

EAGLE ENERGY, LLC

...Always at Your Service

eagleenergy@FUSE.net

FILE

February 20, 2015

4/3
The Honorable Barcy F. McNeal, Secretary
The Public Utilities Commission of Ohio
Docketing Division, 11th Floor
180 East Broad Street
Columbus, Ohio 43215-3793

RE: Case No. 13-725-EL-GAG

Dear Secretary McNeal:

Please find enclosed an original and three (3) copies of the Application of the Village of Addyston in the above referenced case. The Applications seek a renewal of the Village's certificate as a governmental aggregator for electric service pursuant to §4928.08 of the Ohio Revised Code

Any questions concerning this matter should be directed to our office. Thank you in advance for your attention to this matter.

Very truly yours,



Donald I. Marshall
President

cc: The Honorable Daniel Pillow

PUCO

2015 FEB 23 PM 12:43

RECEIVED-DOCKETING DIV

ORIGINAL

BEFORE

THE PUBLIC UTILITIES COMMISSION OF OHIO

*In the Matter of the Application of the)
Village of Addyston, Hamilton County,)
Ohio for the Renewal of its Certificate as a)
Governmental Aggregator for Electricity)
Service Pursuant to Section 4928.08)
of the Ohio Revised Code.)*

Case No. 13-725-EL-GAG



Public Utilities Commission

Original GAG Case Number	Version
13-75 EL-GAG	August 2004

RENEWAL APPLICATION FOR GOVERNMENTAL AGGREGATORS

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

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

A. RENEWAL INFORMATION

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

Legal Name Village of Addyston

Address 235 Main Street, Addyston, Ohio 45001

PUCO Certificate # and Date Certified 13-681E(1) dated April 22, 2013

Telephone # (513) 941-1313 Web site address (if any) www.addystonohio.org

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

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

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

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

A-5 Contact person for regulatory or emergency matters

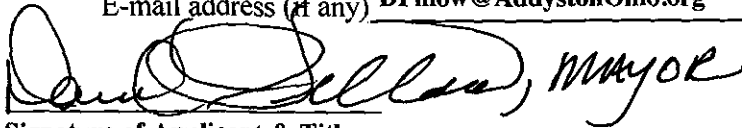
Name Daniel Pillow
Title Mayor
Business address 235 Main Street, Addyston, Ohio 45001
Telephone # (513) 941-2697 Fax # NA
E-mail address (if any) DPillow@AddystonOhio.org

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

Name Donald Marshall
Title President, Eagle Energy
Business address 6566 Glenway Avenue, Cincinnati, Ohio 45211
Telephone # (513) 251-7283 Fax # NA
E-mail address (if any) eagleenergy@fuse.net

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

Customer Service address 235 Main Street, Addyston, Ohio 45001
Toll-free Telephone # (513) 941-1313 Fax # NA
E-mail address (if any) DPillow@AddystonOhio.org


Signature of Applicant & Title

Sworn and subscribed before me this 12 day of Feb, 2015
Month Year


Signature of official administering oath

MARGARET ANN DOZIER, Village Clerk
Print Name and Title

My commission expires on Sept 15 2015



MARGARET ANN DOZIER
Notary Public State of Ohio
My Commission Expires
September 15, 2015

AFFIDAVIT

State of Ohio :

Addyston ss.
(Town)

County of Hamilton :

Daniel Pillow, Affiant, being duly sworn/affirmed according to law, deposes and says that:

He/~~She~~ is the Mayor (Office of Affiant) of The Village of Addyston (Name of Applicant);

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

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

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

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

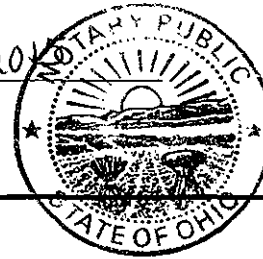

Signature of Affiant & Title

Sworn and subscribed before me this 12 day of Feb, 2015
Month Year


Signature of official administering oath

MARGARET ANN DOZIER Village Clerk
Print Name and Title

My commission expires on 9/15/2015



MARGARET ANN DOZIER
Notary Public State of Ohio
My Commission Expires
September 15, 2015

AUTHORIZING ORDINANCE PURSUANT TO
§4928.20(A) OF THE REVISED CODE

ORDINANCE NUMBER 2012- 06

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

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

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

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

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

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

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

SECTION 2. The Board of Elections of Hamilton County is hereby directed to submit the following question to the electors of Addyston at the general election on November 6, 2012:

Shall Addyston have the authority to aggregate the retail electric loads located in the Village, and for that purpose, enter into service agreements to facilitate for those loads the sale and purchase of electricity, such aggregation to occur automatically except where any person elects to opt-out?

The Clerk of this Council is instructed to file a certified copy of this Ordinance and the proposed form of the ballot question with the County Board of Elections not less than ninety (90) days prior to November 6, 2012. The Aggregation Program shall not take effect unless approved by a majority of the electors voting upon this Ordinance and the Aggregation Program provided for herein at the election held pursuant to Section 2 and Section 4928.20 of the Ohio Revised Code.

SECTION 3. Upon the approval of a majority of the electors voting at the election provided in Section 2 of this Ordinance, this Council individually or jointly with any other political subdivision, shall develop a plan of operation and governance for the Aggregation Program. Before adopting such plan, this Council shall hold at least two public hearings on the plan. Before the first hearing, notice of the hearings shall be published once a week for two consecutive weeks in a newspaper of general circulation in the Village. The notice shall summarize the plan and state the date, time, and location of each hearing. No plan adopted by this Council shall aggregate the electrical load of any electric load center within the Village unless it in advance clearly discloses to the person owning, occupying, controlling, or using the load center that the person will be enrolled automatically in the Aggregation Program and will remain so enrolled unless the person affirmatively elects by a stated procedure not to be so enrolled. The disclosure shall state prominently the rates, charges, and other terms and conditions of enrollment. The stated procedure shall allow any person enrolled in the Aggregation Program the opportunity to opt-out of the program every three years, without paying a switching fee. Any such person that opts out of the Aggregation Program pursuant to the stated procedure shall default to the standard service offer provided under division (a) of Section 4928.14 or division (b) of Section 4928.35, Ohio Revised Code, until the person chooses an alternative supplier.

SECTION 4. This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

SECTION 5. Notice of the adoption of this Ordinance shall be given once by publishing the title of the Ordinance in an abstract prepared by the Mayor or Solicitor in a newspaper of general circulation.

ADOPTED this 18 day of June, 2012.


Mayor Daniel L. Pillow

ATTEST:


Margaret Dozier, Clerk

(This resolution was prepared by Robert G. Kelly, Village Solicitor.)

June 18, 2012

I, Margaret Ann Dozier, Clerk for the Village of Addyston, Hamilton County, Ohio hereby certify this is a true and certified copy of ORDINANCE NO. 2012-06 -AN ORDINANCE AUTHORIZING ALL ACTIONS NECESSARY TO EFFECT A GOVERNMENTAL ELECTRICITY PROGRAM WITH OPT-OUT PROVISIONS PURSUANT TO SECTION 4928.20, OHIO REVISED CODE, DIRECTING THE HAMILTON COUNTY BOARD OF ELECTIONS TO SUBMIT A BALLOT QUESTION TO THE ELECTORS. ADOPTED BY THE VILLAGE OF ADDYSTON COUNCIL ON JUNE 18, 2012.


Margaret Ann Dozier
Village Clerk



CERTIFICATE OF RESULT OF ELECTION ON QUESTION OR ISSUE

Revised Code, Section 3501.11

State of Ohio
County of Hamilton }The Board of Elections of Hamilton County herebycertifies that at the election held in the Village Of Addyston
(Name of Subdivision)on the 6th day of November, 2012, the vote cast on the following issue was
as follows:**Issue.**

Shall the Village of Addyston have the authority to aggregate the retail electric loads located in the Village of Addyston, and for that purpose, enter into service agreements to facilitate for those loads the sale and purchase of electricity, such aggregation to occur automatically except where any person elects to opt out?

