



October 11, 2017

Docketing Division
Public Utilities Commission of Ohio
180 East Broad St.
Columbus, Ohio 43215-3793

**RE: Natural Gas Governmental Aggregator Application — The Village of Mingo Junction,
Jefferson County**

CASE# 17-2100-GA-GAG

The Village of Mingo Junction is pleased to submit its application for natural gas governmental aggregator. The original application notarized and signed by an authorized official.

Material provided for review:

- Application for Governmental Aggregations and Affidavit
- Exhibit B-1 Authorizing Ordinance reflecting voter authorization;
- Exhibit B-2 Plan of Operation and Governance;
- Exhibit B-3 Automatic Aggregation Disclosure
- Exhibit B-4 Opt-Out Notice
- Exhibit B-5 Experience

Should you have any questions or additional needs, please call me at (614) 425.4885.

Sincerely,

Scott R. Belcastro
Principal
614.425.4885
scott@electricsuppliers.org



Public Utilities Commission

PUCO USE ONLY - Version 1.07		
Date Received	Case Number	Certification Number
	17-2001 - GA-GAG	

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 Applicant information:

Note: If filing as a township or village, please include the name of the County where the township or village is located in the applicant name. For example, Miami Township, Hamilton County

Legal Name Village of Mingo Junction, Jefferson Co., OH.

Address 501 Commercial Street, Mingo Junction, OH, 43938

Telephone No. 740-535-1263

Web site address www.mingojtn.us

Current PUCO Certificate Number

Effective Dates

County Jefferson

A-2 Contact person for regulatory or emergency matters:

Name Scott Belcastro

Title Consultant / Principal

Business Address 1216 Lexington Ave., Ste. 301, Mansfield, OH., 44907

Telephone No. 614.425.4885

Fax No. 614.417.0410

Email Address scott@naturalgassuppliers.org

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

Name Scott Belcastro

Title Consultant / Principal

Business address 1216 Lexington Ave., Ste. 301, Mansfield, OH., 44907

Telephone No. 614.425.4882

Fax No. 614.417.0410

Email Address scott@naturalgassuppliers.org

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

Customer service address 1216 Lexington Ave., Ste. 301, Mansfield, OH., 44907

Toll-Free Telephone No. 877-861-2772

Fax No. 614.417.0410

Email Address sales@naturalgassuppliers.org

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.

 Village Administrator
Applicant Signature and Title

Sworn and subscribed before me this 22ND day of SEPTEMBER Month 2017 Year


Signature of official administering oath

Kimberly Crugnale Notary
Print Name and Title

My commission expires on



Kimberly Crugnale
Notary Public - Ohio
Jefferson County
My Commission Expires
May 8, 2022



The Public Utilities Commission of Ohio

Ohio Natural Gas Governmental Aggregation
Affidavit Form
(Version 1.07)

In the Matter of the Application of)

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

Case No. 17.2001 -GA-GAG

County of JEFFERSON
State of OHIO

Ben Smith

[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

Ben Smith

Village Administrator

Sworn and subscribed before me this

22ND

day of

SEPTEMBER

Month

2017

Year

Kimberly Crugnale

Official Administering Oath
Kimberly Crugnale

KIMBERLY CRUGNALE Notary
Print Name and Title

Notary Public - Ohio

My commission expires on

MAY 8 2022

Jefferson County

My Commission Expires

MAY 8, 2022

(Ohio Natural Gas Governmental Aggregator) Page 3 of 3



EXHIBIT B-1

AUTHORIZING ORDINANCE

ORDINANCE 2015-11

AN ORDINANCE AUTHORIZING ALL ACTIONS NECESSARY
TO EFFECT A GOVERNMENTAL NATURAL GAS AGGREGATION
PROGRAM WITH OPT-OUT PROVISIONS PURSUANT TO SECTION
4929.26 OF THE OHIO REVISED CODE, DIRECTING THE JEFFERSON
COUNTY BOARD OF ELECTIONS TO SUBMIT A BALLOT QUESTION
TO THE ELECTORS AND DECLARING AN EMERGENCY.

