

Original GAG Case Number	Version
13-0716-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

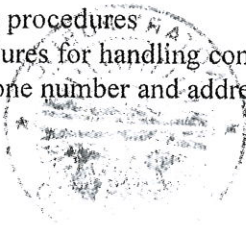
Legal Name Village of North Bend, Ohio  
 Address 21 Taylor Ave., North Bend, OH 45052  
 PUCO Certificate # and Date Certified 13-680E (3) 4/20/2017  
 Telephone # 513-941-0610 Web site address (if any) www.northbendohio.org

#### 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

STAMP: VILLAGE OF NORTH BEND, OHIO  
 PUBLIC UTILITIES COMMISSION  
 COLUMBUS, OHIO



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 Brenda Coffey  
Title Aggregation Specialist  
Business address 8469 Blue Ash Rd., Suite 1, Cincinnati, OH 45236  
Telephone # (304) 769-8921 Fax # (513) 794-7777  
E-mail address bcoffey@energyalliances.com

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

Name Brenda Coffey  
Title Aggregation Specialist  
Business address 8469 Blue Ash Rd., Suite 1, Cincinnati, OH 4236  
Telephone # (304) 769-8921 Fax # (513) 794-7777  
E-mail address bcoffey@energyalliances.com

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

Customer Service address 8469 Blue Ash Rd., Suite 1, Cincinnati, OH 45236  
Toll-free Telephone # (800) 735-0359 Fax # (513) 794-7777  
E-mail address bcoffey@energyalliances.com

*Donald Mayor*  
Signature of Applicant & Title

Sworn and subscribed before me this 24 day of Feb., 2019  
Month Year

*Christopher P. Smith*  
Signature of official administering oath

Christopher P. Smith  
Print Name and Title

My commission expires on 5-19-2019



CHRISTOPHER P. SMITH  
Notary Public, State of Ohio  
My Commission Expires  
May 19, 2019



# AFFIDAVIT

State of Ohio :

North Bend  
ss.  
(Town)

County of HAMILTON

Doug Sammons

Affiant, being duly sworn/affirmed according to law, deposes and says that:

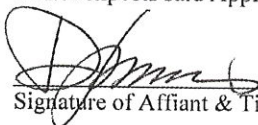
He/She is the Mayor (Office of Affiant) of Village of North Bend (Name of Applicant);

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.

 Mayor  
Signature of Affiant & Title

Sworn and subscribed before me this 26 day of Feb, 2019  
Month Year

  
Signature of official administering oath

Christopher P. Smith  
Print Name and Title

My commission expires on 5-19-2019



CHRISTOPHER P. SMITH  
Notary Public, State of Ohio  
My Commission Expires  
May 19, 2019

VILLAGE OF NORTH BEND, OHIO

EXHIBIT A-2 "AUTHORIZING ORDINANCE"



**VILLAGE OF NORTH BEND  
ORDINANCE 2012-05**

**AUTHORIZING ALL ACTIONS NECESSARY  
TO EFFECT A GOVERNMENTAL RETAIL  
ELECTRIC LOADS AGGREGATION 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 AND AUTHORIZING THE  
EXECUTION OF AN AGREEMENT WITH DUKE  
ENERGY RETAIL SALES, LLC FOR SUCH  
PURPOSES AND DECLARING AN EMERGENCY**

**WHEREAS**, the Ohio Legislature has enacted legislation (R.C. 4928.20) which authorizes the Council of the Village of North Bend to aggregate the retail electric loads located within the Village and to enter into service agreements to facilitate for those loads the purchase and sale of electricity; and

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

**WHEREAS**, this Village 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, as permitted by law.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the Village of North Bend, Ohio 6 members elected thereto concurring, that:

**SECTION 1.** This Council finds and determines that it is in the best interest of the Village, its residents, businesses and other electric consumers located within the limits of the Village to establish the Electric Loads Aggregation Program in the Village. Provided that this Ordinance and the Electric Loads Aggregation Program is approved by the electors of the Village pursuant to Section 2 of this Ordinance, the Village is hereby authorized to aggregate in accordance with Section 4928.20, Ohio Revised Code, the retail electric loads located within the Village, and, for that purpose, to enter into service agreements to facilitate the sale and purchase of the service for the retail electric loads. The Village may exercise such authority using Duke Energy Retail Sales, LLC, an energy broker and aggregator certified by the Public Utilities Commission 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 the Village at the general election in November 2012.

