

DIS Case Number: 13-0424-EL-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 Sharonville	Country: United States
Phone: 5135631144	Street: 10900 Reading Rd.
Website (if any): www.sharonville.org	City: Sharonville Province/State: OH
	Postal Code: 45241

A-2. Contact person for regulatory matters

Jennifer Kist
11260 Chester Rd. Suite 540
Cincinnati, OH 45246
US
jkist@tugmgt.com
5134817954

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

Jennifer Kist
11260 Chester Rd. Suite 540
Cincinnati, OH 45246
US
jkist@tugmgt.com
5134817954

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

Phone: 513-481-7954	Extension (if applicable): 103	Country: United States
Fax:	Extension (if applicable):	Street: The Utilities Group, Inc. 11260 Chester Road



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

EXHIBIT B-2
OPERATION AND GOVERNANCE PLAN

Introduction. On November 6, 2012, the City of Sharonville (the “City” or “Sharonville”) obtained voter approval to pursue an Opt-out electric aggregation program pursuant to §4928.20, Ohio Revised Code. (See Exhibit B-1). As a result of the voter’s affirmative vote, and once certified as a Governmental Aggregator, the City was authorized to combine multiple retail electric customer loads within its geographic boundaries (the “Aggregation”) for the purpose of facilitating the purchase of electric supply in Ohio’s competitive retail electric market. At that time and following a competitive bidding process, a Supply Contract (“Contract”) was executed between the City and a Certified Retail Electric Supplier (“CRES”) for the purpose of implementing an aggregation program (“Aggregation Program” or “Program”). The City offers an “opt-out” electric aggregation Program to all eligible customers¹, i.e., all residential and non-mercantile commercial customers within the City.

Under an opt-out aggregation program, all eligible residential and small business customers in the geographic boundaries of the City are automatically enrolled as participants in the Aggregation unless they actively opt-out by providing written notice of their intention not to participate. The aggregation Program is available to approximately 6,000 customers in the City.

The City anticipates that utilizing its aggregation authority will provide individual residential and small commercial consumers benefits such as price reductions that these consumers are typically unable to obtain since they lack the bargaining power, expertise and the economies of scale enjoyed by larger consumers.

The Process. In addition to obtaining necessary voter approval, the City filed an application with the PUCO for certification as a Government Aggregator. As required by §4928.20(C), two public hearings on this Plan were held on January 29, 2013 and February 12, 2013 after appropriate public notice was provided for two consecutive weeks. Attachment 1 hereto is a copy of the proof of publication of the time and place of those public hearings.

The Plan. This Plan of Operation and Governance (the “Plan”) has been developed and adopted in accordance with §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.

1. **Services to be Provided.** The City, as a PUCO certified Governmental Aggregator, will serve as purchasing agent for the Aggregation. As purchasing agent, the City shall (a) select a CRES to supply the Aggregation, (b) negotiate the terms of supply between the CRES and each Aggregation participant, and (c) oversee the enrollment procedures administered by the CRES. The City intends to enter into a contract with a CRES to provide generation and transmission services. The CRES contract shall include all terms and conditions that make it clear that the CRES has ultimate responsibility to deliver firm power to the distribution system of the local Electric Distribution Utility (“EDU”), Duke-Ohio (“Duke”). Duke, in turn, shall utilize its distribution system, as it currently uses, and deliver the power to the customer’s end-use facilities. The City does not intend to re-sell power as a result of this Program and, in fact, is not authorized to do so.
2. **Determination of Rates to be Charged.** All customers shall continue to receive standard distribution service under Duke’s tariffs on file and approved by the Commission. Customers shall be responsible for the distribution charges and certain delivery Riders specified under Rates RS, DM or DS of the Duke tariff, P.U.C.O. No. 19, current version in effect. Customers enrolled in the Program shall receive relief from certain other Riders and the rates associated with basic generation (PTC-BG) contained in Duke’s tariff. The City has retained The Utilities Group to assist in the negotiation and identification of potential savings for customers. The electric supply charges for the Aggregation will be included in the Contract that will be negotiated by the Governmental Aggregator. Savings shall be determined by comparing the prevailing price-to-compare of Duke

¹ An “eligible customer” constitutes a customer meeting utility or PUCO rules and which the City and its CRES have elected to serve.

with the contract rate of the CRES. The rate comparison will be contained in the notice to be received by the customer.

