

**Eagle Energy, LLC**

4465 Bridgetown Road  
Cincinnati, OH 45211

**FILE** (513) 251-7283

March 7, 2013

The Honorable Barcy F. McNeal, Secretary  
The Public Utilities Commission of Ohio  
Docketing Division, 13<sup>th</sup> Floor  
180 East Broad Street  
Columbus, Ohio 43215-3793

PUCO

RECEIVED-DOCKETING DIV  
2013 MAR 11 AM 9:29

Dear Secretary McNeal:

Please find enclosed an original and ten (10) copies of the Applications of the Village of Cleves seeking authorization as a governmental aggregator for electric and natural gas service pursuant to §4928.20 and 4949.26 of the Ohio Revised Code, respectively.

Would you please assign a case number, receipt and return the additional copy of each Application in the postage paid envelope that is provided. Any questions concerning this matter should be directed to our office. Thank you in advance for your attention to this matter.

Very truly yours,



Donald I. Marshall  
President

cc: Mr. Chuck Stockhausen  
Honorable Danny Stacy

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 Am Date Processed 3/11/13

*"Eagle Energy...Always at your service"*

**BEFORE**

**THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Application of the )  
Village of Cleves, Hamilton County, Ohio )  
for Certificate Approval as a Governmental )  
Aggregator for Electric Service Pursuant to )  
Section 4928.20 of the Revised Code. )

Case No. 13- 631 -EL-GAG



*The Public Utilities Commission of Ohio*

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

13-631-EL-GAG

## **CERTIFICATION APPLICATION FOR GOVERNMENTAL AGGREGATORS**

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

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

### **A. APPLICANT INFORMATION**

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

Name Village of Cleves  
Address 101 North Miami Avenue, Cleves, OH 45002  
Telephone Number (513) 941-5127  
Web site address (if any) www.Cleves.org

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

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

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

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

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

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

Name Danny Stacy (also see attached)

Title Mayor

Business address 101 North Main Street, Cleves, Ohio 45002

Telephone number (513) - 941 - 5127 Fax # (513) - 941 - 5198

E-mail address Clevesclerk@zoomtown.com

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

Name Danny Stacy (also see attached)

Title Mayor

Business address 101 North Main Street, Cleves, Ohio 45002

Telephone number (513) 941 - 5127 Fax # (513) - 941 - 5198

E-mail address Clevesclerk@zoomtown.com

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

Address 101 North Main Street, Cleves, Ohio 45002

Toll-free telephone number (513)- 941 - 5127

Fax # (513) - 941 - 5198

Danny Stacy - Mayor of Cleves Ohio  
Signature of Applicant & Title

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

Linda C. Bolton  
Signature of official administering oath

Linda C. Bolton, Notary  
Print Name and Title



My commission expires on 7/28/16

Linda C. Bolton  
Notary Public, State of Ohio  
My Commission Expires 07-28-2016

# **AFFIDAVIT**

State of Ohio :

Cleves ss.  
(Town)

County of Hamilton :

Danny Stacy, Affiant, being duly sworn/affirmed according to law, deposes and says that:

He/~~She~~ is the Mayor (Office of Affiant) of the Village of Cleves (Name of Applicant);

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

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

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

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

*Denny Hays Mayor of Ellettsville, Ohio*  
Signature of Affiant & Title

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

*Linda C. Bolton*  
Signature of official administering oath

*Linda C. Bolton, Notary*  
Print Name and Title



My commission expires on 7/28/16  
**Linda C. Bolton**  
Notary Public, State of Ohio  
My Commission Expires 07-28-2016

**AUTHORIZING ORDINANCE PURSUANT TO**  
**§4928.20(A) OF THE REVISED CODE**

**RESOLUTION NO. 23, 2012**

**RESOLUTION AUTHORIZING ALL ACTIONS NECESSARY TO EFFECT A  
GOVERNMENTAL RETAIL ELECTRIC LOADS AGGREGATION PROGRAM WITH  
OPT-OUT PROVISIONS PURSUANT TO SECTION 4928.20, OHIO REVISED CODE  
AND DIRECTING THE HAMILTON COUNTY BOARD OF ELECTIONS TO SUBMIT  
A BALLOT QUESTION TO THE ELECTORS AND DECLARING AN EMERGENCY**

