



The Public Utilities Commission of Ohio

Original GAG Case Number	Version
05 - 1501 -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 Colerain Township

Address 4200 Springdale Road, Colerain Township, Ohio 45251

PUCO Certificate # and Date Certified Certificate No. 06-131(E)4 Issued 1/6/2006

Telephone # (513) 385-7500 Web site address (if any) www.coleraintwp.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 Matthew M. Walz
Title Vice President of Marketing
Business address Duke Energy Retail Sales, 139 East 4th St, Cincinnati, OH 45202
Telephone # (513) 287-2165 Fax # (513) 629-5559
E-mail address (if any) matthew.walz@duke-energy.com

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

Name William Fleissner
Title Manager Retail Operations
Business address Duke Energy Retail Sales, 139 East 4th St, Cincinnati, OH 45202
Telephone # (513) 287-2127 Fax # (513) 629-5630
E-mail address (if any) william.fleissner@duke-energy.com

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

Customer Service address Duke Energy Retail Sales, 139 East 4th St, Cincinnati, OH
Toll-free Telephone # (800) 920-5039 Fax # (513) 629-5630
E-mail address (if any) Save.ders@duke-energy.com

John A. Baker Assistant Administrator
Signature of Applicant & Title

Sworn and subscribed before me this 14th day of Nov., 2013
Month Year

Deborah A. Fales
Signature of official administering oath

Deborah A. Fales / Notary
Print Name and Title



DEBORAH A. FALES
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES SEPT 21, 2014

My commission expires on Sept 21, 2014

AFFIDAVIT

State of Ohio :

COLUMBIA ss.
(Town)

County of Hamilton:

Frank R. Kewhurn, Affiant, being duly sworn/affirmed according to law, deposes and says that:

He/She is the Assistant Admin. (Office of Affiant) of Columbia Twp (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.

Deborah A. Fales Assistant Administrator
Signature of Affiant & Title

Sworn and subscribed before me this 14th day of Nov., 2013
Month Year

Deborah A. Fales
Signature of official administering oath

Deborah A. Fales / Notary
Print Name and Title

My commission expires on Sept 21, 2014



DEBORAH A. FALES
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES SEPT 21, 2014

COLERAIN TOWNSHIP EXHIBIT A-2 "AUTHORIZING ORDINANCE"

RESOLUTION NUMBER 30-05

COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO

A RESOLUTION AUTHORIZING ALL ACTIONS NECESSARY TO EFFECT A GOVERNMENTAL ELECTRICITY AGGREGATION PROGRAM WITH OPT-OUT PROVISIONS PURSUANT TO SECTION 4928.20, OHIO REVISED CODE, DIRECTING THE HAMILTON COUNTY BOARD OF ELECTIONS TO SUBMIT A BALLOT QUESTION TO THE ELECTORS AND AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH INDEPENDENT ENERGY CONSULTANTS, INC. FOR SUCH PURPOSES.

WHEREAS, the Ohio Legislature has enacted electric deregulation legislation ("Am. Sub. S.B. No. 3") which authorizes boards of township trustees and others to aggregate the retail electrical loads located in the respective jurisdictions and to enter into service agreements to facilitate for those loads the purchase and sale of electricity;

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 Board of Trustees 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 Township and in conjunction jointly with any other political subdivision of the State of Ohio, as permitted by law.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO, THAT:

SECTION 1. This Board of Trustees finds and determines that it is in the best interest of the Township, its residents, businesses and other electric consumers located within the corporate limits of the Township to establish the Aggregation Program in the Township. Provided that this Resolution and the Aggregation Program is approved by the electors of the Township pursuant to Section 2 of this Resolution, the Township is hereby authorized to aggregate in accordance with Section 4928.20, Ohio Revised Code, the retail electrical loads located within the Township, and, for that purpose, to enter into service agreements to facilitate for those loads the sale and purchase of electricity. The

Township may exercise such authority jointly with any other political subdivision of the State of Ohio using Independent Energy Consultants, Inc., an energy broker and aggregator certified by the Public Utilities Commission of Ohio, to the full extent permitted by law, and for such purpose, the Administrator is hereby authorized to execute and deliver a brokerage agreement with Independent Energy Consultants, Inc.. The aggregation will occur automatically for each person owning, occupying, controlling, or using an electric load center proposed to be aggregated and will provide for the opt-out rights described in Section 3 of this Resolution.

SECTION 2. The Board of Elections of Hamilton County is hereby directed to submit the following question to the electors of the Township at the general election on November 8, 2005:

"Shall the Township of Colerain have the authority to aggregate the retail electric loads located in the Township, and for that purpose, enter into service agreements to facilitate for those loads the sale and purchase of electricity, such aggregation to occur automatically except where any person elects to opt out, all in accordance with Section 4928.20 of the Ohio Revised Code and Resolution No. 30-05 adopted by Township Board of Trustees?"

The Clerk of this Board of Trustees 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 seventy-five (75) days prior to November 8, 2005. The Aggregation Program shall not take effect unless approved by a majority of the electors voting upon this Resolution and the Aggregation Program provided for herein at the election held pursuant to this Section 2 and Section 4928.20, 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 Board of Trustees individually or jointly through Independent Energy Consultants, Inc., shall develop a plan of operation and governance for the Electric Aggregation Program. Before adopting such plan, this Board of Trustees shall hold at least two public hearings on the plan. Before the first hearing, notice of the hearings shall be published once a week for two consecutive weeks in a newspaper of general circulation in the Township. The notice shall summarize the plan and state the date, time, and location of each hearing. No plan adopted by this Board of Trustees shall aggregate the electrical load of any electric load center within the Township unless it in advance clearly discloses to the person owning, occupying, controlling, or using the load center that the person will be enrolled automatically in the Aggregation Program and will remain so enrolled unless the person affirmatively elects by a stated procedure not to be so enrolled. The disclosure shall state prominently the rates, charges, and other terms and conditions of enrollment. The stated procedure shall allow any person enrolled in the Aggregation Program the opportunity to opt out of the program every two years, without paying a switching fee. Any such person that opts out of the Aggregation Program pursuant to the stated procedure shall default to the standard service offer provided under division (a) of Section 4928.14 or division (d) of Section

4928.35, Ohio Revised Code until the person chooses an alternative supplier.

SECTION 4. This Board of Trustees finds and determines that all formal actions of this Board of Trustees concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board of Trustees and that all deliberations of this Board of Trustees 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 immediately effective in order that a certified copy of this Resolution and the proposed form of the ballot question be filed with the Board of Elections of Hamilton County not later than seventy-five (75) days prior to the November 8, 2005 election, as provided herein; wherefore, this Resolution shall be in full force and effect immediately upon its adoption.

SECTION 6. That the Administrator is hereby authorized and directed to enter into an agreement with Independent Energy Consultants, Inc. for consulting services and any other required services related to electric utility deregulation for Colerain Township and ratifying any such services heretofore performed.


Adopted in special session on this 26th day of July, 2005.


