



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 09-0043-GA-GAG**

The City of Washington Court House 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 09-0043-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
		09 - 0043 - 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 Washington Court House  
Address          105 North Main Street, Washington Court House, Ohio 43160  
Telephone No.    (740) 636-2340      Web site address    cityofwch.com  
Current PUCO Certificate Number    09-143G      Effective Dates    02/22/2019 - 02/22/2021

#### 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.    (866) 302-2237      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.    (866) 302-2237      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

*[Handwritten Signature]*

*CHT Manager*

Sworn and subscribed before me this

22 day of

12 Month

2020 Year

Signature of official administering oath

Print Name and Title

*[Handwritten Signature]*  
My commission expires on

*Kelley R Ford*



**KELLEY FORD**  
Notary Public, State of Ohio  
My Commission Expires  
February 17, 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 Washington Court House

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

Case No. 09-0043 -GA-GAG

County of Fayette

State of Ohio

Joseph J. Denen, City Manager

[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

Joe Denen City Manager

Sworn and subscribed before me this

22

day of

Dec.

Month

2020

Year

Kelley R Ford

Signature of Official Administering Oath

Kelley R Ford

Print Name and Title

My commission expires on

February 17, 2021



KELLEY FORD  
Notary Public, State of Ohio  
My Commission Expires  
February 17, 2021

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

*Exhibit B-1 Authorizing Ordinance*

**ORDINANCE NO. 22-2008**

**AN ORDINANCE ADOPTING THE CITY OF WASHINGTON COURT HOUSE  
NATURAL GAS AGGREGATION PROGRAM PLAN OF OPERATION AND  
GOVERNANCE PURSUANT TO SECTION 4929.26, OHIO REVISED CODE.**

**WHEREAS**, pursuant to Ohio Revised Code (ORC) Section 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 Columbia gas of Ohio; and

**WHEREAS**, the ballot question, authorized by Ordinance 4-2008, has received at least a majority of the vote cast at the November 4, 2008 election; and

**WHEREAS**, this Council seeks to adopt a Natural Gas Aggregation Program Plan of Operations and Governance, attached hereto and incorporated herein as if fully reappearing pursuant to Section 4929.26, Ohio Revised Code, 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, BE IT ORDAINED** by the Council of the City of Washington Court House, Fayette County, Ohio:

**Section 1.** This Council finds and determines that it is in the best interest of the City of Washington Court House, its residents, businesses and other natural gas consumers located within the corporate limits of the City of Washington Court House to adopt a Natural Gas Aggregation Program Plan of Operations and Governance attached hereto and incorporated herein as if fully reappearing, pursuant to Section 4929.26, Ohio Revised Code.

**Section 2.** That the City Manager is hereby authorized and directed to enter into an agreement with the selected natural gas supplier through a request for proposal process.

**Section 3.** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were passed in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that

resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 4. This Ordinance shall take effect and be in full force from and after the earliest period allowed by law.

PASSED:

January 14, 2005

B. D. Kelly  
CHAIRPERSON OF COUNCIL

ATTEST:

Deena M. Kerkla  
CLERK OF COUNCIL

APPROVED AS TO FORM:

Mark White  
CITY ATTORNEY



Exhibit B-2 "Operation & Governance Plan"

# **NATURAL GAS AGGREGATION PROGRAM**

## **PLAN OF OPERATION AND GOVERNANCE**

**CITY OF WASHINGTON COURT HOUSE**



**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 Washington Court House ("City") Aggregation Program ("Program") seeks to aggregate the retail Natural Gas loads of consumers located in the City to negotiate the best rates for the supply of Natural Gas. It has the potential to combine approximately 5,500 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 Vectren Energy Delivery of Ohio ("Local Utility") Standard Service Offer service or to enter into a service contract with any competitive retail Natural Gas supplier.

At the November 2008 general election, local residents authorized the City to create a municipal opt-out natural gas aggregation program (the "Aggregation Program") as provided under section 4929.26(C) of the Ohio Revised Code. Under the opt-out natural gas Aggregation Program, all eligible natural gas consumers within the City's corporation limits initially were automatically included in the Aggregation Program. However, all consumers were also given the opportunity to opt-out of or decline participation in the Aggregation Program as detailed herein. The City 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 City 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 City's aggregation pool without paying a switching fee.

Due to the complexity of deregulation of the Natural Gas utility industry, the City will consult with and obtain the necessary expertise to represent and help administer the Program. The City has passed a 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 Ordinance, press releases, PUCO compliance, supplier & local utility liaison, tariff analysis, contract review, etc.)
- File for PUCO Certification so the City 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 Trustee meetings
- Review customer data from Local Utility
- Write reports on a quarterly/annual basis to the City and the PUCO

The City through its consultant, Buckeye Energy Brokers (Buckeye), will seek bids and negotiate with Certified Natural Gas Suppliers. The City will not assume title to Natural Gas. It will not buy and resell natural gas to the participants of the program. Instead, the City 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 City 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

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 City 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 Administrator and Trustees. Members wishing to view the reports should make arrangements to do so by contacting the City during normal working hours.

