



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

## CERTIFICATION APPLICATION OHIO NATURAL GAS GOVERNMENTAL AGGREGATORS

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

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

### SECTION A - APPLICANT INFORMATION

#### A-1 Applicant information:

Legal Name Village of North Bend, Ohio  
 Address 21 Taylor Ave. , P.O. Box 537, North Bend, OH, 45052-0537  
 Telephone No. 513-941-0610 Web site address <http://www.northbendohio.org>  
 Current PUCO Certificate Number Effective Dates

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

Name William Fleissner Title Business Manager I  
 Business Address 139 East Fourth Street, EX320, Cincinnati, OH 45202  
 Telephone No. 513-287-2127 Fax No. 513-629-5637 Email Address [william.fleissner@duke-energy.com](mailto:william.fleissner@duke-energy.com)

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

Name William Fleissner Title Business Manager I  
 Business address 139 East Fourth Street, EX320, Cincinnati, OH 45202  
 Telephone No. 513-287-2127 Fax No. 513-629-5637 Email Address [william.fleissner@duke-energy.com](mailto:william.fleissner@duke-energy.com)

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

Customer service address 139 East Fourth Street, EX320, Cincinnati, OH 45202  
 Toll-Free Telephone No. 877-331-3045 Fax No. Email Address

**SECTION B - APPLICANT AUTHORITY AND AGGREGATION PROGRAM INFORMATION**

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED

- B-1 **Exhibit B-1 "Authorizing Ordinance,"** provide a copy of the adopted ordinance or resolution that reflects voter authorization to form a governmental aggregation program pursuant to Sections 4929.26 and 4929.27 of the Ohio Revised Code.
- B-2 **Exhibit B-2 "Operation and Governance Plan,"** provide a copy of the applicant's plan for operation and governance of its aggregation program adopted pursuant to Sections 4929.26(C) or 4929.27(B) of the Revised Code. The Operation and Governance Plan should include all information pursuant to Rule 4901:1-28-03 of the Ohio Administrative Code.
- B-3 **Exhibit B-3 "Automatic Aggregation Disclosure Notification,"** if the aggregation program provides for automatic aggregation in accordance with Section 4929.26(A) of the Revised Code, provide a copy of the disclosure notification required by Section 4929.26(D) of the Revised Code,
- B-4 **Exhibit B-4 "Opt-Out Notice,"** provide a draft copy of the applicant's opt out notice that comports with the Opt-Out disclosure requirements pursuant to Rule 4901:1-28-04 of the Ohio Administrative Code. *(Ten days prior to public dissemination, the applicant shall docket with the Commission, the finalized Opt-Out notice that provides or offers natural gas aggregation service.)*
- B-5 **Exhibit B-5 "Experience,"** provide a detailed description of the applicant's experience and plan for: providing aggregation services *(including contracting with consultants, broker/aggregators, retail natural gas suppliers)*; providing billing statements; responding to customer inquiries and complaints; and complying with all applicable provisions of Commission rules adopted pursuant to Section 4929.22 of the Ohio Revised Code and contained in Chapter 4901:1-29 of the Ohio Administrative Code.

Applicant Signature and Title

*James Mayor*

Sworn and subscribed before me this 9 day of May Month 2014 Year

*Andrew Stevenson*  
Signature of official administering oath

*Andrew Stevenson / Notary*  
Print Name and Title

My commission expires on

3-19-2017



Andrew Stevenson  
Notary Public, State of Ohio  
My Commission Expires 03-19-2017



# The Public Utilities Commission of Ohio

Ohio Natural Gas Governmental Aggregation  
Affidavit Form  
(Version 1.07)

In the Matter of the Application of )  
 )  
for a Certificate or Renewal Certificate to Provide )  
Natural Gas Governmental Aggregation Service in )  
Ohio. )

Case No. -GA-GAG  
14-0885-GA-GAG

County of Hamilton  
State of OH

Doug Sammons

[Affiant], being duly sworn/affirmed, hereby states that:

- (1) The information provided within the certification or certification renewal application and supporting information is complete, true, and accurate to the best knowledge of affiant.
- (2) The applicant will timely file an annual report of its intrastate gross receipts and sales of hundred cubic feet of natural gas pursuant to Sections 4905.10(A), 4911.18(A), and 4929.23(B), Ohio Revised Code.
- (3) The applicant will timely pay any assessment made pursuant to Section 4905.10 or Section 4911.18(A), Ohio Revised Code.
- (4) Applicant will comply with all applicable rules and orders adopted by the Public Utilities Commission of Ohio pursuant to Title 49, Ohio Revised Code.
- (5) Applicant will cooperate with the Public Utilities Commission of Ohio and its staff in the investigation of any consumer complaint regarding any service offered or provided by the applicant.
- (6) Applicant will comply with Section 4929.21, Ohio Revised Code, regarding consent to the jurisdiction of the Ohio courts and the service of process.
- (7) Applicant will inform the Public Utilities Commission of Ohio of any material change to the information supplied in the certification or certification renewal application within 30 days of such material change, including any change in contact person for regulatory or emergency purposes or contact person for Staff use in investigating customer complaints.
- (8) Affiant further sayeth naught.

Affiant Signature & Title

Doug Sammons Mayor

Sworn and subscribed before me this 9 day of May Month 2014 Year

Andrew Stevenson  
Signature of Official Administering Oath

Andrew Stevenson (Notary)  
Print Name and Title

My commission expires on 3-19-2017



Andrew Stevenson  
Notary Public, State of Ohio  
My Commission Expires 03-19-2017

(Ohio Natural Gas Governmental Aggregator) Page 3 of 3

**Village of North Bend, Ohio**  
**Natural Gas Governmental Aggregation Certification**  
**Exhibit B-1**  
**Authorization Ordinance**

**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 Village Of North Bend  
(Name of Subdivision)

on the 5th day of November, 2013, the vote cast on the following issue was as follows:

**Issue:**

Shall the Village of North Bend have the authority to aggregate the retail natural gas loads located in the Village of North Bend, 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)

262  
(Number)

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

62  
(Number)

Total votes cast on ballot:

324  
(Number)

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

Ohio, this 21st day of November, 2013

Thomas M. Burns  
Charles H. Schmitt Chair  
Call for  
Alan [Signature]

Attest Amy L. Sarcy  
Director

**BOARD OF ELECTIONS**

Hamilton County, Ohio

**Cumulative Report — Official**  
**HAMILTON COUNTY, OHIO — GENERAL ELECTION OFFICIAL — November 05, 2013**

Page 57 of 60

11/21/2013 10:38 AM  
 Precincts Reporting 545 of 545 = 100.00%

Total Number of Voters : 165,349 of 651,622 = 29.98%



Party	Candidate	Early	Election	Total
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YES  
NO

**12 PROPOSED NATURAL GAS AGGREGATION VILLAGE OF NORTH BEND, Vote For 1**

34	79.07%	228	81.14%	262	80.86%
9	20.93%	53	18.86%	62	19.14%
<b>Cast Votes:</b>					
43	87.16%	281	89.49%	324	89.26%
0	0.00%	0	0.00%	0	0.00%
<b>Over Votes:</b>					
6	12.24%	33	10.51%	39	10.74%
<b>Under Votes:</b>					

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
1	1	100.00%	363	747	48.59%

**13 PROPOSED TAX LEVY (ADDITIONAL) VILLAGE OF NORTH BEND, Vote For 1**

FOR THE TAX LEVY  
 AGAINST THE TAX LEVY

29	83.04%	177	58.03%	206	58.89%
17	38.98%	128	41.97%	145	41.31%
<b>Cast Votes:</b>					
46	83.88%	305	87.13%	351	96.89%
1	2.04%	0	0.00%	1	0.28%
<b>Over Votes:</b>					
2	4.06%	9	2.87%	11	3.07%
<b>Under Votes:</b>					

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
1	1	100.00%	383	747	48.59%

**14 PROPOSED TAX LEVY (ADDITIONAL) VILLAGE OF TERRACE PARK, Vote For 1**

FOR THE TAX LEVY  
 AGAINST THE TAX LEVY

20	88.97%	317	82.85%	337	82.80%
9	31.03%	148	37.39%	168	37.01%
<b>Cast Votes:</b>					
29	100.00%	306	88.53%	335	98.89%
0	0.00%	0	0.00%	0	0.00%
<b>Over Votes:</b>					
0	0.00%	6	1.17%	6	1.11%
<b>Under Votes:</b>					

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
2	2	100.00%	541	1,743	31.04%

**Village of North Bend, Ohio**  
**Natural Gas Governmental Aggregation Certification**  
**Exhibit B-2**  
**Operation and Governance Plan**

