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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. 13-0425-GA-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 Natural Gas 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 jc Date Processed FEB 15 2017



# Public Utilities Commission

PUCO USE ONLY – Version 1.07		
Date Received	Renewal Certification Number	ORIGINAL GAG Case Number
		13-0425-GA-GAG

## RENEWAL CERTIFICATION APPLICATION OHIO NATURAL GAS GOVERNMENTAL AGGREGATORS

Please type or print all required information. Identify all attachments with an exhibit label and title (*Example: Exhibit B-1 – Authorizing Ordinance*). All attachments should bear the legal name of the Applicant. Applicants should file completed applications and all related correspondence with the Public Utilities Commission of Ohio, Docketing Division, 180 East Broad Street, Columbus, Ohio 43215-3793.

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

### SECTION A - APPLICANT INFORMATION

#### A-1 Renewal Applicant information:

Legal Name City of Sharonville  
Address 10900 Reading Road, Sharonville, OH 45241  
Telephone No. 513-563-1144 Web site address www.sharonville.org  
Current PUCO Certificate Number 13-292G(2) Effective Dates 03/17/15

PUCO

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#### A-2 Contact person for regulatory or emergency matters:

Name James M. Lukas Title Safety Service Director  
Business Address 10900 Reading Road, Sharonville, OH 45241  
Telephone No. 513-563-1144 Fax No. 513-563-0617 Email Address jlukas@cityofsharonville.com

#### A-3 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 No. 513-563-1144 Fax No. 513-563-0617 Email Address jlukas@cityofsharonville.com

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

Customer service address 10900 Reading Road, Sharonville, OH 45241  
Toll-Free Telephone No. 513-563-1144 Fax No. 513-563-0617 Email Address jlukas@cityofsharonville.com

## SECTION B - APPLICANT AUTHORITY AND AGGREGATION PROGRAM INFORMATION

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED

- B-1 **Exhibit B-1 "Authorizing Ordinance,"** provide a copy of the adopted ordinance or resolution that reflects voter authorization to form a governmental aggregation program pursuant to Sections 4929.26 and 4929.27 of the Ohio Revised Code.
- B-2 **Exhibit B-2 "Operation and Governance Plan,"** provide a copy of the applicant's plan for operation and governance of its aggregation program adopted pursuant to Sections 4929.26(C) or 4929.27(B) of the Revised Code. The Operation and Governance Plan should include all information pursuant to Rule 4901:1-28-03 of the Ohio Administrative Code.
- B-3 **Exhibit B-3 "Automatic Aggregation Disclosure Notification,"** if the aggregation program provides for automatic aggregation in accordance with Section 4929.26(A) of the Revised Code, provide a copy of the disclosure notification required by Section 4929.26(D) of the Revised Code,
- B-4 **Exhibit B-4 "Opt-Out Notice,"** provide a draft copy of the applicant's opt out notice that comports with the Opt-Out disclosure requirements pursuant to Rule 4901:1-28-04 of the Ohio Administrative Code. *(Ten days prior to public dissemination, the applicant shall docket with the Commission, the finalized Opt-Out notice that provides or offers natural gas aggregation service.)*
- B-5 **Exhibit B-5 "Experience,"** provide a detailed description of the applicant's experience and plan for: providing aggregation services *(including contracting with consultants, broker/aggregators, retail natural gas suppliers)*; providing billing statements; responding to customer inquiries and complaints; and complying with all applicable provisions of Commission rules adopted pursuant to Section 4929.22 of the Ohio Revised Code and contained in Chapter 4901:1-29 of the Ohio Administrative Code.

