



## **Buckeye Energy Brokers, Inc.**

66 East Mill Street  
Akron, Ohio 44308  
(866) 302-2237

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Chief of Docketing  
Public Utilities Commission of Ohio  
180 East Broad St. 13<sup>th</sup> Floor  
Columbus, Ohio 43215-3793

### **RE: Natural Gas Governmental Aggregator Renewal Application Case Number 06-0913-GA-GAG**

The City of Marietta is pleased to submit its renewal application for natural gas governmental aggregator. The original of the city's filing is enclosed. The original application was docketed as case number 06-0913-GA-GAG.

Should you have any questions or additional needs, please call me at (330) 730-4338.

Sincerely,

*Thomas M. Bellish*

President

Enclosure

#### **Buckeye Energy Brokers, Inc.**

##### **Services**

##### *Deregulated Energy*

- Consulting
- Aggregation
- Procurement

##### **Benefits**

- Buying Leverage
- Risk Mitigation
- Budget Predictability
- Cost Control
- Best Combination of Term, Service & Pricing Available

##### **Proven Expertise**

- PUCO Certified
- Customized Energy Management Solutions
- Municipal Aggregation
- Governmental Procurement Programs
- Procedure Management & Procurement Consulting
- Daily Trend Analysis of Energy Markets
- Ohio Brokers Serving Ohio Clients



# Public Utilities Commission

PUCO USE ONLY – Version 1.07		
Date Received	Renewal Certification Number	ORIGINAL GAG Case Number
		06 - 0913 - 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 Marietta  
Address          301 Putnam Street, Marietta, Ohio 45750  
Telephone No.    (740) 373-1387      Web site address      www.mariettaoh.net  
Current PUCO Certificate Number    06-117G      Effective Dates      August 19, 2018 - August 19, 2020


#### A-2 Contact person for regulatory or emergency matters:

Name    Thomas M. Bellish      Title    President  
Business Address    66 East Mill Street, Akron, Ohio 44308  
Telephone No.    (330) 730-4338      Fax No.      Email Address    tb@buckeyeenergybrokers.com

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

Name    Thomas M. Bellish      Title    President  
Business address    66 East Mill Street, Akron, Ohio 44308  
Telephone No.    (330) 730-4338      Fax No.      Email Address    tb@buckeyeenergybrokers.com 

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

Customer service address    66 East Mill Street, Akron, Ohio 44308  
Toll-Free Telephone No.    (866) 302-2237      Fax No.      Email Address    tb@buckeyeenergybrokers.com 

## 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]*  
Sworn and subscribed before me this

18<sup>th</sup>

day of

JUNE

Month

2020 Year

*[Signature]*  
Signature of official administering oath

J. MICHELE HUPP, NOTARY PUBLIC  
Print Name and Title

My commission expires on MARCH 19, 2021



J Michele Hupp  
Notary Public State of Ohio  
My Commission Expires  
3-19-2021





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

Case No. 06-0913 -GA-GAG

County of Washington  
State of Ohio

Steven A. Wetz

[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]* SSD

Sworn and subscribed before me this 18<sup>th</sup> day of

JUNE

Month

2020

Year

*[Signature]*  
Signature of Official Administering Oath

J. MICHELE HUPP, NOTARY PUBLIC  
Print Name and Title

My commission expires on

MARCH 19, 2021



J Michele Hupp  
Notary Public State of Ohio  
My Commission Expires  
3-19-21

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

*Exhibit B-1 "Authorizing Ordinance"*

ORDINANCE NO. 64 (06-07)

An Ordinance to adopt a Natural Gas Aggregation Program Plan of Operations and Governance for the City of Marietta, Ohio, pursuant to Ohio Revised Code §4929.26, and declaring an EMERGENCY.

WHEREAS, pursuant to Ohio Revised Code §4929.26, municipalities may aggregate customers within their jurisdiction in order to secure lower cost natural gas services within the municipality through the collective purchasing of natural gas services; and,

WHEREAS, this Council seeks to establish a governmental aggregation program with opt-out provisions, according to law, for the residents, businesses and other natural gas consumers in the City who receive commodity sales service and distribution service from Dominion East Ohio; and,

WHEREAS, the ballot question, authorized by Ordinance 234 (04-05) passed October 6, 2005, has received at least a majority of the votes cast at the May, 2006 election; and,

WHEREAS, this Council seeks to adopt a Natural Gas Aggregation Program Plan of Operations and Governance, pursuant to Ohio Revised Code §4929.26, for the residents, businesses and other natural gas consumers in the City and in conjunction jointly with any other municipal corporation, township, county or other political subdivision of the State of Ohio, as permitted by law; now, therefore,



ORDINANCE NO. 64 (06-07)  
PAGE TWO

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MARIETTA, OHIO:

- Section 1: That this Council finds and determines that it is in the best interests of the City of Marietta, Ohio, its residents, businesses and other natural gas consumers located within the corporate limits of the City of Marietta, Ohio, and who receive commodity sales service and distribution service from Dominion East Ohio Gas to establish an opt-out Natural Gas Aggregation Program in accordance with law. The City of Marietta, Ohio is hereby authorized to aggregate in accordance with Ohio Revised Code §4929.26 or as otherwise provided by law, the retail natural gas usage located within the City of Marietta, Ohio.
- Section 2: That the Mayor is hereby authorized to enter into an agreement with the selected natural gas supplier through a request for proposal process.
- Section 3: That the Natural Gas Aggregation Program Plan of Operations and Governance, a copy of which is attached hereto and incorporated herein by reference as Exhibit A is hereby adopted as the Natural Gas Aggregation Program Plan of Operations and Governance for the City of Marietta, Ohio, pursuant to Ohio Revised Code §4929.26.
- Section 4: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted 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

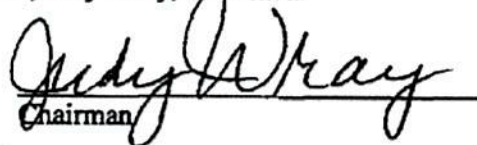
ORDINANCE NO. 64 (06-07)  
PAGE THREE

were in meetings open to the public, in compliance with all legal requirements including Ohio Revised Code §121.22.