**PLAN OF OPERATION AND GOVERNANCE**  
**Natural Gas Governmental Aggregation**

**Introduction.** On November 5, 2013, a majority of the voters in the North Bend, Ohio, in the County of Hamilton, approved a referendum that authorized North Bend (the "Village") to pursue Governmental Aggregation. After the Village held two public hearings on the matter, the Village approved this Plan of Operation and Governance, as prescribed by Section 4929.26 of the Ohio Revised Code. The Village has developed this Plan of Operation and Governance ("Plan of Operation") in accordance with the governmental aggregation provisions in Rule 4901:1-28-03 of the Ohio Administrative Code. Once certified as a Governmental Aggregator, the Village will be authorized to combine multiple retail natural gas customer loads within its geographic boundaries (the "Aggregation") for the purpose of facilitating the purchase of natural gas supply through Ohio's competitive retail natural gas market.

**Governmental Aggregation Services.** The Village, as a Governmental Aggregator, will serve as purchasing agent for the Aggregation. As purchasing agent, the Governmental Aggregator shall (i) select a certified, Competitive Retail Natural Gas Service Provider ("Provider") to supply the Aggregation, (ii) negotiate the terms of supply between the Provider and each Aggregation participant, and (iii) oversee the enrollment procedures administered by the Provider.

**The Contract.** The supply contract negotiated by the Governmental Aggregator for the Aggregation (the "Contract") shall be for firm, full-requirements supply. Each Aggregation participant will be individually bound to the Provider by the terms of the Contract, and will be solely responsible for payment and performance. The natural gas supply charges for Aggregation are included in the Contract that will be negotiated by the Governmental Aggregator. The natural gas supply charges will take the form of either a fixed price or a variable price. All natural gas supply charges will be fully and prominently disclosed in consumer enrollment materials (such as the Opt-out Notice), available on the Provider's website, and available by calling the Provider's toll-free customer service telephone number.

**Eligibility, Opt-out Disclosures, and Pooling Accounts.** Ohio law, in Rule 4901:1-29-13 of the Ohio Administrative Code or any successor thereto, requires Duke Energy Ohio, the local natural gas distribution utility (the "Utility"), to provide the Governmental Aggregator with an account list of eligible customers, including the names, service and mailing addresses, load profile reference category, meter read date or schedule, and historical consumption data for all eligible customers residing within the Governmental Aggregator's boundaries. The following customers are not eligible: customers already under contract with a certified, Competitive Retail Natural Gas Service company; customers on the Percentage of Income Payment Plan (PIPP) or any similar or successor program; customers that have past due amounts owing to the Utility and have no existing plan to discharge such amounts; and mercantile customers, as defined by Ohio law. Using this list of eligible accounts, the Provider, with the assistance of the Governmental Aggregator, will review the list to verify that the eligible accounts are located within the geographic boundaries of the Village and that no area within the Village boundaries has been inadvertently omitted from the list. Finally, the Provider will reduce the list by removing those accounts in rate classes that indicate (i) a higher demand than targeted for the Aggregation or (ii) a usage profile that is not consistent with ordinary residential and small commercial use.

Within thirty (30) days of receipt of the list from the Utility, the Provider, with assistance from the Governmental Aggregator, will prepare and mail an "Opt-out Notice" to each account that remains on the eligible list after the list has been reduced as noted above. The Opt-out Notice will inform the eligible account holder that the Governmental Aggregator has formed an automatic (or "Opt-out") aggregation, provide the price for the natural gas supply to the Aggregation and other terms and conditions of service, and explain how the account holder can decline participation in the Aggregation.

As required by Rule 4901:1-28-04 of the Ohio Administrative Code, the Opt-out Notice will indicate that the account holder has 21 days to opt out of the Aggregation by telephoning a toll-free number or returning, to the Provider, a postcard that is included in the Opt-out Notice.



The Provider will receive all Opt-out requests and any Opt-out Notices that were undeliverable by mail, and will remove those accounts from the eligible account list. Upon completion of the 21-day Opt-out period, the Provider will notify the Utility of the remaining accounts that will form the Aggregation and, through an electronic data interchange transaction, enroll the Aggregation participants. Upon enrollment, each participant will receive an enrollment notice from the Utility that will indicate that the enrollee may rescind participation in the Aggregation by contacting the Utility within seven (7) business days.

In addition to the initial 21-day Opt-out period, each participant will be provided an opportunity to opt out every two years, without paying an early termination fee.

**Billing.** Aggregation participants will receive a single, monthly bill from the Utility, which will include charges from the Provider for its natural gas supply, as well as the Utility distribution charges. Aggregation participants will be billed according to their Utility billing cycle.