**WHEREAS**, the Ohio Legislature has enacted legislation (R.C. 4928.20) which authorizes the Council of the Village of Cleves to aggregate the retail electric loads located within the Village of Cleves and to enter into service agreements to facilitate for those loads the purchase and sale of electricity; and

**WHEREAS**, governmental aggregation provides an opportunity for residential and small business customers collectively to participate in the potential benefits of lower electric rates which they would not otherwise be able to have 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 electric consumers in the Village, as permitted by law.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Village of Cleves, Hamilton County, Ohio that

**SECTION 1.** This Council finds and determines that it is in the best interest of the Village, its residents, businesses and other Electric consumers located within the limits of the Village to establish the Electric Loads Aggregation Program in the Village. Provided that this Resolution and the Electric Loads Aggregation Program is approved by the electors of the Village pursuant to Section 2 of this Resolution, the Village is hereby authorized to aggregate in accordance with Section 4928.20, Ohio Revised Code, the retail electric loads located within the Village, and, for that purpose, to enter into service agreements to facilitate the sale and purchase of the service for the retail electric loads. The aggregation will occur automatically for each person owning, occupying, controlling, or using electric load center proposed to be aggregated and will provide for the opt-out rights described in Section 3 of this Resolution.

**SECTION 2.** The Board of Elections of Hamilton County is hereby directed to submit the following question to the electors of the Village at the general election in November 2012.



## PROPOSED ELECTRIC AGGREGATION

### VILLAGE OF CLEVES

**A majority affirmative vote is necessary for passage**

Shall the Village of Cleves have the authority to aggregate the retail electric loads located in the Village of Cleves, 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, all in accordance with Section 4928.20 of the Ohio Revised Code?

YES

NO

The Village Clerk is instructed immediately to file a certified copy of this Resolution and the proposed form of the ballot question with the County Board of Elections not less than ninety (90) days prior to the November 2012 general election. The Electric Loads Aggregation Program shall not take effect unless approved by a majority of the electors voting upon this Resolution and the Electric Loads Aggregation Program provided for herein at the election held pursuant to this Section 2 and Section 4928.20, Ohio Revised Code.

SECTION 3. Upon the approval of a majority of the electors voting at the general election provided for in Section 2 of this Resolution, this Council shall develop a plan of operation and governance for the Electric Loads Aggregation Program. Before adopting such plan, this Council or a licensed consultant, on behalf of this Council, shall hold at least two public hearings on the plan. Before the first hearing, notice of the hearings shall be published once a week for two consecutive weeks in a newspaper of general circulation in the Village. The notice shall summarize the plan and state the date, time, and location of each hearing. No plan adopted by this Council shall aggregate the electric load of any electric load center within the Village unless it in advance clearly discloses to the person owning, occupying, controlling, or using the load center that the person will be enrolled automatically in the Electric Loads Aggregation Program and will remain so enrolled unless the person affirmatively elects by a stated procedure not to be so enrolled. The disclosure shall state prominently the rates, charges, and other terms and conditions of enrollment. The stated procedure shall allow any person enrolled in the Electric Loads Aggregation Program the opportunity to opt out of the program at least every three years, without penalty or switching fee. Any such person that opts out of the Electric Loads Aggregation Program shall default to the utility's standard service offer unless and until that person chooses a competitive retail electric supplier.

SECTION 4. This Council finds and determines that all formal actions of this Village Council concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

SECTION 5. This Resolution is declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village, and for the further reason that this Resolution is required to be immediately effective in order to file a certified copy of this Resolution and the proposed form of the ballot question with the Board of Elections of Hamilton County not later than ninety (90) days prior to the November 2012 general election, as provided herein; wherefore, this Resolution shall be in full force and effect immediately upon its adoption.