Section 5:

That this Ordinance shall be and is hereby declared to be an EMERGENCY measure necessary for the immediate preservation of the public peace, health and safety of the City of Marietta, Ohio, and for the further reason that immediate action is necessary in order to provide the largest possible window of opportunity within which to locate the lowest possible prices for natural gas to be supplied to consumers within the City; WHEREFORE, this Ordinance shall be in full force and effect from and immediately after its passage and approval by the Mayor.

Introduced by the Special Utilities Committee, Judy Wray, Chairman.

  
Chairman

Passed this 6<sup>th</sup> day of July, 2006.

  
President of Council Pro-Tem

ATTEST:

  
Clerk of Council

Approved this 6<sup>th</sup> day of July, 2006.

  
Mayor

ORDINANCE NO. 64 (06-07)  
PAGE FOUR

First Reading July 16, 2006

Second Reading Suspended

Third Reading Suspended



# **NATURAL GAS AGGREGATION PROGRAM**

## **PLAN OF OPERATION AND GOVERNANCE**

**MARIETTA, OHIO**



**Buckeye Energy Brokers, Inc.**

**For additional information contact Buckeye Energy Brokers, Inc.:**

**Thomas M. Bellish  
President  
Ph: (330) 730-4338**

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## **(A) Introduction**

This aggregation plan has been developed in compliance with Ohio Revised Code, Section 4929.26 regarding governmental automatic aggregation of Natural Gas service. The City of Marietta ("Municipality") Aggregation Program ("Program") seeks to aggregate the retail Natural Gas loads of consumers located in the Municipality to negotiate the best rates for the supply of Natural Gas. It has the potential to combine approximately 5,582 residential and commercial customers into a buying pool that will be attractive to third party suppliers ("Suppliers"). Participation in the Program is voluntary. Any individual customer ("Member") has the opportunity to decline to be a Member of the aggregation program and to return to Dominion East Ohio Gas ("Local Utility") standard offer of service or to enter into a service contract with any competitive retail Natural Gas supplier.

The Municipality has passed the necessary ordinance to place the issue of governmental aggregation of natural gas on the May, 2006 ballot. The issue passed and the Municipality will follow the Plan of Operation and Governance ("Plan") outlined below. This Plan will not be adopted until two public hearings are held in accordance with section 4929.26 (C) of the Ohio Revised Code.

## **(B) Operation and Governance Plan Detail**

### **(1) Description of Services and Professional Assistance**

The process of governmental aggregation is set forth in Ohio Revised Code Chapter 4929. The chapter defines two different types of aggregation that may be enacted by a governmental entity opt-in aggregation and opt-out aggregation. Opt-in aggregation can occur only with the prior consent of each Natural Gas consumer. That is, the consumer must give its consent to be included in the Program. Under the opt-out aggregation provisions, all Natural Gas consumers within the Municipality will be automatically included in the Program. However, such customers will be given prior notice entitling them to affirmatively elect not to be part of the Program. These customers can opt-out during a 21-day period. A similar opt-out period will be offered at least every two years during which Members can leave the Municipality's aggregation pool without paying a switching fee.

Due to the complexity of deregulation of the Natural Gas utility industry, the Municipality will consult with and obtain the necessary expertise to represent and help administer the Program. The Municipality has passed an ordinance to contract with Buckeye Energy Brokers, Inc., a PUCO certified electric broker and aggregator with mailing address of 8870 Darrow Road #F106 Twinsburg, Ohio 44087 to provide the following energy-consulting services:

- Handle day-to-day administration of program (problem resolution, press releases, PUCO compliance, supplier & local utility liaison, tariff analysis, contract review, etc.)
- File for PUCO Certification so the Municipality can work with any supplier



- Administer the Request for Proposal process, analyze responses and provide deal structuring services
- Write and maintain the Plan of Operation and Governance
- Hold the required Public Hearings and attend Council meetings
- Review customer data from Local Utility
- Write reports on a quarterly/annual basis to the Municipality and the PUCO

The Municipality through its consultant, Buckeye Energy Brokers (Buckeye), will seek bids and negotiate with Certified Natural Gas Suppliers. The Municipality will not assume title to Natural Gas. It will not buy and resell natural gas to the participants of the program. Instead, the Municipality will competitively bid and negotiate a contract with a competitive retail Natural Gas supplier to provide natural gas supply to the members of the aggregation program. Similarly, the Municipality will not handle billing or scheduling of natural gas. Those responsibilities rest with the selected Supplier and Local Utility.

Only Suppliers meeting strict criteria will be considered. Suppliers will need to be certified by the Public Utilities Commission of Ohio and registered with the Local Utility to do business in their service territory. Both the certification and registration ensure that Suppliers are managerially, technically, and financially competent to perform the services they offer.

