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PUCO

February 14, 2017

VIA FEDERAL EXPRESS

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

Re: **Case No. 13-0424-EL-GAG**
Renewal Application for Governmental Aggregator

Dear Clerk:

Enclosed for filing please find an original and three conformed copies, including all exhibits, affidavits and attachments, of the Application of the City of Sharonville seeking the renewal of its certificate as a Governmental Aggregator for Electric Service pursuant to Rule 4901:1-1-24 of the Ohio Administrative Code.

Any questions concerning this matter should be directed to our office. Thank you in advance for your attention to this matter.

Sincerely,

Jennifer M. Kist

Enclosures

cc: James M. Lukas, City of Sharonville (via email)

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 je Date Processed FEB 15 2017



Public Utilities Commission

Original GAG Case Number	Version
13 - 424 -EL-GAG	August 2004

RENEWAL APPLICATION FOR ELECTRIC GOVERNMENTAL AGGREGATORS

Please print or type all required information. Identify all attachments with an exhibit label and title (Example: Exhibit A-4 Opt-Out Form). 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. RENEWAL INFORMATION

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

Legal Name City of Sharonville
Address 10900 Reading Road, Sharonville, OH 45241
PUCO Certificate # and Date Certified Certificate # 13-661E(2); 03/17/15
Telephone # (513) 563-1144 Web site address (if any) www.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 current 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

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A-4 **Exhibit A-4 Automatic Aggregation Disclosure-“Opt-out Form”** provide a copy of the disclosures/“opt-out” 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. If the opt-out is in draft form, docket the final opt-out (including beginning and ending dates of the 21-day -out period and the selected CRES supplier) with the Commission within 10 days prior to providing or offering service. See #12 in the attached Affidavit .

A-5 **Contact person for regulatory or emergency matters**

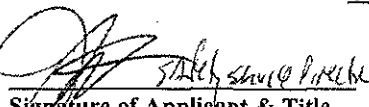
Name James M. Lukas
Title Safety Service Director
Business address 10900 Reading Road, Sharonville, OH 45241
Telephone # (513) 563-1144 Fax # (513) 563-0617
E-mail address j Lukas@cityofsharonville.com

A-6 **Contact person for Commission Staff use in investigating customer complaints**

Name James M. Lukas
Title Safety Service Director
Business address 10900 Reading Road, Sharonville, OH 45241
Telephone # (513) 563-1144 Fax # (513) 563-0617
E-mail address j Lukas@cityofsharonville.com

A-7 **Applicant’s address and toll-free number for customer service and complaints**

Customer Service address 10900 Reading Road
Toll-free Telephone # (513) 563-1144 Fax # (513) 563-0617
E-mail address j Lukas @cityofsharonville.com


Signature of Applicant & Title

Sworn and subscribed before me this 14th day of February, 2017
Month Year


Signature of official administering oath

DEBRA A OTOOLE, NOTARY
Print Name and Title

My commission expires on 4-18-2021



DEBRA A. O'TOOLE
Notary Public, State of Ohio
My Commission Expires
April 18, 2021

AFFIDAVIT

State of Ohio :

Sharonville
(Town)

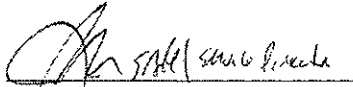
County of Hamilton

James M. Lukas, Affiant, being duly sworn/affirmed according to law, deposes and says that:
He/She is the Safety Service Director (Title of Affiant) of City of Sharonville (Name of Applicant);
That he/she is authorized to and does make this affidavit for said Applicant,

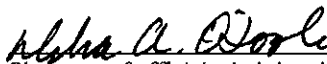
1. The Applicant herein, attests under penalty of false statement that all statements made in the application for certification renewal are true and complete and that it will amend its application while the application is pending if any substantial changes occur regarding the information provided in 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 renewal 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 if the opt-out is in draft form, the Applicant will docket the final opt-out (including beginning and ending dates of the 21-day -out period and the selected CRES supplier) with the Commission within 10 days prior to providing or offering service.

