



DIS Case Number: 12-0670-GA-GAG

Section A: Application Information

A-1. Applicant's legal name, address, telephone number, and web site address

the applicant's legal name, address, telephone number, and web address.

Legal Name: City of Cincinnati	Country: United States
Phone: 513-352- Extension (if applicable): 6911	Street: 801 Plum Street City Hall, Room 130
Website (if any): www.cincinnati-oh.gov	City: Cincinnati Province/State: OH
	Postal Code: 45202

A-2. Contact person for regulatory matters

Brenda Coffey
8469 Blue Ash Rd, Ste 1
Cincinnati, OH 45236
US
bcoffey@energyalliances.com
3047698921

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

Brenda Coffey
8469 Blue Ash Rd, Ste 1
Cincinnati, OH 45236
US
bcoffey@energyalliances.com
3047698921

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

Phone: 800-735-0359	Extension (if applicable):	Country: United States
Fax: 513-794-7777	Extension (if applicable):	Street: 8469 Blue Ash Rd., Suite 1
Email: bcoffey@energyalliances.com		City: Cincinnati Province/State: OH



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.

File(s) attached.

B-2. Operation and governance plans

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.

Files(s) attached.

B-3. Opt-out disclosure notice

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.

File(s) uploaded

B-4. Experience and Plans

Provide a description of the applicant's experience in providing the service(s) for which it is applying (e.g. number and type of customers served, utility service areas, amount of load, etc.). Also provide the plan for contracting with customers, providing contracted services, providing billing statements, and responding to customer inquiries and complaints in accordance with Commission rules adopted pursuant to Section 4928.10 of the Revised Code.

File(s) attached



Public Utilities
Commission

Application Attachments



Public Utilities Commission

Competitive Retail Natural Gas Service (CRNGS)
Governmental Aggregator Application

Case Number: 12 _0670 -GA-GAG

Please complete all information. Identify all attachments with a label and title (example: Exhibit C-2 Financial Statements). For paper filing, you can mail the original and three complete copies to the Public Utilities Commission of Ohio, Docketing Division, 180 East Broad Street, Columbus, Ohio 43215-3793.

A. Application Information

A-1. Applicant's legal name and contact information.

Provide the name and contact information of the business entity.

Legal Name: City of Cincinnati
Street Address: 801 Plum Street, Room 130
City: Cincinnati State: OH Zip: 45202
Telephone: 513-352-6911 Website: www.cincinnati-oh.gov

A-2. Contact person for regulatory matters.

Name: Brenda Coffey
Street Address: 8469 Blue Ash Road, Suite 1
City: Cincinnati State: OH Zip: 45236
Telephone: 304-769-8921 Email: bcoffey@energyalliances.com

A-3. Contact person for PUCO Staff use in investigating consumer complaints.

Name: Brenda Coffey
Street Address: 8469 Blue Ash Road, Suite 1
City: Cincinnati State: OH Zip: 45236
Telephone: 304-769-8921 Email: bcoffey@energyalliances.com

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

Street Address: 8469 Blue Ash Road, Suite 1
City: Cincinnati State: OH Zip: 45236
Toll-free
Telephone: 800-735-0359 Email: bcoffey@energyalliances.com

B. Managerial Capability

Provide a response or attachment for each of the sections below.

B-1. Authorizing Ordinance.

Provide a copy of the adopted ordinance or resolution authorizing the formation of a governmental aggregation program pursuant to Sections [4928.20\(A\)](#), [4929.26](#), and/or [4929.27](#) of the Ohio Revised Code.

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 Section [4928.20\(C\)](#), [4929.26\(C\)](#), and/or [4929.27\(B\)](#) of the Ohio Revised Code and in accordance with [4901:1-21-16](#) and/or [4901:1-28-03](#) of the Ohio Administrative Code.

B-3. Opt-out disclosure notice.

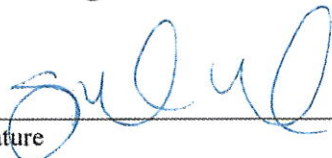
Provide a draft copy of the opt-out notice that provides or offers automatic aggregation services in accordance with Sections [4928.20\(D\)](#) or [4929.26\(D\)](#) of the Ohio Revised Code and in accordance with [4901:1-21-17](#) and/or [4901:1-28-04](#) of the Ohio Administrative Code. The applicant must file the finalized opt-out notice in the certification case docket no more than 30 days and not less than ten days prior to public dissemination.