**Credit, Collections and Deposits.** The Utility's credit and collection policy and policies regarding deposits will apply to the Aggregation participants and shall be administered by the Utility. Neither the Governmental Aggregator nor the Provider will implement additional policies with respect to credit, deposits, and collections.

**Concerns and Complaints.** Aggregation participants will have multiple means of communicating concerns and reporting complaints. As a general rule, concerns regarding service reliability and billing should be directed to the Utility. The Utility will continue to read meters, handle billing, and generally have the most information about the physical service to a location or account. Questions regarding the administration of the Aggregation should be directed to the Provider. The Provider's customer service center shall be available by telephone 24 hours per day, 7 days per week. Any unresolved disputes should be directed to the Public Utilities Commission of Ohio and/or the Ohio Consumers' Counsel. As a convenience, below is a list of helpful, toll-free telephone numbers.

<u>Natural of Complaint</u>	<u>Contact</u>	<u>Phone Number</u>
Outages/Emergencies	Utility	1-800-544-6900
Service turn on/off	Utility	1-800-544-6900
Billing Disputes	Utility	1-800-544-6900
Price/Joining/Leaving Program	Provider Customer Service	1-877-331-3045
Program Regulatory Questions	Provider Customer Service	1-877-331-3045
Unresolved Disputes	Public Utilities Commission	1-800-686-7826
Unresolved Disputes	Ohio Consumers' Counsel	1-877-742-5622

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

**Moving within the Village.** An aggregation participant who moves from one location to another within the Village boundaries and retains the same account number will remain an Aggregation participant and will receive the same price it would have received if its location had not moved.

An aggregation participant who moves from one location to another within the Village boundaries and is assigned a new account number may enroll its new account in the Aggregation and receive the same price it would have received if its location had not moved, provided the new account is eligible for Aggregation. An aggregation participant who moves within the Village and receives a new account number may be dropped from the Aggregation by the Utility, but it will not be charged an early termination fee from the Provider. If a participant is dropped from the Aggregation due to a move within the Village, the participant must contact the Provider to be re-enrolled, within 60 days of being dropped.

**Moving outside of the Village.** An aggregation participant who moves out of the Village boundaries will no longer be eligible to participate in the Aggregation, but it will not be charged an early termination fee by the Provider.

**Enrolling after the Opt-out Period.** Residential and small business accounts located within the Village's boundaries that were initially eligible to join the Aggregation, but chose to opt out of the Aggregation or otherwise weren't included in the Aggregation, may join the Aggregation after the expiration of the initial Opt-out Period by contacting the Provider. The rate for those joining the Aggregation after the expiration of the Opt-out Period may be different from the rate negotiated for the Aggregation by the Governmental Aggregator.

If the Provider is able to offer to newly eligible customers the same price that is provided to the current Aggregation participants, the Provider may refresh the Aggregation by providing those who move into the Village the opportunity to be included automatically, rather than waiting until the next pricing term of the Contract. The process for refreshing the Aggregation with new enrollments would follow the process noted above for determining eligibility, providing Opt-out Notices, and pooling the accounts. (Current Aggregation participants and those who previously declined participation would not receive the Opt-out Notice intended only for newly eligible customers.)

**Village of North Bend, Ohio**  
**Natural Gas Governmental Aggregation Certification**  
**Exhibit B-3**  
**Automatic Aggregation Disclosure Notification**  
**&**  
**Exhibit B-4**  
**Opt-Out Notice**

Supplier Logo

North Bend Logo

<Date>

**Re: Great news – North Bend aggregation program offers natural gas savings**

Dear North Bend Resident,

As a North Bend resident, you are included in our community's aggregation program, which provides the opportunity to save money on the natural gas you use. Savings are possible through governmental aggregation, where the City represents all eligible individual customers as one larger buying unit to negotiate a lower price on natural gas from a retail natural gas provider certified by the Public Utilities Commission of Ohio. North Bend voters approved this program in November 2012 after the Village Trustees' recommendation.

After researching competitive natural gas pricing options, <<supplier name>>, has been selected to provide natural gas to North Bend residents. North Bend has negotiated a <TBD/Mcf> price for North Bend residents for the period of <TBD>. More information about the specific details of the plan can be found in the accompanying terms and conditions.

