

First Reading: April 1, 2010
Second Reading: Dispensed

RESOLUTION NO. 2010 - 13

**A RESOLUTION ESTABLISHING AN ELECTRIC PREFERRED SUPPLIER
ENDORSEMENT PROGRAM, APPROVING A MEMORANDUM OF UNDERSTANDING
WITH DUKE ENERGY RETAIL SALES, LLC, DISPENSING WITH THE SECOND
READING, AND DECLARING AN EMERGENCY**

WHEREAS, the Board of Township Trustees of Sycamore Township has negotiated favorable retail electric rates with Duke Energy Retail Sales, LLC in order to provide significant savings to Township residents and small businesses on their retail electric service; and

WHEREAS, having negotiated such rates, the Board wishes to enter into a Memorandum of Understanding with Duke Energy Retail Sales, LLC in order to establish a Preferred Supplier Endorsement Program for electric service rates for residents and small businesses in Sycamore Township;

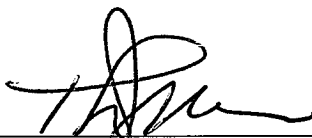
NOW THEREFORE, BE IT RESOLVED, by the Board of Township Trustees of Sycamore Township, State of Ohio:

- SECTION 1.** The Board hereby establishes a Preferred Supplier Endorsement Program for the provision of competitive pricing of electric rates to residents and small businesses in Sycamore Township.
- SECTION 2.** The Board hereby approves the attached Memorandum of Understanding with Duke Energy Retail Sales, LLC in order to establish Duke Energy Retail Sales, LLC as the preferred provider in Sycamore Township. The Township Administrator is hereby authorized and directed to execute the Memorandum of Understanding on behalf of the Board.
- SECTION 3.** The Township Administrator is hereby authorized and directed to sign all other documents and agreements and to take any other actions necessary in order to put the Preferred Provider Endorsement Program and the Memorandum of Understanding into effect in Sycamore Township.
- SECTION 4.** The Trustees of Sycamore Township, upon at least a majority vote, dispense with the requirement that this Resolution be read on two separate days, and hereby authorize the adoption of this Resolution upon its first reading.
- SECTION 5.** Upon the unanimous vote of the Sycamore Township Trustees, this Resolution is hereby declared to be an emergency measure necessary for immediate preservation of the public peace, health, safety or welfare of Sycamore Township. The reason for the emergency is to provide lower electric service rates to Township residents and small businesses as soon as possible.

VOTE RECORD:

Mr. Bishop Aye Mr. Kent Aye Mr. Weidman Aye

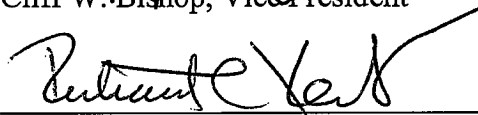
PASSED at the meeting of the Board of Trustees this 1st day of April, 2010.



Thomas J. Weidman, President



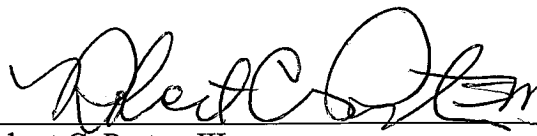
Cliff W. Bishop, Vice President



Richard C. Kent, Trustee

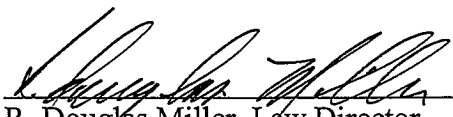
AUTHENTICATION

This is to certify that this Resolution was duly passed, and filed with the Sycamore Township Fiscal Officer, this 1st day of April, 2010.



Robert C. Porter, III
Sycamore Township Fiscal Officer

APPROVED AS TO FORM:



R. Douglas Miller, Law Director

PROOF OF PUBLICATION

I hereby certify that I have published this Resolution on _____ by posting in the five most public places as established by the Board of Township Trustees such places being the Township Hall, Bob Meyer Park, Bechtold Park, North Sycamore Recreational Facility, and the North Fire Station, Station 93.



Robert C. Porter, III, Fiscal Officer

Memorandum of Understanding (MOU)

Between Duke Energy Retail Sales and Sycamore Township

This Memorandum of Understanding (the "MOU") is entered into on March 31, 2010, between Duke Energy Retail Sales, LLC ("DERS") a Delaware limited liability company, and Sycamore Township ("Community") (each a "Party" and collectively the "Parties") and shall continue through December 31, 2011.

DERS has agreed to make available to Community residents and small businesses (those using less than 700,000 KWh annually) that are approved to participate in the Duke Energy-Ohio ("Utility") Choice Program ("Eligible Customers"), competitive pricing for competitive retail electric service in return for the Community's endorsement of the program.

The Community agrees to endorse DERS as the Sole Preferred Provider for Electric Supply Service during the term of this Agreement and the Community agrees that it will not endorse any other providers of competitive retail electric service during the term of this MOU.

The Community and DERS shall cooperate in disseminating mutually agreed-upon information to all Eligible Customers concerning the DERS Program and the Community's endorsement of the DERS Program. All costs associated with advertising and promotional materials related to the DERS Program will be the responsibility of DERS.

Upon mutual agreement, the Parties may utilize Community resources for advertising, promotion and consumer communications of the Community's endorsement of DERS as sole preferred competitive retail electric supplier. Any use of the Community's name and/or official seal by DERS shall be only with the express approval of the Community.

As a part of its promotional and advertising materials, DERS agrees to provide Eligible Customers with a toll-free number to call for further information about the DERS Program. DERS agrees to have trained staff available to answer questions regarding the DERS Program during normal business hours. All emergency, outage or other disruption concerns should continue to be directed to the Utility.

DERS will implement the enrollment process and will develop and mail all program announcements and enrollment materials at its expense. Eligible Customers will be encouraged to sign-up by mail, by website at www.Duke-Energy.com/DERS, or by telephone by calling a DERS customer service representative. DERS shall contract directly with Eligible Customers who accept the DERS Program for the endorsement term.

The Community represents and warrants that this MOU does not constitute any kind of investment by the Community that is proscribed by any constitution, charter, law, rule, regulation, government code, constituent or governing instrument, resolution, guideline,

ordinance, order, writ, judgment, decree, charge, or ruling to which the Community (or any of its officials in their respective capacities as such) or its property is subject.

Information of whatever kind or nature (whether written, electronic or oral) which is disclosed by one Party to the other Party regarding itself, its business, the business of its subsidiaries and the DERS Program shall be deemed confidential. Confidential Information does not include information: (a) in the public domain at the time of disclosure; (b) which after disclosure passes into the public domain, except by a wrongful act of the Recipient; (c) disclosed to the Recipient by a third party not under an obligation of confidentiality to the Disclosing Party; (d) already in the Recipient's possession prior to disclosure by the Disclosing Party; or (e) a document which is by law a public record subject to public disclosure. Parties may disclose Confidential Information to appropriate state and local government officials.

Except to the extent that the release of such information is done in compliance with Public Records law or as otherwise required by law, each Party agrees, for itself and its directors, officers, employees, members, advisors (including financial and legal advisors) and agents, to keep confidential all Confidential Information as defined in this Agreement provided hereunder and to use the Confidential Information solely for purposes related to the DERS Program.

This MOU does not create or establish a joint venture, partnership or any other type of business organization between the Parties and neither Party shall make any representation to the contrary to any third party.

The Utility Choice Program is subject to the ongoing jurisdiction of the Public Utilities Commission of Ohio (the "Commission"). If the Commission cancels the Utility Choice Program, this MOU is rendered void with no penalty to either Party. It is agreed that this MOU shall be governed by the laws of the State of Ohio.

Execution of MOU

The Parties acknowledge their agreement to this MOU by their signatures below.

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____