**ADOPTED** at a meeting on June 13, 2012.

  
\_\_\_\_\_  
**DANNY STACY**

Mayor

  
\_\_\_\_\_  
**LINDA BOLTON**

Clerk

Approved as to Form:

  
\_\_\_\_\_  
**FRANCIS M. HYLE**

Solicitor

I, Linda Bolton, Clerk-Treasurer of the Village of Cleves, Hamilton County, Ohio, hereby certify that this is a true and accurate copy of a Resolution duly adopted by the Council of the Village of Cleves, County of Hamilton, Ohio, at its regularly scheduled meeting on June 13, 2012.

Date: \_\_\_\_\_



## Village of Cleves, Ohio

INCORPORATE 1875

MAYOR  
DANNY STACY  
(513) 941-5127

101 N. MIAMI AVENUE  
CLEVES, OHIO 45002

CHIEF OF POLICE  
WILLIAM RENNER  
(513) 941-1212

CLERK/TREASURER  
LINDA BOLTON  
(513) 941-5127 x10  
(513) 941-5198

STREET COMMISSIONER  
HAROLD DUNCAN  
(513) 941-3618

### CERTIFICATE OF POSTING

The undersigned, Clerk/Treasurer of the Village of Cleves, Ohio, hereby certifies there is no newspaper in said municipality and publication of:

ORDINANCE # \_\_\_\_\_ -- 20\_\_

Or

RESOLUTION # 23 -- 2013

Was duly made by posting notice thereof at five of the most public places in said Village as determined by the Council as follows:

1. Village Municipal Building
2. Cleves Water Works
3. U.S. Post Office (Cleves Branch)
4. Miami Township Hall
5. Hamilton County Public Library (Cleves Branch)

Each for a period of 15 days commencing on the 20<sup>th</sup> day of June, 2012.

Linda Bolton  
Clerk/Treasurer

6/20/12  
Date

**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 Village Of Cleves  
(Name of Subdivision)on the 6th day of November, 2012, the vote cast on the following issue was  
as follows:**Issue**

Shall the Village of Cleves have the authority to aggregate the retail electric loads located in the Village of Cleves, 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 <u>Yes</u> (For, yes, etc. - as on ballot)	<u>736</u> (Number)
Votes <u>No</u> (No, against, etc. - as on ballot)	<u>609</u> (Number)
Total vote cast on issue:	<u>1,345</u> (Number)

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

Thomas M. Boring  
Chair  
Charles H. Greenblatt III  
Carl Fort  
Alvin R. ...

Attest

Ameylancey  
Director

**BOARD OF ELECTIONS**Hamilton County, Ohio

**DRAFT PLAN OF OPERATION AND GOVERNANCE**  
**OF**  
**VILLAGE OF CLEVES, OHIO, HAMILTON COUNTY**

For Additional Information Contact:

Donald I. Marshall  
Eagle Energy, LLC  
4465 Bridgetown Road  
Suite 1  
Cincinnati, Ohio 45211

Telephone: (513) 251-7283  
E-mail: [eagleenergy@fuse.net](mailto:eagleenergy@fuse.net)

**DRAFT PLAN – REVISED PLAN SHALL BE FILED AFTER CRES SELECTION.**

***Introduction.*** Village of Cleves (Cleves or Village) obtained voter approval to offer an electric aggregation program pursuant to §4928.20, Ohio Revised Code (ORC) on November 6, 2012. As a result of the voter's affirmative vote, Cleves shall offer an "opt-out" electric aggregation program to all eligible customers<sup>1</sup>; i.e., all residential customers and non-mercantile commercial, industrial and other public authority customers within the Village. The plan will be available to approximately 1,500 customers and those customers shall automatically be enrolled in the program as further explained herein. At this time, a Program Agreement has not been executed with a Competitive Retail Electric Supplier (CRES) for the purpose of implementing an aggregation program. However, it is anticipated that the electric program will begin soon after the Commission has authorized certification.