<b>PROPOSED ELECTRIC AGGREGATION</b>	
<b>VILLAGE OF NORTH BEND</b>	
<b>A majority affirmative vote is necessary for passage</b>	
<p>Shall the Village of North Bend have the authority to aggregate the retail electric 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 electricity, such aggregation to occur automatically except where any person elects to opt out, all in accordance with Section 4928.20 of the Ohio Revised Code?</p>	
	YES
	NO

The Fiscal Officer of the Village is instructed immediately to file a certified copy of this Ordinance and the proposed form of the ballot question with the County Board of Elections not less than ninety (90) days prior to the November 2012 general election. The Electric Loads Aggregation program shall not take effect unless approved by a majority of the electors voting upon this Ordinance and the Electric Loads Aggregation program provided for herein at the election held pursuant to this Section 2 and Section 4928.20, Ohio Revised Code.

**SECTION 3.** Upon the approval of a majority of the electors voting at the general election provided for in Section 2 of this Ordinance, this Village Council through Duke Energy Retail Sales, LLC shall develop a plan of operation and governance for the Electric Loads Aggregation Program. Before adopting such plan, this Village Council or Duke Energy Retail Sales, LLC, on behalf of this Village 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 Village Council shall aggregate the electric 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 Electric Loads 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 Electric Loads Aggregation Program the opportunity to opt out of the program at least every three



FROM :

FAX NO. :

Feb. 05 2015 10:51AM P3

years, without penalty or switching fee. Any such person that opts out of the Electric Loads Aggregation Program shall default to the utility's standard service offer provided under Section 4928.35, Ohio Revised Code, unless and until that person chooses a competitive retail electric supplier.

**SECTION 4.** This Village Council finds and determines that all formal actions of this Village Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Village Council and that all deliberations of this Village 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.** This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village, and for further reason that this Ordinance is required to be immediately effective in order to file a certified copy of this Ordinance and the proposed form of the ballot question with the Board of Elections of Hamilton County not later than ninety (90) days prior to the November 2012 general election, as provided herein; wherefore, this Ordinance shall be in full force and effect immediately upon its adoption.

**SECTION 6.** That the Village is hereby authorized and directed to enter into an agreement with Duke Energy Retail Sales, LLC for consulting services and any other required services related to electricity utility aggregation for the Village of North Bend and ratifying any such services heretofore performed. The Village is further authorized to enter into an agreement with either Duke Energy Retail Sales, LLC or any other supplier of the Village's choosing to serve as the supplier for the electric aggregation program.

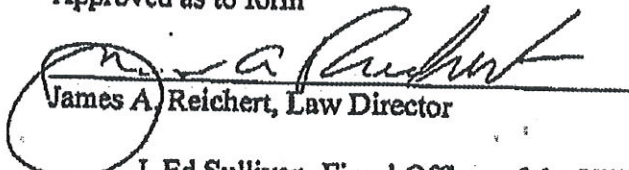
Passed this 25<sup>th</sup> day of June, 2012.

  
Mayor Doug Sammons

Attest:

  
Ed Sullivan, Fiscal Officer

Approved as to form

  
James A. Reichert, Law Director

I, Ed Sullivan, Fiscal Officer of the Village of North Bend, Ohio, hereby certify that this is a true and accurate copy of the Ordinance duly adopted by the Council of the Village of North Bend, at its regularly scheduled meeting on June 25, 2012.