The successful bidder shall also demonstrate its creditworthiness by possessing an investment grade long-term bond ratings from at least two of the following rating agencies:

Standard & Poors	BBB or Higher
Moody's Investors' Services	Baa3 or Higher
Fitch ICBA	BBB or Higher

If the bidder is unable to demonstrate its creditworthiness, the bidder will provide: a Letter of Credit; or a Parental Guaranty from a company that is deemed creditworthy or a Surety Bond. Details of the credit type and amount will be subject to negotiation.

The Municipality will rely on its consultant Buckeye Energy Brokers, Inc. to monitor and report on a quarterly basis. Buckeye Energy will track the performance of the selected Supplier, report on estimated savings and provide an analysis of current and future market conditions. Reports will be provided to the Mayor and Council. Members wishing to view the reports should make arrangements to do so by contacting the Municipality during normal working hours.

## **(2) Determination of Rates**

The Municipality shall receive proposals from Natural Gas suppliers using a competitive selection process. The Request For Proposal ("RFP") shall require the suppliers to offer a natural gas rate for each customer class, load grouping or other appropriate category. It is the responsibility of each Member to compare the rate with others and decide

accordingly. The prices to be charged to Members in the Program will be set by the Municipality after negotiations with the selected Supplier. Members will be notified of the rates and terms of the Program as part of the opt-out process, through a direct mailing sent to each resident and business within the Municipality limits. The following rate comparison will be completed once the Municipality has selected a supplier.

Customer Class	Rate Class	Supplier Offer (\$/Mcf)	Term
Resid./Commercial	"Energy Choice"		
Resid./Commercial	"Energy Choice"		

Members will be responsible for all other billable charges, such as, taxes, transportation charges, monthly service charge, etc. The contract negotiated with the selected supplier will fall somewhere in the range of 1-4 years commencing on the first possible meter read date.

### **(3) Plan for Providing Opt-out Notice**

The Opt-out notice will be drafted in conjunction with the Municipality, the selected Supplier and Buckeye. Buckeye will also verify the accuracy of the list by using several means, such as, maps, 9-1-1 records, Municipality records, electric service lists, etc. Members will have a 21-day period to opt-out by returning a post card to the selected supplier or calling their toll-free number.

### **(4) Process for Determining the Pool of Customers**

The Municipality will provide a letter to the supplier authorizing the supplier to obtain the list of Eligible Customers from the Local Utility and will be relying on the Local Utility to provide an accurate list of eligible customers. Buckeye and the selected supplier will use that list and remove customer records that have returned opt-out forms or are PIPP customers or are non-"Energy Choice" customers. This data would be the final basis for the Municipality's pool of customers and would be turned over to the selected supplier to facilitate switching.

The Local Utility shall notify each affected Member of the pending transfer through a 7-day right of rescission letter. Service under the new Supplier shall begin at the start of the billing period following the transfer. Service under the Program shall include all customer classes in adherence with universal service principles and requirements, and the traditional non-discriminatory practices of local government. Contracts with all Suppliers shall contain provisions to maintain these principles and equitable treatment of all customer classes. Existing customers in the Municipality currently receiving natural gas through an alternate supplier will become eligible upon contract expiration only.

Customers who meet the following criteria will become members of the aggregation program:

- Are up to date with their bill payment;



- Have not opted-out of the program;
- Are currently with the Local Utility;
- Are classified as non-mercantile;
- Have not exercised their right of rescission;
- Are not on the Percentage of Income Payment Plan (PIPP); and
- New Members may opt-in to the Program upon contract expiration with an alternate supplier. These Members will need to contact the Program Supplier for enrollment information. The Program Supplier has a right of refusal in accordance with Section 8 of this plan.

#### **(5) Customer Billing Procedures**

The Municipality will utilize the coordinated billing services of the Local Utility and the selected Supplier. It is anticipated that all Members will receive a single bill from the Local Utility. Members will maintain or choose options that include: budget billing, automatic payments and Internet payment.

#### **(6) Credit and Deposit Policies**

Collection and credit procedures remain the responsibility of the Local Utility, the selected Supplier and the individual Member. Members are required to remit and comply with the payment terms of the Local Utility. This Program will not be responsible for late or no payment on the part of any of its members. The Municipality will have no separate credit or deposit policy.

#### **(7) Governmental Aggregator's Customer Service Procedures & Dispute Resolution**

Members will have multiple means of addressing complaints. As a general rule, concerns regarding service reliability and billing should be directed to the Local Utility. They continue to read meters handle billing and generally have the most information about a customer's account. Questions regarding the Program administration should go to Buckeye, and any unresolved disputes should be directed to the Public Utilities Commission of Ohio. Listed below is a table of toll-free numbers for members to call for assistance.

<b>Nature of Complaint</b>	<b>Contact</b>	<b>Phone Number</b>
Service interruptions or emergencies	Dominion East Ohio	1-800-362-7557
Service turn on/off	Dominion East Ohio	1-800-362-7557
Billing disputes	Dominion East Ohio	1-800-362-7557
Joining/Leaving Program	(Supplier)	
Aggregation Program Questions	Buckeye Energy Brokers	1-866-302-2237
Unresolved Disputes	Public Utilities Commission	1-800-686-7826
Unresolved Disputes	Public Utilities Comm. TDD/TTY	1-800-686-1570

If a dispute cannot be resolved, legal action involving any and all disputes arising under or relating to this Program may be brought in a court of the State of Ohio or a Federal



District Court. This program shall be interpreted according to the laws of the State of Ohio.