BOARD OF TRUSTEES
COLERAIN TOWNSHIP
HAMILTON COUNTY, OHIO

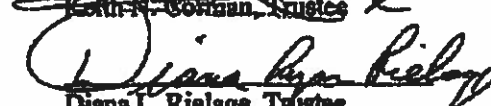
Attest:



Heather Harlow, Clerk

Approved as to form:


James E. Reuter (0011414)
3025 W. Galbraith Road
Cincinnati, Ohio 45239-4222
(513) 521 - 8400


Keith H. Cowman, Trustee


Diana L. Rielags, Trustee


Bernard A. Fiedeldey, Jr.,
Trustee and Chairman

ACCUMULATED TOTALS

0:09:02 9-Nov-2005 Combined Regular & Absent
GENERAL ELECTION
HAMILTON COUNTY, OHIO
NOVEMBER 8, 2005

Colerain Township Exhibit A-2 "Authorizing Ordinance" Election Results

	Total	Pct
#22 GREENHILLS VIL-TAX LEVY		
REN. 0.7ML 5YR RECREATION		
FOR THE TAX LEVY	837	73.42
AGAINST THE TAX LEVY	303	26.58
#23 GREENHILLS VIL-INCOME TAX INC.		
ADD 0.5% COE		
FOR THE INCOME TAX	762	66.84
AGAINST THE INCOME TAX	378	33.16
#24 LINCOLN HGTS VIL-TAX LEVY		
REN. & INC. 12ML 5YR COE		
FOR THE TAX LEVY	345	53.41
AGAINST THE TAX LEVY	301	46.59
#25 LINCOLN HGTS VIL		
PROP. RECALL		
YES	346	52.66
NO	311	47.34
#26 MARIEMONT VIL-TAX LEVY		
REN. 3ML 5YR PERM. IMPROV.		
FOR THE TAX LEVY	775	75.76
AGAINST THE TAX LEVY	248	24.24
#27 NEWTOWN VIL-TAX LEVY		
ADD 2.5ML 5YR COE		
AGAINST THE TAX LEVY	346	61.35
FOR THE TAX LEVY	218	38.65
#28 NORTH BEND VIL-TAX LEVY		
REPL. 1ML 5YR LIFE SQUAD		
FOR THE TAX LEVY	266	75.35
AGAINST THE TAX LEVY	87	24.65
#29 TERRACE PARK VIL-TAX LEVY		
REN. 9.5ML 1YR COE		
FOR THE TAX LEVY	537	75.74
AGAINST THE TAX LEVY	172	24.26
#30 WOODLAWN VIL		
PROP. CHARTER AMEND.		
NO	322	55.04
YES	263	44.96
#31 COLERAIN TWP-PROP. RESOLUTION		
NATURAL GAS AGGREGATION		
YES	7,133	60.85
NO	4,589	39.15
#32 COLERAIN TWP-PROP. RESOLUTION		
ELECTRIC AGGREGATION		
YES	7,016	59.90
NO	4,697	40.10

Colerain Township Exhibit A-3 "Operation and Governance Plan"

COLERAIN TOWNSHIP ELECTRIC AGGREGATION PROGRAM

PLAN OF OPERATION AND GOVERNANCE

For additional information contact:
Mark R. Burns, President
Independent Energy Consultants, Inc.
Ph: (330) 995-2675



Colerain Township Exhibit A-3 "Operation and Governance Plan"

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Colerain Township Exhibit A-3 "Operation and Governance Plan"

1. Purpose of Electric Aggregation Program & Services

This aggregation plan has been developed in compliance with Ohio Revised Code, Section 4928.20 regarding governmental aggregation of electric service. That section of the Code defines two different types of aggregation that may be enacted by a governmental entity; opt-in aggregation and opt-out aggregation. The Township of Colerain ("the Township") will administer an opt-out aggregation program that will be automatically include all eligible electric accounts receiving a beneficial offer from a Competitive Retail Electric Service Supplier (CRES Supplier). Those customers will be given prior notice entitling them to affirmatively elect not to be part of the Program.

The Township passed the necessary resolution to place the issue of Opt-out Governmental Aggregation of electricity on the November 8, 2005 ballot. The ballot issue subsequently passed by wide margin, receiving approximately 60 percent of the votes. The Township will follow the Plan of Operation and Governance ("Plan") outlined below. This Plan was adopted after two public hearings were held in accordance with section 4928.20 (C) of the Ohio Revised Code.

The Township's Aggregation Program ("Program") seeks to aggregate the retail electric loads of consumers located in the Township to negotiate the best rates for the generation supply of electric power. With a Township population of approximately 60,000 the Program has the potential to combine approximately 26,000 residential accounts and small commercial accounts into a buying group that will be attractive to a Competitive Retail Electric Service Supplier (CRES Supplier). Participation in the Program is voluntary. Any individual customer (Member) has the opportunity to decline to be a member of the aggregation program and to return to the Cinergy standard offer of service or to enter into a power supply contract with any CRES Supplier.

Residential and small commercial electric customers often lack the ability to effectively negotiate electric supply services. The Township's Program provides them an opportunity to benefit from professional representation and bargaining power achieved through an aggregation program.

The aggregation program is designed to reduce the amount Members pay for electric energy and to gain other favorable terms of service. The Township will not buy and resell the power to the Program Members. Instead, the Township will competitively bid and negotiate a contract with a CRES Supplier to provide firm, all-requirements generation service to the Members of the aggregation program.

Due to the complexity of deregulation of the electric utility industry, the Township has entered into contract with Independent Energy Consultants, Inc. (Independent Energy Consultants), a PUCO certified broker and aggregator of natural gas and electricity. Among other things, Independent Energy Consultants will provide these consulting services:

- Draft and assist in maintaining this Plan of Operation and Governance
- Lead the required Public Hearings and attend Board of Trustees meetings
- Assist the Township in the day-to-day administration of program (problem resolution, press releases, PUCO compliance, supplier liaison, contract review, etc.)
- Administer the Request for Proposal process, analyze supplier responses and provide recommendations for the supply agreement
- To review customer data provided by Cinergy that would serve as the basis for an opt-out notice

Colerain Township Exhibit A-3 "Operation and Governance Plan"

- To write/prepare reports on a quarterly/annual basis to the Township, PUCO, PUCO's Market Monitoring division, and the Ohio Consumers' Counsel.

2. Determination of Rates and Other Charges

2.1. Rates

Through the efforts of its consultant, Independent Energy Consultants, Inc., the Township will seek proposals from CRES suppliers. The request for proposals shall require the suppliers to offer a generation charge for firm, full-requirements supply. CRES Providers will bid by Cinergy customer rate classification or customer class. CRES Providers will be encouraged to bid on as many electric accounts as possible, but it is recognized that from a practical standpoint it is not likely that bids will be received for larger commercial and industrial accounts that require interval metering and individual price analysis. Furthermore, a CRES Provider may not be able to beat Cinergy's tariff rates for all customer classes and/or rate schedules. The prices to be charged to Members in the Program will be set by Township Trustees after negotiations with the selected CRES Supplier. Members will be notified of the rates and terms of the Program through a direct mailing sent to each eligible resident and business within the Township limits. Once offers are found a table similar to the one shown below will be populated to reflect the offer rates.

