



**DIS Case Number: 10-0150-EL-GAG**

## **Section A: Application Information**

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

**the applicant's legal name, address, telephone number, and web address.**

Legal Name: Village of Glendale	Country: United States
Phone: 5137717200	Extension (if applicable):
Street: 30 Village Square	
Website (if any):	City: Glendale
	Province/State: OH
	Postal Code: 45246

### **A-2. Contact person for regulatory matters**

Ross Calliott  
10749 E Garden Rd  
Mt Vernon, IL 62864  
US  
rcalliott@agellc.com  
6363992501

### **A-3. Contact person for Commission Staff use in investigating customer complaints**

Ross Calliott  
10749 E Garden Rd  
Mt Vernon, IL 62864  
US  
rcalliott@agellc.com  
6363992501

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

Phone: 866-787-6749	Extension (if applicable):	Country: United States
Fax: 312-264-6200	Extension (if applicable):	Street: 300 S. Wacker, Ste 800
Email: info@agellc.com		City: Chicago
		Province/State: IL



**B-1. Authorizing ordinance**

Provide a copy of the adopted ordinance or resolution that reflects voter authorization to form a governmental aggregation program pursuant to Sections 4929.26 and 4929.27 of the Ohio Revised Code.

File(s) attached.

**B-2. Operation and governance plans**

Provide a copy of the applicant's plan for operation and governance of its aggregation program adopted pursuant to Sections 4929.26(C) or 4929.27(B) of the Revised Code. The Operation and Governance Plan should include all information pursuant to Rule 4901:1-28-03 of the Ohio Administrative Code.

Files(s) attached.

**B-3. Opt-out disclosure notice**

If the aggregation program provides for automatic aggregation in accordance with Section 4929.26(A) of the Revised Code, provide a copy of the disclosure notification required by Section 4929.26(D) of the Revised Code.

File(s) uploaded

**B-4. Experience and Plans**

Provide a description of the applicant's experience in providing the service(s) for which it is applying (e.g. number and type of customers served, utility service areas, amount of load, etc.). Also provide the plan for contracting with customers, providing contracted services, providing billing statements, and responding to customer inquiries and complaints in accordance with Commission rules adopted pursuant to Section 4928.10 of the Revised Code.

Application Experience and Plan Description: The Applicant uses the consulting services of SATORI ENTERPRISES LLC DBA SATORI ENERGY (Cert #11-359E) for the purposes of managing its governmental aggregation program, including the facilitation of contract execution with



**Public Utilities  
Commission**

CRES/CRNG suppliers, responding to customer inquiries and complaints, and complying with all applicable provisions of Commission rules adopted pursuant to Section 4929.22 and/or 4928.20 of the Ohio Revised Code.

# Application Attachments

**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.

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**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

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Joseph C. Hubbard, Mayor

Attest:

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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 Yes

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

764

(Number)

Votes No

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

229

(Number)

Total vote cast on issue:

993

(Number)

IN WITNESS WHEREOF, we have hereunto subscribed our names officially at Cincinnati

Ohio, this 21st day November, 2009.



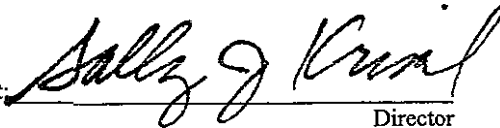
Timothy M. Burke

Chair

Charles H. Grunhardt III

V. Daniel Radford

Attest:

  
Director

**BOARD OF ELECTIONS**

Hamilton

County, Ohio

**PLAN OF OPERATION AND GOVERNANCE**  
**OF**  
**VILLAGE OF GLENDALE, OHIO, HAMILTON COUNTY**

For Additional Information Contact:

Donald I. Marshall  
Eagle Energy, LLC  
6566 Glenway Avenue  
Cincinnati, Ohio 45211

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

For Addit

Donald I. Marshall  
Eagle Energy, LLC  
6566 Glenway Avenue  
Cincinnati, Ohio 45211

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 customers<sup>1</sup>; 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. A Program Agreement has been executed with IGS Energy, a Competitive Retail Electric Supplier (CRES/IGS), for the purpose of implementing an aggregation program.

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.

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 was timely provided to the Commission Staff.