**(8) Members Moving Into/Within the Aggregation (New Account Number)**

Residents and/or businesses that move into the Municipality will not be automatically included in the program. If this policy changes, residents and/or businesses will be provided an opportunity to opt-out. They may also contact the Municipality or its Supplier at any time to obtain enrollment information. There is however, no guarantee that customers opting-in at a later date will receive the same price, terms and conditions as did the initial participants. Suppliers are unable to hold price offerings for an unlimited amount of time.

Members moving within the aggregation area with new account numbers may cancel the agreement. If the member does not cancel the agreement, the supplier, is required to automatically continue the offer under a new account number. In addition, Members should request that their local utility transfer their same supplier and offer to their new address.

**(9) Members Moving Within the Aggregation (Same Account Number)**

Members moving within the aggregation area with the same account number may cancel the agreement without penalty, pursuant to the procedures set forth in rule 4901:1-28-04 of the Administrative Code. If the member does not cancel the agreement, the supplier shall automatically continue the offer under the same account number.

**(10) Joining the Program at a Later Date (Opting-in)**

Residents desiring to join the program at a later date will be treated similar to residents moving into the Municipality. They will need to contact the Municipality or its Supplier to obtain enrollment information. They will follow an opt-in approach. There is however, no guarantee that customers opting-in at a later date will receive the same price, terms and conditions as did the initial participants. Suppliers are unable to hold price offerings for an unlimited amount of time, and if Municipality asks for such a requirement, the price offering received from suppliers will be higher to reflect the greater risk. Residents opting-in to the Municipality's program will be responsible for knowing if there is a switching fee for leaving their current supplier.

**(C) Availability of Plan of Operation and Governance**

This Plan shall be kept available for public inspection and shall, upon request, be copied for any existing or potential customers of the aggregation.

#### **(D) Altering the Plan of Operation and Governance**

A governmental aggregator shall not alter its operation and governance plan in any way that would materially affect the customers of the aggregation without first providing notice to all affected customers and providing these customers the opportunity to opt-out of the aggregation according to the procedures established for the initial opt-out disclosure notice set forth in rule 4901:1-28-04 of the Administrative Code. The notice shall set forth the changes to the plan, inform the customer of its right to opt-out of the aggregation without penalty, and identify the method and time frame for the customer to opt-out.

#### **(E) Certification Prior To Sending Opt-out Notices**

No governmental aggregator shall send an opt-out disclosure notice to potential customers of an aggregation prior to the governmental aggregator being certified by the commission.

#### **(F) Opt-out Disclosure Policies**

(1) Prior to including a customer's natural gas account or accounts in an aggregation, the Municipality shall provide each eligible customer written notice that the customer's account(s) will be automatically included in the aggregation unless the customer affirmatively opts out of the aggregation. The notice shall, at a minimum, include:

(A) A summary of the actions that the Municipality took to authorize the aggregation.

(B) A description of the services that the Municipality will be provide under the aggregation.

(C) Disclosure of the price that the Supplier will charge customers for competitive retail natural gas service. The price shall be expressed in dollars and/or cents per hundred cubic feet of gas ("Ccf") or thousand cubic feet of gas ("Mcf"), depending on the unit that is used by the natural gas company that serves the customer. If a variable rate is offered, it shall be accompanied by an understandable description of the factors that will cause the price to vary (including any associated indices) and disclosure of how frequently the rate will change. If different rates will be charged to different rate classes within the aggregation, the Municipality shall disclose the applicable rate(s) to customers within the various rate classes.

(D) An itemized list and explanation of all fees and charges that are not incorporated into the rates charged for natural gas that the Municipality or Supplier will charge the customer for participating in the aggregation, including any applicable switching fees or early termination penalties. These switching fees and/or early termination penalties shall not apply to a customer that moves out of the governmental aggregator's territory.

(E) Disclosure of the dates covered by the aggregation, including an estimated service commencement date and notice that the customer may opt-out of the aggregation at least every two years without penalty.