B-4. Experience and plans.

Describe in detail the applicant's experience and plan for providing aggregation services, including contracting with consultants, broker/aggregators, retail natural gas suppliers and/or 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 [4929.22](#) and/or [4928.20](#) of the Ohio Revised Code.

As authorized representative for the above company/organization, I certify that all the information contained in this application is true, accurate and complete. I also understand that failure to report completely and accurately may result in penalties or other legal actions.

Signature



Date

2/1/2022

Title

Assistant City Manager

Competitive Retail Natural Gas Service Affidavit

County of Hamilton :

State of Ohio :

Sheryll Long, 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, and that it will amend its application while it is pending if any substantial changes occur regarding the information provided.
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 Sections 4905.10 and 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 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. 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 comply with all state and/or federal rules and regulations concerning consumer protection, the environment, and advertising/promotions.
8. Applicant will inform the Public Utilities Commission of Ohio 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 consumer complaints.
9. The facts set forth above are true and accurate 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.

10. Affiant further sayeth naught.

[Signature]
Signature of Affiant & Title

Sworn and subscribed before me this 1st day of January, 2022
Month Year

[Signature]
Signature of official administering oath

Amira Beer, Administrative Assistant
Print Name and Title



AMIRA BEER
Notary Public, State of Ohio
My Commission Expires 09-23-2023

My commission expires on 9/23/23

CITY OF CINCINNATI, OHIO

Natural Gas Aggregation Program

EXHIBIT B-3 "OPT-OUT DISCLOSURE NOTICE"



DO NOT DISCARD:
Important Natural Gas Aggregation
Information Enclosed.

11C 0 IE 1111111111
<<CODE2(1)>>

<<BUSNAME(1)>>
<<MAILLINE1(1)>>
<<MAILLINE2(1)>>
<<MAILCITY(1)>>, <<MAILSTATE(1)>> <<MAILZIP(1)>>

Dear Resident or Small Business:

In November 2011, City of Cincinnati voters authorized the creation of a natural gas aggregation program (the "Program") that allows the City to negotiate natural gas purchases on behalf of its citizens. Constellation NewEnergy - Gas Division, LLC ("Constellation") has again been chosen as the Program supplier. In 2017 and 2018, the Program saved participating Cincinnati residents and small businesses a total of \$2.5 million, as compared to the Standard Service Offer from Duke Energy during that time.

The Program term is extended six (6) months through March 2021 (April 2021 billing cycle) and the price is locked-in for the winter months, when natural gas is typically highest, described further below. As a current Program participant, you will remain enrolled in the Program unless you opt-out by December 10, 2019.

How You Benefit

By remaining in the Program you have the following rate options. It is important to note that you may cancel at any time with no fee by calling (844) 830-3336 or going to www.constellation.com/oh-cincinnati:

The Program includes fixed prices for the winter months, November 2019 (December 2019 billing cycle) through March 2020, at \$0.3865 per ccf and October 2020 (November 2020 billing cycle) through March 2021 at \$0.3572 per ccf; the rest of the year, your price will be the market price of natural gas set by the New York Mercantile Exchange (NYMEX) close on the 24th day of the month for the applicable gas flow month plus a fixed adder. This means your natural gas price will vary monthly based on the NYMEX price for natural gas plus \$0.1217 per ccf. In addition, Constellation will pay an administrative fee of \$0.009 per ccf to the City of Cincinnati. The administrative fee is included in your rate. To enroll in this option, you do not need to take any action.

Senior Citizen Discount: Residents age 65 or older participating in the aggregation program will receive a discount of \$0.01 per ccf off the price outlined above or any applicable fixed rate. To receive the discount, you must call (844) 830-3336. If you are already receiving the discount, you do not need to call again.



ENROLLMENT NOTICE PRICE LOCK AND EXTENSION

November 19, 2019

Important things to remember

- Call (844) 830-3336 if you have any questions. Representatives are available 24 hours a day, 7 days a week.
- If you do nothing, you will remain in the aggregation program.
- Billing and utility service will not change. Duke Energy - Ohio will continue to send monthly bills, respond to outages and deliver your natural gas.
- No one from the City of Cincinnati will come to your door to ask you to switch to a new supplier. Anyone who does is not with the aggregation program.

