



*The Public Utilities Commission of Ohio*

PUCO USE ONLY		
Date Received	Case Number	Version
	- EL-GAG	August 2004

13-0566-EL-GAG

## **CERTIFICATION APPLICATION FOR GOVERNMENTAL AGGREGATORS**

Please print or type all required information. Identify all attachments with an exhibit label and title (Example: Exhibit A-5 Experience). All attachments should bear the legal name of the Applicant and should be included on the electronic copy provided. Applicants should file completed applications and all related correspondence with: Public Utilities Commission of Ohio, Docketing Division, 180 East Broad Street, Columbus, OH 43215-3793.

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

### **A. APPLICANT INFORMATION**

#### **A-1 Applicant's name, address, telephone number, and web site address**

Name Miami Township (Hamilton Co), Ohio

Address 3750 Shady Lane, North Bend, OH 45062

Telephone Number (513) 641-2466

Web site address (if any) http://www.miamitownship.org

#### **A-2 Exhibit A-2 "Authorizing Ordinance" provide a copy of the ordinance or resolution authorizing the formation of a governmental aggregation program adopted pursuant to Section 4928.20(A) of the Revised Code.**

#### **A-3 Exhibit A-3 "Operation and Governance Plan" provide a copy of the applicant's plan for operation and governance of its aggregation program adopted pursuant to Section 4928.20(C) of the Revised Code. The Operation and Governance Plan explained in Exhibit A-3 should include:**

- Terms and conditions of enrollment including:
  - Rates
  - Charges
  - Switching fees, if any
- Policies associated with customers moving into/out of aggregation area
- Billing procedures
- Procedures for handling complaints and disputes including the toll-free telephone number and address for customer contacts

A-4 **Exhibit A-4 "Automatic Aggregation Disclosure"** provide a copy of the disclosures required by Section 4928.20(D) of the Revised Code, if its aggregation program provides for automatic aggregation in accordance with Section 4928.20(A) of the Revised Code

A-5 **Exhibit A-5 "Experience"** provide a detailed description of the applicant's experience and plan for providing aggregation services, including contracting with retail generation providers, providing billing statements, responding to customer inquiries and complaints, and complying with all applicable provisions of commission rules adopted pursuant to section 4928.10 of the Revised Code.

A-6 **Contact person for regulatory or emergency matters**

Name William Fleissner

Title Process Integration Manager

Business address 139 East Fourth Street, EX320, Cincinnati, OH45202

Telephone number (513 ) - 287 - 2127 Fax # (513 ) - 629 - 5637

E-mail address william.fleissner@duke-energy.com

A-7 **Contact person for Commission Staff use in investigating customer complaints**

Name William Fleissner

Title Process Integration Manager

Business address 139 East Fourth Street, EX320, Cincinnati, OH45202

Telephone number (513 ) 287 - 2127 Fax # (513 ) - 629 - 5637

E-mail address william.fleissner@duke-energy.com

A-8 **Applicant's address and toll-free number for customer service and complaints**

Address 139 East Fourth Street, EX320, Cincinnati, OH45202

Toll-free telephone number (877 ) - 331 - 3045

Fax # ( ) - -

*Sam E. Beck, Trustee*  
*M. J. M. Sourcup, Hamilton Ohio*  
Signature of Applicant & Title

X Sworn and subscribed before me this 19 day of December, 2012  
Month Year

*Margaret A. Ober*  
Signature of official administering oath

*Margaret Ober*  
Print Name and Title

My commission expires on 4-21-2014



Margaret A. Ober  
Notary Public, State of Ohio  
My Commission Expires 04-21-2014

# AFFIDAVIT

State of Ohio :

Miami Twp.  
(Town)

County of Hamilton :

Paul E Beck, Affiant, being duly sworn/affirmed according to law, deposes and says that:

He/She is the Trustee (Office of Affiant) of Miami Twp. (Name of Applicant);