- (F) Disclosure of any credit and/or deposit policies and requirements.
- (G) Disclosure of any limitations or conditions on customer acceptance into the aggregation.
- (H) A description of the process and associated time period for customers to opt-out of the aggregation. The process shall include provisions for customers to return a post card or similar notice to the governmental aggregator or its agent. The process may include, in addition, other opt-out methods, such as telephonic or Internet notice, provided that these methods provide for verification of a customer's election to opt-out of the aggregation. The time period for a customer to choose to opt-out of the aggregation shall extend at least twenty-one days from the date of the post mark on the written notice. A customer's return post card or notice that is post marked before the opt-out deadline has elapsed shall be deemed to have opted out.
- (I) A local or toll-free telephone number that customers can call with questions regarding the formation or operation of the aggregation, including associated calling hours.
- (2) At least every two years from the establishment of its initial aggregation pool, a governmental aggregator shall provide notice to all customers served by the aggregation of their right to opt-out of the aggregation without penalty. This notice shall follow the procedures established for the initial opt-out notice set forth in this rule and shall prominently disclose to customers all changes to the terms and conditions associated with the aggregation.
- (3) No governmental aggregator or retail natural gas supplier serving a governmental aggregation shall impose any terms, conditions, fees, or charges on any customer served by a governmental aggregation unless the particular term, condition, fee, or charge was clearly disclosed to the customer at the time the customer chose not to opt-out of the aggregation.
- (4) To assist its preparation and dissemination of required opt-out notices, the Municipality will provide a letter to the supplier authorizing the supplier to obtain the list of Eligible Customers from the Local Utility and will be relying on the Local Utility to provide an accurate list of eligible customers consistent with division (A) of rule 4901:1-28-05 of the Administrative Code. The governmental aggregator shall not, without the customer's express written consent, disclose or use for any purpose other than formation and operation of its aggregation a customer's account number or social security number or any customer information regarding customers who had opted-off of a natural gas company's pre-enrollment list. Before a governmental aggregator releases any customer account number, social security number, or any information related to a customer who has opted off of a natural gas company's pre-enrollment list, the governmental aggregator shall obtain the customer's signature on a release. The release shall be on a separate piece of paper. The release shall be clearly identified on its face as a release of personal information and all text on the release shall be in at least 16-point type. The following statements shall appear prominently on the release, just prior to the signature, in type larger and darker than the type in the surrounding sentences: **I realize that, under the rules and regulations of the Public Utilities Commission of Ohio, I may refuse to allow (name of aggregator) to release the information set forth above. By my signature, I freely give (name of aggregator) permission to release the information designated above. The information that the**



governmental aggregator seeks to release shall be specified on the form. Forms requiring a customer to circle or to check off preprinted types of information to be released may not be used.

- (5) The Municipality shall use its best efforts to ensure that only eligible customer accounts within its governmental boundaries and customers who have not opted-out are included in its aggregation. If ineligible accounts, accounts from outside of the governmental aggregator's governmental boundaries, or accounts for customers who opted-out of the aggregation are switched to the governmental aggregation, the governmental aggregator upon notification of such a switch shall promptly contact the natural gas company to have the customer switched back to the customer's former supplier. The governmental aggregator shall reimburse the customer for any switching fees that were paid by the customer as a result of the switch. In addition, if the customer's former rate was less than the rate charged by the governmental aggregator, then the governmental aggregator shall reimburse the customer the difference between the customer's former rate and the governmental aggregator's rate multiplied by the customer's usage during the time that the customer was served by the governmental aggregator.

#### **(G) Cooperation Between Natural Gas Companies and Governmental Aggregators**

- (1) Pursuant to O.A.C. section 4901:1-28-05, it is expected natural gas company shall cooperate with governmental aggregators to facilitate the proper formation and functioning of governmental aggregations. To assist a certified governmental aggregator's compliance with the opt-out disclosure notice requirements established in division (D) of section 4929.26 of the Revised Code, upon request, the natural gas company shall provide, on a best efforts basis, an updated list of names, account numbers, service and mailing address, rate schedules (class and subclass), applicable riders, load profile reference category, meter type, interval meter data indicator, budget bill indicator, meter read date or schedule, and historical consumption data for each of the most recent twelve months for all customers residing within the governmental aggregator's boundaries. Except for inclusion of information for customers who have opted-off and account numbers, the customer information contained in such list shall be consistent with any pre-enrollment list that is provided to retail natural gas suppliers.
- (2) Charges and/or fees for services and information provided to governmental aggregators by natural gas companies shall be published in an approved tariff filed with the commission.
- (3) Unless the customer notifies the natural gas company of the customer's intent to not join a governmental aggregation by returning a confirmation notice or providing some other notice as provided by the natural gas company's tariffs, a natural gas company shall switch customer accounts to or from a governmental aggregation under the same processes and time frames provided in published tariffs for switching other customer accounts.

Governmental Aggregation Filing

**Exhibit B-3 "Automatic Aggregation Disclosure"**

The Opt-out notice will be drafted in conjunction with the City, the selected Supplier and Buckeye. Buckeye will also verify the accuracy of the list by using several means, such as, maps, 9-1-1 records, City records, electric service lists, etc. Members will have a 21-day period to opt-out by returning a post card to the selected supplier or calling their toll-free number.

The City will provide a letter to the supplier authorizing the supplier to obtain the list of Eligible Customers from the Local Utility and will be relying on the Local Utility to provide an accurate list of eligible customers. Buckeye and the selected supplier will use that list and remove customer records that have returned opt-out forms or are PIPP customers or are non-"Energy Choice" customers. This data would be the final basis for the City's pool of customers and would be turned over to the selected supplier to facilitate switching.

The Local Utility shall notify each affected Member of the pending transfer through a 7-day right of rescission letter. Service under the new Supplier shall begin at the start of the billing period following the transfer. Service under the Program shall include all customer classes in adherence with universal service principles and requirements, and the traditional non-discriminatory practices of local government. Contracts with all Suppliers shall contain provisions to maintain these principles and equitable treatment of all customer classes. Existing customers in the City currently receiving natural gas through an alternate supplier will become eligible upon contract expiration only.

Customers who meet the following criteria will become members of the aggregation program:

- Are up to date with their bill payment;
- Have not opted-out of the program;
- Are currently with the Local Utility;
- Are classified as non-mercantile;
- Have not exercised their right of rescission;
- Are not on the Percentage of Income Payment Plan (PIPP); and
- New Members may opt-in to the Program upon contract expiration with an alternate supplier. These Members will need to contact the Program Supplier for enrollment information. The Program Supplier has a right of refusal in accordance with Section 8 of this plan.



# Exhibit B-4 "Opt Out Notice"



## Welcome to the City of Marietta Aggregation Program.

**DO NOT DISCARD:**  
Important Natural Gas Aggregation  
Information Enclosed.

This notification is in regards  
to your gas service at:

Sample Address  
Sample City, OH ZIP



Sample Customer  
SAMPLE ADDRESS  
SAMPLE CITY, OH ZIP

August 29, 2017

Dear Sample Customer,

In May 2006, City of Marietta voters authorized the creation of a natural gas aggregation program. Your community selected Constellation NewEnergy-Gas Division, LLC ("Constellation") as the preferred supplier for its natural gas aggregation program. This includes a 24 month program that offers a fixed rate of \$3.33 per Mcf for November 2017 billing cycles through October 2019 billing cycles.

### You're Automatically Enrolled

As an eligible City of Marietta residential or small business customer, you are automatically enrolled unless you decide to opt-out. To learn more about the program, please see the enclosed General Terms and Conditions and the Frequently Asked Questions.

### How To Opt-Out

You don't need to do anything to get this new rate; however, if you decide not to take part in the program, please respond with one of the options below by September 19, 2017:

1. **Mail:** Return the form below in the pre-addressed stamped envelope
2. **Phone:** Call Constellation at 844-516-5254
3. **Web:** Visit [www.constellation.com/oh-marietta](http://www.constellation.com/oh-marietta)

### To learn more:



Visit us online at  
[constellation.com/oh-marietta](http://constellation.com/oh-marietta)



Call 844-516-5254  
24 hours a day, 365 days a year

We look forward to providing this program.

Sincerely,

Kevin Klages  
SVP Mass Markets  
Constellation

City of Marietta

The aggregation is not intended to be a replacement for your current gas service. If you are already enrolled with another natural gas supplier, you will not be enrolled in this program. For more information, please contact your current gas supplier. The City of Marietta is not responsible for any participation in this program. Please do not contact the City of Marietta for any additional information. For more information, please contact the City of Marietta at 844-516-5254.



Sample Customer  
SAMPLE ADDRESS  
SAMPLE CITY, OH ZIP



Constellation

I do not want to participate in the City of Marietta Natural Gas Aggregation Program.

Phone Number

☐ Cell ☐ Work ☐ Home

Opt-Out Code

#### Service Address:

Sample Address  
Sample City, OH ZIP

Dominion Account Number

Signature

Date



## GENERAL TERMS AND CONDITIONS

Generally the words "you" and "your" refer to the Customer and the words "we" and "us" refer to Constellation, unless the context clearly requires otherwise.

**1. Purchase and Sale of Natural Gas.** If you do not "opt-out" by September 19, 2017 pursuant to these General Terms and Conditions (the "Agreement"), you will purchase from us on an exclusive basis, and we will take all reasonable action to supply or cause to be supplied, all of your natural gas requirements at the price and for your accounts ("Account(s)"). Pursuant to the Agreement, you authorize us to (i) enroll your Account(s) with your Utility so that we can supply the Account(s), (ii) aggregate your Account(s) with those of other customers of Constellation or its affiliates, (iii) request and receive usage and other information from your Utility with respect to the Account(s) and (iv) enter into agreements with your Utility as necessary under the Utility's tariff to facilitate supply of the Account(s). You agree to cooperate with Constellation to ensure enrollment of your Account(s) in a timely manner. You give us the authority to choose the source of your natural gas supply. Your Utility will continue to deliver your natural gas and provide billing and other services to you. You acknowledge that such transportation service is subject to regulations set forth in your Utility's tariff. **Supply of natural gas under this Agreement is conditioned upon (1) our verification of the accuracy of all information that you provide to us, including information regarding your natural gas usage and the Account(s) and (2) acceptance of enrollment of your Account(s) by the Utility.**

**2. Term.** This term of the Agreement is effective when enrollment occurs with the Utility with Constellation as your natural gas supplier, subject to your rescission right set forth under "Customer's Rescission Right" below. Subject to successful enrollment of your Account(s), we will supply the Account(s) with natural gas from the first regularly scheduled Utility meter read date after your Utility switches you to Constellation ("Start Date"), which we estimate will be in the month of October 2017 (November 2017 billing cycle). We will supply your Account(s) through the month of September 2019 (October 2019 billing cycle). If the City of Marietta Natural Gas Pricing Program continues beyond September 2019 with Constellation as the supplier, Constellation will send you a notice of renewal including, but not limited to, notice of the new City of Marietta Natural Gas Pricing Program, notice of your right to opt-out of the City of Marietta Natural Gas Pricing Program, and any other changes. The opt-out mailing shall include a provision for return of a post card or similar notice to Constellation, to be returned no later than twenty-one (21) days from the post-marked date, and receipt of the opt-out mailing post-marked before the opt-out deadline has elapsed shall count as timely sent. You are entitled to opt-out of City of Marietta Natural Gas Pricing Program at least every two years from the Start Date of the City of Marietta Natural Gas Pricing Program, without a penalty. If for any reason you do not wish to continue, you may cancel this Agreement as provided in Section 4 below. If you do not cancel, this Agreement will renew, and any changes to the General Terms and Conditions will become effective for the term provided in the renewal notice.

