



The Public Utilities Commission of Ohio

13-0715-EL-GAG

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

### CERTIFICATION APPLICATION FOR GOVERNMENTAL AGGREGATORS

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

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

#### A. APPLICANT INFORMATION

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

Name City of Deer Park, Ohio

Address 7777 Blue Ash Road, Deer Park, OH 45236-3106

Telephone Number (513) 794-8860

Web site address (if any) http://www.deerpark-oh.gov/

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

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

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

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

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

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

Name William Fleissner

Title Process Integration Manager

Business address 139 East Fourth Street, EX320, Cincinnati, OH 45202

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

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

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

Name William Fleissner

Title Process Integration Manager

Business address 139 East Fourth Street, EX320, Cincinnati, OH 45202

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

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

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

Address 139 East Fourth Street, EX320, Cincinnati, OH 45202

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

Fax # ( ) - -

William Fleissner  
Signature of Applicant & Title

Sworn and subscribed before me this 6 day of March, 2013  
Month Year

Brenda Sue Reinert  
Signature of official administering oath

Brenda S. Reinert Notary  
Print Name and Title



BRENDA SUE REINERT  
Notary Public, State of Ohio  
My Commission Expires 02-01-2015  
commission expires on 2/1/15

# AFFIDAVIT

State of OHIO :

DEER PARK ss.  
(Town)

County of HAMILTON :

MICHAEL J. BEDENS, Affiant, being duly sworn/affirmed according to law, deposes and says that:

He/She is the SAFETY SERVICE DIRECTOR (Office of Affiant) of CITY OF DEER PARK (Name of Applicant);

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

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

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

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

*Michael Berens*  
Signature of Affiant & Title

Sworn and subscribed before me this 6 day of March, 2013  
Month Year

*Brenda Sue Reinert*  
Signature of official administering oath

Brenda Sue Reinert Notary  
Print Name and Title



**BRENDA SUE REINERT**  
Notary Public, State of Ohio  
My Commission Expires 02-01-2015

commission expires on 2/1/15

**City of Deer Park, Ohio**  
**Electric Governmental Aggregation Certification**  
**Exhibit A-2**  
**Authorization Ordinance**

CERTIFICATE OF RESULT OF ELECTION ON QUESTION OR ISSUE

Revised Code, Section 3501.11

State of Ohio }  
County of Hamilton }

The Board of Elections of Hamilton County hereby  
certifies that at the election held in the City Of Deer Park  
(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 Deer Park have the authority to aggregate the retail electric loads located in the City of Deer Park, and for that purpose, enter into service agreements to facilitate for those loads the sale and purchase of electricity, such aggregation to occur automatically except where any person elects to opt out?

Votes Yes (For, yes, etc. - as on ballot)	1,456 (Number)
Votes No (No, against, etc. - as on ballot)	1,099 (Number)
Total vote cast on issue:	2,555 (Number)

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

*Timothy M. Butzke*  
Chair  
*Charles H. Gerhardt*  
*Chad Jones*  
*Alex...*

Attest: *Ym...*  
Director

BOARD OF ELECTIONS

Hamilton County, Ohio

**City of Deer Park, Ohio**  
**Electric Governmental Aggregation Certification**  
**Exhibit A-3**  
**Operation and Governance Plan**

**PLAN OF OPERATION AND GOVERNANCE**  
**Electric Governmental Aggregation**

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

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

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

**Eligibility, Opt-out Disclosures, and Pooling Accounts.** Section 490:1-21-06 of the Ohio Administrative Code requires Duke Energy Ohio, the local electric distribution utility (the "Utility,") to provide the Governmental Aggregator with an account list of eligible customers, including the names, service and mailing addresses, load profile reference category, meter read schedule and historical consumption data for all eligible customers residing within the Governmental Aggregator's boundaries. The following customers are not eligible: customers already under contract with a certified electric services company; customers that have a special contract with the Utility; customers that are not located within the Governmental Aggregator's boundaries; customers on the Percentage of Income Payment Plan (PIPP) or any similar successor program; customers that have past due amounts owing to the Utility and have no existing plan to discharge such amounts; and mercantile customers. In addition, the City intends to include in the Aggregation only those residential and non-mercantile customers with a demand of less than 100 KW and a load profile consistent with ordinary residential and small commercial use. Using this list of eligible accounts, the Provider, with the assistance of the Governmental Aggregator, will review the list to verify that the eligible accounts are located within the geographic boundaries of the City and that no area within the City boundaries has not been inadvertently omitted from the list. The Provider will also remove the eligible list, those customers who appear on the "do not aggregate" list as stated under division (c) of Section 4928.21 of the Revised Code. Finally the Provider will reduce the list by removing those accounts in rate classes that indicate (i) a higher demand than targeted for the Aggregation or (ii) a usage profile that is not consistent with ordinary residential and small commercial use.