Cinergy Rate Schedule	CRES Supplier Offer Cents/kWh
RS – Residential Service	
ORH – Optional Residential with Electric Space Heating	
TD – Optional Time-of-Day	
DM – Secondary Distribution Service	
Other	

2.2 Charges

Neither the Township nor the selected Supplier will impose any terms, conditions, fees, or charges on any Member served by the governmental aggregation unless the particular term, condition, fee, or charge is clearly disclosed to the Member at the time the Member chose not to opt-out of the aggregation

Cinergy will continue to bill for *Late Payment, Delivery Charges, Transition Charges and Monthly Service Fee*, etc. These charges apply whether or not a Member switches to the Programs CRES supplier. Switching generation suppliers will not result in any new charges billed to the Member.

2.3 Switching Fees

Beginning January 1, 2006 Cinergy will charge CRES suppliers a fee of \$7 per customer enrollment. There are no switching fees billed directly to customers.

2.4 Early Termination Fee

Members may terminate their agreement without penalty if they relocate outside of the

Colerain Township Exhibit A-3 "Operation and Governance Plan"

Township. Members that leave for other reasons may be assessed an early termination fee by CRES supplier. Early termination fees are standard in most electric contracts. The Township will negotiate with the CRES supplier to ensure that any early termination fee assessed is reasonable and clearly stated in the opt-out disclosure notice.

3. Process for Providing Opt-Out Disclosure Notices

When a successful supply offer is found the Township shall order the eligible customer list from Cinergy. Cinergy shall turn over the list to the Township or its consultant upon request. Once the list is obtained, it will be shared with the selected CRES supplier and they will have 30 days from the Township's receipt of the data to mail the opt-out notices to all eligible Members receiving an offer.

The selected CRES supplier will be required to pay for printing and mailing of opt-out disclosure notices. The notices will be mailed to the owner or occupant residing at the electric account mailing address shown on Cinergy's customer list. A Township official will sign the notice and it will contain the Township's name and logo on the outside to clearly indicate to the recipient that it is a notice from the Township.

Prior to mailing opt-out notices a thorough review will be performed to see that all eligible Members receiving an offer are sent the notice. The review process will include the efforts of numerous parties and utilize a number of resources as specified in section four of this plan.

Following acceptance of an offer by the Township, the CRES supplier will mail opt-out notices to eligible Members. Members will have 21 days from the postmark date on the notice to postmark the return opt-out card if they do not wish to participate in the Township's program.

In the event that an eligible Member is inadvertently not sent an opt-out notice and is omitted from the Program, the CRES supplier shall, upon request, enroll the eligible Member at the group rate for the remaining term.

4. Determination of Eligible Customer Pool

Under the opt-out aggregation provisions, all eligible electric consumers within the Township will be automatically included in the Program. However, such customers will be given prior notice entitling them to affirmatively elect not to be part of the Program.

Prior to mailing opt-out notices a thorough review will be performed to see that all ineligible customers are excluded. The review process will include the efforts of numerous parties and utilize a number of resources:

- Cinergy's will query their customer database using best efforts to capture all accounts within the Township limits. If desired, the Township is entitled to request Cinergy analyze the data, for an additional fee, to ensure that no one outside Township limits appears in the data;
- The Township's consultant working with the CRES supplier, available Township resources and publicly available material shall screen out customers who are not located within the Township limits. Those resources may include any or all of the following: Property records, water and/or sewer records, fire and/or police department address records, 911 address records, street listings, Township maps, internet maps, county parcel mapping

Colerain Township Exhibit A-3 "Operation and Governance Plan"
databases, and outside consulting services specializing in geographical information systems (GIS).

- Ineligible accounts will be screened out based on codes provided in the Cinergy data.
- The data shall be reviewed to see that all zip codes have been included, all streets included, all customer classes, all customer rate schedules, and finally that an expected total for a community of this population was turned over.
- Any suspected omissions will be reported to Cinergy along with a request to furnish that data.

5. Opt-Out Process

The Township is using an Opt-Out form of Governmental Aggregation pursuant to section 4928.20 of the Ohio Revised Code. Any such person that opts-out of the aggregation program pursuant to stated procedure will default to the standard service offer provided by Cinergy until the person chooses an alternative supplier.

When a successful supply offer is found the Township shall order the eligible customer list from Cinergy. Cinergy shall turn over the list to the Township or its consultant upon request. Once the list is obtained, it will be shared with the selected CRES supplier and they will have 30 days from the Township's receipt of the data to mail the opt-out notices to all eligible Members receiving an offer.

The selected CRES supplier and the Township will agree upon the format of the opt-out notice and will docket a sample with the PUCO at least ten days prior to mailing it to eligible Members.

The selected CRES supplier will be required to pay for printing and mailing of opt-out disclosure notices. The notices will be mailed to the owner or occupant residing at the electric account mailing address shown on Cinergy's customer list. A Township official will sign the notice and it will contain the Township's name and logo on the outside to clearly indicate to the recipient that it is a notice from the Township.

Prior to mailing opt-out notices a thorough review will be performed to see that all eligible Members receiving an offer are sent the notice. The review process will include the efforts of numerous parties and utilize a number of resources as specified in section four of this plan.

Following acceptance of an offer by the Township, the CRES supplier will mail opt-out notices to eligible Members receiving an offer. Members will have 21 days from the postmark date on the notice to postmark the return opt-out card if they do not wish to participate in the Township's program. Members may also call the CRES supplier's toll-free recorded phone number to opt-out. The selected CRES supplier will not enroll those accounts opting out from the Program.

In the event that an eligible Member is inadvertently not sent an opt-out notice and is omitted from the Program, the CRES supplier shall, upon request, enroll the eligible Member at the group rate for the remaining term.

All members of the Program will also be given an opportunity to opt-out without penalty at least once every two years.

Colerain Township Exhibit A-3 "Operation and Governance Plan"

Procedure Steps:

1. The selected CRES supplier and the Township will agree upon the format of the opt-out notice and will docket a sample with the PUCO at least ten days prior to mailing it to eligible Members.
2. The selected supplier will distribute an Opt-Out Form to all eligible Members via first class U.S. Mail;
3. Recipients will have 21 days from the postmark on the notice to notify the selected CRES supplier if they do not want to be part of the program;
4. Members will have two means of opting out (i) returning an opt-out card via U.S. Mail to the selected CRES supplier or (ii) making a toll-free recorded phone call to the CRES supplier informing them of their intention to opt-out
5. Additionally, Members who do not opt-out per step 4 above will receive written notification from Cinergy stating that they are about to be switched. That notice will inform them that they have 7 days to rescind the contract by contacting Cinergy; and
6. The selected CRES supplier will not enroll those accounts opting out from the Program.

The opt-out notice will clearly notify the Program Members of the rates to be charged for electricity and other terms of the contract with the selected supplier. The notice will also satisfy the requirements for disclosing the environmental impact of the generation sources used to supply the program.

6. Customer Classes Included

All eligible Members are included in the Program but the selected CRES supplier's offer will determine which groups receive an offer and opt-out notice. It is envisioned that residential and small commercial customers supplied by Cinergy within the Township limits are the most likely to receive an offer. The specific rate schedules will be identified in Section 2 of this Plan of Operation. In addition to having a rate schedule listed in Section 2, the following eligibility requirements apply.

- Customers must be up to date with their bill payment;
- Customers must not have not Opted-out of the Program;
- Customers must not be supplied generation service from another CRES provider;
- Customers must not be in the Percentage of Income Payment Program (PIPP);
- Commercial Customers must have a Peak Demand of less than 100 kW; and
- Commercial Customers must not have interval metering.