The aggregation program has been developed in accordance with §4928.20, ORC, in the following manner:

1. §4928.20(A) specifies the requirement of a municipal authority to adopt an ordinance. Exhibit A-2 is a copy of Ordinance No. 23-2012 adopted by the elected officials of the Village specifying that aggregation shall occur automatically.
2. §4928.20(B) requires that the Ordinance be submitted to the electorate. Also included in Exhibit A-2 is the certification by the Hamilton County Board of Elections that Ordinance No. 23-2012 was passed on November 6, 2012 by a majority affirmative vote.
3. §4928.20(C) requires two public hearings on this Plan of Operation and Governance (Plan) to be conducted. Those hearings were held on February 13, and February 27, 2013 at 6:30 PM 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.
4. §4928.20(D) requires appropriate notice be provided to customers being automatically enrolled in the aggregation program. The notice, including terms and conditions, is attached in draft form as Exhibit A-4. The final notice as well as the terms and conditions shall be timely provided to the Commission Staff after a CRES is selected by the Village.

The Plan has been developed in accordance with the Commission's rules and regulations, specifically rule 4901:1-21-16(B) of the Administrative Code, in the following manner:

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<sup>1</sup> As further defined herein. Certain customers may not be eligible to participate.

1. Services to be Provided. The Village 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 Village does not intend to re-sell any 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<sup>2</sup>. Customers enrolled in the program shall receive relief from certain other Riders and the rates and riders associated with generation and related cost contained in Duke's tariff. The Village has retained Eagle Energy to assist in the identification of potential savings for customers. Savings shall be determined by comparing the prevailing price-to-charge of Duke with the contract rate of the CRES. The rate comparison will be contained in the notice to be received by the customer. A surcharge authorized under §4928.20(I) is not applicable at the current time.
3. Standby Service. The Village intends for customers to return to Duke on a full-requirements basis without penalty. The goal of the Village in the process of negotiating a contract with a CRES is to negotiate a provision that would exclude a switching fee provision for customers.
4. Opt-out Disclosure Notice. The Village shall request a customer list that identifies potential customers within its geographic boundary from Duke. It has been Eagle's experience that the customer list may not be entirely accurate so a request of the CRES to sanitize the customer list will be made to improve its accuracy. The sanitized customer list shall then be used to mail the opt-out notice. Once the mailing list has been developed, 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 electing not to opt-out shall be enrolled in the program.

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<sup>2</sup> The program may be available to other special rates such as Rates EH, ORH, et al.

5. Customer Inclusion. The following customers shall be excluded from the opt-out program:

- (a) Customers who have opted-out of the program;
- (b) Customers under contract with a CRES;
- (c) Customers who may have a special contract with Duke;
- (d) Customers outside the geographical boundary of the Village;
- (e) Customers who have elected to be on the "do not aggregate" list provided by §4928.21(C);
- (f) Mercantile customers; and,
- (g) Customers with an unsatisfactory credit rating.

The Village is relying on Duke to provide a concise customer list as well as identifying the above customer categories as reasonable as possible. Customers in categories (b) through (g) shall not appear in the customer list provided by Duke. Customers within these categories who may be accidentally enrolled shall be returned to Duke without charge.

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

6. Opt-out Process. Customers shall receive a letter, terms and conditions and a postcard that shall be used to determine enrollment status<sup>3</sup>. Customers shall be provided twenty-one (21) days to elect to opt-out of the program. After the twenty-one day opt-out period ends customers shall be submitted to Duke for enrollment. Duke shall confirm enrollment and provide the customer with an additional seven (7) days to allow the customer to cancel enrollment. Thereafter, a similar enrollment program shall be offered at intervals not to exceed three (3) years.

7. Eligible Customers. The aggregation program shall include residential and non-mercantile customers, except those identified in Section 5 above, served under the provision's of Duke's electric tariff P.U.C.O. No. 19 as follows<sup>4</sup>:

- Rate RS, Sheet No. 30.13;
- Rate DS, Sheet No. 40.14; and,
- Rate DM, Sheet No. 43.14.

The current tariffs have an effective date of January 1, 2012.

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<sup>3</sup> Customers shall also be provided a toll-free telephone number to be provided by the CRES that will monitor and verify enrollment status.

<sup>4</sup> See footnote 2 also.