Votes Yes
(For, yes, etc. - as on ballot)174
(Number)Votes No
(No, against, etc. - as on ballot)132
(Number)

Total vote cast on issue:

306
(Number)IN WITNESS WHEREOF, we have hereunto subscribed our names officially at CincinnatiOhio, this 27th day, November, 2012Timothy M. BurkeCharles H. Gerhardt III

Chair

Carl FortAlbert

Operation and Governance Plan Adopted Pursuant to Section 4928.20(C) O.R.C.

PLAN OF OPERATION AND GOVERNANCE
OF
VILLAGE OF ADDYSTON, OHIO, HAMILTON COUNTY

For Additional Information Contact:

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

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

Introduction. The Village of Addyston (Addyston) obtained voter approval to offer an electric aggregation program pursuant to §4928.20, Ohio Revised Code (ORC) on November 6, 2012. As a result of the voter's affirmative vote, Addyston shall offer an "opt-out" electric aggregation program to all eligible customers¹; i.e., all residential customers and non-mercantile commercial, industrial and other public authority customers within Addyston. The plan will be available to approximately 1500 customers and those customers shall automatically be enrolled in the program as further explained herein. A Program Agreement has not been executed with a IGS Energy (IGS), a Competitive Retail Electric Supplier (IGS) for the purpose of implementing an aggregation program.

The aggregation program has been developed in accordance with §4928.20, ORC, in the following manner:

1. §4928.20(A) specifies the requirement of a municipal authority to adopt an ordinance. Exhibit A-2 is a copy of Ordinance No. 2012-06 adopted by the elected officials of Addyston specifying that aggregation shall occur automatically.
2. §4928.20(B) requires that the Ordinance be submitted to the electorate. Ordinance No. 2012-06 was passed on November 6, 2012 by a majority affirmative vote.
3. §4928.20(C) requires two public hearings on this Plan of Operation and Governance (Plan) to be conducted. Those hearings were held on March 18, 2013 at 3:00 and 7:00 PM after appropriate public notice was provided for two consecutive weeks.
4. §4928.20(D) requires appropriate notice be provided to customers being automatically enrolled in the aggregation program. The notice, including terms and conditions, is attached as Exhibit A-4.

The Plan has been developed in accordance with the Commission's rules and regulations, specifically rule 4901:1-21-16(B) of the Administrative Code, in the following manner:

1. Services to be Provided. Addyston has enter into a contract with IGS to provide generation and transmission services. The IGS contract includes all terms and conditions that make it clear that the IGS has ultimate responsibility to deliver firm power to the distribution system of the local Electric Distribution Utility (EDU), Duke-Ohio (Duke). Duke, in turn, shall utilize its distribution system, as it currently uses, and deliver the power to the customer's end-use facilities.

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

Addyston does not intend to re-sell any power as a result of this program and, in fact, is not authorized to do so.

2. Determination of Rates to be Charged. All customers shall continue to receive standard distribution service under Duke's tariffs on file and approved by the Commission. Customers shall be responsible for the distribution charges and certain delivery Riders specified under Rates RS, DM or DS of the Duke tariff, P.U.C.O. No. 19². Customers enrolled in the program shall receive relief from certain other Riders and the rates associated with basic generation (PTC-BG) contained in Duke's tariff. Addyston has retained Eagle Energy to assist in the identification of potential benefits for customers. Benefits may include savings against the prevailing price-to-compare of Duke with the contract rate of the IGS. The rate comparison will be contained in the notice to be received by the customer. A surcharge authorized under §4928.20(I) is not applicable at the current time.
3. Standby Service. Currently, avoidance of certain rate riders within Duke's rate structure requires action by customers, which is inconsistent with the opt-out program, which requires no action by the customer. In addition, Addyston does not want customers to be subject to market-based rates in the event a customer returns to Duke. For these reasons, Addyston currently intends for customers to pay all rate Riders imposed by Duke that shall permit customers to return to Duke on a full-requirements basis without penalty. The goal of Addyston in the process of negotiating a contract with a IGS was to negotiate a provision that would exclude a switching fee provision for customers.
4. Opt-out Disclosure Notice. Addyston requested Duke for a customer list that identifies potential customers within its geographic boundary. The customer list was provided to the IGS and will be used as the basis for developing a mail file for the opt-out notice following noted exclusions, if any. Once the mailing list has been developed, the opt-out notice shall be mailed via first class U.S. mail and customers shall have twenty-one (21) days to opt-out of the program. Those customers electing not to opt-out shall be enrolled in the program.
5. Customer Inclusion. The following customers shall be excluded from the opt-out program:
 - (a) Customers who have opted-out of the program;
 - (b) Customers under contract with a CRES;

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

- (c) Customers who may have a special contract with Duke;
- (d) Customers outside the geographical boundary of Addyston;
- (e) Customers who have elected to be on the "do not aggregate" list provided by §4928.21(C);
- (f) Mercantile customers;
- (g) Customers with an unsatisfactory credit rating; and,
- (h) Customers enrolled in the Percentage of Income Payment Plan (PIPP).

Customers in categories (b) through (h) shall not appear in the customer list provided by Duke. Customers within the above categories who may be accidentally enrolled shall be returned to Duke without charge.

The IGS has the responsibility to monitor the enrollment of customers. Customers who elect to opt-out of the program shall be excluded and if a customer were accidentally enrolled shall also be returned to Duke without charge.

6. Opt-out Process. Customers shall receive a letter, terms and conditions and instructions on how to opt-out of the program³. Customers shall be provided twenty-one (21) days to elect to opt-out of the program. After the twenty-one day opt-out period ends customers shall be submitted to Duke for enrollment. Duke shall confirm enrollment and provide the customer with an additional seven (7) days to allow the customer to cancel enrollment. Thereafter, a similar enrollment program shall be offered at intervals not to exceed three (3) years.
7. Eligible Customers. The aggregation program shall include residential and non-mercantile customers, except those identified in Section 5 above, served under the provision's of Duke's electric tariff P.U.C.O. No. 19 as follows⁴:
 - Rate RS, Sheet No. 30.14;
 - Rate DS, Sheet No. 40.15; and,
 - Rate DM, Sheet No. 43.15.

The current tariffs have an effective date of May 6, 2013.

8. Billing Procedures. The contract with the IGS shall include billing procedures but the goal of Addyston is to have the customer receive a single bill from Duke. The bill shall include all charges including the rates of IGS. The billing interval shall be approximately thirty (30) days. If Duke does not receive timely payments, then the subsequent bill will reflect late payments fees, as authorized by the Commission, including those charges of IGS.
9. Credit and Deposit Procedures. Collection and credit procedures shall be those authorized by the Commission and remain the responsibility of Duke, the IGS and the involved customer. Addyston shall not be involved in any credit or collection matter.

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

⁴ See footnote 2 also.

10. Customer Service Procedures. Customers shall have multiple means of addressing customer service issues. Generally, concerns relative to service reliability or billing should be addressed to Duke and concerns regarding the Plan should be addressed to Addyston or Eagle Energy. If a customer is unable to resolve their concern in a satisfactory manner, then that matter should be directed to the Commission or to the Ohio Consumers' Counsel. The following telephone numbers are for customers' assistance for resolving customer service issues:

Duke Energy Ohio	(800) 544-6900
Public Utilities Commission of Ohio	(800) 686-7826 (800) 686-1750 (TDD/TTY)
Village of Addyston	(513) 771-7200
Eagle Energy	(513) 251-7283
Ohio Consumers' Counsel	(877) 742-5622
IGS	(800) 280-4474

In addition, this Plan adopts by reference Commission rule 4901:1-21-08 of the Administrative Code as the rule pertains to customer access, slamming and complaint handling procedures.

11. New Customer Policy. During the Plan's term, customers who have either left the Plan or who moved into the governmental boundaries of Addyston, may contact Addyston, Eagle Energy or the IGS at any time to obtain enrollment⁵ information. IGS shall have sole discretion to permit new customers to enroll into the Plan at no charge.
12. Customer Who Move. Enrolled customers who move from one location to another within the geographical boundaries of Addyston shall be permitted to maintain their enrollment status at their new location.
13. Customers Who Opt-out. Customers who provided the required opt-out notice shall remain a customer of the EDU, Duke, or their selected IGS. Customers may request IGS to permit enrollment and in that instance IGS shall have sole discretion as to allow the enrollment at no charge. Customers being served by IGS shall be cautioned about any cancellation charges associated with their current enrollment status. A new enrollment period shall be offered, at a minimum, every three (3) years without any charge to the customer.
14. Other Matters. A copy of this Plan shall be available at the Addyston offices for public inspection and shall be made available to any customer upon request. Addyston shall be precluded from altering this Plan in any way that materially affects enrolled customers. If a material change to the Plan is made, affected

⁵ Enrollment must be authorized by Duke.

customers shall be provided notice of the change and shall be given an opportunity to opt-out of the aggregation.

