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13-0424-EL-GAG

February 13, 2013

VIA FEDERAL EXPRESS

Public Utilities Commission of Ohio
Docketing Division
13th Floor
180 East Broad Street
Columbus, Ohio 43215-3793

RECEIVED-DOCKETING DIV
2013 FEB 14 AM 10:53
PUCO

**Re: Electric Governmental Aggregator Certificate Application
for the City of Sharonville**

Dear Clerk:

Enclosed for filing, please find an original and eleven copies of the Electric Governmental Aggregator Certificate Application for the City of Sharonville.

The City has not selected an alternative supplier for service at this time, therefore Exhibit A-4 is provided in draft form. After a supplier has been selected, the final exhibit will be timely provided to the Commission Staff prior to its mailing to prospective program participants.

Please return one file-stamped copy of the Application to my attention in the addressed, stamped envelope provided. If you have any questions concerning the application, please contact me at the below referenced telephone number or via email at jkist@tugmgt.com.

Thank you for your assistance in this matter.

Sincerely,

Jennifer M. Kist
Director of Operations

Enclosures

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business
Technician _____ Date Processed - **FEB 14 2013**

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The Public Utilities Commission of Ohio

13-0424-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 Sharonville
Address 10900 Reading Road, Sharonville, OH 45241
Telephone Number (513) 563-1144
Web site address (if any) http://sharonville.org

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

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

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

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

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

A-6 Contact person for regulatory or emergency matters:

Name Ted J. Mack
Title Safety Service Director
Business address 10900 Reading Road, Sharonville, OH 45241
Telephone number (513) 563-1144 Fax # (513) 563-0617
E-mail address tmack@cityofsharonville.com

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

Name Ted J. Mack
Title Safety Service Director
Business address 10900 Reading Road, Sharonville, OH 45241
Telephone number (513) 563-1144 Fax # (513) 563-0617
E-mail address tmack@cityofsharonville.com

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

Address 10900 Reading Road, Sharonville, OH 45241
Toll-free telephone # (513) 481-7954 or (513) 563-1144
Fax #
E-mail address tmack@cityofsharonville.com


Signature of Applicant & Title

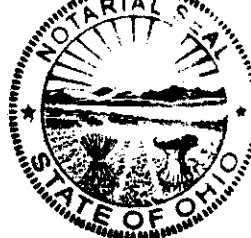
Safety Service Director

Sworn and subscribed before me this 13th day of February, 2013


Signature of official administering oath

Ted J. Mack, Safety Service Director
Print Name and Title

My commission expires on 4-18-2016



Debra A. O'Toole
Notary Public, State of Ohio
My Commission Expires 04-18-2016

AFFIDAVIT

State of Ohio :

City of Sharonville ss.
(Town)

County of Hamilton :

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

He is the Safety Service Director (Office of Affiant) of the City of Sharonville (Name of Applicant);

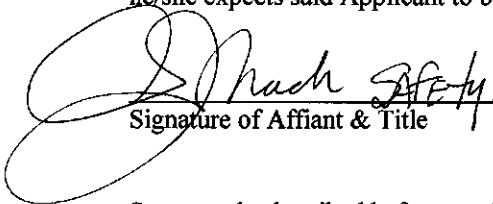
That he is authorized to and does make this affidavit for said Applicant,

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

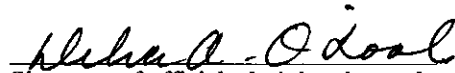
appropriate regional reliability council(s), and (3) the Public Utilities Commission of Ohio. (Only applicable if pertains to the services the Applicant is offering)

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.

 Safety Service Director
Signature of Affiant & Title

Sworn and subscribed before me this 13th day of February, 2013


Signature of official administering oath

Ted J. Mack, Safety Service Director
Print Name and Title



Debra A. O'Toole
Notary Public, State of Ohio
My Commission Expires 04-18-2016

**EXHIBITS TO
CERTIFICATION APPLICATION
OHIO ELECTRIC GOVERNMENTAL AGGREGATORS
CITY OF SHARONVILLE**

EXHIBIT A-2
AUTHORIZING ORDINANCE

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:

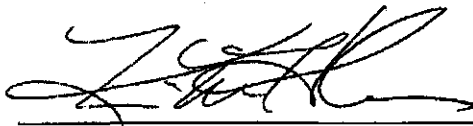
SECTION I: This Council finds and determines that it is in the best interest of the City, its residents, businesses and other electric consumers located within the corporate limits of the City of Sharonville to establish this Aggregation Program in the City. Provided that the Aggregation Program is approved 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.