7. Billing Procedures

The Township will utilize the coordinated billing services of Cinergy and the selected CRES supplier. Most customers are expected to receive a single bill from Cinergy that itemizes among other things, the cost of generation provided by the CRES supplier. In some instances, particularly for commercial accounts, the CRES supplier may request that dual billing may be used. In this case the supplier would issue a bill for their supply service and Cinergy would issue a bill for their delivery services.

Members currently on budget billing will continue to be budget billed. Cinergy's process will remain the same and the new CRES Supplier rate would be incorporated on a rolling 12-month basis. Members wishing to start budget billing should contact Cinergy. The process will take place

Colerain Township Exhibit A-3 "Operation and Governance Plan"
in accordance with Cinergy's policy and is not unique to the Township's Program.

Members are required to remit and comply with the payment terms of Cinergy and/or their supplier if dual billing is used. This Program will not be responsible for late or no payment on the part of any of its members. Furthermore, slow or no payment on the part of some Members will not adversely impact the rates charged to other Members. The selected Supplier shall not charge more than 1 ½ percent per month for overdue balances owed to the selected Supplier.

8. Credit/Deposit Requirements

Collection and credit procedures remain the responsibility of the Cinergy, the selected Supplier and the individual Member. Members are required to remit and comply with the payment terms of Cinergy. This Program will not be responsible for late or no payment on the part of any of its Members. The Township will have no separate credit or deposit policy.

9. Procedures for Handling Customer Complaints and Dispute Resolution

Members have multiple means of addressing complaints. As a general rule, concerns regarding service reliability should be directed to Cinergy, questions regarding the Program administration should go to the Township, billing questions should be directed to Cinergy/the selected supplier and any unresolved disputes should be directed to the Public Utilities Commission of Ohio and/or The Ohio Consumers' Counsel. Listed below is a table of toll-free numbers for members to call for assistance.

Nature of Complaint	Contact	Phone Number
Service interruptions or emergencies	Cinergy	1-800-543-5599
Service turn on/off	Cinergy	1-800-544-6900
Billing disputes – Delivery Charges	Cinergy	1-800-544-6900
Billing disputes – Supplier charges	CRNGS Supplier	TBA
Joining/Leaving Program	CRNGS Supplier	TBA
Aggregation Program Questions	Colerain Township Independent Energy Consultants	(513) 385-7500 1-888-862-6060
Unresolved Disputes	Public Utilities Comm. (voice)	1-800-686-7826
Unresolved Disputes	Public Utilities Comm. TDD/TTY	1-800-686-1570
General Information – residential	Ohio Consumers' Counsel	1-877-742-5622

10. Moving Into/Within the Township of Colerain

Utility rules require that people moving into a different residence, new construction or otherwise, be assigned a new account number and be served for at least one month by the local utility before they can switch to a new supplier. The above-mentioned are examples of utility rules approved by the PUCO that will impact the operation of Colerain's aggregation program.

Residents and businesses that move into the Township will not be automatically included in the Township's Program. The Township cannot guarantee the rates, terms and conditions to Members enrolling after the 21-day opt-out period of the initial enrollees. Members wishing to opt-in to the Program may contact the Township or the CRES supplier to obtain enrollment information. There is, however, no guarantee that customers opting-in at a later date will receive the same price, terms

Colerain Township Exhibit A-3 "Operation and Governance Plan"
and conditions as did the initial participants. The selected CRES supplier's decision whether or not to extend an offer will be based, in part, on the market prices at the time of request.

Members who move within the Township limits and are assigned a new account number by Cinergy will be treated in the same manner as a new resident. They will not be automatically enrolled, but may contact the CRES supplier concerning re-enrollment. Once again, there is no guarantee that the CRES Supplier will extend an offer, or an offer that is the same as that of the initial enrollees.

11. Moving Within the Township and Maintaining the Same Account Number

The selected CRES Supplier shall continue service at the same rate and under the same terms and conditions for any Member who relocates within the Township prior to the expiration of the contract term, providing that the Member notifies the CRES Supplier of their desire to do so with thirty (30) days written notice. Moving within the Township may cause the Member to be served for a brief period of time by the local utility. The CRES supplier shall have the right to bill the participant for any associated switching fee imposed by Cinergy.

12. Joining the Aggregation Group after Opting-Out

Members who have left the aggregation group and wish to rejoin at a later date are treated in the same manner as new residents moving into Colerain. These customers may contact the Township or the CRES supplier at any time to obtain enrollment information. There is however, no guarantee that customers opting-in at a later date will receive the same price, terms and conditions as did the initial participants.

13. Reliability of Power Supply

The Program will only affect the generation source of power. Cinergy will continue to deliver power through their transmission and distribution systems. Responsibility for maintaining system reliability continues to rest with Cinergy. If Members have service reliability problems they should contact Cinergy for repairs. The PUCO has established "Minimum Reliability Standards" for all utilities operating distribution systems in Ohio. Customer outages, duration of outages, interruptions, etc., are monitored to ensure reliability remains at satisfactory levels.

In addition to maintaining the "wires" system, Cinergy is required to be the "Provider of Last Resort." This means, should the selected CRES supplier fail for any reason to deliver any or all of the electricity needed to serve the Members needs, Cinergy will immediately provide for the shortfall. Cinergy would then bill the supplier for the power provided on their behalf. The Members would incur no additional cost.

14. Supplier Qualification Selection Criteria

Only Suppliers meeting strict criteria will be considered.

- Suppliers will need to be certified by the Public Utilities Commission of Ohio
- Registered with Cinergy Corporation to do business in their service territory. Both the certification and registration ensure that Suppliers possess the managerial, technical, and financial competence to perform the services they offer.
- Successfully completed Electronic data Interchange (EDI) computer system testing with Cinergy to support Governmental Aggregation Program transactions.

Colerain Township Exhibit A-3 "Operation and Governance Plan"

- Agree to hold harmless the Township from any financial obligations arising from the Program.
- The selected CRES supplier will need to agree to notify the Township and negotiate with the Township at least 60 days in advance of attempting to terminate the agreement for any reasons other than (i) the scheduled end date or (ii) Force Majeure.
- The selected CRES supplier shall demonstrate its creditworthiness by possessing an investment grade long-term bond ratings from at least two of the following rating agencies:

Standard & Poors	BBB or Higher
Moody's Investors' Services	Baa3 or Higher
Fitch ICBA	BBB or Higher
Duff & Phelps	BBB or Higher

Should the CRES supplier be unable to demonstrate its creditworthiness, the supplier will be required to provide:

- a Letter of Credit; or
- a Parental Guaranty from a company that is deemed creditworthy; or
- a Surety Bond.
- Details of the credit type and amount will be subject to negotiation.

15. Miscellaneous

The Township will maintain a copy of this Plan of Operation and Governance on file at its Administrative office. This Plan will be kept available for public inspection. It will, upon request, be copied for any existing or potential Members of the aggregation in accordance with the Township rules for copying public documents.

The Township will not materially alter this Plan of Operation and Governance without first notifying its Members.

The Township or the selected CRES supplier will not issue an opt-out notice before the Township has obtained its certification as a Governmental Aggregator of electricity from the Public Utilities Commission of Ohio.