You will see <<supplier name>> as your new natural gas supplier after your enrollment has been completed and your switch has been finalized – in approximately 30-45 days, depending upon your meter read date. Of course, you are not obligated to participate in the North Bend natural gas governmental aggregation program. If you wish to be excluded from the program and remain a full-service customer of your local natural gas utility – Duke Energy Ohio – your opt-out form must be postmarked no later than <Opt-Out End Date>, or you may call <Phone #> by that same date.

After you become a participant in the North Bend governmental aggregation program, Duke Energy Ohio, the local utility, will send you a letter confirming your selection of <<supplier name>> as your natural gas provider. As required by law, this letter will inform you of your option to cancel your contract with <<supplier name>> within seven days of its postmark. To remain a member of the North Bend natural gas governmental aggregation program, you don't need to take any action when this letter arrives.

If you do not opt out at this time, you will receive a notice prior to the end of <two years from start of aggregation> allowing you to withdraw from the aggregation. If you leave this program at that or any other time, you will be served under Duke Energy Ohio's standard service offer until you choose another supplier. If you return to Duke Energy Ohio's standard service offer, you may not be served under the same rates, terms and conditions that apply to other Duke Energy Ohio customers.

Duke Energy Ohio, the local utility, will continue to maintain the system that delivers natural gas to your home. No new pipes or equipment will be installed. You will continue to receive a single, easy-to-read bill from your local natural gas utility, with your <<Supplier name>> charges included.

If you have any questions, please call <<supplier name>> toll-free at <Phone #>, Monday through Friday, 8 a.m. to 5 p.m.

Sincerely,

<Village Trustee  
Name and  
Signature>

**P.S. To receive these savings, you should not respond.** Return the opt-out form post marked no later than <Opt-Out End Date> or call <Phone #> only if you do not want to participate in the North Bend natural gas governmental aggregation program.

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Community: North Bend

Opt out of the North Bend Government Natural Gas Aggregation Program. By checking this box, I understand that my account will not be included in the natural gas aggregation program.

This opt out must be post marked by <<end of opt out window>>.

If opting out mail too: Duke Energy Retail, 11 East Superior St, Suite 430 - Duluth, MN - 55802

Please fill out the required information in bold:

**Customer Name** \_\_\_\_\_ **Account Number** \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

(11-digit Number found on Page 1 of your existing bill)

**Service Address** \_\_\_\_\_

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

SAMPLE

## **Your Natural Gas Supply Terms and Conditions**

### **When do I become a <<Supplier Name>> Customer?**

Once we receive your enrollment, we will send a notice to Duke Energy Ohio, your natural gas utility. They will send you a letter to confirm that you want to be switched to <<Supplier Name>>. After this confirmation, you will officially become our customer the next time your meter is read. (Note that, if your meter is read within twelve days of your enrollment with us, you will become our customer at the following month's meter read. This process could take up to two months. )

### **What is my price and how long does it last?**

You will pay a <fixed/variable> rate at the price of <TBD> per Mcf beginning on your next available meter read date through your <MMYYYY> meter read. You will still receive additional service and delivery charges from your natural gas utility.

### **What happens with my natural gas utility?**

Nothing will change with your utility. They will continue to read your meter, send your monthly bill, and respond to any outages. Our charges for the natural gas will be included on your utility bill. If you are interested in budget billing, that service would have to be arranged through the utility, as we do not offer it directly. When you enroll with us, you are allowing your utility to give us any account information needed to provide you with service.

### **Are there any fees to enroll?**

No, there's no fee from us. Ohio law allows your utility to charge a switching fee.

### **What happens at the end of this agreement?**

Your account will be switched back to having service from Duke Energy Ohio unless Miami Township agrees to extend the existing agreement with <<Supplier Name>>, or chooses another supplier.

### **What if I want to cancel?**

You can cancel the switch to <<Supplier Name>> at no charge, as long as you cancel by phone or mail within seven calendar days of the postmark on the utility's confirmation notice. Simply follow the cancellation instructions on the utility's letter.

If you want to cancel after that time, here is what will happen.

- If you want to cancel or switch to another supplier, a \$25 termination fee will be charged.
- If you move outside the area served by us or to an area where we charge a different price, you will not be charged a termination fee.
- If you return to the utility, you may be served at different rates and terms and conditions

### **What happens if I relocate?**

This agreement will automatically terminate without any cancellation fees or penalties if: (a) your requested service location is not served by your utility or (b) you relocate to an area outside your utility's service territory or to an area not served by us. You have the right to terminate this agreement if: (x) you relocate outside the utility's service territory or (y) you relocate within the service territory of a utility that does not permit portability of this agreement. If you move, contact us - - this agreement may be transferable to your new location.