Automatic Disclosure Form Required by Section 4928.20(D) O.R.C.

1 - 1 - 12345 - 0 -
TEST CUSTOMER
6100 EMERALD PKWY
DUBLIN OH 43016

September 2, 2014

Dear Village of Addyston Resident,

The Village of Addyston is providing you the opportunity to participate with other Village of Addyston residents and businesses in an opt-out electric aggregation program, with IGS Energy of Dublin, Ohio as your provider.

Under governmental aggregation, the Village Council Members act on behalf of electric consumers in the community to negotiate an electric supply contract with an eligible provider. Both the Village and eligible retail electric suppliers are required to be certified by the Public Utilities Commission of Ohio (PUCO). The Village Council Members passed an ordinance to adopt the aggregation program after the Village of Addyston voters approved its implementation on November 06, 2012. The aggregation program for The Village of Addyston will begin following your enrollment with Duke Energy as a participant in the Village's program and will continue through your October 2017 meter read date.

Under this aggregation program, eligible residents and businesses in the Village of Addyston will pay a fixed rate of 5.76 cents per kWh through the October 2017 meter read date. This offer is lower than any other fixed offer on the PUCO Apples to Apples Comparison site as of August 15, 2014 and is 9% lower than Duke's current average price to compare for residential customers. IGS Energy's price applies to the generation and transmission portion of your bill. You will continue to be charged by Duke for the distribution and delivery portion of your bill.

If you are ever unhappy with your service or rate from IGS Energy, you may cancel free of charge at any time and return to Duke Energy at a rate and terms that may or may not be the same as what other Duke Energy customers pay.

You will be automatically enrolled in the Village of Addyston Electric Aggregation Program unless you choose to "opt out" - that is, affirmatively choose to not participate. If you want to be excluded from the Village of Addyston Electric Aggregation Program, you must return the enclosed "Opt-Out" Form or contact IGS Energy at 1-800-280-4474 by **Opt Out Deadline**. If you do not opt-out at this time or cancel service in the future, you will be enrolled in the program until it expires with your October 2017 meter reading date. If you do opt-out, you will continue to receive Duke Energy's standard service offer rate.

Under this aggregation, Duke Energy will continue to maintain the wires that deliver power to your home or business. You will continue to contact Duke Energy regarding loss of power service or for any other concerns or issues having to do with your electric service. You will continue to receive a single monthly bill from Duke Energy for your electric service with your IGS Energy fixed rate included. Budget billing will continue to be available through Duke.

If you have any questions please call IGS Energy at 1-800-280-4474, weekdays, from 8:00 a.m. to 8:00 p.m. EST. For general information on deregulation in Ohio, you can also visit the Web Site of the Public Utilities Commission of Ohio (www.PUCO.ohio.gov).

Sincerely,
IGS Energy and The Village of Addyston Council Members

P.S. Remember to return the "Opt-Out" form only if you do **not** want to participate in the Village of Addyston Electric Aggregation Program.

If the home for which you have received this letter is not located within the Village of Addyston, you have received this letter in error. Please contact IGS Energy at 1-800-280-4474 to be removed from the aggregation list.

You are not eligible to participate in this program if you are currently enrolled in the Percentage of Income Payment Plan (PIPP) program.

11 digit account number as it appears on your Duke Energy electric bill.

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

I wish to opt out of the Village of Addyston
Natural electric Aggregation Program.

(Check box to opt out.)

☐

Name (Please Print) _____

Address _____

City, State, Zip _____

Phone Number _____

Email Address _____

Signature (REQUIRED) _____



1 2 3 5 4 4 9 7

Environmental Disclosure Information																						
IGS Energy																						
Projected Data for the 2014 Calendar Year																						
Generation Resource Mix - A comparison between the sources of generation used to produce this product and the historic regional average supply mix.	<div style="display: flex; justify-content: space-around;"> <div style="text-align: center;"> Supplier's Product </div> <div style="text-align: center;"> Regional </div> </div>																					
Environmental Characteristics- A description of the characteristics associated with each possible generation resource.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Biomass Power</td> <td style="width: 50%;">Air Emissions and Solid Waste</td> </tr> <tr> <td>Coal Power</td> <td>Air Emissions and Solid Waste</td> </tr> <tr> <td>Hydro Power</td> <td>Wildlife Impacts</td> </tr> <tr> <td>Natural Gas Power</td> <td>Air Emissions and Solid Waste</td> </tr> <tr> <td>Nuclear Power</td> <td>Radioactive Waste</td> </tr> <tr> <td>Oil Power</td> <td>Air Emissions and Solid Waste</td> </tr> <tr> <td>Other Sources</td> <td>Unknown Impacts</td> </tr> <tr> <td>Solar Power</td> <td>No Significant Impacts</td> </tr> <tr> <td>Unknown Purchased Resources</td> <td>Unknown Impacts</td> </tr> <tr> <td>Wind Power</td> <td>Wildlife Impacts</td> </tr> </table>		Biomass Power	Air Emissions and Solid Waste	Coal Power	Air Emissions and Solid Waste	Hydro Power	Wildlife Impacts	Natural Gas Power	Air Emissions and Solid Waste	Nuclear Power	Radioactive Waste	Oil Power	Air Emissions and Solid Waste	Other Sources	Unknown Impacts	Solar Power	No Significant Impacts	Unknown Purchased Resources	Unknown Impacts	Wind Power	Wildlife Impacts
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Unknown Purchased Resources	Unknown Impacts																					
Wind Power	Wildlife Impacts																					
Air Emissions - A comparison between the air emissions related to this product and the regional average air emissions.	<div style="text-align: center;"> </div>																					
Radioactive Waste - Radioactive waste associated with the product.	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;">Type:</th> <th style="width: 40%;">Quantity:</th> </tr> </thead> <tbody> <tr> <td>High-Level Radioactive Waste</td> <td>Lbs./1,000 kWh</td> </tr> <tr> <td>Low-Level Radioactive Waste</td> <td>Ft³/1,000 kWh</td> </tr> </tbody> </table> <p style="font-size: small; margin-top: 5px;">Note: The generation of this product involves the use of x% of unknown purchased resources. The air emissions and radioactive waste associated with these unknown resources are not included in these charts.</p>		Type:	Quantity:	High-Level Radioactive Waste	Lbs./1,000 kWh	Low-Level Radioactive Waste	Ft ³ /1,000 kWh														
Type:	Quantity:																					
High-Level Radioactive Waste	Lbs./1,000 kWh																					
Low-Level Radioactive Waste	Ft ³ /1,000 kWh																					
<p style="font-size: small;">With in-depth analysis, the environmental characteristics of any form of electric generation will reveal benefits as well as costs. For further information, contact IGS Energy at www.igsenergy.com or by phone at 1-877-915-4447.</p>																						

NOTICE

Return the "Opt-Out" form only if you do not want to participate in the Village of Addyston Electric Aggregation Program.

Return by Opt Out Deadline to:

Electric Governmental Aggregation Program

PO Box 9060

Dublin, Ohio 43017-0960

Term Box	
Utility:	Duke Energy (Duke)
Price Plan	Fixed Rate
Program Price	Subject to the terms and conditions detailed below in the body of the Agreement: For residential customers the applicable price per KWH shall be 5.76 cents per KWH of electricity consumed. For non-mercantile commercial customers the applicable price per KWH shall be 5.76 cents per KWH of electricity consumed.
Term	Services to be rendered pursuant to this Agreement will commence upon the implementation of the Village of Addyston's community opt-out government aggregation program ("Program") and will continue through the October 2017 billing period
Cancellation Fee	None

The services provided to me by Interstate Gas Supply, Inc. ("IGS Energy") are governed by the terms and conditions stated in this document and the opt-out notification accompanying this document ("Agreement") and will serve as the terms of service for the Village of Addyston opt-out government aggregation program ("Program") which I agree to enroll in by not "opting-out" of the Program, as described in the accompanying opt-out notification letter, or exercising my right to rescission under this Agreement.

