



DIS Case Number: 12-0177-GA-GAG

Section A: Application Information

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

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

Legal Name: City of Springdale (Hamilton County) Country: United States
Phone: 5133465700 Extension (if applicable): Street: 11700 Springfield Pike
Website (if any): City: Springdale Province/State: OH
Postal Code: 45246

A-2. Contact person for regulatory matters

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

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

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

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

Phone: 618-203-8328 Extension (if applicable): Country: United States
Fax: 618-205-5069 Extension (if applicable): Street: 10749 E Garden Rd



B-1. Authorizing ordinance

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

File(s) attached.

B-2. Operation and governance plans

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

Files(s) attached.

B-3. Opt-out disclosure notice

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

File(s) uploaded

B-4. Experience and Plans

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

Application Experience and Plan Description: The Applicant uses the consulting services of Supernova Partners, LLC, Affordable Gas & Electric Company, LLC (Cert #13-709E and Cert #13-



**Public Utilities
Commission**

320G) for the purposes of managing its governmental aggregation program, including the facilitation of contract execution with CRES/CRNG suppliers, responding to customer inquiries and complaints, and complying with all applicable provisions of Commission rules adopted pursuant to Section 4929.22 and/or 4928.20 of the Ohio Revised Code.

Application Attachments

1 - 1 - 12345 - () -
TEST CUSTOMER
6100 EMERALD PKWY
DUBLIN OH 43016

September 12, 2014

Dear City of Springdale Resident or Small Business:

Once again, the City of Springdale is providing you the opportunity to participate in an *opt-out natural gas aggregation program*. After receiving proposals from several eligible retail natural gas suppliers, Interstate Gas Supply (IGS Energy) of Dublin, Ohio, has again been chosen to serve as the natural gas provider for the **Springdale Natural Gas Aggregation Program**.

Under governmental aggregation, the City negotiates a natural gas supply contract with an eligible provider. Both the City and the natural gas provider are required to be certified by the Public Utilities Commission of Ohio (PUCO). The Springdale City Council passed an ordinance to adopt the aggregation program after Springdale voters approved the implementation of its program on November 8, 2011.

The Springdale Natural Gas Aggregation Program is scheduled to begin in November 2014 on each resident's meter read date and will continue through your October 2016 meter read date. However, due to a number of PUCO required steps and associated timelines, and dependent on your particular meter read date, if you are brand new to the natural gas aggregation program your Duke Energy bill may not reflect the IGS Energy fixed rate until the month of December. Your Duke Energy bill displays what day of the month your individual meter is read. For the program to remain in compliance with the PUCO, the earliest the IGS Energy fixed rate can begin on your bill if you are new to the program is if your November meter read date is approximately November 15, 2014. If your meter is read *after* November 15, you should experience the IGS rate during November. If your meter is read *before* November 15, more than likely you will not benefit from the lower rate until the month of December. *If you are currently in the program, your rate will transition for your November meter read seamlessly.*

Eligible residents and businesses in the Springdale Natural Gas Aggregation Program will pay an IGS Energy fixed rate of 50.1 cents per CCF through the October 2016 meter read date. After Hamilton County Sales Tax of 6.75%, this rate equates to 53.5 cents per CCF. This IGS Energy rate is 10% lower than Duke's current Gas Cost Recovery (GCR) rate for September 2014.

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 City of Springdale Natural Gas Aggregation Program unless you choose to “opt-out” – that is, you affirmatively choose to not participate. If you want to be excluded from the City of Springdale Natural Gas Aggregation Program, you must return the enclosed “Opt-out” Form or contact IGS Energy at 1-800-280-4474 by **October 3, 2014**. If you do not cancel or opt-out, you will be enrolled in the program until it expires at the end of your term. If you do opt-out, you will receive your service from Duke Energy or any other alternative supplier of your choice.

Although you are participating under the Springdale Natural Gas Aggregation Program, Duke Energy will continue to maintain the pipeline system that delivers natural gas to your home or business. You will still contact Duke regarding loss of gas service, odor of gas, or for any other concerns or issues with your local service. You will continue to receive a single monthly bill from Duke Energy for your natural gas service with your IGS Energy fixed rate included. Budget billing will also continue to be available through Duke Energy.