### **What about acts of God, labor disputes, etc.?**

- We will make commercially reasonable efforts to provide gas service, we do not guarantee a continuous supply of natural gas.
- Certain causes and events out of our control (including but not limited to acts of God, acts of a governmental authority, accidents, strikes, labor disputes, required maintenance, changes in law) (each a "Force Majeure Event(s)") may result in interruptions in service and we are not responsible for any such interruptions or for damage caused by Force Majeure Events.

### **What happens if I don't pay my bill?**

<<T&C Name>>

- We have the right to cancel this agreement after a 14-day written notice, if you don't pay your bill or if you don't meet any payment arrangements that you and we agree to.
- If you don't pay our charges, we may terminate this agreement and you may be returned to your utility's regulated rate. If you don't pay your utility company's charges, you may be disconnected under the terms of the utility's tariffs. Should you be switched back to the Utility for service, you may not be served under the same rates, terms or conditions that apply to other customers served by the Utility.

#### Questions?

- To reach <<Supplier Name>>: <<email>> or <<phone number>> (8 a.m. to 5 p.m., Eastern Time). Our mailing address is: <<Supplier Name and Address>>. Cincinnati, Ohio 45202.
- If your complaint is not resolved after you have called your natural gas supplier and/or your natural gas utility, or for general utility information, residential and business customers may contact the public utilities commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) for eight a.m. to five p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 711 (Ohio relay service).
- The Ohio consumers' counsel (OCC) represents residential utility customer 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>.

#### General

- This is the entire agreement. No amendment or modification can be enforced unless it is put in writing and agreed to by both parties (you and <<Supplier Name>>).
- Government Actions –If there is any change in governing law or regulation that physically prevents or legally prohibits us from performing under this contract, then we may terminate this agreement with 45 days' notice. After that, you can return to the utility to provide your natural gas needs, or enroll for service from another supplier, if available.
- Warranties and Damages – There are no warranties associated with this offer or the natural gas service sold. And we are not liable to you or any third party for consequential, punitive, incidental, special or other indirect damages
- You may ask us for up to two years of your payment history. We will give you this information, for free, no more than two times in any 12 months.
- You also authorize us to contact the utility on your behalf to evaluate utility programs that may benefit you and to resolve utility matters on your behalf. This authorization does not permit us to contractually obligate you to any utility program.
- We will not disclose your social security number and/or account number(s) to any third party without your prior written authorization except for our collections and credit reporting, participating in programs funded by the universal service fund, assigning this contract to another CRES provider, or where we are required to release this information by court order or by PUCO order.
- We will be responsible only for the direct, actual damages you incur. We will not be responsible for any consequential, special, incidental or punitive damages. We also will not be responsible for any loss or damage resulting from shortages of gas supply or errors in the amount or quality of the gas delivered. Furthermore, you agree to indemnify us against any loss or damage resulting from your failure to comply with this Agreement or your use/misuse of the gas once it is delivered to you.
- You are responsible for, and will indemnify us against, any and all loss or damage resulting from: (a) your failure to fully comply with this Agreement or (b) your use or misuse of natural gas after it is delivered to you.

<<affiliate notes if needed>>

<<T&C Name>>

**Village of North Bend, Ohio**  
**Natural Gas Governmental Aggregation Certification**  
**Exhibit B-5**  
**Experience**





*Duke Energy Retail  
139 E. Fourth Street  
Cincinnati, OH 45202  
[www.DukeEnergyRetail.com](http://www.DukeEnergyRetail.com)*

**Applicant's Plan and Plan for Providing Aggregation Services:**

The Village of North Bend, Ohio, the applicant herein, has contracted with Duke Energy Retail Sales, LLC, ("DER") to provide support with the submission of the natural gas governmental aggregators certification application.

DER currently provides competitive retail natural gas service throughout Duke Energy Ohio's service area. DER also has extensive experience with community-based aggregation and endorsement programs. DER is licensed by the Public Utilities Commission of Ohio to provide competitive retail natural gas service.

DER's employees are experienced with the governmental aggregation process, including customer enrollments and the opt-out process. DER has contracted with CustomerLink ([www.customerlink.com](http://www.customerlink.com)) to provide a 24x7 call center to support DER's customer programs. DER will use Duke Energy Ohio, the local natural gas distribution utility, for billing services.