Applicant Signature and Title

Sworn and subscribed before me this

day of

Month

Year

Signature of official administering oath

Print Name and Title

My commission expires on



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



# The Public Utilities Commission of Ohio

Ohio Natural Gas Governmental Aggregation  
Affidavit Form  
(Version 1.07)

In the Matter of the Application of )

City of Sharonville )

for a Certificate or Renewal Certificate to Provide )  
Natural Gas Governmental Aggregation Service in )  
Ohio. )

Case No. 13-0425 -GA-GAG

County of Hamilton  
State of Ohio

James M. Lukas

[Affiant], being duly sworn/affirmed, hereby states that:

- (1) The information provided within the certification or certification renewal application and supporting information is complete, true, and accurate to the best knowledge of affiant.
- (2) The applicant will timely file an annual report of its intrastate gross receipts and sales of hundred cubic feet of natural gas pursuant to Sections 4905.10(A), 4911.18(A), and 4929.23(B), Ohio Revised Code.
- (3) The applicant will timely pay any assessment made pursuant to Section 4905.10 or Section 4911.18(A), Ohio Revised Code.
- (4) Applicant will comply with all applicable rules and orders adopted by the Public Utilities Commission of Ohio pursuant to Title 49, Ohio Revised Code.
- (5) Applicant will cooperate with the Public Utilities Commission of Ohio and its staff in the investigation of any consumer complaint regarding any service offered or provided by the applicant.
- (6) Applicant will comply with Section 4929.21, Ohio Revised Code, regarding consent to the jurisdiction of the Ohio courts and the service of process.
- (7) Applicant will inform the Public Utilities Commission of Ohio of any material change to the information supplied in the certification or certification renewal application within 30 days of such material change, including any change in contact person for regulatory or emergency purposes or contact person for Staff use in investigating customer complaints.
- (8) Affiant further sayeth naught.

Affiant Signature & Title

, Safety Service Director

Sworn and subscribed before me this

14th

day of

February

Month

2017

Year

Signature of Official Administering Oath

DEBRA A. OTOOLE, Notary

Print Name and Title



DEBRA A. OTOOLE  
Notary Public, State of Ohio  
My Commission Expires  
April 15, 2021

My commission expires on

4-18-2021

(Ohio Natural Gas Governmental Aggregator Renewal) Page 3 of 3

**EXHIBITS TO  
RENEWAL APPLICATION  
OHIO NATURAL GAS GOVERNMENTAL AGGREGATOR  
CITY OF SHARONVILLE**

**EXHIBIT B-1**  
**AUTHORIZING ORDINANCE**

## **ORDINANCE 2012 – 20**

### **AUTHORIZING THE SUBMISSION OF A BALLOT QUESTION TO THE VOTERS OF THE CITY OF SHARONVILLE CONCERNING A GOVERNMENTAL AGGREGATION OF NATURAL GAS SERVICES WITH OPT-OUT PROVISIONS PURSUANT TO OHIO REVISED CODE SECTION 4929.26**

**WHEREAS**, the Ohio Legislature has enacted natural gas deregulation legislation ("Am. Sub. S.B. No. 3") which authorizes the legislative authorities of municipal corporations, townships and counties to aggregate the retail natural gas loads located within the respective jurisdictions and to enter into service agreements to facilitate for those loads the purchase and sale of natural gas ("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 natural gas deregulation through lower natural gas rates which would not otherwise be available to those natural gas customers individually; and

**WHEREAS**, this Council, seeks to establish a Governmental Aggregation program with opt-out provisions pursuant to Section 4929.26, Ohio Revised Code (the "Aggregation Program") for the residents, businesses and other natural gas 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 natural gas 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 natural gas 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 4929.26 of the Ohio Revised Code, the retail natural gas loads located within the City, and, for that purpose, to enter into service agreements to facilitate for those loads the purchase and sale of natural gas. 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 a natural gas 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:

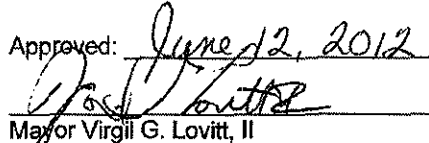
***Shall the City of Sharonville have the authority to aggregate the retail natural gas load located in the City of Sharonville, and for that purpose, enter into service agreements to facilitate for those loads the sale and purchase of natural gas, such aggregation to occur automatically except where 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 4929.26 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 natural gas 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

