



**DIS Case Number: 16-2386-GA-GAG**

## **Section A: Application Information**

### **A-1. Applicant's legal name, address, telephone number, and web site address**

**the applicant's legal name, address, telephone number, and web address.**

Legal Name: Village of Covington      Country: United States  
Phone:      Extension (if applicable): Street: 1 South High Street  
9374733420  
Website (if any): <http://covington-oh.gov>      City: Covington      Province/State: OH  
Postal Code: 45318

### **A-2. Contact person for regulatory matters**

Jeffrey Haarmann  
10749 E Garden Rd  
Mt Vernon, IL 62864  
US  
[jhaarmann@supernovapartners.com](mailto:jhaarmann@supernovapartners.com)  
6182040115

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

Jeffrey Haarmann  
10749 E Garden Rd  
Mt Vernon, IL 62864  
US  
[jhaarmann@supernovapartners.com](mailto:jhaarmann@supernovapartners.com)  
6182040115

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

Phone: 618-203-8328      Extension (if applicable):      Country: United States  
Fax: 618-205-5069      Extension (if applicable): Street: 10749 E Garden Rd  
Email: [info@agellc.com](mailto:info@agellc.com)      City: Mt Vernon      Province/State: IL



**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.

File(s) attached.

**B-2. Operation and governance plans**

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.

Files(s) attached.

**B-3. Opt-out disclosure notice**

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.

File(s) uploaded

**B-4. Experience and Plans**

Provide a description of the applicant's experience in providing the service(s) for which it is applying (e.g. number and type of customers served, utility service areas, amount of load, etc.). Also provide the plan for contracting with customers, providing contracted services, providing billing statements, and responding to customer inquiries and complaints in accordance with Commission rules adopted pursuant to Section 4928.10 of the Revised Code.

Application Experience and Plan Description: The Village utilizes the consulting services of Supernova Partners, LLC, Affordable Gas & Electric Company, LLC (Cert #13-709E (4)) for the purposes of managing its governmental aggregation program, including the facilitation of

contract execution with CRES/CRNG suppliers, responding to customer inquiries and complaints, and complying with all applicable provisions of Commission rules adopted pursuant to Section 4929.22 and/or 4928.20 of the Ohio Revised Code.

# Application Attachments

## ORDINANCE 11-16

AN ORDINANCE AUTHORIZING ALL ACTIONS NECESSARY TO EFFECTUATE AN OPT-OUT GAS SERVICE AGGREGATION PROGRAM PURSUANT TO OHIO REVISED CODE 4929.26; AND DIRECTING THE MIAMI COUNTY BOARD OF ELECTIONS TO SUBMIT THE BALLOT QUESTION TO THE ELECTORS; AND AUTHORIZING AN AGREEMENT WITH AN AGENT FOR SUCH PURPOSES.

**WHEREAS**, pursuant to ORC Section 4929.26, the Municipality is authorized to act as an aggregator by establishing an automatic opt-out governmental aggregation program for the provision of competitive retail gas service for the benefit of certain gas customers within the Municipality so that consumers may realize lower cost gas supplies and other benefits from the aggregation and combined purchasing of gas supplies that they would not otherwise be able to have individually; and

**WHEREAS**, the Municipality may exercise such authority jointly with any other Municipality; and

**WHEREAS**, in the public interest, the Municipality desires to submit to the electors of the Municipality the question of whether the Municipality should create a Natural Gas Aggregation program to facilitate competitive retail gas service to promote gas savings, lower gas supplies, and other benefits in accordance with ORC Section 4929.26; and

**WHEREAS**, The Municipality has adopted this Ordinance pursuant to the authority conferred by Article XVIII Section 4 of the Ohio Constitution and ORC Section 4929.26.

**NOW THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF COVINGTON, OHIO, AS FOLLOWS:**

**Section 1.** The Village Council determines that it is in the best interest of the Village ("Municipality") and certain gas service consumers located within the incorporated areas of the Municipality to establish an opt-out gas service aggregation program (the "Program").

**Section 2.** That, provided that the ballot measure regarding the Program is approved by the electors of the Municipality pursuant to Section 9 of this Ordinance, the Municipality is hereby authorized to aggregated, in accordance with Ohio Revised Code 4929.26, the retail gas service loads located within the boundaries of the Municipality.

**Section 3.** That, for the Program, the Village Administrator or a duly designated authority or consultant is hereby authorized, on behalf of the Village Council, to enter into service agreements to facilitate the sale and purchase of service for gas loads.

**Section 4.** That the Village Administrator or a duly designated authority or consultant, on behalf of the Village Council may exercise such authority jointly with any other political subdivision of the State of Ohio, to the full extent permitted by law, and for such purpose, the Village Administrator or a duly designated authority or consultant is hereby authorized to execute and deliver any necessary agreement(s) with such other political subdivisions, if any, in order to establish such Program.

**Section 5.** That the Program does not apply to persons meeting any of the following criteria:

1. A customer has opted out of the aggregation

2. A customer in contract with a certified gas service company
3. A customer that has a special contract with an gas distribution utility
4. A customer that is not located within the governmental aggregator's governmental boundaries
5. A customer is not eligible for the aggregation by utility or Public Utilities Commission of Ohio rules.

**Section 6.** That the Program authorized by this Ordinance shall not aggregate the retail gas loads of mercantile customers, as those customers are defined in ORC 4929.01, without prior, affirmative consent of each such customer within the boundaries of the Municipality subject to the Program

**Section 7.** That the Board of Elections of Miami County is hereby directed to submit the following question to the electors of the Municipality at the election to be held on November 8, 2016:

*Shall the Village have the authority to aggregate retail gas loads located within the governmental boundaries of the Village and enter into service agreements for the sale and purchase of gas, such aggregation to occur automatically except where any person elects to opt out?*

Yes \_\_\_\_\_ No \_\_\_\_\_

**Section 8.** That the Village clerk is hereby directed to file this authorizing Ordinance and other related matters with the appropriate election officials no later than ninety (90) days prior to the November 8, 2016 election as required by ORC 4929.26. The Program shall not take effect unless approved by the majority of the electors voting upon the proposed ballot question at the election held pursuant to this section and ORC 4929.26.

**Section 9.** That, upon approval by a majority of electors voting at the election provided for in Section 8 of this Ordinance, the Village Administrator is hereby authorized to, individually or jointly, with any other political subdivisions in the state of Ohio, develop a plan of operation and governance for the Program.