8. Billing Procedures. The contract with the CRES shall include billing procedures but the goal of the Village is to have the customer receive a single bill from Duke. The bill shall include all charges including the rates of the CRES. The billing interval shall be approximately thirty (30) days. If Duke does not receive timely payments, then the subsequent bill will reflect late payments fees, as authorized by the Commission, including those charges of the CRES.
9. Credit and Deposit Procedures. Collection and credit procedures shall be those authorized by the Commission and remain the responsibility of Duke, the CRES and the involved customer. The Village shall not be involved in any credit or collection matter.
10. Customer Service Procedures. Customers shall have multiple means of addressing customer service issues. Generally, concerns relative to service reliability or billing should be addressed to Duke and concerns regarding the Plan should be addressed to the Village or Eagle Energy. 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 for customers' assistance for resolving customer service issues:

Duke Energy Ohio	(800) 544-6900
Public Utilities Commission of Ohio	(800) 686-7826 (800) 686-1750 (TDD/TTY)
Village of Cleves	(513) 941-5127
Eagle Energy	(513) 251-7283
Ohio Consumers' Counsel	(877) 742-5622
CRES	"800" to be provided.

In addition, this Plan adopts by reference Commission rule 4901:1-21-08 of the Administrative Code as the rule pertains to customer access, slamming and complaint handling procedures.

11. New Customer Policy. During the Plan's term, customers who have either left the Plan or who moved into the governmental boundaries of the Village, may contact the Village, Eagle Energy or the CRES at any time to obtain enrollment<sup>5</sup> information. The CRES shall have sole discretion to permit new customers to enroll into the Plan at no charge.

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<sup>5</sup> Enrollment must be authorized by Duke.

12. Customer Who Move. Enrolled customers who move from one location to another within the geographical boundaries of the Village shall be permitted to maintain their enrollment status at their new location.
13. Customers Who Opt-out. Customers who provided the required opt-out notice shall remain a customer of the EDU, Duke, or their selected CRES. Customers may request the Plan's CRES to permit enrollment and in that instance the CRES shall have sole discretion as to allow the enrollment at no charge. Customers being served by an existing CRES shall be cautioned about any cancellation charges associated with their current enrollment status. A new enrollment period shall be offered, at a minimum, every three (3) years without any charge to the customer.
14. Other Matters. A copy of this Plan shall be available at the Village offices, 101 North Miami Avenue, for public inspection and shall be made available to any customer upon request. The Village 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 aggregation.

**EXHIBIT A-3  
ATTACHMENT I**

**PROOF OF PUBLICATION OF LEGAL NOTICE OF PUBLIC HEARINGS**  
**HELD IN ACCORDANCE WITH §4928.20(C) OF THE REVISED CODE**

1/31/13

# Affidavit of Publication

Publisher's Fee 309.25 Affidavit Charge 10.00

Legal Ads

State of Ohio }  
 }  
 } SS.  
 }  
Hamilton County }

Personally appeared **Janice Colston**

Of the The Enquirer, a newspaper printed in Cincinnati, Ohio and published in Cincinnati, in said County and State, and of general circulation in said county, and as to the Kentucky Enquirer published in Ft. Mitchell, Kenton County, Kentucky, who being duly sworn, depose and saith that the advertisement of which the annexed is a true copy, has been published in the said newspaper 1 times, once in each issue as follows:

1/31/13

- ☒ Cincinnati Enquirer
- ☐ Kentucky Enquirer
- ☒ Cincinnati.Com

**PUBLIC HEARING NOTICE**  
Pursuant to Sections 4928.20(C) and 4929.27(B) of the Ohio Revised Code, the Village of Cleves, Ohio shall conduct public hearings for the purpose of obtaining public input on the Plans of Operation and Governance of the electric and natural gas aggregation programs. The Plans of Operation and Governance include the following provisions: (1) service provided; (2) determination of rates; (3) opt-out procedures; (4) billing and credit; (5) switching fees; and, (6) participation in the aggregation programs. The Public Utilities Commission of Ohio may suggest other provisions to the Plan after its review. All eligible customers who receive electric and/or natural gas service from Duke Energy-Ohio shall be included in the Village's aggregation programs. If an acceptable supply offer is received and accepted by the Village, eligible customers shall receive an opt-out letter for the electric program and the natural gas program explaining the rate and terms and conditions of each program. The first public hearing shall be held at 6:30 PM on February 13, 2013; the second public hearing shall be held at 6:30 PM on February 27, 2013. Both hearings shall be conducted at the Village Office, 101 North Miami Avenue, 1746890.