Timothy M. Butane  
Charles H. Gundacker Chair  
Carl Fort  
Adrian

Attest: Amey Sharkey  
 Director

**BOARD OF ELECTIONS**

Hamilton County, Ohio

**EXHIBIT B-2**  
**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@tugmgmt.com](mailto:jkist@tugmgmt.com)

**Introduction.** On November 6, 2012, the City of Sharonville (the "City" or "Sharonville") obtained voter approval to pursue an Opt-out natural gas aggregation program pursuant to §4929.26, Ohio Revised Code (ORC). As a result of the voter's affirmative vote, once certified as a Governmental Aggregator, the City was authorized to combine multiple retail natural gas customer loads within its geographic boundaries (the "Aggregation") for the purpose of facilitating the purchase of natural gas supply in Ohio's competitive retail natural gas market. At that time and following a competitive bidding process, a Supply Contract ("Contract") was executed between the City and a Certified Retail Natural Gas Supplier ("CRNGS") for the purpose of implementing an aggregation program ("Program"). The City shall offer an "opt-out" natural gas aggregation Program to all eligible customers<sup>1</sup>, 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. Participation in the Program is voluntary. Any individual customer has the opportunity to decline to participate in the Program and to return to or remain with Duke Energy supply or to enter into a supply contract with any CRNGS supplier. 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 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 after the City approves this Plan. As required by §4929.26(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 I 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 §4929.26, ORC, and the Public Utilities Commission of Ohio ("PUCO") rules and regulations, specifically rule 4901:1-28-03 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 CRNGS to supply the Aggregation, (b) negotiate the terms of supply between the CRNGS and each Aggregation participant, and (c) oversee the enrollment procedures administered by the CRNGS. The City intends to enter into a contract with a CRNGS to provide competitive retail natural gas supply. The CRNGS contract shall include all terms and conditions that make it clear that the CRNGS has ultimate responsibility to deliver firm, full-requirements supply to the distribution system of the local distribution company ("LDC"), Duke-Ohio ("Duke"). Duke, in turn, shall utilize its transport and delivery system, as it currently uses, and deliver the supply to the customer's end-use facilities. The City does not intend to re-sell supply as a result of this Program and, in fact, is not authorized to do so.
2. **Determination of Rates to be Charged.** The City Aggregation Program will aggregate the retail natural gas loads of consumers located in the City and seek proposals from CRNGS suppliers. The request for proposals will require the CRNGS to offer firm, full-requirements natural gas supply at favorable rates; natural gas supply charges will take the form of either a fixed price or a variable price. Favorable rates shall mean rates lower than those available to individual residents at the time or rate offers based on beneficial terms and conditions not available through the regulated utility. Fixed-rate pricing that would provide stability, particularly during the heating season, would

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<sup>1</sup> An "eligible customer" constitutes a customer meeting utility or PUCO rules and which the City and its CRNGS have elected to serve.

be an example of a beneficial condition. The City has retained The Utilities Group to assist in the negotiation and identification of potential savings for customers. The natural gas supply charges for the Aggregation will be prominently disclosed in direct mail consumer enrollment materials such as the Opt-out Notice. Once offers are found a table similar to the one shown below will be populated to reflect the offer rates.

Customer Class	Rate Schedule	CRNGS Offer (\$/ccf)	Term
Residential Sales Service	RS	TBD	TBD
General Sales Service	GS	TBD	TBD

Customers shall continue to be responsible for the customer charges, delivery charges and certain delivery Riders specified under Rates RS or GS of the Duke tariff, P.U.C.O. Gas No. 18, Sheets 30.17 or 32.3 effective December 2, 2013.

3. **The Contract.** The supply contract (the "Contract") negotiated by the City for the Aggregation will be for firm, all-requirements supply. Each Program participant will be individually bound to the CRNGS 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. **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 CRNGS along with assistance from the City, will work to ensure the list is accurate following the guidelines established in following Section 5 (a-e). The refined customer list shall then be used by the CRNGS 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.
5. **Customer Inclusion.** The following customers shall be ineligible and therefore *excluded* from the opt-out Program:
  - a. Mercantile customers that become distribution service customers after the start of service to the governmental aggregation;
  - b. Customers that are both distribution service customers and mercantile customers at the start of the service to the governmental aggregation;
  - c. Customers under contract with a retail natural gas supplier in effect on the effective date of the ordinance authorizing opt-out aggregation; and
  - d. Customers who are enrolled in the percentage of income payment plan ("PIPP");
  - e. Customers with an unsatisfactory credit rating.