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:

Services to be Provided. Glendale has entered into a contract with IGS to provide generation and transmission services. The contract also includes all terms and conditions that make it clear that the CRES has ultimate responsibility to deliver firm power to the distribution system of the local Electric Distribution Utility (EDU), Duke-Ohio (Duke). Duke, in turn, shall utilize its distribution system, as it

<sup>1</sup> 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.



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. 19<sup>2</sup>. 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 contract with IGS does not include 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 was provided to the CRES and was 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.

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

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

- (a) Customers who have opted-out of the program;
- (b) Customers under contract with a CRES;
- (c) Customers who may have a special contract with Duke;
- (d) Customers outside the geographical boundary of 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 program<sup>3</sup>. Customers shall be provided twenty-one (21) days to elect to opt-out of the program. After the twenty-one day opt-out period ends customers shall be submitted to Duke for enrollment. Duke shall confirm enrollment and provide the customer with an additional seven (7) days to allow the customer to cancel enrollment. Thereafter, a similar enrollment program shall be offered at intervals not to exceed three (3) years. Periodically, the CRES may offer a "refresh" opt-out program to eligible customers upon concurrence of the Village and timely notice to the Commission Staff.

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<sup>4</sup>:

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

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

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

payments, then the subsequent bill will reflect late payments fees, as authorized by the Commission, including those charges of the CRES.

9. Credit and Deposit Procedures. Collection and credit procedures shall be those authorized by the Commission and remain the responsibility of Duke, the CRES and the involved customer. 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
IGS	(800) 280-4474

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 enrollment<sup>5</sup> 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.

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

13. Customers Who Opt-out. Customers who provided the required opt-out notice shall remain a customer of the EDU, Duke, or their selected CRES. Customers may request the Plan's CRES to permit enrollment and in that instance the CRES shall have sole discretion as to allow the enrollment at no charge. Customers being served by an existing CRES shall be cautioned about any cancellation charges associated with their current enrollment status. A new enrollment period shall be offered, at a minimum, every three (3) years without any charge to the customer.
14. Other Matters. A copy of this Plan shall be available at the 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.

June 22-Jul 13, 2023

## Village of Glendale

### Community Electric Aggregation Notification

Dear Resident or Small Business,

Welcome to your community's electric aggregation program. In November 2011, members of your community voted in favor of government aggregation, a program authorizing your local officials to purchase electricity from an electric generation supplier certified by the Public Utilities Commission of Ohio. Your community has selected Energy Harbor to be your electric service provider.

### How You Benefit

By participating in the aggregation program, you will receive the following exclusive pricing on your electric generation:

	Your Electric Utility	Fixed Price	Term End	Early Termination Fee
Residential	Duke Energy	7.22 cents per kWh	August 2025	None
Small Business	Duke Energy	7.22 cents per kWh	August 2025	None

### Same Reliable Service

You will continue to receive a single, easy-to-read bill from Duke Energy with your Energy Harbor charges included. There is no cost for enrollment, you will not be charged a switching fee, and **you do not need to do anything to participate.**

### Opt Out Information

**You may choose to leave the program at any time, without penalty, and will NOT be charged a cancellation fee.** If you do not want to participate in the aggregation program, you must complete one of the following by the Opt Out Deadline:

- **MAIL:** Return the enclosed **Opt Out Reply Form**
- **PHONE:** Call Energy Harbor at 1-866-636-3749 to opt out over the phone
- **WEB:** Enter your 10-digit **Opt Out Code** online at [energyharbor.com/opt-out](https://energyharbor.com/opt-out)

<b>Opt Out Deadline</b>
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July 13-Aug 3, 2023
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**Note: The Glendale Village Office cannot assist with opt-out requests, you must use one of the methods above.**

### Enrollment Information

Following the opt out deadline, future bills will reflect the Energy Harbor price listed above upon your next available meter read date, which may take up to 30-45 days. If you are not currently receiving electric generation from Energy Harbor, your electric utility will send you a letter confirming your participation. **To become a member of your community's electric aggregation program, you don't need to take any action when this letter arrives.**

### 100% Green Opt-In Information

If you are interested in supporting renewable energy, you can also select electric generation backed by **100% renewable energy certificates (RECs)** at a price of **7.61 cents per kWh**. To enroll in the green offer, please call 1-866-636-3749.

Please refer to the enclosed Terms and Conditions and FAQs (reverse) for more information. Your community encourages members with questions regarding the electric aggregation program to contact Energy Harbor directly. If you have any questions or wish to opt out, please contact Energy Harbor toll-free at 1-866-636-3749, Monday - Friday, 8 am to 5 pm.

