



Date Received	Renewal Certification Number	ORIGINAL GAG Case Number
		12-670-GA-GAG

RENEWAL 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, 13th 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 Renewal Applicant information:

Legal Name	City of Cincinnati		
Address	801 Plum Street, Cincinnati, Ohio 45202		
Telephone No.	513-352-6990	Web site Address	http://www.cincinnati-oh.gov
Current PUCO Certificate Number	12-244G(1)	Effective Dates	03/17/1912 – 03/17/2014

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	Gina.Marsh@cincinnati-oh.gov		

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	Gina.Marsh@cincinnati-oh.gov		

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.

Applicant Signature and Title

Yi u. Mark Assistant City Solicitor

Sworn and subscribed before me this

21st

day of

February

Month

2014

Year

Signature of official administering oath

Roshani D. Hardin

Print Name and Title

Roshani D. Hardin
Chief Counsel

My commission ~~expires on~~ *does not expire.*



ROSHANI DESOYZA HARDIN
Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 R.C.



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)

Aggregation Service in Ohio.)

Case No. 12-670-GA-GAG

County of Hamilton

State of Ohio

Gina Marsh

[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.

Applicant Signature and Title

Gina W. Marsh Assistant City Solicitor

Sworn and subscribed before me this

21st

day of February

Month 2014

Year

Signature of official administering oath

Roshani D. Hardin

Print Name and Title

Roshani D. Hardin
Chief Counsel

My commission ~~expires on~~ does not expire.



ROSHANI DESOYZA HARDIN
Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 R.C.

EXHIBIT B-1
City of Cincinnati

Authorizing Ordinances

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 Hester
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 Hester
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. Customers may also contact the City at 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

The City of Cincinnati's aggregation program provides for automatic aggregation for the provision of competitive retail natural gas services in accordance with Ohio Revised Code Section 4929.26(A). Attached is a copy of the disclosure required by Ohio Revised Code Section 4929.26(D), and the opt-out notice as required by Ohio Administrative Code Rule 4901:1-28-04.



October 8, 2012

Re: Great news – Duke Energy Retail's Cincinnati aggregation program offers natural gas savings

Dear Cincinnati Resident,

As a Cincinnati resident, you are included in our community's aggregation program which provides the opportunity to save money on the natural gas you use. Savings are possible through governmental aggregation, where the City represents all eligible individual customers as one larger buying unit to negotiate a lower price on natural gas from a retail natural gas provider certified by the Public Utilities Commission of Ohio. Cincinnati voters approved this program in November 2011 after a City Council recommendation.

After researching competitive natural gas pricing options, Duke Energy Retail, an affiliate company of Duke Energy Ohio, Inc., has been selected to provide natural gas through October 2015. **There is no cost for enrollment, you will not be charged a switching fee, and you do not need to do anything to participate.** It is estimated that the average eligible household will save about \$163 or 21% on their yearly natural gas bill. The savings amount was calculated using the historical Gas Cost Recovery and New York Mercantile Exchange pricing for the same months and using the Public Utilities Commission of Ohio calculation for the price to compare. Your natural gas price will vary monthly based on the New York Mercantile Exchange for natural gas plus \$0.04891 per ccf plus the then current Duke Energy Ohio Rider FBS (currently at \$0.0181 per ccf). In addition you will see a fixed monthly aggregation fee of \$0.90. Although your actual monthly price will vary, the City of Cincinnati may choose to lock that price in to a fixed price for a fixed term.

You will see Duke Energy Retail as your new natural gas supplier after your enrollment has been completed and your switch has been finalized – approximately 30-45 days, depending upon your meter read date. Of course, you are not obligated to participate in the Cincinnati natural gas governmental aggregation program. If you wish to be excluded from the program and remain a full-service customer of your local natural gas utility – Duke Energy Ohio – your opt-out form must be postmarked no later than October 29, 2012 or call 1-877-331-3052. If you leave the program at any other time, you could be subject to a \$25 cancellation fee from Duke Energy Retail.