The success of the Township's Aggregation Program relies in part to the cooperation it receives from Cinergy. In addition to other tasks, the Cinergy must turn over accurate customer data and perform the customer switching process in a timely manner. The Township will comply with PUCO rules, and will hold the Cinergy to its obligations under the same.

The Electric Aggregation Program may be terminated upon the termination or expiration of the supply contract without any extension, renewal or subsequent supply contract being negotiated. Each individual Member receiving electric supply service under the Program will receive notification 45-90 days prior to termination of the Program. In the event of termination, Members in the Township aggregation program would either return to Cinergy supply service or choose a CRES supplier on their own.

If the Township is unable to find a satisfactory offer at the end of an existing supply agreement, they have the option of maintaining their status as a Governmental Aggregator while they continue to seek offers for their Members.

Colerain Exhibit A-3
"Operations & Governance Plan"
Public Notice

THE CINCINNATI ENQUIRER
THE CINCINNATI POST
THE KENTUCKY POST

312 ELM STREET
CINCINNATI, OHIO 45202-2739
(513) 721-2700

AFFIDAVIT

(CASE NUMBER) TINA BURNS
(CAPTION COPY) NATURAL GAS AGGREGATION
(QUOTED COST) \$675.62
(AD #) 10658
(ORDER #) 1000172625

LEGAL NOTICE
Notice of Public Hearing
Sponsored by the Colerain
Township Board of Trustees
Colerain Township
Government Center
4300 Springdale Rd.
Cincinnati, OH 45251
Project: Natural Gas
GAS AGGREGATION PRO-
GRAM PLAN OF OPERATION
AND GOVERNANCE; AND
ELECTRIC AGGREGATION
PROGRAM PLAN OF OPERA-
TION AND GOVERNANCE
Notice: The Township of Cole-
rain will hold two public hear-
ings on its Natural Gas and
Electric Aggregation Pro-
gram Plan of Operation and
Governance. The first hearing
will be held at 7:00 p.m. on
Tuesday, November 15, 2005,
at the Administration Office
located at 4300 Springdale
Road, Colerain Township,
Ohio. The second hearing will
be at 7:00 p.m. on Tuesday,
November 22, 2005, at the
Administration Office located
at 4300 Springdale Road,
Colerain Township, Ohio. On
November 8, 2005, Township
of Colerain voters passed a
ballot question, which author-
ized the Township to form a
Governmental Natural Gas
Aggregation program for the
purchase of natural gas on
behalf of Colerain residents.
The Township of Colerain shall
adopt its Plan of Operation
and Governance pursuant to
Sections 4929.24 (C) of the
Revised Code and develop an
opt-out aggregation program
following the procedure set
forth in Ohio Revised Code
Section 4929.26. On Novem-
ber 8, 2005, Township of
Colerain voters passed a ballot
question, which authorized
the Township to form a Gov-
ernmental Electric Aggrega-
tion program for the purchase
of electricity on behalf of
Colerain residents. The Town-
ship of Colerain shall adopt its
Plan of Operation and Govern-
ance pursuant to Sections
4929.20 (C) of the Revised
Code and develop an opt-out
aggregation program follow-
ing the procedure set forth in
Ohio Revised Code Section
4929.20. The Plans of Opera-
tion and Governance will de-
scribe services provided, pro-
positional estimates, cost,
terminations of rates, opt-
out procedures, including
procedures, credit proce-
dures and joining/leaving the
aggregation procedures. All
eligible customers who receive
natural gas and/or electric
supply service from Chenergy
will be included in the Town-
ship's aggregation program.
If an eligible customer does
not receive a mailing notifying
them of the program, rates,
terms and conditions and their
right to opt-out.
THE COLERAIN TOWNSHIP
BOARD OF TRUSTEES
1000172625

STATE OF OHIO, SS.
HAMILTON COUNTY,

PERSONALLY APPEARED BEFORE ME,

A NOTARY PUBLIC, IN AND FOR HAMILTON
COUNTY, OHIO *Judy Smith*

WHO, BEING DULY SWORN, SAYS THAT THE

ANNEXED ADVERTISEMENT WAS PUBLISHED

IN THE

CINCINNATI ENQUIRER

DAILY NEWSPAPERS 2 TIMES TO WIT:

.....11/11/05 + 11/14/05.....

Judy Smith
AFFIANT

SWORN TO AND SUBSCRIBED BEFORE ME THIS

17 DAY OF Dec. 2005



Doris Thomas
NOTARY PUBLIC

DORIS THOMAS
Notary Public, State of Ohio
My Commission Expires Jan. 23, 2007


A WORLD OF DIFFERENT VOICES
WHERE FREEDOM SPEAKS

Colerain Township Exhibit A-4 "Automatic Aggregation Disclosure"

<Township letterhead and/or logo>

CRES supplier name
CRES supplier address

<Date>

Dear Colerain Township Resident:

I am pleased to announce that the Colerain Township Trustees and I have selected <CRES Supplier> as the electric supplier for our Governmental Aggregation Program. This letter informs you that, pursuant to Ohio Revised Code Section 4928.20, Townships operating Governmental Aggregation Programs of Electricity are required to allow you to opt-out of their program free of charge. At this time you have the following choices concerning your electric supply:

1. You can choose to remain a member of the Colerain program, and enjoy the favorable rates we have negotiated for you. If you wish to remain in the program you need do nothing;
2. You can opt-out of the program and shop for and negotiate a contract with a supplier on your own; or
3. You can opt-out of the program and return to Cinergy as your supplier of electric.

The terms and conditions of the offer we have negotiated on your behalf are shown on the back of this form. If you have any questions about the Colerain program or your options, please contact <CRES Supplier> at 1-XXX-XXX-XXXX. They are standing by to answer any questions you might have.

Colerain Township officials are acting on behalf of electric consumers who are participating in the program to negotiate an electric supply contract with eligible suppliers. Both Colerain and <CRES Supplier> are certified by the Public Utilities Commission of Ohio to provide this service. This program has been authorized by our Board of Trustees through a resolution and subsequent voter approval. This phase of our aggregation program will begin with your <Month Year> billing cycle and end with your <Month Year> billing cycle.

You will be automatically enrolled in Colerain's Electric Aggregation Program unless you choose to "opt out" – that is, to not participate. There is no cost for enrollment and you do not need to do anything to be included. If you choose to opt-out of this program, you will revert to service by Cinergy, unless and until you choose another supplier. If you switch back to Cinergy at a later date, you may not be served under the same rates, terms, and conditions that apply to other customers served by Cinergy.

Colerain has negotiated a <TBD/kWh> price for Colerain residents for the period of <TBD>. More specific information about pricing is contained in the accompanying terms and conditions.

If you want to be excluded from the Colerain Electric Aggregation Program you must return the enclosed "Opt-Out" form to the <CRES Supplier>. The return form must be postmarked no later than 21 days from the postmark on this notice. You may also opt-out by calling <CRES Supplier>, toll free, at 1-XXX-XXX-XXXX. If you do not opt out at this time, you will be enrolled in the program until it expires in <Month Year>. At that time, you will again have the chance to opt out of the program with no penalty. Every participant will be allowed to leave the program at least once every two years without incurring any penalty. Please note that if you remain in the aggregation group, you will receive a letter from Cinergy advising you of your impending transfer to <CRES Supplier>, and advising you to contact them if you do not want to be in the Program. Again, if you have not changed your mind about participating in the Aggregation Program, you do not have to do anything with that letter.

