

July 7, 2017

Ms. Renee' Jenkins  
Docketing Division  
Public Utilities Commission of Ohio  
180 East Broad Street- 13<sup>th</sup> Floor  
Columbus OH 43215-3793

Dear Ms. Jenkins:

**Re: Village of Addyston; Case No. 13-0725-EL-GAG**

Please find enclosed for filing in the above-referenced docket the final opt-out notices for newly eligible residential and small commercial electric customers (who fit into the definition of non-mercantile customer under the Ohio Administrative Code) and currently participating residential and small commercial electric customers (who fit into the definition of non-mercantile customer under the Ohio Administrative Code). Pursuant to OAC § §4901:1-28-04(F): the affected community is named above; the utility service territory is Duke Energy; the competitive retail electric supplier is Interstate Gas Supply, Inc.; and the opt-out notices are currently scheduled for mailing on or about July 17, 2017. The opt-out periods are scheduled to end no later than August 7, 2017. The final text of the opt-out notices are enclosed.

If you have any questions regarding these filings please do not hesitate to contact me.

Thank you.

Very truly yours,

/s/ Matt White

Matthew White

Enclosures

cc: Paula Garrettson, PUCO Staff (w/Enclosures)  
Ronald Waterman  
Don Marshall, Eagle Energy

- - 1239704 - () -  
TEST CUSTOMER  
6100 EMERALD PARKWAY  
DUBLIN OH 43016  
|||||

July 17, 2017

Dear Village of Addyston Resident or Business Owner,

RE: ELECTRIC AGGREGATION PROGRAM

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

Under governmental aggregation, the Village negotiates an electric supply contract with an eligible provider. Both the Village and the eligible provider are required to be certified by the Public Utilities Commission of Ohio (PUCO). Village Council Members passed an ordinance to adopt the aggregation program after Village voters approved the implementation of its program on November 6, 2012.

**Under this aggregation program, the Village's default opt-out Aggregation offer is a rate of 5.27 cents per kWh through the August 2020 meter read date for eligible residents and businesses.** This rate is 8.5% lower than the previous Village of Addyston Electric Aggregation Program rate and 14.3% lower than the current average residential Duke Price-To-Compare. IGS Energy's price applies to the generation 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 1-877-353-0162 by **August 7, 2017**. 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 August 2020 meter reading date. If you do opt-out, you will continue to receive Duke Energy's standard service offer rate.

If you choose to participate, you will soon receive a letter from Duke notifying you of your transfer to your community's program with IGS Energy as your supplier. As required by law, this letter will inform you of your option to cancel your enrollment with IGS Energy within seven business days of its postmark date. **Simply ignore that letter** to ensure your participation in the program.

Under this aggregation, Duke will continue to maintain the wires system that delivers power to your home or business. You will still contact Duke 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 bill from Duke for your electric service with your IGS Energy rate included.

**If you have any questions please call IGS Energy at 1-877-353-0162, 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](http://www.PUCO.ohio.gov)).

Sincerely,  
IGS Energy and the Village of Addyston

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 1-877-353-0162 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 Electric Aggregation Program.**

Name (Please Print) \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone Number \_\_\_\_\_

Email Address \_\_\_\_\_

**Signature (REQUIRED)** \_\_\_\_\_

(Check box to opt out.)

☐

Environmental Disclosure Information			
Interstate Gas Supply, Inc.			
Projected Data for the 2017 Calendar Year			
<b>Generation Resource Mix -</b>  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;"> <b>Supplier's Product</b>  </div> <div style="text-align: center;"> <b>Regional</b>  </div> </div>		
<b>Environmental Characteristics--</b>  A description of the characteristics associated with each possible generation resource.	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	
	Wind Power	Wildlife Impacts	
<b>Air Emissions –</b>  A comparison between the air emissions related to this product and the regional average air emissions.			
<b>Radioactive Waste –</b> Radioactive waste associated with the product.	<b>Type:</b>	<b>Quantity:</b>	
	High-Level Radioactive Waste	Unknown	Lbs./1,000 kWh
	Low-Level Radioactive Waste	Unknown	Ft³/1,000 kWh
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 <a href="http://www.igsenergy.com">www.igsenergy.com</a> or by phone at 1-877-915-4447.			

NOTICE

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

Return by **August 7, 2017** to:

Electric Governmental Aggregation Program

PO Box 9060

Dublin, Ohio 43017-0960

Term Box	
<b>Utility:</b>	Duke Energy (Duke)
<b>Price Plan</b>	Fixed Rate
<b>Program Price</b>	Subject to the terms and conditions detailed below in the body of the Agreement: For residential customers the applicable price per KWH shall be 5.27 cents per KWH of electricity consumed. For non-mercantile commercial customers the applicable price per KWH shall be 5.27 cents per KWH of electricity consumed.
<b>Term</b>	Services to be rendered pursuant to this Agreement will commence upon the implementation of the Village of Addyston community opt-out government aggregation program ("Program") and will continue through the August 2020 billing period
<b>Cancellation Fee</b>	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](http://www.IGSEnergy.com). Also, I can contact IGS Energy through e-mail at [choice@IGSEnergy.com](mailto: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](http://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](http://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.