Sincerely,

Village of Glendale

## Community Electric Aggregation Program FAQs v.12.20

### **How is my community able to choose a certified electric generation supplier on my behalf?**

Under government aggregation, local officials bring citizens together to gain group buying power for the purchase of competitively priced electricity from a retail electric generation supplier certified by the Public Utilities Commission of Ohio (PUCO). Residents voted to allow the community to contract with an electric generation supplier on their behalf. Your community has selected Energy Harbor to provide you with exclusive pricing on your electric generation.

### **Who is Energy Harbor?**

Energy Harbor is a fully integrated retail energy provider and independent power producer capable of generating substantial carbon-free energy. Headquartered in Akron, Ohio, the company proudly serves nearly one million residential, commercial, and industrial customers in Ohio, Pennsylvania, New Jersey, Maryland, Illinois and Michigan. Your community is one of over 200 who have chosen Energy Harbor to provide electric aggregation programs.

### **What does it mean to have a fixed or variable price?**

This notification states if your price is fixed or variable. With a fixed price, the price you will receive each month does not change. With a variable price, Energy Harbor provides a set % off discount each month regardless of the utility price. Because the actual price per kWh charged by your utility may change each month, your price per kWh from Energy Harbor will also vary, but your % discount is guaranteed to remain the same.

### **How will I know if I can save money in the aggregation?**

You'll know you are saving money as long as your price with Energy Harbor is lower than the utility Price to Compare (PTC) communicated on your bill. To calculate your savings on a % off discount, locate the PTC on your electric bill. Divide your PTC by 100, then multiply it by the % discount (ex: 6% = 0.06) to determine your savings per kWh. Multiply this by your total monthly usage for an average monthly savings estimate.

### **Why am I receiving this letter if I'm in the aggregation?**

As a current member of your community's electric aggregation program, you are given the opportunity to opt out of the program at least every three years. Whether your current contract term with Energy Harbor, or another supplier, is coming to an end, this is your opportunity to either opt out or continue the benefits of the program.

### **What does it mean to opt out?**

Opt out means that you can decide to not participate in your community's electric aggregation program. If you chose to opt out via any of the methods indicated on the front of this notification, you will not be enrolled with Energy Harbor and will not receive further notifications until the end of the current term.

### **What happens if I do not opt out?**

Whichever method you chose, you must do so by the Opt Out Deadline, or you will be automatically included in your community's electric aggregation program.

### **Can I opt out of the program at a later date?**

Yes, you may leave the aggregation program at any time. *You will not be charged an early termination or cancellation fee* if you choose to leave the program at later date for any reason.

### **What are my energy supply choices if I decide to opt out?**

If you opt out or leave the program at a later date you will be returned to your utility's standard service offer and might not be served under the same rates, terms, or conditions that apply to other customers served by the electric utility. You may also shop for an alternative generation supplier. A list of competitive electric suppliers certified by the PUCO and their current prices are available by calling 1-800-686-PUCO (7826).

### **As part of the aggregation, will Energy Harbor continue or allow me to begin to budget bill my supplier charges?**

For customers in Toledo Edison, The Illuminating Company, Ohio Edison and Duke Energy your utility includes supplier charges in the monthly budgeted amount. No action is necessary to continue that service. However, Energy Harbor will not automatically budget the generation portion of your electric bill in AEP Ohio and AES Ohio service areas. AEP Ohio and AES Ohio will continue to budget the delivery portion of your bill. If you are currently on, or enter into, a budget billing program with AEP Ohio or AES Ohio after enrolling with Energy Harbor and have at least 10 months of usage with Energy Harbor at your current service address, please call 1-866-636-3749, to determine if a budget billing offer through Energy Harbor is available in your community.

### **Can I still have my payment automatically deducted from my checking account as I do now?**

Yes. How you pay your electric bill will not change.

### **Who is not eligible for an electric aggregation program?**

Customers on a special arrangement with the utility such as net-metering, Percentage of Income Payment Plan (PIPP), and mercantile customers who have not provided affirmative consent to join are not eligible for the program. Mercantile and customers with usage greater than 700,000 kWh must contact Energy Harbor to opt-in to the program.

