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2015 DEC 21 PM 3:26

PUCO

December 17, 2015

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

RE: Case Nos. 12-178-GA-GAG
12-179-EL-GAG ✓

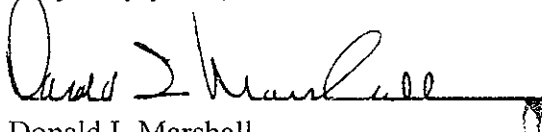
Dear Secretary McNeal:

Please find enclosed an original and three conformed copies of the following renewal applications filed under the above referenced cases:

- (1) Case No. 12-178-GA-GAG – renewal application of Amberley Village for the purpose of continuing its governmental aggregation for natural gas service; and,
- (2) Case No. 12-179-EL-GAG –renewal application of Amberley Village for the purpose of continuing its governmental aggregation for electric service.

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

Very truly yours,



Donald I. Marshall
President

cc: Mr. Scot F. Lahrmer

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SERVICE

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.
Technician JE Date Processed DEC 21 2015

ORIGINAL

BEFORE

THE PUBLIC UTILITIES COMMISSION OF OHIO

RECEIVED-DOCKETING DIV
2015 DEC 21 PM 3:27

PUCO

In the Matter of the Application of)
Amberley Village for Renewal of its)
Certificate to Provide Electric Governmental)
Aggregation Service Pursuant to Section)
4928.08 of the Ohio Revised Code and Certain)
Sections of the Ohio Administrative Code.)

Case No. 12-179-EL-GAG



Public Utilities Commission

Original GAG Case Number	Version
12-179-EL-GAG	August 2004

RENEWAL APPLICATION FOR ELECTRIC GOVERNMENTAL AGGREGATORS

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

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

A. RENEWAL INFORMATION

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

Legal Name Amberley Village, Hamilton County

Address 7149 Ridge Road, Amberley Village, Ohio 45237

PUCO Certificate # and Date Certified 12-454E(2) dated February 14, 2014

Telephone # (513) 531-8675 Web site address (if any) www.amberlevillage.org

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

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

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

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

A-5 Contact person for regulatory or emergency matters

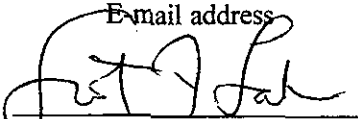
Name Scot Lahrmer
Title Village Manager
Business address 7149 Ridge Road, Amberley Village, Ohio 45237
Telephone # (513) 531-8675 Fax # (513) 531-8154
E-mail address slahrmer@amberleyvillage.org

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

Name Scot Lahrmer
Title Village Manager
Business address 7149 Ridge Road, Amberley Village, Ohio 45237
Telephone # (513) 531-8675 Fax # (513) 531-8154
E-mail address slahrmer@amberleyvillage.org

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

Customer Service address 7149 Ridge Road, Amberley Village, Ohio 45237
Toll-free Telephone # (513) 531-8675 Fax # (513) 531-8154
E-mail address slahrmer@amberleyvillage.org


Signature of Applicant & Title
Scot F. Lahrmer Village Manager

Sworn and subscribed before me this 15th day of December, 2015
Month Year


Signature of official administering oath

KATHLEEN M. HARCOULT - FINANCE ADMIN
Print Name and Title

My commission expires on 2/26/2017

Kathleen M. Harcourt
Notary Public, State of Ohio
My Commission expires Feb. 26, 2017

AFFIDAVIT

State of Ohio :

Amberley Villages.
(Town)

County of Hamilton :

Scott F. Lahmer, Affiant, being duly sworn/affirmed according to law, deposes and says that:

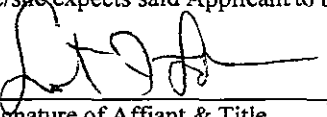
He/~~She~~ is the Village Manager (Office of Affiant) of Amberley Village (Name of Applicant);

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

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

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

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


Signature of Affiant & Title
Scot F. Lahmer Village Manager

Sworn and subscribed before me this 15TH day of December, 2015
Month Year


Signature of official administering oath

KATHLEEN M. HARCOURT - FINANCE ADMIN.
Print Name and Title

My commission expires on 2/26/2017

Kathleen M. Harcourt
Notary Public, State of Ohio
My Commission expires Feb. 26, 2017