**Section 10.** That at least two public hearings on the plan of operation and governance shall be held prior to taking a vote on adoption of the plan. Notice of the hearings shall be published once a week for two consecutive weeks in a newspaper of general circulation in the Municipality. The notice shall summarize the plan and state the date, time, and location of each hearing.

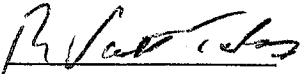
**Section 11.** No plan adopted by the Village shall aggregate any retail customers in the Municipality unless it in advance clearly discloses to the person whose retail gas service is to be so aggregated that the person will be enrolled automatically in the Program and will remain so enrolled unless 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 the enrollment. The stated procedure shall allow any person enrolled in the Program to opt out of the Program once every 36 months without paying a switching fee. Any such person that opts out of the Program pursuant to the stated procedure shall default to the gas distribution utility providing distribution service for the person's retail gas service load, until the person chooses an alternative supplier.

Section 12: That this Ordinance shall become effective immediately following its passage.

APPROVED: April 18, 2016:



Edward L. McCord, Mayor



R. Scott Tobias, President of Council



Brenda Carroll, Clerk / Fiscal Officer

2016 JUL -7 AM 8:31  
CLERK'S OFFICE  
MAYOR'S OFFICE

# **Competitive Retail Electric Service Affidavit**

County of St Louis :

State of Missouri :

Ross Callioff, 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, and that it will amend its application while it is pending if any substantial changes occur regarding the information provided.
2. The applicant will timely file an annual report of its intrastate gross receipts, gross earnings, and sales of kilowatt-hours of electricity pursuant to Sections 4905.10(A), 4911.18(A), and 4928.06(F), Ohio Revised Code.
3. The applicant will timely pay any assessment made pursuant to Sections 4905.10, 4911.18, and 4928.06(F), Ohio Revised Code.
4. The 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. The applicant will cooperate fully with the Public Utilities Commission of Ohio, and its Staff on any utility matter including the investigation of any consumer complaint regarding any service offered or provided by the applicant.
6. The applicant will fully comply with Section 4928.09, Ohio Revised Code regarding consent to the jurisdiction of Ohio Courts and the service of process.
7. The applicant will comply with all state and/or federal rules and regulations concerning consumer protection, the environment, and advertising/promotions.
8. The applicant will use its best efforts to verify that any entity with whom it has a contractual relationship to purchase power is in compliance with all applicable licensing requirements of the Federal Energy Regulatory Commission and the Public Utilities Commission of Ohio.
9. The applicant will cooperate fully with the Public Utilities Commission of Ohio, the electric distribution companies, the regional transmission entities, and other electric suppliers in the event of an emergency condition that may jeopardize the safety and reliability of the electric service in accordance with the emergency plans and other procedures as may be determined appropriate by the Commission.
10. If applicable to the service(s) the applicant will provide, it will adhere to the reliability standards of (1) the North American Electric Reliability Council (NERC), (2) the appropriate regional reliability council(s), and (3) the Public Utilities Commission of Ohio.
11. The Applicant will inform the Public Utilities Commission of Ohio of any material change to the information supplied in the application within 30 days of such material change, including any change in contact person for regulatory purposes or contact person for Staff use in investigating consumer complaints.

12. The facts set forth above are true and accurate to the best of his/her knowledge, information, and belief and that he/she expects said applicant to be able to prove the same at any hearing hereof.

13. Affiant further sayeth naught.

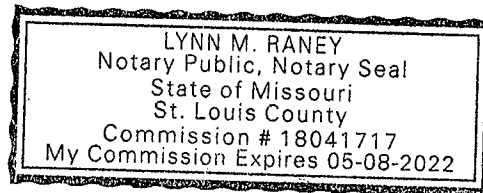
Rob [Signature] Aggregation Consultant  
Signature of Affiant & Title

Sworn and subscribed before me this 27<sup>th</sup> day of Nov., 2020  
Month Year

[Signature]  
Signature of official administering oath

Lynn M. Raney, Notary Public  
Print Name and Title

My commission expires on ~~11~~ 05/08/22





Direct Line: 614-729-2325  
Direct Fax: 614-729-2326  
E-Mail: [jeinstein@volunteerenergy.com](mailto:jeinstein@volunteerenergy.com)

March 21, 2019

**VIA ELECTRONIC FILING**

Public Utilities Commission of Ohio  
Docketing Division, 11<sup>th</sup> Floor  
180 E. Broad Street  
Columbus, Ohio 43215

Re: Village of Covington  
Case # 16-2386-GA-GAG

Dear Sir/Madam:

Please see attached for filing in the above-referenced case the opt-out notices for eligible residential and small commercial natural gas customers in the Village of Covington. The opt-out notice will be mailed April 1, 2019 with a response due date of April 22, 2019.

Very truly yours,

VOLUNTEER ENERGY SERVICES, INC.

*/s/ John L. Einstein, IV, Esq.*

John L. Einstein, IV, Esq.



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

**Welcome to the Village of Covington  
Natural Gas Governmental  
Aggregation Program!**

April 1, 2019

Dear Natural Gas Consumer,

The Village of Covington has selected Volunteer Energy as its preferred supplier for its Natural Gas Governmental Aggregation Program. Under this 2016 voter approved program, city officials bring together citizens in order to gain buying power for the purchase of natural gas from a retail supplier certified by the Public Utilities Commission of Ohio. As the Village of Covington's selected supplier, Volunteer Energy is pleased to offer natural gas for your home or business at a rate of \$0.371 per Ccf. This rate will be effective May 2019 (June billing) through April 2021 (May billing). Before the end of your May 2021 bill cycle, your community will determine your rate for the next period of the program. **Vectren Energy is still your utility and will continue to provide monthly billing and service.**

**You are automatically enrolled.**

As an eligible Covington resident or small business, you are automatically enrolled and **do not need to take any further steps in order to receive this negotiated rate.** Or, you may choose at this time to opt-out of the program by taking the steps outlined below. After you become a participant in the Village's natural gas aggregation program, Vectren Energy Delivery of Ohio will send a letter confirming your selection of Volunteer Energy as your natural gas provider. As required by law, this letter will inform you of your option to cancel your enrollment with Volunteer Energy within seven (7) business days of its postmark date. To remain in the Village's government aggregation program, you don't need to take any action when this letter arrives. You will be automatically enrolled. To learn more about Volunteer Energy and the Governmental Aggregation Program please see the enclosed Terms and Conditions and Frequently Asked Questions (FAQs).