Warning: If you are already under contract with a competitive retail electric service provider you may incur a contract termination fee or other charges if you fail to opt-out of the aggregation.

Colerain Township Exhibit A-4 "Automatic Aggregation Disclosure"

In Ohio's deregulated electric environment, Cinergy will continue to maintain the distribution system that delivers electricity to your home or business. You will continue to receive a single bill from Cinergy for your electric service, but it will include an electric supply charge from <CRES Supplier> in place of the bundled rate you have been paying Cinergy. You will still contact Cinergy regarding loss of electric service, downed wires, or for any other concerns or issues having to do with your local service. Budget billing and automatic billing options will continue to be available through Cinergy.

If you have any questions, call <CRES Supplier> at 1-XXX-XXX-XXXX from X:XX am to X:XX pm EST, Monday through Friday. For general information on electric deregulation in Ohio, you can also visit the Web Sites of the Ohio Consumer's Counsel (www.pickocc.org) or the Public Utilities Commission of Ohio (www.PUCO.ohio.gov).

Sincerely,

Signature

Colerain Township Administrator

P.S. Remember to return the "Opt-Out" form or call <CRES Supplier> only if you do not want to participate in the Colerain Electric Aggregation Program.

X-----

Opt-Out Form - Colerain Township Electric Governmental Aggregation Program

By returning this signed form, you will be excluded from the opportunity to join other customers in the Colerain Township Electric Governmental Aggregation Program.

I wish to opt out of the Colerain Township Electric Governmental Aggregation Program. (Check box to opt out.) ☐

Cinergy account holder name (please print clearly): _____

11-digit account number as it appears on your Cinergy electric bill:

--	--	--	--	--	--	--	--	--	--	--

Service address (Address, state and zip): _____

Phone number: () _____ Date: _____

Account holder's signature: _____

Mail by <MM/DD/YYYY> to: Colerain Township Electric Governmental Aggregation Program,
<CRES Supplier Address> Or
call us prior to X pm MMDDYYYY at 1-XXX-XXX-XXXX

Colerain Township Exhibit A-4 "Automatic Aggregation Disclosure"

Terms and Conditions

Parties: <CRES Supplier> will supply the commodity portion of my ("Customer") electric as part of my community's Government Aggregation Program ("Program"). Cinergy will remain my Electric Distribution Company ("EDC").

Term: The term of this Agreement will begin with initial electric deliveries enabled by the Program and will continue through the MMYYYY billing cycle.

Enrollment: Customer's service with <CRES SUPPLIER> will commence upon the successful completion of the Program's opt-out period and enrollment process with Cinergy, which is expected to commence within one or two billing cycles following completion of the opt-out period.

Rate: Customer price per KWh will be <TBD> for Customer's electric service beginning with MMYYYY meter read through MMYYYY.

Regulatory Jurisdiction: The Governmental Aggregation Program as well as competitive retail access pursuant to which <CRES SUPPLIER> shall supply electric is subject to ongoing jurisdiction of the Public Utilities Commission of Ohio ("PUCO"). If the Program is terminated by the PUCO, then both you and <CRES SUPPLIER> have the right to terminate this Agreement without penalty to either party.

Billing: <CRES SUPPLIER> will place its charges for the electric delivered on Customer's Cinergy bill <CRES SUPPLIER>'s commodity charge will be separately identified among those charges Customer regularly receives from Cinergy. Customer agrees to pay <CRES SUPPLIER>'s commodity charges in accordance with the payment procedures implemented by Cinergy.

Customer Service: Should Customer have any questions or comments concerning <CRES SUPPLIER>'s services, Customer can call <CRES SUPPLIER> toll free at 1-800-888-1570 during the hours of 8am to 5pm EST, Monday through Friday, contact <CRES SUPPLIER> by mail at <TBD>. Should a dispute arise between Customer and <CRES SUPPLIER> that cannot be resolved by a <CRES SUPPLIER> Customer Service Representative, then that dispute will be referred to a <CRES SUPPLIER> Customer Service Manager for consideration. A determination regarding the dispute will be communicated to Customer either by telephone, regular mail or electronically. If Customer's questions are not resolved after Customer has called <CRES SUPPLIER>, Customer may call the Public Utilities Commission of Ohio (PUCO) toll free at 1-800-686-7828 or 1-614-486-3292 or for TDD/TTY toll free at 1-800-686-1570 or 614-486-6180 from 8:00am to 5:00pm weekdays, or visit the PUCO website at www.puco.ohio.gov or as otherwise specified by the Commission. Residential customers may call the Ohio Consumers' Counsel ("OCC") toll free at 1-877-742-5822 from 8:30am to 5:30pm weekdays, or visit the OCC website at www.pickocc.org for general information regarding Customer Choice programs.

Rescission and Cancellation of Contract: Cinergy will send Customer a letter confirming Customer's enrollment with <CRES SUPPLIER>. Customer has seven (7) business days from the postmark date of that letter ("rescission period") to change his/her mind and to rescind Customer's enrollment by notifying Cinergy at 1-800-544-6600. If after the rescission period this Agreement is terminated prematurely for any reason attributable to Customer's action or inaction, Customer will incur a \$65 early termination fee, subject to any limitations set forth in the Contract Termination clause below. If Customer voluntarily returns to Cinergy after having selected <CRES SUPPLIER> as Customer's supplier, Customer may not be served under the same rates, terms and conditions that apply to other customers served by Cinergy. Also, should Customer decide to switch from one marketer to another, Cinergy may impose a switching fee if provided for by the Cinergy tariff. Further, should <CRES SUPPLIER> intend to terminate this Agreement and to discontinue service to you at the expiration of the Term, <CRES SUPPLIER> shall, to the maximum extent possible, provide you thirty (30) days notice.

Contract Termination: This Agreement shall terminate automatically without penalty if a) the requested service location is not served by Cinergy; b) Customer relocates; or c) <CRES SUPPLIER> returns Customer to utility service. If such termination is permitted by this Agreement, Customer has the right to terminate this Agreement without penalty if: a) Customer relocates; or b) for the same reasons that <CRES SUPPLIER> has a right to terminate this Agreement without penalty, if any, other than for non-payment.

Payment Information: Customer has the right to request, without charge, up to twenty-four months of payment history for services performed by <CRES SUPPLIER>.

Non-disclosure of Information: <CRES SUPPLIER> will not release Customer's account number or Customer's social security number (if Customer provided it) without Customer's affirmative written consent.

Assignment: This contract is assignable by <CRES SUPPLIER> without Customer's consent subject only to any regulatory approvals.

Eligibility: This Agreement is for residential and small commercial customers (rate schedules TBD) who satisfy PUCO and Cinergy tariff eligibility criteria. Further, participation in the program is subject, in part, to the rules implemented by Cinergy and, as a result, customers are sometimes terminated from the competitive retail access program. Regardless of the reason for termination, in no case will the Term be extended for months that Customer was unable to participate nor will <CRES SUPPLIER> have any liability for any early termination or for any months that Customer was unable to participate in the program.

