

First Reading: June 6, 2013
Second Reading: Dispensed

RESOLUTION NO. 2013 - 128

A RESOLUTION APPROVING A CONTRACT FOR GAS AGGREGATION, DISPENSING WITH THE SECOND READING, AND DECLARING AN EMERGENCY

WHEREAS, the Board of Township Trustees of Sycamore Township wishes to enter into a contract for natural gas aggregation with Integrys Energy Services – Natural Gas, LLC under its natural gas aggregation program; and

NOW THEREFORE, BE IT RESOLVED, by the Board of Township Trustees of Sycamore Township, State of Ohio:

SECTION 1. The Board hereby approves a contract with Integrys Energy Services – Natural Gas, LLC for continuing its natural gas aggregation program in a form substantially the same as that attached hereto as Exhibit A.

SECTION 2. The Township Administrator is hereby authorized and directed to execute the contract with Integrys Energy Services – Natural Gas, LLC on behalf of the Board.

SECTION 3. The Township Administrator is further authorized and directed to sign all documents and agreements necessary in order for Sycamore Township to be obtain natural gas to fulfill the needs of Township participants

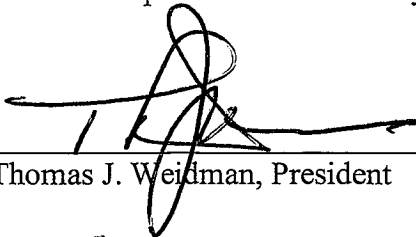
SECTION 4. The Trustees of Sycamore Township, upon at least a majority vote, dispense with the requirement that this Resolution be read on two separate days, and hereby authorize the adoption of this Resolution upon its first reading.

SECTION 5. Upon the unanimous vote of the Sycamore Township Trustees, this Resolution is hereby declared to be an emergency measure necessary for immediate preservation of the public peace, health, safety or welfare of Sycamore Township. The reason for the emergency is to provide for an adequate, timely supply of natural gas for the Township natural gas aggregation program.


VOTE RECORD:

Mr. Bishop AYE Mr. Connor AYE Mr. Weidman AYE

PASSED at the meeting of the Board of Township Trustees this 6th day of June, 2013.



Thomas J. Weidman, President




Cliff W. Bishop, Vice President



Dennis W. Connor, Trustee


AUTHENTICATION

This is to certify that this Resolution was duly passed, and filed with the Sycamore Township Fiscal Officer, this 6th day of June, 2013.



Robert C. Porter, III
Sycamore Township Fiscal Officer

APPROVED AS TO FORM:



R. Douglas Miller, Law Director



Automatic Aggregation Program Agreement
Between
IntegrYS Energy Services – Natural Gas, LLC
And
Sycamore Township, OH

This Automatic Aggregation Program Agreement, is entered into as of this _____ day of _____, 2013 (“Agreement”), by and between the Board of Trustees of Sycamore Township, OH (“Township”), a political subdivision of the State of Ohio, pursuant to the authority of Resolution No. _____, and IntegrYS Energy Services – Natural Gas, LLC (“IntegrYS”), a Delaware limited liability company with its principal place of business at 1716 Lawrence Drive, De Pere, Wisconsin 54115, hereinafter referred to individually as a (“Party”) or collectively as the (“Parties”).

WITNESSETH

WHEREAS, pursuant to 4929.26 of the Ohio Revised Code, the Township desires to aggregate automatically and arrange for competitive retail natural gas service for the retail natural gas loads located within its jurisdictional boundaries; and

WHEREAS, the Parties desire to establish the rights and obligations of the Parties with respect to aggregating the natural gas load located within the applicable jurisdictional boundaries and making competitive retail natural gas service available to that load (the “Program”).

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

**ARTICLE 1
TERM**

1.1 **Term of Agreement.** This Agreement shall be effective upon execution by the Parties and shall continue for thirty-six (36) months, provided however, if the Township and IntegrYS agree to a Price for a Delivery Period that extends beyond thirty-six (36) months, then this Agreement shall be extended to the latest meter read date included in such Delivery Period as set forth in such Confirmation. The Township and IntegrYS will, with good faith effort, endeavor to reach a mutual agreement as to Price, which will be reflected on a Confirmation, similar to Attachment 1-A. Notwithstanding the foregoing, in the event that the Parties do not agree on a Price within two years from the date of execution of this Agreement, then this Agreement will be deemed terminated.