**If you choose to opt-out.**

You don't need to do anything to get this exclusive rate. However, if you decide not to participate in the program we must receive your opt-out response by April 22, 2019 either by mail or phone.

**mail** — Return the completed form below to:  
*Covington Governmental Aggregation Program  
Volunteer Energy  
790 Windmill Drive  
Pickerington, OH 43147*

**phone** — Call 800-977-8374 and speak directly with a Volunteer Energy representative.



**ABOUT THE PROGRAM**

- Because of your community's buying power, you'll receive an exclusive natural gas rate of \$0.371 per Ccf effective May 2019 (June billing) through April 2021 (May billing).
- You will still receive one bill from Vectren Energy. That bill will simply list Volunteer Energy as your natural gas supplier, along with your negotiated rate.
- You will still contact Vectren Energy for all service calls and emergencies.
- Budget billing and auto payment are still available from Vectren Energy.

**[VolunteerEnergy.com/what-is-energy-aggregation/](http://VolunteerEnergy.com/what-is-energy-aggregation/)**

The rate provided will NOT include taxes or local utility charges. If you are already enrolled with another natural gas supplier, a cancellation fee may apply if you choose to end your agreement with that supplier. The Terms and Conditions govern your participation in the program. Please do not contact Covington. If you have additional questions about this offer, contact Volunteer Energy. Ohio supplier certification # 02-022G(9).

**AGGREGATION PROGRAM OPT-OUT FORM**

☐ I do NOT want to participate in the Village of Covington Natural Gas Governmental Aggregation Program.

Governmental Aggregation opt-out number:



service address:

EMAIL ADDRESS \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
PHONE

**SIGNATURE REQUIRED** Account Holder

PRINTED NAME \_\_\_\_\_

DATE \_\_\_\_\_

ACCOUNT HOLDER'S SIGNATURE \_\_\_\_\_

☐ Check here if any of the information above is incorrect. Please make corrections on the back of this form.

Detach completed form and return by April 22, 2019 to: Covington Governmental Aggregation Program, Volunteer Energy, 790 Windmill Drive, Pickerington, OH 43147

UTILITY .....	Vectren Energy of Ohio
RATE PLAN .....	Village of Covington Aggregation Rate
INITIAL PRICE & TERMS .....	Fixed rate of \$0.371 per Ccf effective May 2019 through April 2021
CANCELLATION FEE .....	None

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

**Service Arrangement:** VESI's energy supply will be delivered to your residence or facility via the Vectren Energy Delivery of Ohio ("VEDO") pipeline on a month to month basis. Upon acceptance by the utility company the cost will be a fixed rate of \$0.371 per Ccf.

**Term:** The term of this Agreement shall commence when accepted by VESI and shall continue through May 2021 billing cycle unless otherwise cancelled by either party. Natural gas service will begin within 60 days of acceptance by VEDO. You may terminate this Agreement with VESI by providing a 30-day notice in writing to VESI or by telephone VEDO will continue to deliver VESI-supplied natural gas to your home at the agreed upon rate.

**Office Locations and Hours:** VESI's offices are located at 790 Windmill Drive, Pickerington, Ohio 43147 and are open from 9:00 A.M. to 4:00 P.M. E.S.T., Monday through Friday. VESI can be reached by telephone at (614) 856-3128 or toll free at 800-977-8374. Telephone service hours are from 9:00 A.M. to 4:00 P.M. E.S.T., Monday through Friday. E-mail address is sraffeld@volunteerenergy.com.

**Bill Payment Process:** VEDO will continue to bill you monthly for natural gas delivery services and also for VESI's natural gas service. Should you fail to pay the bill or fail to meet any agreed upon payment arrangement, VEDO may terminate your service in accordance with its company tariffs, and this agreement with VESI may be automatically terminated.

**Complaint Dispute Resolution:** If you have any complaints regarding your natural gas service or your monthly bill, please contact us at 1-800-977-8374. Upon request, VESI will provide you up to twenty-four months of your payment history without charge. If your complaint is not resolved after you have called VESI, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). Additionally, the Ohio consumers' council (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.pickocc.org>.

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

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

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

**Eligibility:** VESI's rate excludes VEDO charges and taxes. Natural gas service is subject to enrollment processing timelines as determined by VEDO and VESI's aforementioned Terms and Conditions of Service. To be eligible to participate in the Village of Covington's natural gas aggregation program, you must: (1) have a residence or business located in the Village of Covington; (2) be eligible to receive natural gas from VEDO; (3) meet Ohio non-mercantile requirements; (4) be current with your natural gas payments or payment arrangements; (5) not be enrolled in the PIPP program; and (6) currently not taking natural gas supply service from another natural gas marketer.

If you believe you received this letter in error or are not located in the Village of Covington, please contact VESI to remove your account from our aggregation list.

790 Windmill Dr. · Pickerington, OH 43147 · p. 800.977.8374 · volunteerenergy.com

PLEASE COMPLETE IF THE INFORMATION ON THE FRONT OF THIS FORM IS INCORRECT

NAME *as it appears on your utility bill*

SERVICE ADDRESS *as it appears on your utility bill*

CITYSTATEZIP



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

**Commission of Ohio Docketing Information System on**

**3/21/2019 12:57:45 PM**

**in**

**Case No(s). 16-2386-GA-GAG**

Summary: Opt-Out Notice electronically filed by Mr. John L Einstein IV, Esq. on behalf of Village of Covington

# Plan of Operation and Governance

Municipal Opt-Out Natural Gas Aggregation Program

Village of Covington

12/9/2018

# 1.) Background

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**The Law – Ohio Revised Code (“ORC”) Section 4929.26 (A1) states in part the following:**

“The legislative authority of a municipal corporation may adopt an ordinance, or the board of township trustees of a township or the board of county commissioners of a county may adopt a resolution, under which, in accordance with this section and except as otherwise provided in division (A)(2) of this section, the legislative authority or board may aggregate automatically, subject to the opt-out requirements of division (D) of this section, competitive retail natural gas service for the retail natural gas loads that are located, respectively, within the municipal corporation, township, or unincorporated area of the county and for which there is a choice of supplier of that service as a result of revised schedules approved under division (C) of section 4929.29 of the Revised Code...”