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, you can also visit the Public Utilities Commission of Ohio website at www.PUCO.ohio.gov.

Sincerely,

The City of Springdale
IGS Energy

P.S. Remember to return the “Opt-out” form only if you do **not** want to participate in the City of Springdale Natural Gas Aggregation Program.

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

Please note: 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 gas bill.

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I wish to opt out of the City of Springdale Natural Gas Aggregation Program.

(Check box to opt out.)

--

Name (Please Print)_____

Address_____

City, State, Zip_____

Phone Number_____

Email Address_____

Signature (REQUIRED)_____



Term: The community’s opt-out government aggregation program (the “Program”) and my service with Interstate Gas Supply, Inc. (elsewhere referred to as “IGS Energy” and the consumer will be referred in the first person, “my”, “me” or “I”) as my supplier on the Program will begin within one to two billing cycles after my enrollment or rate change is confirmed with the utility company and shall continue through my **October 2016** utility billing cycle, unless notified otherwise. IGS Energy will supply the commodity portion of my natural gas and Duke Energy will be my Natural Gas Distribution Company (“NGDC”). I can contact the IGS Energy choice department by phone at 1-800-280-4474, by fax at 1-800-584-4839, in writing at P.O.Box 9060, Dublin, OH 43017, or through their web site at <http://www.igsenergy.com>.

Regulatory: The NGDC’s choice program and the government aggregation for my community are subject to ongoing Public Utilities Commission of Ohio (PUCO) jurisdiction, and I understand that if the choice program or this Program is terminated, this Agreement may be terminated, without penalty to either party.

Price: My price will be \$0.501 per CCF through my October 2016 billing cycle. I am responsible for applicable taxes and all charges assessed by the NGDC for gas transportation and all other applicable charges and adjustments by NGDC for delivery of gas. The fixed price of \$0.501 per CCF currently equates to a total price of \$0.535 per CCF net of sales tax, based on the 2014 Hamilton County sales tax rate of 6.75%.

Renewal: If my community’s governmental aggregation continues, at least every two 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 customers 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 two years from the commencement sent 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.

Rescission Period: I will have 21 days from the post mark date of my opt-out notice to exercise my right to opt-out of my community’s Program. If I do not opt-out of the Program, IGS Energy will submit my enrollment to the NGDC and I if I am new to the Program or a new customer to IGS Energy will have 7 business days from the post-mark date of the confirmation notice sent by the NGDC to rescind my enrollment. I can rescind my enrollment by contacting the NGDC in writing or by telephone at the number provided on the confirmation notice within that 7 day period. Otherwise, I can cancel this agreement as detailed below.

Cancellation: Either party can cancel this Agreement within the first 30 days of enrollment with IGS Energy by providing the other with notice of cancellation, with no cancellation fee. At any other time either party can cancel this agreement with notice to the other, without a cancellation fee. Cancellation notices provided after the NGDC deadline may result in additional month(s) of service beyond the cancellation notice date, as the effective date of all cancellations are subject to NGDC guidelines and I agree to continue to pay for my service with IGS Energy for all periods billed with IGS Energy. I understand that if I switch my service to another supplier or back to the NGDC an NGDC switching fee may apply under the NGDC’s tariff and the NGDC may charge a price other than the NGDC commodity rate.

Contact and Dispute Resolutions: In the event of a billing dispute or issues regarding volume or metering, I should contact the NGDC 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 5:00 p.m. EST at 1-800-280-4474, 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 are not resolved after I have called IGS Energy, or for general utility information, residential and business customers may call the Public Utilities Commission of Ohio (PUCO) toll free at 1-800-686-7826 or for TDD/TTY toll free at 1-800-686-1570, from 8:00 a.m. to 5:30 p.m. weekdays, or visit the PUCO website at www.puco.ohio.gov. The Ohio Consumers Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted toll free at 1-877-742-5622 from 8:00 a.m. to 5:00 p.m. weekdays or visit www.pickocc.org.

