



Duke Energy Retail  
139 E. 4th St.  
Cincinnati, OH 45202

April 1, 2015

Docketing Division  
Public Utilities Commission of Ohio  
180 East Broad Street, 11th Floor  
Columbus, OH 43215

Subject: PUCO Case No. 05-52-EL-GAG, Renewal Application for Governmental Aggregators

Duke Energy Retail Sales, LLC, is providing aggregation services to Green Township and is filing this information on the township's behalf. Included is an application to renew the township certification as a Governmental Aggregator. Its current certificate, Certificate No. 05-129E (5), was last issued May 4, 2013.

The form for a Certification Application for Governmental Aggregators was inadvertently used, rather than the appropriate renewal form. Duke Energy Retail Sales, LLC, respectfully requests that the PUCO accept this filing as an application for renewal.

It should also be noted that the Renewal Application includes a revised Operation and Governance Plan, as the Plan that was previously in existence referred to matters that are no longer applicable, such as specific rates, a specific CRES provider, and the use of a specific consultant. Green Township has changed CRES providers since the original approval of the Plan. DER and Green Township maintain that, in substance, there are no material changes in the operation of the aggregation plan. Furthermore, DER is not charging any termination fee, allowing customers to shop at will. Thus, this change in the Plan does not prejudice any party.

Should there be any questions and/or if you need additional information, please contact me.

Sincerely,

  
Jeanne W. Kingery  
Associate General Counsel

05-52-EL-GAG



PUCO USE ONLY		
Date Received	Case Number	Version
	- EL-GAG	December 2014

**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**

Note: If filing as a township or village, please include the name of the County where the township or village is located in the applicant name. For example, Miami Township, Hamilton County

Name Green Township, Hamilton County Green Township \_\_\_\_\_  
 Address 6303 Harrison Avenue 6303 Harrison Avenue  
 Telephone Number (513) 574-4848 Cincinnati, OH 45247-7818  
 Web site address (if any) www.greentwp.org  
 County Hamilton

**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 Manager of Retail Operations  
Business address 139 East Fourth Street, EX320, Cincinnati, OH 45202  
Telephone number (513) 287-2127 Fax (513) 629-9430  
E-mail address william.fleissner@duke-energy.com

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

Name William Fleissner  
Title Manager of Retail Operations  
Business address 139 East Fourth Street, EX320, Cincinnati, OH 45202  
Telephone number (513) 287-2127 Fax (513) 629-9430  
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 # (877) 331-3045

Kevin Colvard, GREEN TWP. ADMINISTRATOR  
Signature of Applicant & Title

Sworn and subscribed before me this 24<sup>th</sup> day of March 2015  
Month Year

Lisa A. Wereley  
Signature of official administering oath

Print Name and Title

LISA A. WERELEY  
Notary Public, State of Ohio  
My Commission Expires 10-24-2016

My commission expires on 10-24-16

# AFFIDAVIT

State of OHIO:

GREEN  
ss.  
(Township)

County of HAMILTON

KEVIN CECAREK

Affiant, being duly sworn/affirmed according to law, deposes and says that:  
He/she is the ADMINISTRATOR (Office of Affiant) of GREEN TOWNSHIP (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.

[Signature], GREEN TWP. ADMINISTRATOR  
Signature of Affiant & Title

Sworn and subscribed before me this 24<sup>th</sup> day of March, 2016  
Month Year

[Signature]  
Signature of official administering oath

LISA A. WERELEY  
Notary Public, State of Ohio  
My Commission Expires 10-24-2018  
\_\_\_\_\_  
Print Name and Title

My commission expires on 10-24-16

**Green Township, Hamilton County, Ohio**  
**Electric Governmental Aggregation Certification**  
**Exhibit A-2**  
**Authorization Ordinance**



**BOARD OF ELECTIONS  
CINCINNATI, OHIO**

Administration Offices: 6303 Harrison Avenue • Cincinnati, Ohio 45247-7818

(513) 574-4848 • Fax: (513) 574-6290 • Email: admin@greentwp.org • Website: www.greentwp.org

**RESOLUTION #04-0809-H**

**A RESOLUTION AUTHORIZING ALL ACTIONS NECESSARY  
TO EFFECT A GOVERNMENTAL ELECTRICITY AGGREGATION  
PROGRAM WITH OPT-OUT PROVISIONS PURSUANT TO SECTION  
4928.20, OHIO REVISED CODE, AND DIRECTING THE HAMILTON COUNTY  
BOARD OF ELECTION TO SUBMIT A BALLOT QUESTION TO THE ELECTORS**

**WHEREAS**, the Board of Trustees of Green Township, Hamilton County, Ohio met in regular session on the 9th day of August, 2004 at the office of the Board with the following members present:

Stephen Grote  
Charles Mitchell  
Anthony Upton

**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 in the respective jurisdictions and to enter into service agreements to facilitate for those loads the purchase and sale of electricity; 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 customers collectively to participate in the potential benefits of electricity deregulation through lower electric rates which they would not otherwise be able to have individually; and

**WHEREAS**, this Board 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 Green Township and in conjunction with any other municipal corporation, townships, county or other political subdivisions of the State of Ohio, as permitted by law; and

WHEREAS, the Board desires to proceed with the submission of the question to the electors of Green Township.