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 of Affiant & Title

Sworn and subscribed before me this 14th day of February, 2017
Month Year


Signature of official administering oath

DEBRA A. OTOOLE, Notary
Print Name and Title

My commission expires on 4-18-2021



DEBRA A. OTOOLE
Notary Public, State of Ohio
My Commission Expires
April 18, 2021

**EXHIBITS TO
RENEWAL APPLICATION
OHIO ELECTRIC GOVERNMENTAL AGGREGATOR
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:**

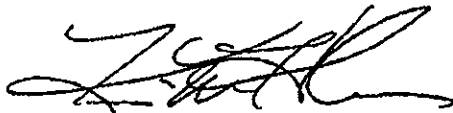
SECTION I: This Council finds and determines that it is in the best interest of the City, its residents, businesses and other electric consumers located within the corporate limits of the City of Sharonville to establish this Aggregation Program in the City. Provided that the Aggregation Program is approved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

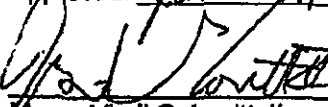
SECTION IV: Council hereby determines that the Sharonville administration shall select an appropriate agent for the City of Sharonville to solicit bids for the best electricity rates if the ballot question is approved by the Sharonville voters. The professional services provided by the agent shall be 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. Furr
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 herebycertifies 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 electric 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 electricity, such aggregation to occur automatically except where any person elects to opt out?

Votes Yes
(For, yes, etc. - as on ballot)

2,907

(Number)

Votes No
(No, against, etc. - as on ballot)

2,138

(Number)

Total vote cast on issue:

5,045

(Number)

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

Thomas M. Durkin
Chair
Charles H. Gunkhardt III
Chair
Carl Fort
Alvin R. ...

Attest: Amey Lanza
Director

BOARD OF ELECTIONS

Hamilton County, Ohio

EXHIBIT A-3
OPERATION AND GOVERNANCE PLAN

For Additional Information Contact:

Jennifer Kist
The Utilities Group, Inc.
11260 Chester Rd.
Suite 540
Cincinnati, OH 45246

Phone: (513) 481-7954
Email: jkist@tugmgt.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, and once certified as a Governmental Aggregator, the City was authorized to combine multiple retail electric customer loads within its geographic boundaries (the "Aggregation") for the purpose of facilitating the purchase of electric supply in Ohio's competitive retail electric market. At that time and following a competitive bidding process, a Supply Contract ("Contract") was executed between the City and a Certified Retail Electric Supplier ("CRES") for the purpose of implementing an aggregation program ("Aggregation Program" or "Program"). The City offers an "opt-out" electric aggregation Program to all eligible customers¹, i.e., all residential and non-mercantile commercial customers within the City.

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

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

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

The Plan. This Plan of Operation and Governance (the "Plan") has been developed and adopted in accordance with §4928.20, 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, current version in effect. Customers enrolled in the Program shall receive relief from certain other Riders and the rates associated with basic generation (PTC-BG) contained in Duke's tariff. The City has retained The Utilities Group to assist in the negotiation and identification of potential savings for customers. The electric supply charges for the Aggregation will be included in the Contract that will be negotiated by the Governmental Aggregator. Savings shall be determined by comparing the prevailing price-to-compare of Duke

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

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

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

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

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

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

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

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

Rate RS, Sheet No. 30.15;
Rate DM, Sheet No. 43.16; and
Rate DS, Sheet No. 40.16

The current tariffs have an effective date of February 1, 2017; June 1, 2015 and June 1, 2015, respectively.

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

their concern in a satisfactory manner, then that matter should be directed to the Commission or to the Ohio Consumers' Counsel.

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

Duke Energy Ohio	(800) 544-6900
Public Utilities Commission of Ohio	(800) 686-PUCO (7826) (800) 686-1750 (TDD/TTY)
City of Sharonville	(513) 563-1144
The Utilities Group	(513) 481-7954
Ohio Consumers' Counsel	(877) 742-5622
CRES (Currently Dynegy Energy)	(844) 672-9102

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

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Personally appeared: Patricia Lancaster, of the Community Press and Recorder Newspapers, published weekly in said County and State, and of general circulation in said county, who being duly sworn, 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

Janry M. Ebermann
Notary Public of Ohio

**NOTICE OF PUBLIC HEARINGS
TO DISCUSS THE CITY OF SHARONVILLE'S
ELECTRICAL AND GAS AGGREGATION PROGRAMS**
The City of Sharonville has scheduled two Public Hearings to discuss and gain input on the City of Cincinnati and Cincinnati Gas and Electric's Electrical and Natural Gas Aggregation Programs since it was passed during the November 6, 2012 election. The first public hearing shall be held at the beginning of the City of Sharonville Council Meeting 7:00 p.m., January 29, 2013 and the second shall be held at the beginning of the City of Sharonville Council meeting 7:00 p.m., February 12, 2013. Both meetings will be located in the Council Chambers of the City of Sharonville at 18500 Reading Road. All City of Sharonville residents and other interested persons are encouraged to attend.
Patricia Lancaster, Clerk of Council, December 28, 2012
103-74362



Janry M. Ebermann
Notary Public, State of Ohio
My Commission Expires 05-18-2017

EXHIBIT A-4
AUTOMATIC AGGREGATION DISCLOSURE – “OPT-OUT” FORM



City of Sharonville
Electric Aggregation Program

Date

<insert customer name>>

<insert customer address>>

Dear Sharonville Residents and Businesses,

Welcome to the City of Sharonville's continuing Electric Aggregation Program. In November, 2012, Sharonville voters authorized the Sharonville City Council to form a governmental aggregation program to negotiate a favorable price and terms for electricity supply for City residences and businesses. Sharonville Officials have selected Dynergy Energy Services, a competitive retail electric service provider, as the program supplier for the next two and a half years. As an eligible resident or small business, you will be automatically enrolled in the program unless you opt-out by May 25, 2015.