Whereas, the Ohio Legislature has enacted natural gas deregulation legislation which authorizes the legislative authorities of municipal corporations, townships and counties to aggregate the retail natural gas loads located within the respective jurisdictions and to enter into service agreements to facilitate for those loads the purchase and sale of natural gas ("Governmental Aggregation"); and

Whereas, Such legislative authorities may exercise such authority jointly with any other legislative authorities; and

Whereas, Governmental Aggregation provides an opportunity for residential and small business consumers to participate collectively in the potential benefits of natural gas deregulation through lower natural gas rates which would not otherwise be available to those natural gas customers individually; and

Whereas, this Council seeks to establish a Governmental Aggregation program with opt-out provisions pursuant to Section 4929.26 of the Ohio Revised Code (the "Aggregation Program") for the residents, businesses and other natural gas consumers in the Village.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Village of Mingo Junction, Ohio, with two-thirds (2/3) of all 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 natural gas consumers located within the corporate limits of the Village to establish this Aggregation Program in the Village. Provided that the Aggregation Program is approved by the electors of the Village pursuant to Section 2 of this Ordinance, the Village is hereby authorized to automatically aggregate, in accordance with Section 4929.26 of the Ohio Revised Code, the retail natural gas loads located within the Village, and, for that purpose, to enter into service agreements to facilitate for those loads the purchase and sale of natural gas. The Village may exercise such authority jointly with any other municipal corporation, township or county or other political subdivision of the State of Ohio to the full extent permitted by law. The aggregation will occur automatically for each person owning, occupying, controlling or using an natural gas 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 Jefferson County is hereby directed to submit the following question to the electors of the Village at the general election on November 3, 2015:

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

The Clerk of this Council is instructed to immediately file a certified copy of this Ordinance and the proposed form of the ballot question with the County Board of Election not less than ninety (90) days prior to the general election. The Aggregation Program shall not take effect unless approved by a majority of the electors voting upon this Ordinance and the Aggregation Program provided for herein at the election held pursuant to Section 2 and Section 4928.26 of the Ohio Revised Code.

Section 3: Upon approval of a majority of the electors voting at the primary election provided for in Section 2 of this Ordinance, this Council, individually or jointly with any other political subdivision, may develop a plan of operation and governance for the Aggregation Program. Before adopting such plan, this Council shall hold at least two public hearings on the plan. Before the first hearing, notice of the hearings shall be published once a week for two consecutive weeks in a newspaper of general circulation in the Village. The notice shall summarize the plan and state the date, time and place of each hearing. No plan adopted by this Council shall aggregate the natural gas load of any natural gas load center within the Village unless it, in advance, clearly discloses to the person owning, occupying, using or controlling the load center that the person will be enrolled automatically in the Aggregation Program and will remain so enrolled unless the person affirmatively elects by a stated procedure not to be so enrolled. The disclosure shall state prominently the rates, charges, and other terms and conditions, of enrollment. The stated procedure shall allow any person enrolled in the Aggregation Program the opportunity to opt-out of the program at least every three years, without paying a switching fee. Any such person that opts-out of the Aggregation Program pursuant to the stated procedure shall default to the standard service offer provided under division (a) of Section 4328.35 of the Ohio Revised Code until the person chooses an alternative supplier.

Section 4: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council and that the deliberations of this Council and any of its committees that resulted in such formal meetings were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 5: This Ordinance is hereby declared an emergency measure necessary for the immediate preservation and shall be of the public peace, health and safety of the Village and the inhabitants thereof and for further reasons 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 Jefferson County Board of Elections not later than ninety days prior to the November 3, 2015 election, as provided herein; wherefore provided it receives the affirmative vote of at least four members elected or appointed to Council, it shall take effect immediately upon its passage and approval by the Mayor, otherwise it shall take effect and be in force at the earliest period allowed by law.

Passed: 06/23/, 2015

Mayor

John R. Falvo

Attest:

Village Clerk

John Angelica

CERTIFICATION OF PUBLICATION

Pursuant to Ohio R.C. Section 731.24 and 731.25 copies of the above Ordinance were posted in the following five places on the following dates:

Municipal Building

U.S. Post Office

Mingo Market

Mingo Jct. Sr. Cit. Center

Indian Village Apartments

Commercial St.

Commercial St.

Battle Run Rd.

Commercial St.

Ravine St.

