

Eagle Energy, LLC

4465 Bridgetown Road
Cincinnati, OH 45211

(513) 251-7283

February 6, 2012

FILE

10-150-EL-GAG

22

Ms. Betty McCauley, Secretary
The Public Utilities Commission of Ohio
Docketing Division
13th Floor
180 East Broad Street
Columbus, Ohio 43215-3793

Dear Secretary McCauley:


Please find enclosed an original and ten (10) copies of applications in the following cases:

Case No. 10-133-EL-GAG;
Case No. 10-150-EL-GAG; and,
Case No. 10-151-GA-GAG

The purpose of these filings is to request renewal of existing certificates for electric and natural gas governmental aggregation. The electricity applications include a draft of Exhibit A-4 since the Village of Glendale and Lockland have not finalized the selection of an alternative supplier at this time. However, after an alternative supplier is selected, Exhibit A-4 will be timely provided to the Commission Staff prior to its mailing to prospective program participants in each community.

If there are any questions concerning the enclosed applications, please contact our office. Thank you in advance for your consideration in these matters.

Sincerely,



Donald I. Marshall
President

cc: Mr. Chuck Stockhausen

Ms. Loretta Rokey, Administrator, Village of Glendale
Mr. David Krings, Administrator, Village of Lockland

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"Eagle Energy...Always at your service"

ORIGINAL

BEFORE

THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Application of the)
Village of Glendale for the Renewal of)
Its Certificate as a Governmental)
Aggregator for Electric Service Pursuant)
to Section 4928.20 of the Revised Code.)

Case No. 10-150-EL-GAG



The Public Utilities Commission of Ohio

Original GAG Case Number	Version
10-150-EL-GAG	August 2004

RENEWAL APPLICATION FOR GOVERNMENTAL AGGREGATORS

Please print or type all required information. Identify all attachments with an exhibit label and title (Example: Exhibit A-4 Opt-Out Form). All attachments should bear the legal name of the Applicant and should be included on the electronic copy provided. Applicants should file completed applications and all related correspondence with: Public Utilities Commission of Ohio, Docketing Division, 180 East Broad Street, Columbus, OH 43215-3793.

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

A. RENEWAL INFORMATION

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

Legal Name Village of Glendale, Ohio

Address 30 Village Square, Glendale, Ohio 45246

PUCO Certificate # and Date Certified 10-200E(1); March 10, 2010

Telephone # (513) 771-7200 Web site address (if any) www.glendaleohio.org

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

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

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

A-4 **Exhibit A-4 Automatic Aggregation Disclosure - "Opt-out Form"** provide a copy of the disclosures/"opt-out" required by Section 4928.20(D) of the Revised Code, if its aggregation program provides for automatic aggregation in accordance with Section 4928.20(A) of the Revised Code. If the opt-out is in draft form, docket the final opt-out (including beginning and ending dates of the 21-day -out period and the selected CRES supplier) with the Commission within 10 days prior to providing or offering service. See #12 in the attached Affidavit .

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

Name Loretta Rokey
Title Administrator
Business address 30 Village Square, Glendale, Ohio 45246
Telephone # (513) 771-7200 Fax # (513) 771-7318
E-mail address (if any) lrokey@glendaleohio.org

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

Name Loretta Rokey
Title Administrator
Business address 30 Village Square, Glendale, Ohio 45246
Telephone # (513) 771-7200 Fax # (513) 771-7318
E-mail address (if any) lrokey@glendaleohio.org

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

Customer Service address 30 Village Square, Glendale, Ohio 45246
Toll-free Telephone # (513) 771-7200 Fax # (513) 771-7318
E-mail address (if any) lrokey@glendaleohio.org

Loretta Rokey Village Administrator
Signature of Applicant & Title

Sworn and subscribed before me this 6th day of February, 2016
Month

[Signature]
Signature of official administering oath

Loretta Rokey, Administrator
Kathryn Holder, Financial Service Representative
Print Name and Title

My commission expires on May 1st, 2016



KATHRYN A. HOLDER
Notary Public, State of Ohio
My Commission Expires
May 1, 2016

AFFIDAVIT

State of Ohio :

Glendale ss.
(Town)

County of Hamilton :

Loretta Rokay, Affiant, being duly sworn/affirmed according to law, deposes and says that:

He/She is the Administrator (Office of Affiant) of the Village of Glendale (Name of Applicant);

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

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

11. The Applicant herein, attests that it will inform the Commission of any material change to the information supplied in the renewal application within 30 days of such material change, including any change in contact person for regulatory purposes or contact person for Staff use in investigating customer complaints.
12. The Applicant herein, attests that if the opt-out is in draft form, the Applicant will docket the final opt-out (including beginning and ending dates of the 21-day -out period and the selected CRES supplier) with the Commission within 10 days prior to providing or offering service.

