



Public Utilities Commission

16

PUCO USE ONLY - Version 1.07		
Date Received	Renewal Certification Number	ORIGINAL GAG Case Number
		02 - 1655 - GA-GAG

RENEWAL CERTIFICATION APPLICATION OHIO NATURAL GAS GOVERNMENTAL AGGREGATORS

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

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

SECTION A - APPLICANT INFORMATION

A-1 Renewal Applicant information:

Legal Name City of Toledo
Address One Government Center, Suite 2250, Toledo, OH 43604
Telephone No. 419-254-1893 Web site address www.ci.toledo.oh.us
Current PUCO Certificate Number 02-031G Effective Dates 09/24/2012 - 09/24/2014

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PUCO

A-2 Contact person for regulatory or emergency matters:

Name Leslie A. Kovacik Title Counsel for City of Toledo
Business Address 420 Madison Avenue, Fourth Floor, Toledo, OH 43604-1219
Telephone No. 419-245-1893 Fax No. 419-245-1853 Email Address leslie.kovacik@toledo.oh.gov

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

Name Leslie A. Kovacik Title Counsel for City of Toledo
Business address 420 Madison Avenue, Fourth Floor, Toledo, OH 43604-1219
Telephone No. 419-245-1893 Fax No. 419-245-1853 Email Address leslie.kovacik@toledo.oh.gov

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

Customer service address 420 Madison Avenue, Fourth Floor, Toledo, OH 43604-1219
Toll-Free Telephone No. 1-877-444-7427 Fax No. 419-245-1853 Email Address leslie.kovacik@toledo.oh.gov

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.

Technician

[Signature]

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The Public Utilities Commission of Ohio is an Equal Opportunity Employer and Service Provider

DATE PROCESSED JUL 25 2016

SECTION B - APPLICANT AUTHORITY AND AGGREGATION PROGRAM INFORMATION

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED

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

Applicant Signature and Title

[Signature] Senior attorney

Sworn and subscribed before me this

20th

day of

July

Month

2016

Year

[Signature]

Signature of official administering oath

Andrea Stokes, Program Mgr.

Print Name and Title

My commission expires on

October 12, 2020



ANDREA R. STOKES
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES 10-12-2020



The Public Utilities Commission of Ohio

Ohio Natural Gas Governmental Aggregation
Affidavit Form
(Version 1.07)

In the Matter of the Application of)

City of Toledo)

for a Certificate or Renewal Certificate to Provide)
Natural Gas Governmental Aggregation Service in)
Ohio.

Case No. 02-1655 -GA-GAG

County of Lucas
State of Ohio

Leslie A. Kovack

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

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

Affiant Signature & Title

[Signature] Senior Attorney

Sworn and subscribed before me this

20th

day of

July

Month

2016

Year

[Signature]

[Signature]

Notary Public Official Administering Oath

Print Name and Title



ANDREA R. STOKES
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES 10-12-2020

My commission expires on

October 12, 2020

(Ohio Natural Gas Governmental Aggregator Renewal) Page 3 of 3

Exhibit B-1

Authorizing

Ordinance/Resolution

City of Toledo

EXHIBIT
B-1
AUTHORIZING
ORDINANCE

ORD. 576-01 Granting authority to the City of Toledo to establish a governmental natural gas aggregation program with opt-out provisions pursuant to Ohio Revised Code section 4929.26; directing the Lucas County Board of Elections to submit a ballot question to the electors of the City of Toledo; authorizing the amendment of the Northwest Ohio Aggregation Coalition agreement; and declaring an emergency.