Mingo Jct., Ohio

Mingo Jct., Ohio

Mingo Jct., Ohio

Mingo Jct., Ohio

Mingo Jct., Ohio

Attest:

Village Clerk

Michael Magruder

Date:

06/23/, 2015

EXHIBIT B-2

OPERATION AND GOVERNANCE PLAN



**MINGO JUNCTION VILLAGE
NATURAL GAS
GOVERNMENTAL AGGREGATION
PROGRAM**

***OPERATION AND GOVERNANCE
PLAN***

Prepared by:



Adopted on September 19th, 2017

I. Overview

In November 2015, a majority of voters authorized Mingo Junction Village (Village) to create a form of natural gas governmental aggregation known as “opt-out” aggregation and to create an opt-out natural gas governmental aggregation program (Aggregation Program) as provided under Section 4929.26 of the Ohio Revised Code. Under the opt-out Aggregation Program, all eligible natural gas consumers within the Village's limits will be automatically included in the Aggregation Program initially. However, all consumers will be given the opportunity to opt out of or decline participation in the Aggregation Program as detailed herein. Additionally, Participants who leave the Aggregation Program and wish to return, consumers who affirmatively choose to participate in the Aggregation Program, and consumers who move into the Village after the initial opt-out period will be afforded the opportunity to enroll in the Aggregation Program on an opt-in basis.

The purpose of the Aggregation Program is to represent local consumer interests in emerging competitive natural gas markets by combining natural gas needs within the Village's limits and negotiating affordable, reliable natural gas supplies and other related services on behalf of local consumers. The Village may pursue this purpose individually or in cooperation with other legislative authorities.

Many small commercial and residential natural gas consumers lack the knowledge, expertise, and bargaining power to effectively negotiate gas supply rates and services. A governmental aggregation program provides these consumers with an option for expert representation and the bargaining power of a larger, more diverse consumer group that may be more attractive to suppliers, allowing them to effectively participate in the competitive process and achieve the benefits of retail natural gas competition.

The Aggregation Program is designed to combine natural gas requirements in order to obtain the best natural gas supply rate available for those who participate in the Aggregation Program, and to gain other favorable economic and non-economic terms in supply agreements. The Village and its Consultant, Trebel LLC, will not buy and resell natural gas, but will act as agents for the Aggregation Program, representing the collective interests of the consumers in the Village to establish the terms and conditions for service. Through a negotiation process, the Village and its Consultant will develop a contract with a Competitive Retail Natural Gas Services Provider (CRNGS Provider) or Providers for firm, all-requirements natural gas service. The contract will run for a fixed term.

The Aggregation Program covers the natural gas supply portion only of a Participant's natural gas bill. The natural gas utility, Columbia Gas of Ohio (Columbia), will continue to deliver natural gas to Aggregation Program Participants' homes and businesses through its natural gas utility functions regulated by the Public Utilities Commission of Ohio (PUCO). Aggregation Program Participants should continue to call Columbia if they

experience an issue with their natural gas service or if they have billing questions. The PUCO will continue to oversee natural gas safety and reliability service standards.

II. Process

Under an opt-out aggregation program, each eligible consumer within the Village's boundaries initially will be automatically included in the Aggregation Program on a non-discriminatory basis. However, prior to actual enrollment, each consumer for whom natural gas rates, terms, and conditions have been negotiated will receive a notice from the Village detailing the Aggregation Program's rates, terms, and conditions.

Each consumer will then have a 21-day period to opt out of or decline to participate in the Aggregation Program without additional fees charged. Consumers opting out of the Aggregation Program will remain on Columbia's Standard Choice Offer until such time as they select an approved CRNGS Provider. If the term of the Aggregation Program is longer than two years, a similar opt-out period will be offered every two years during which time consumers can leave the Aggregation Program without paying an early termination fee or penalty.

Participants who leave the Aggregation Program and wish to return, consumers who affirmatively choose to participate in the Aggregation Program, and consumers who move into the Village after the initial opt-out period will be afforded the opportunity to enroll in the Aggregation Program on an opt-in basis. However, the Village cannot guarantee rates, terms, and conditions to consumers enrolling in the Aggregation Program after the initial 21-day opt-out period. Opt-in Participants enrolling in the Aggregation Program will execute a contract with the selected CRNGS Provider delineating the rates, terms, and conditions prior to being placed into the Aggregation Program. Consumers may contact the Village's Consultant or CRNGS Provider to obtain current enrollment information and applicable contract.

Participants who relocate within the Village's limits and retain the same natural gas account number will be allowed to continue in the Aggregation Program at their new location under the same terms and conditions as at their former location, provided the utility rate classification is the same at both locations, and subject to any switching fees imposed by the utility.

The Village, through its Consultant, will negotiate a contract with a CRNGS Provider to implement and operate the Aggregation Program. Contracts for natural gas supply and other related services will be negotiated, recommended, and monitored for compliance by the Village's Consultant on behalf of local consumers.

The Village developed this Plan of Operation and Governance in compliance with Ohio law regarding governmental aggregation programs and opt-out governmental aggregation of natural gas consumers.

After adoption of this Plan of Operation and Governance by resolution or ordinance pursuant to Section 4929.26 of the Ohio Revised Code, the Village will file such Plan with the PUCO and will likewise maintain its certification as a governmental aggregator with the PUCO and its registration as a governmental aggregator with the applicable natural gas utility.

III. Plan of Operation and Governance

A. Definitions

1. **Aggregation:** Combining the natural gas requirements of multiple customers for the purpose of supplying or arranging for the supply of competitive retail natural gas service to those customers.
2. **Aggregation Program Manager or Consultant:** The individual or company retained by the Village to oversee the operation and management of the Village's Aggregation Program.
3. **Competitive Retail Natural Gas Service (CRNGS):** A component of retail natural gas service that is deemed competitive under the Ohio Revised Code or pursuant to an order of the PUCO. This includes, but is not limited to, the services provided by competitive retail natural gas service providers, marketers, aggregators, and governmental aggregators.
4. **Competitive Retail Natural Gas Service Provider (CRNGS Provider):** A person or entity certified by the PUCO and registered with natural gas utility which supplies or offers to supply competitive natural gas supply/service over a natural gas utility's transmission and/or distribution system.
5. **Consumer:** Any person or entity that is an end user of natural gas and is connected to any part of the applicable natural gas utility's transmission or distribution system within the Village's boundaries.
6. **Delivery Charge:** Charge imposed by the natural gas utility for delivering natural gas to a consumer's home or business. The charge includes meter reading, billing, maintaining system reliability and responding during emergencies and outages.
7. **Distribution:** The delivery of natural gas to a consumer's home or business through a natural gas utility's infrastructure and other equipment. Natural gas utilities' distribution system operations are regulated by the PUCO.

8. **Natural Gas Supply Charge:** All charges related to the supply of natural gas by the CRNGS Provider.
9. **Governmental Aggregator:** An incorporated Village or city, Village, or county acting as an aggregator for the provision of a CRNGS under authority conferred by Section 4929.26 of the Ohio Revised Code.
10. **Ohio Consumers' Counsel (OCC):** OCC was established by the Ohio Legislature in 1976 to represent the interests of Ohio's residential utility customers served by investor-owned utilities in proceedings before the PUCO, other regulatory agencies, and in the courts.
11. **Participant:** An eligible consumer enrolled in the Village's Aggregation Program.
12. **Public Utilities Commission of Ohio (PUCO):** The state agency charged with assuring that all residential and business consumers have access to adequate, safe, and reliable utility services at fair prices, while facilitating an environment that provides competitive choices.
13. **Standard Choice Offer:** The natural gas service a consumer will receive from its default natural gas service provider if the customer does not choose a CRNGS Provider.

B. Aggregation Program Management

Due to the complexity of the natural gas utility industry, the Village has entered into an Energy Management and Consulting Agreement with the Consultant to provide the necessary expertise to represent the Village's interests in legislative and regulatory matters and to serve as the Aggregation Program Manager. Such services may include, but are not limited to, overall management of the Aggregation Program, facilitating consumer enrollment and the opt-out process, assisting with consumer education, addressing consumer questions and concerns, providing reports on program operation, negotiating CRNGS Provider contracts, providing analysis and review of the Village's natural gas service usage and costs, and providing consulting services to aggregate and procure natural gas and/or related services, products, and accounts, and representing the Village in dealings with CRNGS Providers, the Ohio Legislature, the PUCO, and the OCC.

The CRNGS Provider's rates will include an administrative fee, which shall be paid to the Village or its Consultant to fund the implementation and administration of the Village's Aggregation Program, including consulting fees. The administrative fee may be adjusted annually to cover the Village's cost of administering the program.

Oversight of the Aggregation Program will be the responsibility of the Village's Consultant, in consultation with the Village. The Consultant, in consultation with the Village, will have the authority to develop specifications for the Aggregation Program. The CRNGS Provider will work under the direction of the Consultant with the advice and counsel of the Village.

C. Selection of a CRNGS Provider and Contract

Neither the Village nor its Consultant will buy and resell natural gas to Aggregation Program Participants. The Village, through its Consultant, will negotiate with potential CRNGS providers to provide affordable, reliable natural gas supply, and other related services on behalf of local consumers. The Village will consider cooperating with other governmental aggregators if it appears beneficial to do so.

Through a negotiation process driven by its Consultant, the Village will develop a contract with a CRNGS Provider or Providers for firm, all-requirements service. Each Aggregation Program Participant shall be individually bound by the terms and conditions found in the opt-out notice and the contract and shall be solely responsible for payment and performance. The Village will contract only with a CRNGS Provider that possesses, at a minimum, the following criteria:

1. Is certified as a CRNGS Provider by the PUCO;
2. Is registered with the applicable natural gas utility;
3. Has entered into a service or supply agreement with the applicable natural gas utility as established by the PUCO;
4. Will maintain a database of Aggregation Program Participants, which will include all necessary information for the CRNGS Provider, Village, and Consultant to serve and manage the Aggregation Program;
5. Meets standards of creditworthiness established by the Village at the Village's discretion;
6. Has or has arranged for a customer call center capable of effectively handling Participants' questions, concerns and disputes in a timely manner using a toll-free telephone number;
7. Holds the Village harmless from any financial obligations arising from offering natural gas and/or related services to Aggregation Program Participants; and
9. Will assist the Village and its Consultant with the filing of reports required by Ohio law and the PUCO.

The CRNGS Provider's contract will run for a fixed term and contain all pricing, charges, switching fees, etc. in clear and easily understandable terms.

The Village will require any CRNGS Provider to disclose any subcontractors that it uses in fulfillment of the services described herein.

D. Natural Gas Supply Charges

E.

The Village, through its Consultant, will aggregate natural gas requirements within the Village's applicable boundaries (including Village facilities if appropriate) and negotiate mutually agreeable pricing, terms, and conditions of service with the CRNGS Provider for affordable, reliable natural gas supplies and other related services on behalf of Participants. The Village may pursue this purpose individually or in cooperation with other entities. CRNGS Providers will supply information on natural gas supply charges by utility customer rate classification or other appropriate pricing category as approved by the Village. All natural gas supply charges will be fully and prominently disclosed in consumer enrollment materials, the opt-out notice, and will be subject to approval by the Village.

F. Columbia's Regulated Customer Classifications and Rates

The natural gas utility, Columbia, assigns customer rate classifications, character of service, and associated regulated rates subject to PUCO-approved tariffs. In addition to the CRNGS Provider's supply charges, consumers will continue to be billed for the natural gas utility's service and delivery charges. Although the Village may participate in regulatory proceedings and represent the interests of consumers regarding these regulated rates, it cannot assign or alter customer rate classifications.

It is the intention of the Village to offer its Aggregation Program to all eligible customers for which the CRNGS Provider can offer potential savings and/or other benefits compared to the natural gas utility's avoidable costs or price to compare.

G. Developing the Pool of Eligible Accounts

The Village or its Consultant shall request the natural gas utility to provide current customer information for all customers within the Village's boundaries. The provided information shall include the following:

- Customer name;
- Customer service address;
- Customer billing address;
- Natural gas utility customer account number;
- Natural gas utility rate code;
- Natural gas utility PIPP code;
- Customer usage data;

- Whether or not a customer has a present contract with a CRNGS Provider; and
- Whether or not a customer has a special service contract with the natural gas utility.

From this information, the Village, its Consultant, and the CRNGS Provider will develop the pool of customers eligible to participate in the Aggregation Program, for which the CRNGS Provider can offer potential savings and/or other benefits

H. Initial Consumer Notification and Enrollment

After contract approval by the Village and its Consultant, the CRNGS Provider will work with the Village, its Consultant, and the natural gas utility to identify all eligible consumers within the Village's boundaries.

All eligible consumers will be notified in writing of the rates, charges, and other terms and conditions of participation in the Aggregation Program and that they will be automatically enrolled in the Aggregation Program unless they opt out of, or decline participation in, the Aggregation Program. Consumers will be given 21 days from the postmark date of the opt-out letter in which to notify the Village that they wish to opt out of, or decline participation in, the Aggregation Program without penalty fees. Consumers opting out of the program will remain on the applicable utility's Standard Choice Offer until such time as they select an approved CRNGS Provider.

Consumers may opt out of the Aggregation Program by returning a post card or form, by calling a toll free number, or by other means as provided in the opt-out letter.

After the initial 21-day opt-out period has elapsed, all eligible consumers who have not notified the Village of their desire to opt out of the Aggregation Program will be enrolled automatically by the CRNGS Provider at the earliest date practicable. No other affirmative steps will be required of consumers in order to be included in the Aggregation Program as Participants.

Consumers ineligible to participate in the Aggregation Program include those customer accounts that are located outside the Village's boundaries, customers who are already in contract with a CRNGS provider, nonresidential customers who qualify as "mercantile customers" under PUCO rules, Percentage of Income Payment Plan (PIPP) consumers or consumers taking service under a similar or successor program, and consumers whose accounts are not current with their present natural gas utility, as appropriate. The aggregation of PIPP customers is under the direction of the State of Ohio.

Eligible consumers enrolled in the Aggregation Program by the CRNGS Provider will receive a letter from their natural gas utility notifying them of their

enrollment. Consumers will have seven calendar days to notify the natural gas utility of any objection to their enrollment in the Aggregation Program. The applicable natural gas utility will notify the CRNGS Provider of consumer objections or any reason that a consumer was not enrolled in the Aggregation Program and the CRNGS Provider will maintain a list of customers who have opted out under the Aggregation Program rules.

The CRNGS Provider will report to the Village the status of the Aggregation Program enrollment on at least a quarterly basis.

I. Leaving the Aggregation Program

In addition to the initial opt-out period described above, each Participant will be given an opportunity to opt out of the Aggregation Program every two years without paying an early termination fee or penalty as required by law and PUCO rules. Consumers who choose to opt out of the Aggregation Program at any time other than during the initial 21-day opt-out period or during subsequent opt-out periods offered by the Village may be subject to an early termination fee and may not be served under the same rates, terms, and conditions that apply to other customers served by the natural gas utility.

Any consumer who opts out of the Aggregation Program during the initial opt-out period or subsequent opt-out periods will be returned to their natural gas utility's Standard Choice Offer until such time as the consumer selects another approved CRNGS Provider.

J. CRNGS Provider Responsibilities

The CRNGS Provider will build and maintain a database of all Aggregation Program Participants. The database will include the name, address, utility service identification number, and other pertinent information as agreed upon by the Village, Consultant, and the CRNGS Provider. Such information may include the CRNGS Provider's account number (if different from utility account number), rate code, rider code (if applicable), most recent 12 months of natural gas consumption, and meter reading cycle. The Aggregation Program database will be updated at least quarterly. The Village and/or its Consultant will have the right to access information in the database for purposes of auditing.

The CRNGS Provider will provide and maintain the required computer system to effectively process Aggregation Program enrollments, opt outs, billing, etc., with the applicable natural gas utility.

The CRNGS Provider will provide a local or toll-free telephone number for Participant questions or concerns about enrollment, opt-out provisions, billing, and other Aggregation Program issues.

The CRNGS Provider will develop internal controls and processes to help ensure that the Village remains in good standing as a governmental aggregator that complies with all laws, rules, and regulations regarding the same as they may be periodically amended.

K. New and Returning Participants

Participants who leave the Aggregation Program and wish to return, consumers who affirmatively choose to participate in the Aggregation Program, and consumers who move into the Village after the initial opt-out period will be afforded the opportunity to enroll in the Aggregation Program on an opt-in basis. However, the Village cannot guarantee rates, terms, and conditions to consumers enrolling in the Aggregation Program after the initial 21-day opt-out period. Opt-in Participants enrolling in the Aggregation Program will execute a contract with the selected CRNGS Provider delineating the rates, terms, and conditions prior to being placed into the Aggregation Program. Consumers may contact the Village's Consultant or CRNGS Provider to obtain current enrollment information and applicable contract.

Participants who relocate within the Village limits and retain the same natural gas utility account number will be allowed to continue in the Aggregation Program at their new location under the same terms and conditions as at their former location, provided the natural gas utility rate classification is the same at both locations, and subject to any switching fees imposed by the consumer's natural gas utility. The CRNGS Provider will comply with all local, state and federal rules and regulations regarding discontinuing service to Aggregation Program Participants.

L. Billing

At this time, the Village plans to utilize the applicable natural gas utility's consolidated billing service in which each consumer account receives one bill itemizing the CRNGS Provider's natural gas supply charges and the natural gas utility's delivery and other PUCO-approved charges. The billing statement will be consistent with applicable PUCO rules and regulations. The Village will consider other billing options, including CRNGS Provider consolidated or dual billing, if and when they become available and if it appears advantageous to do so.

M. Questions and Concerns

The Aggregation Program only impacts natural gas supply. The applicable natural gas utility will continue to deliver the natural gas purchased through the Aggregation Program to Participants' homes and businesses through its transmission and distribution system.

Participants with questions or concerns regarding service delivery or safety, such as a service problem or the odor of gas, should continue to contact Columbia. Meter reading or other billing questions should also be directed to Columbia. Questions regarding Aggregation Program enrollment and opting out should be directed to the CRNGS Provider. Any other general questions regarding the Aggregation Program should be directed to the Village's Consultant.

Question or Concern	Contact	Phone Number
Service interruption or safety concern	Natural gas utility-- Columbia Gas of Ohio	1-800-344-4077
Connect/disconnect service	Natural gas utility-- Columbia Gas of Ohio	1-800-344-4077
Meter reading/billing	Natural gas utility-- Columbia Gas of Ohio	1-800-344-4077
Enrollment in or opting out of Aggregation Program	CRNGS Provider OR Village's Consultant, Trebel LLC	1-888-XXX-XXXX 1-877-861-2772
Aggregation Program Questions or Concerns	Village's Consultant, Trebel LLC	1-877-861-2772
Unresolved disputes	PUCO	1-800-686-7826 (voice) 1-800-686-1570 (TDD)

N. Reliability and Indemnification of Consumers

Natural gas service reliability is essential to Aggregation Program Participants. The Village will strive to provide high-quality service and reliability through provisions of the CRNGS Provider contract, through traditional proceedings related to your natural gas utility's regulated transmission and distribution services, and through direct discussions with your natural gas utility concerning specific or general problems related to quality and reliability of its transmission and distribution system.

If for any reason a CRNGS Provider fails to provide uninterrupted service, the Village and its Consultant will attempt to acquire an alternative natural gas supply. If this attempt fails, Participants will default to the applicable natural gas utility's Standard Choice Offer. In no case will Participants be without natural gas as a result of the CRNGS Provider's failure to provide the supply of natural gas. The Village and its Consultant will seek to minimize this risk by contracting only with reputable CRNGS Providers that have demonstrated reliable service. The Village, through its Consultant, also intends to include conditions in its CRNGS Provider contract that will indemnify Participants against risks or problems with natural gas supply service.

O. Participant Rights

All Aggregation Program Participants shall enjoy the protections of law afforded to consumers as they currently exist or as they may be amended from time to time. These include rights to question billings or service quality or service practices. All consumers shall also enjoy the individual right to decline participation in the Aggregation Program subject to the terms and conditions contained herein.

All Aggregation Program Participants will be treated equitably. They will be guaranteed the rights to raise and resolve disputes with the CRNGS Provider, be provided all required notices and information, and always retain the right to opt out of the Aggregation Program or switch suppliers subject to the terms and conditions contained herein.

All consumers within the Village's boundaries shall be eligible to participate in the Aggregation Program on a non-discriminatory basis, subject to the terms and conditions described herein, Ohio law, PUCO rules and regulations governing natural gas service, and the applicable natural gas utility's approved tariffs.

Service under the Aggregation Program shall be available to all eligible customer classes. CRNGS Provider contracts shall also contain non-discrimination provisions to ensure the equitable treatment of all customer classes.

Low-income consumers shall remain subject to all provisions of Ohio law and PUCO rules and regulations as they may be amended from time to time regarding their rights to return to the applicable natural gas utility's Standard Choice Offer and participation in the Aggregation Program.

P. Participant Responsibilities

Aggregation Program Participants are subject to the same standards and responsibilities as other natural gas consumers, including payment of billings and access to metering and other equipment necessary to carry out utility operations.

Q. Termination of the Aggregation Program

The Aggregation Program may be discontinued upon the termination or expiration of the CRNGS Provider contract without any extension, renewal, or subsequent contract being executed. In the event of Aggregation Program termination, each Participant will receive written notification of the termination at least 60 days prior to such program termination and will have the option to return to the applicable natural gas utility's Standard Choice Offer or select another approved CRNGS Provider.

EXHIBIT B-3
AUTOMATIC AGGREGATION DISCLOSURE

&

EXHIBIT B-4
OPT-OUT NOTICE

July, 15, 2014

Government Entity Natural Gas Government Aggregation Program with XYZ Supplier

Dear Government Entity Resident,

Government Entity is providing you with the opportunity to join with other residents to save money on the natural gas you use. Savings are possible through a concept called government aggregation, where Township officials bring together citizens to gain group-buying power for the purchase of natural gas from a retail supplier certified by the Public Utilities Commission of Ohio. Township voters approved this program in May 2014.

During the past few months, we have researched options for competitive natural gas pricing for you. We have chosen XYZ Supplier (XYZ SUPPLIER), an Ohio based corporation to provide you with natural gas for the term of October 2014 through September 2015.

You will be automatically enrolled in the Township's Natural Gas Governmental Aggregation Program unless you choose to "opt out"—that is, affirmatively choose not to participate. If you wish to be excluded from the program you must return the enclosed "Opt-Out" form by July XX, 2014. Otherwise, you will be included in the aggregation program. If you do not opt out at this time, you will receive a notice at least once every 2 years asking if you wish to remain in the program. However, you do not need to do anything to participate. There is no cost for the enrollment and you will not be charged a switching fee.

XYZ SUPPLIER has offered to provide natural gas to Aggregation Members at a monthly variable rate equal to: the NYMEX month end close plus either (1) a guaranteed XX% off Columbia Gas SCO adder, or (2) a guaranteed XX% off Vectren's SCO adder, depending on which utility services your property. In addition there are no early termination penalties if you decide to leave this offer.

After you become a participant in the Townships' natural gas aggregation program, Columbia or Vectren, as applicable, will send a letter confirming your selection of XYZ SUPPLIER as your natural gas provider. As required by law, this letter will inform you of your option to cancel your enrollment with XYZ SUPPLIER within seven business days of its postmark date. To remain in the Townships' government aggregation program, you don't need to take any action when this letter arrives. You will be automatically enrolled.

Columbia or Vectren, as applicable, 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 lines that deliver natural gas to your home. Your natural gas bill will also continue to come from Columbia or Vectren. The only change you'll notice is savings and the name of your new gas supplier, XYZ SUPPLIER, included on your bill.

If you have any questions, please call XYZ SUPPLIER toll free at 1-800-XXX-XXXX, Monday through Friday, 8:30 a.m. to 4:30 p.m.

Regards

Government Entity Trustees

President, XYZ Supplier

Address
Supplier web address

OPT-OUT FORM – RESIDENTIAL NATURAL GAS GOVERNMENTAL AGGREGATION PROGRAM**Option 1: Do nothing and save.**

If you want to participate in this program and save, you do not need to return this form. Your enrollment is automatic.

OR**Option 2: Opt out by returning this form.**

If you do not want to participate in this program and save, you must return this form before the due date.

☐

I wish to opt out of my community's natural gas savings program. (Check box to opt out.)

Service address (City, state and zip): _____

Phone number: _____

Account holder's signature: _____ Date: _____

Mail by September XX, 2013 to: Gov. Entity Natural gas Governmental Aggregation Program, ADDRESS of Supplier

Address
Supplier web address

EXHIBIT B-5

EXPERIENCE

Trebelinc

Exhibit B-5 "Experience"

Applicant's Experience and Plan for Providing Aggregation Services:

Due to the complexity of governmental aggregation, the applicant Etna Township "Township" will rely on the energy consulting services of Trebel, LLC to assist them in designing, implementing and maintaining the Program. Trebel, LLC is a PUCO certified Electric Aggregator/Broker (certificate #14-867E(1) and Natural Gas Aggregator/Broker (certificate #12-267G(1)). Trebel, LLC has experience in managing numerous governmental programs in the Ohio market.

Below is a detailed summary of services being provided:

Broker shall provide energy related Services, including but not limited to the following:

- Assist with the preparation and submission of Governmental Aggregation application for the Public Utilities of Ohio ("PUCO");
- Assist with preparation of resolutions, public notices, Plan of Operations and Governance, and communications with residents;
- Evaluate existing electric and or natural gas costs and rates and provide market expertise;
- Where applicable prepare Request of Proposal (RFP);
- Assist with usage data collection and verification;
- Pre-screen all energy suppliers and act as point of contact;
- Work directly with suppliers to meet all requirements related to local governments aggregation plan. This includes preparation of all notifications required to be sent to participants;
- Act as an exclusive sourcing agent with the suppliers;
- Assist with preparation of ongoing reporting requirements of the PUCO; and

Trebel, LLC is a national energy consulting company serving commercial, governmental, small business and residential clients primarily throughout the deregulated energy markets. Our primary mission is to help clients by lowering their energy supply cost, increase site efficiency and leverage state and federal incentive opportunities.

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

10/11/2017 8:55:50 AM

in

Case No(s). 17-2100-GA-GAG

Summary: Application electronically filed by Mr. Scott Belcastro on behalf of The Village of Mingo Junction, Jefferson Co.