**ARTICLE 2
TOWNSHIP’S PERFORMANCE**

2.1 **Purchasing Agent**

2.1.1 The Township, as Governmental Aggregator, as defined in Ch 4929.01(K) of the Ohio Revised Code, shall:

- (a) identify IntegrYS as the exclusive supplier for the aggregated load (the “Aggregation”);

- (b) oversee the enrollment procedures (aka 'Opt-Out requirements') set forth in Ch 4929.26(D);
- (c) facilitate the provision of supply to the Aggregation; and
- (d) negotiate the Price(s) confirmed between the Parties on a Confirmation.

- 2.1.2 The Township will assist Integrys in obtaining all available customer data and historical usage information regarding the Eligible Participants, as that group and the data may change from time to time, including executing the appropriate documentation to enable Duke Energy-Ohio (the "Utility") to release such information directly to Integrys from time to time during the term of this Agreement. The "Eligible Participants" are those customers whose load is eligible for the Aggregation pursuant to 4929.26 of the Ohio Revised Code, but excluding those customers enrolled in the Percentage of Income Payment Plan Program as prescribed in 4901:1-18-02(B)-(G) and 4901:1-18-04(B) of the Ohio Administrative Code (i.e. PIPP customers).
- 2.2 **Governmental Aggregator Designation.** The Township shall maintain the requisite authority under 4929.26 of the Ohio Revised Code as an aggregator for the provision of competitive retail natural gas service for the term of this Agreement.

ARTICLE 3 INTEGRYS' PERFORMANCE

- 3.1 **Terms of Service.** The terms of service between each participant in the Aggregation and Integrys shall be set forth in the contract between them, substantially in the form attached hereto as Attachment 1. The Price for specific Delivery Periods shall be mutually agreed upon by Integrys and the Township and either set forth below or confirmed on a Confirmation, identifying both the Price and the specific Delivery Period.
- 3.1.1 The Parties agree that the initial Delivery Period is anticipated to begin with enrollments occurring in August, 2013 and continue to the August, 2014 meter read dates. For the Delivery Period, Integrys agrees to offer two pricing alternatives, unless otherwise agreed upon by the Parties in writing, the Locked-In Price with Flex Down OpportunitySM Rate and a Monthly Variable Rate as set out below. Eligible Participants will be instructed to contact Integrys Energy through its toll free number to select the Monthly Variable Rate. If they do not indicate a preference or decline participation, the Eligible Participant will receive the Locked-In Price with Flex Down OpportunitySM Rate.

The Monthly Variable Rate is based on the Market Price plus a Delivery Adder as determined by Seller for the initial Delivery Period.

The Locked-In Price with Flex Down OpportunitySM Rate establishes a price cap with the opportunity for lower prices in a falling market. The Locked-In Price with Flex Down OpportunitySM Rate is calculated based on a formula including a Delivery Adder as determined by Seller and the sum of the weighted average "Market" prices when locked. The Locked-In Price with Flex Down OpportunitySM Rate may change monthly based on current Market Prices. Each month the cap is in effect, Integrys will compare the cap to the then-current weighted average Market Price for the remainder of the Delivery Period and may adjust the monthly price to account for a downward or upward pricing trend within the Delivery Period, however the price with the Locked-In Price with Flex Down OpportunitySM Rate will never exceed the cap during the time period for which the cap has been set. The Township understands that a price cap may not be in effect for the entire Delivery Period. When no price cap is in effect the Rate will be the Monthly Variable Rate unless otherwise agreed upon.

The "Delivery Adder" is based upon several factors, including, but not limited to: the monthly market price for transportation to the point of delivery, shrinkage, Btu adjustment and pooling fees.

The "Market Price" is a price at which the relevant months' natural gas futures contract traded on the New York Mercantile Exchange.