### **How can I contact Energy Harbor for questions?**

If you have any other questions, please call 1-866-636-3749, Monday - Friday, 8 am to 5 pm or visit our FAQs located at:

[www.energyharbor.com/communityaggregation](http://www.energyharbor.com/communityaggregation)

## VILLAGE OF GLENDALE OPT OUT REPLY FORM

**Option 1: Do Nothing to Join**

**OR**

**Option 2: Opt Out by: July 13-Aug 3, 2023**

**MAIL TO:** Community Electric Aggregation Opt-Out c/o Energy Harbor, PO Box 3500, Akron, Ohio 44309

Account Holder Signature: \_\_\_\_\_

**Mail**

Return This Form

**Phone**

1-866-636-3749

**Web**

[energyharbor.com/optout](https://energyharbor.com/optout)

### Government Aggregation – Electric Terms and Conditions

Product	<b>Fixed Price</b>
Electric Distribution Utility (“EDU”)	<b>Duke Energy Ohio, Inc.</b>
Price and Length of Agreement	<b>7.22 ¢/kWh through your August 2025 meter read</b>
Cancellation/Termination Fee	<b>None</b>

These Terms and Conditions apply to you because you are enrolling for electric generation service with Energy Harbor LLC (“Energy Harbor”) through either (a) affirmative consent or (b) not opting out of your community electric aggregation program. If you enroll by affirmative consent, these Terms and Conditions and the enrollment information on the website are your Agreement (“Agreement”). If you choose to remain in the community aggregation program by not “opting-out” or exercising the right of rescission, these Terms and Conditions and your opt-out notification are your Agreement. Please keep a copy of this Agreement for your records.

Energy Harbor is certified by the Public Utilities Commission of Ohio (“PUCO”) to offer and supply electric generation services in Ohio. As a Competitive Retail Electric Service (“CRES”) provider, Energy Harbor will supply the electric generation to your Electric Distribution Utility (“EDU”) based on your usage. Your EDU then distributes or delivers the electricity to you. Energy Harbor sets the generation prices and charges that the customers pay. The PUCO regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

**Definitions:** *Generation Charge* – Charge for the production of electricity. *Transmission Charge* – Charge for moving high voltage electricity from a generation facility to the distribution lines of the EDU. *Distribution Service* – Basic service for delivering electricity over a distribution system to a customer from the transmission system.

**Right of Rescission:** If you do not opt-out or you give your affirmative consent and are enrolled to receive generation service from Energy Harbor, your EDU will send you a confirmation letter. You have the right to rescind your enrollment within seven (7) calendar days following the postmark date of the confirmation letter by contacting the EDU by telephone or in writing as described in the letter. The Right of Rescission only applies when a customer switches to a generation supplier and not on renewal enrollments. Your EDU will not send a confirmation notice upon any renewal of this Agreement. Should you choose to opt-out of your community's program, you will be served by your EDU's standard service offer established pursuant to section 4928.14 of the Ohio Revised Code (“ORC”) unless you choose an alternate supplier of electricity.

**Eligibility:** Only eligible residential and small commercial customer accounts not enrolled in the Percentage of Income Plan Program (“PIPP”) may enroll in this offer from Energy Harbor. Net-metered customers are not eligible for this offer. Energy Harbor reserves the right to refuse enrollment to any customer with an outstanding balance.

**Basic Service Prices:** During the term of this Agreement, you agree to pay Energy Harbor a price for combined Generation and Generation Related Charges (“Retail Electric Service”), specified in the table above. Your Price to Compare (“PTC”) consists of bypassable transmission, generation and transmission and generation related components, which are charges associated with the costs of purchased power and the cost to deliver the power through the transmission system. These are the charges that you would avoid for that billing period when you switch to Energy Harbor. If your product in the table above is a % Off PTC product, your monthly price per kWh will vary because the EDU's PTC may change based on any changes made by the EDU in its calculations. In addition to Energy Harbor's charges, you will be charged by your EDU for distribution and various other charges. Your price may also include a fee assessed by a broker or agent representing your community.