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

[Signature] Village Administrator
Signature of Applicant & Title

Sworn and subscribed before me this 6th day of February, 2012
Month Year

[Signature]
Signature of official administering oath

Loretta Robey, Administrator
Kathryn Holder, Financial Service Representative
Print Name and Title

My commission expires on May 1st, 2016



KATHRYN A. HOLDER
Notary Public, State of Ohio
My Commission Expires
May 1, 2016

AUTHORIZING ORDINANCE PURSUANT TO §4928.20(A)

VILLAGE OF GLENDALE

ORDINANCE 2009-42

COPY

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

WHEREAS, the Ohio Legislature has enacted electric deregulation legislation which authorizes the legislative authorities of municipal corporations, townships and counties to aggregate the retail electric loads located in the respective jurisdictions and to enter into service agreements to facilitate for those loads the purchase and sale of electricity;

WHEREAS, such legislative authorities may exercise such authority jointly with any other legislative authorities;

WHEREAS, governmental aggregation provides an opportunity for residential and small business customers collectively to participate in the potential benefits of electricity deregulation through lower electric rates which they would not otherwise be able to have individually;

WHEREAS, this Council seeks to establish a governmental aggregation program with opt-out provisions pursuant to Section 4928.20, Ohio Revised Code, ("the aggregation program"), for the residents, businesses and other electric consumers in the Village and in conjunction jointly with any other municipal corporation, township, county or other political subdivision of the State of Ohio, as permitted by law.

**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF
GLENDALE, STATE OF OHIO:**

SECTION 1. This Council finds and determines that it is in the best interest of Glendale, its residents, businesses and other electric consumers located within the corporate limits of Glendale to establish the Aggregation Program in Glendale. Provided that this Ordinance and the Aggregation Program is approved by the electors of Glendale pursuant to Section 2 of this Ordinance, Glendale is hereby authorized to aggregate in accordance with Section 4828.20, Ohio Revised Code, the retail electric loads located within Glendale, and, for that purpose, to enter into service agreements to facilitate for those loads the sale and purchase of electricity. Glendale may exercise such authority jointly with any other municipal corporation, township, or county or other political subdivision of the State of Ohio to the full extent permitted by law. The aggregation will occur automatically for each person owning, occupying, controlling or using an electric load center proposed to be aggregated and will provide for the opt-out rights described in Section 3 of this Ordinance.

SECTION 2. The Board of Elections of Hamilton County is hereby directed to submit the following question to the electors of Glendale at the general election on November 3, 2009:

Shall the Village of Glendale have the authority to aggregate the retail electric loads located in the Village, 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

The Clerk of this Council is instructed to file a certified copy of this Ordinance and the proposed form of the ballot question with the County Board of Elections not less than seventy-five (75) days prior to November 3, 2009. The Aggregation Program shall not take effect unless approved by a majority of the electors voting upon this Ordinance and the Aggregation Program provided for herein at the election held pursuant to Section 2 and Section 4928.20 of the Ohio Revised Code.

SECTION 3. Upon the approval of a majority of the electors voting at the election provided in Section 2 of this Ordinance, this Council individually or jointly with any other political subdivision, shall develop a plan of operation and governance for the Aggregation Program. Before adopting such plan, this 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 electrical 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 Aggregation Program and will remain so enrolled unless the person affirmatively elects by a stated procedure not to be so enrolled. The disclosure shall state prominently the rates, charges, and other terms and conditions of enrollment. The stated procedure shall allow any person enrolled in the Aggregation Program the opportunity to opt-out of the program every three years, without paying a switching fee. Any such person that opts out of the Aggregation Program pursuant to the stated procedure shall default to the standard service offer of Duke Energy until the person chooses an alternative supplier of electricity.

SECTION 4. This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance 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. Notice of the adoption of this Ordinance shall be given once by publishing the title of the Ordinance in an abstract prepared by the Solicitor in the *Glendale Village Bulletin*.

Passed August 3, 2009

Joseph C. Hubbard, Mayor

Attest:

W. Charles Ehlers, Clerk

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 Village of Glendale
(Name of Subdivision)
on the 3rd day of November, 2009, the vote cast on the following issue was
as follows:

Issue 32

Proposed Electric Aggregation

(Tax levy, bond issue, miscellaneous question, etc.-describe fully)

Votes <u>Yes</u>	<u>764</u>
(For, yes, etc.-as on ballot)	(Number)
Votes <u>No</u>	<u>229</u>
(No, against, etc.-as on ballot)	(Number)
Total vote cast on issue:	<u>993</u>
	(Number)

IN WITNESS WHEREOF, we have hereunto subscribed our names officially at Cincinnati
Ohio, this 21st day November, 2009.

