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Integrys Energy Services, Inc.  
Suite 314  
6797 North High Street  
Worthington, OH 43085  
www.integrysenergy.com

May 18, 2009

Public Utilities Commission of Ohio  
Docketing Division  
13<sup>th</sup> Floor  
180 East Broad Street  
Columbus, OH 43215

Re: Indian Hill  
Case No. 09-426 -GA-GAG

Dear Sir/Madam:

Enclosed please find a Certification Application, Ohio Natural Gas Governmental Aggregation to Provide Natural Gas Governmental Aggregation Service to the Village of Indian Hill, Ohio. Attached please find a copy of the notification letter from Michael Burns, City Manager, dated 4/27/09, requesting that Integrys Energy Services, Inc submit this application for certification on the Village's behalf. Please file these documents and return a time-stamped copy of the application in the enclosed self-addressed stamped envelope. You are requested to direct all future correspondence in this matter to Brenda Coffey at the address indicated above or at [bgcoffey@integrysenergy.com](mailto:bgcoffey@integrysenergy.com).

Thank you in advance for your assistance in this regard. Please feel free to call me if you have any questions.

Very truly yours,

  
Brenda G. Coffey  
Integrys Energy Services, Inc.

cc: Michael Burns, City Manager

RECEIVED-DOCKETING DIV  
2009 MAY 20 AM 9:33  
PUCO

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.  
Technician SM Date Processed MAY 20 2009



THE VILLAGE OF *Indian Hill, Ohio*

April 27, 2009

6525 Drake Road  
Cincinnati, Ohio 45243  
(513) 561-6500  
Fax (513) 561-8137  
mburns@ci.indian-hill.oh.us

MICHAEL W. BURNS  
City Manager

Public Utilities Commission of Ohio  
Docketing Division  
180 E. Broad Street  
Columbus, Ohio 43215

To Whom It May Concern:

The purpose of this letter is to advise that the City of the Village of Indian Hill would like Integrys Energy Services to file an application for certification as a natural gas aggregator with the PUCO on our behalf.

Please contact me if you have any questions about the authorization we have provided for Integrys Energy Services or require any additional information as part of the certification process. .

Sincerely,

Michael W. Burns  
City Manager



PUCO USE ONLY - Version 1.07		
Date Received	Case Number	Certification Number
	04-426-GA-GAG	

## CERTIFICATION APPLICATION OHIO NATURAL GAS GOVERNMENTAL AGGREGATORS

Please type or print all required information. Identify all attachments with an exhibit label and title (*Example: Exhibit B-1 - Authorizing Ordinance*). All attachments should bear the legal name of the Applicant. Applicants should file completed applications and all related correspondence with the Public Utilities Commission of Ohio, Docketing Division, 13<sup>th</sup> Floor, 180 East Broad Street, Columbus, Ohio 43215-3793.

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

### SECTION A - APPLICANT INFORMATION

#### A-1 Applicant information:

Legal Name Village of Indian Hill  
Address 6525 Drake Road, Cincinnati, OH 45243  
Telephone No. 513-561-6500 Web site address  
Current PUCO Certificate Number Effective Dates

#### A-2 Contact person for regulatory or emergency matters:

Name Mr. Michael W. Burns Title City Manager  
Business Address 6525 Drake Road, Cincinnati, OH 45243  
Telephone No. 513-561-6500 Fax No. 513-561-8137 Email Address mburns@ihill.org

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

Name Virginia Reiff Title Account Manager  
Business address Integrys Energy Services, Inc., 300 W. Wilson Bridge Rd., Suite 350, Worthington, OH 43085  
Telephone No. 614-844-4311 Fax No. 614-844-4306 Email Address voreiff@integrysenergy.com

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

Customer service address Integrys Energy Services, Inc., 300 W. Wilson Bridge Rd., Suite 350, Worthington, OH 43085  
Toll-Free Telephone No. 877-226-9456 Fax No. 614-844-4306 Email Address voreiff@integrysenergy.com

## SECTION B - APPLICANT AUTHORITY AND AGGREGATION PROGRAM INFORMATION

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED

- B-1 Exhibit 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.
- B-2 Exhibit B-2 "Operation and Governance Plan," 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.
- B-3 Exhibit B-3 "Automatic Aggregation Disclosure Notification," 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.
- B-4 Exhibit B-4 "Opt-Out Notice," provide a draft copy of the applicant's opt out notice that comports with the Opt-Out disclosure requirements pursuant to Rule 4901:1-28-04 of the Ohio Administrative Code. *(Ten days prior to public dissemination, the applicant shall docket with the Commission, the finalized Opt-Out notice that provides or offers natural gas aggregation service.)*
- B-5 Exhibit B-5 "Experience," provide a detailed description of the applicant's experience and plan for: providing aggregation services *(including contracting with consultants, broker/aggregators, retail natural gas suppliers)*; providing billing statements; responding to customer inquiries and complaints; and complying with all applicable provisions of Commission rules adopted pursuant to Section 4929.22 of the Ohio Revised Code and contained in Chapter 4901:1-29 of the Ohio Administrative Code.

Applicant Signature and Title

*Michael W. Burns* CITY MANAGER  
MICHAEL W. BURNS

Sworn and subscribed before me this 8<sup>th</sup> day of May Month 2009 Year

*Karen N. Allen*  
Signature of official administering oath

Karen N. Allen, Notary  
Print Name and Title



NOTARY PUBLIC  
STATE OF OHIO  
KAREN N. ALLEN  
MY COMMISSION EXPIRES AUG. 1, 2010

My commission expires on 08-01-10



# The Public Utilities Commission of Ohio

Ohio Natural Gas Governmental Aggregation  
Affidavit Form  
(Version 1.07)

In the Matter of the Application of )

Village of Indian Hill )

for a Certificate or Renewal Certificate to Provide )  
Natural Gas Governmental Aggregation Service in )  
Ohio.

Case No.

-GA-GAG

County of Hamilton

State of Ohio

Mr. Michael W. Burns

[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.
- (2) The applicant will timely file an annual report of its intrastate gross receipts and sales of hundred cubic feet of natural gas pursuant to Sections 4905.10(A), 4911.18(A), and 4929.23(B), Ohio Revised Code.
- (3) The applicant will timely pay any assessment made pursuant to Section 4905.10 or Section 4911.18(A), Ohio Revised Code.
- (4) 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) Applicant will cooperate with the Public Utilities Commission of Ohio and its staff in the investigation of any consumer complaint regarding any service offered or provided by the applicant.
- (6) Applicant will comply with Section 4929.21, Ohio Revised Code, regarding consent to the jurisdiction of the Ohio courts and the service of process.
- (7) Applicant will inform the Public Utilities Commission of Ohio of any material change to the information supplied in the certification or certification renewal application within 30 days of such material change, including any change in contact person for regulatory or emergency purposes or contact person for Staff use in investigating customer complaints.
- (8) Affiant further sayeth naught.

Affiant Signature & Title

*Michael W. Burns City Manager*

Sworn and subscribed before me this

8<sup>th</sup>

day of

May

Month

2009

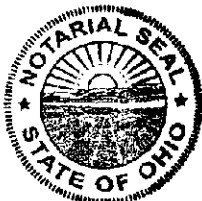
Year

*Karen N. Allen*

Signature of Official Administering Oath

Karen N. Allen, Notary

Print Name and Title



NOTARY PUBLIC  
STATE OF OHIO  
KAREN N. ALLEN

MY COMMISSION EXPIRES AUG. 1, 2010

My commission expires on 08-01-10

(Ohio Natural Gas Governmental Aggregator) Page 3 of 3

**EXHIBIT B-1  
AUTHORIZING ORDINANCE**

**AUTHORIZING ORDINANCE 2  
BALLOT LANGUAGE  
CERTIFICATE OF RESULT OF THE ELECTION 1**

**3 PAGES**

**ORDINANCE NUMBER 10-08**

**AN ORDINANCE AUTHORIZING ALL ACTIONS NECESSARY TO EFFECT A NATURAL GAS AGGREGATION PROGRAM WITH OPT-OUT PROVISIONS PURSUANT TO SECTION 4929.26, OHIO REVISED CODE, DIRECTING THE HAMILTON COUNTY BOARD OF ELECTION TO SUBMIT A BALLOT QUESTION TO THE ELECTORS AND DECLARING AN EMERGENCY.**

**WHEREAS**, the Ohio Legislature has enacted natural gas deregulation which authorizes the legislative authorities of municipal corporations, townships and counties to aggregate automatically, pursuant to Section 4929.26 of the Ohio Revised Code, subject to opt-out provisions, competitive retail natural gas service for the retail gas loads located in the respective jurisdictions and to enter into service agreements to facilitate the sale and purchase of the service for the natural gas loads; and

**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 natural gas deregulation through lower natural gas 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 4929.26 of the Ohio Revised Code (the "Aggregation Program"), for the residents, businesses and other natural gas consumers in the City of the Village of Indian Hill and in conjunction jointly with any other municipal corporation, township, county or other political subdivision of the State of Ohio, as permitted by law; and

**WHEREAS**, council desires to proceed with the submission of the question to the electors of the city of the Village of Indian Hill;

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

**SECTION 1.** This Council finds and determines that it is in the best interest of the City of the Village of Indian Hill, its residents, businesses and other natural gas consumers located within the corporate limits of the city of the Village of Indian Hill to establish the Aggregation Program in Indian Hill. Provided that this Ordinance and the Aggregation Program is approved by the electors of Indian Hill pursuant to Section 2 of this Ordinance, Indian Hill is hereby authorized to aggregate automatically in accordance with Section 4929.26, Ohio Revised Code, and subject to the opt-out requirements of Division (D) of Section 4929.26, competitive retail natural gas service for the retail natural gas loads located within the city of the Village of Indian Hill, and, for that purpose, to enter into service agreements to facilitate for those loads the sale and purchase of service for the natural gas loads. The City of the Village of Indian Hill 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 a natural gas 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 City of the Village of Indian Hill at the general election on November 4, 2008.

Shall the City of the Village of Indian Hill have the authority to aggregate automatically in accordance with Section 4929.26 of the Ohio Revised Code, and subject to the opt-out requirements of Division (D) of Section 4929.26, competitive retail natural gas service for the retail natural gas loads located in the City of the Village of Indian Hill, and for that purpose, enter into service agreements to facilitate the sale and purchase of the service for the retail natural gas loads, such aggregation to occur automatically except where any person elects to opt out?

YES

NO

**SECTION 3.** Upon the approval of a majority of the electors voting at the general election provided for 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 City. 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 any natural gas load located within the City unless it in advance clearly discloses to the person owning, occupying, controlling, or using the natural gas load 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 natural gas company providing distribution service for the person's retail gas load, until the person chooses an alternative supplier.

**SECTION 4.** Upon passage of this ordinance, the Clerk of this Council is instructed immediately 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 4, 2008. 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 this Section 2 and Section 4929.26 of the Ohio Revised Code.

**SECTION 5.** 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 6.** Notice of the adoption of this Ordinance shall be given once by publishing the title of the Ordinance in an abstract prepared by the City Manager or Solicitor in the *Indian Hill Bulletin*.

**SECTION 7.** Because it is necessary to certify this ballot issue to the Board of Elections no later than seventy-five (75) days prior to the November 4, 2008 Ballot and Council is not scheduled to meet again until August 25, 2008, this ordinance is hereby declared an emergency measure and shall be effective immediately upon passage.

Passed: June 16, 2008

  
Eppa Rixey IV, Mayor

Attest:

  
Paul C. Riordan, Clerk,



**CERTIFICATE OF RESULT OF ELECTION ON QUESTION OR ISSUE**

Revised Code, Section 3501.11

State of Ohio

County of HamiltonThe Board of Elections of Hamilton County herebycertifies that at the election held in City of Indian Hill

(Subdivision)

in said county on November 4th, 2008 the

(Date of election)

vote cast on the following issue was as follows:

Issue Shall the City of Indian Hill, have the authority to aggregate the retail natural gas loads located in the City of Indian Hill, and enter into service agreements to facilitate for those loads the sale and purchase of

(Tax levy, bond issue, local option, etc. — describe fully)

natural gas, such aggregation to occur automatically except where any person elects to opt out?