That he/she is authorized to and does make this affidavit for said Applicant,

1. The Applicant herein, attests under penalty of false statement that all statements made in the application for certification are true and complete and that it will amend its application while the application is pending if any substantial changes occur regarding the information provided in the application.
2. The Applicant herein, attests it will timely file an annual report with the Public Utilities Commission of Ohio of its intrastate gross receipts, gross earnings, and sales of kilowatt-hours of electricity pursuant to Division (A) of Section 4905.10, Division (A) of Section 4911.18, and Division (F) of Section 4928.06 of the Revised Code.
3. The Applicant herein, attests that it will timely pay any assessments made pursuant to Sections 4905.10, 4911.18, or Division F of Section 4928.06 of the Revised Code.
4. The Applicant herein, attests that it will comply with all Public Utilities Commission of Ohio rules or orders as adopted pursuant to Chapter 4928 of the Revised Code.
5. The Applicant herein, attests that it will cooperate fully with the Public Utilities Commission of Ohio, and its Staff on any utility matter including the investigation of any consumer complaint regarding any service offered or provided by the Applicant.
6. The Applicant herein, attests that it will fully comply with Section 4928.09 of the Revised Code regarding consent to the jurisdiction of Ohio Courts and the service of process.
7. The Applicant herein, attests that it will comply with all state and/or federal rules and regulations concerning consumer protection, the environment, and advertising/promotions.
8. The Applicant herein, attests that it will use its best efforts to verify that any entity with whom it has a contractual relationship to purchase power is in compliance with all applicable licensing requirements of the Federal Energy Regulatory Commission and the Public Utilities Commission of Ohio.
9. The Applicant herein, attests that it will cooperate fully with the Public Utilities Commission of Ohio, the electric distribution companies, the regional transmission entities, and other electric suppliers in the event of an emergency condition that may jeopardize the safety and reliability of the electric service in accordance with the emergency plans and other procedures as may be determined appropriate by the Commission.
10. If applicable to the service(s) the Applicant will provide, the Applicant herein, attests that it will adhere to the reliability standards of (1) the North American Electric Reliability Council (NERC), (2) the appropriate regional reliability council(s), and (3) the Public Utilities Commission of Ohio. (Only applicable if pertains to the services the Applicant is offering)

11. The Applicant herein, attests that it will inform the Commission of any material change to the information supplied in the application within 30 days of such material change, including any change in contact person for regulatory purposes or contact person for Staff use in investigating customer complaints.
12. The Applicant herein, attests that it will docket with the Commission's Docketing Division the final opt-out and any supplemental opt-outs (including beginning and ending dates of the 21-day opt-out period and the selected CRES supplier) at a minimum 10 days prior to sending the opt-outs to customers.

That the facts above set forth are true and correct to the best of his/her knowledge, information, and belief and that he/she expects said Applicant to be able to prove the same at any hearing hereof.

Paul E. Beck, Trustee  
Signature of Affiant & Title

Mr. & Mrs. Township Hamilton Co.

I Sworn and subscribed before me this 19 day of December, 2012  
Month Year

Margaret A. Ober  
Signature of official administering oath

Margaret Ober Notary  
Print Name and Title

My commission expires on 4-21-2014



Margaret A. Ober  
Notary Public, State of Ohio  
My Commission Expires 04-21-2014

**Miami Township (Hamilton Co), Ohio**  
**Electric Governmental Aggregation Certification**  
**Exhibit A-2**  
**Authorization Ordinance**

**CERTIFICATE OF RESULT OF ELECTION ON QUESTION OR ISSUE**

Revised Code, Section 3501.11

State of Ohio  
County of Hamilton }The Board of Elections of Hamilton County herebycertifies that at the election held in the Miami Township  
(Name of Subdivision)on the 6th day of November, 2012, the vote cast on the following issue was  
as follows:**Issue**

Shall Miami Township have the authority to aggregate the retail electric loads located in Miami Township, and for that purpose, enter into service agreements to facilitate for those loads the sale and purchase of electricity, such aggregation to occur automatically except where any person elects to opt out?

Votes <u>Yes</u> (For, yes, etc.-as on ballot)	<u>3,551</u> (Number)
Votes <u>No</u> (No, against, etc.-as on ballot)	<u>2,082</u> (Number)
Total vote cast on issue:	<u>5,633</u> (Number)

IN WITNESS WHEREOF, we have hereunto subscribed our names officially at Cincinnati  
Ohio, this 27th day November, 2012

Timothy M. Burt Chair  
Charles H. Burkhardt III  
Colt Fox  
Alex T...