After you become a participant in the Cincinnati governmental aggregation program, Duke Energy Ohio, the local utility, will send you a letter confirming your selection of Duke Energy Retail as your natural gas provider. As required by law, this letter will inform you of your option to cancel your contract with Duke Energy Retail within seven days of its postmark. To remain a member of the Cincinnati natural gas governmental aggregation program, you don't need to take any action when this letter arrives.

If you do not opt out at this time, you will receive a notice prior to the end of 2014 allowing you to withdraw from the aggregation. If you leave Duke Energy Retail's program at that or any other time, you will be served under Duke Energy Ohio's standard service offer until you choose another supplier. If you return to Duke Energy Ohio's standard service offer, you may not be served under the same rates, terms and conditions that apply to other Duke Energy Ohio customers.

Duke Energy Ohio, the local utility, will continue to maintain the system that delivers natural gas to your home – no new pipes or equipment will be installed by Duke Energy Retail. You will continue to receive a single, easy-to-read bill from your local natural gas utility with your Duke Energy Retail charges included.

If you have any questions, please call Duke Energy Retail toll-free at 1-877-331-3052, Monday through Friday, 8 a.m. to 5 p.m.

Sincerely,

Milton Dohoney, Jr.
City Manager

P.S. To receive these savings, **you should not respond.** Return the opt-out form post marked no later than October 29, 2012 or call 1-877-331-3052 only if you do not want to participate in the Cincinnati natural gas governmental aggregation program.

OPT-OUT FORM – CINCINNATI RESIDENTIAL NATURAL GAS GOVERNMENTAL AGGREGATION PROGRAM

Option 1: Do nothing and save.
If you want to participate in this program and save, you do not need to return this form. Your enrollment is automatic.

OR

Option 2: Opt out by returning this form.
If you do not want to participate in this program and save, you must return this form post marked up to the due date or call 1-877-331-3052.

By returning this signed form, you will be EXCLUDED from the opportunity to join with other residents 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.)

Account Number _____

Service address (City, state and zip): _____

Phone number: _____

Account holder's signature: _____ Date: _____

Post marked by October 29, 2012 and mailed to: Cincinnati Natural Gas Governmental Aggregation Program, Duke Energy Retail, 11 East Superior Street, Suite 430, Duluth, MN 55802-9920

Insert terms and conditions

Your Natural Gas Supply Terms and Conditions

When do I become a Duke Energy Retail Customer?

Once we receive your enrollment, we will send a notice to Duke Energy Ohio, your natural gas utility. They will send you a letter to confirm that you want to be switched to Duke Energy Retail. After this confirmation, you will officially become our customer the next time your meter is read (with the exception if your meter is read within twelve days of your enrollment with us, in that case you become our customer the following month's meter read and this process could take up to two months.)

What is my price and how long does it last?

You will have a monthly variable natural gas price based on the New York Mercantile Exchange for Natural gas plus \$0.04891 per ccf plus the then current Duke Energy Ohio Rider FBS (currently at \$0.0181 per ccf).. In addition you will see a fixed monthly aggregation fee of \$0.90. You will still receive additional service and delivery charges from your natural gas utility. Although your actual monthly price will vary, the City of Cincinnati may choose to lock that price in to a fixed price for a fixed term. Duke Energy Retail will be your supplier through your October 2015 meter reading.

What happens with my natural gas utility?

Nothing will change with your utility. They will continue to read your meter, send your monthly bill, and respond to any outages. Our charges for the natural gas will be included on your utility bill. If you are interested in budget billing, that service would have to be arranged through the utility, as we do not offer it directly. When you enroll with us, you are allowing your utility to give us any account information needed to provide you with service.

Are there any fees to enroll?

No, there's no fee from us. Ohio law allows your utility to charge a switching fee.

What happens at the end of this agreement?

Your account will be switched back to having service from Duke Energy Ohio unless the City of Cincinnati agrees to an extension the existing agreement with Duke Energy Retail, or chooses another supplier.