Source: <http://codes.ohio.gov/orc/4929.26>

ORC Section 4929.26 (C) requires that the corporate authorities or county board “shall develop a plan of operation and governance for the aggregation program so authorized.” The subject Section goes on to describe that, at least two public meetings shall be held for public input, questions and comments regarding the Plan of Operation and Governance (“Plan of Operation and Governance” or “Plan”). Notice of such meeting is required. Before the first hearing, notice shall be published “once a week for two consecutive weeks in a newspaper of general circulation in the jurisdiction...” The notice shall “summarize the plan and state the date, time, and location of each hearing.”

(See also, 4901:1-27 Certification of Governmental Aggregators and Retail Natural Gas Suppliers et seq.; 4901:1-28 Aggregation with Prior Consent. et seq.; and 4901:1-29-13 Coordination between natural gas companies and retail natural gas suppliers and governmental aggregators. et seq.)

## **Definitions:**

**“Ccf”:** means one hundred cubic feet; a unit used to measure natural gas usage.

**“Commission” or “PUCO”:** means the public utilities commission of Ohio.

**“Competitive retail natural gas aggregation service”:** means combining the natural gas load of multiple retail residential customers or small commercial customers via an agreement with the customers for the purpose of purchasing retail natural gas service on an aggregated basis.

**Competitive retail natural gas marketing service” :** means assuming the contractual and legal responsibility for the sale and provision of CRNGS to a retail natural gas customer in this state and having title to natural gas at some point during the transaction.

**Competitive retail natural gas service supplier (“Retail Natural Gas Supplier “ “Supplier” or “CRNGS”):** means a person that is engaged in a for-profit or not-for-profit basis in the business of supplying or arranging for the supply of a CRNGS to consumers in this state that are not mercantile customers. “Retail natural gas supplier” includes a marketer, broker or aggregator, but excludes a natural gas company, a governmental aggregator, a billing or collection agent, and a producer or gatherer of gas that is not a natural gas company.

**Contract or Terms and Conditions (Terms and Conditions” or “T&Cs”):** means an agreement between a customer and retail natural gas supplier or governmental aggregator that specifies the terms and conditions for provision of competitive retail natural gas service.

**“Fixed rate plan”:** means a constant rate for the contracted period.

**“Mcf”** : means one thousand cubic feet; a unit used to measure natural gas usage.

**“Mercantile customer”** - means a mercantile customer, as defined in Section 4929.01(L)(1) of the Ohio Revised Code, means a customer that consumes, other than for residential use, more than 500,000 cubic feet of natural gas per year at a single location within the state or consumes natural gas, other than for residential use, as part of an undertaking having more than three locations within or outside of this state. In accordance with Section 4929.01(L)(2) of the Ohio Revised Code, “Mercantile customer” excludes a not-for-profit customer that consumes, other than for residential use, more than 500,000 cubic feet of natural gas per year at a single location within this state or consumes natural gas, other than for residential use, as part of an undertaking having more than three locations within or outside this state that has filed the necessary declaration with the Public Utilities Commission.

**“Natural gas governmental aggregator”, Governmental Aggregator”, or “GA”:** means the legislative authority of a municipal corporation, the board of township trustees or a board of county commissioners acting exclusively under Section 4929.26 or 4929.27 of the Ohio Revised Code as an aggregator for the provision of CRNGS. For the purposes of this definition, “governmental aggregator” specifically excludes a municipal corporation acting exclusively under Section 4 of Article XVIII, Ohio Constitution, as an aggregator for the provision of CRNGS. Natural gas governmental aggregator filing instructions and application available from the Commission’s Web site.

**“Residential” customer:** means a customer of a competitive retail natural gas service for residential purposes.

**“Residential gas service”:** means a gas or natural gas service provided to any location where the use is primarily of a domestic nature.

**“Small Commercial” customer:** means a commercial customer which is not a mercantile customer.

**“Standard Choice Offer” or “SCO” rate (Columbia Gas of Ohio, Dominion East Ohio, Vectren Energy Delivery of Ohio):** means a rate that varies each month and represents costs associated with securing natural gas for certain customers. These customers are assigned to an alternative supplier at the SCO rate, and the supplier’s name appears on their bill. The rate is based on the New York Mercantile Exchange month-end settlement price, plus a retail price adjustment.

**“Variable rate plan”** : means a fluctuating rate within the contracted period.

Any load aggregation plan established shall provide for the following:

- Universal access to all applicable Residential and Small Commercial (non-Mercantile; customer under 500 Mcf annual load) customers and equitable treatment of applicable Residential and Small Commercial customers.
- Describe demand management and energy efficiency services to be provided to each class of customers.
- Meet any requirements established by law concerning aggregated service.

If the Village of Covington Municipal Opt-Out Natural Gas Aggregation Program ("Program" or "Opt-Out Program") is approved for eligible Residential and Small Commercial customers, then:

- If (A) the corporate authorities or county board award proposed agreements for the purchase of natural gas and other related services and (B) an agreement is reached between the corporate authorities or county board for those services, then eligible customers accept and are committed, or obligated under the Terms and Conditions, unless the eligible customer affirmatively opts-out out of the Program.
- If the corporate authorities or county board operate as an Opt-Out Program for eligible Residential and Small commercial customers, then it shall be the duty of the selected Supplier to fully inform those customers in advance that they have the right to opt- out of the Program.
- On 4/18/2016 and in accordance with the requirements of ORC 4929.26, the corporate authorities or county board approved a resolution allowing a referendum question to be placed on the November 8, 2016, ballot to operate an Aggregation Program as an "Opt-Out" Program. Under the Opt-Out Program, Vectren Energy Delivery of Ohio (VEDO) eligible Residential and Small Commercial natural gas customers in city/village/township/county's jurisdiction are automatically included as participants in the Program unless they affirmatively Opt-Out of the Program by providing written notice (or other possible notice, as described in the applicable Opt-Out letters) of their intention not to participate in the Program. On November 8, 2016, the electorate will be asked to allow the corporate authority or county board to arrange for the supply of natural gas on behalf of the residents and small businesses in the jurisdiction. Upon approval of the ballot question by the electorate, the corporate authority or county board will adopt the Plan of Operation and Governance as the rules for the implementation and operation of an Opt-Out Program. Upon approval of the Plan, the corporate authority or county board will file an application with the PUCO for certification as a Governmental Aggregator.
- The corporate authority or county board has retained Supernova Partners, LLC, Affordable Gas and Electric Company, LLC ("Consultant") to assist with administering the Program, the Opt-Out process, managing the competitive bidding process, writing the Request for Proposal ("RFP") to help the corporate authority or county board officials select the most suitable Retail Natural Gas Supplier and commodity product, or service for participating Residential and Small Commercial customers. Additionally, Consultant shall assist the corporate authority or county board in completing and filing all reporting and documentation for Village of Covington as Governmental Aggregator as required by the PUCO.