Attest: Amy Blaney  
Director

**BOARD OF ELECTIONS**Hamilton County, Ohio

**Miami Township (Hamilton Co), Ohio**  
**Electric Governmental Aggregation Certification**  
**Exhibit A-3**  
**Operation and Governance Plan**

## **PLAN OF OPERATION AND GOVERNANCE**

### **Electric Governmental Aggregation**

**Introduction.** On November 6, 2012, a majority of the voters in the Miami Township, Ohio, in the County of Hamilton, approved a referendum that authorized the Miami Township (the "Township") to pursue Governmental Aggregation. After the Township held two public hearings on the matter, the Township approved this Plan of Operation and Governance as prescribed by Section 4928.20 of the Ohio Revised Code. The Township has developed this Plan of Operation and Governance ("Plan of Operation") in accordance with the governmental aggregation provisions in Sections 4901:1-21-16 Ohio Administrative Code. Once certified as a Governmental Aggregator, the Township will be authorized to combine multiple retail electric customer loads within its geographic boundaries (the "Aggregation") for the purpose of facilitating the purchase of electric supply Ohio's competitive retail electric market.

**Governmental Aggregation Services.** The Township, as a Governmental Aggregator, will serve as purchasing agent for the Aggregation. As purchasing agent, the Governmental Aggregator shall (i) select a Competitive Retail Electric Service Provider ("Provider") to supply the Aggregation, (ii) negotiate the terms of supply between the Provider and each Aggregation participant, and (iii) oversee the enrollment procedures administered by the Provider.

**The Contract.** The supply contract negotiated by the Governmental Aggregator for the Aggregation (the "Contract") shall be for firm, full-requirements supply. Each Aggregation participant will be individually bound to the Provider by the terms of the Contract, and will be solely responsible for payment and performance. The electric supply charges for Aggregation are included in the Contract that will be negotiated by the Governmental Aggregator. The electric supply charges will take the form of either a fixed price, all electric supply charges will be fully and prominently disclosed in consumer enrollment materials (such as the Opt-out Notice), available on the Provider's website, and available by calling the Provider's toll free customer service telephone number. The surcharge authorized under Section 4928:20(l) will not be charged.

**Eligibility, Opt-out Disclosures, and Pooling Accounts.** Section 4901:1-21-06 of the Ohio Administrative Code requires Duke Energy Ohio, the local electric distribution utility (the "Utility"), to use its best efforts to provide the Governmental Aggregator with an account list of eligible customers, including the names, account numbers, and service and mailing addresses for all eligible customers residing within the Governmental Aggregator's boundaries. The following customers are not eligible: customers already under contract with a certified electric services company; customers that have a special contract with the Utility; customers that are not located within the Governmental Aggregator's boundaries; customers on the Percentage of Income Payment Plan (PIPP); customers that have past due amounts owing to the Utility; and mercantile customers. In addition, the Township intends to include in the Aggregation only those residential and non-mercantile customers with a demand of less than 100 KW and a load profile consistent with ordinary residential and small commercial use. Using this list of eligible accounts, the Provider, with the assistance of the Governmental Aggregator, will review the list to verify that the eligible accounts are located within the geographic boundaries of the Township and that an area within the Township boundaries has not been inadvertently filtered from the list. The Provider will also remove the eligible list, those customers who appear on the "do not aggregate" list as stated under division (c) of Section 4928.21 of the Revised Code. Finally the Provider will reduce the list by removing those accounts in rate classes that indicate (i) a higher demand than targeted for the Aggregation or (ii) a usage profile that is not consistent with ordinary residential and small commercial use.