An agreement to fix or convert the commodity component price and thereby establish a Price for the second term will follow the procedure set forth in subsection 3.1.2.

- 3.1.2 **Establishing a Price.** The Township Administrator for Township shall submit a written price request to Integrys, similar to the form attached hereto as Attachment 2. If Integrys agrees to the price as requested, then Integrys shall return a Confirmation indicating its agreement. The Township acknowledges that its submission of a written price request is not a commitment by Integrys to provide the requested price to the Aggregation, unless a Confirmation, similar to Attachment 1-A, is executed and delivered by Integrys to the Township indicating same. Any such Confirmation, along with the applicable written price request, shall be attached to and form a part of this Agreement.
- 3.2 **Enrollment.** Integrys, in consultation with the Township representatives, shall prepare the required enrollment notices (or "Opt-out Notices"). Integrys shall make arrangements to deliver the notices to all Eligible Participants and shall perform the activities related to implementing the enrollment process. All expenses directly incurred by Integrys with respect to the enrollment process (i.e. printing, mailing, data entry) shall be borne by Integrys.
- 3.2.1 **Initial Enrollment Period.** Integrys shall initiate the enrollment process for the initial Enrollment Period no later than August 31, 2013, unless otherwise agreed by the Parties. An "Enrollment Period" is a twenty-one day period during which Eligible Participants may affirmatively indicate their desire not to participate in the Aggregation (or "Opt-out"). All Eligible Participants who do not Opt-out will be automatically enrolled in the Aggregation.
- 3.2.2 **Beyond the Initial Enrollment Period.** After the expiration of the initial Enrollment Period Integrys may allow other eligible potential participants to join the Aggregation through various methods, including without limitation direct contact between an individual potential participant and Integrys via telephone or Integrys' website, and/or en masse through the offering of subsequent Enrollment Periods. Participants who join the Aggregation other than during an Enrollment Period, which corresponds to a specific Delivery Period and Confirmation between the Township and Integrys, may pay a different rate than those who join during an Enrollment Period.
- 3.3 **Service Inquiries.** Integrys shall establish a toll free telephone number to answer general information requests, billing questions and other customer service inquiries for the Aggregation participants. (All emergency, gas leaks or other disruption concerns should continue to be directed to the Utility.)
- 3.4 **Market Information.** When discussing pricing alternatives, Integrys may provide information and/or analyses of alternatives available to the Aggregation regarding energy commodities, related transactions for supply, and other energy market information. Integrys shall be deemed to have provided only information, and/or analyses of potential alternatives available to the Aggregation, and the Township shall make all decisions independently. Integrys has not and shall not be deemed to have made or given any representations, warranties, guarantees or assurances as to the actual or perceived outcomes and/or any other effects, adverse or beneficial, relating to this Agreement or any Confirmation. Integrys has not acted and shall not be deemed to have acted, in any capacity as an agent or fiduciary for the Township in connection with this Agreement or any Confirmation.

For the avoidance of doubt, the Township and Integrys acknowledge that the Parties previously entered into a Consulting Service Agreement to facilitate the certification of the Township as a Governmental Aggregator. The Township and Integrys acknowledge and agree that the relationship established under the Consulting Services Agreement terminated as of June 26, 2009, which is evidenced by the Township's certification as a Governmental Aggregator, which occurred as of June 26, 2009.

- 3.5 **Natural Gas Aggregation Plan of Operation and Governance.** Integrys will conduct all of its operations and activities consistent with the Township's Natural Gas Aggregation Plan of Operation and Governance, provided the Township provides Integrys with notice of any changes it makes to the Township's Natural Gas Aggregation Plan of Operation and Governance in a manner that allows Integrys to adjust the administration or operation of the Program accordingly.