## 2.) Municipal Opt-Out Aggregation

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The purpose of municipal opt-out aggregation is to reduce the natural gas supply costs which the corporate authority or county board's residents and small businesses pay for natural gas, taking advantage of certain economies of scale to negotiate favorable rates. The corporate authority or county board shall seek fixed natural gas prices for each eligible class of customers that may be lower than the comparable price available from the Local Distribution Company ("LDC"), in this case VEDO. Individual Residential and Small Commercial consumers are unable to obtain significant price discounts since they

lack the bargaining power, expertise and the economies of scale enjoyed by larger industrial consumers. The Program will band together numerous natural gas accounts, providing the benefits of economies of scale that work to benefit the smaller consumer.

As a Governmental Aggregator, the corporate authority or county board does not own natural gas assets and will not purchase and resell natural gas, but represents consumer interests to set the terms for natural gas supply and service from competing Retail Natural Gas Suppliers licensed with the PUCO. Through a competitive bid process operated and managed by Consultant, the corporate authority or county board will enter into a contract with a Supplier for full-requirements retail natural gas supply service. The contract is expected to be for a fixed price for a specified term, but a different pricing mechanism, such as a guaranteed savings rate (based upon the respective utility rate), shall be considered. The corporate authority or county board may contract with one or more Suppliers if necessary to meet the needs of participating Residential and Small Commercial customers.

The corporate authority or county board will serve as governmental aggregator and in cooperation with Supernova Partners, LLC, Affordable Gas and Electric Company, LLC, will collect all residential and small business natural gas load within the corporate authority or county board's municipal boundaries and seek bids from qualified and PUCO licensed Suppliers.

This Plan has been prepared by the corporate authority or county board officials in cooperation with Supernova Partners, LLC, Affordable Gas and Electric Company, LLC, the "Consultant", to provide an understanding of structure, governance, operations, management, and policies of the Program to be utilized for Residential and Small Commercial Customers participating in the Program.

### 3.) Eligible Customers

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Eligible customers under the Program include LDC customers who are located within the municipality's geographical boundaries and are either:

- Residential customers receiving natural gas service from the LDC
- Non-Mercantile Small Commercial customers consuming 500 Mcf or less annually on a calendar basis, receiving natural gas service from the LDC.

The corporate authority or county board will work with the winning Supplier to remove any customers determined to be ineligible due to one or more of the following:

- Customer is not located within the municipal territory limits;
- Customer appears on the PUCO's "do not aggregate" list.
- Customer has opted out of the Program.
- Customer is in an existing natural supply agreement with a Supplier other than the current Supplier of the Program;
- Customer is both a distribution service customer and a mercantile customer on the date of commencement of service to the aggregated load, or the person becomes a distribution service customer after that date and also is a mercantile customer;

- Customer is supplied with commodity sales service as part of a retail natural gas load aggregation provided for pursuant to a rule or order adopted or issued by the commission under this chapter or Chapter 4905 of the ORC;
- Customer has a special arrangement with the LDC;
- A Mercantile customer that has not provided affirmative consent (opted-in) to join the Program;
- Customer is enrolled in a percentage of income payment plan (PIPP).

Customers who are not eligible under the “Opt-out” Program, but may see a savings due to rates negotiated and secured, will be offered an opportunity to opt-in, if appropriate and allowed under ORC 4929.26.

The Retail Customer Identification information provided by the LDC will remain the property of the municipality, and Supplier will handle data in a manner consistent with the provisions of all applicable Federal and Ohio Law, PUCO regulations, etc.

The Supplier shall treat all customers equally and shall not deny service to any customer in the Program, or alter rates for different classes of customers unless authorized by Ohio State Law or administrative code.

## 4.) Opt-Out Process

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Customers who wish not to be “automatically included” in the Program will be allowed to opt-out in accordance with ORC 4929.26 and OAC 4901:1-28-04, and all other applicable statutes and rules. An initial opt-out period will be held and residential and small business customers who choose to opt-out will remain on the LDC’s Standard Choice Offer.

After a service agreement with the selected Supplier has been finalized, the corporate authority or county board will provide the eligible customer list to the selected Supplier. The list will include any eligible Residential, and Small Commercial accounts that could potentially realize savings through the accepted bid price. During the Opt-Out notification period, the selected Supplier will operate an Opt-In program for customers who are currently not eligible to participate in an “Opt-Out” Program, but may otherwise provide affirmative consent to join the Program pursuant to Ohio law and PUCO regulation. This will ensure the greatest amount of participation for all customers under the Program.

**Opt-Out Notices:** A notice will be sent to all Residential and Small Commercial accounts that are deemed eligible by the corporate authority or county board. See “Eligible Customer” section above. A sample of the notice is provided in Appendix A of this Plan. The contents of the notice will be printed on the corporate authority or county board’s municipal letterhead so as to avoid any confusion with other offers that may exist with other Retail Natural Gas Suppliers in the state. The Opt-Out notice will clearly notify the Residential and Small Commercial customers of the rates to be charged for natural gas and other terms of the contract with the selected Supplier. The selected supplier will have thirty (30) days

from the receipt of the eligible customer list to mail the opt-out notices to all eligible Residential and Small Commercial customers included in the Program.

**Distribution of Opt-Out Notices:** The selected Supplier will be required to pay for all production, printing, and mailing costs associated with the distribution of Opt-Out notices. The selected Supplier and the corporate authority or county board will agree on the format of the Opt-Out notice prior to the mailing of any notices. The notices will be mailed from the selected Supplier to the owner or occupant residing at the natural gas account mailing address shown on the LDC's customer list.

**Opt-Out Period:** After mailing the notices, there will be an Opt-Out Period of no fewer than twenty-one (21) days. Customers not wishing to participate in the Program will have twenty-one (21) days from the date postmarked on the notice to postmark and return the Opt-Out notice to the selected Supplier in order to satisfy the Opt-Out requirement.