<<BUSNAME(1)>>
<<MAILLINE1(1)>>
<<MAILLINE2(1)>>
<<MAILCITY(1)>>, <<MAILSTATE(1)>> <<MAILZIP(1)>>



I do not want to participate in the City of Cincinnati Natural Gas Aggregation Program.

Phone Number ☐ Cell ☐ Work ☐ Home

Service Address:

<<SERVMAIL1(1)>>
<<SERVMAIL2(1)>>
<<SERVCITY(1)>>, <<SERVSTATE(1)>> <<SERVZIP(1)>>

<<CODE(1)>>

Opt-Out Code

Duke Account Number

Signature

Date

Billing / Service Delivery Unchanged

Other than the price, nothing regarding your natural gas service will change. You will continue to receive one monthly bill from Duke Energy – Ohio. Duke will continue to deliver your natural gas and be responsible for maintaining the system that delivers natural gas to your home or business.

Tax Exempt Customers

Tax exempt customers should send their most recent tax-exempt certificate on or before December 10, 2019 to: Constellation NewEnergy-Gas Division, LLC, 1001 Louisiana Street, Suite 2300, Houston, TX 77002. You can also submit it via email to CNETaxForms@Constellation.com or fax to 877-243-4968.

Be sure to note "City of Cincinnati Aggregation Program" and your utility account number on the certificate.

How to Opt-Out

If you do not wish to participate, you must opt-out no later than December 10, 2019 by any of the following methods:

- Detach and return the Notification of Intent to Opt-Out in the envelope provided (postmarked by the above date),
- Call Constellation toll-free at (844) 830-3336,
- Or opt-out online at www.constellation.com/oh-cincinnati.

Additionally, you will receive written notice of your ability to opt-out of the Natural Gas Aggregation Program at least every two (2) years, although you can opt-out of the program at any time by calling Constellation at (844) 830-3336.

If you have questions, please refer to the Frequently Asked Questions on our website at www.constellation.com/oh-cincinnati or contact Constellation toll-free at (844) 830-3336. Customer service representatives are available 24 hours a day, 7 days a week.

Sincerely,

Constellation NewEnergy - Gas Division, LLC

Enclosures: Program Terms and Conditions and Frequently Asked Questions.

The rate provided will not include taxes, Duke distribution or other Duke fees, charges or credits. If you are already enrolled with another natural gas supplier, a cancellation fee may apply to end your agreement with that supplier. The General Terms and Conditions govern your participation in the Program. If you have additional questions about this offer, contact Constellation. Ohio Supplier License #09-153G(5).

GENERAL TERMS AND CONDITIONS

Generally the words "you" and "your" refer to the Customer and the words "we" and "us" refer to Constellation, unless the context clearly requires otherwise.

1. Purchase and Sale of Natural Gas. If you do not "opt-out" by December 10, 2019 pursuant to these General Terms and Conditions (the "Agreement"), you will purchase from us on an exclusive basis, and we will take all reasonable action to supply or cause to be supplied, all of your natural gas requirements at the price and for your accounts ("Account(s)"). Pursuant to the Agreement, you authorize us to (i) enroll your Account(s) with your Utility so that we can supply the Account(s), (ii) aggregate your Account(s) with those of other customers of Constellation or its affiliates, (iii) request and receive usage and other information from your Utility with respect to the Account(s) and (iv) enter into agreements with your Utility as necessary under the Utility's tariff to facilitate supply of the Account(s). You agree to cooperate with Constellation to ensure enrollment of your Account(s) in a timely manner. You give us the authority to choose the source of your natural gas supply. Your Utility will continue to deliver your natural gas and provide billing and other services to you. You acknowledge that such transportation service is subject to regulations set forth in your Utility's tariff. **Supply of natural gas under this Agreement is conditioned upon (1) our verification of the accuracy of all information that you provide to us, including information regarding your natural gas usage and the Account(s) and (2) acceptance of enrollment of your Account(s) by the Utility.**