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

PASSED: June 13, 2011
BY: Chaiken

ORDINANCE NO. 2011-09

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

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

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

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

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

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

SECTION 1. This Council finds and determines that it is in the best interest of Amberley, its residents, businesses, and other electric consumers located within the corporate limits of Amberley to establish the Aggregation Program in Amberley. Provided that this Ordinance and the Aggregation Program is approved by the electors of Amberley pursuant to Section 2 of this Ordinance, Amberley is hereby authorized to aggregate in accordance with Section 4928.20, Ohio Revised Code, the retail electric loads located within Amberley, and, for that purpose, to enter into service agreements to facilitate for those loads the sale and purchase of electricity. Amberley may exercise such authority jointly with any other municipal corporation, township, or county or other political subdivision of the State of Ohio to the full extent permitted by law. The aggregation will occur automatically for each person owning, occupying, controlling or

using an electric load center proposed to be aggregated and will provide for the opt-out rights described in Section 3 of this Ordinance.

SECTION 2. The Board of Elections of Hamilton County is hereby directed to submit the following question to the electors of Amberley at the primary election on November 8, 2011:

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

The Clerk of this Council is instructed to file a certified copy of this Ordinance and the proposed form of the ballot question with the County Board of Elections not less than ninety (90) days prior to November 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 and Section 4928.20 of the Ohio Revised Code.

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

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

SECTION 5. Notice of the adoption of this Ordinance shall be given once by publishing the title of the Ordinance in an abstract prepared by the Mayor or Solicitor in The Enquirer.

SECTION 6. That this Ordinance is declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the citizens of the Village. The reason for the said emergency is the necessity to meet the filing deadline imposed by the Ohio Revised Code in order to place this measure on the November ballot and to provide residents with energy savings as soon as possible. Upon the affirmative vote of two-thirds (2/3) of all members elected to Council, this Ordinance shall go into immediate force and effect without delay.

Passed this 13th day of June, 2011.

Mayor Merrie Stillpass

Attest:

Nicole Browder, Clerk of Council

Ordinance Vote:

Moved: Chaiken Second: Hattenbach

Stillpass	<u>Aye</u>
Chaiken	<u>Aye</u>
Cohen	<u>Aye</u>
Conway	<u>Aye</u>
Hattenbach	<u>Aye</u>
Katz	<u>Aye</u>
McIntosh	<u>Aye</u>

I, Clerk of Council of Amberley Village, Ohio, certify that on the 15th day of June, 2011, the forgoing Ordinance was published pursuant to Article IX of the Home Rule Charter by posting true copies of said Ordinance at all of the places of public notice as designed by Sec. 31.40(B), Code of Ordinances.

Nicole Browder, 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 herebycertifies that at the election held in the Village Of Amberley

(Name of Subdivision)

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

Issue

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

Votes Yes	<u>1,475</u>
(For, yes, etc.-as on ballot)	(Number)
Votes No	<u>244</u>
(No, against, etc.-as on ballot)	(Number)
Total vote cast on issue:	<u>1,719</u>
	(Number)

IN WITNESS WHEREOF, we have heretofore subscribed our names officially at CincinnatiOhio, this 28th day November, 2011

[Signature] Chair
Thomas M. Burt
Charles H. Burkhardt
Carl Fox

Attest: *Sally J. Kinn*
 Director

BOARD OF ELECTIONS

Hamilton County, Ohio

EXHIBIT A-3

PLAN OF OPERATION AND GOVERNANCE
OF
AMBERLEY VILLAGE , 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 Amberley Village (Amberley) 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, Amberley shall offer an "opt-out" electric aggregation program to all eligible customers¹; i.e., all residential customers and non-mercantile commercial, industrial and other public authority customers within Amberley. The plan will be available to approximately 1500 customers and those customers shall automatically be enrolled in the program as further explained herein. A Program Agreement has not been executed with a IGS Energy (IGS), a Competitive Retail Electric Supplier (IGS) for the purpose of implementing an aggregation program.