**Customer support during Opt-Out Period:** The selected Supplier will maintain a toll-free phone number and website explaining the steps for Opting-Out of the Program. If reasonably necessary, the selected Supplier will provide bilingual or multilingual customer support to explain the Opt-Out procedure to non-English speaking residents. During this period and through the initial procurement term, the Consultant will provide supplemental customer support for any issues not satisfied by Supplier customer support.

**Enrollment:** Once the Opt-Out Period has passed, the selected Supplier will not enroll those LDC customers opting-out of the Program. In the event that an eligible Residential or Small Commercial account is inadvertently omitted from the Program, the selected Supplier shall enroll that customer at the Program rate for the remaining term.

**Opt-Out After Enrollment:** Once enrolled in the Program, customers may cancel their service with the selected Supplier at any time by directly notifying the selected Supplier via a toll-free phone number that will be provided on the Opt-Out notice. In all such cases, the customer may do so without incurring any charges, penalties, or fees.

**Early Cancellation Charges:** There will be no charges for customers leaving the program after enrollment with the selected Supplier has occurred.

#### **Opt-Out Steps Overview:**

1. The selected Supplier and the corporate authority or county board will agree upon the format of the Opt-Out notice prior to mailing to eligible Residential and Small Commercial customers.
2. The selected Supplier will mail Opt-Out notices to all eligible customer service classes.
3. Recipients will have at least **twenty-one (21)** days from the postmark on the notice to return notice to selected Supplier if they want to be removed from the Program.
4. Recipients will be able to opt-out by returning an Opt-Out card via U.S. Mail to the selected Supplier. Additional options for opting-out may be offered by the Retail Natural Gas Supplier.

5. The Supplier will offer a toll-free phone number and website to aid recipients with the notice and the opt-out procedure. Further support will be provided by the Consultant through a link on the website <http://www.AffordableElectricRates.com>.
6. Additionally, Residential and Small Commercial customers that do not opt-out, per step 4 above, will receive written notification, called a "Letter of Rescission" or a "Switch Letter", from the LDC stating that they are about to be switched.
7. The Letter of Rescission will inform the participant that they have **seven (7)** business days to rescind the contract by contacting the LDC. The selected Supplier will not enroll those accounts that have opting-out of Program, or rescinded their enrollment.

No opt-out disclosure notices will be sent to potential customers of an aggregation prior to the prospective governmental aggregator being certified by the PUCO as a governmental aggregator by submitting the following completed form:

<http://www.puco.ohio.gov/emplibrary/files/SMED/crng/OhioNaturalGasGovernmentalAggregatorInstructionsandApplicationForm.pdf>

## 5.) Periodic Enrollment Updates

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1. **Moving to the city, village, township or county from another municipality: Eligible** Residential and Small Business customers that move into the city, village, township or county's jurisdiction will be welcome to participate in the Program. Consultant will periodically request updated account lists from the LDC and the winning Supplier. Through a comparative scrubbing process, Consultant will then send a list of newly eligible, but currently not enrolled accounts to Supplier, whereupon Supplier will promptly send Opt-Out notices so that these account holders may be given the option to participate. These accounts will be given twenty-one (21) days from the postmark date on the notice to return the Opt-Out notice if they do not wish to participate in the Program.
2. **Moving within the city, village, township or county's jurisdiction:** Selected Supplier shall continue service at the same rate and under the same terms and conditions for Residential and Small Commercial customers that are in the Program, but move to a different premise within the city, village, township or county's jurisdiction prior to the expiration of the contract term. The subject customer described in this Section will automatically receive a new opt-out notice. If such a notice is not received the customer will have the right to contact the selected Supplier and or Consultant to obtain such a notice.

Any new accounts shall be able to enroll in the Program under the same terms, conditions, and pricing as accounts that were initially enrolled during the initial opt-out period. However, newly enrolled accounts will only have the ability to participate in the ongoing Program for the time remaining in the term of the agreement with the Supplier ("Natural Gas Supply Agreement"). Costs

(for example for printing and mailing) associated with subsequent opt-out rounds will be paid in the same manner as for the initial opt-out round.

## 6.) Selected Supplier Responsibilities

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The corporate authority or county board will use a competent entity as a Retail Natural Gas Supplier to perform and manage aggregation services for the Program. The selected Supplier shall provide adequate, accurate, and understandable pricing, terms and conditions of service, including, but not limited to, no switching fees and the conditions under which Program participants may opt-out, or cancel their natural gas supply service under the Program without penalty at any time.

*The selected Supplier must provide the corporate authority or county board and Consultant, upon request, within a reasonable period of time, an electronic file containing the Program participant's usage, charges for retail supply service and such other information reasonably requested by the corporate authority or county board or the Consultant.*

Supplier shall create and maintain a secure database of all Program participants. The database will include the name, address, LDC account number or Service Delivery Identifier, and the Supplier's account number of each active Program participant, and other pertinent information such as rate code, rider code (if applicable), most recent twelve (12) months of usage and demand, and meter reading cycle. The database will be updated at least quarterly. Accordingly, the Supplier will develop and implement a program to accommodate participants who (i) leave the Program due to relocation, opting-out, etc.; (ii) decide to join the program; (iii) relocate anywhere within the corporate limits of the municipality; (iv) move into the municipality and elect to join the Program. **(See Appendix A of this Plan)**

*Education: The selected Supplier shall work with Consultant to develop and implement an educational program that generally explains the Program to all Residential and Small Commercial customers.*

The Supplier will provide updates and disclosures mandated by Ohio law and applicable rules and regulations, and implement a process to allow any participant the opportunity to opt-out, or cancel their natural gas supply service under the Program according to the terms of the Natural Gas Supply Agreement and T&Cs.

*Customer Service: the selected Supplier shall hire and maintain an adequate customer service staff and develop and administer a written customer service process that will accommodate participant inquiries and complaints about billing and answer questions regarding the Program in general. This process will include a description of how telephone inquiries will be handled, either internally or externally, how invoices will be prepared, how participants may remit payment, and how collection of delinquent accounts will be addressed. The Supplier and the corporate authority or county board will enter into a separate customer service plan agreement or the terms shall be included in the Natural Gas Supply Agreement.*

**Any natural gas customer, including any participant in this Program, may contact the Public Utilities Commission of Ohio (PUCO) for information, or to make a complaint against the Program, the Supplier, or the LDC. The PUCO may be reached toll free at 1-800-686-7826 or for TTY (toll free) at 1-800-686-1570 from 8:00 a.m. to 5:00 p.m. (Eastern Time) weekdays, or at [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov) .**

**Billing:** The LDC will provide a monthly billing statement to each Program participant which shall include Supplier charges. The Supplier will not charge any additional administrative fee(s).