WHEREAS, the Ohio General Assembly enacted House Bill 9 which authorizes governmental aggregation of natural gas supply services to ratepayers; and

WHEREAS, the legislation permits a municipality to act as an aggregator of the natural gas load of its citizens who have not selected a competitive supplier; and

WHEREAS, the aggregation of natural gas loads may enable Toledo to obtain a favorable price for natural gas that will benefit its citizens; and

WHEREAS, it is necessary to submit the question of whether the City of Toledo shall automatically aggregate and purchase natural gas for customers within the City to a vote of the electorate; and

WHEREAS, if the voters give authority to the City of Toledo to become an opt-out aggregator, the City will adopt a plan of operation and governance and commence aggregation services in conjunction with the other communities of the Northwest Ohio Aggregation Coalition if it is determined that such steps are in the best interest of its citizens; NOW, THEREFORE,

Be it ordained by the Council of the City of Toledo:

SECTION 1. That this Council declares its intention to act as an opt-out aggregator under which the City will automatically aggregate, subject to opt-out procedures, the natural gas loads located within the city limits pursuant to Ohio Revised Code section 4929.26.

SECTION 2. That the Lucas County Board of Elections is directed to submit to the electors of the City of Toledo at the next general election the question of whether or not the City of Toledo shall automatically aggregate and purchase natural gas for the retail loads within the City pursuant to Ohio Revised Code section 4929.26.

SECTION 3. That if a majority of electors of the City of Toledo approve the measure giving the City authority to automatically aggregate and purchase natural gas for the retail loads within the City pursuant to Ohio Revised Code section 4929.26, then the City shall prepare a plan of operation and governance and hold at least two public hearings on the plan.

SECTION 4. That the government aggregation cooperation agreement with the Northwest Ohio Aggregation Coalition be amended to permit the establishment of a governmental gas aggregation program.

SECTION 5. That notice of the adoption of this ordinance shall be given once by publishing the title of the ordinance and an abstract prepared and published in a newspaper of general circulation in the City.

SECTION 6. That the Clerk of Council is hereby directed to immediately certify a copy of this ordinance to the Lucas County Board of Elections.

SECTION 7. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including section 121.22 of the Ohio Revised Code.

SECTION 8. That this ordinance is declared to be an emergency measure and shall be in force and effect from and after its passage. The reason for the emergency lies in the fact that same is necessary for the immediate preservation of the public peace, health, safety and property and for the further reason of putting the natural gas aggregation issue before the voters at the next general election.

Vote on emergency clause: yeas 12, nays 0

Passed: August 21, 2001, as an emergency measure: yeas 12, nays 0.

ATTEST:
MICHAEL J. BEAZLEY
Clerk of Council

PETER UJVAGI
President of Council

Approved: August 22, 2001
CARLETON S. FINKBEINER
Mayor

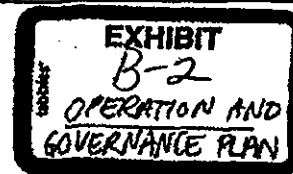
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Exhibit B-2

Operation and

Governance Plan

City of Toledo



CITY OF TOLEDO NATURAL GAS AGGREGATION PROGRAM

PLAN OF OPERATION AND GOVERNANCE

For additional information contact:

Leslie A. Kovacik or Kerry Bruce

City of Toledo Departments of Law and Public Utilities

420 Madison Avenue, Suite 100, Toledo, OH 43604

Telephone: (419) 245.1893 or 245.1829

Fax: (419) 245.1853

Email: [leslie.kovacik](mailto:leslie.kovacik@ci.toledo.oh.us) (or) [kerry.bruce](mailto:kerry.bruce@ci.toledo.oh.us) @ ci.toledo.oh.us

Purpose

The goal of this program is to facilitate additional choices for the supply of natural gas for residential and commercial consumers, pursuant to Ohio Revised Code section 4929. This aggregation program has been developed in accordance with House Bill 9.

The City of Toledo Natural Gas Aggregation Program seeks to aggregate the retail natural gas loads of consumers located in the city to obtain the lowest price for the supply and distribution of natural gas. Participation in the City of Toledo aggregation program is limited to individuals who are not already under contract with an alternative retail natural gas supplier.

This program is voluntary. Every individual has the opportunity to decline to be a member of the aggregation program and to remain with Columbia Gas or to enter into a power supply contract with any other retail natural gas supplier.

Process

The City shall follow the process of governmental aggregation as set out by the Public Utility Commission of Ohio (PUCO).