Date: 6-25-12

  
Fiscal Officer, Ed Sullivan



VILLAGE OF NORTH BEND, OHIO

EXHIBIT A-3 "OPERATION AND GOVERNANCE PLAN"

## PLAN OF OPERATION AND GOVERNANCE Electric Governmental Aggregation

**Introduction.** In November 2012 a majority of the voters in North Bend, Ohio, in the County of Hamilton, approved a referendum that authorized the 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 4928.20 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 Sections 4901:1-21-16 Ohio Administrative Code. Once certified as a Governmental Aggregator, the Village will be authorized to combine multiple retail electric customer loads within its geographic boundaries (the "Aggregation") for the purpose of facilitating the purchase of electric supply Ohio's competitive retail electric 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 Competitive Retail Electric 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 electric supply charges for Aggregation are included in the Contract that will be negotiated by the Governmental Aggregator. The electric supply charges will take the form of either a fixed price, all electric 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. The surcharge authorized under Section 4928.20(i) will not be charged.

**Eligibility, Opt-out Disclosures, and Pooling Accounts.** Section 490:1-21-06 of the Ohio Administrative Code requires Duke Energy Ohio, the local electric 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 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 electric services company; customers that have a special contract with the Utility; customers that are not located within the Governmental Aggregator's boundaries; customers on the Percentage of Income Payment Plan (PIPP) or any similar successor program; customers that have past due amounts owing to the Utility and have no existing plan to discharge such amounts; and mercantile customers. In addition, the Village intends to include in the Aggregation only those residential and non-mercantile customers with a demand of less than 100 KW and a load profile consistent with ordinary residential and small commercial use. 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 not been inadvertently omitted from the list. The Provider will also remove the eligible list, those customers who appear on the "do not aggregate" list as stated under division (c) of Section 4928.21 of the Revised Code. 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 electric 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 4901:1-28-04 of the Ohio Administrative Code, the Opt-out Notice will indicate that the account holder has 21 days to affirmatively respond by telephoning a toll-free number or returning a postcard to the provider 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. Upon enrollment, each participant will receive an enrollment notice from the Utility that will indicate that the enrollee may rescind its 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 three 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 electric 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 Council. As a convenience, below is a list of helpful toll-free telephone numbers.

<b><u>Natural of Complaint</u></b>	<b><u>Contact</u></b>	<b><u>Phone Number</u></b>
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 Council	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 them 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, ATTN, 180 E. Broad St., Columbus, OH 43215-3793; by fax to (614) 752-8351; through their website at [www.puc.state.oh.us](http://www.puc.state.oh.us) or by calling toll free (800) 686-7826 (VOICE) or (800) 686-1570 (TTY- TDD). 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 in to 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

EXHIBIT A-4 - AUTOMATIC AGGREGATION DISCLOSURE –  
“OPT-OUT FORM”



Dear North Bend Residents and Businesses,

Welcome to North Bend's Electric Aggregation Program. In 2012, North Bend voters authorized the Village Leaders to form a governmental aggregation program to negotiate a more favorable price and terms for electricity supply for Village residences and businesses. North Bend Leaders were pleased with the success of the original aggregation program with Duke Energy Retail, a competitive retail electric service provider and affiliate of Duke Energy Ohio, that they have agreed to offer a new electric aggregation program through Duke Energy Retail.

#### Fixed Price Electricity Plan

- Fixed Electricity Price of 5.83¢/kWh through your May 2017 meter reading.
- Provides security against electricity price fluctuations.
- One energy bill from Duke Energy, your local utility.
- Electricity price will never change for the term of this offer.
- Duke Energy will continue to maintain the electric lines and respond to emergencies.

**You do not need to do anything to participate.** You will be automatically enrolled in the North Bend Electric Aggregation Program. Both the Village of North Bend and Duke Energy Retail are certified by the Public Utilities Commission of Ohio to provide this service. Participation in this program is voluntary. If you choose to opt out you may do so at no charge and you will continue to be served by your current supplier. You may also opt out of this program any time after the initial enrollment period at no charge.

To opt out of the program, either:

- Fill out the reply card below and return by XXXX XX, XXXX, or
- Call us toll-free at XXX-XXX-XXXX.

If you have any questions, contact Duke Energy Retail at [DukeEnergyRetail@duke-energy.com](mailto:DukeEnergyRetail@duke-energy.com) or call XXX-XX-XXXX.