**Compliance Process:** The Supplier may develop internal controls and processes to ensure that the corporate authority or county board remains in good standing as a Governmental Aggregator and ensure that the Program complies with ORC 4929.26 and all applicable laws, rules and regulations, as they may be periodically amended. It will be the Supplier responsibility to deliver reports at the request of the municipality or Consultant in a reasonably timely manner that will include (i) the number of participants in the Program; (ii) a savings estimate or increase from the previous year's baseline; (iii) such other information reasonably requested by the municipality or Consultant; (iv) comparison of the participants' charge for the supply of natural gas from one designated period to another identified by the municipality. The Supplier shall also develop a process to monitor, and shall attempt to promptly notify in writing, any changes or amendments to any laws, rules or regulations applicable to the Program. The Supplier, however, does not represent the Governmental Aggregator, or Consultant. The GA, or Consultant should independently seek advice, or expertise, including legal counsel to represent their interest if deemed necessary.

**Notification to the LDC:** The Residential and Small Commercial customers in the corporate authority or county board that do not Opt-Out of the Aggregation Program will be enrolled automatically in the Program by the selected Supplier. Eligible Residential and Small Commercial customers included in the Program will not be asked to take affirmative steps to be included in the Program. To the extent that the LDC requires notification of participation, the selected Supplier shall provide such notice to the LDC. Periodically, the Supplier will inform the LDC through electronic means, of any new members enrolling into the Program.

**Customer Switching Fee:** The selected Supplier shall be responsible for payment of any customer switching fees imposed by the incumbent LDC.

## 7.) Natural Gas Supplier Selection Criteria

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Suppliers responding to the RFP will be measured on the basis of PUCO licensing and certification standards, price, program, marketing, experience, and quality of the response. The Supplier will also hold the corporate authority or county board and Consultant harmless of any financial obligations or liability that may arise as a result of the Program.

Supplier Selection Criteria

- Price per Ccf and corresponding terms;
- Natural Gas Supply Agreement flexibility;
- Proof of financial solvency and investment grade credit rating;
- Quality of response to Request for Proposal;
- Program Marketing Plan and informational outreach;
- Municipal Aggregation Experience;
- Municipal Opt-Out Experience;
- Certified as a Retail Natural Gas Supplier by the PUCO;
- Compliant procedures regarding Purchase of Receivables/Utility Consolidated Billing ("POR-UCB Program") facilitating LDC single billing to participants in the Program.
- Natural Gas Supply Agreement meets the minimum requirements of the PUCO, and common commercial practice.
- Will provide assistance, if needed, by Consultant or corporate authority in filing the any reports required by the PUCO.

## 8.) Consolidated Billing and Credit/Default Procedures

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The LDC offers a POR-UCB Program for the benefit of retail customers and Supplier. This allows for a single bill, administered solely by the LDC, wherein the LDC will invoice the LDC regulated delivery charges and supply rate provided by the selected Supplier contained in the Natural Gas Supply Agreement.

The corporate authority or county board will utilize the POR-UCB Program with its Municipal Aggregation to streamline the billing process, and eliminate the confusion of separate bills from the LDC and the selected Supplier.

Credit policies and procedures continue to be the responsibility of the LDC and/or Supplier. The corporate authority or county board will not be responsible for late or non-payments on the parts of any of its Residential or Small Commercial customers. The LDC and/or Supplier billing practices should be consistent with all applicable guidelines issued by the PUCO. If there is a delinquent account, the LDC and/or Supplier or their agent will send collection notices to the customer's mailing address of record for service charges rendered by the LDC, following established collection policies regardless of whether the customer participates in the Program or not. In the case of a POR-CB Program, the billing method the Program will utilize, the Supplier's receivable becomes the LDC's receivable and the LDC will be responsible for those collection efforts under the LDC's policy and requirements.

Customers will continue to receive their natural gas bill from the LDC, will continue to call the LDC for service-related issues, and will continue to pay the LDC.

**CUSTOMER INQUIRIES:** The LDC operates a call center to assist customers with inquiries and resolve billing issues. The LDC has toll-free numbers to contact the call centers printed on natural gas account holders' bills.

## 9.) Request for Qualifications/Proposal-Summary

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The Consultant will, on behalf of the corporate authority or county board governing body and residents, request qualifications from a number of licensed Suppliers in order to properly vet any potential bidders. To those Suppliers deemed most qualified, a Request for Proposals ("RFP") will be issued, utilizing predetermined criteria based on technical specifications, bidder requirements, bidding processes, and contract documents, to select a single Retail Natural Gas Supplier. The Consultant will evaluate the bids received and will recommend a single Supplier to serve as Supplier to all eligible Residential and Small Businesses customers within the municipal limits.

The corporate authority or county board may grant authority to a representative of the corporate authority or county board to approve the Natural Gas Supply Agreement with the selected Supplier on behalf of the corporate authority or county board.

## 10.) Pricing Methodology

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**Pricing Methodology:** The corporate authority or county board intends to establish a price for the purchase of natural gas for the Program. This will be the Program Rate measured in price per thousand cubic feet of gas (Mcf). The rate will reflect various lengths of terms, contractual benefits, and possible hold premiums (Supplier holds price offer to be bound in Natural Gas Supply Agreement open for a fixed period of time beyond the standard one day to allow for municipality to review before signing off on Natural Gas Supply Agreement).

If the daily market price quote is deemed acceptable by the Consultant, the Consultant will inform the corporate authority or county board of the price and pricing components and recommend acceptance. *If accepted, the corporate authority or county board will affirm acceptance of the commodity price in writing to the selected Supplier.*

The Supplier invited to bid will quote rates for the following natural gas supply mixes:

- **Lowest Traditional Fixed Price** – The lowest priced fixed natural gas supply available from a Supplier using any minimum percentage of renewable energy consistent with Ohio law and/or PUCO regulation. Should the annually weighted LDC Standard Service Offer for the enrolled participants be less than the selected Supplier's retail natural gas price, Supplier will reserve the right to terminate service and return the Program participants to the LDC, or continue service at a rate equal to the LDC Standard Choice Offer.