A municipal corporation may automatically aggregate its residents after passage of an opt-out ordinance, adoption of a Plan of Operation, and approval by a majority of the voters. Toledo has accomplished all of these requirements.

The process will entail selection of a retail natural gas supplier, mailing opt-out notices to eligible customers, generating a list of participants who did not opt out, then transferring the participants to the chosen supplier.

Toledo's Aggregation Program

The Departments of Public Utilities and Law will administer Toledo's aggregation program. These Departments currently administer the electricity aggregation programs, and purchase electricity and natural gas for City facilities. These Departments have expertise in the law and regulations applicable to governmental aggregation as well as considerable experience in contracting with marketers for energy services.

The purpose of the aggregation program is to reduce the amount consumers pay for natural gas. Toledo will not buy and resell the natural gas for the participants of the program. Instead, Toledo will competitively bid and negotiate a contract with a retail natural gas supplier to provide natural gas to the members of the aggregation program.

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Toledo will obtain the list of customers within its boundaries from Columbia Gas either by zip code or by a method provided by the utility. Toledo will have its supplier cleanse the data to ensure that it does not contain customers with alternate suppliers, PIPP customers, any other excludable consumers, and only those who live within the jurisdictional boundary. Toledo will then have its supplier send the opt-out notice to each eligible customer, disclosing the offered price for natural gas along with any applicable contract terms. The opt-out notice will clearly inform customers that they may opt out of the program during the 21-day period following the mailing of the notification, along with instructions on how to opt out. Customers who opt out of the City's aggregation program during this initial notification period will remain with Columbia Gas unless and until the customer chooses an alternative natural gas supplier.

Operation

All necessary technical analysis, competitive procurement of services, regulatory approvals, accounting and fiscal management, contract maintenance, communications, program coordination and administrative support will be professionally provided by existing staff and an energy consultant, as well as the chosen retail natural gas supplier.

Toledo anticipates it will operate its aggregation program(s) in cooperation with the surrounding communities in the Northwest Ohio Aggregation Coalition (NOAC). However, this Plan of Operation pertains only to the City of Toledo and its residents.

Funding

The primary expenses associated with operating this program are printing and mailing costs of the opt-out notices, and fees for an energy consultant. Instead of paying for these costs up front, it shall be Toledo's goal to have the chosen supplier absorb these fees into their offered rates of the program participants.

Notification of customers

All eligible customers in Toledo will receive an opt-out package in the mail. Toledo will adhere to all eligibility requirements of R.C. 4929.26. Essentially, eligible customers cannot be under contract to buy natural gas from an alternate supplier. The notice shall clearly inform customers of the offered rate, and that they have the right to opt out of the Toledo aggregation program within twenty-one days after the mailing of the notice without paying a switching fee. The notice will fully describe how to opt out. After the completion of the opt-out process, the residents who did not opt out will be included in Toledo's aggregation pool.

Customer opt-out

Customers may opt out of the Toledo aggregation program at no charge within the twenty-one day period following the mailing of the notice containing the rates and terms of the aggregation program. Customers who return the required opt-out notice will remain customers of Columbia Gas. Toledo will offer the twenty-one day period during which customers can opt out of the aggregation program without charge at least every two years pursuant to state law.

Customer opt-in

Toledo intends on having its supplier allow customers who move into or within Toledo to opt into the City's aggregation program by calling and voluntarily signing up with the supplier. Toledo will strive to provide these new customers with a rate similar to those who had been in the pool from the beginning. Additionally, Toledo's supplier may obtain a refreshed customer list from Columbia Gas approximately every six months. Toledo's supplier may then send aggregation information to those eligible customers identified on the refresher list. Whether this information is in opt in or opt out format will depend on the negotiated language of the supplier contract. If interim opt outs are to take place; a twenty-one day opt-out will occur in the manner described above.

Disputes

The procedure for handling complaints will be in accordance with the rules set by the PUCO, and handled by the retail natural gas supplier. Dispute resolution provisions will also be in accordance with PUCO regulations. The opt-out package will contain the telephone numbers and websites for the PUCO and the Ohio Consumers Counsel, as well as the supplier's toll-free number.