3. *The Contract.* The supply contract ("Contract") negotiated by the City for the Aggregation will be for firm, all-requirements supply. Each Program participant will be individually bound to the CRES by the terms of the Contract, and will be solely responsible for payment and performance. It is the goal of the City of Sharonville to negotiate the best terms available for participants including minimizing fees associated with service cancellation or termination by participant outside of an approved opt-out or cancellation period.
4. *Standby Service.* The City intends for customers to pay all rate Riders imposed by Duke that shall permit customers to return to Duke on a full-requirements basis without penalty. The goal of the City in the process of negotiating a contract with a CRES is to negotiate a provision that would exclude a switching fee provision for customers.
5. *Opt-out Disclosure Notice.* The City shall request from Duke a customer list that identifies potential customers within its geographic boundary. Using this list of eligible accounts, the CRES along with assistance from the City, will work to ensure the list is accurate following the guidelines established in following Section 6 (a-h). The refined customer list shall then be used by the CRES with assistance from the City to prepare and mail the opt-out notice. The opt-out notice shall be mailed via first class U.S. mail, and customers shall have twenty-one (21) days to opt-out of the Program. Those customers **not** electing to opt-out shall be enrolled in the Program.
6. *Customer Inclusion.* The following customers shall be *excluded* from the opt-out Program:
 - a. Customers who have opted-out of the Program;
 - b. Customers already under contract with a CRES;
 - c. Customers who may have a special contract with Duke;
 - d. Customers outside the geographical boundary of the City of Sharonville;
 - e. Customers who have elected to be on the "do not aggregate" list provided by §4928.21(C), ORC;
 - f. Customers who are enrolled in the percentage of income payment plan ("PIPP");
 - g. Mercantile customers (defined as a commercial or industrial customer that consumes more than seven hundred thousand kilowatt hours per year or is part of a national account involving multiple facilities in one or more states); and,
 - h. Customers with an unsatisfactory credit rating.

Customers in categories (b) through (h) should not appear in the customer list provided by Duke. Customers within these categories who may be accidentally included in the list and subsequently enrolled in the Program shall be returned to Duke without charge.

The CRES will have responsibility to monitor the enrollment of customers. Customers who elect to opt-out of the Program will be excluded and if a customer were accidentally enrolled will also be returned to Duke without charge.

7. *Opt-out Process.* Pursuant to §4928.20(D), ORC, Customers will receive the Opt-out letter including: price for the electric supply, terms and conditions of supply, an explanation as to how the customer can decline participation in the Aggregation and a postcard that can be used to "opt-out" if the customer so chooses. Customers will be provided twenty-one (21) days to elect to opt-out of the Program. The CRES will receive all Opt-out requests and any Opt-out Notices that were undeliverable by mail, and will remove those accounts from the eligible account list. After the twenty-one day opt-out period ends, the CRES will notify Duke of the remaining customers that will form the Aggregation, and will submit all to Duke for enrollment. Duke will confirm enrollment and

provide the customer with an additional seven (7) days to allow the customer to cancel or rescind enrollment. During this initial opt-out/rescission period, eligible customers may opt-out of the City's Aggregation without fees charged by the CRES.

8. Activation of Service. Generation service activation will occur following the CRES opt-out and Duke cancellation periods without further consumer action beginning on the customer's normal meter read date within the month when power deliveries begin under the Aggregation Program.
9. Changes, Extension or Renewal of Service. At least every three years all customers eligible to participate in the City's Program will be given an opportunity to opt into or out of the Program, and reasonable notice will be provided as required by law and PUCO rules. Participants will also be notified of their right to select an alternate generation supplier and of their ability to return to the utility's Standard Service Offer. Thereafter, a similar enrollment program will be offered at intervals not to exceed three (3) years.
10. Eligible Customers. The aggregation Program shall include residential and non-mercantile customers, except those identified in Section 6 above, served under the provisions of Duke's electric tariff P.U.C.O. No. 19 as follows:

Rate RS, Sheet No. 30.18;
Rate DM, Sheet No. 43.20; and
Rate DS, Sheet No. 40.19

The current tariffs have an effective date of January 3, 2023.

11. Billing Procedures. The contract with the CRES will include billing procedures, with no additional administrative fee. The goal of the City is to have the customer receive a single, monthly bill from Duke which will include all charges including the rates of the CRES. The billing interval will be approximately thirty (30) days. If Duke does not receive timely payments, then the subsequent bill will reflect late payment fees, as authorized by the Commission, including those charges of the CRES.
12. Reporting. The CRES will deliver periodic reports to the City and its consultant that will include at a minimum (a) the number of participating customers in the Program; and (b) a savings estimate or increase from the previous year's baseline.
13. Credit, Collection and Deposit Procedures. Collection and credit policies and procedures will be those authorized by the Commission and remain the responsibility of Duke, the CRES and the involved customer. The City will not be involved in any credit, collection or deposit matter.
14. Customer Service Procedures. Customers will have multiple means of communicating concerns, addressing service issues and reporting complaints. As a general rule, concerns relative to service reliability or billing should be addressed to Duke. The utility will continue to read meters, address outages and emergencies, handle billing and have the most information about the physical service to a location or account. Questions regarding the Aggregation Plan or administration of the Program should be addressed to the City or The Utilities Group. If a customer is unable to resolve their concern in a satisfactory manner, then that matter should be directed to the Commission or to the Ohio Consumers' Counsel.

The following telephone numbers are provided for customers' assistance for resolving customer service issues:

Duke Energy Ohio	(800) 544-6900
Public Utilities Commission of Ohio	(800) 686-PUCO (7826)
City of Sharonville	(513) 563-1144
The Utilities Group	(513) 481-7954
Ohio Consumers' Counsel	(877) 742-5622
CRES (Currently Energy Harbor)	(866) 636-3749

In addition, this Plan adopts by reference Commission rule 4901:1-21-08 of the Administrative Code as the rule pertains to customer access, slamming and complaint handling procedures.