*Janice Colston*

AFFIANT  
Sworn to before me, this  
1/31/13

*Crystal Williams*

Notary Public of Ohio



Crystal Williams  
Notary Public, State of Ohio  
My Commission Expires 08-24-2015

**AUTOMATIC AGGREGATION DISCLOSURE**  
**PURSUANT TO §4928.20 OF THE REVSED CODE**

**DRAFT NOTICE LETTER**  
**(FINAL COPY TO BE PROVIDED TO COMMISSION**  
**STAFF AT LEAST 10 DAYS PRIOR TO MAILING )**

Dear Village of Cleves Electricity Customer,

Thank you for your participation in the Village's Electric Aggregation Program! Your price will be xxx cents per kWh during 2013; this compares with a Duke Energy Ohio ("Duke") current average price to compare of xxx cents per kWh.

The electricity supplied by (CRES) will continue to be delivered to you by Duke, which will continue to maintain the utility system that delivers the electricity to your home, read your meter, and respond to emergencies. You will continue to be responsible to pay Duke for their distribution service charges, taxes and other charges approved by the Public Utilities Commission of Ohio. Duke will provide one bill for all charges, including (CRES's) electricity supply charges. Background information on the aggregation program can be found in the first paragraph of the enclosed terms and conditions.

You should be aware that if you use a substantial amount of electricity during the winter months of November through May yet have normal or low usage in the summer months, this program may not be beneficial to you. For commercial customers, the Duke price-to-compare varies based on the rate class and demand and energy usage parameters.

You also have the right to cancel your participation in the program without penalty at anytime. If you do not want to participate in the electric aggregation program, you must return the enclosed opt-out postcard within 21 days of the postmark on this notice.

Please be certain to read the accompanying terms and conditions of service. An environmental disclosure statement is displayed on (CRES's) website at \_\_\_\_\_ or can be viewed at the Village's administration offices at 101 North Miami Avenue.

If you have any questions or concerns, please call (CRES) Customer Care Center toll-free at 800-xxx-xxxx, Monday through Friday, 8:30 a.m. to 5:30 p.m.

Sincerely,

**Opt-out Reply Card – Village of Cleves Electric Aggregation Program.**

All eligible customers in the Village of Cleves are automatically included in the program unless you opt out on or before 21 days after the postmark of this notice.

E-mail

By providing my e-mail address, I authorize (CRES) to send me information via e-mail about available future offers.

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**DRAFT TERMS AND CONDITIONS  
(FINAL COPY TO BE PROVIDED)**

On November 6, 2012 residents of the Village of Cleves authorized the Village, under Ohio Revised Code 4928.20, to enter into contracts for electricity on their behalf. The elected officials of the Village have negotiated the following price, terms, charges, and conditions with CRES. The CRES under license number xx-xxxx issued by the Public Utilities Commission of Ohio (PUCO) may offer and supply electric generation services in Ohio. "We", "us" or "our" refers to CRES. "You" or "your" refers to the customer. These Terms and Conditions govern your purchase of electric generation services from (CRES). Please keep a copy for your records.

**1. Guaranteed Price: TO BE NEGOTIATED WITH (CRES).**

In addition, you are responsible for paying Duke Energy Ohio's (Duke's) distribution and applicable taxes and any other Duke charges approved by the PUCO. If you have any questions regarding your distribution service or fees please contact Duke directly at 1-800-544-6900.

**2. Term/Renewal:** Ongoing service will continue until your xxxxx meter reading. Should the program continue beyond xxxxx, you will be provided information on the price and terms for service beyond that point and the ability to opt-out of the program without penalty.

**3. Cancellation Provisions:** You may cancel service at any time without penalty. Should you cancel service with (CRES) and switch back to Duke, you may not be served under the same rates and conditions that apply to other customers served by Duke.