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

1. §4928.20(A) specifies the requirement of a municipal authority to adopt an ordinance. Exhibit A-2 is a copy of Ordinance No. 2011-09 adopted by the elected officials of Amberley specifying that aggregation shall occur automatically.
2. §4928.20(B) requires that the Ordinance be submitted to the electorate. Ordinance No. 23-2012 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 at 3:00 PM and 5:30 PM after appropriate public notice was provided for two consecutive weeks.
4. §4928.20(D) requires appropriate notice be provided to customers being automatically enrolled in the aggregation program. The notice, including terms and conditions, is attached as Exhibit A-4.

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

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

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

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

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

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

5. Customer Inclusion. The following customers shall be excluded from the opt-out program:

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

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

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

6. Opt-out Process. Customers shall receive a letter, terms and conditions and instructions on how to opt-out of the program³. Customers shall be provided twenty-one (21) days to elect to opt-out of the program. After the twenty-one day opt-out period ends customers shall be submitted to Duke for enrollment. Duke shall confirm enrollment and provide the customer with an additional seven (7) days to allow the customer to cancel enrollment. Thereafter, a similar enrollment program shall be offered at intervals not to exceed three (3) years.
7. Eligible Customers. The aggregation program shall include residential and non-mercantile customers, except those identified in Section 5 above, served under the provision's of Duke's electric tariff P.U.C.O. No. 19 as follows⁴:
- Rate RS, Sheet No. 30.14;
 - Rate DS, Sheet No. 40.15; and,
 - Rate DM, Sheet No. 43.15.
8. Billing Procedures. The contract with the IGS shall include billing procedures but the goal of Amberley is to have the customer receive a single bill from Duke. The bill shall include all charges including the rates of IGS. The billing interval shall be approximately thirty (30) days. If Duke does not receive timely payments, then

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

⁴ See footnote 2 also.

the subsequent bill will reflect late payments fees, as authorized by the Commission, including those charges of IGS.

9. Credit and Deposit Procedures. Collection and credit procedures shall be those authorized by the Commission and remain the responsibility of Duke, the IGS and the involved customer. Amberley shall not be involved in any credit or collection matter.
10. Customer Service Procedures. Customers shall have multiple means of addressing customer service issues. Generally, concerns relative to service reliability or billing should be addressed to Duke and concerns regarding the Plan should be addressed to Amberley or Eagle Energy. If a customer is unable to resolve their concern in a satisfactory manner, then that matter should be directed to the Commission or to the Ohio Consumers' Counsel. The following telephone numbers are for customers' assistance for resolving customer service issues:

Duke Energy Ohio	(800) 544-6900
Public Utilities Commission of Ohio	(800) 686-7826 (800) 686-1750 (TDD/TTY)
Village of Amberley	(513) 771-7200
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.

11. New Customer Policy. During the Plan's term, customers who have either left the Plan or who moved into the governmental boundaries of Amberley, may contact Amberley, Eagle Energy or the IGS at any time to obtain enrollment⁵ information. IGS shall have sole discretion to permit new customers to enroll into the Plan at no charge.
12. Customer Who Move. Enrolled customers who move from one location to another within the geographical boundaries of Amberley shall be permitted to maintain their enrollment status at their new location.

⁵ Enrollment must be authorized by Duke.

13. Customers Who Opt-out. Customers who provided the required opt-out notice shall remain a customer of the EDU, Duke, or their selected IGS. Customers may request IGS to permit enrollment and in that instance IGS shall have sole discretion as to allow the enrollment at no charge. Customers being served by IGS shall be cautioned about any cancellation charges associated with their current enrollment status. A new enrollment period shall be offered, at a minimum, every three (3) years without any charge to the customer. IGS may periodically offer re-fresh opt-out opportunities to eligible customers upon concurrence by Amberley and appropriate notification to the Commission Staff.
14. Other Matters. A copy of this Plan shall be available at the Amberley offices , 7149 Ridge Road, for public inspection and shall be made available to any customer upon request. Amberley shall be precluded from altering this Plan in any way that materially affects enrolled customers. If a material change to the Plan is made, affected customers shall be provided notice of the change and shall be given an opportunity to opt-out of the aggregation.