Term: The Term of the Program will be as stated in the term box located at the top of this Agreement ("Term Box"). IGS Energy will supply the commodity portion of my electricity and Duke will continue to be my Electric Delivery Company ("EDC"). Upon expiration of the opt-out period, if I do not elect to opt-out of the Program, IGS Energy will notify the EDC to transfer electric commodity services to IGS Energy. If I am currently an IGS Energy electric customer, IGS Energy reserves the right to reject or rescind my enrollment in the Program or to require me to pay the applicable cancellation fee, if any, for my existing electric service agreement to be eligible for this Agreement.

Regulatory: Competitive electric retail services ("CRES Program") are subject to ongoing Public Utilities Commission of Ohio ("PUCO") and EDC jurisdiction. I understand that if the CRES Program is terminated or materially altered, this Program may be terminated by me or IGS Energy without penalty. I understand that IGS Energy may terminate or modify this Program due to unforeseen regulatory action that will materially affect the costs of providing electric service to the Program.

Price: The price I will pay for my electric supply charges (which applies to the generation and transmission portion) under the Program is as described in the Term Box ("Program Price"). I am responsible for, and my Program Price does not include, applicable taxes and/or EDC charges, including service and delivery charges, which will be billed by the EDC.

Renewal: If my community's governmental aggregation continues, at least every three years from the establishment of this Program the government aggregator or its supplier shall provide me notice of my right to opt out of the aggregation without penalty. The process for providing me with notice of my right to opt-out shall include a provision for me to return a post card or similar notice to the governmental aggregator or the supplier. For renewals, I will have at least twenty-one days from the post mark date on the written notice to choose to opt out of the Program, and my return post card or notice that is post marked before the opt out deadline has elapsed shall count as timely sent. The notice will follow the procedures established for the initial opt-out notice set forth in this rule and shall prominently disclose to me all changes to the terms and conditions associated with the aggregation. I am entitled to opt-out of the government aggregation program at least every three years from the commencement date of the Program, without a penalty. If I am in the Program when the Program is renewed and I do not exercise my right to opt-out, I will be continued in the Program. Nothing in this Agreement guarantees that I am entitled to pricing provided by IGS Energy after the Term of this Agreement expires.

Customer Rescission Period: If I am a new customer to IGS Energy this Agreement may be rescinded by me with no cancellation fee by contacting the EDC in writing or by telephone at the number provided on the confirmation notice within 7 business days from the post-mark date of the confirmation notice sent by the EDC ("Rescission Period"). If I am an existing IGS Energy electric customer I will not receive a confirmation notice from the EDC but, in the event I decide to cancel this Agreement, I will be returned to my previous Agreement with IGS Energy without penalty under this Agreement.

Cancellation: I can cancel this Agreement without cancellation fee by providing notice of not less than 30 days to IGS Energy. Cancellation notices provided after the Rescission Period may result in an additional month(s) of service with IGS Energy at the Program Price, which I agree to pay, as the effective date of all cancellations are subject to EDC guidelines. I understand that if I switch my service to another supplier or back to the EDC an EDC switching fee may apply under the EDC's tariff and if I return to the EDC sales service I may not be served under the same rates, terms, and conditions that apply to other customers served the EDC.

Contact and Dispute Resolutions: In the event of a billing dispute or issues regarding volume or metering, I should contact the EDC at the number listed on their bill. For other questions or concerns about pricing, I can contact the IGS Energy choice department by phone weekdays from 8:00 a.m. to 8:00 p.m. ET at 877-915-4447, by fax 1-800-584-4839, in writing at P.O.

Box 9060, Dublin, OH 43017, or through their web site at www.IGSEnergy.com. Also, I can contact IGS Energy through e-mail at choice@IGSEnergy.com. If my questions or concerns or complaint are not resolved after I have called IGS Energy or my EDC, 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 toll free at 1-800-686-1570 (toll free), from 8:00 a.m. to 5:00 p.m. weekdays, or at www.puco.ohio.gov. The Ohio Consumer's Counsel ("OCC") represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from 8 a.m. to 5 p.m. weekdays, or at <http://www.pickocc.org>

Assignment: This Agreement is assignable by IGS Energy without my consent subject only to required regulatory approvals. IGS Energy will use its best efforts to give the EDC and me thirty (30) days written notice prior to any assignment.

Billing: For my convenience I will receive only one bill, which will be issued by the EDC each month and will contain IGS Energy's electric supply charge plus applicable taxes and all of the EDC's delivery and other applicable charges, including any late fees assessed by the EDC. I agree to continue to pay the EDC for the entire electric bill under the EDC's payment terms and conditions. If I fail to pay my bill within the EDC's payment terms, IGS Energy reserves the right to charge a monthly late fee of 1.5% of the amount past due, calculated from the EDC due date on my bill. I understand and agree that although I remit my payments to the EDC, ultimately if I fail to make my payment to the EDC for the electricity commodity component of my bill supplied by IGS Energy, I will owe the unpaid amount to IGS Energy in which case IGS Energy may bill me directly for unpaid balances and seek collection if necessary. Additionally, if I fail to timely pay my IGS Energy charges billed by either the EDC or IGS Energy, IGS Energy may in its sole discretion terminate this Agreement with fourteen (14) days written notice or require a security deposit in order to continue service under this Agreement.

I may request twice within a 12 month period, at no charge, up to 24 months of my payment history for services rendered by IGS Energy. Other than for operation, maintenance, assignment and transfer of my account or, where IGS Energy is performing billing services, or for collections, IGS Energy will not disclose my account number to any other third party without my affirmative written consent or electronic authorization or pursuant to a court or PUCO order and that, other than for credit checking and credit reporting, IGS Energy will not disclose my social security number without my affirmative written consent or pursuant to court order. I authorize IGS Energy to obtain my billing payment and usage history from the EDC.

Moving/Termination: I understand that this contract will automatically terminate, without penalty, if I relocate outside the EDC service territory or if I relocate within the current EDC service territory and the EDC assigns a new account number or Service Delivery Identifier ("SDI").

Environmental Disclosure: For electric customers, the approximate generation resource mix and environmental characteristics of the power supply that will be secured to provide services under this Agreement can be viewed at the IGS website – igsenergy.com. I agree that IGS will make the required quarterly updates to the disclosure statement electronically on the IGS website. IGS will also provide the environmental disclosure statement upon my request.

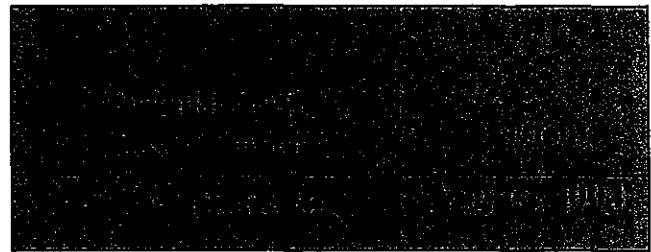
Eligibility / Limitation of Liability / Jurisdiction: This Agreement is for only residential and non-mercantile commercial customers (see Ohio Revised Code 4928(A)(19)) in the Duke service territory. By entering into this Agreement, I represent and agree that the account(s) served by IGS Energy under this Agreement is (are) Residential or Non-Mercantile Commercial account(s) and that I am not an existing IGS Energy customer. IGS Energy reserves the exclusive right, at any time, to not enroll, or if I have been enrolled, to terminate my service locations that do not meet the preceding criteria and return me to the EDC (or previous IGS Energy product, whichever is applicable) with no penalty to IGS Energy. **Also, I represent that I am current on my EDC bill at the time of enrollment with IGS Energy. If IGS Energy determines through the enrollment process with the EDC that I am not current on my EDC bill, IGS Energy can in its sole discretion, 1) void my enrollment without notice and without penalty to IGS Energy or 2) require a security deposit to be paid as a condition of enrollment.** Furthermore, participation in the program is subject to the rules of the EDC and customers are sometimes terminated from the residential program either in error or for being in arrears. In such instances, I can contact the EDC to correct the problem and be reinstated in the residential program. Regardless of the reason for termination, in no case will the original term be extended for months that I was unable to participate nor will IGS Energy have any liability for any early termination or for any months that I was unable to participate in the program. IGS Energy assumes no liability or responsibility for losses or consequential damages arising from items associated with the EDC including, but not limited to: operations and maintenance of their system; any interruption of service; termination of service; or deterioration of service, nor does IGS Energy assume responsibility or liability for damages arising from any in-home or building damages and in addition shall not be responsible for any indirect, consequential, special or punitive damages whether arising under contract, tort (including negligence or strict liability) or any other legal theory. The parties agree that if issues relating to this Agreement cannot be resolved through the PUCO as detailed under "Contract and Dispute Resolution" above or if suit is filed, any legal action involving this Agreement shall be brought only in a court of the State of Ohio sitting in Franklin County, Ohio or the United States District Court sitting in Franklin County, Ohio. I submit to the personal jurisdiction in such courts and irrevocably waive any objections that I have or might have in the future to such courts as the proper forum for any and all actions arising under this Agreement. The parties agree that this Agreement shall be interpreted under the laws of the State of Ohio, regardless of Ohio's choice of law provisions.