ARTICLE 4 PUBLICITY AND TERMINATION

- 4.1 **Consumer Education.** Integrys will assist the Township in developing a consumer education plan concerning natural gas deregulation and the Program. The Township and Integrys will, where practicable, provide consumer education messages that are consistent with the messages from the Utility and the statewide consumer education program.
- 4.2 **Press Releases.** The Parties agree to joint review and approval prior to issuance of all media press releases regarding this Agreement. Approval of press releases will not be unreasonably withheld.
- 4.3 **Program Endorsement.** The Township and Integrys shall cooperate in disseminating information to all Eligible Participants concerning the Program and the Township's endorsement of the Program. Information related to pricing and other contractual terms related to participation in the Aggregation is subject to review and approval by Integrys. Similarly, any use of the Township's official seal for advertising or promotional purposes is subject to review and approval by the Township. Upon mutual agreement of the Parties, the Parties may utilize Township resources for advertising, promotion and consumer communications of the Township's selection of Integrys as the Township's sole preferred supplier for the Aggregation Program. The Township warrants that it will not take any action (written, verbal, or otherwise) to advise and/or encourage participants to exit the Aggregation, provided however, nothing in the preceding clause shall prohibit the Township from making factual statements in response to inquiries about the Aggregation or the Program.
- 4.4 **Termination.** This Agreement may be terminated early: (1) if either Party is in material breach of this Agreement, as provided for in Section 4.4.2, provided notice of the default is given by the non-defaulting Party to the defaulting Party and the default is not cured within thirty days as set forth in 4.4.3 or (2) upon the occurrence of a Regulatory Event, as provided for in Section 4.4.4 and 4.4.5. For the avoidance of doubt, in the event that this Agreement is terminated after enrollment begins for the Aggregation, termination of this Agreement shall not impact Integrys' obligations to serve Aggregation participants pursuant to the terms and conditions of the contract between them.
- 4.4.1 **Defaults and Remedy**
- 4.4.2 **Default.** If either Party fails to comply with any of the material terms or conditions of this Agreement and such failure is not excused as Force Majeure, such Party shall be in default.
- 4.4.3 **Remedies.** If such default continues for a period of thirty (30) days after written notice thereof is given by the non-defaulting Party, then the non-defaulting Party may, at its option, terminate this Agreement at any time after the expiration of such thirty (30) day period without prejudice to any rights and remedies of the non-defaulting Party by providing written notice of termination to the defaulting Party.
- 4.4.4 **Regulatory Event**

The following will constitute a "Regulatory Event":

- (a) **Illegality.** It becomes unlawful for a Party to perform any obligation under this Agreement due to the adoption of, change in, or change in the interpretation of any applicable law by any judicial or government authority with competent jurisdiction.
- (b) **Adverse Government Action.** A regulatory, legislative or judicial body (A) requires a material change to the terms of this Agreement that materially and adversely affects a Party or (B) takes action that adversely and materially impacts a Party's ability to perform, or requires a delay in the performance of this Agreement that either Party determines to be unreasonable or (C) orders a change or modification that affects the Program such that either Party's obligations hereunder are materially changed, and the change is not deemed a Force Majeure.
- 4.4.5 **Notice, Negotiation, and Early Termination.** Upon the occurrence of a Regulatory Event, the adversely affected Party shall give notice to the other Party that such event has occurred. Within thirty (30) days, or such other period as the Parties may agree in writing, the Parties will enter into good

faith negotiations to amend or replace this Agreement so that the adversely affected Party is restored as nearly as possible to the economic position it would have been in but for the occurrence of the Regulatory Event. If the Parties are unable to agree upon an amendment to the Agreement, within the prescribed time after entering into negotiations, the adversely affected Party shall have the right, upon ten (10) days prior written notice, to terminate this Agreement.

ARTICLE 5 **LIMITATION OF LIABILITY**

- 5.1 **DISCLAIMER.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, INTEGRYS MAKES NO WARRANTIES HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 5.2 **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY UNDER THIS CONTRACT FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES CONNECTED WITH OR RESULTING FROM PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER SUCH CLAIMS ARE BASED UPON BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE OF ANY DEGREE), STRICT LIABILITY, CONTRACT, OPERATION OF LAW OR OTHERWISE.