Billing: For my convenience I will receive only one bill, which will be issued by the NGDC each month and will contain IGS Energy’s gas price plus applicable taxes and all of the NGDC’s transportation and other applicable charges, including any late fees assessed by the NGDC. I agree to continue to pay the NGDC for the entire gas bill under the NGDC’s payment terms and conditions. If I pay under the budget bill payment plan, I understand that this service is available and will remain available. IGS Energy reserves the right to issue an invoice to me directly, such invoice would contain IGS Energy’s gas price and may also contain applicable taxes and all of the NGDC’s transportation and other applicable charges. If IGS Energy invoices me directly and I fail to pay within the terms specified on the invoice(s) a late fee of 1.5% per month on all past-due amounts will apply. If IGS Energy bills me directly for services provided, IGS Energy may terminate this Agreement with fourteen (14) days written notice should I fail to pay the bill or meet any agreed-upon payment arrangements. If I fail to pay my invoices timely which include IGS Energy charges, the NGDC may disconnect my service, according to tariff guidelines. I may request, 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 commercial 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 Commission order and that, other than for credit checking and credit reporting, if IGS Energy is performing billing services, 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 NGDC.

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

Moving/Termination: I understand that this contract will automatically terminate, without penalty, if I relocate outside my community aggregation Program boundaries, or if the requested service location is not served by the NGDC. Also, I understand that I have the right to terminate this Agreement, without penalty, if I relocate inside the NGDC service territory and the NGDC does not have contract portability and if IGS Energy agrees to allow me to continue. In such instances, I would have to enroll with IGS Energy under a new agreement, as this Agreement is only valid for opt-out government aggregation. I understand that I am not entitled to the pricing or service from IGS Energy hereunder at my new location until such time as the NGDC accepts my enrollment with IGS Energy at my new location and/or transfers my contract to my new location and that the pricing hereunder will not be extended for additional months that I was not with IGS Energy, unless agreed to in writing by IGS Energy. Except as provided in this Agreement, If IGS Energy returns me to the NGDC’s sales service, this Agreement will terminate without penalty to me.

Eligibility / Limitation of Liability / Jurisdiction: This Agreement is for residential and small commercial customers that use 5,000 CCF a year and are otherwise eligible for opt-out government aggregation programs. IGS Energy and my community shall use its best efforts to ensure that only eligible customer accounts within its governmental boundaries and customers who have not opted out are included in its aggregation. If ineligible accounts, accounts from outside of the governmental aggregator’s governmental boundaries, or accounts for customers who opted out of the aggregation are switched to the governmental aggregation, as soon as IGS Energy is aware of such event the governmental aggregator (or IGS Energy) will promptly contact the natural gas company to have the customer switched back to the customer’s former supplier, and will pay any switching fee imposed by the NGDC for such switch. Participation in the program is subject to the rules of the NGDC and the rules established in Ohio Administrative Code 4901:1-28. Customers are sometimes terminated or not enrolled in the program due to NGDC issues. In such instances, I can contact the NGDC to correct the problem and be reinstated or enrolled in the 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 NGDC 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 the customer is unable to resolve its issues 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 Hamilton County, Ohio or the United States District Court sitting in Hamilton 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.

NOTICE

Return the “Opt-Out” form only if you do not want to participate in the City of Springdale Natural Gas Aggregation Program.

Return by October 3, 2014 to:

Natural Gas Governmental Aggregation Program

PO Box 9060

Dublin, Ohio 43017-0960

ORDINANCE NO. 24-2011

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

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

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

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

WHEREAS, this Council seeks to establish a governmental aggregation program with opt-out provisions pursuant to Section 4929.26 of the Ohio Revised Code (the "Aggregation Program"), for the residents, businesses and other natural gas consumers in the City of Springdale, Ohio, individually or in conjunction jointly with any other municipal corporation, township, county or other political subdivision of the State of Ohio, as permitted by law; and

WHEREAS, This Council desires to proceed with the submission of the question to the electors of the City of Springdale.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Springdale, Ohio,

7 members elected thereto concurring:

Section 1. That this Council finds and determines that it is in the best interest of the City of Springdale, its residents, businesses and other natural gas consumers located within the corporate limits of the City of Springdale to establish the Aggregation Program in Springdale. Provided that this Ordinance and the Aggregation Program is approved by the electors of Springdale pursuant to Section 2 of this Ordinance, the City of Springdale is hereby authorized to aggregate automatically in accordance with Section 4929.26, Ohio Revised Code, and subject to the opt-out requirements of Division (D) of Section 4929.26, competitive retail natural gas service for the retail natural gas loads located within the City of Springdale, and, for that purpose, to enter into service agreements to facilitate for those loads the sale and purchase of service for the natural gas loads. The City of Springdale may exercise such authority individually or jointly with any other municipal corporation, township or county or other political subdivision of the State of Ohio to the full extent permitted by law. The aggregation will occur automatically for each person owning, occupying, controlling, or using a natural gas load center proposed to be aggregated and will provide for the opt-out rights described in Section 3 of this Ordinance.

Section 2. That the Board of Elections of Hamilton County is hereby directed to submit the following question to the electors of City of Springdale at the general election on November 8, 2011.

Shall the City of Springdale have the authority to aggregate the retail natural gas loads located in the City of Springdale, and for that purpose enter into service agreements to facilitate for those loads the purchase and sale of natural gas, such aggregation to occur automatically except where a person affirmatively

elects not to participate in the aggregation program, all in accordance with Section 4929.26 of the Ohio Revised Code.

YES _____

NO _____

Section 3. That upon the approval of a majority of the electors voting at the general election provided for in Section 2 of this Ordinance, this Council individually or jointly with any other political subdivision, shall develop a plan of operation and governance for the Aggregation Program. Before adopting such plan, this Council shall hold at least two public hearings on the plan. Before the first hearing, notice of the hearings shall be published once a week for two consecutive weeks in a newspaper of general circulation in the City. The notice shall summarize the plan and state the date, time, and location of each hearing. No plan adopted by this Council shall aggregate any natural gas load located within the City unless it in advance clearly discloses to the person owning, occupying, controlling, or using the natural gas load that the person will be enrolled automatically in the Aggregation Program and will remain so enrolled unless the person affirmatively elects by a stated procedure not to be so enrolled. The disclosure shall state prominently the rates, charges, and other terms and conditions of enrollment. The stated procedure shall allow any person enrolled in the Aggregation Program the opportunity to opt out of the program every two years, without paying a switching fee. Any such person that opts out of the Aggregation Program pursuant to the stated procedure shall default to the natural gas company providing distribution service for the person's retail gas load, until the person chooses an alternative supplier.

Section 4. That upon passage of this Ordinance, the Clerk of Council/Finance Director is instructed immediately to file a certified copy of this Ordinance and the proposed form of the ballot question with the County Board of Elections not less than ninety (90) days prior to November 8, 2011. The Aggregation Program shall not take effect unless approved by a majority of the electors voting upon this Ordinance and the Aggregation Program provided for herein at the election held pursuant to this Section 2 and Section 4929.26 of the Ohio Revised Code.

Section 5. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and general welfare and shall be effective immediately upon its passage. The reason for said declaration of emergency is the need to ensure that the matter may be placed on the November 8, 2011, ballot.

Passed this 1 day of June, 2011.

Margaret Haslow
President of Council

Attest:

Kathy McLean
Clerk of Council/Finance Director

Approved:

Joseph H. Webster
Mayor
June 1, 2011
Date

CERTIFICATE

The undersigned, Clerk of Council/Finance Director of the City of Springdale, Ohio, hereby certifies this to be a true and exact copy of Ordinance No. _____-2011, adopted by the Council of the City of Springdale on the 1 day of June, 2011.

CERTIFICATE Kathy McLean

The undersigned, Clerk of Council/Finance Director of the City of Springdale, hereby certifies the foregoing Ordinance to be a true and correct copy of Ordinance No. 24-2011, adopted on the 1 day of June, 2011.
Kathy McLean
Clerk of Council

CERTIFICATE OF RESULT OF ELECTION ON QUESTION OR ISSUE

Revised Code, Section 3501.11

State of Ohio }
County of Hamilton

The Board of Elections of Hamilton County hereby

certifies that at the election held in the City Of Springdale
(Name of Subdivision)

on the 8th day of November, 2011, the vote cast on the following issue was
as follows:

Issue

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

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

2,110
(Number)

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

945
(Number)

Total vote cast on issue:

3,055
(Number)