BEFORE

THE PUBLIC UTILITIES COMMISSION OF OHIO

*In the Matter of the Application of the)
Village of Addyston, Hamilton County,)
Ohio for the Renewal of its Certificate as a)
Governmental Aggregator for Electricity)
Service Pursuant to Section 4928.08)
of the Ohio Revised Code.)*

Case No. 13-725-EL-GAG



RENEWAL APPLICATION FOR GOVERNMENTAL AGGREGATORS

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

This PDF form is designed so that you may input information directly into the form. You may also download the form, by saving it to your local hard drive.

A. RENEWAL INFORMATION

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

Legal Name Village of Addyston

Address 235 Main Street, Addyston, Ohio 45001

PUCO Certificate # and Date Certified 13-681E(1) dated April 22, 2013

Telephone # (513) 941-1313 Web site address (if any) www.addystonohio.org

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

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

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

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

A-5 Contact person for regulatory or emergency matters

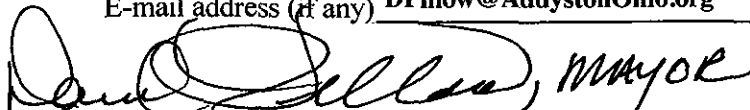
Name Daniel Pillow
Title Mayor
Business address 235 Main Street, Addyston, Ohio 45001
Telephone # (513) 941-2697 Fax # NA
E-mail address (if any) DPillow@AddystonOhio.org

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

Name Donald Marshall
Title President, Eagle Energy
Business address 6566 Glenway Avenue, Cincinnati, Ohio 45211
Telephone # (513) 251-7283 Fax # NA
E-mail address (if any) eagleenergy@fuse.net

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

Customer Service address 235 Main Street, Addyston, Ohio 45001
Toll-free Telephone # (513) 941-1313 Fax # NA
E-mail address (if any) DPillow@AddystonOhio.org


Signature of Applicant & Title

Sworn and subscribed before me this 12 day of Feb, 2015
Month Year


Signature of official administering oath

MARGARET ANN DOZIER, Village Clerk
Print Name and Title

My commission expires on Sept 15 2015



MARGARET ANN DOZIER
Notary Public State of Ohio
My Commission Expires
September 15, 2015

AFFIDAVIT

State of Ohio :

Addyston ss.
(Town)

County of Hamilton :

Daniel Pillow, Affiant, being duly sworn/affirmed according to law, deposes and says that:

He/~~She~~ is the Mayor (Office of Affiant) of The Village of Addyston (Name of Applicant);

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

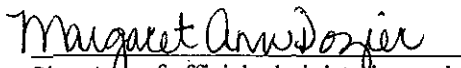
1. The Applicant herein, attests under penalty of false statement that all statements made in the application for certification renewal are true and complete and that it will amend its application while the application is pending if any substantial changes occur regarding the information provided in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

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

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

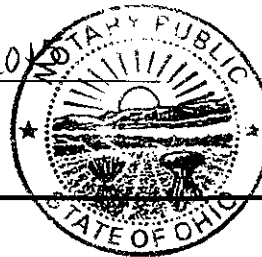

Signature of Affiant & Title

Sworn and subscribed before me this 12 day of Feb, 2015
Month Year


Signature of official administering oath

MARGARET ANN DOZIER Village Clerk
Print Name and Title

My commission expires on 9/15/2015



MARGARET ANN DOZIER
Notary Public State of Ohio
My Commission Expires
September 15, 2015

AUTHORIZING ORDINANCE PURSUANT TO
§4928.20(A) OF THE REVISED CODE

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

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

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

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

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

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

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

SECTION 2. The Board of Elections of Hamilton County is hereby directed to submit the following question to the electors of Addyston at the general election on November 6, 2012:

Shall Addyston have the authority to aggregate the retail electric loads located in the Village, and for that purpose, enter into service agreements to facilitate for those loads the sale and purchase of electricity, such aggregation to occur automatically except where any person elects to opt-out?

The Clerk of this Council is instructed to file a certified copy of this Ordinance and the proposed form of the ballot question with the County Board of Elections not less than ninety (90) days prior to November 6, 2012. The Aggregation Program shall not take effect unless approved by a majority of the electors voting upon this Ordinance and the Aggregation Program provided for herein at the election held pursuant to Section 2 and Section 4928.20 of the Ohio Revised Code.

SECTION 3. Upon the approval of a majority of the electors voting at the election provided in Section 2 of this Ordinance, this Council individually or jointly with any other political subdivision, shall develop a plan of operation and governance for the Aggregation Program. Before adopting such plan, this Council shall hold at least two public hearings on the plan. Before the first hearing, notice of the hearings shall be published once a week for two consecutive weeks in a newspaper of general circulation in the Village. The notice shall summarize the plan and state the date, time, and location of each hearing. No plan adopted by this Council shall aggregate the electrical load of any electric load center within the Village unless it in advance clearly discloses to the person owning, occupying, controlling, or using the load center that the person will be enrolled automatically in the Aggregation Program and will remain so enrolled unless the person affirmatively elects by a stated procedure not to be so enrolled. The disclosure shall state prominently the rates, charges, and other terms and conditions of enrollment. The stated procedure shall allow any person enrolled in the Aggregation Program the opportunity to opt-out of the program every three years, without paying a switching fee. Any such person that opts out of the Aggregation Program pursuant to the stated procedure shall default to the standard service offer provided under division (a) of Section 4928.14 or division (b) of Section 4928.35, Ohio Revised Code, until the person chooses an alternative supplier.

SECTION 4. This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

SECTION 5. Notice of the adoption of this Ordinance shall be given once by publishing the title of the Ordinance in an abstract prepared by the Mayor or Solicitor in a newspaper of general circulation.

ADOPTED this 18 day of June, 2012.


Mayor Daniel L. Pillow

ATTEST:


Margaret Dozier, Clerk

(This resolution was prepared by Robert G. Kelly, Village Solicitor.)

June 18, 2012

I, Margaret Ann Dozier, Clerk for the Village of Addyston, Hamilton County, Ohio hereby certify this is a true and certified copy of ORDINANCE NO. 2012-06 -AN ORDINANCE AUTHORIZING ALL ACTIONS NECESSARY TO EFFECT A GOVERNMENTAL ELECTRICITY PROGRAM WITH OPT-OUT PROVISIONS PURSUANT TO SECTION 4928.20, OHIO REVISED CODE, DIRECTING THE HAMILTON COUNTY BOARD OF ELECTIONS TO SUBMIT A BALLOT QUESTION TO THE ELECTORS. ADOPTED BY THE VILLAGE OF ADDYSTON COUNCIL ON JUNE 18, 2012.