ARTICLE 6 **MISCELLANEOUS**

- 6.1 **Entire Agreement.** This Agreement including all Attachments, Transaction Confirmations, and fully executed amendments, constitute the entire Agreement and understanding between the Parties with respect to the services, which are included herein. All prior written and verbal agreements and representations with respect to these services are merged into and superseded by this agreement.
- 6.2 **Amendment.** All amendments or modifications to this Agreement must be made in writing and signed by both Parties before they become effective.
- 6.3 **Non-Assignability.** This Agreement shall not be transferred or assigned by either Party without the express authorization of the other Party, which shall not be unreasonably withheld, provided however, with notice to the Township, Integrys may assign this Agreement to an affiliate, Integrys Energy Services – Natural Gas, LLC remains liable for Integrys' obligations hereunder.
- 6.4 **Method of Notification.** Any notices, requests or demands regarding the services provided under this Agreement shall be properly given or made upon receipt, if delivered by overnight or next day mailing/courier service to the address shown below. If delivered by facsimile, any such document shall be considered delivered on the business day the facsimile is sent, provided the sender has evidence of a successful transmission on that day, and provided further that the successful transmission occurred prior to 5:00 pm eastern prevailing time. If the facsimile is successfully transmitted after 5:00 pm eastern prevailing time, then the notice shall be deemed received on the next business day. Each Party shall direct notices, requests or demands to the other Party using the following address:

Notices to Integrys:
Contract Administration
Integrys Energy Services – Natural Gas, LLC
1716 Lawrence Drive
De Pere, WI 54115
Telephone: (920) 617-6067

Notices to Township:
Director of Law
Sycamore Township, OH
8540 Kenwood Rd.
Sycamore Township, OH 45236
Telephone:(513) 791-8447

Facsimile: (920) 617-6070

Facsimile:(513) 792-8564

With a copy to:

Mike Welch
Integrus Energy Services – Natural Gas, LLC
1716 Lawrence Drive
De Pere, WI 54115
Telephone: (920) 617-6044
Facsimile: (920) 617-6070

Bruce Raabe
Township Administrator
8540 Kenwood Road
Sycamore Township, OH 45236
Telephone:(513) 791-8447
Facsimile:(513) 792-8564

- 6.5 **Waivers.** No failure or delay on the part of either Party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.
- 6.6 **Applicable Law and Choice of Venue.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Ohio without regard to principles of conflict of laws.
- 6.7 **Reports, Analysis, and Products.** All reports, data aggregations and analysis, pricing products, templates for communications with Eligible Participants and/or the Aggregation and ideas, and other information generated by Integrus as part of this Agreement remain the sole and exclusive property of Integrus. The Township may use all such information furnished by Integrus for its internal use, but only in furtherance of the Program.

ARTICLE 7
REPRESENTATIONS AND WARRANTIES

- 7.1 **Mutual Representations and Warranties.** Each Party represents and warrants to the other Party, as of the date of this Agreement, that:
- (a) It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation, and if relevant under such laws, in good standing;
 - (b) It has the corporate, governmental and/or other legal capacity, authority and power to execute, deliver and enter into this Agreement and any other related documents, and perform its obligations under this Agreement, and has taken all necessary actions and made all necessary determinations and findings to authorize such execution, delivery and performance;
 - (c) The execution, delivery and performance of this Agreement does not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets; and
 - (d) It has reviewed and understands this agreement.

The Parties agree to comply with all federal, state, and local laws, regulations, licensing, and disclosure requirements.

- 7.2 **Additional Representations.** The Township hereby further represents to Integrus, as of the date of this Agreement, that:

- (a) The Township's execution and delivery of this Agreement, and its performance of its obligations hereunder, are in furtherance, and not in violation, of the municipal purposes for which the Township is organized pursuant to its authorizing statutes and regulations;
- (b) This Agreement does not constitute any kind of investment by the Township that is proscribed by any constitution, charter, law, rule, regulation, government code, constituent or governing instrument, resolution, guideline, ordinance, order, writ, judgment, decree, charge, or ruling to which the Township (or any of its officials in their respective capacities as such) or its property is subject;
- (c) The Township has all regulatory authorizations necessary for it to legally perform its obligations under the Agreement and no consents of any other party and no act of any other governmental authority is required in connection with the execution, delivery and performance of the Agreement;
- (d) With respect to the Agreement, all acts necessary to the valid execution, delivery and performance of the Agreement, including without limitation, competitive bidding, public notice, election, referendum, prior appropriation or other required procedures have or will be taken and performed as required under all relevant federal, state and local laws, ordinances or other regulations with which Township is obligated to comply. The Township Administrator is duly authorized to submit written pricing requests as set forth herein;
- (e) The Township is not relying on any representations, other than those set forth in Section 7.1, in entering into this Agreement; and
- (f) The Township is capable of assessing the merits and understanding the terms, conditions and risks of each energy, energy services, and/or related contracts that it enters into or chooses not to enter into, and prior to deciding whether to enter into any such arrangement and/or agreement, and in making such decision, the Township independently assesses the merits of such decision, and understands the terms, conditions and risks of such arrangement and/or agreement.