Limitation of Liability: <CRES SUPPLIER> assumes no liability or responsibility for losses or consequential damages arising from items associated with Cinergy, including, but not limited to: operations and maintenance of their system; any interruption of service; termination of service; or deterioration of service, nor does <CRES SUPPLIER> 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.

Colerain Township Exhibit A-4 "Automatic Aggregation Disclosure"

<Township letterhead and/or logo>

CRES supplier name
CRES supplier address

<Date>

Dear Colerain Township Resident:

I am pleased to announce that the Colerain Township Trustees and I have selected <CRES Supplier> as the electric supplier for our Governmental Aggregation Program. This letter informs you that, pursuant to Ohio Revised Code Section 4928.20, Townships operating Governmental Aggregation Programs of Electricity are required to allow you to opt-out of their program free of charge. At this time you have the following choices concerning your electric supply:

1. You can choose to remain a member of the Colerain program, and enjoy the favorable rates we have negotiated for you. If you wish to remain in the program you need do nothing;
2. You can opt-out of the program and shop for and negotiate a contract with a supplier on your own; or
3. You can opt-out of the program and return to Cinergy as your supplier of electric.

The terms and conditions of the offer we have negotiated on your behalf are shown on the back of this form. If you have any questions about the Colerain program or your options, please contact <CRES Supplier> at 1-XXX-XXX-XXXX. They are standing by to answer any questions you might have.

Colerain Township officials are acting on behalf of electric consumers who are participating in the program to negotiate an electric supply contract with eligible suppliers. Both Colerain and <CRES Supplier> are certified by the Public Utilities Commission of Ohio to provide this service. This program has been authorized by our Board of Trustees through a resolution and subsequent voter approval. This phase of our aggregation program will begin with your <Month Year> billing cycle and end with your <Month Year> billing cycle.

You will be automatically enrolled in Colerain's Electric Aggregation Program unless you choose to "opt out" – that is, to not participate. There is no cost for enrollment and you do not need to do anything to be included. If you choose to opt-out of this program, you will revert to service by Cinergy, unless and until you choose another supplier. If you switch back to Cinergy at a later date, you may not be served under the same rates, terms, and conditions that apply to other customers served by Cinergy.

Colerain has negotiated a <TBD/kWh> price for Colerain residents for the period of <TBD>. More specific information about pricing is contained in the accompanying terms and conditions.

If you want to be excluded from the Colerain Electric Aggregation Program you must return the enclosed "Opt-Out" form to the <CRES Supplier>. The return form must be postmarked no later than 21 days from the postmark on this notice. You may also opt-out by calling <CRES Supplier>, toll free, at 1-XXX-XXX-XXXX. If you do not opt out at this time, you will be enrolled in the program until it expires in <Month Year>. At that time, you will again have the chance to opt out of the program with no penalty. Every participant will be allowed to leave the program at least once every two years without incurring any penalty. Please note that if you remain in the aggregation group, you will receive a letter from Cinergy advising you of your impending transfer to <CRES Supplier>, and advising you to contact them if you do not want to be in the Program. Again, if you have not changed your mind about participating in the Aggregation Program, you do not have to do anything with that letter.

Warning: If you are already under contract with a competitive retail electric service provider you may incur a contract termination fee or other charges if you fail to opt-out of the aggregation.

Colerain Township Exhibit A-4 "Automatic Aggregation Disclosure"

In Ohio's deregulated electric environment, Cinergy will continue to maintain the distribution system that delivers electricity to your home or business. You will continue to receive a single bill from Cinergy for your electric service, but it will include an electric supply charge from <CRES Supplier> in place of the bundled rate you have been paying Cinergy. You will still contact Cinergy regarding loss of electric service, downed wires, or for any other concerns or issues having to do with your local service. Budget billing and automatic billing options will continue to be available through Cinergy.

If you have any questions, call <CRES Supplier> at 1-XXX-XXX-XXXX from X:XX am to X:XX pm EST, Monday through Friday. For general information on electric deregulation in Ohio, you can also visit the Web Sites of the Ohio Consumer's Counsel (www.pickocc.org) or the Public Utilities Commission of Ohio (www.PUCO.ohio.gov).

Sincerely,

Signature

Colerain Township Administrator

P.S. Remember to return the "Opt-Out" form or call <CRES Supplier> only if you do not want to participate in the Colerain Electric Aggregation Program.

X-----

Opt-Out Form Colerain Township Electric Governmental Aggregation Program

By returning this signed form, you will be excluded from the opportunity to join other customers in the Colerain Township Electric Governmental Aggregation Program.

I wish to opt out of the Colerain Township Electric Governmental Aggregation Program. (Check box to opt out.) ☐

Cinergy account holder name (please print clearly): _____

11-digit account number as it appears on your Cinergy electric bill:

--	--	--	--	--	--	--	--	--	--	--

Service address (Address, state and zip): _____

Phone number: (____) _____ Date: _____

Account holder's signature: _____

Mail by <MM/DD/YYYY> to: Colerain Township Electric Governmental Aggregation Program,
<CRES Supplier Address> Or
call us prior to X pm MMDDYYYY at 1-XXX-XXX-XXXX

Colerain Township Exhibit A-4 "Automatic Aggregation Disclosure"

Terms and Conditions

Parties: <CRES SUPPLIER> will supply the commodity portion of my ("Customer") electric as part of my community's Government Aggregation Program ("Program"). Cinergy will remain my Electric Distribution Company ("EDC").

Term: The term of this Agreement will begin with initial electric deliveries enabled by the Program and will continue through the MMYYYY billing cycle.

Enrollment: Customer's service with <CRES SUPPLIER> will commence upon the successful completion of the Program's opt-out period and enrollment process with Cinergy, which is expected to commence within one or two billing cycles following completion of the opt-out period.

Rate: Customer price per KWh will be <TBD> for Customer's electric service beginning with MMYYYY meter read through MMYYYY.

Regulatory Jurisdiction: The Governmental Aggregation Program as well as competitive retail access pursuant to which <CRES SUPPLIER> shall supply electric is subject to ongoing jurisdiction of the Public Utilities Commission of Ohio ("PUCO"). If the Program is terminated by the PUCO, then both you and <CRES SUPPLIER> have the right to terminate this Agreement without penalty to either party.

Billing: <CRES SUPPLIER> will place its charges for the electric delivered on Customer's Cinergy bill <CRES SUPPLIER>'s commodity charge will be separately identified among those charges Customer regularly receives from Cinergy. Customer agrees to pay <CRES SUPPLIER>'s commodity charges in accordance with the payment procedures implemented by Cinergy.

Customer Service: Should Customer have any questions or comments concerning <CRES SUPPLIER>'s services, Customer can call <CRES SUPPLIER> toll free at 1-800-XXX-XXXX during the hours of Xam to Xpm EST, Monday through Friday, contact <CRES SUPPLIER> by mail at <TBD>. Should a dispute arise between Customer and <CRES SUPPLIER> that cannot be resolved by a <CRES SUPPLIER> Customer Service Representative, then that dispute will be referred to a <CRES SUPPLIER> Customer Service Manager for consideration. A determination regarding the dispute will be communicated to Customer either by telephone, regular mail or electronically. If Customer's questions are not resolved after Customer has called <CRES SUPPLIER>, Customer may call the Public Utilities Commission of Ohio (PUCO) toll free at 1-800-535-7826 or 1-614-468-3292 or for TDD/TTY toll free at 1-800-888-1570 or 614-468-8180 from 8:00am to 5:00pm weekdays, or visit the PUCO website at www.puco.ohio.gov or as otherwise specified by the Commission. Residential customers may call the Ohio Consumers' Counsel ("OCC") toll free at 1-877-742-5622 from 8:30am to 5:30pm weekdays, or visit the OCC website at www.pickocc.org for general information regarding Customer Choice programs.

