. Customer agrees to pay [CRES SUPPLIER] commodity charges in accordance with the payment procedures implemented by Duke Energy Ohio. Budget billing and automatic billing options will continue to be available through Duke Energy Ohio. [CRES SUPPLIER] may cancel this contract on at least fourteen calendar days written notice should Customer fail to pay the bill or fail to meet any agreed-upon payment arrangements. Upon cancellation, Customer will be returned to the utility as a customer for electric supply service. Failure to pay electric utility charges may result in Customer being disconnected in accordance with the electric utility tariff.

Customer Service: Should Customer have any questions or comments concerning [CRES SUPPLIER]'s services, Customer can call [CRES SUPPLIER] toll free at 1-800-XXX-XXX during the hours of X:XX am to X:XX pm EST, Monday through Friday or contact [CRES SUPPLIER] by mail at [CRES ADDRESS]. Should a dispute arise between Customer and [CRES SUPPLIER] that cannot be resolved by the [CRES SUPPLIER]'s Customer Service Representative, then that dispute will be referred to a [CRES SUPPLIER] Customer Service Manager for consideration. A determination regarding the dispute will be communicated to Customer either by telephone, regular mail or electronically. 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>.

Rescission and Cancellation of Contract: Duke Energy Ohio will send Customer a letter confirming Customer's enrollment with [CRES 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 1-800-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. If the Customer voluntarily returns to Duke Energy Ohio after having selected [CRES SUPPLIER] as Customer's marketer, Customer may not be served under the same rates, terms, and conditions that apply to other customers served by the electric utility. 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 [CRES SUPPLIER] intend to terminate this Agreement and to discontinue service to you at the expiration of the Term, [CRES 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) [CRES 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 [CRES SUPPLIER] has a right to terminate this Agreement without penalty, if any, other than for non-payment. If Customer terminates early, for any reason other than one falling under the no penalty provisions listed, an early termination fee based on annual usage characteristics shall apply as follows:

Less than < 100,000 kWh = \$XX
Between 101,000 kWh to 400,000 kWh = \$XX
Between 401,000 kWh to 700,000 = \$XX

Payment Information: Customer has the right to request, without charge, twice within a twelve month period, up to twenty-four months of payment history for services performed by [CRES SUPPLIER].

Non-disclosure of Information: [CRES Supplier] is prohibited from disclosing a Customer's social security number and/or account number(s) without the Customer's consent except for the CRES provider'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.

Assignment: This contract is assignable by [CRES 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, [CRES SUPPLIER] reserves the right at any time to terminate service to Customer locations that consume

more than 700,000 kWh 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.

Limitation of Liability: [CRES 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 [CRES 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.

Generation Resource Mix and Environmental Characteristics: See attached Disclosure Information. [TO BE PROVIDED BY CRES]