15. Opt-In Procedures. Residential and small commercial customers located within the City's boundaries that are eligible to join the Aggregation, but initially chose to opt-out of the Aggregation, or otherwise weren't included in the Aggregation, may join the Aggregation after the expiration of the applicable Opt-out period by contacting the Supplier. The rate for those joining the Aggregation after the expiration of the Opt-out period may be different from the rate negotiated for the Aggregation by the City. The Contract shall determine whether the CRES accepts the customer into the Program, and, if so, at what rate.
16. Customers Who Move. An enrolled customer who moves from one location to another within the geographical boundaries of the City and retains the same account number will remain an Aggregation participant and will receive the same price it would have received if the location had not moved. An enrolled customer who moves from one location to another within the geographic boundaries of the City and is assigned a new account number may enroll its new account in the Aggregation Program and receive the same price it would have received if its location had not moved, provided the new account is eligible for Aggregation. A customer who moves outside the geographical boundaries of the City of Sharonville severs its participation in the Plan and there will be no penalty or exit fees.
17. Individual Customer Termination of Participation. In addition to the opportunity to opt-out of the Aggregation Program prior to start up of service, an individual customer will be given an opportunity to opt-out at no charge every three years after start up of service. An individual customer who chooses to opt-out during the period between start-up and the three-year opportunity to opt-out may be required to pay an exit fee. It is the goal of the City to negotiate any cancellation or termination fee applied under this section to a minimum.
18. Service Termination by CRES. 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 electric supply is terminated by the selected CRES will receive electric supply from the local EDC, Duke, unless the utility has also met state requirements to terminate service. Customers may be considered for re-enrollment in the Aggregation Program once they have met the requirements of law and are current on bill payment.

19. Termination of the Aggregation Program. The Aggregation Program may be terminated for participating customers upon the termination or expiration of the electric supply contract without any extension, renewal, or subsequent supply contract being negotiated. In the event of termination, each individual customer receiving power supply under the Aggregation Program will receive notification of termination of the Program sixty (60) days prior to such termination. Customers who are terminated from the Program shall receive power supply from the local distribution company unless they choose an alternative CRES.
20. Rights. All Program participants shall enjoy the protections of consumer 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 CRES.

Other Matters. A copy of this Plan shall be available at the City of Sharonville offices for public inspection and shall be made available to any customer upon request. The City shall be precluded from altering this Plan in any way that materially affects enrolled customers. If a change to the Plan is made, affected customers shall be provided notice of the change and shall be given an opportunity to opt-out of the aggregations.

Affidavit of Publication

State of Ohio

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} SS.

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Hamilton County

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Personally appeared: Patricia Lancaster, of the Community Press and Recorder Newspapers, published weekly in said County and State, and of general circulation in said county, who being duly sworn, despoeth and saith that the advertisement of which the annexed is a true copy, has been published in said newspaper 1 time, once in each issue as follows: County and State, and of general circulation in said county, who being duly sworn. January 16 and 23, 2013.

X Tri County Press
X Cincinnati.com

Patricia Lancaster

AFFIANT

Sworn to before me this
25th day of January, 2013



Jenny M. Eilermann
Notary Public of Ohio



EXHIBIT B-4
EXPERIENCE AND PLANS

Known as the "City of Progress," Sharonville was incorporated in 1962 and has a statutory form of government. Residents and Sharonville businesses benefit from 3 fire stations, 5 multi-use buildings, 17 ball fields, 2 community centers with pools, a 52 unit retirement community, 5 parks, a re-developed downtown & "Depot Square", 5 tennis courts, and a convention center. The City dutifully carries out its responsibilities to its residents that today number 6,000 households and 1200 businesses.

Sharonville encompasses 11 square miles at a prime location between I-75, I-71 and I-275 in Greater Cincinnati; about 18 miles north of the Ohio River.

The City of Sharonville is knowledgeable and experienced in negotiating, contracting and providing for services to City residents. Some examples as a service provider are: police service, fire service, parks and recreation and public works.

In September 2010, the City contracted with The Utilities Group, Inc., a local energy consulting and management firm, to advise and aid it in procuring deregulated natural gas and electric supply for its own facilities. For more than 10 years, the City has been involved with the negotiating, contracting and managing its own energy supply. Additionally, Sharonville has ten plus years of experience with its City Endorsement Programs, with the advice and aid of The Utilities Group, for both electric and natural gas and is familiar with the types of questions and concerns small businesses and residents have regarding the procurement of energy through retail providers.

The Utilities Group has and will continue to work the City to assist them in designing, implementing and maintaining the Governmental Aggregation Program. The Utilities Group, Inc. is:

- A Certified Aggregator and Power Broker in the State of Ohio #09-152E
- A Certified Aggregator and Natural Gas Broker in the State of Ohio #12-264G

Among other services, The Utilities Group, Inc. will:

- Revise and assist in maintaining the Plan of Operation and Governance.
- Lead any required Public Hearings and attend City Council meetings upon request.
- Assist the City in the day-to-day administration of the program – problem resolution, press releases and public notifications, PUCO compliance, supplier liaison, contract review, etc.
- Draft and issue the Request for Proposal, analyze supplier responses and provide recommendations for the supply agreement.
- Review customer data on the enrollment list provided by Duke Energy Ohio that will serve as the basis for the opt-out notice transmittal.
- Draft/prepare reports to the City, PUCO and the OCC as required and/or requested.