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

Ohio, this 28th day November, 2011

[Signature] Chair
Thomas M. Burns
Charles H. Frechman
Carl Fox

Attest: *Sally J. Kinn* Director

BOARD OF ELECTIONS

Hamilton 4 County, Ohio

PLAN OF OPERATION AND GOVERNANCE
OF
CITY OF SPRINGDALE, 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 City of Springdale (Springdale) obtained voter approval to offer an electric aggregation program pursuant to §4928.20, Ohio Revised Code (ORC) on November 8, 2011. As a result of the voter's affirmative vote, Springdale shall offer an "opt-out" natural gas aggregation program to all eligible customers¹; i.e., all residential customers and commercial, industrial and other public authority customers within Springdale. The plan will be available to approximately 1500 customers and those customers shall automatically be enrolled in the program as further explained herein. A Program Agreement has been executed with IGS Energy (IGS) a Competitive Retail Natural Gas Service Supplier (CRNGS) for the purpose of implementing an aggregation program.

The aggregation program has been developed in accordance with §4929.26, ORC, in the following manner:

1. §4928.20(A) specifies the requirement of a municipal authority to adopt an ordinance. Exhibit B-1 is a copy of Ordinance No. 24-2011 adopted by the elected officials of Springdale specifying that aggregation shall occur automatically.
2. §4928.20(B) requires that the Ordinance be submitted to the electorate. Also included in Exhibit B-1 is the certification by the Hamilton County Board of Elections that Ordinance No. 22-2012 was passed on November 8, 2011 by a majority affirmative vote.
3. §4928.20(C) requires two public hearings on this Plan of Operation and Governance (Plan) to be conducted. Those hearings were held on December 21, 2011 and January 4, 2012 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 B-3 and was timely provided to the Commission Staff.

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

1. Services to be Provided. Springdale intends has entered into a contract with a CRNGS to provide alternative natural gas services. The CRNGS contract includes all terms and conditions that make it clear that the CRNGS has ultimate responsibility to deliver firm transportation service to the distribution system of the Local Distribution Company (LDC), Duke Energy-Ohio (Duke). Duke, in

¹ As further defined herein. Certain customers may not be eligible to participate. In addition, Springdale 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, Springdale will not conduct a mailing at any time unless the majority of residential customers are included in said mailing.

turn, shall utilize its distribution system, as it currently uses, and deliver the natural gas to the customer's end-use facilities. Springdale does not intend to re-sell any natural gas 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, GS-S or GS-L of the Duke natural gas tariff, P.U.C.O. No. 18. Springdale has retained Eagle Energy to assist in the identification of potential benefits for customers. Benefits may include savings against the prevailing Duke gas cost recovery rate (GCRR) with the contract rate of CRNGS. The rate comparison will be contained in the notice received by the customer.
3. Opt-out Disclosure Notice. Springdale requested Duke for a customer list that identifies potential customers within its geographic boundary. The customer list shall be provided to the CRNGS 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. A similar enrollment program shall be offered at intervals not to exceed two (2) years.
4. 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 CRNGS;
 - (c) Customers who may have a special contract with Duke;
 - (d) Customers outside the geographical boundary of Springdale;
 - (e) Customers who have elected to be on the "do not aggregate" list provided by §4928.21(C);
 - (f) Customers with an unsatisfactory credit rating; and,
 - (g) Customers enrolled in the Percentage of Income Payment Plan (PIPP).

Customers in categories (b) through (g) 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 CRNGS shall have responsibility to monitor the enrollment of customers. Customers who elect to opt-out of the program shall be excluded and if a customer were accidentally enrolled shall also be returned to Duke without charge.

5. Eligible Customers. The aggregation program shall include residential and non-mercantile customers, except those identified in Section 4 above, served under the provision's of Duke's natural gas tariff P.U.C.O. No. 18 as follows²:

Rate RS, Sheet No. 30.16;
Rate GS-S, Sheet No. 32.2; and,
Rate GS-L, Sheet No. 35.2.