Margaret Ann Dozier
Village Clerk



CERTIFICATE OF RESULT OF ELECTION ON QUESTION OR ISSUE

Revised Code, Section 3501.11

State of Ohio
County of Hamilton }The Board of Elections of Hamilton County herebycertifies that at the election held in the Village Of Addyston
(Name of Subdivision)on the 6th day of November, 2012, the vote cast on the following issue was
as follows:**Issue**

Shall the Village of Addyston have the authority to aggregate the retail electric loads located in the Village of Addyston, and for that purpose, enter into service agreements to facilitate for those loads the sale and purchase of electricity, such aggregation to occur automatically except where any person elects to opt out?

Votes Yes
(For, yes, etc.-as on ballot)174
(Number)Votes No
(No, against, etc.-as on ballot)132
(Number)

Total vote cast on issue:

306
(Number)IN WITNESS WHEREOF, we have hereunto subscribed our names officially at CincinnatiOhio, this 27th day of November, 2012Timothy M. BurkeCharles H. Gierhardt III

Chair

Carol FaintAlexander

Operation and Governance Plan Adopted Pursuant to Section 4928.20(C) O.R.C.

PLAN OF OPERATION AND GOVERNANCE
OF
VILLAGE OF ADDYSTON, OHIO, HAMILTON COUNTY

For Additional Information Contact:

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

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

Introduction. The Village of Addyston (Addyston) obtained voter approval to offer an electric aggregation program pursuant to §4928.20, Ohio Revised Code (ORC) on November 6, 2012. As a result of the voter's affirmative vote, Addyston shall offer an "opt-out" electric aggregation program to all eligible customers¹; i.e., all residential customers and non-mercantile commercial, industrial and other public authority customers within Addyston. The plan will be available to approximately 1500 customers and those customers shall automatically be enrolled in the program as further explained herein. A Program Agreement has not been executed with a IGS Energy (IGS), a Competitive Retail Electric Supplier (IGS) for the purpose of implementing an aggregation program.

The aggregation program has been developed in accordance with §4928.20, ORC, in the following manner:

1. §4928.20(A) specifies the requirement of a municipal authority to adopt an ordinance. Exhibit A-2 is a copy of Ordinance No. 2012-06 adopted by the elected officials of Addyston specifying that aggregation shall occur automatically.
2. §4928.20(B) requires that the Ordinance be submitted to the electorate. Ordinance No. 2012-06 was passed on November 6, 2012 by a majority affirmative vote.
3. §4928.20(C) requires two public hearings on this Plan of Operation and Governance (Plan) to be conducted. Those hearings were held on March 18, 2013 at 3:00 and 7:00 PM after appropriate public notice was provided for two consecutive weeks.
4. §4928.20(D) requires appropriate notice be provided to customers being automatically enrolled in the aggregation program. The notice, including terms and conditions, is attached as Exhibit A-4.

The Plan has been developed in accordance with the Commission's rules and regulations, specifically rule 4901:1-21-16(B) of the Administrative Code, in the following manner:

1. Services to be Provided. Addyston has enter into a contract with IGS to provide generation and transmission services. The IGS contract includes all terms and conditions that make it clear that the IGS has ultimate responsibility to deliver firm power to the distribution system of the local Electric Distribution Utility (EDU), Duke-Ohio (Duke). Duke, in turn, shall utilize its distribution system, as it currently uses, and deliver the power to the customer's end-use facilities.

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

Addyston does not intend to re-sell any power as a result of this program and, in fact, is not authorized to do so.

2. Determination of Rates to be Charged. All customers shall continue to receive standard distribution service under Duke's tariffs on file and approved by the Commission. Customers shall be responsible for the distribution charges and certain delivery Riders specified under Rates RS, DM or DS of the Duke tariff, P.U.C.O. No. 19². Customers enrolled in the program shall receive relief from certain other Riders and the rates associated with basic generation (PTC-BG) contained in Duke's tariff. Addyston has retained Eagle Energy to assist in the identification of potential benefits for customers. Benefits may include savings against the prevailing price-to-compare of Duke with the contract rate of the IGS. The rate comparison will be contained in the notice to be received by the customer. A surcharge authorized under §4928.20(I) is not applicable at the current time.
3. Standby Service. Currently, avoidance of certain rate riders within Duke's rate structure requires action by customers, which is inconsistent with the opt-out program, which requires no action by the customer. In addition, Addyston does not want customers to be subject to market-based rates in the event a customer returns to Duke. For these reasons, Addyston currently intends for customers to pay all rate Riders imposed by Duke that shall permit customers to return to Duke on a full-requirements basis without penalty. The goal of Addyston in the process of negotiating a contract with a IGS was to negotiate a provision that would exclude a switching fee provision for customers.
4. Opt-out Disclosure Notice. Addyston requested Duke for a customer list that identifies potential customers within its geographic boundary. The customer list was provided to the IGS and will be used as the basis for developing a mail file for the opt-out notice following noted exclusions, if any. Once the mailing list has been developed, the opt-out notice shall be mailed via first class U.S. mail and customers shall have twenty-one (21) days to opt-out of the program. Those customers electing not to opt-out shall be enrolled in the program.
5. Customer Inclusion. The following customers shall be excluded from the opt-out program:
 - (a) Customers who have opted-out of the program;
 - (b) Customers under contract with a CRES;

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

- (c) Customers who may have a special contract with Duke;
- (d) Customers outside the geographical boundary of Addyston;
- (e) Customers who have elected to be on the "do not aggregate" list provided by §4928.21(C);
- (f) Mercantile customers;
- (g) Customers with an unsatisfactory credit rating; and,
- (h) Customers enrolled in the Percentage of Income Payment Plan (PIPP).

Customers in categories (b) through (h) shall not appear in the customer list provided by Duke. Customers within the above categories who may be accidentally enrolled shall be returned to Duke without charge.

The IGS has the responsibility to monitor the enrollment of customers. Customers who elect to opt-out of the program shall be excluded and if a customer were accidentally enrolled shall also be returned to Duke without charge.

6. Opt-out Process. Customers shall receive a letter, terms and conditions and instructions on how to opt-out of the program³. Customers shall be provided twenty-one (21) days to elect to opt-out of the program. After the twenty-one day opt-out period ends customers shall be submitted to Duke for enrollment. Duke shall confirm enrollment and provide the customer with an additional seven (7) days to allow the customer to cancel enrollment. Thereafter, a similar enrollment program shall be offered at intervals not to exceed three (3) years.
7. Eligible Customers. The aggregation program shall include residential and non-mercantile customers, except those identified in Section 5 above, served under the provision's of Duke's electric tariff P.U.C.O. No. 19 as follows⁴:
 - Rate RS, Sheet No. 30.14;
 - Rate DS, Sheet No. 40.15; and,
 - Rate DM, Sheet No. 43.15.

The current tariffs have an effective date of May 6, 2013.

8. Billing Procedures. The contract with the IGS shall include billing procedures but the goal of Addyston is to have the customer receive a single bill from Duke. The bill shall include all charges including the rates of IGS. The billing interval shall be approximately thirty (30) days. If Duke does not receive timely payments, then the subsequent bill will reflect late payments fees, as authorized by the Commission, including those charges of IGS.
9. Credit and Deposit Procedures. Collection and credit procedures shall be those authorized by the Commission and remain the responsibility of Duke, the IGS and the involved customer. Addyston shall not be involved in any credit or collection matter.

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

⁴ See footnote 2 also.

10. Customer Service Procedures. Customers shall have multiple means of addressing customer service issues. Generally, concerns relative to service reliability or billing should be addressed to Duke and concerns regarding the Plan should be addressed to Addyston or Eagle Energy. If a customer is unable to resolve their concern in a satisfactory manner, then that matter should be directed to the Commission or to the Ohio Consumers' Counsel. The following telephone numbers are for customers' assistance for resolving customer service issues:

Duke Energy Ohio	(800) 544-6900
Public Utilities Commission of Ohio	(800) 686-7826 (800) 686-1750 (TDD/TTY)
Village of Addyston	(513) 771-7200
Eagle Energy	(513) 251-7283
Ohio Consumers' Counsel	(877) 742-5622
IGS	(800) 280-4474

In addition, this Plan adopts by reference Commission rule 4901:1-21-08 of the Administrative Code as the rule pertains to customer access, slamming and complaint handling procedures.