-- 1239704 - () -  
TEST CUSTOMER  
6100 EMERALD PARKWAY  
DUBLIN OH 43016  
|||||

July 17, 2017

Dear Village of Addyston Resident or Business Owner,

RE: ELECTRIC AGGREGATION PROGRAM

Thank you for your participation in the Village of Addyston Electric Aggregation Program. The Village of Addyston and IGS Energy of Dublin, Ohio are **lowering the electricity rate for participants in its Electric Aggregation Program**. You will continue to participate in the Village of Addyston Electric Aggregation Program with IGS Energy as your supplier, unless you notify IGS Energy that you no longer wish to participate.

Under governmental aggregation, the Village negotiates an electric supply contract with an eligible provider. Both the Village and the eligible provider are required to be certified by the Public Utilities Commission of Ohio (PUCO). Village Council Members passed an ordinance to adopt the aggregation program after Village voters approved the implementation of its program on November 6, 2012.

**Under this aggregation program, the Village's default opt-out Aggregation offer is a rate of 5.27 cents per kWh through the August 2020 meter read date for eligible residents and businesses.** This rate is 8.5% lower than the previous Village of Addyston Electric Aggregation Program rate and 14.3% lower than the current average residential Duke Price-To-Compare. IGS Energy's price applies to the generation 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 1-877-353-0162 by **August 7, 2017**. 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 August 2020 meter reading date. If you do opt-out, you will continue to receive Duke Energy's standard service offer rate.

If you choose to participate, you will soon receive a letter from Duke notifying you of your transfer to your community's program with IGS Energy as your supplier. As required by law, this letter will inform you of your option to cancel your enrollment with IGS Energy within seven business days of its postmark date. **Simply ignore that letter** to ensure your participation in the program.

Under this aggregation, Duke will continue to maintain the wires system that delivers power to your home or business. You will still contact Duke 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 bill from Duke for your electric service with your IGS Energy rate included.

**If you have any questions please call IGS Energy at 1-877-353-0162, 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](http://www.PUCO.ohio.gov)).

Sincerely,  
IGS Energy and the Village of Addyston

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 1-877-353-0162 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 Electric Aggregation Program.**

Name (Please Print) \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone Number \_\_\_\_\_

Email Address \_\_\_\_\_

**Signature (REQUIRED)** \_\_\_\_\_

(Check box to opt out.)

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Environmental Disclosure Information			
Interstate Gas Supply, Inc.			
Projected Data for the 2017 Calendar Year			
<b>Generation Resource Mix -</b>  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;"> <b>Supplier's Product</b>  </div> <div style="text-align: center;"> <b>Regional</b>  </div> </div>		
<b>Environmental Characteristics--</b>  A description of the characteristics associated with each possible generation resource.	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	
	Wind Power	Wildlife Impacts	
<b>Air Emissions –</b>  A comparison between the air emissions related to this product and the regional average air emissions.			
<b>Radioactive Waste –</b> Radioactive waste associated with the product.	<b>Type:</b>	<b>Quantity:</b>	
	High-Level Radioactive Waste	Unknown	Lbs./1,000 kWh
	Low-Level Radioactive Waste	Unknown	Ft³/1,000 kWh
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 <a href="http://www.igsenergy.com">www.igsenergy.com</a> or by phone at 1-877-915-4447.			

NOTICE

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

Return by **August 7, 2017** to:

Electric Governmental Aggregation Program

PO Box 9060

Dublin, Ohio 43017-0960

Term Box	
<b>Utility:</b>	Duke Energy (Duke)
<b>Price Plan</b>	Fixed Rate
<b>Program Price</b>	Subject to the terms and conditions detailed below in the body of the Agreement: For residential customers the applicable price per KWH shall be 5.27 cents per KWH of electricity consumed. For non-mercantile commercial customers the applicable price per KWH shall be 5.27 cents per KWH of electricity consumed.
<b>Term</b>	Services to be rendered pursuant to this Agreement will commence upon the implementation of the Village of Addyston community opt-out government aggregation program ("Program") and will continue through the August 2020 billing period
<b>Cancellation Fee</b>	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.

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**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](http://www.IGSEnergy.com). Also, I can contact IGS Energy through e-mail at [choice@IGSEnergy.com](mailto: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](http://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](http://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.

**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

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**in**

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Summary: Opt-Out Notice electronically filed by Helen Sweeney on behalf of IGS Energy