Toledo's supplier will maintain this toll-free number for all customer-related questions and complaints. Toledo shall require that the personnel assigned to answer these calls be trained and provided with knowledge specific to Toledo's program.

Termination of natural gas supply program

The natural gas supply program may be terminated at the expiration of the supply contract without any extension, renewal or subsequent supply contract being negotiated. Additionally, Toledo may cancel the program early in the event that regulatory proceedings greatly reduce or eliminate consumer savings. In either event, the aggregation pool customers will return to Columbia Gas unless and until they switch to an alternate supplier. Each individual customer receiving natural gas supply

service under the Toledo aggregation program will receive notification of the termination of the program before termination.

Rates

The Department of Public Utilities shall receive proposals from retail natural gas suppliers using a competitive selection process. Bidders will be requested to provide a fixed price, a floating price, a percent off rate, or a combination of the above. If consumers will have the option of choosing between the fixed and floating prices, the opt-out package will contain ample and easy to understand information to aid the consumer in deciding which option best suits their natural gas needs. Toledo will decide which pricing structure(s) to offer based on the bids received, and an analysis of the current and projected market status as well as the bids received.

Billing and Payment

Toledo will continue to have Columbia Gas bill customers using an itemized format approved by the PUCO. Toledo will not become involved in any payment delinquency issues and thus will not require any type of consumer credit or deposit. If Toledo's supplier wishes to pursue payment delinquency issues, details of the supplier's credit and deposit policies will be included in the opt-out package.

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Exhibit B-3 and B-4
Automatic Aggregation
Disclosure
Opt – Out Notice

City of Toledo



LUCAS COUNTY

MAUMEE Ohio



NORTHWEST OHIO AGGREGATION COALITION (NOAC)

November 9, 2015

Dear Natural Gas Consumer,

Your Community Officials have selected Volunteer Energy Services, Inc. (VESI), an Ohio Corporation, to provide you with the opportunity to join with other residents and small commercial customers in the Community's natural gas Government Aggregation Program. Government Aggregation programs allow Community officials to bring together citizens to gain group-buying power for the purchase of natural gas from a retail supplier licensed by the Public Utilities Commission of Ohio. Voters of each NOAC community approved this program as follows: Village of Holland in May, 2002; Lake Township in January, 2004; Lucas County in July, 2001; City of Maumee in November, 2002; City of Northwood in July, 2001; City of Oregon in January, 2002; Village of Ottawa Hills in August, 2010; City of Perrysburg in August, 2001; City of Sylvania in July, 2001; City of Toledo in August, 2001.

You will be automatically enrolled in our community's Natural Gas Government Aggregation Program unless you choose to "opt out" – that is, affirmatively choose not to participate. If you wish to be excluded from the natural gas aggregation program, you must return the enclosed "Opt-Out" form by November 30, 2015. Otherwise, you will be included in the aggregation program. You do not need to do anything to participate. There is no cost for enrollment and you will not be charged a switching fee.

The opt-out aggregation program is for the period of December 2015 through April 2017. For participating members, VESI has offered to provide natural gas at a rate 10% lower than the Columbia Gas SCO adder making your adder \$.1161 per Ccf (100 cubic foot), through March 31, 2016. For the remaining term VESI will continue such savings percentage compared to the new SCO adder rates provided there is no material change in those adders. Regardless of any other factor VESI guarantees its adder will never be higher than the current SCO (exclusive of sales tax) at the burner tip, for the balance of the term which includes billing cycles ending on or before April 30, 2017. If you are ever unhappy with your rate, you may leave the program free of charge at any time. Please refer to the attached Terms and Conditions for full details of this offer.

After you become a participant in the Community's natural gas aggregation program, Columbia Gas will send a letter confirming your selection of VESI as your natural gas provider. As required by law, this letter will inform you of your option to cancel your enrollment with VESI within seven business days of its postmark date. To remain in the Village's government aggregation program, you do not need to take any action when this letter arrives. You will be automatically enrolled.