**3. City of Marietta Natural Gas Pricing Program.** Through September 2019 (October 2019 billing cycle), your price will be NYMEX last day settlement price, converted to Mcf using the Utilities' then current BTU factor, for the applicable month plus an "Adder" of \$0.30 per Mcf unless the City of Marietta decides to fix the price for any of those months. **IN THIS PROGRAM, YOU HEREBY APPOINT THE CITY OF MARIETTA AS YOUR AGENT FOR NATURAL GAS SUPPLY PRICING DECISIONS AND AGREE THAT CITY OF MARIETTA HAS THE EXCLUSIVE RIGHT TO MAKE NATURAL GAS SUPPLY PRICING DECISIONS ON YOUR BEHALF WHILE THIS AGREEMENT REMAINS IN EFFECT.**

**Note:** The fixed or variable price includes (i) all related interstate pipeline charges required to deliver gas to the Delivery Point, plus (ii) administrative costs and fees. In addition to the fixed or variable price, you will also pay the Utility's service charges.

**4. Termination.** You may terminate this Agreement without penalty at any time for any reason by providing notice to Constellation. Please note that once enrolled, it may take one to two billing cycles beyond the current billing cycle for the cancellation to be effective, as the effective date of all cancellations are subject to your Utility's guidelines. Should you fail to pay any Utility invoice or fail to meet any agreed-upon payment arrangement, your service and this Agreement may be automatically terminated in accordance with the Utility's tariffs. In addition, this Agreement will terminate if (i) the requested service location is not served by the Utility, (ii) you move outside the Utility's service area or to an area not served by Constellation, (iii) we return you to the Utility's sales service pursuant to any termination of this agreement by us, or (iv) you cancel your enrollment with us pursuant to your rescission right provided below. You may terminate this Agreement without penalty if you relocate outside the service territory of the Utility.

**5. Customer's Rescission Right.** Upon processing your enrollment, the Utility will send you a confirmation letter, which is notice of the transfer of your supply to Constellation. You have a seven (7) business day period from the postmark date of the Utility's confirmation letter during which time you may cancel your enrollment, without penalty, by calling the Utility's toll-free number provided in the confirmation letter or by providing written notice to the Utility, which will be effective as of the postmark date.

**6. Your Invoice.** You will be invoiced by the Utility monthly for all charges applicable to your natural gas usage, including the rates set forth herein, applicable Taxes (which are passed through to you) and all applicable Utility customer charges and franchise fees. You authorize us to act as your payment agent if deemed necessary by us to facilitate consolidated billing. You have the right to request up to twenty-four (24) months of your payment history for services rendered by Constellation without charge.

**7. Switching.** The Utility may charge a switching fee in accordance with its tariff when you change your natural gas supplier to Constellation. If the Utility charges a switching fee when you change your natural gas supplier to Constellation in accordance with this Agreement, Constellation



agrees to pay such switching fee. Constellation will not separately charge a switching fee. If you voluntarily return to the Utility after switching to a competitive supplier, you may be charged a price other than the Utility's regulated sales service rate.

**8. Customer Service.** For questions or complaints about our services, contact us at our Customer Care department by calling toll-free (844) 516-5254, 24 hours a day, seven days a week, by e-mail at [VST@constellation.com](mailto:VST@constellation.com), online at [www.constellation.com](http://www.constellation.com), or in writing at Constellation NewEnergy – Gas Division, LLC, 1716 Lawrence Drive, De Pere WI, 54115. If your complaint is not resolved after you have called Constellation, or for general utility information, you may contact the Public Utilities Commission of Ohio ("PUCO") for assistance at (800) 686-7826 (toll free) or for TTY at (800) 686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at [www.puco.ohio.gov](http://www.puco.ohio.gov). Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at (877) 742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at [www.pickocc.org](http://www.pickocc.org).

**9. Definitions.** **"Delivery Point"** means any existing and future points of interconnection between your Utility transmission and/or distribution system and those of a third party pipeline supplying natural gas to the Utility. **"Taxes"** means all taxes, duties, fees, levies, premiums or any other charges of any kind, whether direct or indirect, relating to the sale, purchase or delivery of natural gas, together with all interest, penalties or other additional amounts imposed, including but not limited to gross receipts, sales, consumption, use, value added, per Mcf, commercial activity or other privilege tax, and any other tax (whether in effect as of the effective date of this agreement or thereafter) imposed by any governmental entity. **"Utility"** means your local natural gas distribution utility owning and/or controlling and maintaining the distribution system required for delivery of natural gas to the Account(s).

**10. Notices.** All notices will be in writing and delivered by hand, first class mail, or by express carrier to our respective business addresses. Either of us can change our address by notice to the other pursuant to this paragraph.

**11. Changes in law, market structure, and/or your natural gas needs or classifications.** If a change in or implementation of law, rule, regulation, ordinance, statute, judicial decision, administrative order, Utility tariffs, or the like causes our costs under this Agreement to increase, we will have the right to pass such increased costs on to you. The changes described in this Section may change any or all the charges described in this Agreement.

**12. Events beyond either of our reasonable control.** If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; labor disputes; declaration of emergency by a governmental entity or the Utility; curtailment, disruption or interruption of natural gas transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; and actions taken by third parties not under your or our control, such as the Utility. However, such events shall not in any event excuse any failure to make payments due in a timely manner for natural gas supplied to you. The parties shall notify each other immediately of an operational flow or curtailment order from the applicable pipelines or Utility and shall take all required steps to comply with such orders.