Customers in categories (b) through (e) 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 CRNGS 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.

6. Opt-out Process. Pursuant to §4929.26(D), ORC, Customers will receive the Opt-out letter including: price for the natural gas 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 CRNGS 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 CRNGS 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 CRNGS.
7. Activation of Service. Natural gas supply service will occur following the CRNGS opt-out and Duke cancellation periods without further consumer action beginning on the customer's normal meter read date within the month when natural gas deliveries begin under the Aggregation Program.
8. Changes, Extension or Renewal of Service. At least every two (2) 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 natural gas 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 two (2) years.
9. Billing Procedures. The contract with the CRNGS 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 CRNGS. 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 CRNGS.
10. Reporting. The CRNGS 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.
11. 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 CRNGS and the involved customer. The City will not be involved in any credit, collection or deposit matter.
12. 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
CRNGS (Currently IGS)	(877) 353-0162

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.

13. 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 CRNGS accepts the customer into the Program, and, if so, at what rate.
14. 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.
15. 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 two years after start up of service. An individual customer who chooses to opt-out during the period between start-up and the two-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.
16. Service Termination by CRNGS. 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 natural gas supply is terminated by the selected CRNGS will receive natural gas supply from the LDC, 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.

17. Termination of the Aggregation Program. The Aggregation Program may be terminated for participating customers upon the termination or expiration of the natural gas supply contract without any extension, renewal, or subsequent supply contract being negotiated. In the event of termination, each individual customer receiving natural gas 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 natural gas supply from the local distribution company unless they choose an alternative CRNGS.
18. 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 CRNGS.

**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.

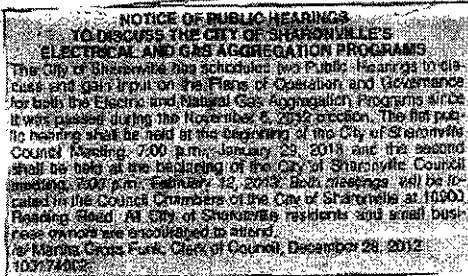
X     Tri County Press  
 X     Cincinnati.com

*Patricia Lancaster*

AFFIANT

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

*Jenny M. Eilermann*  
 Notary Public of Ohio



Jenny M. Eilermann  
 Notary Public, State of Ohio  
 My Commission Expires 05-18-2017



**EXHIBITS B-3 AND B-4**  
**AUTOMATIC AGGREGATION DISCLOSURE NOTIFICATION**  
**AND OPT-OUT NOTICE**



1-800-353-0162 (1-877-353-0162) - Agg-Test  
TEST CUSTOMER  
6100 EMERALD PKWY  
DUBLIN OH 43017  
[Barcode]

Dear Sharonville Resident or Small Business Owner.

May 21, 2015

The City of Sharonville is providing you with the opportunity to participate with other City residents and businesses in an Opt-Out Natural Gas Governmental Aggregation Program, with IGS Energy of Dublin, Ohio as your supplier of gas.

Under governmental aggregation the City of Sharonville acts on behalf of natural gas consumers in the community to negotiate a gas supply contract with eligible suppliers. Both the City and IGS Energy have to be certified by the Public Utilities Commission of Ohio. City Council passed Ordinance No. 2012-20 after voters approved the implementation of the program on November 6, 2012. Your participation will begin one to two billing cycles after your enrollment into the program and end with your June 2017 billing period.

Your price under this program will be a variable rate that fluctuates with the price of natural gas. The City has also negotiated the ability to set a fixed rate for any period of time if the opportunity to establish a desirable fixed rate arises. Please refer to the accompanying Terms and Conditions for full details of all pricing.

You will be automatically enrolled in the City of Sharonville Natural Gas Aggregation Program unless you choose to "opt out" - that is, to not participate. There is no cost for enrollment. You do not need to do anything to be included. You may cancel your enrollment from this program at any time with no cancellation fee by providing notice to IGS Energy.

If you wish to be excluded from the City of Sharonville Natural Gas Aggregation Program you must return the enclosed "Opt-Out" form or contact IGS Energy at 1-877-353-0162 by June 11, 2015. If you do not opt out at this time, you will be enrolled in the program until it expires with your June 2017 billing period.