[Signature]
Timothy M. Burke Chair
Charles H. Grunhardt III
V. Daniel Radford

Attest:

[Signature]
Director

BOARD OF ELECTIONS

Hamilton County, Ohio

EXHIBIT A-3

1

OPERATION AND GOVERNANCE PLAN PURSUANT TO §4928.20(C)

PLAN OF OPERATION AND GOVERNANCE
OF
VILLAGE OF GLENDALE, 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

Introduction. The Village of Glendale (Glendale) obtained voter approval to offer an electric aggregation program pursuant to §4928.20, Ohio Revised Code (ORC) on November 3, 2009. As a result of the voter's affirmative vote, Glendale shall offer an "opt-out" electric aggregation program to all eligible customers¹; i.e., all residential customers and non-mercantile commercial, industrial and other public authority customers within Glendale. The plan will be available to approximately 1500 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. 2009-42 adopted by the elected officials of Glendale 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. 2009-42 was passed on November 3, 2009 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 December 7 and 15, 2010 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 Glendale.

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:

1. Services to be Provided. Glendale intends to enter into a contract with a CRES to provide generation and transmission services. The CRES contract shall include all

¹ As further defined herein. Certain customers may not be eligible to participate. In addition, Glendale may consider other factors such as savings opportunities that could impact different rate classes and/or consumption patterns among customers differently. The result would be that certain customers may not be included in a particular rate offer. However, Glendale will not conduct a mailing at any time unless the majority of residential customers are included in said mailing.

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. Glendale 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. 19². Customers enrolled in the program shall receive relief from certain other Riders and the rates associated with basic generation (PTC-BG) contained in Duke's tariff. Glendale has retained Eagle Energy to assist in the identification of potential benefits for customers. Benefits may include savings against the prevailing price-to-compare of Duke with the contract rate of the CRES. The rate comparison will be contained in the notice to be received by the customer. A surcharge authorized under §4928.20(I) is not applicable at the current time.
3. Standby Service. Currently, avoidance of certain rate riders within Duke's rate structure requires action by customers, which is inconsistent with the opt-out program, which requires no action by the customer. In addition, Glendale does not want customers to be subject to market-based rates in the event a customer returns to Duke. For these reasons, Glendale currently intends for customers to pay all rate Riders imposed by Duke that shall permit customers to return to Duke on a full-requirements basis without penalty. The goal of Glendale 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. Glendale shall request Duke for a customer list that identifies potential customers within its geographic boundary. The customer list shall be provided to the CRES and will be used as the basis for developing a mail file for the opt-out notice following noted exclusions, if any. 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.

² 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 Glendale;
- (e) Customers who have elected to be on the “do not aggregate” list provided by §4928.21(C);
- (f) Mercantile customers;
- (g) Customers with an unsatisfactory credit rating; and,
- (h) Customers enrolled in the Percentage of Income Payment Plan (PIPP).

Customers in categories (b) through (h) shall not appear in the customer list provided by Duke. Customers within the above 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 instructions on how to opt-out of the program³. 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 follows⁴:

Rate RS, Sheet No. 30.12;
Rate DS, Sheet No. 40.13; and,
Rate DM, Sheet No. 43.13.

The current tariffs have an effective date of July 13, 2009.

8. Billing Procedures. The contract with the CRES shall include billing procedures but the goal of Glendale 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.

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

⁴ See footnote 2 also.

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. Glendale 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 Glendale 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 Glendale	(513) 771-7200
Eagle Energy	(513) 251-7283
Ohio Consumers' Counsel	(877) 742-5622
CRES	"800" number 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 Glendale, may contact Glendale, Eagle Energy or the CRES at any time to obtain enrollment⁵ information. The CRES shall have sole discretion to permit new customers to enroll into the Plan at no charge.

12. Customer Who Move. Enrolled customers who move from one location to another within the geographical boundaries of Glendale 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.

⁵ Enrollment must be authorized by Duke.

14. Other Matters. A copy of this Plan shall be available at the Glendale offices for public inspection and shall be made available to any customer upon request. Glendale 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.

AUTOMATIC AGGREGATION DISCLOSURE PURSUANT TO §4928.20(D)

**DRAFT NOTICE LETTER
(FINAL COPY TO BE PROVIDED)**

Dear Village of Glendale Electricity Customer,

Thank you for your participation in the Village of Glendale's Electric Aggregation Program! Your price will be xxx cents per kWh during 2010; this compares with a Duke Energy Ohio ("Duke") average price to compare of xxx cents per kWh during this same period. Duke's price to compare may increase or decrease each quarter.

As a program participant, your current contract pricing - xxx cents per kWh will extend the program through your January 2012 meter reading date.

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.

Your participation will be extended to your January 2012 meter readings automatically. 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 of Glendale's administration offices.

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

Sincerely,

**DRAFT OPT-OUT REPLY
(FINAL COPY TO BE PROVIDED)**

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

By signing and returning this form, I understand I will not be a participant in the electric aggregation program and I will remain a customer of Duke Energy Ohio.

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

Daytime Phone: * * * * *

E-mail

Address: * * * * *

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

Customer Signature

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

On November 3, 2009 residents of the Village of Glendale 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 January 2012 meter reading. Should the program continue beyond January 2012, 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. 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.

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 electricity 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.