Columbia Gas of Ohio will always be responsible for ensuring the distribution of natural gas to your premises and will continue to maintain your meter, the monthly reads and the pipelines that deliver natural gas to your home. Your natural gas bill will also continue to come from Columbia Gas of Ohio. The only change you will notice is the name of your new gas supplier, VESI, included on your bill.

If you have any questions, please call VESI toll-free at 1-800-977-8374, Monday through Friday, 8:30 a.m. to 4:00 p.m.

Sincerely, Your Community and Volunteer Energy Services, Inc.

These **ENERGY SUPPLY TERMS AND CONDITIONS** have important information you need to know before you commit to natural gas service from Volunteer Energy Services, Inc. ("VESI"). VESI is an Ohio corporation whose customers include a variety of Ohio natural gas end users. As a supply customer of VESI, you agree to the Terms and Conditions of VESI's natural gas supply contract.

Service Arrangement: VESI's energy supply will be delivered to your residence or facility via the utilities pipeline. [Municipality] has elected VESI's "Savings Program." This program price is guaranteed to be at or below the Columbia Gas SCO price for Columbia Gas for the duration of the Term. Until April 2016, Aggregation Members will receive a ten percent (10%) discount from the current SCO Adder of \$1.29/Mcf. Absent a material deviation from the current SCO adder in future years, Volunteer will continue to serve the program gas at a percentage savings price under the then-current SCO price for the balance of the Term. The initial cost will be Month End NYMEX close plus an Adder of \$1.161/Mcf through March 30, 2016. In addition there are no early termination penalties for Aggregation Members who decide to leave this offer during the Term. Upon acceptance by the utility company the cost will be Month End NYMEX month end close plus and Adder of \$1.161/Mcf through March 30, 2016. This rate includes \$0.002 per Ccf administrative consulting fee arising from your Community's oversight of the program.

Term: The term of this Agreement shall commence when accepted by VESI and shall continue through April, 2017 unless otherwise cancelled by either party. Natural gas service will begin within 60 days of acceptance by Columbia Gas. You may terminate this Agreement with VESI by providing a 30-day notice in writing to VESI or by telephone. Columbia Gas will continue to deliver VESI-supplied natural gas to your home at the agreed upon rate

Office Locations and Hours: VESI's offices are located at 790 Windmill Drive, Pickerington, Ohio 43147 and are open from 8:30 A.M. to 4:00 P.M. E.S.T. Monday through Friday. VESI can be reached by telephone at (614) 856-3128 or toll free at 800-977-8374 option 1. Telephone service hours are from 8:30 A.M. to 4:00 P.M. E.S.T., Monday through Thursday. E-mail address is cmunn@volunteerenergy.com

Bill Payment Process: Columbia Gas of Ohio will continue to bill you monthly for their delivery services and also for VESI's natural gas supplies. Should you fail to pay the bill or fail to meet any agreed upon payment arrangement, Columbia Gas may terminate your service in accordance with its company tariffs, and this agreement with VESI may be automatically terminated. If VESI is providing billing services, VESI may terminate this agreement with fourteen (14) days' notice for failure to pay the bill or failure to meet any agreed upon payment arrangements.

Complaint Dispute Resolution: If you have any complaints regarding your natural gas service or your monthly bill, please contact us at 1-800-977-8374. Upon request, VE will provide to you up to twenty-four months of your payment history without charge. If your complaint is not resolved after you have called VE, 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 7-1-1 (Ohio relay service). Additionally, the Ohio consumers' council (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>

Amendment to Agreement: VESI may amend VESI's Supply Agreement from time to time upon approval from your community. Any amendments made would not take effect for a minimum of thirty (30) days and you will receive thirty (30) days written notice at members - service address. Notice of any such change is public information and may be announced by any one of or variation of the following methods: local newspaper press release, local radio station announcement, written communications to participants or update on your community's website.

Emergency Service Problems: If you become aware of a gas emergency condition, or experience an unanticipated loss of gas service, you should contact the utility at the number listed on your gas bill.