Regards,

A handwritten signature in black ink, appearing to read "Doug Sammons".

Doug Sammons  
Mayor, Village of North Bend

A handwritten signature in black ink, appearing to read "Matthew Walz".

Matthew Walz  
Vice President, Duke Energy Retail





**Community: North Bend**

☐ Opt out of the North Bend Government Aggregation Program. By checking this box, I understand that my account will not be included in the aggregation program and that I will continue to be served by my current supplier.

**This opt out must be post marked by XXXX XX, XXXX**

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** \_\_\_\_\_

## **Your Electric Service Terms and Conditions**

### **When do I become a Duke Energy Retail Customer?**

Once we receive your enrollment, we will send a notice to your electric utility. They will send you a letter to confirm that you want to be switched to Duke Energy Retail. After this confirmation, you will officially become our customer the next time your meter is read (with the exception if your meter is read within 12 days of your enrollment with us, in that case you become our customer the following month's meter read and this process could take up to two months.)

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

Your fixed price is 5.25¢/kWh – May 2014. (You will still receive additional service and delivery charges from your electric utility.) The actual fixed price has a price cap, meaning it won't ever be higher than what's stated, but we may choose to lower the price on your behalf. You'll be on this fixed rate through your May 2014 meter reading. Additional charges may be incurred in the event the regional transmission organization (the group that is responsible for moving electricity over large interstate areas) or similar entity, utility, governmental entity or agency, reliability organization, or court imposes new or additional charges or changes to existing charges. We may pass this cost (which may be variable) on to you.

### **What happens with my electric 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 electricity 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 electric utility to charge a switching fee.

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

You can cancel the switch to Duke Energy Retail 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.

Residential & Nonresidential customers:

- If you want to cancel or switch to another supplier, no early termination fee will be charged.
- If you want to cancel during a renewal term, no 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 based on the utility's tariffs.

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

- We may choose to give you a renewal offer, but there are no guarantees the price will stay the same.
- If we decide to offer a renewal, we will notify you two times. We will send the first notice at least 45 days, and no more than 90 days, before the end of this agreement. We will send the second notice at least 35 days before the end of this agreement. We'll provide the rate and terms of the new offer.
- This agreement will automatically renew for up to 6 additional months at the new offer price until the agreement is canceled by either you or Duke Energy Retail. You may decide to take or leave any renewal offer but, if you don't tell us otherwise, **the agreement can be renewed by us, without your affirmative consent, even if we are changing the price or any other terms.**
- At the end of any renewal term, this agreement may again be renewed the same way.
- Whenever you switch back to the utility, you may or may not be served under the same rates, terms, and conditions that apply to other customers of the utility.



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

- 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, 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.

**Questions?**

- To reach Duke Energy Retail: [DukeEnergyRetail@duke-energy.com](mailto:DukeEnergyRetail@duke-energy.com) or 1-877-331-3045 (8 a.m. to 5 p.m., Eastern Time). Our mailing address is: Duke Energy Retail, 139 East Fourth Street, EX 320, Cincinnati, Ohio 45202.
- If your complaint is not resolved after you have called your electric supplier and/or your electric 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) from 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 customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.pickocc.org>.

**Eligibility**

- In the event you sign up under the incorrect rate classification, we have the option to either, 1) terminate your contract or 2) correct the rate classification and charge you as a customer under the correct rate classification.

**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 Duke Energy Retail).
- 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 electricity needs, or enroll for service from another supplier, if available.
- Warranties and Damages – There are no warranties associated with this offer or the electricity 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.
- The environmental disclosure information can be found on our website at: [www.DukeEnergyRetail.com](http://www.DukeEnergyRetail.com).
- 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 Duke Energy Retail 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, or assigning this contract to another CRES provider.

Duke Energy Retail is an affiliate (a related company) of Duke Energy, an electric utility.

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Summary: Application Renewal Application for Certification as an electric governmental aggregator electronically filed by Ms. Brenda G Coffey on behalf of Village of North Bend