What if I want to cancel?

You can cancel the switch to Duke Energy Retail at no charge, as long as you cancel by phone or mail within seven calendar days of the postmark on the utility's confirmation notice. Simply follow the cancellation instructions on the utility's letter.

If you want to cancel after that time, here is what will happen.

- If you want to cancel or switch to another supplier, a \$25 termination fee will be charged.
- If you move outside the area served by us or to an area where we charge a different price, you will not be charged a termination fee.
- If you return to the utility, you may be served at different rates and terms and conditions

What happens if I relocate?

This agreement will automatically terminate without any cancellation fees or penalties if: (a) your requested service location is not served by your utility or (b) you relocate to an area outside your utility's service territory or to an area not served by us. You have the right to terminate this agreement if: (x) you relocate outside the utility's service territory or (y) you relocate within the service territory of a utility that does not permit portability of this agreement. If you move, contact us - - this agreement may be transferable to your new location.

What about acts of God, labor disputes, etc.?

- We will make commercially reasonable efforts to provide gas service, we do not guarantee a continuous supply of natural gas.
- Certain causes and events out of our control (including but not limited to acts of God, acts of a governmental authority, accidents, strikes, labor disputes, required maintenance, changes in law) (each a

"Force Majeure Event(s)") may result in interruptions in service and we are not responsible for any such interruptions or for damage caused by Force Majeure Events.

What happens if I don't pay my bill?

- We have the right to cancel this agreement after a 14-day written notice, if you don't pay your bill or if you don't meet any payment arrangements that you and we agree to.
- If you don't pay our charges, we may terminate this agreement and you may be returned to your utility's regulated rate. If you don't pay your utility company's charges, you may be disconnected under the terms of the utility's tariffs. Should you be switched back to the Utility for service, you may not be served under the same rates, terms or conditions that apply to other customers served by the Utility.

Questions?

- To reach Duke Energy Retail: DukeEnergyRetail@duke-energy.com or 1-877-331-3045 (8a.m. to 5 p.m., Eastern Time). Our mailing address is: Duke Energy Retail, 139 East Fourth Street, EX 320. Cincinnati, Ohio 45202.
- If your complaint is not resolved after you have called your natural gas supplier and/or your natural gas 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) for 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 711 (Ohio relay service).
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General

- This is the entire agreement. No amendment or modification can be enforced unless it is put in writing and agreed to by both parties (you and Duke Energy Retail).
- Government Actions – If there is any change in governing law or regulation that physically prevents or legally prohibits us from performing under this contract, then we may terminate this agreement with 45 days notice. After that, you can return to the utility to provide your natural gas needs, or enroll for service from another supplier, if available.
- Warranties and Damages – There are no warranties associated with this offer or the natural gas service sold. And we are not liable to you or any third party for consequential, punitive, incidental, special or other indirect damages.
- You may ask us for up to two years of your payment history. We will give you this information, for free, no more than two times in any 12 months.
- 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.
- We will not disclose your social security number and/or account number(s) to any third party without your prior written authorization except for our collections and credit reporting, participating in programs funded by the universal service fund, assigning this contract to another CRES provider, or where we are required to release this information by court order or by PUCO order or rule.
- We will be responsible only for the direct, actual damages you incur. We will not be responsible for any consequential, special, incidental or punitive damages. We also will not be responsible for any loss or damage resulting from shortages of gas supply or errors in the amount or quality of the gas delivered. Furthermore, you agree to indemnify us against any loss or damage resulting from your failure to comply with this Agreement or your use/misuse of the gas once it is delivered to you.
- You are responsible for, and will indemnify us against, any and all loss or damage resulting from: (a) your failure to fully comply with this Agreement or (b) your use or misuse of natural gas after it is delivered to you.

Duke Energy Retail is an affiliate (a related company) of Duke Energy Ohio, your local natural gas utility.