Within thirty (30) days of receipt of the list from the Utility, the Provider, with assistance from the Governmental Aggregator, will prepare and mail an "Opt-out Notice" to each account that remains on the eligible list after the list has been reduced as noted above. The Opt-out Notice will inform the eligible account holder that the Governmental Aggregator has formed an automatic (or "Opt-out") aggregation, provide the price for the electric supply to the Aggregation and other terms and conditions of service, and explain how the account holder can decline participation in the Aggregation.

As required by 4901:1-28-04 of the Ohio Administrative Code, the Opt-out Notice will indicate that the account holder has 21 days to affirmatively respond by telephoning a toll-free number or returning a postcard to the provider that is included in the Opt-out Notice.

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

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

**Billing** Aggregation participants will receive a single, monthly bill from the Utility, which will include charges from the Provider for its electric supply, as well as the Utility distribution charges. Aggregation participants will be billed according to their Utility billing cycle.

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

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

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

The Provider will attempt to resolve all customer complaints in a timely and good faith manner. The Provider shall investigate and provide a status report to the customer when the complaint is made directly to them and/or the Governmental Aggregator within three (3) business days following Provider's receipt of the complaint. In the case of a Public Utilities Commission of Ohio ("PUCO") complaint, the Provider will investigate and provide a status report to the customer and PUCO staff within three (3) business days following the Provider's receipt of the complaint, or such other period of time as may be required by the PUCO. If an investigation into a complaint received from the customer or a complaint referred by the PUCO is not completed within ten (10) business days, then a status report will be given to the customer, and, if applicable, the PUCO. These status reports will be given every three (3) business days until the investigation is complete, unless the action that must be taken takes longer than three (3) business days and the customer has been notified. Final results of a PUCO-referred complaint will be provided to the PUCO either orally (telephone) or in writing (e-mail, written correspondence), no more than three (3) business days after the investigation is completed. The final results will be provided in writing to the customer no later than three (3) business days after the investigation is completed. Customers retain the right to contact the PUCO regarding complaints and disputes. All customers have the right to contact the PUCO by writing to Public Utilities Commission of Ohio, ATTN, 180 E. Broad St., Columbus, OH 43215-3793; by fax to (614) 752-8351; through their website at [www.puc.state.oh.us](http://www.puc.state.oh.us) or by calling toll-free (800) 686-7826 (VOICE) or (800) 686-1570 (TTY- TDD). Records of customer complaints will be retained for two (2) years after the occurrence of the complaint. A copy of the complaint record will be provided to the PUCO within three (3) business days, if requested.

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

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

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

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

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

**City of Deer Park, Ohio**

**Electric Governmental Aggregation Certification**

**Exhibit A-4**

**Automatic Aggregation Disclosure**

Deer Park Logo

# Draft



Dear Deer Park Residents and Businesses,

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

### Fixed Price Electricity Plan

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

**You do not need to do anything to participate.** You will be automatically enrolled in the Deer Park Electric Aggregation Program. Both Deer Park and Duke Energy Retail are certified by the Public Utilities Commission of Ohio to provide this service. Participation in this program is voluntary. If you choose to opt out you may do so at no charge and you will continue to be served by your current supplier. If you opt out after the initial enrollment period you will be charged a termination fee of <TBD>.

To opt out of the program, either:

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

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

Regards,

Insert Trustees' signatures

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

Matt Walz  
Vice President, Duke Energy Retail



**Community: Deer Park**

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

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

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

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

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

## Your Electric Service Terms and Conditions

### When do I become a Duke Energy Retail Customer?

Once we receive your enrollment, we will send a notice to your electric utility. They will send you a letter to confirm that you want to be switched to Duke Energy Retail. After this confirmation, you will officially become our customer the next time your meter is read (with the exception if your meter is read within 12 days of your enrollment with us, in that case you become our customer the following month's meter read and this process could take up to two months.)