If you do nothing you will soon receive a letter from Duke Energy (Duke) notifying you of your transfer to your community's program with IGS Energy as your supplier. If you wish to remain in the program, simply ignore that letter.

Under this program, IGS Energy will deliver your gas to Duke and then Duke will deliver that gas to you. Duke will maintain the pipeline system that delivers natural gas to your home or business. Duke will continue to read your meter and will continue to send you a monthly bill that will include the gas supply charge from IGS Energy plus sales tax instead of Duke's Gas Cost Recovery plus gross receipts tax. You will still contact Duke for any concerns or issues having to do with your local service. Budget billing and automatic billing options will continue to be available through Duke.

If you have any questions please call IGS Energy at 1-877-353-0162, weekdays, from 8:00 a.m. to 8:00 p.m. EST. For general information on natural gas deregulation in Ohio, you can also visit the Web Sites of the Ohio Consumers' Counsel ([www.occ.ohio.org](http://www.occ.ohio.org)) or the Public Utilities Commission of Ohio ([www.PUCO.ohio.gov](http://www.PUCO.ohio.gov)).

What's  
next?



Sincerely,

The City of Sharonville and IGS Energy

P.S. Remember to return the "Opt-Out" form only if you do not want to participate in the City of Sharonville Natural Gas Aggregation Program.

If the service location for which you have received this letter is not located within the City of Sharonville limits, you have received this letter in error. Please contact IGS Energy at 1-877-353-0162 to be removed from the program list.

You are not eligible to participate in this program if you are currently enrolled in the PIPP program.

11 digit account number as it appears on your Duke Energy gas bill.

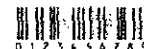
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I wish to opt out of the City of Sharonville Natural Gas Aggregation Program.

(Check box to opt out.)

☐

Name (Please Print) \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Email Address \_\_\_\_\_  
Signature (REQUIRED) \_\_\_\_\_



OOCGE02

**Terms:** The community's opt-out government aggregation program (the "Program") and my service with Interstate Gas Supply, Inc. (elsewhere referred to as "IGS Energy" and the consumer will be referred in the first person, "my", "me" or "I") as my supplier on the Program will begin within one to two billing cycles after my enrollment or rate change is confirmed with the utility company and shall continue through my June 2017 utility billing cycle, unless notified otherwise. IGS Energy will supply the commodity portion of my natural gas and Duke Energy will be my Natural Gas Distribution Company ("NGDC"). I can contact the IGS Energy choice department by phone at 1-877-353-0162, by fax at 1-800-584-4839, in writing at P.O. Box 9060, Dublin, OH 43017, or through their web site at <http://www.igsenergy.com>.

**Regulatory:** The NGDC's choice program and the government aggregation for my community are subject to ongoing Public Utilities Commission of Ohio (PUCO) jurisdiction, and I understand that if the choice program or this Program is terminated, this Agreement may be terminated, without penalty to either party.

**Price:** My price will be calculated each billing cycle by taking 103.5% of the applicable weighted NYMEX price(s), as determined and agreed to by my community and IGS Energy, plus \$0.089 per CCF, which does not include applicable taxes and NGDC charges, through my June 2017 billing cycle. If the NYMEX price of gas is not otherwise determined by my community and IGS then the NYMEX price, to which the adder shall apply, will automatically be determined by the closing commodity natural gas futures price of gas, on the fifteenth (15th) day of the preceding month, for each corresponding utility billing month. I am responsible for applicable taxes and all charges assessed by the NGDC for gas transportation and all other applicable charges and adjustments by NGDC for delivery of gas. The adder is effective unless a fixed price is established by my Community, in which case the fixed price will be the effective price for the effective periods. IGS may at its option, at any time, lower the price effective for a portion of or the remainder of the term of this agreement without notice to me.

**Renewal:** If my community's governmental aggregation continues, at least every two years from the establishment of this Program the government aggregator or its supplier shall provide me notice of my right to opt out of the aggregation without penalty. The process for providing me with notice of my right to opt-out shall include a provision for me to return a post card or similar notice to the governmental aggregator or the supplier. For renewals, I will have at least twenty-one days from the post mark date on the written notice to choose to opt out of the Program, and my return post card or notice that is post marked before the opt out deadline has elapsed shall count as timely sent. The notice will follow the procedures established for the initial opt-out notice set forth in this rule and shall prominently disclose to customers all changes to the terms and conditions associated with the aggregation. I am entitled to opt-out of the government aggregation program at least every two years from the commencement date of the Program, without a penalty. If I am in the Program when the Program is renewed and I do not exercise my right to opt-out, I will be continued in the Program.

**Rescission Period:** I will have 21 days from the post mark date of my opt-out notice to exercise my right to opt-out of my community's Program. If I do not opt-out of the Program, IGS Energy will submit my enrollment to the NGDC and if I am new to the Program or a new customer to IGS Energy I will have 7 business days from the post-mark date of the confirmation notice sent by the NGDC to rescind my enrollment. I can rescind my enrollment by contacting the NGDC in writing or by telephone at the number provided on the confirmation notice within that 7 day period. Otherwise, I can cancel this agreement as detailed below.

**Cancellation:** Either party can cancel this Agreement by providing the other with notice of cancellation, with no cancellation fee. Cancellation notices provided after the NGDC deadline may result in additional month(s) of service beyond the cancellation notice date, as the effective date of all cancellations are subject to NGDC guidelines and I agree to continue to pay for my service with IGS Energy for all periods billed with IGS Energy. I understand that if I switch my service to another supplier or back to the NGDC an NGDC switching fee may apply under the NGDC's tariff and the NGDC may charge a price other than the NGDC commodity rate.

**Contact and Dispute Resolutions:** In the event of a billing dispute or issues regarding volume or metering, I should contact the NGDC at the number listed on their bill. For other questions or concerns about pricing, I can contact the IGS Energy choice department by phone weekdays from 8:00 a.m. to 5:00 p.m. EST at 1-877-353-0162 by fax 1-800-584-4839, in writing at P.O. Box 9060, Dublin, OH 43017, or through their web site at [www.igsenergy.com](http://www.igsenergy.com). Also, I can contact IGS Energy through e-mail at [choice@igsenergy.com](mailto:choice@igsenergy.com). If my questions or concerns are not resolved after I have called IGS Energy, or for general utility information, residential and business customers may call the Public Utilities Commission of Ohio (PUCO) toll free at 1-800-686-7826 or for TDD/TTY toll free at 1-800-686-1570, from 8:00 a.m. to 5:30 p.m. weekdays, or visit the PUCO website at [www.puco.ohio.gov](http://www.puco.ohio.gov). The Ohio Consumers Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted toll free at 1-877-742-5622 from 8:00 a.m. to 5:00 p.m. weekdays or visit [www.pickocc.org](http://www.pickocc.org).

**Billing:** For my convenience I will receive only one bill, which will be issued by the NGDC each month and will contain IGS Energy's gas price plus applicable taxes and all of the NGDC's transportation and other applicable charges, including any late fees assessed by the NGDC. I agree to continue to pay the NGDC for the entire gas bill under the NGDC's payment terms and conditions. If I pay under the budget bill payment plan, I understand that this service is available and will remain available. IGS Energy reserves the right to issue an invoice to me directly, such invoice would contain IGS Energy's gas price and may also contain applicable taxes and all of the NGDC's transportation and other applicable charges. If IGS Energy invoices me directly and I fail to pay within the terms specified on the invoice(s) a late fee of 1.5% per month on all past-due amounts will apply. If IGS Energy bills me directly for services provided, IGS Energy may terminate this Agreement with fourteen (14) days written notice should I fail to pay the bill or meet any agreed-upon payment arrangements. If I fail to pay my invoices timely which include IGS Energy charges, the NGDC may disconnect my service, according to tariff guidelines. I may request, at no charge, up to 24 months of my payment history for services rendered by IGS Energy. Other than for operation, maintenance, assignment and transfer of my account or, where IGS Energy is performing billing services, or for commercial collections, IGS Energy will not disclose my account number to any other third party without my affirmative written consent or electronic authorization or pursuant to a court or Commission order and that, other than for credit checking and credit reporting, if IGS Energy is performing billing services, IGS Energy will not disclose my social security number without my affirmative written consent or pursuant to court order. I authorize IGS Energy to obtain my billing payment and usage history from the NGDC.