2. Term. This term of the Agreement is effective when enrollment occurs with the Utility with Constellation as your natural gas supplier, subject to your rescission right set forth under "Customer's Rescission Right" below. Subject to successful enrollment of your Account(s), we will supply the Account(s) with natural gas from the first regularly scheduled Utility meter read date after your Utility switches you to Constellation ("Start Date"), which we estimate will be in the month of November 2019 (December 2019 billing cycle). We will supply your Account(s) through the month of March 2021 (April 2021 billing cycle). If the City of Cincinnati Natural Gas Pricing Program continues beyond March 2021 with Constellation as the supplier, Constellation will send you a notice of renewal including, but not limited to, notice of the new City of Cincinnati Natural Gas Pricing Program, notice of your right to opt-out of the City of Cincinnati Natural Gas Pricing Program, and any other changes. The opt-out mailing shall include a provision for return of a post card or similar notice to Constellation, to be returned no later than twenty-one (21) days from the post-marked date, and receipt of the opt-out mailing post-marked before the opt-out deadline has elapsed shall count as timely sent. You are entitled to opt-out of City of Cincinnati Natural Gas Pricing Program at least every two years from the Start Date of the City of Cincinnati Natural Gas Pricing Program, without a penalty. If for any reason you do not wish to continue, you may cancel this Agreement as provided in Section 4 below. If you do not cancel, this Agreement will renew, and any changes to the General Terms and Conditions will become effective for the term provided in the renewal notice.

3. City of Cincinnati Natural Gas Pricing Program. November 2019 (December 2019 billing cycle) through March 2020 (April 2020 billing cycle) your price will be a fixed rate of \$0.3865 per Ccf. April 2020 (May 2020 billing cycle) through September 2020 (October 2020 billing cycle), your price will be NYMEX close on the 24th day of the month for the applicable month plus an "Adder" of \$0.1217 per Ccf unless the City of Cincinnati decides to fix the price for any of those months. October 2020 (November 2020 billing cycle) through March 2021 (April 2021 billing cycle) your price will be a fixed rate of \$0.3572 per Ccf. The prices stated above include the \$0.009 per Ccf administrative fee for the City of Cincinnati. **IN THIS PROGRAM, YOU HEREBY APPOINT THE CITY OF CINCINNATI AS YOUR AGENT FOR NATURAL GAS SUPPLY PRICING DECISIONS AND AGREE THAT CITY OF CINCINNATI HAS THE EXCLUSIVE RIGHT TO MAKE NATURAL GAS SUPPLY PRICING DECISIONS ON YOUR BEHALF WHILE THIS AGREEMENT REMAINS IN EFFECT.**

Senior Citizen Discount: Senior citizens age 65 or older participating in the aggregation program will receive a discount of \$0.10 per Mcf if they contact Constellation at the toll free number listed below. The discount may take one (1) or more billing cycles before it appears on your bill. Constellation is not liable for any delay between your request for the senior citizen discount and it actually appearing on your bill and such discount will not be applied retroactively. If you are currently receiving the senior citizen discounted rate, there is no need for you to call again.

Note: The fixed or variable price includes (i) all related interstate pipeline charges required to deliver gas to the Delivery Point, plus (ii) administrative costs and fees. In addition to the fixed or variable price, you will also pay the Utility's service charges.

4. Termination. You may terminate this Agreement without penalty at any time for any reason by providing notice to Constellation. Please note that once enrolled, it may take one to two billing cycles beyond the current billing cycle for the cancellation to be effective, as the effective date of all cancellations are subject to your Utility's guidelines. Should you fail to pay any Utility invoice or fail to meet any agreed-upon payment arrangement, your service and this Agreement may be automatically terminated in accordance with the Utility's tariffs. In addition, this Agreement will terminate if (i) the requested service location is not served by the Utility, (ii) you move outside the Utility's service area or to an area not served by Constellation, (iii) we return you to the Utility's sales service pursuant to any termination of this agreement by us, or (iv) you cancel your enrollment with us pursuant to your rescission right provided below. You may terminate this Agreement without penalty if you relocate outside the service territory of the Utility.

5. Customer's Rescission Right. Upon processing your enrollment, the Utility will send you a confirmation letter, which is notice of the transfer of your supply to Constellation. You have a seven (7) business day period from the postmark date of the Utility's confirmation letter during which time you may cancel your enrollment, without penalty, by calling the Utility's toll-free number provided in the confirmation letter or by providing written notice to the Utility, which will be effective as of the postmark date.

6. Your Invoice. You will be invoiced by the Utility monthly for all charges applicable to your natural gas usage, including the rates set forth herein, applicable Taxes (which are passed through to you) and all applicable Utility customer charges and franchise fees. You authorize us to act as your payment agent if deemed necessary by us to facilitate consolidated billing. You have the right to request up to twenty-four (24) months of your payment history for services rendered by Constellation without charge.