Within thirty (30) days of receipt of the list from Duke Energy Ohio, the Provider, with assistance from the Governmental Aggregator, will prepare and mail an "Opt-out Notice" to each account that remains on the eligible list after it has been reduced as noted above. The Opt-out Notice will inform the eligible account holder that the Governmental Aggregator has formed an automatic (or "Opt-out") aggregation, provide the price for the electric supply to the Aggregation and other terms and conditions of service, and explain how the account holder can decline participation in the Aggregation. If the Township determines the Aggregation participants should not purchase stand-by service from the Utility, that fact would be prominently disclosed in the Opt-out Notice with a description of how it would impact the Aggregation participants.

As required by 4901:1-21-17 of the Ohio Administrative Code, the Opt-out Notice will indicate that the account holder has 21 days to affirmatively respond by telephoning a toll-free number or returning a postcard to the provider that is included in the Opt-out Notice.

The Provider will receive all Opt-out requests and any Opt-out Notices that were undeliverable by mail, and will remove those accounts from the eligible account list. Upon completion of the 21 day Opt-out period, the Provider will notify the Utility of the remaining accounts that will form the Aggregation, and through an electronic data interchange transaction, enroll the Aggregation. Upon enrollment, each participant will receive an enrollment notice from the Utility that will indicate that the enrollee may rescind its participation in the Aggregation by contacting the Utility within seven (7) business days.

In addition to the initial 21-day Opt-out period, each participant will be provided an opportunity to opt-out every three years without paying an early termination fee.

**Billing** Aggregation participants will receive a single, monthly bill from the Utility, which will include charges from the Provider for its electric supply, as well as the Utility distribution charges. Aggregation participants will be billed according to their Utility billing cycle. In order to maintain flexibility for Aggregation participants to return to Utility service on a full requirements basis without paying additional charges to the Utility or being subject to market-based rates Aggregation participants will be billed by the Utility for stand-by service within the meaning of division (B)(2)(d) of section 4928.143 of the Revised Code.

**Credit, Collections and Deposits.** The Utility's credit and collection policy and policies regarding deposits will apply to the Aggregation participants and shall be administered by the Utility. Neither the Governmental Aggregator, nor the Provider will implement additional policies with respect to credit, deposits and collections.

**Concerns and Complaints.** Aggregation participants will have multiple means of communicating concerns and reporting complaints. As a general rule, concerns regarding service reliability and billing should be directed to the Utility. The Utility will continue to read meters, handle billing, and generally have the most information about the physical service to a location or account. Questions regarding the administration of the Aggregation should be directed to the Provider. The Provider's customer service center is available by telephone 24 hours per day, 7 days per week. Any unresolved disputes should be directed to the Public Utilities Commission of Ohio and/or the Ohio Consumers Council. As a convenience, below is a list of helpful toll free telephone numbers.

<b>Natural of Complaint</b>	<b>Contact</b>	<b>Phone Number</b>
Outages/Emergencies	Utility	1-800-544-6900
Service turn on/off	Utility	1-800-544-6900
Billing Disputes	Utility	1-800-544-6900
Price/Joining/Leaving Program	Provider Customer Service	1-877-331-3045
Program Regulatory Questions	Provider Customer Service	1-877-331-3045
Unresolved Disputes	Public Utilities Commission	1-800-686-7826
Unresolved Disputes	Ohio Consumers Council	1-877-742-5622

The Provider will attempt to resolve all customer complaints in a timely and good faith manner. The Provider shall investigate and provide a status report to the customer when the complaint is made directly to them and/or the Township within three (3) business days following Provider's receipt of the complaint. Or in the case of a Public Utilities Commission of Ohio ("PUCO") complaint, the Provider will investigate and provide a status report to the customer and PUCO staff within three (3) business days following the Provider's receipt of the complaint. If an investigation into a complaint received from the customer or a complaint referred by the PUCO is not completed within ten (10) business days, then a status report will be given to the customer, and, if applicable, the PUCO. These status reports will be given every three (3) business days until the investigation is complete, unless the action that must be taken takes longer than three (3) business days and the customer has been notified. Final results of a PUCO-referred complaint will be provided to the PUCO either orally (phone) or in writing (e-mail, written correspondence), no later than three (3) business days after the investigation is completed. The final results will be provided in writing to the customer no later than three (3) business days after the investigation is completed. Customers retain the right to contact the PUCO regarding complaints and disputes. All customers have the right to contact the PUCO by writing to Public Utilities Commission of Ohio, 180 E. Broad St., Columbus, OH 43215-3793; by fax to (614) 752-8351; through their website at [www.puc.state.oh.us](http://www.puc.state.oh.us) or by calling toll free (800) 686-7826. Records of customer complaints will be retained for two (2) years after the occurrence of the complaint. A copy of the complaint record will be provided to the PUCO Within three (3) business days, if requested.