**Assignment:** This contract is assignable by IGS Energy without my consent subject only to required regulatory approvals. IGS will use its best efforts to give the NGDC and me thirty (30) days written notice prior to any assignment.

**Moving/Termination:** I understand that this contract will automatically terminate, without penalty, if I relocate outside my community aggregation Program boundaries, or if the requested service location is not served by the NGDC. Also, I understand that I have the right to terminate this Agreement, without penalty, if I relocate inside the NGDC service territory and the NGDC does not have contract portability and if IGS Energy agrees to allow me to continue. In such instances, I would have to enroll with IGS Energy under a new agreement, as this Agreement is only valid for opt-out government aggregation. I understand that I am not entitled to the pricing or service from IGS Energy hereunder at my new location until such time as the NGDC accepts my enrollment with IGS Energy at my new location and/or transfers my contract to my new location and that the pricing hereunder will not be extended for additional months that I was not with IGS Energy, unless agreed to in writing by IGS Energy. Except as provided in this Agreement, if IGS Energy returns me to the NGDC's sales service, this Agreement will terminate without penalty to me.

**Eligibility / Limitation of Liability / Jurisdiction:** This Agreement is for residential and small commercial customers that use 5,000 CCF a year or less and are otherwise eligible for opt-out government aggregation programs. IGS Energy and my community shall use its best efforts to ensure that only eligible customer accounts within its governmental boundaries and customers who have not opted out are included in its aggregation. If ineligible accounts, accounts from outside of the governmental aggregator's governmental boundaries, or accounts for customers who opted out of the aggregation are switched to the governmental aggregation, as soon as IGS Energy is aware of such event IGS Energy will promptly contact the natural gas company to have the customer switched back to the customer's former supplier, and will pay any switching fee imposed by the NGDC for such switch. Participation in the program is subject to the rules of the NGDC and the rules established in Ohio Administrative Code 4901:1-28. Customers are sometimes terminated or not enrolled in the program due to NGDC issues. In such instances, I can contact the NGDC to correct the problem and be reinstated or enrolled in the Program. Regardless of the reason for termination, in no case will the original term be extended for months that I was unable to participate nor will IGS Energy have any liability for any early termination or for any months that I was unable to participate in the Program. IGS Energy assumes no liability or responsibility for losses or consequential damages arising from items associated with the NGDC including, but not limited to, operations and maintenance of their system, any interruption of service, termination of service, or deterioration of service, nor does IGS Energy 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. The parties agree that if the customer is unable to resolve its issues through the PUCO as detailed under "Contract and Dispute Resolution" above or if suit is filed, any legal action involving this Agreement shall be brought only in a court of the State of Ohio sitting in Franklin County, Ohio or the United States District Court sitting in Franklin County, Ohio. I submit to the personal jurisdiction in such courts and irrevocably waive any objections that I have or might have in the future to such courts as the proper forum for any and all actions arising under this Agreement. The parties agree that this Agreement shall be interpreted under the laws of the State of Ohio, regardless of Ohio's choice of law provisions.

#### NOTICE

Return the "Opt-Out" form only if you do not want to participate in the City of Sharonville Natural Gas Aggregation Program.

Return by June 11, 2015 to:

Natural Gas Governmental Aggregation Program

PO Box 9060

Dublin, Ohio 43017-0960

Form: TUGDUKE-G-SHARONVILLE15-OPTOUT

## **Frequently Asked Questions**

### ***What is Governmental Natural Gas Aggregation?***

Simply put, it's the entire community joining together to form one large buying group. By voting to allow an aggregation, residents allow their community to shop for natural gas on their behalf.

### ***What are the Benefits of Gas Aggregation?***

When residents form one large buying group they have more buying power. The aggregation is in a better position to negotiate favorable pricing and supply terms than what could ordinarily be achieved by any one individual resident.