The City of Sharonville will not take title to electric, issue bills, read meters or address distribution reliability issues. Those functions will be provided by Duke Energy Ohio and the selected CRNGS supplier. The City will comply with its responsibilities as a Governmental Aggregator (ORC 4928.20) and the Public Utilities Commission of Ohio ("PUCO") rules and regulations, specifically rule 4901:1-21-16(B) of the Administrative Code.

Additional details concerning aggregation service shall be provided to the Commission after a contract with the Competitive Retail Electric Supplier (CRES) has been executed if said contract materially impacts the application. For additional information, see Applicant's Operation And Governance Plan, Exhibit B-2 filed herewith.

EXHIBIT B-1
ORDINANCE 2012-19

ORDINANCE 2012 – 19

AUTHORIZING THE SUBMISSION OF A BALLOT QUESTION TO THE VOTERS OF THE CITY OF SHARONVILLE CONCERNING A GOVERNMENTAL AGGREGATION OF ELECTRICITY SERVICES WITH OPT-OUT PROVISIONS PURSUANT TO OHIO REVISED CODE SECTION 4928.20

WHEREAS, the Ohio Legislature has enacted electric deregulation legislation ("Am. Sub. S.B. No. 3") which authorizes the legislative authorities of municipal corporations, townships and counties to aggregate the retail electrical loads located within the respective jurisdictions and to enter into service agreements to facilitate for those loads the purchase and sale of electricity ("Governmental Aggregation"); and

WHEREAS, such legislative authorities may exercise such authority jointly with any other legislative authorities; and

WHEREAS, Governmental Aggregation provides an opportunity for residential and small business consumers to participate collectively in the potential benefits of electricity deregulation through lower electricity rates which would not otherwise be available to those electricity customers individually; and

WHEREAS, this Council, seeks to establish a Governmental Aggregation program with opt-out provisions pursuant to Section 4928.20, Ohio Revised Code (the "Aggregation Program") for the residents, businesses and other electric consumers in the City; and

WHEREAS, the Council has determined that the Sharonville administration shall select an appropriate agent for the City of Sharonville to solicit bids for the best electricity rates if the ballot question is approved by the Sharonville voters.

**NOW THEREFORE, BE IT HEREBY ORDAINED BY THE COUNCIL OF THE
CITY OF SHARONVILLE THAT:**

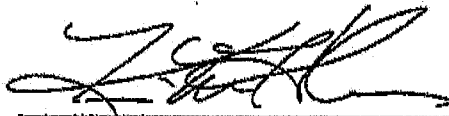
SECTION I: This Council finds and determines that it is in the best interest of the City, its residents, businesses and other electric consumers located within the corporate limits of the City of Sharonville to establish this Aggregation Program in the City. Provided that the Aggregation Program is approved by the voters of the City pursuant to Section II of this Ordinance, the City is hereby authorized to automatically aggregate, in accordance with Section 4928.20 of the Ohio Revised Code, the retail electric loads located within the City, and, for that purpose, to enter into service agreements to facilitate for those loads the purchase and sale of electricity. The City may exercise such authority jointly with any other municipal corporation, township or county or other political subdivision of the State of Ohio to the full extent permitted by law. The aggregation will occur automatically for each person owning, occupying, controlling or using an electric load center proposed to be aggregated and will provide for the opt-out rights described in Section III of this Ordinance.

SECTION II: The Board of Elections of Hamilton County, Ohio is hereby directed to submit the following question to the voters of the City of Sharonville, Hamilton County, at the general election in 2012:

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

SECTION III: In the event of the passage of the ballot issue, all citizens and occupiers of premises for which the program is initiated shall have the right to opt out as provided in Section 4928.20 of the Ohio Revised Code.

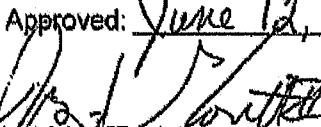
SECTION IV: Council hereby determines that the Sharonville administration shall select an appropriate agent for the City of Sharonville to solicit bids for the best electricity rates if the ballot question is approved by the Sharonville voters. The professional services provided by the agent shall be paid by whatever means are determined to be appropriate by the Sharonville administration.



President of Council, Kevin Hardman

Passed: June 12, 2012

Attest: Martha C Funk
Clerk of Council

Approved: June 12, 2012


Mayor Virgil G. Lovitt, II

CERTIFICATE OF RESULT OF ELECTION ON QUESTION OR ISSUE

Revised Code, Section 3301.11

State of Ohio
County of Hamilton }The Board of Elections of Hamilton County hereby
certifies that at the election held in the City Of Sharonville
(Name of Subdivision)on the 6th day of November, 2012, the vote cast on the following issue was
as follows:

Issue

Shall the City of Sharonville, Counties of Hamilton and Butler, Ohio, have the authority to aggregate the retail natural gas loads located in the City of Sharonville, and for that purpose, enter into service agreements to facilitate for those loads the sale and purchase of natural gas, such aggregation to occur automatically except where any person elects to opt out?