7. Switching. The Utility may charge a switching fee in accordance with its tariff when you change your natural gas supplier to Constellation. If the Utility charges a switching fee when you change your natural gas supplier to Constellation in accordance with this Agreement, Constellation agrees to pay such switching fee. Constellation will not separately charge a switching fee. If you voluntarily return to the Utility after switching to a competitive supplier, you may be charged a price other than the Utility's regulated sales service rate.

8. Customer Service. For questions or complaints about our services, contact us at our Customer Care department by calling toll-free (844) 830-3336, 24 hours a day, seven days a week, by e-mail at VST@constellation.com, online at www.constellation.com, or in writing at Constellation NewEnergy – Gas Division, LLC, 1716 Lawrence Drive, De Pere WI, 54115. If your complaint is not resolved after you have called Constellation, or for general utility information, you may contact the Public Utilities Commission of Ohio ("PUCO") for assistance at (800) 686-7826 (toll free) or for TTY at (800) 686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.puco.ohio.gov. Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at (877) 742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.pickocc.org.

9. Definitions. **"Delivery Point"** means any existing and future points of interconnection between your Utility transmission and/or distribution system and those of a third party pipeline supplying natural gas to the Utility. **"Taxes"** means all taxes, duties, fees, levies, premiums or any other charges of any kind, whether direct or indirect, relating to the sale, purchase or delivery of natural gas, together with all interest, penalties or other additional amounts imposed, including but not limited to gross receipts, sales, consumption, use, value added, per Ccf, commercial activity or other privilege tax, and any other tax (whether in effect as of the effective date of this agreement or thereafter) imposed by any governmental entity. **"Utility"** means your local natural gas distribution utility owning and/or controlling and maintaining the distribution system required for delivery of natural gas to the Account(s). **"Market Price"** means the current price at which natural gas can be bought or sold by suppliers. **"Market Trend"** means the tendency of natural gas market prices to move in a particular direction over time.

10. Notices. All notices will be in writing and delivered by hand, first class mail, or by express carrier to our respective business addresses. Either of us can change our address by notice to the other pursuant to this paragraph.

11. Changes in law, market structure, and/or your natural gas needs or classifications. If a change in or implementation of law, rule, regulation, ordinance, statute, judicial decision, administrative order, Utility tariffs, or the like causes our costs under this Agreement to increase, we will have the right to pass such increased costs on to you. The changes described in this Section may change any or all the charges described in this Agreement.

12. Events beyond either of our reasonable control. If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; labor disputes; declaration of emergency by a governmental entity or the Utility; curtailment, disruption or interruption of natural gas transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; and actions taken by third parties not under your or our control, such as the Utility. However, such events shall not in any event excuse any failure to make payments due in a timely manner for natural gas supplied to you. The parties shall notify each other immediately of an operational flow or curtailment order from the applicable pipelines or Utility and shall take all required steps to comply with such orders.

13. Delivery Point and indemnification obligations. We will deliver natural gas to the Delivery Point. Title and risk of loss related to the natural gas transfer to you at the Delivery Point, and you are responsible for all transmission, distribution, and other costs (including Taxes and other fees) related to the final delivery to the facilities to which the Account(s) relate as well as your use of the natural gas. While we will arrange for the delivery of natural gas to you by your Utility, we will have no liability or responsibility for matters within the control of the Utility, which include maintenance of pipelines and systems, service interruptions, loss of service, quality of the natural gas, deterioration of services, or meter readings. EACH PARTY (THE "INDEMNIFYING PARTY") WILL DEFEND, INDEMNIFY AND HOLD THE OTHER PARTY HARMLESS FROM ANY AND ALL CLAIMS (INCLUDING CLAIMS FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE), LOSSES, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), DAMAGES, SUITS, CAUSES OF ACTION AND JUDGMENTS OF ANY KIND ARISING HEREUNDER WHILE TITLE AND RISK OF LOSS ARE VESTED IN THE INDEMNIFYING PARTY.

14. Limitation on Liability. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES, OWNERS, OFFICERS OR DIRECTORS BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS. Each party's total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Each party agrees to use commercially reasonable efforts to mitigate the damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON CONSTELLATION'S PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A GENERAL OR SPECIFIC PURPOSE OR USE.