11. New Customer Policy. During the Plan's term, customers who have either left the Plan or who moved into the governmental boundaries of Addyston, may contact Addyston, Eagle Energy or the IGS at any time to obtain enrollment⁵ information. IGS shall have sole discretion to permit new customers to enroll into the Plan at no charge.
12. Customer Who Move. Enrolled customers who move from one location to another within the geographical boundaries of Addyston shall be permitted to maintain their enrollment status at their new location.
13. Customers Who Opt-out. Customers who provided the required opt-out notice shall remain a customer of the EDU, Duke, or their selected IGS. Customers may request IGS to permit enrollment and in that instance IGS shall have sole discretion as to allow the enrollment at no charge. Customers being served by IGS shall be cautioned about any cancellation charges associated with their current enrollment status. A new enrollment period shall be offered, at a minimum, every three (3) years without any charge to the customer.
14. Other Matters. A copy of this Plan shall be available at the Addyston offices for public inspection and shall be made available to any customer upon request. Addyston shall be precluded from altering this Plan in any way that materially affects enrolled customers. If a material change to the Plan is made, affected

⁵ Enrollment must be authorized by Duke.

customers shall be provided notice of the change and shall be given an opportunity to opt-out of the aggregation.

Automatic Disclosure Form Required by Section 4928.20(D) O.R.C.

1-1-12345-0-
TEST CUSTOMER
6100 EMERALD PKWY
DUBLIN OH 43016

September 2, 2014

Dear Village of Addyston Resident,

The Village of Addyston is providing you the opportunity to participate with other Village of Addyston residents and businesses in an opt-out electric aggregation program, with IGS Energy of Dublin, Ohio as your provider.

Under governmental aggregation, the Village Council Members act on behalf of electric consumers in the community to negotiate an electric supply contract with an eligible provider. Both the Village and eligible retail electric suppliers are required to be certified by the Public Utilities Commission of Ohio (PUCO). The Village Council Members passed an ordinance to adopt the aggregation program after the Village of Addyston voters approved its implementation on November 06, 2012. The aggregation program for The Village of Addyston will begin following your enrollment with Duke Energy as a participant in the Village's program and **will continue through your October 2017 meter read date.**

Under this aggregation program, eligible residents and businesses in the Village of Addyston will pay a fixed rate of 5.76 cents per kWh through the October 2017 meter read date. This offer is lower than any other fixed offer on the PUCO Apples to Apples Comparison site as of August 15, 2014 and is 9% lower than Duke's current average price to compare for residential customers. IGS Energy's price applies to the generation and transmission portion of your bill. You will continue to be charged by Duke for the distribution and delivery portion of your bill.

If you are ever unhappy with your service or rate from IGS Energy, you may cancel free of charge at any time and return to Duke Energy at a rate and terms that may or may not be the same as what other Duke Energy customers pay.

You will be automatically enrolled in the Village of Addyston Electric Aggregation Program unless you choose to "opt out" – that is, affirmatively choose to not participate. If you want to be excluded from the Village of Addyston Electric Aggregation Program, you must return the enclosed "Opt-Out" Form or contact IGS Energy at 1-800-280-4474 by **September 15, 2014**. If you do not opt-out at this time or cancel service in the future, you will be enrolled in the program until it expires with your October 2017 meter reading date. If you do opt-out, you will continue to receive Duke Energy's standard service offer rate.

Under this aggregation, Duke Energy will continue to maintain the wires that deliver power to your home or business. You will continue to contact Duke Energy regarding loss of power service or for any other concerns or issues having to do with your electric service. You will continue to receive a single monthly bill from Duke Energy for your electric service with your IGS Energy fixed rate included. Budget billing will continue to be available through Duke.

If you have any questions please call IGS Energy at 1-800-280-4474, weekdays, from 8:00 a.m. to 8:00 p.m. EST. For general information on deregulation in Ohio, you can also visit the Web Site of the Public Utilities Commission of Ohio (www.PUCO.ohio.gov).

Sincerely,
IGS Energy and The Village of Addyston Council Members

P.S. Remember to return the "Opt-Out" form only if you do not want to participate in the Village of Addyston Electric Aggregation Program.

If the home for which you have received this letter is not located within the Village of Addyston, you have received this letter in error. Please contact IGS Energy at 1-800-280-4474 to be removed from the aggregation list.

You are not eligible to participate in this program if you are currently enrolled in the Percentage of Income Payment Plan (PIPP) program.

11 digit account number as it appears on your Duke Energy electric bill.

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I wish to opt out of the Village of Addyston
Natural electric Aggregation Program.

(Check box to opt out.)

☐

Name (Please Print) _____

Address _____

City, State, Zip _____

Phone Number _____

Email Address _____

Signature (REQUIRED) _____



1 2 3 5 4 4 9 7

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Environmental Disclosure Information																						
IGS Energy																						
Projected Data for the 2014 Calendar Year																						
Generation Resource Mix - A comparison between the sources of generation used to produce this product and the historic regional average supply mix.	<div style="display: flex; justify-content: space-around;"> <div style="text-align: center;"> Supplier's Product </div> <div style="text-align: center;"> Regional </div> </div>																					
Environmental Characteristics- A description of the characteristics associated with each possible generation resource.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Biomass Power</td><td>Air Emissions and Solid Waste</td></tr> <tr><td>Coal Power</td><td>Air Emissions and Solid Waste</td></tr> <tr><td>Hydro Power</td><td>Wildlife Impacts</td></tr> <tr><td>Natural Gas Power</td><td>Air Emissions and Solid Waste</td></tr> <tr><td>Nuclear Power</td><td>Radioactive Waste</td></tr> <tr><td>Oil Power</td><td>Air Emissions and Solid Waste</td></tr> <tr><td>Other Sources</td><td>Unknown Impacts</td></tr> <tr><td>Solar Power</td><td>No Significant Impacts</td></tr> <tr><td>Unknown Purchased Resources</td><td>Unknown Impacts</td></tr> <tr><td>Wind Power</td><td>Wildlife Impacts</td></tr> </table>		Biomass Power	Air Emissions and Solid Waste	Coal Power	Air Emissions and Solid Waste	Hydro Power	Wildlife Impacts	Natural Gas Power	Air Emissions and Solid Waste	Nuclear Power	Radioactive Waste	Oil Power	Air Emissions and Solid Waste	Other Sources	Unknown Impacts	Solar Power	No Significant Impacts	Unknown Purchased Resources	Unknown Impacts	Wind Power	Wildlife Impacts
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<p style="font-size: small;">With in-depth analysis, the environmental characteristics of any form of electric generation will reveal benefits as well as costs. For further information, contact IGS Energy at www.igsenergy.com or by phone at 1-877-915-4447.</p>																						

NOTICE

Return the "Opt-Out" form only if you do not want to participate in the Village of Addyston Electric Aggregation Program.

Return by [REDACTED] to:

Electric Governmental Aggregation Program

PO Box 9060

Dublin, Ohio 43017-0960

Term Box	
Utility:	Duke Energy (Duke)
Price Plan	Fixed Rate
Program Price	Subject to the terms and conditions detailed below in the body of the Agreement: For residential customers the applicable price per KWH shall be 5.76 cents per KWH of electricity consumed. For non-mercantile commercial customers the applicable price per KWH shall be 5.76 cents per KWH of electricity consumed.
Term	Services to be rendered pursuant to this Agreement will commence upon the implementation of the Village of Addyston's community opt-out government aggregation program ("Program") and will continue through the October 2017 billing period
Cancellation Fee	None

The services provided to me by Interstate Gas Supply, Inc. ("IGS Energy") are governed by the terms and conditions stated in this document and the opt-out notification accompanying this document ("Agreement") and will serve as the terms of service for the Village of Addyston opt-out government aggregation program ("Program") which I agree to enroll in by not "opting-out" of the Program, as described in the accompanying opt-out notification letter, or exercising my right to rescission under this Agreement.

Term: The Term of the Program will be as stated in the term box located at the top of this Agreement ("Term Box"). IGS Energy will supply the commodity portion of my electricity and Duke will continue to be my Electric Delivery Company ("EDC"). Upon expiration of the opt-out period, if I do not elect to opt-out of the Program, IGS Energy will notify the EDC to transfer electric commodity services to IGS Energy. If I am currently an IGS Energy electric customer, IGS Energy reserves the right to reject or rescind my enrollment in the Program or to require me to pay the applicable cancellation fee, if any, for my existing electric service agreement to be eligible for this Agreement.