IN WITNESS WHEREOF, the Parties have duly executed this agreement to be effective on the date first written above. The Parties agree that signatures transmitted by facsimile are acceptable and binding for execution of this Automatic Aggregation Program Agreement.

Integrus Energy Services – Natural Gas, LLC:

Board of Trustees of Sycamore Township, OH:

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to Form:

Date: _____

ATTACHMENT 1 – TERMS AND CONDITIONS

The Name of City/Township/Village, pursuant to the aggregation authority conferred upon it by Ballot Issue No. _____, which passed by a majority of the vote on [date] and [Resolution/Ordinance]No. _____, selected Integrys Energy Services – Natural Gas, LLC (“Seller”) to supply the aggregation and to administer enrollments as described below. **IF YOU DO NOT WISH TO PARTICIPATE, YOU MUST OPT-OUT BY RETURNING THE POSTCARD POSTMARKED NO LATER THAN _____ OR BY CALLING OUR TOLL FREE NUMBER (_____) BY _____.** You, the account holder (also referred to as “Buyer”) for the account referenced on the letter accompanying this Opt Out Notice (the “Account”), and Seller agree to the following terms and conditions (the “Agreement”).

1. Enrollment: Enrollment is automatic for those who are eligible, but participation is voluntary. **IF YOU DO NOT WISH TO PARTICIPATE, YOU MUST OPT-OUT BY RETURNING THE POSTCARD POSTMARKED NO LATER THAN [date] OR BY CALLING OUR TOLL FREE NUMBER BY [date].**

Eligibility: To be eligible for automatic aggregation, Buyer and the Accounts to be served (i) must be located within the jurisdictional boundaries of _____ and the Utility, (ii) may not be under contract with another competitive supplier, (iii) may not be a mercantile customer or a PIPP customer (Percentage of Income Payment Plan program customers), and (iv) must be in good credit standing with the Utility.

Rescission Period: Upon Buyer’s successful enrollment, the Utility will send Buyer a letter confirming the transfer of service. Buyer may cancel its enrollment without penalty within seven (7) business days of the postmark date of that letter (“Rescission Period”) by contacting the Utility in writing or by telephone as noted in that letter.

2. Delivery Period: Service shall begin on your first meter read occurring after the close of the 21-day Enrollment Period that runs [date] to [date]. Service shall continue at the Price noted herein until [date]. Prior to the end of the initial Delivery Period, Seller shall provide Buyer notice of any changes to the terms and conditions of this Agreement that apply to service during the next Delivery Period. If renewal is indicated in the expiration notice, service will renew at the terms stated in the renewal notice unless Buyer affirmatively terminates the Agreement upon the expiration as provided in the notice. Buyer shall have the opportunity to opt-out of the Aggregation at least every two years without penalty.

3. Supplier’s and Utility’s Role: Seller agrees to sell to Buyer and deliver to the Utility, and Buyer agrees to purchase from Seller and receive from the Utility, Buyer’s full requirements of natural gas for the accounts listed on the Enrollment Notice (“Accounts”). The Utility will deliver the natural gas to the Accounts and shall invoice and collect Seller’s charges. Seller does not impose credit or deposit requirements. The Utility’s billing and payment procedures shall apply in accordance with the applicable tariff, including but not limited to, the Utility’s right to assess late payment fees and to disconnect gas service for past due charges. The Utility or Seller may terminate your service under this Agreement for non-payment with at least fourteen (14) days written notice. Seller may cause the Utility to correct previous invoices in the event of invoicing errors. Buyer should contact the Utility in the event of a natural gas emergency.