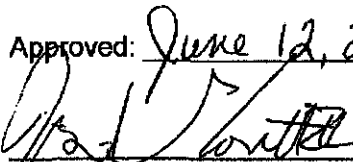
SECTION IV: Council hereby determines that the Sharonville administration shall select an appropriate agent for the City of Sharonville to solicit bids for the best electricity rates if the ballot question is approved by the Sharonville voters. The professional services provided by the agent shall be 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 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 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 H. Duane
Charles H. Burkhardt Chair
Carl Fort
Alvin

Attest Amey Sharkey
Director

BOARD OF ELECTIONS

EXHIBIT A-3
OPERATION AND GOVERNANCE PLAN
Of
CITY OF SHARONVILLE

For Additional Information Contact:

Michael C. Catanzaro
The Utilities Group, Inc.
11260 Chester Road
Suite 540
Cincinnati, Ohio 45246

Telephone: (513) 481-7954
E-mail: Michael@tugmgmt.com

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 (ORC). As a result of the voter's affirmative vote, 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 in Ohio's competitive retail electric market. At that time and following a competitive bidding process, a Supply Contract ("Contract") will be 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 shall offer 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 will be 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 will file an application with the PUCO for certification as a Government Aggregator after the City approves this Plan. 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, ORC, and the Public Utilities Commission of Ohio ("PUCO") rules and regulations, specifically rule 4901:1-21-16(B) of the 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 dated January 2012. 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-

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

compare of Duke 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. 30.13;
Rate DM, Sheet No. 43.14; and,
Rate DS, Sheet No. 40.14.

The current tariffs have an effective date of January, 2012.

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) 686-7826 (800) 686-1750 (TDD/TTY) |
| City of Sharonville | (513) 563-1144 |
| The Utilities Group | (513) 481-7954 |
| Ohio Consumers' Counsel | (877) 742-5622 |
| CRES | (800) to be provided |

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

}
}
} SS.
}

Hamilton County

}

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, deposeth 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.

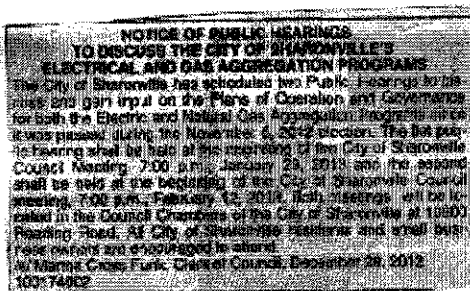
X Tri County Press
X Cincinnati.com

Patricia Lancaster

AFFIANT

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

Jenny M. Ekermann
Notary Public of Ohio



Jenny M. Ekermann
Notary Public, State of Ohio
My Commission Expires 05-16-2017

EXHIBIT A-4

AUTOMATIC AGGREGATION DISCLOSURE NOTIFICATION

AND OPT OUT NOTICE

Draft Automatic Aggregation Notification

(Final Notice to be provided no later than 10 days prior to mailing)

City letterhead and/or logo

[CRES Supplier Name & Address]

Electric Governmental Aggregation Program

[Date]

Dear City of Sharonville Resident:

Welcome to the City of Sharonville Electric Aggregation Program. On November 6, 2012, by a majority vote, City of Sharonville residents authorized the City to form a governmental aggregation program to negotiate a more favorable price and terms for electric supply for city residents and small businesses. **The governmental aggregation program is set up such that you will be automatically enrolled unless you choose to opt out – that is, choose to not participate - as described below.**

City of Sharonville officials have researched offers from various electric suppliers and have selected [CRES SUPPLIER] to be Sharonville's electric supplier. Both the City and [CRES SUPPLIER] are Certified by the Public Utilities Commission of Ohio to provide this service.

According to the agreement with [CRES SUPPLIER], the fixed price of electric will be [XXX/kWh] beginning approximately with your [Month/year] billing cycle, and will be in effect through your [Month/year] billing cycle. More detailed information is included in the attached terms and conditions from [CRES SUPPLIER].

You will be automatically enrolled in the City of Sharonville Electric Aggregation Program unless you choose to opt out. There is no cost for enrollment.

If you wish to be excluded, you must return the enclosed "opt out" postcard within 21 calendar days after the postmark on this notice, or you can call [CRES SUPPLIER], toll free, at 1-800-XXX-XXXX. There is no fee or penalty for opting out during the opt-out period. If you choose to opt out of this program, you will continue supply service with Duke Energy Ohio unless and until you choose another supplier. **Warning: If you are already under contract with a competitive retail electric service provider, you may incur a contract termination fee or other charges if you fail to opt-out of the aggregation.**

Participants who do not opt out will receive a letter from Duke advising you of your impending transfer to [CRES SUPPLIER], and advising you to contact them within seven (7) days if you do not want to be in the program. This will be your second chance to opt out. If you want to remain enrolled in the aggregation program you need not take any action.