THEREFORE BE IT RESOLVED, by the Trustees of Green Township, Hamilton County, Ohio, as follows:

SECTION 1.

This Board finds and determines that it is in the best interest of Green Township, its residents, businesses and other electric consumers located within the limits of Green Township to establish the Aggregation Program in Green Township. Provided that this Resolution and the Aggregation Program is approved by the electors of Green Township pursuant to Section 2 of this Resolution, Green Township is hereby authorized to aggregate in accordance with Section 4928.20, Ohio Revised Code, the retail electrical loads located within Green Township, and, for that purpose, to enter into service agreements to facilitate for those loads the sale and purchase of electricity. Green Township 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 3 of this Resolution.

SECTION 2.

The Board of Elections of Hamilton County is hereby directed to submit the following question to the electors of Green Township at the general election on November 2, 2004. The Aggregation Program shall not take effect unless approved by a majority of the electors voting upon this Resolution and the Aggregation Program provided for herein at the election held pursuant to this Section 2 and Section 4928.20 of the Ohio Revised Code.

That the form of the ballot to be used at said election shall be substantially as follows:

**PROPOSED AGGREGATION PROGRAM  
GREEN TOWNSHIP**

A majority affirmative vote is  
necessary for passage

Shall Green Township have the authority to aggregate the retail electric loads located in the Township, 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?

	FOR THE RESOLUTION	
	AGAINST THE RESOLUTION	

**SECTION 3.**

Upon the approval of a majority of the electors voting at the special election provided for in Section 2 of this Resolution, this Board individually or jointly with any other political subdivision, shall develop a plan of operation and governance for the Aggregation Program. Before adopting such plan, this Board shall hold at least two public hearings on the plan. Before the first hearing, notice of the hearings shall be published once a week for two consecutive weeks in a newspaper of general circulation in the Township. The notice shall summarize the plan and state the date, time, and location of each hearing. No plan adopted by this Board shall aggregate the electrical load of any electric load center within the Township unless it in advance clearly discloses to the person owning, occupying, controlling, or using the load center that the person will be enrolled automatically in the Aggregation Program and will remain so enrolled unless the person affirmatively elects by a stated procedure not to be so enrolled. The disclosure shall state prominently the rates, charges, and other terms and conditions of enrollment. The stated procedure shall allow any person enrolled in the Aggregation Program the opportunity to opt out of the program every two years, without paying a switching fee. Any such person that opts out of the Aggregation Program pursuant to the stated procedure shall default to the standard service offer provided under division (a) of Section 4928.14 or division (d) of Section 4928.35, Ohio Revised Code until the person chooses an alternative supplier.

**SECTION 4.**

That the Clerk of this Board of Township Trustees be and hereby is directed to certify a copy of this Resolution and the certification from the County Auditor to the Board of Elections not later than 4:00 P.M. of the seventy-fifth (75th) day before the date of said election and to notify said Board of Elections to cause notice of the election on the question of authorizing all actions necessary to effect a governmental electricity aggregation program with opt-out provisions pursuant to Section 4928.20, Ohio Revised Code, for the benefit of Green Township, to be given as required by law.

**SECTION 5.**

It is hereby determined that all formal actions of the Board of Trustees relating to the adoption of this Resolution were taken in an open meeting of the Board of Township Trustees and that all deliberations of such Board of Trustees were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.


**INTRODUCTION AND VOTE RECORD:** Trustee Mitchell introduced the foregoing Resolution and moved its adoption. Trustee Upton seconded the Motion. The roll being called upon the question of adoption of the Resolution by the Township Clerk, the vote resulted as follows:

Mr. Grote No            Mr. Mitchell Yes            Mr. Upton Yes

Adopted at the meeting of the Board of Trustees this 9<sup>th</sup> day of August, 2004.

**AUTHENTICATION**

This is to certify that this resolution was duly adopted by the Board of Trustees, and filed with the Green Township Clerk, this 9th day of August, 2004.

  
\_\_\_\_\_  
Thomas J. Straus  
Green Township Clerk

CERTIFICATE AS TO COPY, ORIGINAL ON FILE

STATE OF OHIO            )  
                              )    SS:  
COUNTY OF HAMILTON    )

I, Thomas J. Straus, Clerk of the Board of Township Trustees of Green Township, in said county and in whose custody the Files and Records of said Board are required by the Laws of the State of Ohio to be kept, do hereby certify that the foregoing is taken and copied from the original Resolution now on file with said Board, that the foregoing has been compared by me with said original and copied from the original document and the same is a true and correct copy thereof.

Thomas J. Straus  
Thomas J. Straus  
Green Township Clerk

8/12/64  
Date

**Green Township, Hamilton County, Ohio**  
**Electric Governmental Aggregation Certification**  
**Exhibit A-3**  
**Operation and Governance Plan**

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**PLAN OF OPERATION AND GOVERNANCE  
Green Township (Hamilton Co) Electric Governmental Aggregation**

**Introduction.** On November 2<sup>nd</sup> 2004 a majority of the voters in the Green Township, Ohio, in the County of Hamilton, approved a referendum that authorized Green Township ("Township") to pursue Governmental Aggregation. After the Township held two public hearings on the matter, the Township approved this Plan of Operation and Governance as prescribed by Section 4928.20 of the Ohio Revised Code. The Township 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 Township 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 Township, 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 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 (I) 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 use its best efforts to provide the Governmental Aggregator with an account list of eligible customers, including the names, account numbers, and service and mailing addresses 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); customers that have past due amounts owing to the Utility; and mercantile customers. In addition, the Township 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 Township and that an area within the Township boundaries has not been inadvertently filtered 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 Duke Energy Ohio, 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 it 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. If the Township determines the Aggregation participants should not purchase stand-by service from the Utility, that fact would be prominently disclosed in the Opt-out Notice with a description of how it would impact the Aggregation participants.

As required by 4901:1-21-17 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. In order to maintain flexibility for Aggregation participants to return to Utility service on a full requirements basis without paying additional charges to the Utility or being subject to market-based rates Aggregation participants will be billed by the Utility for stand-by service within the meaning of division (B)(2)(d) of section 4928.143 of the Revised Code.

**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 is 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.

<b>Nature of Complaint</b>	<b>Contact</b>	<b>Phone Number</b>
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 Township within three (3) business days following Provider's receipt of the complaint. Or 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. 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 (phone) or in writing (e-mail, written correspondence), no later 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 (ITY- 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 Township.** An aggregation participant who moves from one location to another within the Township 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 Township 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 Township 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 Township, the participant must contact the Provider to be re-enrolled within 60 days of being dropped.

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

**Enrolling after the Opt-out Period.** Residential and small business accounts located within the Township'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 Township 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.)



**Green Township, Hamilton County, Ohio**  
**Electric Governmental Aggregation Certification**

**Exhibit A-4**

**Automatic Aggregation Disclosure**



<insert customer name>>

<insert customer address>>

Dear Green Township Residents and Businesses,

Welcome to Green Township's Electric Aggregation Program. In November 2004, Green Township voters authorized the Township Trustees to form a governmental aggregation program to negotiate a favorable price and terms for electricity supply for Township residences and businesses. Green Township Trustees have decided to enter into an electric aggregation agreement with Duke Energy Retail, a competitive retail electric service provider and affiliate of Duke Energy Ohio.

#### Fixed Price Electricity Plan

- Fixed Electricity Price of 5.83¢/kWh through your May 2017 meter reading.
- Provides security against electricity price fluctuations.
- One energy bill from Duke Energy, your local utility.
- Electricity price will never change for the term of this offer.
- 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 Green Township Electric Aggregation Program. Both Green Township 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 during this initial enrollment period and you will not be served by Duke Energy Retail. If you become part of the aggregation, you may cancel the agreement at any time at no charge.

To opt out of the program, either:

- Fill out the reply card below and return it to us by MMM DD YYYY, or
- Call us toll-free at 855-909-6382

If you have any questions, contact Duke Energy Retail at [DukeEnergyRetail@duke-energy.com](mailto:DukeEnergyRetail@duke-energy.com) or call 855-909-6382.

Regards,

Green Township Trustees:  
David Linnenberg  
Tony Rosiello  
Triffon Callos

Matthew Walz  
Vice President, Duke Energy Retail

**Community: Green Township, Clermont County**

**0 Opt out of the Green Township Government Electric Aggregation Program. By checking this box, I understand that my account will not be included in the aggregation program.**

**This opt out must be post marked by MMM DD, YYYY**

**If opting out, mail to: Duke Energy Retail, 11 East Superior St, Suite 430 - Duluth, MN - 55802**

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

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

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

**Service Address** \_\_\_\_\_

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

## **Your Electric Service Terms and Conditions (the "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 5.83¢/kWh through your May 2017 meter read date. 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. 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 and Non-Residential customers:**

- If you want to cancel or switch to another supplier, no early 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?**

- If the Community and an electric supplier agree on a new aggregation program, you will be sent another opt-out notification and you'll have the chance at that time to decide if you want to be a part of the new aggregation.
- If the Community has not entered into a new aggregation agreement with a supplier at the conclusion of this aggregation term as stated above, you will be sent back to Duke Energy, "the utility" who will supply your electric.

### **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 1-800-688-7828 (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.

**Green Township, Hamilton County, 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 Green Township, Hamilton County, 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 call center to support DER's customer programs. DER will use Duke Energy Ohio, the local electric distribution utility, for billing services.

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