Credit: If VESI is performing billing services, other than for operation, maintenance, assignment and transfer of your account or, for commercial collection, VESI will not disclose your account number without your affirmative written or electronic authorization or pursuant to a court or commission order. Additionally, if billing, other than for the purposes of credit checking and credit reporting, VESI will not disclose your social security number without your affirmative written consent or pursuant to a court order.

Termination/Rescission of Agreement: You may rescind your natural gas supply enrollment with Columbia Gas of Ohio within seven (7) days of the post mark date of the confirmation notice from Columbia Gas. After the initial seven (7) day period, either you or VESI may terminate the contract at any time by providing the non-terminating party thirty (30) days written notice of such termination, without penalty. You will remain responsible for all natural gas consumed by you prior to the actual cessation of services. If your supply contract with VESI is terminated, your natural gas supply will automatically be provided by the utility under its standard tariff unless or until you choose another supplier. If you voluntarily terminate participation in the Community's natural gas governmental aggregation program, you may be charged a price other than the Columbia Gas regulated sales service rate. **There will be no early termination fees associated with the Community's program.** This agreement will automatically terminate upon the occurrence of any of the following: (1) the requested service location is not served by Columbia Gas; (2) you move outside the Columbia Gas service area or to an area not served by VESI; or (3) VESI terminates your supply agreement and returns you to the incumbent natural gas company. You have the right to terminate this agreement, without penalty, for any reason at any time.

Program Compliance: The utility's deregulation program is subject to the ongoing jurisdiction of the PUCO. If the PUCO cancels the program, this contract is rendered void with no penalty to either party. The laws of the State of Ohio will govern this agreement.

VESI's fixed rate excludes utility charges and taxes. Service is subject to enrollment processing timelines as determined by your local utility and VESI's aforementioned Terms and Conditions of Service. To be eligible to participate in the aggregation, you must: (1) have a residence or business located in the NOAC; (2) be eligible to receive natural gas from Columbia Gas of Ohio; (3) meet Ohio non-mercantile requirements; (4) be current with your natural gas payments or payment arrangements; (5) not be enrolled in the PIPP program; and (6) currently not taking supply service from another natural gas marketer. If you believe you received this letter in error as you are not located in the NOAC, please contact VESI to remove your account from our aggregation list.

P.S. Remember to return the opt-out form only if you do not want to participate in the Community's Governmental Aggregation program.

OPT OUT FORM FOR THE NOAC GOVERNMENTAL AGGREGATION PROGRAM

I wish to opt out of the NOAC Governmental Aggregation Program
Service Address: _____

Phone Number: _____ Account Number: _____

Printed Name: _____ Date: _____

Account holder's signature: _____

Mail by November 30, 2015 to: NOAC Governmental Aggregation Program, 790 Windmill Drive, Pickerington, Ohio 43147

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Exhibit B-5

Experience

City of Toledo



TOLEDO'S ENERGY EXPERIENCE

NATURAL GAS

The City of Toledo has been purchasing natural gas for its largest facilities from gas brokers since the late 1980s. Toledo currently has 22 facilities using more than 2,000 MCF annually that are part of the transport gas purchasing program. Toledo is in the process of switching suppliers, from Enron to Proliance Energy. The most recent bid process used both paper and electronic format.

Since the inception of the Columbia Gas Customer Choice program, the City has also purchased gas for its remaining 77 facilities that use less than 2,000 MCF annually. This gas is purchased through Palmer Energy, an energy consultant, who contracts with various gas marketers.

ELECTRICITY

The City has negotiated special rate contracts with Toledo Edison for its streetlights and for its water/wastewater facilities. Both the street lighting rates and the water/wastewater facility rates negotiated by the City have been codified as tariffs by Toledo Edison applicable to all customers in the Toledo Edison service territory.

For its City buildings, Toledo independently applied for and was awarded an allocation of MSG. Presently, AES is delivering this MSG to Toledo's municipal buildings.

Finally, the City is successfully operating an opt-out residential, aggregation program for electricity. Additionally, it is in the process of implementing an opt-out commercial aggregation program for electricity. The commercial program should be underway within a few weeks. FES is the CRES supplier for both of these programs.