6. Billing Procedures. The contract with the CRNGS shall include billing procedures but the goal of Springdale is to have the customer receive a single bill from Duke. The bill shall include all charges including the rates of CRNGS. 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 CRNGS.
7. Credit and Deposit Procedures. Collection and credit procedures shall be those authorized by the Commission and remain the responsibility of Duke, CRNGS and the involved customer. Springdale shall not be involved in any credit or collection matter.
8. 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 Springdale 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)
City of Springdale	(513) 941-5127
Eagle Energy	(513) 251-7283
Ohio Consumers' Counsel	(877) 742-5622
IGS Energy	(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.

² See footnote 2 also.

9. New Customer Policy. During the Plan's term, customers who have either left the Plan or who moved into the governmental boundaries of Springdale, may contact Springdale, Eagle Energy or CRNGS at any time to obtain enrollment³ information. CRNGS shall have sole discretion to permit new customers to enroll into the Plan at no charge.
10. Customers Who Move. Enrolled customers who move from one location to another within the geographical boundaries of Springdale shall be permitted to maintain their enrollment status at their new location.
11. Customers Who Opt-out. Customers who provided the required opt-out notice shall remain a customer of the LDC, Duke, or their selected CRNGS. Customers may request the Plan's provider, CRNGS, to permit enrollment and in that instance CRNGS shall have sole discretion as to allow the enrollment at no charge. Customers being served by an existing CRNGS shall be cautioned about any cancellation charges associated with their current enrollment status. A new enrollment period shall be offered, at a minimum, every two (2) years without any charge to the customer. The CRNGS may periodically conduct re-fresh opt-out opportunities for eligible customers upon concurrence of the City and appropriate notification to the Commission Staff.
12. Other Matters. A copy of this Plan shall be available at the Springdale offices, 11700 Springfield Pike, for public inspection and shall be made available to any customer upon request. Springdale shall be precluded from altering this Plan in any way that materially affects enrolled customers. If a change to the Plan is made, affected customers shall be provided notice of the change and shall be given an opportunity to opt-out of the aggregation.

³ Enrollment must be authorized by Duke.

Competitive Retail Natural Gas Service Affidavit

County of St Louis :

State of Missouri :

Ross Callioth, Affiant, being duly sworn/affirmed, hereby states that:

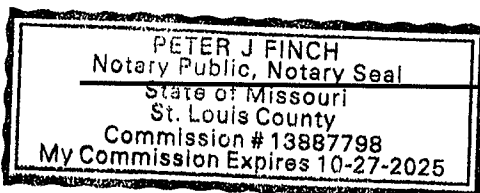
1. The information provided within the certification or certification renewal application and supporting information is complete, true, and accurate to the best knowledge of affiant, and that it will amend its application while it is pending if any substantial changes occur regarding the information provided.
2. The applicant will timely file an annual report of its intrastate gross receipts and sales of hundred cubic feet of natural gas pursuant to Sections 4905.10(A), 4911.18(A), and 4929.23(B), Ohio Revised Code.
3. The applicant will timely pay any assessment made pursuant to Sections 4905.10 and 4911.18(A), Ohio Revised Code.
4. Applicant will comply with all applicable rules and orders adopted by the Public Utilities Commission of Ohio pursuant to Title 49, Ohio Revised Code.
5. Applicant will cooperate 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. Applicant will comply with Section 4929.21, Ohio Revised Code, regarding consent to the jurisdiction of the Ohio courts and the service of process.
7. Applicant will comply with all state and/or federal rules and regulations concerning consumer protection, the environment, and advertising/promotions.
8. Applicant will inform the Public Utilities Commission of Ohio of any material change to the information supplied in the application within 30 days of such material change, including any change in contact person for regulatory purposes or contact person for Staff use in investigating consumer complaints.
9. The facts set forth above are true and accurate to the best of his/her knowledge, information, and belief and that he/she expects said applicant to be able to prove the same at any hearing hereof.
10. Affiant further sayeth naught.

Ross Callioth Ops VP
Signature of Affiant & Title

Sworn and subscribed before me this 5 day of JAN., 2022
Month Year

Peter J. Finch
Signature of official administering oath

PETER J. FINCH, NOTARY PUBLIC
Print Name and Title



My commission expires on 10/27/2025

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

1/5/2022 11:15:52 AM

in

Case No(s). 12-0177-GA-GAG

Summary: In the Matter of the Application of City of Springdale (Hamilton County)