Fixed Price Electricity Plan

- Fixed Electricity Price of 5.77¢/kWh through your December 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.

You do not need to do anything to participate. You will be automatically enrolled in the Sharonville Aggregation Program. Your service under this program is estimated to begin at your July 2015 billing. This is an estimate only and will depend upon your meter read cycle and when your local utility accepts your enrollment. Both Sharonville and Dynergy Energy Services 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 (not participate), you may do so at no charge during this initial enrollment period and you will not be served by Dynergy Energy Services. If you become part of the aggregation, you may cancel the agreement at any time at no charge by providing notice to Dynergy Energy Services.

How to opt-out if you do not wish to participate, either:

- Fill out the reply card below and return it to us by May 25, 2015 or
- Call us toll-free at 1-844-672-9102.

What you need to know

1. If you do nothing, you will be automatically enrolled in the City of Sharonville program.
2. You will receive letters confirming your enrollment from Duke Energy OH and Dynergy Energy Services.
3. Duke Energy will continue to send your monthly bill, maintain the electric lines and respond to emergencies and outages.
4. No one from Dynergy will come to your door to ask you to switch to a new supplier. Anyone who does is not with the City of Sharonville program.

If you have questions, contact Dynegy Energy Services at DynegyEnergyServicesOhio@dynegy.com or call 1-844-672-9102.

Regards,



Rich Surace
Director, Retail Business Operations

Community: Sharonville

♦ Opt out of the Sharonville 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 May 25, 2015.

If opting out mail to: Dynegy Energy Services, 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** _____

Dynegy Energy Services (East), LLC
Residential and Small Commercial Electric Supply Agreement Terms and Conditions

1. Purchase of Electricity – Dynegy Energy Services (East), LLC (DES) agrees to sell, and you (Customer) agree to buy, all retail electricity at the price and on the terms and conditions specified in this Agreement. Customer's electric utility remains responsible for the delivery of electricity to the Customer.

2. Residential or Small Commercial Service – Customer acknowledges this Agreement is for electricity for residential or small commercial use only.

3. Price and Initial Term – The price for electricity (Price) will be \$0.0577 per kWh through your December 2017 meter read date (Initial Term). Electricity service under this Agreement will begin with the next available meter read date after DES and Customer's electric utility process Customer's enrollment. In addition to delivering electricity, Customer's electric utility will continue to read Customer's meter, bill the Customer and respond to any outages. If Customer switches back to Customer's electric utility for any reason, Customer may or may not be served under the same rates, terms, and conditions that apply to other customers served by the electric utility. The electric utility may charge switching fees to the Customer. The Price does not include any applicable taxes or fees or charges from the Customer's electric utility. If DES wishes to lower the Price due to a change in market conditions, DES may do so without Customer's consent provided there are no other changes to the terms and conditions of this Agreement.

4. Length of Contract - As a part of your community's program, your service from DES will commence with your next available meter reading after processing of enrollment by your EDU, and will continue for the term as specified in the opt-out notification, ending on your meter read for the last month of service.

5. Billing and Payment – The charges for electricity provided by DES will appear on Customer's monthly bill from Customer's electric utility, and is due and payable to Customer's electric utility on the same day the electric utility's bill is due. Customer will incur additional service and delivery charges from the Customer's electric utility. Customer should continue to follow any bill payment procedures between Customer and Customer's electric utility. Customer agrees to accept the measurements as determined by Customer's electric utility for purposes of accounting for the amount of electricity provided by DES under this Agreement. Though DES does not offer budget billing for the electricity provided, the customer may contact the Customer's electric utility to enroll in the utility budget billing program, if applicable.. Customer has the right to request from DES, twice within a twelve-month period without charge, up to twenty-four months of the Customer's payment history. The failure to pay electric utility charges may result in Customer being disconnected from service in accordance with the Customer's electric utility tariff.