**4. Billing:** You will continue to receive a single bill from Duke that will contain Duke's charges and our charges including any applicable late payment fees. If you are currently on a budget bill and/or automated payment plan, you need to take no further action to remain on the plan. Bills will be due according to Duke's billing schedule. Failure to pay our charges or Duke's charges in a timely manner may result in disconnection of your service. Non-payment of (CRES) charges may also result in you being returned to Duke's standard offer service upon fourteen (14) days written notice. You have the right to request, twice within a twelve month period, up to 24 months of payment history for services provided by (CRES).

**5. Information Disclosure:** (CRES) will not disclose information received from Duke regarding your account to any third party without prior written authorization from you.

**6. Environmental Disclosure:** The environmental disclosure information is shown at (CRES) website. The specific web address for this information is: (CRES.com). You agree that (CRES) may make its required quarterly updates electronically at its website. We will also provide the information upon request.

**7. Dispute Procedures:** Contact (CRES toll free at 1-800-XXX-XXXX), or by mail at \_\_\_\_\_ with any questions concerning (CRES) service. If your complaint is not resolved after you have called (CRES) and/or Duke, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or for TTY at 1-800-686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. week days, or at [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov). Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at [www.pickocc.org](http://www.pickocc.org).



**8. Limits on Warranty and Damages:** You understand and agree that there are no warranties, either express or implied, associated with this offer or the electric service sold hereunder. We will bear no liability to you or any third party for consequential, punitive, incidental, special or other indirect damages.

**9. Assignment:** We may assign this agreement to an affiliate, in whole or in part. We will provide you a thirty (30) day notice of any assignment.

**10. Expiration:** This offer expires on the date of expiration of the Opt-out notice.

**EXPERIENCE**

## **EXPERIENCE**

The Village of Cleves was first founded in 1818 and is approximately 16 miles west of downtown Cincinnati. The Village encompasses an area of 1.6 square miles with a population of approximately 3,200. The Village has a mayoral form of government and in addition to the Mayor there are nine Council members who over-see the Village administration and services.

The Village has its own police and fire departments as well as a water works facility. In addition to its own expertise in customer service and related matters, the Village has retained the services of Eagle Energy, LLC to assist in the development and the administration of its governmental aggregation program. Eagle Energy is also certified by the Commission and has previously successfully assisted the Villages of Amberley, Glendale, Indian Hill, Lockland, Green and Columbia Townships and the Cities of Cheviot and Springdale with their respective aggregation programs. In addition, the principals of Eagle Energy have more than one hundred years of regulatory experience. Eagle has been retained by the Village to assist in the negotiation of the CRES contract, design and implementation of the program and the reporting requirements of the Commission.

The Mayor of the Village will handle customer inquiries and Eagle Energy will also assist in this vital customer service effort. It is expected that the CRES will also have a customer service center with an "800" number so customers may discuss issues directly with the CRES. It is expected that a contract will be executed by the Village with a CRES to provide electric supply service since the Township does not intend to provide this service. Duke Energy will continue to provide electric distribution services. Also, the Township shall cooperate with the Commission Staff on any related utility matter including the investigation of any customer complaint regarding service offered or provided and will fully comply with the Commission's rules adopted pursuant to §4929.20 of the Revised Code.

Additional details concerning aggregation service shall be provided to the Commission after a contract with a CRES has been executed if said contract materially impacts the Application. As already stated, Exhibit A-4 shall be timely submitted to the Commission Staff as soon as a final draft is prepared after the CRES contract is executed and at least ten (10) days prior to any customer contact being made.

## EXHIBIT A-6

An additional resource for regulatory or emergency matters is the following individual:

Name: Donald Marshall  
Title: President, Eagle Energy  
Business Address: 4465 Bridgetown Road  
Cincinnati, Ohio 45211  
Telephone: (513) 251-7283  
E-mail Address: [eagleenergy@FUSE.net](mailto:eagleenergy@FUSE.net)

## **EXHIBIT A-7**

An additional resource for the Commission Staff in the investigation of customer complaints is the following individual:

Name: James Macenko  
Title: Vice-President, Eagle Energy  
Business Address: 4465 Bridgetown Road  
Cincinnati, Ohio 45211  
Telephone: (513) 251-7283  
E-mail Address: [eagleenergy@FUSE.net](mailto:eagleenergy@FUSE.net)