### ***How does a community become an Aggregator?***

The community must first get the approval of voters within the community to form a natural gas aggregation program. Upon a majority vote, community leaders will proceed through a series of steps to become certified as a Governmental Natural Gas Aggregator by the Public Utilities Commission of Ohio.

### ***How do Opt-Out Aggregations work?***

The community seeks bids from Certified Retail Natural Gas Service Providers, such as IGS Energy. A qualified bidder is selected to supply the aggregation with its gas for a set period of time. An "Opt-out" notice is sent to each eligible community resident prior to the start of the aggregation. Each resident has 21 days from the postmarked date on the notice to contact the supplier to withdraw or "Opt-Out" of the program. After the 21 day period, any resident not opting out will be submitted to the utility company for enrollment in the program. The utility company will send notice of the pending enrollment to each participating resident. Each resident will then have 7 days to rescind their enrollment in the program by contacting the utility company. After the 7 day rescission period, all participating customers are officially enrolled in the program. IGS Energy will appear as your supplier on your natural gas bill within one to two billing cycles after enrollment is verified by the utility.

### ***Are all residents of the community automatically included in Opt-Out Aggregations?***

No. In order to be included you must purchase your natural gas directly from the natural gas utility company. You must also be current on your utility bill payments. Commercial users in the community that consume more than 5000 CCF per year do not qualify. PIPP (Percentage of Income Payment Program) customers also do not qualify.

### ***What happens if I'm part of the program and I move?***

A resident moving within the same community can stay in the aggregation by providing IGS Energy with their new address. If a resident moves out of the community or does not provide IGS Energy their new address, their participation will end and no early termination fee will apply.

### ***Can I leave the program and return to the utility or enroll with a different supplier?***

Yes. Residents may leave the program at any time. If you leave the program it may take one to two utility billing cycles before the switch appears on your utility bill.

### ***Does my utility still send my monthly bill?***

Yes. Your current service will not change. Your utility will still send you your monthly bill, read your meter and respond to all service calls. IGS Energy will appear on your bill as your natural gas supplier. If you are currently under budget billing from your utility, your charges will continue to be budgeted.

### ***Where can I find my monthly price?***

Your monthly price will be located on page 2 of your utility bill in the box identified "Explanation of Current Charges". Your natural gas rate per CCF from IGS Energy is itemized following the utility transportation and delivery charges. If you want to know your price before receiving your bill, you can call IGS Energy and ask us what the upcoming month's aggregation price will be for your community.

Please note that the Public Utilities Commission of Ohio website contains an Apples to Apples chart of suppliers for your utility. This site is great for comparison purposes, but is geared towards mass market offers and not specific aggregation rates. If IGS Energy has a monthly variable rate on the Apples to Apples chart, that is a mass market rate and not your aggregation's rate. Please call IGS Energy with any questions about your community's monthly variable rate.

***My friend lives in a nearby community and has a different rate from IGS Energy than mine. Why?***

Natural gas prices are highly volatile. Market rates change often and quickly. Price differences between communities will vary based primarily on the contract term and the dates on which pricing was secured for the community.

***How do I contact IGS Energy?***

Our customer service department is open from 8:00 am to 8:00 pm EST Monday through Friday. You may call us toll free at 1-877-353-0162.

Contact us via our website at: [www.igsenergy.com](http://www.igsenergy.com)

**EXHIBIT B-5  
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 six 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 early Opt-In / Endorsement Programs, and four years of experience with its Opt-Out aggregation programs for electric and natural gas. With the advice and aid of The Utilities Group, for both electricity and natural gas, the City 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(4)
- A Certified Aggregator and Natural Gas Broker in the State of Ohio #12-264G(3)

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

- Maintain 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 natural gas, issue bills, read meters or address delivery reliability issues. Those functions will be provided by Duke Energy Ohio and the selected CRNGS supplier. The City will comply with its responsibilities as a Governmental Aggregator (ORC 4949.20) and with the Commission's rules adopted pursuant to §4929.22 ORC and contained in Chapter 4901:1-29 of the Ohio Administrative Code.

Additional details concerning aggregation service shall be provided to the Commission after any contract with a Competitive Retail Natural Gas Supplier (CRNGS) has been executed if said contract materially impacts the application.