4. Price: To Be Determined

The Price includes all gas supply costs to the Utility and some pass-through charges from the Utility to the burnertip, including, but not limited to, btu factor and shrinkage. If the pass-through charges from the Utility increase, or if new charges are approved by a governmental agency with jurisdiction and passed through, or if existing tariff charges are administered differently and the pass-through charges from the Utility increase, the Price will increase accordingly. There are no recurring or nonrecurring supplier charges that are billed in addition to the Price. A switching fee may apply under the terms of the Utility’s tariff. **Seller shall not charge You separately for any switching fees.** The Price does not include Taxes (as defined below) or Utility distribution charges.

5. Taxes: Buyer is responsible for all state and local sales, use, revenue, gross receipts, commercial activity, excise and/or ad valorem tax (collectively, “Taxes”) and shall reimburse Seller if Seller is required to remit such Taxes in connection with this Agreement. Tax exempt customers wishing to participate are requested to please send their most recent tax exempt certificate on or before [date] to: Integrys Energy Services – Natural Gas, LLC, 1716 Lawrence Drive, De Pere, WI 54115 or fax to 920-272-4244. Be sure to note the Name of City _____ Aggregation Program on the certificate. Integrys Energy Services – Natural Gas, LLC will not charge sales tax starting with the date the certificate is received.

6. Customer Information: Seller will not request a deposit or investigate your credit history to establish service. Except as is otherwise provided in the Ohio Administrative Code, Seller shall not disclose Buyer’s account number(s) without (i) Buyer’s affirmative written or electronic authorization, which shall comply with applicable law, or (ii) pursuant to a court order or by PUCO order or rule. Seller shall not disclose Buyer’s social security number without (i) Buyer’s affirmative written or electronic authorization or (ii) pursuant to a court order or by PUCO order or rule. Upon request of Buyer, Seller will provide up to 24 months of Buyer’s payment history without charge.

7. Termination; Remedies: (a) This Agreement will automatically terminate or Buyer may terminate the Agreement without penalty if (i) the requested service location is not served by the Utility or (ii) Buyer, or the applicable Account being served, moves outside the Utility service area or to an area not served by Seller.

(b) This Agreement will terminate upon written notice, but without penalty to Buyer if, (i) competitive retail natural gas service is no longer available due to a change in regulation, tariff, or law, or (ii) Seller defaults, which includes, an unexcused failure to deliver natural gas

under the terms of this Agreement.

(c) An "Early Termination" shall occur if this Agreement is terminated (i) by Buyer to select a different price or rate plan after the Rescission Period but prior to the end of the Delivery Period, or for any other reason other than those listed in (a)-(b) above or (ii) by Seller due to Buyer's default, which includes a failure to pay or an unexcused failure to receive natural gas under the terms of this Agreement. In the event of an Early Termination, Seller may charge a termination fee of \$25.00. Buyer agrees to pay Seller for Early Termination within ten (10) calendar days of the invoice date to the payment address noted on the invoice, or as otherwise agreed upon by Buyer and Seller. No termination fee is due if Buyer is on the Monthly Variable Rate, remains a customer of Seller, but selects a different Rate Plan. If Buyer returns to the Utility after the Rescission Period, Buyer may not be served on the same rates, terms and conditions that apply to the Utility's Standard Service Offer.

8. **Limitations:** ALL NATURAL GAS SOLD HEREUNDER IS PROVIDED "AS IS", AND SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT, WHETHER IN AGREEMENT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES.

9. **Force Majeure:** Except for Buyer's obligation to pay Seller timely, neither Party shall be liable to the other for failure to perform an obligation if such failure was caused by any event beyond the reasonable control of the non-performing party, that could not be remedied by the exercise of due diligence and that was not reasonably foreseeable, including without limitation, acts of God, interruption of utility service, terrorist acts or wars, force majeure events of the Utility. Seller may return Buyer to Utility service upon notification of a Force Majeure event preventing performance.