**Length of Agreement:** As a part of your community's program, your Retail Electric Service from Energy Harbor will commence with the next available meter reading and after processing of the enrollment by your EDU and continue through the term indicated in the table above. The program may be terminated prior to the term pursuant to the terms of the master agreement between Energy Harbor and your community for the aggregation program. Should the program be terminated, you will be returned to your EDU's standard service offer or its successor. In the event that (1) the PUCO approves or implements a phase-in credit for generation and/or transmission charges of the EDU or takes any other action which affects the PTC or otherwise does not allow the EDU to reflect the full cost to procure generation and transmission in the PTC or other regulatory action; or (2) there is any change in any statute, rule, regulation, order, law, or tariff promulgated by any court, governmental authority, utility, Independent System Operator (“ISO”), Regional Transmission Organization (“RTO”) or other service provider, or any change in operating procedure, which alters to the detriment of Energy Harbor its costs to perform under this Agreement, you may receive a notification from Energy Harbor. This notification will include a description of one or more of the situations described above. Energy Harbor may offer you new Terms and Conditions. You must indicate your affirmative consent to the new Terms and Conditions as specified in the notices. If you do not contact Energy Harbor to accept the new terms, this Agreement will terminate on the date specified in the notices, and you may be returned to your EDU for Retail Electric Service. Alternatively, Energy Harbor may decide to terminate this Agreement, and you will receive prior written notice of the termination, after which you may be returned to your EDU for Retail Electric Service. Whether Energy Harbor offers you new terms or terminates this Agreement under this provision, you will not be responsible for any cancellation/termination fee. You must still pay all Energy Harbor charges through the date you are returned to your EDU or switched to another CRES provider for service.

**Billing:** You will receive a consolidated bill monthly from your EDU for both your Energy Harbor and EDU charges. If you do not pay your bill by the due date, Energy Harbor may cancel this Agreement after giving you a minimum of fourteen (14) days written notice. Upon cancellation you will be returned to your EDU as a customer. You will remain responsible to pay Energy Harbor for any electricity used before this Agreement is cancelled, as well as any late payment charges, if applicable. Your EDU may charge you switching fees. Energy Harbor reserves the right to convert you from consolidated billing to dual billing if such a conversion will facilitate more timely billing, collections, and/or payment. Furthermore, your failure to pay EDU charges may result in your electric service being disconnected.



in accordance with the EDU tariff. If you have 12 months of billing history and you are enrolled in budget billing with the EDU, you are eligible to enroll in a budget billing program once per year, where available. At the end of the contract term, you are responsible for payment of any outstanding balance upon final contract true up. Energy Harbor reserves the right to adjust your monthly budget amount prior to final contract true up. If you enroll in budget billing, then choose not to be in the program or if you become two consecutive monthly payments overdue, you will be removed from budget billing, your account will be reconciled, and you will be billed for the outstanding budget balance on your next billing cycle. Budget billing exclusive offers are not available for all aggregation programs and you will not be automatically enrolled in an Energy Harbor budget billing exclusive offer unless explicitly stated in the opt-out notification materials you receive as part of the program. If you meet the eligibility requirements, contact Energy Harbor to determine if an exclusive budget billing offer exists for your community, otherwise, your EDU may be responsible for maintaining your budget billing service.

**Penalties, Fees and Exceptions:** If you do not pay the full amount owed Energy Harbor by the due date of the bill, Energy Harbor reserves the right to charge a 1.5% per month late payment fee.

**Cancellation/Termination Provisions:** You may terminate this Agreement at any time without penalty. Customer and Energy Harbor both agree that the following will constitute force majeure events under this Agreement and that Energy Harbor shall have the right to terminate or modify the agreement without liability if: (1) the Electric Security Plan (ESP), Market Rate Offer (MRO) and/or Competitive Bid Process (CBP), or other generation procurement process results in a Price to Compare ("PTC") that is equal to or less than the comparable annualized generation and transmission rates and riders in effect as of the effective date of this Agreement, or (2) the PUCO approves or implements a phase-in credit for generation and/or transmission charges of the EDU or takes any other action which affects the PTC or otherwise does not allow the EDU to reflect the full cost to procure generation and transmission in the PTC or other regulatory action. In the event that the program is terminated, you will be returned to your EDU's standard service offer. Upon termination with Energy Harbor and return to standard service offer with your EDU, you may not be served under the same rates, terms, and conditions that apply to other EDU customers.

**Customer Consent and Information Release Authorization:** By choosing not to opt-out of your community's aggregation program, or to affirmatively join it, you understand and agree to the terms and conditions of this Agreement with Energy Harbor. You authorize Energy Harbor to obtain information from the EDU that includes, but is not limited to: billing history, payment history, historical and future electricity usage, meter readings, and characteristics of electricity service. Energy Harbor reserves the right to determine if your credit standing is satisfactory before accepting your enrollment request. This Agreement shall be considered executed by Energy Harbor following acceptance of your enrollment request by Energy Harbor, the end of the seven (7) day rescission period, and subsequent acceptance of the enrollment by your EDU.

**Customer Consent to Communications:** By participating in your community's aggregation program, you agree to receive pre-recorded/artificial voice messages calls and/or use of an automatic dialing device, text messages and/or emails from Energy Harbor or its agents/assigns at any phone number or email address. You agree to be responsible for any charges you may receive on that number, including standard telephone, SMS or text message fees. You may revoke this express consent at any time by calling us at 1-866-636-3749. Such revocation has no bearing on your ability to contract with Energy Harbor.

**Contract Expiration:** At least every three (3) years, you will be given the opportunity to opt-out of your community's aggregation program at no cost. You are responsible for arranging your electric supply upon termination of this Agreement.

**Dispute Procedures:** Contact Energy Harbor with any questions concerning the terms of service by phone at 1-866-636-3749 (toll-free) from 8 a.m. to 5 p.m. EST weekdays, or in writing at Energy Harbor, 168 E Market St, Akron, OH 44308. Our web address is [www.energyharbor.com](http://www.energyharbor.com). If your complaint is not resolved after you have called your electric supplier and/or your electric utility, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from 8 a.m. to 5 p.m. EST weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from 8 a.m. to 5 p.m. weekdays, or at <http://www.pickocc.org>.

**Miscellaneous:** You have the right to request from Energy Harbor, twice within a twelve (12) month period, up to twenty-four (24) months of payment history, without charge. Energy Harbor is prohibited from disclosing a Customer's Social Security number and/or account number(s) without the Customer's written consent except for Energy Harbor's collections and reporting, participating in programs funded by the universal service fund, pursuant to section 4928.52 of the Revised Code, or assigning a customer's contract to another CRES provider. Energy Harbor's environmental disclosure statement is available for viewing on our website [www.energyharbor.com/disclosure-statements](http://www.energyharbor.com/disclosure-statements). You agree that Energy Harbor will make the required annual and quarterly updates to the environmental disclosure statement electronically on our website. Energy Harbor will also provide the information upon request. Energy Harbor may assign its rights to another, including any successor, in accordance with the rules and regulations of the PUCO. Energy Harbor assumes no responsibility or liability for the following items that are the responsibility of the EDU: operation and maintenance of the EDU's electrical system, any interruption of service, termination of service, or deterioration of the EDU's service. **In the event of a power outage, you should contact your local EDU.** Customer is responsible for providing Energy Harbor with accurate account information. If said information is incorrect, Energy Harbor reserves the right to reprice the applicable account(s) or terminate the Agreement. Energy Harbor reserves the right to return any customer to the EDU if the customer's rate code is changed and the account is no longer eligible for this offer. Customer authorizes, but does not obligate, Energy Harbor to exercise customer's governmental aggregation opt-out rights.

**Warranty:** Energy Harbor warrants title and the right to all electricity sold hereunder. THE WARRANTIES SET FORTH IN THIS PARAGRAPH ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

### Government Aggregation – Electric Terms and Conditions

Product	<b>Fixed Price</b>
Electric Distribution Utility ("EDU")	<b>Duke Energy Ohio, Inc.</b>
Price and Length of Agreement	<b>7.22 ¢/kWh through your August 2025 meter read</b>
Cancellation/Termination Fee	<b>None</b>

These Terms and Conditions apply to you because you are enrolling for electric generation service with Energy Harbor LLC ("Energy Harbor") through either (a) affirmative consent or (b) not opting out of your community electric aggregation program. If you enroll by affirmative consent, these Terms and Conditions and the enrollment information on the website are your Agreement ("Agreement"). If you choose to remain in the community aggregation program by not "opting-out" or exercising the right of rescission, these Terms and Conditions and your opt-out notification are your Agreement. Please keep a copy of this Agreement for your records.

Energy Harbor is certified by the Public Utilities Commission of Ohio ("PUCO") to offer and supply electric generation services in Ohio. As a Competitive Retail Electric Service ("CRES") provider, Energy Harbor will supply the electric generation to your Electric Distribution Utility ("EDU") based on your usage. Your EDU then distributes or delivers the electricity to you. Energy Harbor sets the generation prices and charges that the customers pay. The PUCO regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

**Definitions:** *Generation Charge* – Charge for the production of electricity. *Transmission Charge* – Charge for moving high voltage electricity from a generation facility to the distribution lines of the EDU. *Distribution Service* – Basic service for delivering electricity over a distribution system to a customer from the transmission system.