Votes three thousand one hundred thirty four

(For, yes, etc.—as on ballot)

3,134

(Number)

Votes four hundred forty eight

(No, against, etc.—as on ballot)

448

(Number)

Total votes cast on issue: thirty five hundred eighty two3,582

(Number)

Witness our official signatures at Cincinnati, Ohio insaid county, this 25th day of November, 2008

(Year)

Chairman

Thomas M. Burke  
Charles H. Burkhardt  
V. David Radford

Attest:

Kathy Meyer

Clerk

BOARD OF ELECTIONS

Hamilton

County, Ohio

RECEIVED

DEC - 2008

VILLAGE OF INDIAN HILL

**EXHIBIT B-2**  
**OPERATION AND GOVERNANCE PLAN**

AFFAIDAVIT OF PUBLICATION 4  
RESOLUTION TO ADOPT PLAN 1  
COPY OF PLAN 20

To Place a Classified Ad Call: 513-421-6300

P  
R  
O  
O  
F**Actual Size****Public Notice: Public Hearing on the Village of Indian Hill's Natural Gas Aggregation Program Plan of Operation and Governance**

The Village of Indian Hill Council will hold two public hearings on Indian Hill's Natural Gas Aggregation Program Plan of Operation and Governance. The hearings will be held at 2:00 p.m. and at 5:30 p.m. on Monday, March 16, 2009, both meetings to be held at the Indian Hill Fire House located at 6475 Drake Road, Cincinnati, OH 45243. In November 2008, Indian Hill voters passed Gas Aggregation, which authorized the Village to form a governmental natural gas aggregation for the purchase of natural gas on behalf of Village residents. The Village of Indian Hill shall submit its aggregation Plan of Operation to the Public Utilities Commission pursuant to PUCO Regulation and Ohio law. Indian Hill shall develop an opt-out aggregation program following the procedure set forth in Ohio Revised Code Section 4928.20.

Integrus Energy Services, Inc. (Integrus) is the proposed retail natural gas service provider to the aggregate. Subject to the final approval of the Village of Indian Hill Council, the Council and Integrus will enter into a Natural Gas Aggregation Supply Agreement. The Natural Gas Aggregation Supply Agreement may provide a fixed rate, a capped rate, a flex-down rate, and/or a variable rate for eligible customers that provide more price certainty and stability than the rates currently offered by Duke Energy. The offer is estimated to begin in June 2009 and will be for a 1 or 2 year term.

All eligible customers (Duke Energy customers) to be included in the Village's aggregate will be included unless they opt-out. All customers eligible to be included in the Village's aggregate will receive a mailing notifying them of their right to opt-out. The Notice will fully explain the rates, terms and conditions and general information regarding the Program. If a customer does not wish to be included in the program, the customer will have 21 days to opt-out of the program free of charge by returning an enclosed post card or calling a toll free telephone number.

New customers moving in the Village of Indian Hill will be included in the aggregate unless they exercise their right to opt-out of the aggregate. Customers moving within the Village will retain their status at the original rate. Aggregate customers will continue to receive one bill from Duke Energy.

1001444422

**200% Enlargement****Public Notice: Public Hearing on the Village of Indian Hill's Natural Gas Aggregation Program Plan of Operation and Governance**

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New customers moving in the Village of Indian Hill will be included in the aggregate unless they exercise their right to opt-out of the aggregate. Customers moving within the Village will retain their status at the original rate. Aggregate customers will continue to receive one bill from Duke Energy.

100144447

**Public Notice: Public Hearing on the Village of Indian Hill's Natural Gas Aggregation Program Plan of Operation and Governance**

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New customers moving in the Village of Indian Hill will be included in the aggregate unless they exercise their right to opt-out of the aggregate. Customers moving within the Village will retain their status at the original rate. Aggregate customers will continue to receive one bill from Duke Energy.

1001444447

**RESOLUTION NO. 09-09**

**RESOLUTION ACCEPTING A NATURAL GAS  
AGGREGATION PROGRAM PLAN OF OPERATION AND  
GOVERNANCE IN CONNECTION WITH AN OPT-OUT  
NATURAL GAS AGGREGATION PROGRAM**

**WHEREAS**, the Indian Hill electorate approved the Village of Indian Hill pursuing an opt-out natural gas aggregation program on November 4, 2008; and

**WHEREAS**, pursuant to a contract authorized by Resolution 5-09 Integrys Energy Services prepared a Plan of Operation and Governance, and the Village of Indian Hill conducted two public hearings to consider comments on the proposed Plan of Operation and Governance; and

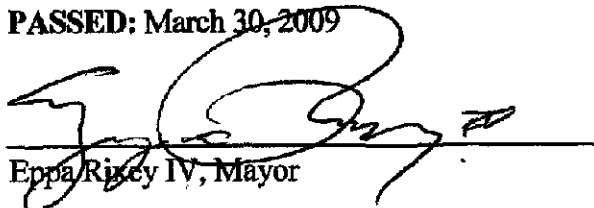
**WHEREAS**, City Council has determined that it is in the best interests of the Village of Indian Hill to accept the Plan of Operation and Governance and proceed with the filing of said plan with the Public Utilities Commission of Ohio;

**NOW, THEREFORE, BE IT RESOLVED BY  
THE COUNCIL OF THE VILLAGE OF  
INDIAN HILL, STATE OF OHIO:**

Section 1. The Natural Gas Aggregation Program Plan of Operation and Governance prepared by Integrys Energy Services and presented at two public hearings held on March 16, 2009 is hereby accepted in a form substantially the same as attached hereto as Exhibit A.

Section 2. The City Manager is hereby authorized and directed to proceed with the filing of said Natural Gas Aggregation Program Plan of Operation and Governance in order for the City of the Village of Indian Hill to be certified with the Public Utilities Commission of Ohio as a natural gas aggregator.

**PASSED: March 30, 2009**

  
Eppa Rixey IV, Mayor

**ATTEST:**

  
Paul C. Riordan, Clerk

# **VILLAGE OF INDIAN HILL, OHIO**

## **NATURAL GAS AGGREGATION PROGRAM**

### **PLAN OF OPERATION AND GOVERNANCE**

For Additional Information Contact:

City Manager

Village of Indian Hill, Ohio

6525 Drake Road

Cincinnati, OH 45243

513-561-6500





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## INTRODUCTION

The Village of Indian Hill, Ohio has developed this Natural Gas Aggregation Program Plan of Operation and Governance ("Plan of Operation") in accordance with the governmental aggregation provisions of Amended House Bill 9 as provided in Sections 4901 and 4929.26 of the Ohio Revised Code and the Rules for Formation and Operation of Natural Gas Governmental Aggregations. The Amended Bill authorized governmental aggregation, the combining of multiple retail natural gas loads within and by a municipality, an unincorporated township or the unincorporated areas of the county by a board of county commissioners for the purpose of purchasing competitive retail natural gas service in Ohio's competitive retail natural gas market. The legislation also provided the Public Utilities Commission of Ohio ("PUCO") with authority to promulgate and adopt rules regarding governmental aggregation in Ohio. The Village of Indian Hill's Plan of Operation complies with the requirements of the governmental aggregation rules as issued by the PUCO. The Plan of Operation provides, in detail, the services provided under the aggregate, customer rights, terms and conditions of service, rate setting, and aggregate structure and formation.

The Village of Indian Hill's ("the Village") Natural Gas Aggregation Program ("Program" or "Aggregation Program") will aggregate the retail natural gas load of residents and businesses that are eligible to participate in the Duke Energy-Ohio ("Duke") Energy Choice program for the purpose of negotiating for competitive retail natural gas supply at favorable rates. It has the potential to combine almost five thousand (2000) residential, commercial and industrial customers into a buying pool that will be attractive to third party Retail Natural Gas Suppliers ("Suppliers"). Participation in the Program is voluntary. Any individual customer ("Member") has the opportunity to decline participation.

The Village will not buy or resell the natural gas for the participants of the Program. Instead, the Village of Indian Hill will serve as the purchasing agent for the Program and will negotiate a contract with a competitive Retail Natural Gas Supplier to provide firm, all-requirements service to the members of its Aggregation Program. The contract will offer Eligible Customers a retail natural gas rate option other than the local utility's rate. Customer rights and terms of service are discussed in detail in this Plan of Operation and Governance.

A majority of the Village of Indian Hill's residents approved a ballot issue in November of 2008 authorizing the Village to form an aggregation whereby eligible retail natural gas customers would be automatically included in a large buying group unless, subject to prior notice, they followed a stated procedure to opt-out. Any eligible retail natural gas customer within the boundaries of The Village of Indian Hill has the ability to decline service, opt-out of the aggregate, and choose the incumbent supplier or any other alternative competitive Retail Natural Gas Supplier. The State of Ohio allows the Director of the Ohio Department of Development to aggregate retail natural gas customers that participate in the Percentage of Income Payment Plan ("PIPP") throughout Ohio. Accordingly, customers participating in the PIPP Program at the time of the Opt-out mailing will not be automatically included in The Village of Indian Hill's Natural Gas Aggregation Program.

## **I. GOVERNMENTAL AGGREGATION FORMATION PROCESS**

### **1.1 Statutory Requirements**

The Village of Indian Hill shall develop and institute an opt-out aggregation. The process of governmental aggregation is set out in Ohio Revised Code Section 4929. The section defines automatic aggregation or opt-out aggregation for retail natural gas customers. Under the opt-out aggregation provisions, all eligible retail natural gas customers within the municipality or township may be automatically included in the Aggregation Program. See the Plan of Operations' Definitions Section, definition 1.8 of this Plan of Operation and Governance for description of Eligible Customers according to Rule 4901:1-28-01 of the PUCO Natural Gas Governmental Aggregation Rules.

Opt-out aggregation may only occur after the majority of voters within a municipality, an unincorporated township, or other unincorporated areas of the county authorize the formation of the governmental aggregation. The governmental entity must adopt an ordinance or a resolution placing the issue on the ballot and voters must decide the issue in a general or special election. After obtaining majority voter approval, but prior to inclusion in the aggregate, affected customers must be given notice entitling them to affirmatively elect not to be part of the Aggregation Program. These customers can opt-out during a 21-day period.

The Village of Indian Hill obtained the support of the majority of its voters and shall automatically include all eligible retail natural gas customers receiving the Village's offer within the Village's corporate limits in its aggregate, unless such consumers follow a prescribed procedure for opting out. The Village of Indian Hill's opt-out notice, procedure and period are discussed in Section VIII below.

### **1.2 PUCO Certification**

In addition to requiring the support of the majority of voters within a municipality, an unincorporated township, or the other unincorporated areas of the county, Section 4929.20 of the Ohio Revised Code requires PUCO certification of Governmental Aggregators. In order to obtain PUCO certification, governmental entities are required to complete and file a certification application. To maintain their certified status, governmental aggregators must comply with the PUCO's Formation and Operation of Natural Gas Governmental Aggregations Rules. The Village of Indian Hill will file for certification as a Governmental Aggregator after adoption of its Plan of Operation and Governance as required by the Ohio Revised Code and the Governmental Aggregation Rules. The Village developed this Plan of Operation and Governance in compliance with the PUCO's rules regarding governmental aggregation. With the assistance of its Retail Natural Gas Supplier the Village of Indian Hill shall comply with the PUCO's governmental aggregation rules.

## **II. RETAIL NATURAL GAS SUPPLIER**

On November 4, 2008, the residents of The Village of Indian Hill passed an issue allowing the Village to aggregate retail natural gas load centers within the Village with the goal of offering

residents a choice in an energy supplier committed to competitive pricing that brings price certainty and stability and program simplicity. To this end, the Village negotiated with Integrys Energy Services, the Village's Retail Natural Gas Supplier. The Village will not assume title to natural gas; it will not buy and resell the natural gas to the participants of the Aggregation Program. Instead, the Village intends to enter into a contract with Integrys Energy Services, Inc. for the provision of competitive retail natural gas service to the members of the Aggregation Program. Similarly, the Village will not handle billing or scheduling of natural gas. Those responsibilities rest with the selected supplier and Duke Energy-Ohio.