**Moving within the Township.** An aggregation participant who moves from one location to another within the Township boundaries and retains the same account number will remain an Aggregation participant and will receive the same price it would have received if its location had not moved.

An aggregation participant who moves from one location to another within the Township boundaries and is assigned a new account number may enroll its new account in the Aggregation and receive the same price it would have received if its location had not moved, provided the new account is eligible for Aggregation. An aggregation participant who moves within the Township and receives a new account number may be dropped from the Aggregation by the Utility, but it will not be charged an early termination fee from the Provider. If a participant is dropped from the Aggregation due to a move within the Township, the participant must contact the Provider to be re-enrolled within 60 days of being dropped.

**Moving outside of the Township.** An aggregation participant who moves out of the Township boundaries will no longer be eligible to participate in the Aggregation, but it will not be charged an early termination fee from the Provider.

**Enrolling after the Opt-out Period.** Residential and small business accounts located within the Township's boundaries that were initially eligible to join the Aggregation, but chose to Opt-out of the Aggregation, or otherwise weren't included in the Aggregation, may join the Aggregation after the expiration of the initial Opt-out Period by contacting the Provider. The rate for those joining the

Aggregation after the expiration of the Opt-out Period may be different from the rate negotiated for the Aggregation by the Governmental Aggregator.

If the Provider is able to offer to newly eligible customers the same price that is provided to the current Aggregation participants, the Provider may refresh the Aggregation by providing those who move in to the Township the opportunity to be included automatically, rather than waiting until the next pricing term of the Contract. The process for refreshing the Aggregation with new enrollments would follow the process noted above for determining eligibility, providing Opt-out Notices, and pooling the accounts. (Current Aggregation participants and those who previously declined participation would not receive the Opt-out Notice intended only for newly eligible customers.)

**Miami Township (Hamilton Co), Ohio**  
**Electric Governmental Aggregation Certification**

**Exhibit A-4**

**Automatic Aggregation Disclosure**



# Draft



Dear Miami Township Residents and Businesses,

Welcome to Miami Township's Electric Aggregation Program. In 2012, Miami Township voters authorized the Township Trustees to form a governmental aggregation program to negotiate a more favorable price and terms for electricity supply for Township residences and businesses. Miami Township Trustees recently entered into an agreement with Duke Energy Retail, a competitive retail electric service provider and affiliate of Duke Energy Ohio, as the new supplier for this program.

#### Fixed Price Electricity Plan

- **Fixed Electricity Price** of 5.25¢/kWh through May 2014.
- Provides **security** against electricity price fluctuations.
- **One energy bill** from Duke Energy, your local utility.
- **Electricity price will never change** for term of your contract.
- **Duke Energy** will continue to maintain the electric lines and respond to emergencies.

**You do not need to do anything to participate.** You will be automatically enrolled in the Miami Township Electric Aggregation Program. Both Miami Township and Duke Energy Retail 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 you may do so at no charge and you will continue to be served by your current supplier. If you opt out after the initial enrollment period you will be charged a termination fee of \$25.

To opt out of the program, either:

- Fill out the reply card below and return it in the enclosed postage paid return envelope by XXXX, 2013, or
- Call us toll-free at 877-559-8040.

If you have any questions, contact Duke Energy Retail at [DukeEnergyRetail@duke-energy.com](mailto:DukeEnergyRetail@duke-energy.com) or call 877-559-8040.

Regards,

Insert Trustees' signatures

A handwritten signature in black ink, appearing to read "Matt Walz".

Matt Walz  
Vice President, Duke Energy Retail



**Community: Miami Township**

◊ Opt out of the Miami Township Government Aggregation Program. By checking this box, I understand that my account will not be included in the aggregation program and that I will continue to be served by my current supplier.