October 8, 2012

Re: Great news – Duke Energy Retail's Cincinnati aggregation program offers natural gas savings

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If you do not opt out at this time, you will receive a notice prior to the end of 2014 allowing you to withdraw from the aggregation. If you leave Duke Energy Retail's program at that or any other time, you will be served under Duke Energy Ohio's standard service offer until you choose another supplier. If you return to Duke Energy Ohio's standard service offer, you may not be served under the same rates, terms and conditions that apply to other Duke Energy Ohio customers.

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Milton Dohoney, Jr.
City Manager

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

Account Number: _____

Service address (City, state and zip): _____

Phone number: _____

Account holder's signature: _____ Date: _____

Post marked by October 26, 2012 and mailed to: Cincinnati Natural Gas Governmental Aggregation Program, Duke Energy Retail, 11 East Superior Street, Suite 430, Duluth, MN 55802-9820

Insert terms and conditions

Formatted: Indent: Left: 0.08", Right: -0.01", Space Before: 0 pt, Line spacing: Exactly 11.25 pt, Tab stops: 7.76", Left

Your Natural Gas Supply Terms and Conditions

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- If you return to the utility, you may be served at different rates and terms and conditions

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What about acts of God, labor disputes, etc.?

- We will make commercially reasonable efforts to provide gas service, we do not guarantee a continuous supply of natural gas.
- Certain causes and events out of our control (including but not limited to acts of God, acts of a governmental authority, accidents, strikes, labor disputes, required maintenance, changes in law) (each a

“Force Majeure Event(s)”) may result in interruptions in service and we are not responsible for any such interruptions or for damage caused by Force Majeure Events.

What happens if I don't pay my bill?

- We have the right to cancel this agreement after a 14-day written notice, if you don't pay your bill or if you don't meet any payment arrangements that you and we agree to.
- If you don't pay our charges, we may terminate this agreement and you may be returned to your utility's regulated rate. If you don't pay your utility company's charges, you may be disconnected under the terms of the utility's tariffs. Should you be switched back to the Utility for service, you may not be served under the same rates, terms or conditions that apply to other customers served by the Utility.

Questions?

- To reach Duke Energy Retail: DukeEnergyRetail@duke-energy.com or 1-877-331-3045 (8a.m. to 5 p.m., Eastern Time). Our mailing address is: Duke Energy Retail, 139 East Fourth Street, EX 320. Cincinnati, Ohio 45202.
- If your complaint is not resolved after you have called your natural gas supplier and/or your natural gas 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) for 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 711 (Ohio relay service).
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General

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- Government Actions – If there is any change in governing law or regulation that physically prevents or legally prohibits us from performing under this contract, then we may terminate this agreement with 45 days notice. After that, you can return to the utility to provide your natural gas needs, or enroll for service from another supplier, if available.
- Warranties and Damages – There are no warranties associated with this offer or the natural gas service sold. And we are not liable to you or any third party for consequential, punitive, incidental, special or other indirect damages
- You may ask us for up to two years of your payment history. We will give you this information, for free, no more than two times in any 12 months.
- 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.
- We will not disclose your social security number and/or account number(s) to any third party without your prior written authorization except for our collections and credit reporting, participating in programs funded by the universal service fund, assigning this contract to another CRES provider, or where we are required to release this information by court order or by PUCO order or rule.
- We will be responsible only for the direct, actual damages you incur. We will not be responsible for any consequential, special, incidental or punitive damages. We also will not be responsible for any loss or damage resulting from shortages of gas supply or errors in the amount or quality of the gas delivered. Furthermore, you agree to indemnify us against any loss or damage resulting from your failure to comply with this Agreement or your use/misuse of the gas once it is delivered to you.
- You are responsible for, and will indemnify us against, any and all loss or damage resulting from: (a) your failure to fully comply with this Agreement or (b) your use or misuse of natural gas after it is delivered to you.

Duke Energy Retail is an affiliate (a related company) of Duke Energy Ohio, your local natural gas utility.

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.

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