**Right of Rescission:** If you do not opt-out or you give your affirmative consent and are enrolled to receive generation service from Energy Harbor, your EDU will send you a confirmation letter. You have the right to rescind your enrollment within seven (7) calendar days following the postmark date of the confirmation letter by contacting the EDU by telephone or in writing as described in the letter. The Right of Rescission only applies when a customer switches to a generation supplier and not on renewal enrollments. Your EDU will not send a confirmation notice upon any renewal of this Agreement. Should you choose to opt-out of your community's program, you will be served by your EDU's standard service offer established pursuant to section 4928.14 of the Ohio Revised Code ("ORC") unless you choose an alternate supplier of electricity.

**Eligibility:** Only eligible residential and small commercial customer accounts not enrolled in the Percentage of Income Plan Program ("PIPP") may enroll in this offer from Energy Harbor. Net-metered customers are not eligible for this offer. Energy Harbor reserves the right to refuse enrollment to any customer with an outstanding balance.

**Basic Service Prices:** During the term of this Agreement, you agree to pay Energy Harbor a price for combined Generation and Generation Related Charges ("Retail Electric Service"), specified in the table above. Your Price to Compare ("PTC") consists of bypassable transmission, generation and transmission and generation related components, which are charges associated with the costs of purchased power and the cost to deliver the power through the transmission system. These are the charges that you would avoid for that billing period when you switch to Energy Harbor. If your product in the table above is a % Off PTC product, your monthly price per kWh will vary because the EDU's PTC may change based on any changes made by the EDU in its calculations. In addition to Energy Harbor's charges, you will be charged by your EDU for distribution and various other charges. Your price may also include a fee assessed by a broker or agent representing your community.

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**This foregoing document was electronically filed with the Public Utilities  
Commission of Ohio Docketing Information System on**

**6/12/2023 2:51:55 PM**

**in**

**Case No(s). 10-0150-EL-GAG**

Summary: Opt-Out Notice electronically filed by Mrs. Kelly E. Dixon on behalf of  
Glendale and Energy Harbor.

# **Competitive Retail Electric Service Affidavit**

County of Cook :

State of Illinois :

David C. Wiers, Affiant, being duly sworn/affirmed, hereby states that:

1. The information provided within the certification or certification renewal application and supporting information is complete, true, and accurate to the best knowledge of affiant, and that it will amend its application while it is pending if any substantial changes occur regarding the information provided.
2. The applicant will timely file an annual report of its intrastate gross receipts, gross earnings, and sales of kilowatt-hours of electricity pursuant to Sections 4905.10(A), 4911.18(A), and 4928.06(F), Ohio Revised Code.
3. The applicant will timely pay any assessment made pursuant to Sections 4905.10, 4911.18, and 4928.06(F), Ohio Revised Code.
4. The applicant will comply with all applicable rules and orders adopted by the Public Utilities Commission of Ohio pursuant to Title 49, Ohio Revised Code.
5. The applicant 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 will fully comply with Section 4928.09, Ohio Revised Code regarding consent to the jurisdiction of Ohio Courts and the service of process.
7. The applicant will comply with all state and/or federal rules and regulations concerning consumer protection, the environment, and advertising/promotions.
8. The applicant 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 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, 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.
11. The Applicant will inform the Public Utilities Commission of Ohio of any material change to the information supplied in the application within 30 days of such material change, including any change in contact person for regulatory purposes or contact person for Staff use in investigating consumer complaints.

12. The facts set forth above are true and accurate 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.

13. Affiant further sayeth naught.

Paul L. Weiss PRESIDENT

Signature of Affiant & Title



Sworn and subscribed before me this 3<sup>rd</sup> day of November, 2023  
Month Year

Kristen A. Spevak  
Signature of official administering oath

Kristen A. Spevak, Project Mgr.  
Print Name and Title

My commission expires on Aug. 3, 2025

**This foregoing document was electronically filed with the Public Utilities  
Commission of Ohio Docketing Information System on**

**12/15/2023 11:10:44 AM**

**in**

**Case No(s). 10-0150-EL-GAG**

Summary: In the Matter of the Application of Village of Glendale