**13. Delivery Point and indemnification obligations.** We will deliver natural gas to the Delivery Point. Title and risk of loss related to the natural gas transfer to you at the Delivery Point, and you are responsible for all transmission, distribution, and other costs (including Taxes and other fees) related to the final delivery to the facilities to which the Account(s) relate as well as your use of the natural gas. While we will arrange for the delivery of natural gas to you by your Utility, we will have no liability or responsibility for matters within the control of the Utility, which include maintenance of pipelines and systems, service interruptions, loss of service, quality of the natural gas, deterioration of services, or meter readings. EACH PARTY (THE "INDEMNIFYING PARTY") WILL DEFEND, INDEMNIFY AND HOLD THE OTHER PARTY HARMLESS FROM ANY AND ALL CLAIMS (INCLUDING CLAIMS FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE), LOSSES, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), DAMAGES, SUITS, CAUSES OF ACTION AND JUDGMENTS OF ANY KIND ARISING HEREUNDER WHILE TITLE AND RISK OF LOSS ARE VESTED IN THE INDEMNIFYING PARTY.

**14. Limitation on Liability.** IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES, OWNERS, OFFICERS OR DIRECTORS BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS. Each party's total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Each party agrees to use commercially reasonable efforts to mitigate the damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON CONSTELLATION'S PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A GENERAL OR SPECIFIC PURPOSE OR USE.

**15. Governing Law/Venue.** THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OHIO WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS. WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

**16. Relationship of Parties.** We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. You will **not rely, and have not relied**, on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter under this Agreement. Your decision to enter into this Agreement and any other decisions or actions you may take are and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us. There is no guarantee that the program you chose will guarantee any price advantage or savings.



Governmental Aggregation Filing

**Exhibit B-5 "Experience"**

The City of Marietta has a wealth of experience in negotiating, contracting and providing for common services to the City residents. Some examples of experience as a service provider are:

1. Water & Sewer Service
2. Electric "Opt-out" Aggregation Program

The Mayor, City Council and City Staff routinely negotiate for services and supplies that benefit the residents. However, due to the complexity of municipal aggregation, the City will rely on the services of Buckeye Energy Brokers, Inc. to assist them in designing, implementing and maintaining the Program. Buckeye Energy Brokers is a PUCO certified electric aggregator certificate number (00-002(5)) and natural gas aggregator/broker certificate number (02-006 (4)). They have experience working with over 200 buying groups in Ohio, Pennsylvania, New Jersey, Maryland and Delaware.

**Contractual Arrangements for Capability Standards:** If the applicant is relying upon contractual arrangements with a third-party(ies) to meet any of the certification requirements, the applicant must provide with its application all of the following:

- The city has contracted with the following consultant to provide third party assistance in designing, implementing and maintaining its aggregation program:

Buckeye Energy Brokers, Inc.  
66 East Mill Street  
Akron, OH 44308  
(330) 730-4338

- Below is a detailed summary of services being provided:
  - Broker shall provide energy related Services, including but not limited to the following:
    - Volume data collection and verification
    - Energy savings estimates
    - Energy buying consultation
    - Write customized Request for Proposal (RFP)
    - All contact with potential energy suppliers
    - Release all necessary client information to switch energy suppliers
    - Pre-qualify any energy suppliers wishing to bid on the RFP
    - Contract negotiation and closing with selected supplier
    - Monitor energy cost savings with quarterly reports.

The City will utilize the coordinated billing services of the Local Utility and the selected Supplier. It is anticipated that all Members will receive a single bill from the Local Utility. Members will maintain or choose options that include: budget billing, automatic payments and Internet payment.

## Governmental Aggregation Filing

### Governmental Aggregator's Customer Service Procedures and Dispute Resolution

Members will have multiple means of addressing complaints. As a general rule, concerns regarding service reliability and billing should be directed to the Local Utility. They continue to read meters handle billing and generally have the most information about a customer's account. Questions regarding the Program administration should go to Buckeye, and any unresolved disputes should be directed to the Public Utilities Commission of Ohio. Listed below is a table of toll-free numbers for members to call for assistance.

Nature of Complaint	Contact	Phone Number
Service interruptions or emergencies, Service turn on/off and Billing disputes	Dominion East Ohio	1-800-362-7557
Joining/Leaving Program	(Supplier)	
Aggregation Program Questions	Buckeye Energy Brokers	1-866-302-2237
Unresolved Disputes	Public Utilities Commission	1-800-686-7826
Unresolved Disputes	Public Utilities Comm. TDD/TTY	1-800-686-1570

If a dispute cannot be resolved, legal action involving any and all disputes arising under or relating to this Program may be brought in a court of the State of Ohio or a Federal District Court. This program shall be interpreted according to the laws of the State of Ohio.

The City shall receive proposals from Natural Gas suppliers using a competitive selection process. The Request For Proposal ("RFP") shall require the suppliers to offer a natural gas rate for each customer class, load grouping or other appropriate category. It is the responsibility of each Member to compare the rate with others and decide accordingly. The prices to be charged to Members in the Program will be set by the City after negotiations with the selected Supplier. Members will be notified of the rates and terms of the Program as part of the opt-out process, through a direct mailing sent to each resident and business within the City limits in accordance with Section 4929.22 of the Revised Code and contained in Chapter 4901:1-29 of the Administrative Code.

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

**Commission of Ohio Docketing Information System on**

**6/18/2020 12:08:18 PM**

**in**

**Case No(s). 06-0913-GA-GAG**

Summary: Application for recertification electronically filed by Mr. Thomas M Bellish on behalf of City of Marietta