Votes <u>Yes</u> (For, yes, etc.-as on ballot)	<u>2,933</u> (Number)
Votes <u>No</u> (No, against, etc.-as on ballot)	<u>2,101</u> (Number)
Total vote cast on issue:	<u>5,034</u> (Number)

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

Thomas M. Burke
Charles H. Burkhardt Chair
Carl Fort
Alvin

Attest: Amey Shary
Director

BOARD OF ELECTIONS

City of

Hamilton County, Ohio

age 5

EXHIBIT B-3
EXEMPLARY OPT OUT NOTICE

November 3, 2020



Community Electric Aggregation Notification

Opt-Out Deadline
November 24, 2020

Dear Resident or Small Business,

Welcome to your community's electric aggregation program. In November 2012, Sharonville voters authorized Sharonville City Council to use group buying power to purchase electricity from a retail electric generation supplier certified by the Public Utilities Commission of Ohio. Sharonville Officials have selected Energy Harbor to be your electric service provider.

How You Benefit

By participating, you will receive the following exclusive pricing on your electric generation from **100% Carbon-Free** sources:

	Your Electric Utility	Carbon-Free Fixed Price	Term End	Early Termination Fee
Residential	Duke Energy	4.72 cents per kWh	December 2023	None
Small Business	Duke Energy	4.72 cents per kWh	December 2023	None

Same Reliable Service

You will continue to receive a single, easy-to-read bill from your local electric utility with your Energy Harbor charges included. There is no cost for enrollment, you will not be charged a switching fee, and **you do not need to do anything to participate.**

Opt-Out Information

You may choose to leave the program at any time, without penalty, and will **NOT** be charged cancellation fee. If you do not want to participate in Sharonville program, you have until the opt-out deadline to:

- Return the attached **Opt-Out Form**
- Contact Energy Harbor toll-free at 1-866-636-3749 to opt-out over the phone

Enrollment Information

Following the opt-out deadline, future bills will reflect the Energy Harbor price listed above upon your next available meter read date which may take up to 30-45 days. If you are not currently receiving electric generation from Energy Harbor, your electric utility will send you a letter confirming your participation. **To become a member of the Sharonville aggregation program, you don't need to take any action when this letter arrives.**

Please refer to the enclosed Terms and Conditions and FAQs for more information. Sharonville Officials encourage community members with questions regarding the Sharonville electric aggregation program to contact Energy Harbor. If you have any questions or wish to opt out, please call us toll-free at 1-866-636-3749, Monday - Friday, 8 am to 5 pm.

Sincerely,

City of Sharonville



City of Sharonville OPT-OUT FORM

Option 1: Do Nothing to Join You will be automatically enrolled if you do not respond to this letter.	OR	Option 2: Opt-Out of the Program Return this form or call Energy Harbor at 1-866-636-3749 by the opt-out deadline.	Opt-Out Deadline November 24, 2020
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Service Address (City, State, Zip): _____

Phone Number: _____

10-Digit Duke Account Number: _____

Account Holder Signature: _____

Return opt-out form to: Community Electric Aggregation Program c/o Energy Harbor, 168 E Market St, Akron, Ohio 44308

Community Electric Aggregation Program FAQs v.5.20

How is my community able to choose a certified electric generation supplier on my behalf?

Under governmental aggregation, local officials bring citizens together to gain group buying power for the purchase of competitively priced electricity from a retail electric generation supplier certified by the Public Utilities Commission of Ohio (PUCO). Residents voted to allow the community to contract for an electric generation supplier on their behalf. Your community has selected Energy Harbor to provide you with exclusive pricing on your electric generation.

What do I need to do if I want to be included in this governmental aggregation?

You do not need to do anything to receive the exclusive generation pricing under this program. Upon enrollment, your utility will inform via letter of your option to rescind with Energy Harbor within seven days of its postmark. You may choose to remain in the aggregation group by simply not opting out of the program.

Is my price for power fixed, or does it vary?

With a fixed price, the price you will receive each month does not change.

How will I know if I can save money under the electric governmental aggregation program?

You will know you are saving money as long as your price with Energy Harbor is lower than your utility's Price to Compare (PTC).

What does 100% Carbon-Free mean?

Carbon-free means the energy you use is backed by Emission Free Energy Certificates (EFECs). The majority of our EFECs come from one of our four carbon-free nuclear generation units. For more information on Carbon Free please refer to the enclosed Terms and Conditions or www.energyharbor.com/carbon-free.

If I am already a member of this program, why am I receiving this letter?

As a current member of your community's electric governmental aggregation program, you are given the opportunity to opt out of the program at least every three years and this is your opportunity to either opt out or continue the benefits of the program.

What does "opt out" mean?