15. Governing Law/Venue. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OHIO WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS. WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION

CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

16. Relationship of Parties. We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. You will **not rely, and have not relied**, on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter under this Agreement. Your decision to enter into this Agreement and any other decisions or actions you may take are and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us. There is no guarantee that the program you chose will guarantee any price advantage or savings.

17. Confidentiality. Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may disclose such information to our affiliates (excluding Baltimore Gas & Electric, a regulated utility) and such affiliates' employees, agents, advisors, and independent contractors. Other than for operation, maintenance, assignment and transfer of your Account(s), pursuant to a court or PUCO order or pursuant to a PUCO rule, we will not release your account number or, other than for credit checking and credit reporting, if applicable, your social security number, without your prior written consent.

18. Miscellaneous Provisions. If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of such default or any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent and any such attempted transfer will be void. We may assign our rights and obligations under this Agreement to a qualified natural gas supplier and will provide you with prior written notice of any such assignment. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether oral or written) regarding the subject matter of this agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile copy with your signature will be considered an original for all purposes. No amendment to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and dispute resolution. Constellation shall have the right to set-off and net any amounts owed to Customer against any amounts owed to it by Customer under this Agreement or any other agreement. This Agreement is a "forward contract" and Constellation is a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended ("CEA"). Customer's purpose in entering into this Agreement is not speculation, but rather price volatility control and/or budget management for procurement of natural gas for one or more of its facilities. Customer represents that it qualifies as an "eligible contract participant" as the same is defined under the CEA. The terms of any purchase order (PO) you send to us or any alterations, additions, or modifications you make to the preprinted terms of this Agreement shall be void and without any effect unless and only to the extent we agree in writing to such alterations, additions, or modifications.

IN THE EVENT OF AN EMERGENCY OR SERVICE INTERRUPTION, CONTACT YOUR UTILITY AT:

Utility Name	Utility Abbreviation	Contact Number
Duke Energy Ohio	DUKE	(800) 634-4300

CITY OF CINCINNATI, OHIO
Natural Gas Aggregation Program

EXHIBIT B-2 "OPERATION AND GOVERNANCE PLAN"

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.

CITY OF CINCINNATI, OHIO
Natural Gas Aggregation Program

EXHIBIT B—4 “EXPERIENCE AND PLANS”

EXHIBIT B-4 "EXPERIENCE AND PLANS"

Due to the complexity of Governmental Aggregation, the Governmental Aggregator applicant has entered into a program agreement with Energy Alliances, Inc. to assist them in implementing and maintaining their Electric and Natural Gas Governmental Aggregation Programs.

Founded in 1985, Energy Alliances, Inc. is an independent energy broker and consulting company that provides comprehensive energy procurement for commercial, governmental, small business and residential customers throughout the mid-West.

As a PUCO certified Retail Natural Gas Broker/Aggregator (Certificate Number 14-350G(4)) and a Competitive Retail Electric Service Provider (Certificate Number 14-805E(4)) Energy Alliances has over 15 years of experience in leading communities through the entire governmental aggregation process. They currently manage more than sixty (60) electric and gas governmental aggregation and/or endorsement programs in the State of Ohio.

A detailed summary of the contract includes, but is not limited to providing the following services:

- Assist with the preparation of resolutions, public notices, and customer communications
- Assist with the preparation of the Plan of Operation and Governance
- Assist with the preparation of the required legal notices and public meetings to review and approve the Plan of Operation and Governance
- Assist with the preparation and submission of the Certification Application for Governmental Aggregators and Re-certification Applications, as well as the annual and/or quarterly reporting requirements
- Evaluate existing energy costs and rates, provide market expertise, and assist the communities with the selection of their electric/gas supply pricing strategy
- Assist with the preparation of all notifications required to be sent to program participants
- Assist the communities with the day-to-day operation of their programs (i.e. problem resolution, PUCO compliance, supplier liaison, etc.)
- Provide other services necessary for the communities to comply with provisions of Sections 4929 and 4928 and Chapter 4901 of the Ohio Revised Code

CITY OF CINCINNATI, OHIO
Natural Gas Aggregation Program

EXHIBIT B-1 "AUTHORIZING ORDINANCE"

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 Antley
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 Antley
CLERK OF COUNCIL

**This foregoing document was electronically filed with the Public Utilities
Commission of Ohio Docketing Information System on**

2/8/2022 2:00:47 PM

in

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

Summary: In the Matter of the Application of City of Cincinnati