- **Guaranteed Savings Rate** – a variable rate guaranteed to be a certain percentage below the LDC’s Standard Choice Offer, or tariff rate for a specific term. Supplier shall provide an understandable description of the factors that will cause the price to vary (including any associated indices) and disclose how frequently the rate will change.

If the Supplier proposes to charge different rates to different rate classes within the aggregation (for example, a different price for Residential and Small Commercial customers), the Supplier shall disclose the applicable rate(s) to customers within each rate class.

## 11.) Program Education Initiative

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The Supplier shall maintain an educational program for the purpose of explaining the Program to eligible Residential and Small Commercial customers. The Education Program will include updates, offer customer support during the term of the agreement, and provide information of where to Opt-Out of the Program, if a customer so desires.

Each Residential and Small Commercial customer of the LDC within the jurisdiction of the corporate authority or county board will receive a notification by mail explaining the Program, the procedure which must be followed to Opt-Out of the Program, the fixed natural gas rate (if applicable) the municipality contracted for on behalf of participants in the Program, termination policies, and the deadline to return the Opt-Out letter.

The corporate authority or county board in partnership with Consultant, along with the selected Supplier will develop an education initiative that will inform residents of the specifics of the program. The education initiative may contain, but is not limited to the following:

- Mailings
- Community Meetings
- Advertisements
- Program Website
- Toll-Free Information Line
- Informational Videos
- Calculators (web-based)

## 12.) Demand Management and Energy Efficiency Initiative

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Reduced energy costs should in no way be considered a license for increased usage. For that reason, no plan is complete without balancing reduced supply cost for end-users with some method(s) for demand

side management and reduction. PUCO offers a website which specifies each customer's Standard Choice Offer ("SCO").

The Consultant may work with the selected Supplier to develop an "Energy Efficiency Program". The program may include resources for Residential consumers regarding energy efficiency for their home. The corporate authority or county board will work with the LDC to provide specific information about utility rebate programs.

## 13.) Natural Gas Supply Agreement

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The corporate authority or county board will be presented with and have the option to execute a Natural Gas Supply Agreement with the selected Supplier.

Bids may contain various lengths of term. Upon recommendation of the consultant and at the discretion of the corporate authority or county board, the duration of any subsequent contract term will be determined.

### **The Natural Gas Supply Agreement may include, but not limited to:**

- The approved rate and the supply mix for the Program, and shall disclose all additional or ancillary fees.
- Requirements that all licenses and qualifications are maintained.
- Requirements that the Supplier manage the Program consistent with the Plan of Operation and Governance as approved and amended if need be.
- Agreement not to solicit or contract directly with eligible Residential or Small Commercial customers in the Program for service or rates outside the Program.
- Agreement not to use the customer data and information for any other marketing purposes.
- Agreement to indemnify and hold the corporate authority or county board and Consultant harmless from any claims, causes of action, damages, judgments, and financial obligations arising from the Program.
- Proof of insurance and performance security as the municipality deems necessary.
- Provision that the Supplier will assist the corporate authority or county board in developing a Program Education Initiative.

### **Termination of Service**

- End of Term: The Natural Gas Supply Agreement with the Supplier will terminate upon its expiration.
- Early Termination: The corporate authority or county board may have the right to terminate the Natural Gas Supply Agreement prior to the expiration of the term in the event the

Supplier commits any act of default. Acts of default include, but are not limited to the following:

- Breach of confidentiality regarding customer information;
  - The disqualification of the Supplier to perform the services due to the lapse or revocation of any required license or certification;
  - The LDC's termination of its relationships with the Supplier;
  - Any act or omission that constitutes deception by affirmative statement or practice, omission, fraud, misrepresentation, or bad faith practice;
  - Intentional billing in excess of the approved rates and charges;
  - Billing or attempting to collect any charge other than the approved Ccf rates and contractually approved charges;
  - Failure to perform at a minimum level of customer service that shall be reasonable and quantified by the corporate authority or county board.
- Upon termination, the corporate authority or county board will notify the LDC to return the applicable Residential and Small Commercial accounts to the Default Tariff Service. Upon termination, the corporate authority or county board shall provide at least sixty (60) days written notice of termination to each account holder participating in the Program. If the Natural Gas Supply Agreement is not extended or renewed, participants will be notified as required by law and the Supplier's rules of the PUCO in advance of the end of service. Participants will also be notified of their rights to select an alternate Supplier and of their ability to return to the LDC's Standard Choice Offer upon termination.

#### **Changes, Extension or Renewal of Service**

The initial term of the Natural Gas Supply Agreement for natural gas supply service will provide service for the specified term beginning upon activation of services. If the Natural Gas Supply Agreement is extended or renewed, Program participants will be notified as required by law and the rules of the PUCO as to any changes in rates or service conditions. At least every two years, all of the LDC customers in the municipal boundaries will be given an opportunity to opt into or out of the Program, and reasonable notice will be provided as required by law and PUCO rules. Participants will also be notified of their right to select an alternate Supplier and of their ability to return to the LDC's Standard Choice Offer.

## **14.) Liability**

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The corporate authority or county board and Consultant shall not be liable, in any instance, to Residential and Small Commercial customers for any claims arising from or due to provisions of municipal aggregation of natural gas. Any such claims should be solely directed to the selected Supplier, pursuant to the Natural Gas Supply Agreement.

## 15.) Miscellaneous

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The Plan of Operation and Governance may be impacted by forces outside the control of the corporate authority or county board. Those items may include the following:

- Amendments or changes to applicable Ohio law.
- Federal Energy Regulatory Commission (FERC) tariffs that may be enacted or amended;
- PUCO rules and regulations as may be enacted or amended;
- LDC tariffs as approved or amended periodically by the PUCO;
- Rules, regulations, and orders approved or enacted by federal, state, or local regulatory agencies.

The Plan of Operation and Governance will be on file at the corporate authority or county board Administrative office.

Please call 937-498-2335 for a copy or to obtain additional information

**Any natural gas customer, including any participant in the aforementioned Program, may contact the Public Utilities Commission of Ohio (PUCO) for information, or to make a complaint against the Program, the Supplier, or the LDC. The PUCO may be reached toll free at 1-800-686-7826 or for TTY (toll free) at 1-800-686-1570 from 8:00 a.m. to 5:00 p.m. (Eastern Time) weekdays, or at [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov).**

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**Case No(s). 16-2386-GA-GAG**

Summary: In the Matter of the Application of Village of Covington, OH