6. Customer Cancellation or Termination of the Agreement – Customer's electric utility will send Customer a notice confirming the switch to DES for electricity. **CUSTOMER MAY CANCEL THIS AGREEMENT WITHOUT PENALTY WITHIN SEVEN (7) CALENDAR DAYS OF THE POSTMARK ON THE ELECTRIC UTILITY'S CONFIRMATION NOTICE OF THE SWITCH TO DES BY CONTACTING CUSTOMER'S ELECTRIC UTILITY BY TELEPHONE OR IN WRITING IN ACCORDANCE WITH THE CANCELLATION INSTRUCTIONS ON THAT NOTICE.** After the seven-day cancellation period, Customer must contact DES to terminate this Agreement. If Customer terminates this Agreement after the seven-day cancellation period and before the end of the Initial Term, Customer will be charged no early termination fee. There is no fee for early termination during any Renewal Term. Customer may terminate this Agreement without penalty if Customer moves outside of DES's service area or into an area where DES charges a different price for electricity.

7. DES Termination of the Agreement – DES may terminate this Agreement by giving Customer written notice of at least 14 calendar days if the Customer fails to make any payments under this agreement or fails to meet any agreed-upon payment arrangements. DES may also terminate this Agreement by giving Customer written notice if any Force Majeure Event (See Section 13 of this agreement), as defined below, physically prevents or legally prohibits DES from performing under the terms of this Agreement. Upon termination of this Agreement, Customer will return to Customer's electric utility for electricity unless Customer has selected another CRES provider. The effective date of any termination by Customer or DES will be the next regularly scheduled meter read date after expiration of any required notice period. Upon termination by any party for any reason, Customer will remain responsible for all charges for electricity through the date of termination.

8. Environmental Disclosure – This Agreement incorporates the information provided to Customer or made available to Customer at DES's website (DynegyOhio.com) regarding the approximate generation resource mix and environmental characteristics of electricity supply.

Ohio Mass Market – Residential and Small Commercial – v2015.1

Dynegy Energy Services (East), LLC
Residential and Small Commercial Electric Supply Agreement Terms and Conditions

9. Assignment – DES may assign, subcontract or delegate all or any part of DES's rights and/or obligations under this Agreement without consent from Customer. Customer shall not assign its rights and/or obligations under this Agreement without the prior written consent of DES.

10. Customer Information – Customer authorizes DES to obtain any information from Customer's electric utility necessary for DES to perform this Agreement, including Customer's account name, account number, billing address, service address, telephone number, standard offer service type, meter readings, when charges hereunder are included on the electric utility's bill, and Customer's billing and payment information from Customer's electric utility. DES is prohibited from disclosing Customer's social security number and/or account number(s) without Customer's consent except for DES's own collections and credit reporting, participation in programs funded by the universal service fund pursuant to section 4928.52 of the Revised Code, or assigning a customer contract to another CRES provider.

11. Dispute Resolution – If Customer has a billing or other dispute involving this Agreement, Customer may contact DES at the telephone number, e-mail address or mailing address listed below. 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 7-1-1 (Ohio relay service). The Ohio consumers' counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.pickocc.org>.

12. Limitation of Liability – Customer agrees that neither DES nor any of its employees, affiliates, agents, or subcontractors (collectively, DES Parties) will be liable for any damages or claims for matters within the control of Customer's electric utility or the regional transmission organization controlled electricity grid. The DES Parties will not be responsible for any failure to commence or terminate power and energy service on the date specified herein due to any failure or delay in enrolling Customer with Customer's electric utility. The DES Parties' liability will be limited to direct actual damages only. In no event will the DES Parties be liable for any punitive, incidental, consequential, exemplary, indirect, attorney's fees, third-party claims or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from any breach or nonperformance of this Agreement.

13. Force Majeure – DES shall not be responsible or liable for any interruptions in electric service, for any other failure of DES to perform under this Agreement, or for any damages resulting, in whole or in part, from any cause or event out of DES's reasonable control, including, but not limited to, acts of God; acts of any governmental authority; accidents; strikes; labor disputes; required maintenance work; inability to access the electric utility's system; change in any governing law or regulation; or non-performance by Customer's electric utility (Force Majeure Event(s)).

Contact Information

In the event of an emergency involving Customer's electric service (for example, an outage or downed power lines) Customer should call the emergency line for Customer's electric utility. In all other situations, Customer may contact DES toll free at 855-326-0520. Customer Care Representatives are available Monday – Friday, 8:00 am - 7:00 pm ET. During all other hours please leave a message for a return call. Customer may also contact DES by email at DynegyEnergyServicesOhio@dynegy.com, or by US Mail at **DYNEGY ENERGY SERVICES (East), LLC, Attn: DES Customer Care, 105 E. Fourth St., Suite 100C, Cincinnati, OH 45202**. Customer may also visit DES's website at DynegyOhio.com.