If you become a new member in the aggregation group, you will be enrolled in the program through [Month/year]. At that time you will have a chance to opt out of the program with no penalty. By Ohio law, every participant will have the opportunity to leave the program every three years without incurring any penalty.

In Ohio's deregulated electric supply environment, Duke Energy Ohio will continue to maintain the wires and distribution system that delivers electric to your home or business. You will continue to receive a single bill from Duke Energy Ohio for your electric service, but it will include an electric energy charge from [CRES SUPPLIER] in place of the bundled rate you have been paying Duke Energy Ohio. You will still contact Duke Energy Ohio regarding loss of electric service or any other concerns or issues having to do with your local service. Budget billing and automatic billing options will continue to be available through Duke Energy Ohio.

If you have any questions about the City of Sharonville Electric Program, contact [CRES SUPPLIER] at [1-800- XXX-XXXX] or The Utilities Group at 513-481-7954 Monday through Friday, 9:00 AM until 5:00 PM EST. For general information on electric deregulation in Ohio, you can also visit the Web Sites of the Ohio Consumer's Counsel www.pickocc.org or the Public Utilities Commission of Ohio www.PUCO.ohio.gov.

Regards,

City of Sharonville

Remember! Return the "Opt-Out" form or call [CRES Supplier] only if you do **not** want to participate in the City of Sharonville Electric Aggregation Program.

If the home or small business for which you have received this letter is not located within the jurisdictional limits of the City of Sharonville, you have received this letter in error. Please contact [CRES SUPPLIER] AT 1-800-XXX-XXXX to be removed from the aggregation list.

Draft Opt-Out Notice

(Final Notice to be Provided no later than 10 days
prior to mailing of the Aggregation Notice)

OPT-OUT Form City of Sharonville Electric Aggregation Program

By returning this signed postcard, you are expressing your desire *to exclude yourself* from the City of Sharonville Electric Governmental Aggregation program.

() I wish to Opt-out of the Electric Government Aggregation Program.

(Please place an X in the box)

Duke Energy account holder name (please print clearly) _____

Duke Energy account Number: ____-____-____ (10 digit account number as it appears on your natural gas bill)

Service Address _____

City _____

State and Zip # _____

Account Holder's Signature: _____

Mail by MM/DD/YYYY to:
City of Sharonville Electric Governmental Aggregation Program
c/o [CRES SUPPLIER]
[CRES SUPPLIER ADDRESS]

OR call prior to MM/DD/YY at 1-800-XXX-XXXX. Call periods are Monday through Friday, 9:00AM until 5:00 PM.

Reminder, if you wish to participate in the program, do not complete this form, or call this number. You will automatically be enrolled.

TERMS AND CONDITIONS (Draft – Final T&Cs to be provided)

Enrollment: Customer's service with [CRES SUPPLIER] will commence upon the successful completion of the Program's opt out period and enrollment process with Duke Energy Ohio, which is expected to commence within one or two billing cycles following completion of the opt-out period.

Rate: Customer price per kWh will be [TBD] for Customer's meter date beginning MM/DD/YYYY through MM/DD/YYYY.

Regulatory Jurisdiction: The Governmental Aggregation Program as well as competitive retail access pursuant to which [CRES SUPPLIER] shall supply natural gas is subject to ongoing jurisdiction of the Public Utilities Commission of Ohio (PUCO). If the Program is terminated by the PUCO, then both you and [CRES SUPPLIER] have the right to terminate this Agreement without penalty to either party.

Billing: [CRES SUPPLIER] will place its charges for the natural gas delivered on Customer's Duke Energy Ohio bill. [CRES SUPPLIER]'s commodity charge will be separately identified among those charges Customer regularly receives from Duke Energy Ohio. Customer agrees to pay [CRES SUPPLIER] commodity charges in accordance with the payment procedures implemented by Duke Energy Ohio.

Customer Service: Should Customer have any questions or comments concerning [CRES SUPPLIER]'s services, Customer can call [CRES SUPPLIER] toll free at 1-800-XXX-XXX during the hours of X:XX am to X:XX pm EST, Monday through Friday or contact [CRES SUPPLIER] by mail at [CRES ADDRESS]. Should a dispute arise between Customer and [CRES SUPPLIER] that cannot be resolved by the [CRES SUPPLIER]'s Customer Service Representative, then that dispute will be referred to a [CRES SUPPLIER] Customer Service Manager for consideration. A determination regarding the dispute will be communicated to Customer either by telephone, regular mail or electronically. If Customer's questions are not resolved after Customer has called [CRES SUPPLIER], Customer may call the Public Utilities Commission of Ohio (PUCO) toll free at 1-800-686-7826 or 1-614-466-3292 or for TDD/TYY toll free at 1-800-686-1570 or 614-466-8180 from 8:00 am to 5:00 pm weekdays, or visit the PUCO website at www.puco.ohio.gov or as otherwise specified by the PUCO. Residential customers may call the Ohio Consumers' Counsel ("OCC") toll free at 1-877-742-5622 from 8:30 am to 5:30 pm weekdays, or visit the OCC website at www.pickocc.org for general information regarding Customer Choice programs.

