

January 21, 2016

Public Utilities Commission of Ohio  
Docketing Division, 11<sup>th</sup> Floor  
180 East Broad Street  
Columbus, Ohio 43215-3793

**RE: Electric Governmental Aggregation Opt-Out Notice to Newly Eligible Customers in Village of Silverton (Case Number 14-2294-EL-GAG).**

Enclosed please find a copy of the opt-out notice being sent to newly eligible residential and small commercial customers in the community's electric aggregation program.

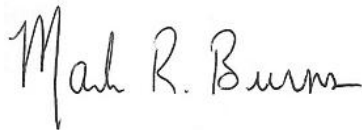
The opt-out notice is currently scheduled for mailing on February 1, 2016; and the opt-out period is scheduled to end on or after February 22, 2016.

FirstEnergy Solutions is the competitive retail electric supplier for the program and Duke Energy is the local utility company.

Independent Energy Consultants, Inc. is providing aggregation consulting services for the Village of Silverton and is filing this application on their behalf.

If you have any additional needs or questions, please call me at 330 995-2675 or email me at [mburns@naturalgas-electric.com](mailto:mburns@naturalgas-electric.com)

Sincerely,



Mark R. Burns  
President

Enclosure



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

Dear Resident or Small Business Owner:

February 1, 2016

The Village of Silverton is providing you with the opportunity to participate with other Village residents and businesses in an Electric Governmental Aggregation Program, with IGS Energy of Dublin, Ohio as your supplier of electricity.

Under governmental aggregation, the Village of Silverton acts on behalf of electricity consumers in the community to negotiate an electric supply contract with eligible suppliers. Both the Village of Silverton and IGS Energy have to be certified by the Public Utilities Commission of Ohio. Village Council Members passed Ordinance No 14-3428 adopting this program after voters approved the implementation of the program on November 4, 2014. Your enrollment in the Village of Silverton program will begin within one to two billing cycles of your enrollment into the program and end with your April 2017 billing period.

Your community has negotiated a rate of **5.84 cents per kWh** (\$0.0584) through your April 2017 billing cycle with no cancellation fee. Please review the attached Terms and Conditions for full details of this rate including possible impacts of regulatory events. For comparison purposes, this rate of 5.84 cents is lower than any other comparable rate available on the PUCO Apples to Apples comparison website as of January 11, 2016. You may cancel your enrollment from this program at any time with no cancellation fee by providing notice to IGS Energy.

**You will be automatically enrolled in the Village of Silverton Electric Aggregation Program unless you choose to “opt out” – that is, to not participate.** There is no cost for enrollment. You do not need to do anything to be included.

**If you want to be excluded from the Village of Silverton Electric Aggregation Program you must return the enclosed “Opt-Out” form or contact IGS Energy at 1-877-353-0162 by February 22, 2016.** If you do not opt out at this time, you will be enrolled in the program until it expires with your April 2017 billing period. If you do nothing you will soon receive a letter from Duke Energy (Duke) notifying you of your transfer to your community’s program with IGS Energy as your supplier. **If you wish to remain in the program, simply ignore that letter.** For more information about the Village of Silverton Electric Aggregation Program, visit us at [www.igsenergy.com/](http://www.igsenergy.com/)

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

If you have any questions please call IGS Energy at 1-877-353-0162, weekdays, from 8:00 a.m. to 8:00 p.m. EST. For general information on electricity deregulation in Ohio, you can also visit the Web Sites of the Ohio Consumers’ Counsel ([www.occ.ohio.org](http://www.occ.ohio.org)) or the Public Utilities Commission of Ohio ([www.PUCO.ohio.gov](http://www.PUCO.ohio.gov)).

Sincerely,

Tom Carroll, Village Manager and IGS Energy

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

If the home or small business for which you have received this letter is not located within the Village of Silverton limits, you have received this letter in error. Please contact IGS Energy at 1-877-353-0162 to be removed from the aggregation list.

**You are not eligible to participate in this program if you are currently enrolled in the PIPP program.**

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

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**I wish to opt out of The Village of Silverton Electric Aggregation Program.**

(Check box to opt out.)