The Village of Indian Hill shall serve as the purchasing agent for the Village's Aggregation Program and has delegated to Integrys Energy Services the responsibility of implementing the Village of Indian Hill Aggregation Program. Integrys Energy Services is a certified Competitive Retail Natural Gas Supplier by the PUCO. Integrys Energy Services is registered to serve and participate on Duke Energy-Ohio's retail natural gas program; has the corporate structure to sell both wholesale and competitive retail natural gas; has demonstrated that its Electronic Data Interchange ("EDI") computer network is fully functional and capable of handling the requirements of the retail natural gas customers in The Village of Indian Hill; has the marketing ability to reach the retail natural gas customers in the Village and the ability to educate them on the Village's Aggregation Program; has a fully staffed and trained call center capable of handling customer calls related to the Village's Program; has establish a toll-free number as required by the PUCO for customer service and complaints related to the Village's Aggregation Program; and shall assist the Village in fulfilling requirements imposed on the Village of Indian Hill's Aggregation Program by the PUCO.

### **III. AGGREGATION SERVICES**

Integrys Energy Services shall serve as The Village of Indian Hill's Retail Natural Gas Supplier and, with the assistance of the Village, Integrys Energy Services shall perform the following functions regarding The Village of Indian Hill's Aggregation Program: assist the Village in fulfilling PUCO requirements including the filing of certification application, required reports and the compliance of this Plan of Operation with PUCO rules; analyze customer information provided by Duke Energy-Ohio to identify Eligible Customers within the Village's corporate limits; develop the Program's rates, terms and conditions of service and opt-out notices; distribute required notices to eligible retail natural gas consumers in The Village of Indian Hill; conduct the opt-out process; notify Duke Energy-Ohio of the participating customers in the Village's aggregate; notify customers of service start dates; undertake all EDI responsibilities and interact with Duke Energy-Ohio regarding the same; provide customer service and support as discussed herein; develop consumer education materials; inform customers that move into the Village after Program start-up of the Program and of their ability to opt-out; address all customer complaints as discussed herein; provide new Program rates at the end of the rate periods; notify participating and or eligible customers of the Program's new rates, terms and conditions of service and of their ability to opt-out at no charge at the end of each rate period; and otherwise implement this Plan of Operation and Governance.

#### **IV. NATURAL GAS AGGREGATION SUPPLY AGREEMENT**

##### **4.1 Retail Natural Gas Services**

Upon certification, The Village of Indian Hill and Integrys Energy Services shall enter into a Natural Gas Aggregation Supply Agreement for the provision of natural gas aggregation services to the Aggregation Group. The Village of Indian Hill's Resolution No. [REDACTED] authorizes the Village's entering such Agreement. The terms and conditions of the Agreement govern the implementation and administration of the Village's Aggregation Program. A copy of the Agreement is attached hereto as Attachment A. A copy of Resolution No. [REDACTED] is attached hereto as Attachment B.

##### **4.2 Reliability of Natural Gas Supply**

The Program will only affect the actual cost of the natural gas commodity portion of a customer's bill. Duke Energy-Ohio will continue to deliver the natural gas through their transportation and delivery systems. Responsibility for maintaining system reliability continues to rest with Duke Energy-Ohio. If Members have service, reliability, or delivery related problems they should contact Duke Energy-Ohio. The PUCO has established "Minimum Reliability Standards" for all utilities operating distribution systems in Ohio. Duke Energy-Ohio is expected to comply with those standards.

In addition to maintaining the "pipeline" delivery system, Duke Energy-Ohio is required to be the "Provider of Last Resort." This means, should Integrys Energy Services fail for any reason to deliver any or all of the natural gas needed to serve the Members' needs, Duke Energy-Ohio will immediately provide for the shortfall. Duke Energy-Ohio would then bill the supplier for the natural gas provided on their behalf. Customers will see no disruption to their natural gas service.

##### **4.3 Integrys Energy Services Consulting Services**

Integrys Energy Services shall assist the Village in performing the Village's obligations provided herein and as otherwise required by the Village to assist in the administration of the Village's aggregation efforts.

Integrys Energy Services, in cooperation with the Village and Duke Energy-Ohio, shall identify the eligible Duke Energy-Ohio customers in the Village of Indian Hill.

Integrys Energy Services will assist the Village in submitting the PUCO Annual monitoring and report information. Integrys Energy Services will assist the Village in completing and filing the PUCO required reports. Integrys Energy Services will provide the required customer enrollment information to the Village, for the PUCO Reports.

#### **V. RATE SETTING**

##### **5.1 Rate Determination Process**

The prices to be charged to Members in the Program will be provided in the Natural Gas Aggregation Supply Agreement executed by the Village and Integrys Energy Services. Pricing shall

be based on the New York Mercantile Exchange ("NYMEX") forward prices. Program rates will be determined when the Village agrees on the price as provided in Exhibit A of the Natural Gas Aggregation Supply Agreement (sometimes referred to as the "Agreement"). Members will be notified of the rates and terms of the Program as part of the opt-out process, through a direct mailing sent to each resident and business within the Village limits that meets the eligibility criteria at the time the mailing list is created.

## 5.2 Integrys Energy Services Rate

The Village and Integrys Energy Services will negotiate a rate plan option for eligible customers. The rate plan option will be as described in the customer's opt-out notice and will not exceed a twenty-four (24) month period without offering the customer an opportunity to opt-out. The below listed products are the general products to be offered to participants in the Village of Indian Hill Natural Gas Aggregation Program. The Village and Integrys Energy Services may negotiate a different product type including but not limited to variable and less than yearly rates in the future depending on market conditions. Any new product offering will be detailed in a Natural Gas Supply Agreement signed by the Village of Indian Hill and in the opt-out notice mailed to residents. Residents should refer to their most recent opt-out notice terms and conditions for the rate option specific to their account.

The Village and Integrys Energy Services may offer more than one of the below listed rate options to the customer during an opt-out period. Typically one option will be the automatic default and the secondary option will be a sign-up rate. If the Village offers more than one rate option and a customer wishes to switch from one rate option to another rate option outside of the twenty-one (21) day Opt-Out Period, they may be subject to a \$25 exit fee.

Fixed Rate Plan: This rate option provides a fixed rate for two separate twelve (12) month periods. Each twelve (12) month fixed rate will be determined based on an adder plus New York Mercantile Exchange (NYMEX) market pricing formula. The Village will fix the price of the Year One Fixed Rate with Integrys Energy Services as provided in the Natural Gas Aggregation Supply Agreement. The price of the Year One Fixed Rate will be determined prior to starting the Opt-Out Period. The Year Two Fixed Rate will be determined in the same manner prior to the end of year one. Newly eligible residents and residents currently enrolled in the Aggregation Program will be mailed a Year Two Fixed Rate Notice no later than thirty (30) days prior to the start of service on the Year Two Fixed Rate. Residents who opted out of the Year One Rate will not receive the Year Two Fixed Rate Notice. Those residents may contact Integrys Energy Services for enrollment information.

Locked-In Price with Flex Down Opportunity<sup>SM</sup> Rate Plan: This rate option provides a maximum price for two separate twelve (12) month periods with the ability of a monthly rate decrease in the event NYMEX prices decline. Each twelve (12) month maximum rate will be determined based on an adder plus New York Mercantile Exchange (NYMEX) market pricing formula. The Village will lock in the maximum price of the Yearly Flex Down Rate with Integrys Energy Services as provided in the Natural Gas Aggregation Supply Agreement. The price offered under this plan may change each month but will never exceed the maximum price initially locked-in for the twelve (12) month period. Participating customers may see their rates increase or decrease with the market each month but will never exceed the maximum rate determined by the Village and

offered in the initial opt-out notice. The first twelve (12) month rate maximum or Year One Locked-In Price with Flex Down Opportunity<sup>SM</sup> Rate will be determined prior to starting the Opt-Out Period. The second twelve (12) month rate maximum or Year Two Locked-In Price with Flex Down Opportunity<sup>SM</sup> Rate will be determined in the same manner prior to the end of year one.

Customers who are participating in the Aggregation Program and newly eligible residents at the end of year one will be mailed a Year Two Locked-In Price with Flex Down Opportunity<sup>SM</sup> Rate Notice no later than thirty (30) days prior to the start of service on the Year Two Locked-In Price with Flex Down Opportunity<sup>SM</sup> Rate. The Year Two Locked-In Price with Flex Down Opportunity<sup>SM</sup> Rate Review Period will be the twenty-one (21) days from the postmark of the notice in which customers may review the new rate for Year Two and switch out of the Aggregation Program without being charged the \$25 exit fee. Customers that choose not to accept the Year Two Locked-In Price with Flex Down Opportunity<sup>SM</sup> Rate must contact Integrys Energy Services on or before the 21<sup>st</sup> day as provided in the notice. Customers that contact Integrys Energy Services to switch after the 21<sup>st</sup> day may be charged a \$25 exit fee. Customers that do not notify Integrys Energy Services of their desire to switch out of the Program will automatically continue service in the Village's Natural Gas Aggregation Program at the Year Two Locked-In Price with Flex Down Opportunity<sup>SM</sup> Rate. Residents who initially opted out of the Year One Locked-In Price with Flex Down Opportunity<sup>SM</sup> Rate will not be automatically included in the Year Two Locked-In Price with Flex Down Opportunity<sup>SM</sup> Rate. Those residents may contact Integrys Energy Services for enrollment information.

Changes to the Yearly Locked-In Price with Flex Down Opportunity<sup>SM</sup> Rate may not be mailed to participating customers outside of the opt-out periods. Rates will appear on the customer's bill and will be posted on the Integrys Energy Services website at [www.integrysenergy.com](http://www.integrysenergy.com) or residents may call the toll-free telephone number.

Summer Variable/Winter Fixed Rate Plan: This pricing option will be for two separate twelve (12) month pricing periods. The rate plan offers a fixed rate during the winter service months of (Oct-March) and a monthly variable rate for the summer service months of (April – Sept). The Village will fix the Yearly Winter Fixed portion of this rate plan as provided in the Natural Gas Aggregation Supply Agreement. The Year One Winter Fixed rate will be determined based on an adder plus NYMEX pricing formula and will remain the same for the winter months. The Winter Fixed rate for Year Two will be determined in the same manner prior to the end of year one. The Summer Variable Rate will be determined each month based on an adder plus NYMEX pricing formula. The Summer Variable Rate will change each month on the customer's bill and may increase or decrease depending on the market.

All eligible residents will be mailed an opt-out notice prior to the start of the Year One Rate Plan. Prior to the Year Two Rate Plan only customers participating in the Aggregation Program and newly eligible residents will be mailed a Year Two Summer Variable/Winter Fixed Rate Notice. The Year Two Notice will be mailed no later than thirty (30) days prior to the start of service on the Year Two Summer Variable/Winter Fixed Rate. The Year Two Summer Variable/Winter Fixed Rate Review Period will be the twenty-one (21) days following the postmark of the notice mailed to customers in which customers may review the new rate for Year Two and switch out of the Aggregation Program without being charged the \$25 exit fee. Customers that choose not to accept the Year Two Summer Variable/Winter Fixed Rate must contact Integrys Energy Services on or before the 21<sup>st</sup> day as provided in the notice. Customers that contact Integrys Energy Services to



switch after the 21<sup>st</sup> day may be charged a \$25 exit fee. Customers that do not notify Integrys Energy Services of their desire to switch out of the Program will automatically continue service in the Village's Natural Gas Aggregation Program at the Year Two Summer Variable/Winter Fixed rate.

Quarterly Fixed Rate Plan: This pricing option is for either a twelve (12) or a twenty-four (24) month period. The price will change on a quarterly basis. The Village will fix each Quarter's Fixed Price as provided in the Natural Gas Aggregation Supply Agreement. Each new Quarterly Fixed Rate will be determined the last month of the prior quarter based on an adder plus NYMEX pricing formula. The First Quarterly Fixed rate will be determined prior to starting the Opt-out Period based on an adder plus NYMEX pricing formula.

Eligible customers may choose the Quarterly Fixed Rate during the 21 day Opt-Out Period. Ineligible customers or newly eligible customers after the opt-out period may request the Quarterly Fixed Rate by calling the Integrys Energy Services toll-free telephone number or by signing up through the website.

Changes to the Quarterly Fixed Rate may not be mailed to participating customers outside of the opt-out periods. Rates will appear on the customer's bill and will be posted on the Integrys Energy Services website at [www.integrysenergy.com](http://www.integrysenergy.com) or residents may call the toll-free telephone number.

Variable Rate Plan: This pricing option is for either a twelve (12) or a twenty-four (24) month period. The rate plan offers a monthly variable rate which will be determined each month based on an adder plus NYMEX pricing formula. The rate will change each month on the customer's bill and may increase or decrease depending on the market.

Eligible customers may choose the Variable Rate Plan during the 21 day Opt-Out Period. Ineligible customers or newly eligible customers after the opt-out period may request the Variable Rate Plan by calling the Integrys Energy Services toll-free telephone number or by signing up through the website.

Rates will appear on the customer's bill and will be posted on the Integrys Energy Services website at [www.integrysenergy.com](http://www.integrysenergy.com) or residents may call the toll-free telephone number.

### 5.3 Sales Tax

Customer bills will include Hamilton County sales tax. Tax exempt customers wishing to participate in the Program must provide Integrys Energy Services a current certificate of exemption prior to start of service. Integrys Energy Services will not charge sales tax starting with the date the certificate is received. Integrys Energy Services is not liable for sales tax charged prior to receipt of the exemption certificate.

### 5.4 Duke Energy-Ohio Charges

Duke Energy-Ohio will continue to bill for transportation and distribution services. All customers choosing service under a competitive retail natural gas program are charged by Duke Energy-Ohio a Balancing Adjustment, Actual Adjustment, or Reconciliation Adjustment component

of the GCR ("GCR Adjustments") for the initial 12 months of their service in the Program. Customers on the Duke Energy-Ohio GCR rate at the time of enrollment in the Aggregation Program that had not been served by a Retail Natural Gas Supplier at least 60 days prior to service under the Aggregation Program will be charged by Duke Energy-Ohio a Balancing Adjustment, Actual Adjustment, or Reconciliation Adjustment component of the GCR for the initial 12 months of the Program. Customers on the Duke Energy-Ohio GCR rate that were served by a Retail Natural Gas Supplier within the 60 days prior to service under the Aggregation Program will only be charged the GCR adjustments by Duke Energy-Ohio for the remaining number of months left in their initial twelve-month period. Customers served by another supplier that switch to the Aggregation Program and not served on the Duke Energy-Ohio GCR rate for 12 months prior to requesting service under the Aggregation Program will not be charged the GCR adjustments by Duke Energy-Ohio.

### **5.5     Switching Fees**

Integrus Energy Services will be responsible for any switching fee imposed by Duke Energy-Ohio. Customers currently served by a competitive Retail Natural Gas Supplier that choose to join the Aggregation Program are responsible for any exit fees or switching fees charged by that supplier.

## **VI.     CREDIT AND COLLECTION POLICY**

### **6.1     Billing**

Customers will receive Consolidating Billing, meaning the customers will continue to receive a single, monthly bill from Duke Energy-Ohio, which will include charges from Integrus Energy Services for the retail natural gas portion of their bill. The bill will show the Integrus Energy Services' rate, multiplied by the CCF used per month, plus any applicable sales tax. Customers are billed according to their Duke Energy-Ohio bill cycle. Customers are still eligible and able to participate in budget billing.

### **6.2     Payment Terms**

Customers are required to pay their entire Duke Energy-Ohio bill by the bill due date to avoid late charges and to maintain good standing in the program. Duke Energy-Ohio is authorized to disconnect a customer's gas service in accordance with its tariffs for past due charges owed to an alternate supplier. Should Integrus Energy Services initiate contract termination for non-payment, customers will receive 14 days notice prior to end of service.

### **6.3     Collection Process**

Duke Energy-Ohio's credit and collection policy will apply to the Aggregation Program. For more information on the Duke Energy-Ohio collection policy customers should contact Duke Energy-Ohio customer service at 1-800-362-7557.

## **VII. PROGRAM ENROLLMENT**

The Village of Indian Hill's natural gas aggregation is an "opt-out" Aggregation Program. Accordingly, Eligible Customers will be automatically included in the Village's Aggregation Program unless they comply with the Program's opt-out procedure discussed in Section VIII below. Eligible customers who wish to participate and remain in the Village's aggregate need not take any action. Participating customers will be automatically enrolled in The Village of Indian Hill's Program. Enrollment shall commence with the start of service and shall continue for a twenty-four (24) month service period. Eligible customers who choose to opt-out will not receive another automatic enrollment opportunity until the twenty-four (24) month service period has expired. Integrys Energy Services will notify customers when service under the Program will begin which shall coincide with the switch from their current supplier.

Customers who meet all of the following criteria will automatically become members of the Aggregation Program:

- Do not opt-out and therefore remain in the Program after the designated 21-day Opt-Out Period;
- Residents of The Village of Indian Hill whose service address is within the boundaries of The Village of Indian Hill; and
- Is an Eligible Customer and not otherwise deemed ineligible to participate in the Village's Program.

Customers rejected by Duke Energy-Ohio upon enrollment will be mailed a letter from Integrys Energy Services stating the reason for their rejection within three (3) days of Integrys Energy Services receipt of the rejection file by Duke Energy-Ohio.

## **VIII. OPT-OUT PROCEDURE AND TERMS**

### **8.1 Opt-out Process**

The Village will develop an Opt-out or automatic governmental aggregation pursuant to section 4929 of the Ohio Revised Code. As the Retail Natural Gas Supplier to the Village's Program, Integrys Energy Services shall disclose to the person owning, occupying or using the natural gas load center that the person will be enrolled in the Village's Program unless they affirmatively elect not to be enrolled. That person must opt-out by following the Aggregation Program's stated opt-out procedure. Integrys Energy Services shall draft and Village shall approve the opt-out notice and docket the same with the PUCO at least ten (10) days prior to mailing it to Eligible Customers.

Using the Duke Energy-Ohio customer list, Integrys Energy Services with the assistance of the Village shall on a best efforts basis identify all Eligible Customers within the Village limits. Per PUCO natural gas aggregation rules, Duke Energy-Ohio will remove PIPP customers and customers that do not meet the eligibility criteria outlined in section VII above from the list of Eligible Customers prior to giving the data to the Village or Integrys Energy Services.

Integrus Energy Services will implement the opt-out process on behalf of the Village of Indian Hill. Prior to commencement of service, Integrus Energy Services will utilize customer information provided by Duke Energy-Ohio to notify all eligible retail natural gas customers in the Village of their right to opt-out of the Village of Indian Hill's Natural Gas Aggregation Program. Residents must be an eligible customer as of the date the customer list was created by Duke Energy-Ohio to receive an opt-out notice. Eligible customers will be mailed an opt-out notice within thirty (30) days of Integrus Energy Services' receipt of the Duke Energy-Ohio list. Eligible customers for automatic enrollment shall be residential and/or commercial customers in the Village that are not otherwise designated by Duke Energy-Ohio or the PUCO as ineligible at the time the mailing list is created or are otherwise deemed ineligible to participate in the Village's Aggregation Program. Eligible Customers will receive by mail a notice disclosing: the Program's rates; terms and conditions of service; and general information related to the Program. The notice shall clearly provide instructions on how to opt-out of the program, which shall be by returning a postcard to Integrus Energy Services or calling a designated number at Integrus Energy Services. The Opt-Out Period shall be a twenty-one (21) day period. Eligible Consumers shall have twenty-one (21) days from the date of the postmark on the notice to indicate their intent to opt-out. Eligible Customers that do not follow the prescribed opt-out procedure shall be automatically enrolled in the program. The customer should immediately notify Integrus Energy Services if they are inadvertently switched and are not an eligible Duke Energy-Ohio customer in the Village of Indian Hill. Integrus Energy Services shall notify Duke Energy-Ohio of The Village of Indian Hill's Eligible Customers to be switched to service under the Program.

#### **8.2 No Fee Opt-out Privileges**

The Village of Indian Hill's Duke Energy-Ohio customers may only return to the utility or switch to another retail natural gas supplier during Village's Aggregation Program service period or switch between the available aggregation rate offers during a service period at no charge under the following circumstances: a) during the Opt-Out Period; b) during the Rate Review Period as discussed in Section 5.2 above; or c) if they move out of the Village of Indian Hill. Customers that switch out of the program for any other reason may be charged a \$25 exit fee.

#### **8.3 Duke Energy-Ohio Confirmation/Rescission Letter**

A final means of leaving the Program, and an added defense mechanism against "customer slamming", comes in the form of written notification from Duke Energy-Ohio. This notice will inform the customer that they are about to be switched to Integrus Energy Services and have seven (7) days if they wish to rescind the contract. Customers must rescind by contacting Duke Energy-Ohio within the seven 7 day period.

#### **8.4 Process for Determining the Pool of Customers**

Integrus Energy Services will mail Opt-out Notices which include the Program terms and conditions along with instructions on how to opt-out to each eligible customer. Integrus Energy Services and the Village will work together as described in Section 4.3 above to ensure that only eligible residents of the Village of Indian Hill are included in the mailing.

A customer may opt-out by returning a postcard to Integrus Energy Services or by calling Integrus Energy Services customer service at a designated phone number. Integrus Energy Services will

remove customers who have returned opt-out forms, called to opt-out and any customers that are otherwise no longer eligible for the Program from the pool for enrollment.

Customers who have switched away from Duke Energy-Ohio to another supplier and wish to join the Village of Indian Hill's Aggregation Program and sign-up with Integrys Energy Services would first have to terminate their existing contract and contact Integrys Energy Services during the initial Opt-Out Period to receive the group rate. Those customers would be responsible for any early termination fees assessed by their current supplier.

#### **8.5     Return to Duke Energy-Ohio Service**

Customers that opt-out of the Village of Indian Hill's Aggregation Program after the initial 21-day Opt-Out Period will remain on Duke Energy-Ohio's commodity service and pay the applicable Standard Offer Service rate while taking such service, or if the consumer selects an alternate Retail Natural Gas Supplier that supplier's rate. Customers that voluntarily return to Duke Energy-Ohio during service under the Aggregation Program may be charged a price other than Duke Energy-Ohio's Standard Offer Service rate.

#### **8.6     Switching to Other Suppliers**

Aggregation Program participants that switch to a different Retail Natural Gas Supplier after the expiration of the Opt-out Period will be allowed to do so in correlation with the customer's next scheduled meter read date. Customers choosing to switch, outside of the Opt-Out Period or Year Two Rate Review Period, may be subject to a \$25 exit fee. Notification of intent to opt-out of the Aggregation Group may be made by contacting Integrys Energy Services Customer Service by telephone or in writing.

### **IX.     JOINING THE PROGRAM AFTER START-UP**

#### **9.1       New Village of Indian Hill Residents**

Eligible Customers that move into the Village of Indian Hill after the conclusion of the initial Opt-Out Period shall have the opportunity to join the Village's Aggregation Program at the rates provided in the Natural Gas Aggregation Supply Agreement. These customers may call Integrys Energy Services for information on joining the Aggregation Program. Integrys Energy Services may conduct a periodic Opt-Out Period refresh for new residents subject to receipt of new customer information from Duke Energy-Ohio. In the refresh, or if directly contacted, Integrys Energy Services will inform new residents of the Village's automatic Aggregation Program and of their right to opt-out of the Program. The Opt-Out Period shall be twenty-one (21) days. The enrollment term of new customers will conclude with that of the initial pool. Rates offered to new residents may be that of the initial pool or a market based rate agreed to by the Village and Integrys Energy Services.

#### **9.2       Customer Movement within the Village or out of the Village**

The Aggregation Program participants that move from one location to another within the corporate limits of the Village shall retain their participant status at the Natural Gas Aggregation Supply Agreement price associated with that status. These customers may be dropped from the

Program by Duke Energy-Ohio in which case they will not incur an exit fee and may re-enroll in the Program through the periodic refresh process or by contacting Integrys Energy Services. Customers enrolled in the Village of Indian Hill's program that move out of the Village limits will no longer be eligible to participate in the program and will lose their offer but will not incur an early termination fee.

### **9.3 Previously Opted-Out or Otherwise Not Enrolled Customers**

Duke Energy-Ohio customers in the Village of Indian Hill may join the Village's Aggregation Program after the expiration of the initial Opt-Out Period by contacting Integrys Energy Services. Enrollment and service activation shall be subject to the written policies of Integrys Energy Services. Rates for such customers shall be at the Agreement price, or at a market-based price, subject to the policies of Integrys Energy Services.

## **X. RELIABILITY OF NATURAL GAS SERVICE**

For the protection of retail natural gas consumers in Ohio, the PUCO has adopted rules governing the minimum service, quality, safety, and reliability practices for local utilities like Duke Energy-Ohio. The rules provide standards for inspection, maintenance, repair, and replacement of the transportation and distribution system of each local utility. The rules also impose standards on utilities such as Duke Energy-Ohio for system operation, reliability, and safety during emergencies and disasters. Duke Energy-Ohio will continue to maintain and service natural gas meters, and its transportation and distribution facilities in the Village of Indian Hill. The only thing that changes for the Duke Energy-Ohio customers in the Village of Indian Hill that participate in the Aggregation Group is the Retail Natural Gas Supplier. This is the company that purchases the actual natural gas and supplies it to Duke Energy-Ohio. For the members in the Village's Natural Gas Aggregation Program, the Retail Natural Gas Supplier is Integrys Energy Services.

If the Retail Natural Gas Supplier does not provide sufficient gas to supply its customers the gas supply will be supplemented by Duke Energy-Ohio.

## **XI. CUSTOMER SERVICE**

Integrys Energy Services shall provide a fully staffed, 24 hour a day 7 day a week, customer service staff. The staff will address questions or concerns related to the Program. Village of Indian Hill customers may call toll free to: 1-866-997-9447. Customers may contact Integrys Energy Services in writing at its Worthington, Ohio office at: Integrys Energy Services, Inc., 300 W. Wilson Bridge Rd., Suite 350, Worthington, Ohio 43085.

## **XII. CONSUMER EDUCATION**

The Village and Integrys Energy Services will, where practicable, provide consumer education messages that are consistent with the messages of Duke Energy-Ohio's campaign, and the statewide consumer education program.

### **XIII. DISPUTE RESOLUTION**

Members will have multiple means of addressing complaints. As a general rule, concerns regarding service reliability and billing should be directed to Duke Energy-Ohio. They continue to read meters, handle billing, and generally have the most information about a customer's account. Questions regarding the Program administration should go to the Village, and any unresolved disputes should be directed to the Public Utilities Commission of Ohio and/or the Ohio Consumers Council. Below is a list of toll-free numbers for members to call for assistance.

<b><u>Nature of Complaint</u></b>	<b><u>Contact</u></b>	<b><u>Phone Number</u></b>
Gas Odor/Leaks-Fire-Explosions	Duke Energy-Ohio	1-800-634-4300
Service turn on/off	Duke Energy-Ohio	1-800-544-6900
Billing Disputes	Duke Energy-Ohio	1-800-544-6900
Joining/Leaving Program	IntegrYS Customer Service	1-____-____-____
Program Regulatory Questions	IntegrYS Customer Service	1-____-____-____
Unresolved Disputes	Public Utilities Commission	1-800-686-7826
Unresolved Disputes	Ohio Consumers Council	1-877-742-5622

IntegrYS Energy Services will attempt to resolve all customer complaints in a timely and good faith manner. IntegrYS Energy Services shall investigate and provide a status report to the customer when the complaint is made directly to IntegrYS Energy Services and/or the Village within three (3) business days following receipt of the complaint. Or in the case of a Public Utilities Commission of Ohio ("PUCO") complaint IntegrYS Energy Services shall investigate and provide a status report to the customer and PUCO staff within three (3) business days following receipt of the complaint. If an investigation into a complaint received from the customer or a complaint referred by the PUCO is not completed within ten (10) business days, then a status report will be given to the customer, and, if applicable, the PUCO. These status reports will be given every three (3) business days until the investigation is complete, unless the action that must be taken takes longer than three (3) business days and the customer has been notified. Final results of a Commission-referred complaint will be provided to the PUCO either orally (phone) or in writing (e-mail, written correspondence), no later than three (3) business days after the investigation is completed. The final results will be provided in writing to the customer no later than three (3) business days after the investigation is completed. Customers retain the right to contact the PUCO regarding complaints and disputes. All customers have the right to contact the PUCO by writing to Public Utilities Commission of Ohio, ATTN: IAD, 180 E. Broad St., Columbus, OH 43215-3793 by fax to (614) 752-8351 through their website at [www.puc.state.oh.us](http://www.puc.state.oh.us) or by calling toll free (800) 686-7826 (VOICE) or (800) 686-1570 (TTY-TDD). Records of customer complaints will be retained for two (2) years after the occurrence of the complaint. A copy of the complaint record will be provided to the PUCO within three (3) business days, if requested.

### **XIV. GENERAL PROVISIONS**

#### **14.1 Governing Law**

Service under the Aggregation Program shall be governed by the provisions of the Village's Natural Gas Aggregation Program Plan of Operation and Governance, the Village of Indian Hill-IntegrYS Natural Gas Aggregation Supply Agreement, the Codified Ordinances of the Village of

Indian Hill, Ohio, the Ohio Revised Code and the rules and regulations of the Public Utilities Commission of Ohio.

#### **14.2 Taxes and Fees**

Any taxes, duties, fees or charges levied against Integrys Energy Services by any governmental or regulatory entity or passed through to Integrys Energy Services by capacity or energy suppliers shall be passed through by Integrys Energy Services and paid by the customer. Integrys Energy Services shall provide the customer written notice and detailed description of such charges if such information has not been included in previous communications.

#### **14.3 Additional Equipment**

If additional metering or monitoring equipment is required by Duke Energy-Ohio, such metering or monitoring equipment shall be installed at customer's expense. If Integrys Energy Services requires additional metering or monitoring equipment, Integrys Energy Services shall be responsible for all related expenses.

#### **14.4 Customer Information**

Participating customers will be protected from unwanted solicitations by a prohibition that Integrys Energy Services and/or the Village may not sell/exchange or otherwise release an Aggregation Program participant's social security number, account number, name, address or other identifying information to third parties for purposes of solicitation without the Aggregation Program participant's written consent. Integrys Energy Services shall not release information on customers that have opted out of the Aggregation Program without the prior written consent of the customer.

#### **14.5 Payment History**

Aggregation Program customers shall have the right to request, without charge, from Integrys Energy Services the customer's payment history for a period of up to twenty-four (24) months.

### **XV. ADOPTION OF PLAN OF OPERATION AND GOVERNANCE**

This Plan of Operation and Governance shall be subject to the adoption of the Village of Indian Hill Village Council. A copy of the Village's Resolution No. [REDACTED] adopting this Plan of Operation is attached hereto as Attachment C.

Further modifications to the Plan of Operation and Governance after adoption will require approval of the Village of Indian Hill Village Council, and, if any modifications materially affect Members, the Village shall first provide notice to all affected Members and provide the same the opportunity to opt out of the Program.



## **PLAN OF OPERATIONS DEFINITIONS**

- 1.1 **"Aggregation"** means combining the retail natural gas loads of multiple customers for the purpose of supplying or arranging for the supply of competitive retail natural gas service to those customers.
- 1.2 **"Aggregation Group"** means those eligible retail natural gas customers of Duke Energy-Ohio within the corporate limits of the Village of Indian Hill, excluding PIPP customers, defined as Eligible Customers in 1.8 and who do not "opt-out" of the Village's Aggregation Program.
- 1.3 **"Aggregation Program" or "Program"** means the provision of competitive retail natural gas aggregation services to the Aggregation Group of the Village of Indian Hill and pursuant to the Village's Plan of Operation and Governance.
- 1.4 **"Aggregation Services"** means services provided to the Aggregation Group pursuant to the Natural Gas Supply Agreement executed by the Village and Integrys Energy Services.
- 1.5 **"Competitive Retail Natural Gas Service"** means retail natural gas service that is deemed competitive pursuant to Section 4929.01(J) of the Ohio Revised Code which states J) "Competitive retail natural gas service" means any retail natural gas service that may be competitively offered to consumers in this state as a result of revised schedules approved under division © of section 4929.29 of the Revised Code, a rule or order adopted or issued by the public utilities commission under Chapter 4905 of the Revised Code, or an exemption granted by the commission under sections 4929.04 to 4929.08 of the Revised Code.
- 1.6 **"Consolidated Billing"** means combining the incumbent natural gas company's charges and the Retail Natural Gas Supplier's charges on one billing statement.
- 1.7 **"Electronic Data Interchange" ("EDI")** means the computer system used by Integrys Energy Services and Duke Energy-Ohio to transmit enrollment, supply and billing information.
- 1.8 **"Eligible Customer"** includes customers of Duke Energy-Ohio who are not: a person that is both a distribution service customer and a mercantile customer on the date of commencement of service to the governmental aggregation, or the person becomes a distribution service customer after the service commencement date and is also a mercantile customer; a person that is supplied with commodity sales service pursuant to a contract with a Retail Natural Gas Supplier that is in effect on the effective date of the ordinance or resolution authorizing the aggregation; a person that is supplied with commodity sales service as part of the percentage of income payment plan program or similar or successor program adopted by the commission under chapters 4905 or 4929. of the revised code; or, a customer that has failed to discharge, or enter into a plan to discharge, all existing arrearages owed to or being billed by a natural gas company from which the person is receiving service.
- 1.9 **"Governmental Aggregator"** means a county, municipality or township that provides aggregation services.

1.10 **"Natural Gas Aggregation Supply Agreement" or "Agreement"** means the contract agreed to between the Village of Indian Hill and its Retail Natural Gas Supplier for the provision of competitive retail natural gas service to the Village's Aggregation Program.

1.11 **"Opt-Out Period"** means the twenty-one day (21) day period in which eligible Duke Energy-Ohio customers in the Village of Indian Hill must opt-out of the Village of Indian Hill's Aggregation Program or they will be automatically enrolled in the Program.

1.12 **"PIPP"** means Percentage of Income Payment Plan Program as prescribed in PUCO Rules 4901:1-18-02(B)-(G) and 4901:1-18-04(B) of the *Ohio Administrative Code*.

1.13 **"Plan of Operation and Governance"** means the Village of Indian Hill's Plan of Operation and Governance which details the services provided under the Aggregation Program. The Plan of Operation and Governance shall become effective upon passage of Village Ordinance or at a time otherwise provided in said legislation.

1.14 **"PUCO"** means the Public Utilities Commission of Ohio.

1.15 **"Purchasing Agent"** means the Village of Indian Hill as a municipality or township that provides Competitive Retail Natural Gas Service by contracting with a Retail Natural Gas Supplier.

1.16 **"Retail Natural Gas Service"** means commodity sales service, ancillary service, natural gas aggregation service, natural gas marketing service, or natural gas brokerage service. Pursuant to 4929.01 (M) of the Ohio Revised Code

1.17 **"Retail Natural Gas Supplier"** means a Retail Natural Gas Supplier that has been certified by the PUCO to provide competitive retail natural gas service to consumers in Ohio that are not mercantile customers including marketers, brokers, or aggregators, but excludes a natural gas company, a governmental aggregator, a billing or collection agent, and a producer or gatherer of gas that is not a natural gas company.

1.18 **"Seller"** means Integrys Energy Services, Inc., the Retail Natural Gas Supplier for the Village of Indian Hill Aggregation.

**A SUPPLY AGREEMENT SHALL BE NEGOTIATED AND ENTERED INTO  
AFTER CERTIFICATION.**

**EXHIBIT B-3**  
**AUTOMATIC AGGREGATION DISCLOSURE NOTIFICATION**  
**LETTER AND OPT-OUT NOTICE**

**6 PAGES**

Village Logo

Village of Indian Hill  
Natural Gas Aggregation Program

Integrys Logo

DATE

Dear Resident and Small Commercial Customer,

Welcome to the Village of Indian Hill Natural Gas Aggregation Program.

In November 2008, Village of Indian Hill voters authorized the township's creation of a natural gas aggregation program. **The Village of Indian Hill Aggregation Program is an automatic aggregation whereby residential and small commercial customers who are eligible Duke Energy-Ohio customers will be automatically enrolled unless they chose to opt-out. Residential and small commercial customers who wish to opt-out of the Village of Indian Hill Program must complete and return the enclosed opt-out postcard to Integrys Energy Services, Inc. ("Integrys Energy Services") postmarked no later than \_\_\_\_\_. Or you may simply call Customer Service at 1-877-266-9456, 24 hours a day, 7 days a week, on or before \_\_\_\_\_. Telephonic opt-outs will be recorded to comply with the Public Utilities Commission of Ohio's verification requirement. Integrys Energy Services is pleased to be the supplier to the Village of Indian Hill Natural Gas Aggregation Program.**

With this letter, Integrys Energy Services is offering eligible residential and small commercial customers a rate not to exceed \$ \_\_\_\_/CCF commencing with the \_\_\_\_\_ 2009 meter reads (or \_\_\_\_\_, 2009 meter reads, depending on your meter read cycle). The rate for the remaining \_\_\_\_ months of the first term of the Program (\_\_\_\_\_ 2009 through \_\_\_\_\_ 2010 meter reads) will be determined no later than \_\_\_\_\_, 20\_\_\_\_. The \_\_\_\_ month rate will include a Locked-in Price with a Flex Down Opportunity<sup>SM</sup> Rate. The Locked-in Price with Flex Down Opportunity<sup>SM</sup> Rate may be obtained by contacting Integrys Energy Services' customer service at 1-877-266-9456 or by logging onto the Program's website at [www.integrysenergy.com/indianhill](http://www.integrysenergy.com/indianhill). The Locked-in Price with Flex Down Opportunity<sup>SM</sup> Rate includes a locked-in price for natural gas, however, if the natural gas market shows a downward trend over the winter months and into the spring and summer, your gas rate will be reduced. However, if the natural gas market should rise, your gas rate will never exceed the locked-in price (during the initial rate period - through the \_\_\_\_\_ 2010 meter read) regardless of how much the market increases. The Locked-in Price with Flex Down Opportunity<sup>SM</sup> Rate not only provides residential and small commercial customers with protection from rising natural gas prices but also the benefit of lower prices in a falling market. All customers should review the details of this option on the following Terms and Conditions pages to make sure this choice is best for them. **Eligible residential and small commercial customers who do not contact Integrys Energy Services and do not opt-out will automatically be placed on the Locked-in Price with Flex Down Opportunity<sup>SM</sup> Rate.**

**In order to receive the Locked-in Price with Flex Down Opportunity<sup>SM</sup> Rate, do nothing!** Unless you opt-out, you will automatically be enrolled in the Program effective with your \_\_\_\_\_ 2009 meter read (or \_\_\_\_\_, 20\_\_\_\_ meter read, depending on your meter read cycle). All eligible residential and small commercial customers will be automatically enrolled in the Aggregation Program unless they opt-out during the 21 day Opt-out Period. The Village of Indian Hill's Program is an opt-out aggregation program. **At the risk of being repetitious, we again emphasize that you are automatically in the Aggregation Program unless you choose to opt-out.**

**To take advantage of the Locked-in Price with Flex Down Opportunity<sup>SM</sup> Rate you need to do nothing! If you choose to opt-out within the 21 day Opt-out Period, there will be no charge.**

It is our pleasure to serve you. For more information, please call 1-877-266-9456, 24 hours a day, and 7 days a week. You may also visit our website at [www.integrysenergy.com/indianhill](http://www.integrysenergy.com/indianhill).

Sincerely,

Integrys Energy Services, Inc.

Enclosure

**\*See Page 2 of enclosed Program Terms and Conditions for a further explanation of eligibility.**

## Village Logo

## Integrys Logo

### Village of Indian Hill Natural Gas Aggregation Program

#### THE VILLAGE OF INDIAN HILL NATURAL GAS AGGREGATION PROGRAM TERMS AND CONDITIONS

In November 2008, Village of Indian Hill residents approved an opt-out aggregation program for natural gas service by a majority vote. The result of this vote is the Village of Indian Hill Natural Gas Aggregation Program. Through this Program the Village of Indian Hill Board of Trustees and Integrys Energy Services, Inc. ("Integrys Energy Services") offer you a choice for your natural gas bill. All customers that remain in the Program will be placed on the initial rate, then on the Locked-in Price with Flex Down Opportunity<sup>SM</sup> Rate unless they contact Integrys Energy Services by calling 1-877-226-9456 to opt-out of the Program. Please carefully read the rate description below to make sure this rate offer is best for you.

Residential and small commercial customers who opt-out of the program at this time will be opted out for two-years (although you may have an opportunity to re-enter the program – please refer to the Terms and Conditions section of this notice below). Residential and small commercial customers who remain in the Program will be enrolled for one-year participation in Village of Indian Hill's Natural Gas Aggregation Program. Participating and newly eligible residential and small commercial customers will receive an opt-out notice for the year two rate prior to the expiration of the one-year period.

#### Term

As a resident or small commercial customer in Village of Indian Hill, Ohio you are eligible to receive special natural gas pricing through the Village of Indian Hill Aggregation Program. This letter is your opportunity to join the Program by doing nothing or to opt-out by returning the enclosed postcard or calling toll-free 1-877-226-9456 on or before \_\_\_\_\_, 2009. This enrollment opportunity is for 12 months of service with Integrys Energy Services, the Township's chosen natural gas supplier. Residential; and small commercial customers who choose to remain in the Program will start service with Integrys Energy Services effective with their \_\_\_\_\_ 2009 through \_\_\_\_\_ 2010 meter reads (or \_\_\_\_\_ 2009 through \_\_\_\_\_ 2010 meter read, depending on their meter read cycle). The actual start date will depend on the customer's individual meter read date as determined by Duke Energy-Ohio.

#### Aggregation Program Rates

##### Locked-in Price with Flex Down Opportunity<sup>SM</sup> Rate

The Board of Trustees of Village of Indian Hill and Integrys Energy Services determine the locked-in price based on the Integrys Energy Services fixed delivery adder of \$ \_\_\_\_\_/CCF plus the NYMEX based pricing.\*

SERVICE PERIOD	RATE
_____ 2009 meter reads (or _____ 2009 meter reads, depending on your meter read cycle)	Initial Rate: Not to exceed \$ _____/CCF
_____ 2009 through _____ 2010 meter reads (or _____ 2009 through _____ 2010 meter reads, depending on your meter read cycle) Rate available no later than _____, 2009	<u>Locked-in Price with Flex-Down Opportunity<sup>SM</sup></u> : Rate will be locked-in based on the NYMEX and a fixed delivery adder, as determined by the below described method. Further, if the market falls significantly, then it presents an opportunity for a lower rate to be provided on a month-to-month basis.  <u>Locked-in Price with Flex-Down Opportunity<sup>SM</sup></u> = Fixed Delivery Adder + NYMEX-based price (See ** on the next page for more information.)

\*NYMEX is defined as the New York Mercantile Exchange.

It should be noted that the Duke Energy-Ohio rate is variable and changes monthly.

**Initial Rate:** Participating members will receive a rate not to exceed \$ \_\_\_\_\_/CCF commencing with your \_\_\_\_\_ 2009 meter reads (\_\_\_\_\_ 2009 billing)(or commencing with your \_\_\_\_\_ 2009 meter reads, \_\_\_\_\_ 2009 billing, depending on your meter read cycle). The rate for the remaining \_\_\_\_\_ months of the Program (\_\_\_\_\_ 2009 through \_\_\_\_\_ 2010 meter reads (or \_\_\_\_\_ 2009 through \_\_\_\_\_ 2010 meter read, depending on your meter read cycle)) will be determined no later than \_\_\_\_\_, 2009. The \_\_\_\_\_-month rate will be a locked-in price with a flex down opportunity (see Locked-in Price with Flex Down Opportunity<sup>SM</sup> below). Once the locked-in rate is determined (by \_\_\_\_\_, 2009), if you have chosen to remain in the program, you can learn what the locked-in rate is by contacting Integrys Energy Services' customer service at 1-877-226-9456 or by logging onto the Program's website at [www.integrysenergy.com/indianhill](http://www.integrysenergy.com/indianhill).

**Locked-in Price with Flex Down Opportunity<sup>SM</sup>:** Participating members will receive a locked-in rate for \_\_\_\_\_ 2009 through \_\_\_\_\_ 2010 meter reads (or \_\_\_\_\_ 2009 through \_\_\_\_\_ 2010 meter reads, depending on your meter read cycle). The Locked-in Price with Flex Down Opportunity<sup>SM</sup> Rate includes a locked-in price for natural gas, however, if the natural gas market shows a downward trend over the winter months and into the spring and summer, your gas rate will be reduced. Likewise, if the natural gas market should rise, your gas rate will never exceed the locked-in price (during the initial rate period - through the \_\_\_\_\_ 2010 meter read) regardless of how much the market increases. The Locked-in Price with Flex Down Opportunity<sup>SM</sup> Rate not only provides residential and small commercial customers with protection from rising natural gas prices but also the benefit of lower prices in a falling market. The locked-in portion of this rate will be available no later than \_\_\_\_\_, 2009, and further information can be obtained by calling 1-\_\_\_\_-\_\_\_\_-\_\_\_\_. The locked-in price will be calculated based on a formula including a fixed delivery adder of \$ \_\_\_\_\_/CCF and NYMEX Market prices for the period to be served. The locked-in price and any monthly variations will be posted by the first working day of the month of gas flow. Residential and small commercial customers will be able to view the locked-in price and any monthly variations online at [www.integrysenergy.com/indianhill](http://www.integrysenergy.com/indianhill) or by calling customer service at 1-877-226-9456.

**Locked-in Price Process:** \*\* Prior to \_\_\_\_\_, 2009 Integrys Energy Services, Inc. will monitor the NYMEX Natural Gas market for strategic buying opportunity(s) utilizing the expertise of its energy trading department, and when the natural gas market provides favorable conditions, or no later than \_\_\_\_\_, 2009 (in order to meet Duke Energy-Ohio enrollment deadlines), will purchase the natural gas for \_\_\_\_\_. The final rate will be the sum of the weighted average NYMEX costs ("NYMEX-based price") plus Delivery Adder for the \_\_\_\_\_-month pricing period. The Delivery Adder is fixed at \$ \_\_\_\_\_/ccf. Accordingly your Locked-in Price with Flex-Down Opportunity<sup>SM</sup> Rate will be the sum of the NYMEX-based price plus the Delivery Adder. If you would like specific details regarding the purchase(s) you may call 1-877-226-9456.

#### **Terms and Conditions**

Enrollment in the Aggregation Program is automatic. **If you want to remain in Village of Indian Hill's Program and receive the Locked-in Price with Flex Down Opportunity<sup>SM</sup> Rate, do nothing.** With this mailing, Village of Indian Hill is offering a 21 day Opt-out Period. The Opt-out Period coincides with the Program's Enrollment Period. There will be no charge from Village of Indian Hill or Integrys Energy Services for opting out during the 21 day Opt-out Period. **If you do not wish to be part of Village of Indian Hill's Program, you must opt-out of the Program by either completing or returning the enclosed Opt-out Postcard to Integrys Energy Services, Inc. postmarked no later than \_\_\_\_\_, 2009 or by calling our toll-free number, 1-877-226-9456 on or before \_\_\_\_\_, 2009.** Telephonic opt-outs will be recorded for verification purposes. The Public Utilities Commission of Ohio requires that all Aggregation Program Participants be given the opportunity to opt-out at least every two years, without paying an exit fee. Participating customers may switch (out of the Program) at the end of the 12-month period at no charge.

Service under the Aggregation Program is subject to the rules and regulations established by Resolution No. \_\_\_\_\_ of Village of Indian Hill and provided in Village of Indian Hill's Natural Gas Aggregation Plan of Operation and Governance.

Integrys Energy Services will begin serving all customers that do not opt-out of the Aggregation Program with \_\_\_\_\_ 2009 meter reads (\_\_\_\_\_ 2000 billing) (or \_\_\_\_\_, 2009 meter read, \_\_\_\_\_ 2009 billing, depending on your meter read cycle). Customers that do not opt-out of the Program will be automatically enrolled and placed on the Locked-in Price with Flex Down Opportunity<sup>SM</sup> Rate unless they contact Integrys Energy Services by calling



1-877-226-9456. Individuals seeking to join the Village of Indian Hill Aggregation Program after the enrollment period will be allowed to do so at the above listed rate, or at a market-based price, subject to the written policies of Integrys Energy Services. Participants seeking to switch out of the Program after the enrollment period, but planning to continue natural gas service at the same address with a supplier other than Integrys Energy Services may be subject to a switching fee from Duke Energy-Ohio. Participants that move within or out of Village of Indian Hill will not be assessed an early termination fee. To the extent applicable, participants of the Program may terminate their participation without penalty under the following circumstances: (1) the customer relocates; (2) the contract allows Integrys Energy Services such a right for reasons other than non-payment. Participants in the program will be automatically terminated without penalty if: (1) the participant's service location is no longer within the Duke Energy-Ohio service territory; (2) the customer moves outside of the boundaries of Village of Indian Hill; (3) if Integrys Energy Services returns the customer to Duke Energy-Ohio under these terms and conditions or under provisions in the agreement between Integrys Energy Services and the Township and/or the Plan of Operation and Governance.

**Integrys Energy Services does not disclose or use customer account numbers for matters other than operation and maintenance of the Program or collection matters without the customers' affirmative written consent or PUCO or Court order. Integrys Energy Services will not disclose a customer's social security number without the customer's affirmative written consent or Court order.**

#### **Billing/Credit Policy**

Customers will continue to receive one monthly bill from the utility Duke Energy-Ohio. The only change will be that Integrys Energy Services' charges will appear as a special line item. The charges will appear on your bill under Integrys Energy Services. Special billing options with Duke Energy-Ohio, such as budget payment plan, Check-Free automatic bank account withdrawal, Heat-Share, HEAP Credits, etc., will remain available. Duke Energy-Ohio is authorized to disconnect a customer's gas service in accordance with its tariffs for past due charges owed to an alternate supplier. Should Integrys Energy Services initiate contract termination for non-payment, customers will receive 14 days notice prior to end of service. Participants in the Program may request from Integrys Energy Services up to 24 months of the participants payment history for services rendered by Integrys Energy Services at no charge.

#### **Enrollment**

To take advantage of the aggregation offering you do not need to do anything; enrollment is automatic. The Program was developed with the intent to bring you price certainty and stability. If you opt-out you may miss this opportunity. Service will begin with your \_\_\_\_\_ 2009 meter read (or \_\_\_\_\_, 2009 meter read, depending on your meter read cycle). You will not see any difference or change in the way you receive your natural gas.

After the Opt-out Period ends, customers will receive a notice from Duke Energy-Ohio offering an additional seven day rescission period to cancel enrollment in the Program without penalty. Customers who wish to remain in the Program and receive the Program rate should do nothing in response to this letter.

#### **Eligibility**

Only eligible residential and small commercial customers within Village of Indian Hill receiving natural gas from the utility Duke Energy-Ohio are eligible for this Program. Residents not in good credit standing with Duke Energy-Ohio or currently served by another supplier (outside of the Aggregation Program) will not be automatically enrolled in the Program. Percentage of Income Payment Plan (PIPP) customers are not eligible to participate in Village of Indian Hill's Program. Customers that are both a distribution service and mercantile customer are not eligible.

If you are presently a Choice customer under contract with a supplier other than the utility Duke Energy-Ohio and would like to join the Village of Indian Hill Aggregation Program, you should contact your supplier and read your contract to make sure there are no applicable exit fees. If, after you have contacted your supplier, you want to join the Aggregation Program contact Integrys Energy Services at 1-877-226-9456 to accept the Program's rate.

Integrys Energy Services makes every effort to send notices to only eligible customers within Village of Indian Hill. Occasionally, an ineligible customer may receive this notice by mistake. If you receive this notice and are not eligible to participate, or are inadvertently switched and are not a Duke Energy-Ohio customer residing in Village of Indian Hill, we urge you to please contact Integrys Energy Services immediately.

### **Service**

To report any problems with your natural gas service, report a gas leak, billing problems, meter reading, estimated readings, and budget payment plan amounts you should still call Duke Energy-Ohio. However, if you have a question concerning the Integrys Energy Services rate you are being charged on your monthly Duke Energy-Ohio bill you will need to contact Integrys Energy Services at 1-877-226-9456.

### **Sales Tax**

Customer bills will include Claremont County sales tax on all Integrys Energy Services charges. Tax-exempt customers wishing to participate are requested to please send their most recent tax-exempt certificate on or before \_\_\_\_\_, 2009. Integrys Energy Services will not charge sales tax starting with the date the certificate is received. Integrys Energy Services is not liable for sales tax charged prior to receipt of the exemption certificate. Send certificates to: Integrys Energy Services, 300 West Wilson Bridge Road, Suite 350, Worthington, OH 43085 or fax to 1-614-844-4306. Be sure to note the Village of Indian Hill Aggregation Program on the fax.

### **Dispute Resolution Policy**

Integrys Energy Services will attempt to resolve all customer complaints within 3-business days after receipt of complaint. Residents may contact Integrys Energy Services by calling 1-877-226-9456 on our website at [www.integrysenergy.com/indianhill](http://www.integrysenergy.com/indianhill), or via mail at 300 West Wilson Bridge Road, Suite 350, Worthington, OH 43085. If your complaint is not resolved after you have called Integrys Energy Services, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or for TTY at 1-800-686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at [www.puco.ohio.gov](http://www.puco.ohio.gov). Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at [www.pickocc.org](http://www.pickocc.org).

**EXHIBIT B-4  
OPT-OUT NOTICE**

**4 PAGES**

**Village Logo****Integrys Logo**

**Village of Indian Hill**  
**Natural Gas Aggregation Program**

**THE VILLAGE OF INDIAN HILL NATURAL GAS AGGREGATION PROGRAM TERMS AND CONDITIONS**

In November 2008, Village of Indian Hill residents approved an opt-out aggregation program for natural gas service by a majority vote. The result of this vote is the Village of Indian Hill Natural Gas Aggregation Program. Through this Program the Village of Indian Hill Board of Trustees and Integrys Energy Services, Inc. ("Integrys Energy Services") offer you a choice for your natural gas bill. All customers that remain in the Program will be placed on the initial rate, then on the Locked-in Price with Flex Down Opportunity<sup>SM</sup> Rate unless they contact Integrys Energy Services by calling 1-877-226-9456 to opt-out of the Program. Please carefully read the rate description below to make sure this rate offer is best for you.

Residential and small commercial customers who opt-out of the program at this time will be opted out for two-years (although you may have an opportunity to re-enter the program – please refer to the Terms and Conditions section of this notice below). Residential and small commercial customers who remain in the Program will be enrolled for one-year participation in Village of Indian Hill's Natural Gas Aggregation Program. Participating and newly eligible residential and small commercial customers will receive an opt-out notice for the year two rate prior to the expiration of the one-year period.

**Term**

As a resident or small commercial customer in Village of Indian Hill, Ohio you are eligible to receive special natural gas pricing through the Village of Indian Hill Aggregation Program. This letter is your opportunity to join the Program by doing nothing or to opt-out by returning the enclosed postcard or calling toll-free 1-877-226-9456 on or before \_\_\_\_\_, 2009. This enrollment opportunity is for 12 months of service with Integrys Energy Services, the Township's chosen natural gas supplier. Residential; and small commercial customers who choose to remain in the Program will start service with Integrys Energy Services effective with their \_\_\_\_\_ 2009 through \_\_\_\_\_ 2010 meter reads (or \_\_\_\_\_ 2009 through \_\_\_\_\_ 2010 meter read, depending on their meter read cycle). The actual start date will depend on the customer's individual meter read date as determined by Duke Energy-Ohio.

**Aggregation Program Rates****Locked-in Price with Flex Down Opportunity<sup>SM</sup> Rate**

The Board of Trustees of Village of Indian Hill and Integrys Energy Services determine the locked-in price based on the Integrys Energy Services fixed delivery adder of \$ \_\_\_\_\_ /CCF plus the NYMEX based pricing.\*

SERVICE PERIOD	RATE
_____ 2009 meter reads (or _____ 2009 meter reads, depending on your meter read cycle)	Initial Rate: Not to exceed \$ _____ /CCF
_____ 2009 through _____ 2010 meter reads (or _____ 2009 through _____ 2010 meter reads, depending on your meter read cycle) Rate available no later than _____, 2009	<p><u>Locked-in Price with Flex-Down Opportunity<sup>SM</sup></u>: Rate will be locked-in based on the NYMEX and a fixed delivery adder, as determined by the below described method. Further, if the market falls significantly, then it presents an opportunity for a lower rate to be provided on a month-to-month basis.</p> <p><u>Locked-in Price with Flex-Down Opportunity<sup>SM</sup></u> = Fixed Delivery Adder + NYMEX-based price (See ** on the next page for more information.)</p>

\*NYMEX is defined as the New York Mercantile Exchange.

It should be noted that the Duke Energy-Ohio rate is variable and changes monthly.

**Initial Rate:** Participating members will receive a rate not to exceed \$ \_\_\_\_\_/CCF commencing with your \_\_\_\_\_ 2009 meter reads (\_\_\_\_\_ 2009 billing)(or commencing with your \_\_\_\_\_ 2009 meter reads, \_\_\_\_\_ 2009 billing, depending on your meter read cycle). The rate for the remaining \_\_\_\_\_ months of the Program (\_\_\_\_\_ 2009 through \_\_\_\_\_ 2010 meter reads (or \_\_\_\_\_ 2009 through \_\_\_\_\_ 2010 meter read, depending on your meter read cycle)) will be determined no later than \_\_\_\_\_, 2009. The \_\_\_\_\_-month rate will be a locked-in price with a flex down opportunity (see Locked-in Price with Flex Down Opportunity<sup>SM</sup> below). Once the locked-in rate is determined (by \_\_\_\_\_, 2009), if you have chosen to remain in the program, you can learn what the locked-in rate is by contacting Integrys Energy Services' customer service at 1-877-226-9456 or by logging onto the Program's website at [www.integrysenergy.com/indianhill](http://www.integrysenergy.com/indianhill).

**Locked-in Price with Flex Down Opportunity<sup>SM</sup>:** Participating members will receive a locked-in rate for \_\_\_\_\_ 2009 through \_\_\_\_\_ 2010 meter reads (or \_\_\_\_\_ 2009 through \_\_\_\_\_ 2010 meter reads, depending on your meter read cycle). The Locked-in Price with Flex Down Opportunity<sup>SM</sup> Rate includes a locked-in price for natural gas, however, if the natural gas market shows a downward trend over the winter months and into the spring and summer, your gas rate will be reduced. Likewise, if the natural gas market should rise, your gas rate will never exceed the locked-in price (during the initial rate period - through the \_\_\_\_\_ 2010 meter read) regardless of how much the market increases. The Locked-in Price with Flex Down Opportunity<sup>SM</sup> Rate not only provides residential and small commercial customers with protection from rising natural gas prices but also the benefit of lower prices in a falling market. The locked-in portion of this rate will be available no later than \_\_\_\_\_, 2009, and further information can be obtained by calling 1-\_\_\_\_-\_\_\_\_-\_\_\_\_. The locked-in price will be calculated based on a formula including a fixed delivery adder of \$ \_\_\_\_\_/CCF and NYMEX Market prices for the period to be served. The locked-in price and any monthly variations will be posted by the first working day of the month of gas flow. Residential and small commercial customers will be able to view the locked-in price and any monthly variations online at [www.integrysenergy.com/indianhill](http://www.integrysenergy.com/indianhill) or by calling customer service at 1-877-226-9456.

**Locked-in Price Process:** \*\* Prior to \_\_\_\_\_, 2009 Integrys Energy Services, Inc. will monitor the NYMEX Natural Gas market for strategic buying opportunity(s) utilizing the expertise of its energy trading department, and when the natural gas market provides favorable conditions, or no later than \_\_\_\_\_, 2009 (in order to meet Duke Energy-Ohio enrollment deadlines), will purchase the natural gas for \_\_\_\_\_. The final rate will be the sum of the weighted average NYMEX costs ("NYMEX-based price") plus Delivery Adder for the \_\_\_\_\_-month pricing period. The Delivery Adder is fixed at \$ \_\_\_\_\_/ccf.. Accordingly your Locked-in Price with Flex-Down Opportunity<sup>SM</sup> Rate will be the sum of the NYMEX-based price plus the Delivery Adder. If you would like specific details regarding the purchase(s) you may call 1-877-226-9456.

#### **Terms and Conditions**

Enrollment in the Aggregation Program is automatic. **If you want to remain in Village of Indian Hill's Program and receive the Locked-in Price with Flex Down Opportunity<sup>SM</sup> Rate, do nothing.** With this mailing, Village of Indian Hill is offering a 21 day Opt-out Period. The Opt-out Period coincides with the Program's Enrollment Period. There will be no charge from Village of Indian Hill or Integrys Energy Services for opting out during the 21 day Opt-out Period. **If you do not wish to be part of Village of Indian Hill's Program, you must opt-out of the Program by either completing or returning the enclosed Opt-out Postcard to Integrys Energy Services, Inc. postmarked no later than \_\_\_\_\_, 2009 or by calling our toll-free number, 1-877-226-9456 on or before \_\_\_\_\_, 2009.** Telephonic opt-outs will be recorded for verification purposes. The Public Utilities Commission of Ohio requires that all Aggregation Program Participants be given the opportunity to opt-out at least every two years, without paying an exit fee. Participating customers may switch (out of the Program) at the end of the 12-month period at no charge.

Service under the Aggregation Program is subject to the rules and regulations established by Resolution No. \_\_\_\_\_ of Village of Indian Hill and provided in Village of Indian Hill's Natural Gas Aggregation Plan of Operation and Governance.

Integrys Energy Services will begin serving all customers that do not opt-out of the Aggregation Program with \_\_\_\_\_ 2009 meter reads (\_\_\_\_\_ 2000 billing) (or \_\_\_\_\_, 2009 meter read, \_\_\_\_\_ 2009 billing, depending on your meter read cycle). Customers that do not opt-out of the Program will be automatically enrolled and placed on the Locked-in Price with Flex Down Opportunity<sup>SM</sup> Rate unless they contact Integrys Energy Services by calling

1-877-226-9456. Individuals seeking to join the Village of Indian Hill Aggregation Program after the enrollment period will be allowed to do so at the above listed rate, or at a market-based price, subject to the written policies of Integrys Energy Services. Participants seeking to switch out of the Program after the enrollment period, but planning to continue natural gas service at the same address with a supplier other than Integrys Energy Services may be subject to a switching fee from Duke Energy-Ohio. Participants that move within or out of Village of Indian Hill will not be assessed an early termination fee. To the extent applicable, participants of the Program may terminate their participation without penalty under the following circumstances: (1) the customer relocates; (2) the contract allows Integrys Energy Services such a right for reasons other than non-payment. Participants in the program will be automatically terminated without penalty if: (1) the participant's service location is no longer within the Duke Energy-Ohio service territory; (2) the customer moves outside of the boundaries of Village of Indian Hill; (3) if Integrys Energy Services returns the customer to Duke Energy-Ohio under these terms and conditions or under provisions in the agreement between Integrys Energy Services and the Township and/or the Plan of Operation and Governance.

**Integrys Energy Services does not disclose or use customer account numbers for matters other than operation and maintenance of the Program or collection matters without the customers' affirmative written consent or PUCO or Court order. Integrys Energy Services will not disclose a customer's social security number without the customer's affirmative written consent or Court order.**

#### **Billing/Credit Policy**

Customers will continue to receive one monthly bill from the utility Duke Energy-Ohio. The only change will be that Integrys Energy Services' charges will appear as a special line item. The charges will appear on your bill under Integrys Energy Services. Special billing options with Duke Energy-Ohio, such as budget payment plan, Check-Free automatic bank account withdrawal, Heat-Share, HEAP Credits, etc., will remain available. Duke Energy-Ohio is authorized to disconnect a customer's gas service in accordance with its tariffs for past due charges owed to an alternate supplier. Should Integrys Energy Services initiate contract termination for non-payment, customers will receive 14 days notice prior to end of service. Participants in the Program may request from Integrys Energy Services up to 24 months of the participants payment history for services rendered by Integrys Energy Services at no charge.

#### **Enrollment**

To take advantage of the aggregation offering you do not need to do anything; enrollment is automatic. The Program was developed with the intent to bring you price certainty and stability. If you opt-out you may miss this opportunity. Service will begin with your \_\_\_\_\_ 2009 meter read (or \_\_\_\_\_, 2009 meter read, depending on your meter read cycle). You will not see any difference or change in the way you receive your natural gas.

After the Opt-out Period ends, customers will receive a notice from Duke Energy-Ohio offering an additional seven day rescission period to cancel enrollment in the Program without penalty. Customers who wish to remain in the Program and receive the Program rate should do nothing in response to this letter.

#### **Eligibility**

Only eligible residential and small commercial customers within Village of Indian Hill receiving natural gas from the utility Duke Energy-Ohio are eligible for this Program. Residents not in good credit standing with Duke Energy-Ohio or currently served by another supplier (outside of the Aggregation Program) will not be automatically enrolled in the Program. Percentage of Income Payment Plan (PIPP) customers are not eligible to participate in Village of Indian Hill's Program. Customers that are both a distribution service and mercantile customer are not eligible.

If you are presently a Choice customer under contract with a supplier other than the utility Duke Energy-Ohio and would like to join the Village of Indian Hill Aggregation Program, you should contact your supplier and read your contract to make sure there are no applicable exit fees. If, after you have contacted your supplier, you want to join the Aggregation Program contact Integrys Energy Services at 1-877-226-9456 to accept the Program's rate.

Integrys Energy Services makes every effort to send notices to only eligible customers within Village of Indian Hill. Occasionally, an ineligible customer may receive this notice by mistake. If you receive this notice and are not eligible to participate, or are inadvertently switched and are not a Duke Energy-Ohio customer residing in Village of Indian Hill, we urge you to please contact Integrys Energy Services immediately.

### **Service**

To report any problems with your natural gas service, report a gas leak, billing problems, meter reading, estimated readings, and budget payment plan amounts you should still call Duke Energy-Ohio. However, if you have a question concerning the Integrys Energy Services rate you are being charged on your monthly Duke Energy-Ohio bill you will need to contact Integrys Energy Services at 1-877-226-9456.

### **Sales Tax**

Customer bills will include Claremont County sales tax on all Integrys Energy Services charges. Tax-exempt customers wishing to participate are requested to please send their most recent tax-exempt certificate on or before \_\_\_\_\_, 2009. Integrys Energy Services will not charge sales tax starting with the date the certificate is received. Integrys Energy Services is not liable for sales tax charged prior to receipt of the exemption certificate. Send certificates to: Integrys Energy Services, 300 West Wilson Bridge Road, Suite 350, Worthington, OH 43085 or fax to 1-614-844-4306. Be sure to note the Village of Indian Hill Aggregation Program on the fax.

### **Dispute Resolution Policy**

Integrys Energy Services will attempt to resolve all customer complaints within 3-business days after receipt of complaint. Residents may contact Integrys Energy Services by calling 1-877-226-9456 on our website at [www.integrysenergy.com/indianhill](http://www.integrysenergy.com/indianhill), or via mail at 300 West Wilson Bridge Road, Suite 350, Worthington, OH 43085. If your complaint is not resolved after you have called Integrys Energy Services, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or for TTY at 1-800-686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at [www.puco.ohio.gov](http://www.puco.ohio.gov). Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at [www.pickocc.org](http://www.pickocc.org).

**EXHIBIT B-5  
EXPERIENCE**

**2 PAGES**



## **EXHIBIT B-5 EXPERIENCE**

Integrys Energy Services, Inc.'s ("Integrys Energy") ability to successfully serve as a CRNGS Provider is amply demonstrated through our past and current performance as both a retail electric and natural gas provider. We have been successful to date in the Ohio retail electric and gas markets. Our efforts comply with the requirements of Commission rules adopted pursuant to the Ohio Revised Code. This includes such activities as telephone solicitation of customers, customer enrollment methods, customer service activities and response to customer concerns.

Integrys Energy, through our office in Worthington, OH has participated in Ohio Choice Programs since 1986 as Fuel Services Group, since 1994 under WPS Energy Services, Inc. and since February 2007 as Integrys Energy Services, Inc. Integrys Energy currently serves over 94,180 Ohio customers and delivers approximately 57,000 dekatherms of gas a day for both Choice and non-Choice customers. Integrys Energy Services is currently the supplier to: (1) the City of Cleveland Heights Natural Gas Aggregation Program, serving approximately 7150 residential and small commercial customers; (2) the City of Cheviot Natural Gas Aggregation Program, serving approximately 2060 residential and small commercial customers; (3) Green Township Natural Gas Aggregation Program, serving approximately 12,000 residential and small commercial customers; (4) Champion Township Natural Gas Aggregation Program, serving approximately 1,600 residential and small commercial customers; (5) the endorsed supplier for the Village of Indian Hill, serving approximately 550 residential and small commercial customers; (6) the endorsed supplier for the Village of Fairfax, serving approximately 90 residential and small commercial customers; the endorsed supplier for Bazetta Township, serving approximately 650 residential and small commercial customers; and (7) served approximately 59,000 residential, 11,000 small commercial and a couple dozen larger commercial accounts as the supplier to the City of Cleveland Electric Aggregation Program through December 2005. Typical load served for these customers was around 100 MW with summer peaks in the 150 to 200 MW range. We were also the CRES provider for the Northwest Ohio Aggregation Coalition ("NOAC") Electric Aggregation program from 2001-2003, serving over 24,000 residential accounts in six NOAC communities. Integrys Energy Services supplied the City of Euclid Electric Aggregation Program from 2002 through 2005. This program served approximately 16,000 residential customers. In addition, we were the supplier to over 3,700 residential and small commercial direct sign-up customers in the Toledo Edison area through December 2005.

A key element of our success in Ohio has been following our "regional office business model". This model involves establishing a local office and hiring local talent to coordinate the gas or electric supply, delivery and customer service functions. Billing is accomplished with a combination of billing through the local distribution utility and billing using our own proprietary billing system. Utilizing our aggregation experience through our electric programs, along with our experience in Ohio Choice Programs, Integrys Energy is able to effectively serve Natural Gas Aggregation Programs throughout Ohio.

Our operations in Ohio follow the regional office business approach. Integrys Energy Services, Inc. opened a regional office in Cleveland, Ohio in the spring of 2001. For our local presence in the retail gas area we have built upon our existing Worthington office and staff. The Cleveland office supports our regulatory, electric aggregation and retail electric efforts along with the Company's natural gas aggregation efforts in the state. We have added customer service support provided through local and/or toll free phone access. Integrys Energy Services has established a fully staffed and trained 24/7 call center to handle all customer questions and needs. Customer complaints are handled first through normal customer service channels, but appropriately raised for management attention when circumstances dictate. An established internet site provides customer education content, program information and customer service access. This site contains links to specific information regarding the various communities we serve. Secure internet and telephone based enrollment options are available. Additional internet-based services include online access to consumption data, energy consulting and accounting services, and energy efficiency product sales. We plan, over time, to provide a variety of billing services and options such as budget billing, summary billing and specialized billing services.

Integrys Energy's performance in the natural gas market, including our significant Ohio operations, shows our dedication to reliable service, our commitment to customer satisfaction, and our overall quality of energy supply service. This is quantitatively demonstrated by our many recognitions, including our performance in the 2001 Mastio survey of gas marketer customer satisfaction in which we were named the top ranked gas marketer. Our overall performance was ranked first among industrial respondents and second among Mid-tier Marketers.

In 2006 our parent company, Integrys Energy Group, Inc. (formerly WPS Resources), was ranked #1 by Fortune magazine as "America's Most-Admired Company" and in December 2005 Forbes magazine named our parent company as one of the "Best Managed Companies in America".