Rescission and Cancellation of Contract: Duke Energy Ohio will send Customer a letter confirming Customer's enrollment with [CRES SUPPLIER]. Customer has seven (7) business days from the post mark date of that letter ("rescission period") to change his/her mind and to rescind Customer's enrollment by notifying Duke Energy Ohio at 1-800-XXX-XXXX. If after the rescission period, this Agreement is terminated prematurely for any reason attributable to Customer's action or inaction, Customer may incur an early termination fee, subject to any limitations set forth in the Contract Termination clause below. If the Customer voluntarily returns to Duke Energy Ohio after having selected [CRES SUPPLIER] as Customer's marketer, Customer may be charged a price other than the Duke Energy Ohio's gas cost recovery (GCR) rate. Also, should Customer decide to switch from one marketer to another, Duke Energy Ohio may impose a switching fee if provided for by the Duke Energy Ohio tariff. Further, should [CRES SUPPLIER] intend to terminate this Agreement and to discontinue service to you at the expiration of the Term, [CRES SUPPLIER] shall, to the maximum extent possible, provide you thirty (30) days notice.

Contract Termination: This Agreement shall terminate automatically without penalty if: a) the requested service location is not served by Duke Energy Ohio; b) Customer relocates; or c) [CRES SUPPLIER] returns Customer to utility service if such termination is permitted by this Agreement. Customer has the right to terminate this Agreement without penalty if: a) Customer relocates; or b) for the same reasons that [CRES SUPPLIER] has a right to terminate this Agreement without penalty, if any, other than for non-payment.

Payment Information: Customer has the right to request, without charge, up to twenty-four months of payment history for services performed by [CRES SUPPLIER].

Non-disclosure of Information: [CRES Supplier] will not release Customer's account number or Customer's social security number (if Customer provided it) without Customer's affirmative written consent.

Assignment: This contract is assignable by [CRES Supplier] without Customer's consent subject only to any regulatory approvals.

Eligibility: This Agreement is for residential and small commercial customers who satisfy PUCO and Duke Energy Ohio tariff eligibility criteria. Also, [CRES SUPPLIER] reserves the right at any time to terminate service to Customer locations that consume more than 5000 Ccf per year and return Customer to Duke Energy Ohio with no penalty to either party. Further, participation in the program is subject, in part, to the rules implemented by Duke Energy Ohio and, as a result, customers are sometimes terminated from the competitive retail access program.

Limitation of Liability: [CRES SUPPLIER] assumes no liability or responsibility for losses or consequential damages arising from items associated with Duke Energy Ohio including, but not limited to: operations and maintenance of its system; any interruption of service; termination of service; or deterioration of service, nor does [CRES SUPPLIER] assume responsibility or liability for damages arising from any in-home or building damages and in addition shall not be responsible for any indirect, consequential, special or punitive damages whether arising under contract, tort (including negligence or strict liability) or any other legal theory.

EXHIBIT A-5
EXPERIENCE

EXPERIENCE

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 6,600 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 two years the City has been involved with the negotiating, contracting and managing its own energy supply. Additionally, Sharonville has two 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(2)
- A Certified Aggregator and Natural Gas Broker in the State of Ohio #12-264(1)

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

- Draft 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 CRES 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.

EXHIBIT A-6
REGULATORY OR EMERGENCY MATTERS

Contact Person for Regulatory or Emergency Matters.

In addition to Mr. Mack at the City's office, the City of Sharonville has retained the service of The Utilities Group, Inc. to assist in regulatory matters. The contact information is as follows:

Michael C. Catanzaro
The Utilities Group, Inc.
11260 Chester Rd., Ste. 540
Cincinnati, OH 45246

Telephone: 513-481-7954 x101
Fax: 513-481-8964

Email: Michael@tugmgt.com

EXHIBIT A-7
COMMISSION STAFF CONTACT FOR CUSTOMER COMPLAINTS

Contact Person for Commission Staff in Investigating Customer Complaints.

In addition to Mr. Mack at the City's office, the City of Sharonville has retained the service of The Utilities Group, Inc. to assist in regulatory matters. The contact information is as follows:

Michael C. Catanzaro
The Utilities Group, Inc.
11260 Chester Rd., Ste. 540
Cincinnati, OH 45246

Telephone: 513-481-7954 x101
Fax: 513-481-8964

Email: Michael@tugmgt.com