"Opt-out" means that you can decide not to participate in your community's electric governmental aggregation program. By returning the opt-out form attached to this notification or calling Energy Harbor to opt-out by the Opt-Out Deadline, you will not be enrolled with Energy Harbor, your community's selected electric generation supplier, and you will not receive the discount. If you opt-out or leave the program at a later date, you will be returned to your utility's standard service offer though you might not be served under the same rates, terms, and conditions that apply to other customers served by the electric utility.

What happens if I do not opt-out?

If you do not opt by the Opt-Out Deadline, you will be included in your community's aggregation program.

Can I opt out over the phone?

Yes, if you choose not to return the opt out form, you may contact Energy Harbor at 1-866-636-3749 to opt out over the phone. Whichever method you chose, you must do so by the Opt-Out Deadline on the front of this notification.

Can I opt out of the program at a later date?

Yes, you may leave the aggregation program at any time *without penalty*. Following the opt out deadline, you must contact Energy Harbor via the phone to cancel your contract and ask to opt out of future aggregation mailings to your community for the remainder of the contracted term as stated in this letter. *You will not be charged an early termination or cancellation fee* if you chose to leave the program at later date for any reason.

What are my energy supply choices if I decide to opt out?

You can stay with your current electric utility, which will continue to supply your electric generation as it always has, or you can shop for an alternative generation supplier. A list of competitive electric suppliers certified by the PUCO and their current prices are available by calling 1-800-686-PUCO (1-800-686-7826).

If I join the aggregation, will Energy Harbor continue or allow me to begin to budget bill my supplier charges?

Yes. Duke Energy includes supplier charges in the monthly budgeted amount. You will continue to retain this service.

Can I still have my payment automatically deducted from my checking account as I do now?

Yes. How you pay your electric bill will not change.

If I join my community's governmental aggregation program, who will deliver my power, read my meter and respond to emergencies, such as power outages?

Your electric utility will still be responsible for delivering power to your home or business, reading your meter and restoring power after an outage.

Who is Energy Harbor?

Energy Harbor, headquartered in Akron, Ohio is a fully integrated retail energy provider and independent power producer capable of generating substantial carbon-free energy. The company proudly serves nearly one million residential, commercial, and industrial customers in Ohio, Pennsylvania, New Jersey, Maryland, Illinois and Michigan. Yours is one of over 200 communities who have chosen Energy Harbor to provide electric aggregation programs.

What is the toll-free number for questions?

If you have any questions or wish to opt out, please call 1-866-636-3749, Monday through Friday, 8 am to 5 pm.

Government Aggregation – Electric Terms and Conditions	
Product	Carbon Free Fixed Price
Electric Distribution Utility ("EDU")	Duke Energy Ohio, Inc.
Price and Length of Agreement	4.72 ¢/kWh through your December 2023 meter read
Cancellation/Termination Fee	None
Internal Classification Code	C1

The Carbon Free product matches your electricity with emission free energy certificates sourced from a generating unit that does not directly produce any emissions of carbon dioxide. The Carbon Free product is generated 100% by nuclear, wind, solar or hydroelectric generating facilities that serve your area.

These Terms and Conditions apply to you because you are enrolling for electric generation service with Energy Harbor LLC ("Energy Harbor") through either (a) affirmative consent or (b) not opting out of your community electric aggregation program. If you enroll by affirmative consent, these Terms and Conditions and the enrollment information on the website are your Agreement ("Agreement"). If you choose to remain in the community aggregation program by not "opting-out" or exercising the right of rescission, these Terms and Conditions and your opt-out notification are your Agreement. Please keep a copy of this Agreement for your records.

Energy Harbor is certified by the Public Utilities Commission of Ohio ("PUCO") to offer and supply electric generation services in Ohio. As a Competitive Retail Electric Service ("CRES") provider, Energy Harbor will supply the electric generation to your Electric Distribution Utility ("EDU") based on your usage. Your EDU then distributes or delivers the electricity to you. Energy Harbor sets the generation prices and charges that the customers pay. The PUCO regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

Definitions: *Generation Charge* – Charge for the production of electricity. *Transmission Charge* – Charge for moving high voltage electricity from a generation facility to the distribution lines of the EDU. *Distribution Service* – Basic service for delivering electricity over a distribution system to a customer from the transmission system.

Right of Rescission: If you do not opt-out or you give your affirmative consent and are enrolled to receive generation service from Energy Harbor, your EDU will send you a confirmation letter. You have the right to rescind your enrollment within seven (7) calendar days following the postmark date of the confirmation letter by contacting the EDU by telephone or in writing as described in the letter. The Right of Rescission only applies when a customer switches to a generation supplier and not on renewal enrollments. Your EDU will not send a confirmation notice upon any renewal of this Agreement. Should you choose to opt-out of your community's program, you will be served by your EDU's standard service offer established pursuant to section 4928.14 of the Ohio Revised Code ("ORC") unless you choose an alternate supplier of electricity.

Eligibility: Only eligible residential and small commercial customer accounts not enrolled in the Percentage of Income Plan Program ("PIPP") may enroll in this offer from Energy Harbor. Net-metered customers are not eligible for this offer. Energy Harbor reserves the right to refuse enrollment to any customer with an outstanding balance.