Rescission and Cancellation of Contract: Cinergy will send Customer a letter confirming Customer's enrollment with <CRES SUPPLIER>. Customer has seven (7) business days from the postmark date of that letter ("rescission period") to change his/her mind and to rescind Customer's enrollment by notifying Cinergy at 1-800-544-8900. If after the rescission period this Agreement is terminated prematurely for any reason attributable to Customer's action or inaction, Customer will incur a \$xx early termination fee, subject to any limitations set forth in the Contract Termination clause below. If Customer voluntarily returns to Cinergy after having selected <CRES SUPPLIER> as Customer's supplier, Customer may not be served under the same rates, terms and conditions that apply to other customers served by Cinergy. Also, should Customer decide to switch from one marketer to another, Cinergy may impose a switching fee if provided for by the Cinergy tariff. Further, should <CRES SUPPLIER> intend to terminate this Agreement and to discontinue service to you at the expiration of the Term, <CRES SUPPLIER> shall, to the maximum extent possible, provide you thirty (30) days notice.

Contract Termination: This Agreement shall terminate automatically without penalty if a) the requested service location is not served by Cinergy; b) Customer relocates; or c) <CRES SUPPLIER> returns Customer to utility service if such termination is permitted by this Agreement. Customer has the right to terminate this Agreement without penalty if: a) Customer relocates; or b) for the same reasons that <CRES SUPPLIER> has a right to terminate this Agreement without penalty, if any, other than for non-payment.

Payment Information: Customer has the right to request, without charge, up to twenty-four months of payment history for services performed by <CRES SUPPLIER>.

Non-disclosure of Information: <CRES SUPPLIER> will not release Customer's account number or Customer's social security number (if Customer provided it) without Customer's affirmative written consent.

Assignment: This contract is assignable by <CRES SUPPLIER> without Customer's consent subject only to any regulatory approvals.

Eligibility: This Agreement is for residential and small commercial customers (rate schedules TBD) who satisfy PUCO and Cinergy tariff eligibility criteria. Further, participation in the program is subject, in part, to the rules implemented by Cinergy and, as a result, customers are sometimes terminated from the competitive retail access program. Regardless of the reason for termination, in no case will the Term be extended for months that Customer was unable to participate nor will <CRES SUPPLIER> have any liability for any early termination or for any months that Customer was unable to participate in the program.

Limitation of Liability: <CRES SUPPLIER> assumes no liability or responsibility for losses or consequential damages arising from items associated with Cinergy, including, but not limited to: operations and maintenance of their system; any interruption of service; termination of service; or deterioration of service, nor does <CRES SUPPLIER> 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.

Colerain Township Exhibit A-5 "Experience"

The Township of Colerain is well versed in negotiating, contracting and providing for common services to the Township residents. Some examples of experience as a service provider are:

1. Police Service
2. Fire Service
3. Parks and Recreation
4. Public Works

The Administrator, Township Trustees and Township Staff routinely negotiate for services and supplies that benefit the residents of Colerain. However, due to the complexity of Governmental Aggregation, the Township has hired Independent Energy Consultants, Inc. (Resolution Number 30-05) to assist them in designing, implementing and maintaining the Program. Independent Energy Consultants are:

- Certified Electric Aggregators and Brokers #04-116(1) in the State of Ohio.
- Certified Natural Gas Aggregators and Brokers #04-078(1) in the State of Ohio.
- Licensed Electric and Natural Gas Aggregators and Brokers #A-17 in the State of Virginia.

The founder of Independent Energy Consultants, Inc. has personally designed, implemented and administered over 30 opt-in and opt-out Governmental Aggregation Programs in Ohio. Contact information for Independent Energy Consultants is:

Independent Energy Consultants, Inc.
820 Deepwoods Drive
Aurora, Ohio 44202
Phone: 330 995-2675
Fax: 216 274-9176
Email: info@naturalgas-electric.com
www.naturalgas-electric.com

Among other services, Independent Energy Consultants, Inc. will:

- Draft and assist in maintaining this Plan of Operation and Governance
- Lead the required Public Hearings and attend Board of Trustees meetings
- Assist the Township in the day-to-day administration of program (problem resolution, press releases, PUCO compliance, supplier liaison, contract review, etc.)
- Design and issue the Request for Proposal, analyze supplier responses and provide recommendations for the supply agreement
- To review customer data provided by Cinergy that would serve as the basis for an opt-out notice
- To write/prepare reports on a quarterly/annual basis to the Township, PUCO, PUCO's Market Monitoring division, and the Ohio Consumers' Counsel.

Colerain Township Exhibit A-5 "Experience"

Colerain Township will not take title to electricity, issue bills, read meters or staff a call center for complaints. Those functions will be provided by Cinergy and the selected CRES supplier as detailed in Section 9 of its Plan of Operations and Governance. The Township will comply with its responsibilities as a Governmental Aggregator (ORC 4928.10) and will respond to questions concerning the Aggregation Program.

Colerain Township Exhibit A-5 "Experience"

4928.35, Ohio Revised Code until the person chooses an alternative supplier.

SECTION 4. This Board of Trustees finds and determines that all formal actions of this Board of Trustees concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board of Trustees and that all deliberations of this Board of Trustees 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 immediately effective in order that a certified copy of this Resolution and the proposed form of the ballot question be filed with the Board of Elections of Hamilton County not later than seventy-five (75) days prior to the November 8, 2005 election, as provided herein; wherefore, this Resolution shall be in full force and effect immediately upon its adoption.

→ SECTION 6. That the Administrator is hereby authorized and directed to enter into an agreement with Independent Energy Consultants, Inc. for consulting services and any other required services related to electric utility deregulation for Colerain Township and ratifying any such services heretofore performed.


Adopted in special session on this 26th day of July, 2005.


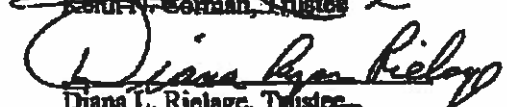
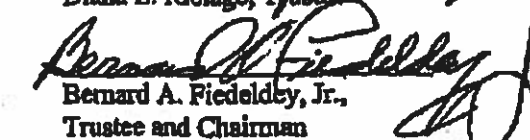
BOARD OF TRUSTEES
COLERAIN TOWNSHIP
HAMILTON COUNTY, OHIO

Attest:


Heather Harlow, Clerk

Approved as to form:


James E. Reuter (0011414)
3025 W. Galbraith Road
Cincinnati, Ohio 45239-4222
(513) 521 - 8400


Karen M. Gorman, Trustee

Diana L. Rielage, Trustee

Bernard A. Fiedeldej, Jr.,
Trustee and Chairman

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Case No(s). 05-1501-EL-GAG

Summary: Application Renewal Application for Governmental Aggregators electronically filed by Carys Cochern on behalf of Duke Energy Retail Sales