☐

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

Address\_\_\_\_\_

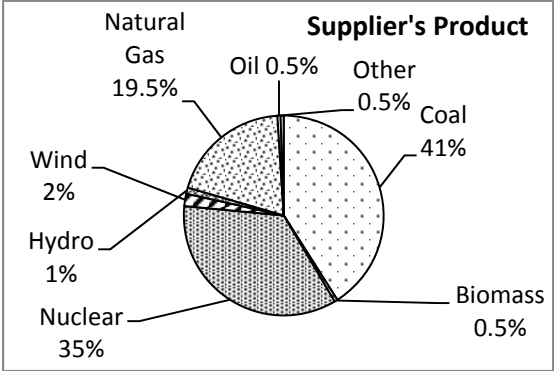
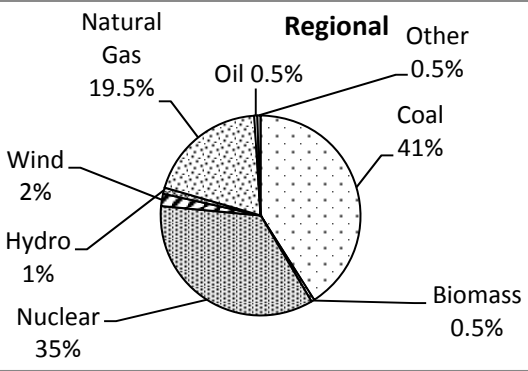
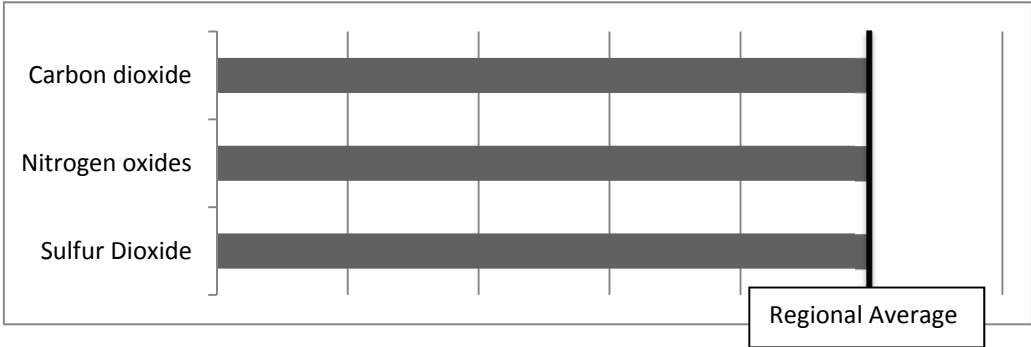
City, State, Zip\_\_\_\_\_

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

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

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



Environmental Disclosure Information												
IGS Energy												
Projected Data for the 2016 Calendar Year												
<b>Generation Resource Mix -</b> A comparison between the sources of generation used to produce this product and the historic regional average supply mix.												
<b>Environmental Characteristics–</b>  A description of the characteristics associated with each possible generation resource.	Biomass Power	Air Emissions and Solid Waste										
	Coal Power	Air Emissions and Solid Waste										
	Hydro Power	Wildlife Impacts										
	Natural Gas Power	Air Emissions and Solid Waste										
	Nuclear Power	Radioactive Waste										
	Oil Power	Air Emissions and Solid Waste										
	Other Sources	Unknown Impacts										
	Solar Power	No Significant Impacts										
	Unknown Purchased Resources	Unknown Impacts										
	Wind Power	Wildlife Impacts										
<b>Air Emissions –</b>  A comparison between the air emissions related to this product and the regional average air emissions.												
<b>Radioactive Waste –</b>  Radioactive waste associated with the product.	<table><tr><th>Type:</th><th colspan="2">Quantity:</th></tr><tr><td>High-Level Radioactive Waste</td><td></td><td>Lbs./1,000 kWh</td></tr><tr><td>Low-Level Radioactive Waste</td><td></td><td>Ft³/1,000 kWh</td></tr></table>			Type:	Quantity:		High-Level Radioactive Waste		Lbs./1,000 kWh	Low-Level Radioactive Waste		Ft³/1,000 kWh
Type:	Quantity:											
High-Level Radioactive Waste		Lbs./1,000 kWh										
Low-Level Radioactive Waste		Ft³/1,000 kWh										
With in-depth analysis, the environmental characteristics of any form of electric generation will reveal benefits as well as costs. For further information, contact IGS Energy at <a href="http://www.igsenergy.com">www.igsenergy.com</a> or by phone at 1-877-915-4447.												