Basic Service Prices: During the term of this Agreement, you agree to pay Energy Harbor a price for combined Generation and Generation Related Charges ("Retail Electric Service"), specified in the table above. Your Price to Compare ("PTC") consists of bypassable transmission, generation and transmission and generation related components, which are charges associated with the costs of purchased power and the cost to deliver the power through the transmission system. These are the charges that you would avoid for that billing period when you switch to Energy Harbor. If your product in the table above is a % Off PTC product, your monthly price per kWh will vary because the EDU's PTC may change based on any changes made by the EDU in its calculations. In addition to Energy Harbor's charges, you will be charged by your EDU for distribution and various other charges. Your price may also include a fee assessed by a broker or agent representing your community.

Length of Agreement: As a part of your community's program, your Retail Electric Service from Energy Harbor will commence with the next available meter reading and after processing of the enrollment by your EDU and continue through the term indicated in the table above. The program may be terminated prior to the term pursuant to the terms of the master agreement between Energy Harbor and your community for the aggregation program. Should the program be terminated, you will be returned to your EDU's standard service offer or its successor. In the event that (1) the PUCO approves or implements a phase-in credit for generation and/or transmission charges of the EDU or takes any other action which affects the PTC or otherwise does not allow the EDU to reflect the full cost to procure generation and transmission in the PTC or other regulatory action; or (2) there is any change in any statute, rule, regulation, order, law, or tariff promulgated by any court, governmental authority, utility, Independent System Operator ("ISO"), Regional Transmission Organization ("RTO") or other service provider, or any change in operating procedure, which alters to the detriment of Energy Harbor its costs to perform under this Agreement, you may receive a notification from Energy Harbor. This notification will include a description of one or more of the situations described above. Energy Harbor may offer you new Terms and Conditions. You must indicate your affirmative consent to the new Terms and Conditions as specified in the notices. If you do not contact Energy Harbor to accept the new terms, this Agreement will terminate on the date specified in the notices, and you may be returned to your EDU for Retail Electric Service. Alternatively, Energy Harbor may decide to terminate this Agreement, and you will receive prior written notice of the termination, after which you may be returned to your EDU for Retail Electric Service. Whether Energy Harbor offers you new terms or terminates this Agreement under this provision, you will not be responsible for any cancellation/termination fee. You must still pay all Energy Harbor charges through the date you are returned to your EDU or switched to another CRES provider for service.

Billing: You will receive a consolidated bill monthly from your EDU for both your Energy Harbor and EDU charges. If you do not pay your bill by the due date, Energy Harbor may cancel this Agreement after giving you a minimum of fourteen (14) days written notice. Upon cancellation you will be returned to your EDU as

a customer. You will remain responsible to pay Energy Harbor for any electricity used before this Agreement is cancelled, as well as any late payment charges, if applicable. Your EDU may charge you switching fees. Energy Harbor reserves the right to convert you from consolidated billing to dual billing if such a conversion will facilitate more timely billing, collections, and/or payment. Furthermore, your failure to pay EDU charges may result in your electric service being disconnected in accordance with the EDU tariff. If you have 12 months of billing history and you are enrolled in budget billing with the EDU, you are eligible to enroll in a budget billing program once per year, where available. At the end of the contract term, you are responsible for payment of any outstanding balance upon final contract true up. Energy Harbor reserves the right to adjust your monthly budget amount prior to final contract true up. If you enroll in budget billing, then choose not to be in the program or if you become two consecutive monthly payments overdue, you will be removed from budget billing, your account will be reconciled, and you will be billed for the outstanding budget balance on your next billing cycle. Budget billing exclusive offers are not available for all aggregation programs and you will not be automatically enrolled in an Energy Harbor budget billing exclusive offer unless explicitly stated in the opt-out notification materials you receive as part of the program. If you meet the eligibility requirements, contact Energy Harbor to determine if an exclusive budget billing offer exists for your community, otherwise, your EDU may be responsible for maintaining your budget billing service.

Penalties, Fees and Exceptions: If you do not pay the full amount owed Energy Harbor by the due date of the bill, Energy Harbor reserves the right to charge a 1.5% per month late payment fee.

Cancellation/Termination Provisions: You may terminate this Agreement at any time without penalty. Customer and Energy Harbor both agree that the following will constitute force majeure events under this Agreement and that Energy Harbor shall have the right to terminate or modify the agreement without liability if: (1) the Electric Security Plan (ESP), Market Rate Offer (MRO) and/or Competitive Bid Process (CBP), or other generation procurement process results in a Price to Compare ("PTC") that is equal to or less than the comparable annualized generation and transmission rates and riders in effect as of the effective date of this Agreement, or (2) the PUCO approves or implements a phase-in credit for generation and/or transmission charges of the EDU or takes any other action which affects the PTC or otherwise does not allow the EDU to reflect the full cost to procure generation and transmission in the PTC or other regulatory action. In the event that the program is terminated, you will be returned to your EDU's standard service offer. Upon termination with Energy Harbor and return to standard service offer with your EDU, you may not be served under the same rates, terms, and conditions that apply to other EDU customers.