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

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. The following rate comparison will be completed once the City has selected a supplier.

Customer Class	Rate Class	Supplier Offer (\$/Mcf)	Term
Residential	"Energy Choice"		
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 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, local utility 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 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.

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

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.

#### **(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 City will have no separate credit or deposit policy.

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

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	Vectren Energy Delivery of Ohio	1-800-227-1376
Service turn on/off	Vectren Energy Delivery of Ohio	1-800-227-1376
Billing disputes	Vectren Energy Delivery of Ohio	1-800-227-1376
Joining/Leaving Program	Supplier	See Opt-Out Notice
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 City 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 City 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 City. They will need to contact the City 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 City asks for such a requirement, the price offering received from suppliers will be higher to reflect the greater risk. Residents opting-in to the City'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 contract, offer or 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 City 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 City took to authorize the aggregation.

- (B) A description of the services that the City will 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 City 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 City 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 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 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 City 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.

**Exhibit B-3 “Automatic Aggregation Disclosure”**

The Opt-out notice will be drafted in conjunction with the City, the selected Supplier and Buckeye Energy Brokers (Buckeye). Buckeye will also verify the accuracy of the list by using several means, such as, maps, City records, list providers, 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.

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.





**Volunteer Energy**

*Exhibit B-4 Opt Out Notice*

**DO NOT DISCARD:**

**Important Natural Gas Aggregation  
Information Enclosed.**



**WASHINGTON COURT HOUSE**

*Ohio*

## Welcome to the Washington Court House Natural Gas Governmental Aggregation Program!

September 9, 2019

Dear Natural Gas Consumer,

Washington Court House has selected Volunteer Energy as its preferred supplier for its Natural Gas Governmental Aggregation Program. Under this 2008 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 City's selected supplier, Volunteer Energy is pleased to offer natural gas for your home or business at a rate of \$0.397 per Ccf. This rate will be effective October 1, 2019 through March 31, 2022. Before the end of your April 2022 bill cycle, your community will determine your rate for the next period of the program. Vectren Energy of Ohio is still your utility and will continue to provide monthly billing and service.

### You are automatically enrolled.

As an eligible Washington Court House 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 City's natural gas aggregation program, Vectren Energy 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 City'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 September 30, 2019 either by mail or phone.

**mail** — Return the completed form below to:

Washington Court House 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 will receive a negotiated natural gas rate of \$0.397 per Ccf for your October 2019 through March 2022 billing cycles.
- 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 Washington Court House. 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 Washington Court House Natural Gas



**UTILITY** ..... Vectren Energy of Ohio  
**RATE PLAN** ..... Washington Court House Aggregation Rate  
**PRICE & TERMS** ..... Fixed rate of \$0.397 per Ccf effective October 2019 through March 2022 billing cycles.  
**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 of Ohio ("VEDO") pipeline on a month to month basis. Upon acceptance by the utility company the cost will be a fixed rate of \$0.397 per Ccf.

**Term:** The term of this Agreement shall commence when accepted by VESI and shall be from October 2019 through March 2022 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 5:00 P.M. E.S.T., Monday through Friday. E-mail address is [sraffeld@volunteerenergy.com](mailto: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 City'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 Washington Court House'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 Washington Court House's natural gas aggregation program, you must: (1) have a residence or business located in the Washington Court House; (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 Washington Court House, please contact VESI to remove your account from our aggregation list.

**Exhibit B-5 “Experience”**

The City of Washington Court House 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 Service
2. Police & Fire Services
3. Parks and Recreation

The City routinely negotiates for services and supplies that benefit the residents of the City. 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 (00-002(5)) Electric Aggregator and a PUCO certified (02-006(4)) Natural Gas Aggregator. 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 is contracting with the following consultant to provide third party assistance:

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

- The City has contracted with Buckeye Energy Brokers, Inc. to assist the City in designing, implementing and maintaining its aggregation program.
- 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.



### **Governmental Aggregation Filing**

Members will maintain or choose options that include: budget billing, automatic payments and Internet payment.

### **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.

<b>Nature of Complaint</b>	<b>Contact</b>	<b>Phone Number</b>
Service interruptions or emergencies, Service turn on/off and Billing disputes	Vectren Energy Delivery of Ohio	1-800-227-1376
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 unincorporated area limits in accordance with Section 4929.22 of the Revised Code and contained in Chapter 4901:1-29 of the Administrative Code.

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

**Commission of Ohio Docketing Information System on**

**12/28/2020 1:10:17 PM**

**in**

**Case No(s). 09-0043-GA-GAG**

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