NOTICE

Return the “Opt-Out” form **only** if you do **not** want to participate in the Village of Silverton Electric Aggregation Program.

Return by **February 22, 2015** to:

Electric Governmental Aggregation Program

PO Box 9060

Dublin, Ohio 43017-0960

Term Box	
<b>Utility:</b>	Duke Energy (Duke)
<b>Program Rate</b>	Subject to the terms and conditions detailed below in the body of the Agreement: For residential customers the applicable price per KWH shall be 5.84 cents per KWH of electricity consumed. For non-mercantile commercial customers the applicable price per KWH shall be 5.84 cents per KWH of electricity consumed.
<b>Term</b>	Services to be rendered pursuant to this Agreement will commence within one to two billing cycles of enrollment in the Village of Silverton's community opt-out government aggregation program ("Program") and will continue through the April 2017 billing period
<b>Cancellation Fee</b>	None

The services provided to me by Interstate Gas Supply, Inc. ("IGS Energy") are governed by the terms and conditions stated in this document and the opt-out notification accompanying this document ("Agreement") and will serve as the terms of service for the Village of Silverton 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, including an adjustment to my price, to offset costs or pass through savings incurred as a result of an action or decision by a regulatory body such as the Federal Regulatory Energy Commission that impacts wholesale capacity or electric prices or imposes additional cost on IGS Energy in satisfying its obligations under this Agreement.

**Price:** Subject to the Regulatory provision of this Agreement, the rate 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 Rate"). I am responsible for, and my Program Rate 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 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. 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 Rate, 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 877-353-0162, by fax 1-800-584-4839, in writing at P.O. Box 9060, Dublin, OH 43017, or through their web site at [www.IGSEnergy.com](http://www.IGSEnergy.com). Also, I can contact IGS Energy through e-

mail at [choice@IGSEnergy.com](mailto:choice@IGSEnergy.com). If my questions or concerns or complaint are not resolved after I have called IGS Energy or my EDC, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or for TTY toll free at 1-800-686-1570 (toll free), from 8:00 a.m. to 5:00 p.m. weekdays, or at [www.puco.ohio.gov](http://www.puco.ohio.gov). The Ohio Consumers' 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.occ.ohio.gov>.

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

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

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

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

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

**Eligibility / Limitation of Liability / Jurisdiction:** This Agreement is for only residential and non-mercantile commercial customers (see Ohio Revised Code 4928(A)(19)) in the Duke service territory. By entering into this Agreement, I represent and agree that the account(s) served by IGS Energy under this Agreement is (are) Residential or Non-Mercantile Commercial account(s). 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 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 due to EDC error or for being in arrears. In such instances, I can contact the EDC to correct the problem and be reinstated in the residential program. Regardless of the reason for termination, in no case will the original term be extended for months that I was unable to participate nor will IGS Energy have any liability for any early termination or for any months that I was unable to participate in the program. IGS Energy assumes no liability or responsibility for losses or consequential damages arising from items associated with the EDC including, but not limited to: operations and maintenance of their system; any interruption of service; termination of service; or deterioration of service, nor does IGS Energy assume responsibility or liability for damages arising from any in-home or building damages and in addition shall not be responsible for any indirect, consequential, special or punitive damages whether arising under contract, tort (including negligence or strict liability) or any other legal theory. The parties agree that if issues relating to this Agreement cannot be resolved through the PUCO as detailed under "Contract and Dispute Resolution" above or if suit is filed, any legal action involving this Agreement shall be brought only in a court of the State of Ohio sitting in Franklin County, Ohio or the United States District Court sitting in Franklin County, Ohio. I submit to the personal jurisdiction in such courts and irrevocably waive any objections that I have or might have in the future to such courts as the proper forum for any and all actions arising under this Agreement. The parties agree that this Agreement shall be interpreted under the laws of the State of Ohio, regardless of Ohio's choice of law provisions.

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

**Commission of Ohio Docketing Information System on**

**1/21/2016 3:13:24 PM**

**in**

**Case No(s). 14-2294-EL-GAG**

Summary: Opt-Out Notice to be sent to newly eligible customers in the Village's electric aggregation program. electronically filed by MARK R BURNS on behalf of Village of Silverton