Customer Consent and Information Release Authorization: By choosing not to opt-out of your community's aggregation program, or to affirmatively join it, you understand and agree to the terms and conditions of this Agreement with Energy Harbor. You authorize Energy Harbor to obtain information from the EDU that includes, but is not limited to: billing history, payment history, historical and future electricity usage, meter readings, and characteristics of electricity service. Energy Harbor reserves the right to determine if your credit standing is satisfactory before accepting your enrollment request. This Agreement shall be considered executed by Energy Harbor following acceptance of your enrollment request by Energy Harbor, the end of the seven (7) day rescission period, and subsequent acceptance of the enrollment by your EDU.

Customer Consent to Communications: By participating in your community's aggregation program, you agree to receive pre-recorded/artificial voice messages calls and/or use of an automatic dialing device, text messages and/or emails from Energy Harbor or its agents/assigns at any phone number or email address. You agree to be responsible for any charges you may receive on that number, including standard telephone, SMS or text message fees. You may revoke this express consent at any time by calling us at 1-866-636-3749. Such revocation has no bearing on your ability to contract with Energy Harbor.

Contract Expiration: At least every three (3) years, you will be given the opportunity to opt-out of your community's aggregation program at no cost. You are responsible for arranging your electric supply upon termination of this Agreement.

Dispute Procedures: Contact Energy Harbor with any questions concerning the terms of service by phone at 1-866-636-3749 (toll-free) from 8 a.m. to 5 p.m. EST weekdays, or in writing at Energy Harbor, 168 E Market St, Akron, OH 44308. Our web address is www.energyharbor.com. If your complaint is not resolved after you have called your electric supplier and/or your electric utility, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from 8 a.m. to 5 p.m. EST weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from 8 a.m. to 5 p.m. weekdays, or at <http://www.pickocc.org>.

Miscellaneous: You have the right to request from Energy Harbor, twice within a twelve (12) month period, up to twenty-four (24) months of payment history, without charge. Energy Harbor is prohibited from disclosing a Customer's Social Security number and/or account number(s) without the Customer's written consent except for Energy Harbor's collections and reporting, participating in programs funded by the universal service fund, pursuant to section 4928.52 of the Revised Code, or assigning a customer's contract to another CRES provider. Energy Harbor's environmental disclosure statement is available for viewing on our website www.energyharbor.com/disclosure-statements. You agree that Energy Harbor will make the required annual and quarterly updates to the environmental disclosure statement electronically on our website. Energy Harbor will also provide the information upon request. Energy Harbor may assign its rights to another, including any successor, in accordance with the rules and regulations of the PUCO. Energy Harbor assumes no responsibility or liability for the following items that are the responsibility of the EDU: operation and maintenance of the EDU's electrical system, any interruption of service, termination of service, or deterioration of the EDU's service. **In the event of a power outage, you should contact your local EDU.** Customer is responsible for providing Energy Harbor with accurate account information. If said information is incorrect, Energy Harbor reserves the right to reprice the applicable account(s) or terminate the Agreement. Energy Harbor reserves the right to return any customer to the EDU if the customer's rate code is changed and the account is no longer eligible for this offer. Customer authorizes, but does not obligate, Energy Harbor to exercise customer's governmental aggregation opt-out rights.

Warranty: Energy Harbor warrants title and the right to all electricity sold hereunder. THE WARRANTIES SET FORTH IN THIS PARAGRAPH ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

Competitive Retail Electric Service Affidavit

County of Hamilton:


State of Ohio:

James Lukas, 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, gross earnings, and sales of kilowatt-hours of electricity pursuant to Sections 4905.10(A), 4911.18(A), and 4928.06(F), Ohio Revised Code.
3. The applicant will timely pay any assessment made pursuant to Sections 4905.10, 4911.18, and 4928.06(F), Ohio Revised Code.
4. The 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. The 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. The applicant will fully comply with Section 4928.09, Ohio Revised Code regarding consent to the jurisdiction of Ohio Courts and the service of process.
7. The applicant will comply with all state and/or federal rules and regulations concerning consumer protection, the environment, and advertising/promotions.
8. The applicant will use its best efforts to verify that any entity with whom it has a contractual relationship to purchase power is in compliance with all applicable licensing requirements of the Federal Energy Regulatory Commission and the Public Utilities Commission of Ohio.
9. The applicant will cooperate fully with the Public Utilities Commission of Ohio, the electric distribution companies, the regional transmission entities, and other electric suppliers in the event of an emergency condition that may jeopardize the safety and reliability of the electric service in accordance with the emergency plans and other procedures as may be determined appropriate by the Commission.
10. If applicable to the service(s) the applicant will provide, it will adhere to the reliability standards of (1) the North American Electric Reliability Council (NERC), (2) the appropriate regional reliability council(s), and (3) the Public Utilities Commission of Ohio.
11. The 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.

12. 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.

13. Affiant further sayeth naught.

 Safety Service Director, Safety Service Director
Signature of Affiant & Title

Sworn and subscribed before me this 14 day of February, 2023
Month Year


Signature of official administering oath

Rachel Combs, HR Director
Print Name and Title



My commission expires on August 22, 2026

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

2/14/2023 5:10:44 PM

in

Case No(s). 13-0424-EL-GAG

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