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

**Customer Name** \_\_\_\_\_ **Account Number** \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

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

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

# TERMS AND CONDITIONS OF ELECTRIC GENERATION SERVICE

"We", "us" or "our" refers to Duke Energy Retail Sales, LLC. "You" or "your" refers to the customer. "Utility" refers to Duke Energy Ohio, Inc. These terms and conditions govern your purchase of electric generation service from Duke Energy Retail Sales, LLC. Please keep a copy for your records.

1. **Service:** Starting with the next available meter reading after the Utility confirms your enrollment with us ("Service Start Date"), we will provide you retail electric generation service in accordance with these Terms and Conditions of Electric Generation Service through your May 2014 meter reading date.

2. **Pricing:** You agree to pay the full amount charged by us, which shall be calculated on the basis of a rate that is not more than 5.25 cents per kWh, from the Service Start Date through your May 2014 meter reading date ("Initial Term"), the actual fixed price, subject to the maximum price limitations described above, to be determined by us, in our sole discretion. This fixed price for energy is firm and will not change for the duration of your Initial Term, regardless of changes in Utility or regulatory practice or policy. To the extent not provided by the Utility, we will also provide capacity at no extra charge to you. You will continue to incur service and delivery charges from the Utility. The Utility may charge you a switching fee. If you have any questions regarding your distribution service or fees, please contact the Utility.

3. **Right to Rescind:** You have the right to rescind your enrollment and this Agreement with no penalty within seven (7) calendar days of the postmark on the confirmation notice that will be sent to you by the Utility. If you wish to rescind, you must follow the instructions contained in the notice sent by the Utility. Customers who are renewing their agreement, or moving to a new price agreement, may rescind by calling us at 877-331-3045 within 10 days of approving this Agreement.

4. **Termination; Price Adjustment:** Your selected price plan will not change during the Initial Term. For residential customers, if you terminate this Agreement or switch to another supplier during the Initial Term of this Agreement, you will pay us a \$25.00 termination fee in addition to any other charges you incur. However, you may terminate this Agreement without incurring a termination fee if you move outside the area served by us or to an area where we charge a different price. For non-residential customers, during the Initial Term, you may terminate without penalty or damages only if you move from your current location (whether we serve your new location or not). For accounts returning to the Utility, you may not be served under the same rates, terms and conditions that apply to other customers served by the Utility. Determination of residential or non-residential classification will be based on rate billed or some other indicator provided by the Utility.

5. **Invoicing and Payment:** You will continue to receive a single bill from the Utility that will contain its charges and our charges. If you wish to obtain budget billing service, you must contact the Utility to make your request. We do not offer budget billing for the generation portion of your bill. Bills will be due according to the Utility's billing schedule. Failure to pay our charges may result in you being returned to the Utility's standard service. Failure to pay the Utility's charges may result in you being disconnected in accordance with the Utility's tariff. Should you be switched back to the Utility for service, you may not be served under the same rates, terms and conditions that apply to other customers served by the Utility. We reserve the right to cancel this Agreement upon 14 days written notice for non-payment. Twice within a twelve month period, you may request at no charge up to 24 months of payment history for bills rendered under this Agreement.

6. **Environmental Disclosure:** The environmental disclosure information is shown at our website. The specific web address is: retail.duke-energy.com. You agree that we may make required quarterly updates electronically at our website. We will also provide the information to you at no charge upon request.

7. **Access to Your Utility Information:** By signing the cover letter, you authorize the Utility to release to us any account information including account number, Utility meter readings, billing history, and bill images, and to access your Utility account information through the Utility's customer web portal (if available) for purposes of providing service to you and administering our obligations hereunder. You also authorize us to contact the Utility on your behalf to evaluate Utility programs that may benefit you and to resolve Utility matters on your behalf. This authorization does not permit us to contractually obligate you to any Utility program. Unless allowed or required by law, we will not disclose your social security number and/or account number(s) to any third party without your prior written authorization.