### What is my price and how long does it last?

Your fixed price is <TBD>¢/kWh through <TBD>. (You will still receive additional service and delivery charges from your electric utility.) The actual fixed price has a price cap, meaning it won't ever be higher than what's stated, but we may choose to lower the price on your behalf. You'll be on this fixed rate through your <TBD> meter reading. Additional charges may be incurred in the event the regional transmission organization (the group that is responsible for moving electricity over large interstate areas) or similar entity, utility, governmental entity or agency, reliability organization, or court imposes new or additional charges or changes to existing charges. We may pass this cost (which may be variable) on to you.

### What happens with my electric utility?

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

### Are there any fees to enroll?

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

### What if I want to cancel?

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

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

Residential customers:

- If you want to cancel or switch to another supplier, a \$<TBD> early termination fee will be charged.
- If you want to cancel during a renewal term, a \$25.00 termination fee will be charged.
- If you move outside the area served by us or to an area where we charge a different price, you will not be charged a termination fee.
- If you return to the utility, you may be served at different rates and terms and conditions based on the utility's tariffs.

### What happens at the end of this agreement?

- We may choose to give you a renewal offer, but there are no guarantees the price will stay the same.
- If we decide to offer a renewal, we will notify you two times. We will send the first notice at least 45 days, and no more than 90 days, before the end of this agreement. We will send the second notice at least 35 days before the end of this agreement. We'll provide the rate and terms of the new offer.
- This agreement will automatically renew for up to 12 additional months at the new offer price until the agreement is canceled by either you or Duke Energy Retail. You may decide to take or leave any renewal offer but, if you don't tell us otherwise, **the agreement can be renewed by us, without your affirmative consent, even if we are changing the price or any other terms.**
- At the end of any renewal term, this agreement may again be renewed the same way.

- Whenever you switch back to the utility, you may or may not be served under the same rates, terms, and conditions that apply to other customers of the utility.

#### **What happens if I don't pay my bill?**

- We have the right to cancel this agreement after a 14-day written notice, if you don't pay your bill or if you don't meet any payment arrangements that you and we agree to.
- If you don't pay our charges, you may be returned to your utility's regulated rate. If you don't pay your utility company's charges, you may be disconnected under the terms of the utility's tariffs.

#### **Questions?**

- To reach Duke Energy Retail: [DukeEnergyRetail@duke-energy.com](mailto:DukeEnergyRetail@duke-energy.com) or 1-877-331-3045 (8 a.m. to 5 p.m., Eastern Time). Our mailing address is: Duke Energy Retail, 139 East Fourth Street, EX 320, Cincinnati, Ohio 45202.
- If your complaint is not resolved after you have called your electric supplier and/or your electric utility, or for general utility information, residential and business customers may contact the public utilities commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 711 (Ohio relay service).
- The Ohio consumers' counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.pickocc.org>.

**Environmental Disclosure:** The environmental disclosure information can be found on our website at: <http://dukeenergyretail.com>

You also authorize us to contact the utility on your behalf to evaluate utility programs that may benefit you and to resolve utility matters on your behalf. This authorization does not permit Duke Energy Retail to contractually obligate you to any utility program.

We will not disclose your social security number and/or account number(s) to any third party without your prior written authorization except for our collections and credit reporting, participating in programs funded by the universal service fund, or assigning this contract to another CRES provider.

#### **Eligibility**

- In the event you sign up under the incorrect rate classification, we have the option to either, 1) terminate your contract or 2) correct the rate classification and charge you as a customer under the correct rate classification.

#### **General**

- This is the entire agreement. No amendment or modification can be enforced unless it is put in writing and agreed to by both parties (you and Duke Energy Retail).
- Government Actions – If there is any change in governing law or regulation that physically prevents or legally prohibits us from performing under this contract, then we may terminate this agreement with 45 days notice. After that, you can return to the utility to provide your electricity needs, or enroll for service from another supplier, if available.
- Warranties and Damages – There are no warranties associated with this offer or the electricity service sold. And we are not liable to you or any third party for consequential, punitive, incidental, special or other indirect damages
- You may ask us for up to two years of your payment history. We will give you this information, for free, no more than two times in any 12 months.

Duke Energy Retail is an affiliate (a related company) of Duke Energy, an electric utility.

**City of Deer Park, Ohio**

**Electric Governmental Aggregation Certification**

**Exhibit A-5**

**Experience**





Duke Energy Retail Sales, LLC  
139 E. Fourth Street  
Cincinnati, OH 45202

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

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

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

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