Regulatory: Competitive electric retail services ("CRES Program") are subject to ongoing Public Utilities Commission of Ohio ("PUCO") and EDC jurisdiction. I understand that if the CRES Program is terminated or materially altered, this Program may be terminated by me or IGS Energy without penalty. I understand that IGS Energy may terminate or modify this Program due to unforeseen regulatory action that will materially affect the costs of providing electric service to the Program.

Price: The price I will pay for my electric supply charges (which applies to the generation and transmission portion) under the Program is as described in the Term Box ("Program Price"). I am responsible for, and my Program Price does not include, applicable taxes and/or EDC charges, including service and delivery charges, which will be billed by the EDC.

Renewal: If my community's governmental aggregation continues, at least every three years from the establishment of this Program the government aggregator or its supplier shall provide me notice of my right to opt out of the aggregation without penalty. The process for providing me with notice of my right to opt-out shall include a provision for me to return a post card or similar notice to the governmental aggregator or the supplier. For renewals, I will have at least twenty-one days from the post mark date on the written notice to choose to opt out of the Program, and my return post card or notice that is post marked before the opt out deadline has elapsed shall count as timely sent. The notice will follow the procedures established for the initial opt-out notice set forth in this rule and shall prominently disclose to me all changes to the terms and conditions associated with the aggregation. I am entitled to opt-out of the government aggregation program at least every three years from the commencement date of the Program, without a penalty. If I am in the Program when the Program is renewed and I do not exercise my right to opt-out, I will be continued in the Program. Nothing in this Agreement guarantees that I am entitled to pricing provided by IGS Energy after the Term of this Agreement expires.

Customer Rescission Period: If I am a new customer to IGS Energy this Agreement may be rescinded by me with no cancellation fee by contacting the EDC in writing or by telephone at the number provided on the confirmation notice within 7 business days from the post-mark date of the confirmation notice sent by the EDC ("Rescission Period"). If I am an existing IGS Energy electric customer I will not receive a confirmation notice from the EDC but, in the event I decide to cancel this Agreement, I will be returned to my previous Agreement with IGS Energy without penalty under this Agreement.

Cancellation: I can cancel this Agreement without cancellation fee by providing notice of not less than 30 days to IGS Energy. Cancellation notices provided after the Rescission Period may result in an additional month(s) of service with IGS Energy at the Program Price, which I agree to pay, as the effective date of all cancellations are subject to EDC guidelines. I understand that if I switch my service to another supplier or back to the EDC an EDC switching fee may apply under the EDC's tariff and if I return to the EDC sales service I may not be served under the same rates, terms, and conditions that apply to other customers served the EDC.

Contact and Dispute Resolutions: In the event of a billing dispute or issues regarding volume or metering, I should contact the EDC at the number listed on their bill. For other questions or concerns about pricing, I can contact the IGS Energy choice department by phone weekdays from 8:00 a.m. to 8:00 p.m. ET at 877-915-4447, by fax 1-800-584-4839, in writing at P.O.

Box 9060, Dublin, OH 43017, or through their web site at www.IGSEnergy.com. Also, I can contact IGS Energy through e-mail at choice@IGSEnergy.com. If my questions or concerns or complaint are not resolved after I have called IGS Energy or my EDC, 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 toll free at 1-800-686-1570 (toll free), from 8:00 a.m. to 5:00 p.m. weekdays, or at www.puco.ohio.gov. The Ohio Consumer's Counsel ("OCC") represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from 8 a.m. to 5 p.m. weekdays, or at <http://www.pickocc.org>

Assignment: This Agreement is assignable by IGS Energy without my consent subject only to required regulatory approvals. IGS Energy will use its best efforts to give the EDC and me thirty (30) days written notice prior to any assignment.

Billing: For my convenience I will receive only one bill, which will be issued by the EDC each month and will contain IGS Energy's electric supply charge plus applicable taxes and all of the EDC's delivery and other applicable charges, including any late fees assessed by the EDC. I agree to continue to pay the EDC for the entire electric bill under the EDC's payment terms and conditions. If I fail to pay my bill within the EDC's payment terms, IGS Energy reserves the right to charge a monthly late fee of 1.5% of the amount past due, calculated from the EDC due date on my bill. I understand and agree that although I remit my payments to the EDC, ultimately if I fail to make my payment to the EDC for the electricity commodity component of my bill supplied by IGS Energy, I will owe the unpaid amount to IGS Energy in which case IGS Energy may bill me directly for unpaid balances and seek collection if necessary. Additionally, if I fail to timely pay my IGS Energy charges billed by either the EDC or IGS Energy, IGS Energy may in its sole discretion terminate this Agreement with fourteen (14) days written notice or require a security deposit in order to continue service under this Agreement.

I may request twice within a 12 month period, at no charge, up to 24 months of my payment history for services rendered by IGS Energy. Other than for operation, maintenance, assignment and transfer of my account or, where IGS Energy is performing billing services, or for collections, IGS Energy will not disclose my account number to any other third party without my affirmative written consent or electronic authorization or pursuant to a court or PUCO order and that, other than for credit checking and credit reporting, IGS Energy will not disclose my social security number without my affirmative written consent or pursuant to court order. I authorize IGS Energy to obtain my billing payment and usage history from the EDC.

Moving/Termination: I understand that this contract will automatically terminate, without penalty, if I relocate outside the EDC service territory or if I relocate within the current EDC service territory and the EDC assigns a new account number or Service Delivery Identifier ("SDI").

Environmental Disclosure: For electric customers, the approximate generation resource mix and environmental characteristics of the power supply that will be secured to provide services under this Agreement can be viewed at the IGS website - igsenergy.com. I agree that IGS will make the required quarterly updates to the disclosure statement electronically on the IGS website. IGS will also provide the environmental disclosure statement upon my request.

Eligibility / Limitation of Liability / Jurisdiction: This Agreement is for only residential and non-mercantile commercial customers (see Ohio Revised Code 4928(A)(19)) in the Duke service territory. By entering into this Agreement, I represent and agree that the account(s) served by IGS Energy under this Agreement is (are) Residential or Non-Mercantile Commercial account(s) and that I am not an existing IGS Energy customer. IGS Energy reserves the exclusive right, at any time, to not enroll, or if I have been enrolled, to terminate my service locations that do not meet the preceding criteria and return me to the EDC (or previous IGS Energy product, whichever is applicable) with no penalty to IGS Energy. **Also, I represent that I am current on my EDC bill at the time of enrollment with IGS Energy. If IGS Energy determines through the enrollment process with the EDC that I am not current on my EDC bill, IGS Energy can in its sole discretion, 1) void my enrollment without notice and without penalty to IGS Energy or 2) require a security deposit to be paid as a condition of enrollment.** Furthermore, participation in the program is subject to the rules of the EDC and customers are sometimes terminated from the residential program either in error or for being in arrears. In such instances, I can contact the EDC to correct the problem and be reinstated in the residential program. Regardless of the reason for termination, in no case will the original term be extended for months that I was unable to participate nor will IGS Energy have any liability for any early termination or for any months that I was unable to participate in the program. IGS Energy assumes no liability or responsibility for losses or consequential damages arising from items associated with the EDC including, but not limited to: operations and maintenance of their system; any interruption of service; termination of service; or deterioration of service, nor does IGS Energy assume responsibility or liability for damages arising from any in-home or building damages and in addition shall not be responsible for any indirect, consequential, special or punitive damages whether arising under contract, tort (including negligence or strict liability) or any other legal theory. The parties agree that if issues relating to this Agreement cannot be resolved through the PUCO as detailed under "Contract and Dispute Resolution" above or if suit is filed, any legal action involving this Agreement shall be brought only in a court of the State of Ohio sitting in Franklin County, Ohio or the United States District Court sitting in Franklin County, Ohio. I submit to the personal jurisdiction in such courts and irrevocably waive any objections that I have or might have in the future to such courts as the proper forum for any and all actions arising under this Agreement. The parties agree that this Agreement shall be interpreted under the laws of the State of Ohio, regardless of Ohio's choice of law provisions.