8. **Questions and Disputes:** If you would like to speak with us concerning your bill or dispute any charges, please call 1-877-331-3045. Our hours of operation are weekdays, 8:00 a.m. to 5:00 p.m., Eastern Time. You can also write to us at 139 East Fourth Street, EX320, Cincinnati, OH 45202 or e-mail us at [DEERS@Duke-Energy.com](mailto:DEERS@Duke-Energy.com). We will endeavor to resolve the matter within five business days. If your complaint is not resolved after you have called us and/or the Utility, or for general utility information, residential and business customers may call 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.PUGO.ohio.gov](http://www.PUGO.ohio.gov). Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at [www.pickocc.org](http://www.pickocc.org).

9. **Disclaimer of Warranty and Damages:** You understand and agree that there are no warranties, either express or implied, associated with this offer or the electricity service sold hereunder. We will bear no liability to you or any third party for consequential, punitive, incidental, special or other indirect damages.

10. **Governmental Actions:** If any federal or state governmental authorities take action that significantly changes the way we do business with you, you or we may terminate this Agreement upon forty-five (45) days notice, after which you can return to the Utility for your electricity needs, or enroll for service from another supplier, if available.

11. **Assignment:** This Agreement shall be not be assignable by you without our consent, and any assignment in violation of this provision is null and void *ab initio*.

12. **General.** This Agreement constitutes the entire agreement between the Parties relating to the subject matter contemplated by this Agreement. No amendment or modification to this Agreement shall be enforceable unless set forth in writing and executed by both Parties. Any provision declared or rendered unlawful, invalid or unenforceable by any applicable court of law or regulatory agency or deemed unlawful because of a statutory change will not otherwise affect the remaining lawful obligations that arise under this Agreement. The headings used herein are for convenience and reference purposes only.

13. **Confidentiality.** For non-residential customers: neither Party shall disclose the terms or conditions of this Agreement to a third party (other than to the Party's employees, Affiliates, lenders, counsel, accountants, advisors or, in our case, third parties all of whom have a need to know such information and have agreed to keep such terms confidential, and in our, with the Utility for purposes of Consolidated or Custom Billing) except in order to comply with any applicable law, regulation, or any exchange, control area or independent system operator rule or in connection with any court or regulatory proceeding applicable to such Party or any of its Affiliates; provided, however, each Party shall, to the extent practicable, use reasonable efforts to prevent or limit the disclosure. The Parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, this confidentiality obligation. The obligations of the Parties under this Section 13 shall survive the expiration and/or termination of this Agreement.

Duke Energy Retail Sales, LLC  
139 East Fourth Street, EA600  
Cincinnati, OH 45202  
1-877-331-3045 Mon-Fri 8:00 a.m. - 5:00 p.m. EST  
<http://retail.duke-energy.com>

Please keep a copy of this Agreement for your records.

Duke Energy Retail Sales, LLC is a Certified Retail Electric Supplier and an affiliate of Duke Energy Ohio, Inc.

**Miami Township (Hamilton Co), Ohio**  
**Electric Governmental Aggregation Certification**

**Exhibit A-5**

**Experience**



### **Applicant's Plan and Plan for Providing Aggregation Services:**

Miami Township (Hamilton Co) Ohio, the applicant herein, has contracted with Duke Energy Retail Sales, LLC ("DER") to provide retail electric generation service for the their governmental aggregation. Under the terms of the agreement, DER will also provide all services necessary to administer and support the governmental aggregation.

DER currently provides competitive retail electric generation service throughout Ohio. DER also has extensive experience with community-based aggregation and endorsement programs. DER is licensed by the Public Utilities Commission of Ohio to provide competitive retail electric generation service.

DER's employees are experienced with the governmental aggregation process, including customer enrollments and the opt-out process. DER has contracted with CustomerLink ([www.customerlink.com](http://www.customerlink.com)) to provide a 24x7 call center to support DER's customer programs. DER will use Duke Energy Ohio, the local electric distribution utility, for billing services.

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

**Commission of Ohio Docketing Information System on**

**2/28/2013 3:23:27 PM**

**in**

**Case No(s). 13-0566-EL-GAG**

Summary: Application Certification Application for Governmental Aggregators electronically filed by Carys Cochern on behalf of Miami Township, Hamilton County