EXHIBIT A-4

EXHIBIT A-4

AUTOMATIC AGGREGATION DISCLOSURE
PURSUANT TO §4928.20(D) OF THE REVISED CODE

126

126

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

September 5, 2014

Dear Amberley Village Resident,

Amberley Village is providing you the opportunity to participate with other Amberley 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 Council Members act on behalf of electric consumers in the community to negotiate an electric supply contract with an eligible provider. Both the Village and eligible retail electric suppliers are required to be certified by the Public Utilities Commission of Ohio (PUCO). The Village Council Members passed an ordinance to adopt the aggregation program after the Amberley Village voters approved its implementation on November 08, 2011. The aggregation program for Amberley Village will begin following your enrollment with Duke Energy as a participant in the Village's program and will continue through your October 2017 meter read date.

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

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

You will be automatically enrolled in the Amberley Village Electric Aggregation Program unless you choose to "opt out" - that is, affirmatively choose to not participate. If you want to be excluded from the Amberley Village Electric Aggregation Program, you must return the enclosed "Opt-Out" Form or contact IGS Energy at 1-800-280-4474 by September 26, 2014. If you do not opt-out at this time or cancel service in the future, you will be enrolled in the program until it expires with your October 2017 meter reading date. If you do opt-out, you will continue to receive Duke Energy's standard service offer rate.

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

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

Sincerely,
IGS Energy and The Amberley Village Council Members

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

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

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

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

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

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

(Check box to opt out.)

☐

Name (Please Print) _____

Address _____

City, State, Zip _____

Phone Number _____

Email Address _____

Signature (REQUIRED) _____



1 2 3 5 4 4 9 7

OOCGE02

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

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

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

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

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

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

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

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

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

Box 9060, Dublin, OH 43017, or through their web site at www.IGSEnergy.com. Also, I can contact IGS Energy through e-mail at choice@IGSEnergy.com. If my questions or concerns or complaint are not resolved after I have called IGS Energy or my EDC or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or for TTY toll free at 1-800-686-1570 (toll free), from 8:00 a.m. to 5:00 p.m. weekdays, or at www.puco.ohio.gov. The Ohio Consumer's Counsel ("OCC") represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from 8 a.m. to 5 p.m. weekdays, or at <http://www.pickocc.org>.

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

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

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

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

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

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

sometimes
EDC
will the
early term
responsibility
deterioration
does that
shall not be
unsubstantiated
cannot be
action and
unrevoked

Environmental Disclosure Information								
IGS Energy								
Projected Data for the 2014 Calendar Year								
Generation Resource Mix - A comparison between the sources of generation used to produce this product and the historic regional average supply mix.	Supplier's Product 	Regional 						
Environmental Characteristics - 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						
	Unknown Purchased Resources	Unknown Impacts						
	Wind Power	Wildlife Impacts						
Air Emissions - A comparison between the air emissions related to this product and the regional average air emissions.								
Radioactive Waste - Radioactive waste associated with the product.	<table border="1"> <thead> <tr> <th>Type:</th> <th>Quantity:</th> </tr> </thead> <tbody> <tr> <td>High-Level Radioactive Waste</td> <td>Lbs./1,000 kWh</td> </tr> <tr> <td>Low-Level Radioactive Waste</td> <td>Ft³/1,000 kWh</td> </tr> </tbody> </table> <p>Note: The generation of this product involves the use of x% of unknown purchased resources. The air emissions and radioactive waste associated with these unknown resources are not included in these charts.</p>		Type:	Quantity:	High-Level Radioactive Waste	Lbs./1,000 kWh	Low-Level Radioactive Waste	Ft ³ /1,000 kWh
Type:	Quantity:							
High-Level Radioactive Waste	Lbs./1,000 kWh							
Low-Level Radioactive Waste	Ft ³ /1,000 kWh							
With in-depth analysis, the environmental characteristics of any form of electric generation will reveal benefits as well as costs. For further information, contact IGS Energy at www.igsenergy.com or by phone at 1-877-915-4447.								

NOTICE

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

Return by September 26, 2014 to:

Electric Governmental Aggregation Program

PO Box 9060

Dublin, Ohio 43017-0960