10. **Questions, Complaints and Concerns:** Buyer may contact Seller (i) by calling 24 hours per day, 7 days per week at _____, by visiting www.integrysenergy.com/ _____; or (ii) by writing us at 1716 Lawrence Dr., De Pere, WI 54115. Seller will attempt to resolve all customer complaints in a timely manner and will respond to all complaints within 3 business days of receipt. If Buyer's complaint is not resolved after Buyer has called Seller, or for general utility information, residential and business customers may contact the PUCO for assistance at 1-800-686-7826 (toll-free), or for TYY toll free at 1-800-686-1570, from 8am to 5pm weekdays, or visit the PUCO website at www.puco.ohio.gov or as otherwise specified by PUCO. Residential customers may also contact the Ohio Consumers' Counsel ("OCC") for assistance with complaints and utility issues at 1-877-742-5622 from 8am to 5pm weekdays, or visit www.pickocc.org.

11. **Miscellaneous:** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. Subject to regulatory approvals and notice from Seller, Seller may assign this Agreement without Buyer's consent. Buyer may assign this Agreement only with Seller's consent. This Agreement constitutes the entire agreement between the Parties, superseding all verbal and written understandings.

ATTACHMENT 1-A

CONFIRMATION

This Confirmation, together with the City's Price Request, are made a part of, and are pursuant to the terms of the Automatic Aggregation Program Agreement entered into between Integrys Energy Services – Natural Gas, LLC and _____ (the "City"). This Confirmation confirms the pricing noted below as requested on the Price Request submitted by the City on _____. The City should notify Integrys as soon as practicable (and in any case within two business days) if the terms below do not accurately reflect the City's request.

Delivery Period:

Price:

The Price includes all gas supply costs to the Utility and some pass-through charges from the Utility to the burnertip, including, but not limited to, btu factor and shrinkage. If the pass-through charges from the Utility increase, or if new charges are approved by a governmental agency with jurisdiction and passed through, or if existing tariff charges are administered differently and the pass-through charges from the Utility increase, the Price will increase accordingly. There are no recurring or nonrecurring supplier charges that are billed in addition to the Price. The Price does not include Taxes (as defined below) or Utility distribution charges. Each Aggregation participant is responsible for state and local sales, use, revenue, gross receipts, commercial activity, excise and/or ad valorem tax (collectively, "Taxes") and shall reimburse Integrys if Integrys is required to remit such Taxes in connection with the participant's purchase of natural gas .

Definitions:

Integrys Energy Services – Natural Gas, LLC

By: _____

Name:

Title:

Date:

Attachment 2

PRICE REQUEST

Pursuant to the terms of Automatic Aggregation Program Agreement by and between _____ (the "City") and Integrys Energy Services – Natural Gas, LLC the City hereby requests a price for the Aggregation as described below.

DELIVERY PERIOD: the first meter read date in _____ through the _____ meter read date.

PRICE:

Definitions:

The Price includes all gas supply costs to the Utility and some pass-through charges from the Utility to the burnertip, including, but not limited to, btu factor and shrinkage. If the pass-through charges from the Utility increase, or if new charges are approved by a governmental agency with jurisdiction and passed through, or if existing tariff charges are administered differently and the pass-through charges from the Utility increase, the Price will increase accordingly. There are no recurring or nonrecurring supplier charges that are billed in addition to the Price. The Price does not include Taxes (as defined below) or Utility distribution charges. Each Aggregation participant is responsible for state and local sales, use, revenue, gross receipts, commercial activity, excise and/or ad valorem tax (collectively, "Taxes") and shall reimburse Integrys if Integrys is required to remit such Taxes in connection with the participant's purchase of natural gas.

Price Request Expiration:

This request shall expire _____, unless confirmed by Integrys or cancelled by the City in writing prior to that date and time.

The City of _____ acknowledges that its submission of this request is not a commitment by Integrys to provide the requested Price to the City of _____ Government Aggregation unless a Confirmation is returned by Integrys to the City of _____ indicating same.

_____, OH
By: _____
Name:
Title:
Date: