



# Public Utilities Commission

Competitive Retail Natural Gas Service (CRNGS)  
Governmental Aggregator Application

Case Number: 12 - 3229 -GA-GAG

Please complete all information. Identify all attachments with a label and title (example: Exhibit C-2 Financial Statements). For paper filing, you can mail the original and three complete copies to the Public Utilities Commission of Ohio, Docketing Division, 180 East Broad Street, Columbus, Ohio 43215-3793.

RECEIVED-DOCKETING DIV  
DEC 14 PM 3:42  
PUCO

## A. Application Information

### A-1. Applicant's legal name and contact information.

Provide the name and contact information of the business entity.

Legal Name: City of Sunbury  
Street Address: 9 East Granville St.  
City: Sunbury State: OH Zip: 43074  
Telephone: 740-965-2684 Website: www.sunburyvillage.com

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

Name: Greg Bechert  
Street Address: 4041 N. High St., Suite 202  
City: Columbus State: OH Zip: 43214  
Telephone: 614-888-8805 Email: gfbechert@sciotoenergy.com

### A-3. Contact person for PUCO Staff use in investigating consumer complaints.

Name: Daryl Hennessy  
Street Address: 9 East Granville St.  
City: Sunbury State: OH Zip: 43074  
Telephone: 740-965-2684 ext 224 Email: dhennessy@sunburyohio.org

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

Street Address: 9 East Granville St.  
City: Sunbury State: OH Zip: 43074  
Toll-free Telephone: 740-965-2684 Email: https://sunburyohio.org/forms.aspx?fid=67&anon=1

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

## B. Managerial Capability

Provide a response or attachment for each of the sections below.

### B-1. Authorizing Ordinance.

Provide a copy of the adopted ordinance or resolution authorizing the formation of a governmental aggregation program pursuant to Sections 4928.20(A), 4929.26, and/or 4929.27 of the Ohio Revised Code.

### 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 Section 4928.20(C), 4929.26(C), and/or 4929.27(B) of the Ohio Revised Code and in accordance with 4901:1-21-16 and/or 4901:1-28-03 of the Ohio Administrative Code.

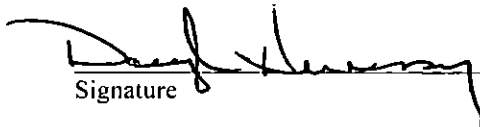
### B-3. Opt-out disclosure notice.

Provide a draft copy of the opt-out notice that provides or offers automatic aggregation services in accordance with Sections 4928.20(D) or 4929.26(D) of the Ohio Revised Code and in accordance with 4901:1-21-17 and/or 4901:1-28-04 of the Ohio Administrative Code. The applicant must file the finalized opt-out notice in the certification case docket no more than 30 days and not less than ten days prior to public dissemination.

### B-4. Experience and plans.

Describe in detail the applicant's experience and plan for providing aggregation services, including contracting with consultants, broker/aggregators, retail natural gas suppliers and/or retail generation providers, providing billing statements, 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.

**As authorized representative for the above company/organization, I certify that all the information contained in this application is true, accurate and complete. I also understand that failure to report completely and accurately may result in penalties or other legal actions.**

  
Signature

Dec. 14, 2022  
Date

Assistant City Administrator  
Title

# Competitive Retail Natural Gas Service Affidavit

County of DELAWARE:

State of OHIO :

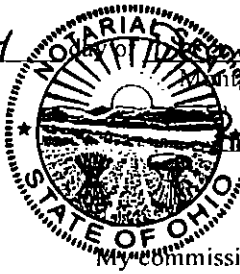
Daryl Hennessy, Affiant, being duly sworn/affirmed, hereby states that:

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 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 Sections 4905.10 and 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 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. 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 comply with all state and/or federal rules and regulations concerning consumer protection, the environment, and advertising/promotions.
8. 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.
9. 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.
10. Affiant further sayeth naught.

Daryl Hennessy, Assistant City Administrator  
Signature of Affiant & Title

Sworn and subscribed before me this 14 day of December, 2022  
Year

[Signature]  
Signature of official administering oath



ROBERT E. HOWARD  
Notary Public, State of Ohio  
My Commission expires April 03, 2024

My commission expires on April 03, 2024



Sunbury Application for Governmental Natural Gas Aggregation Services

**B-1: Authorizing Ordinance**

BOARD OF ELECTIONS  
DELAWARE COUNTY, OHIO  
**ORDINANCE 2011-15**

11 AUG -5 AM 10:08

**AN ORDINANCE TO AUTHORIZE ALL ACTION NECESSARY TO AFFECT  
AN OPT-OUT NATURAL GAS AGGREGATION PROGRAM PURSUANT TO  
SECTION 4929.26 OF THE REVISED CODE**

**WHEREAS**, pursuant to Ohio Revised Code § 4929.26, municipalities are authorized to establish an opt-out natural gas aggregation program ("Gas Aggregation") for the benefit of certain gas consumers within the municipality so that the consumers may realize lower cost natural gas supplies and other benefits from the aggregation and collective purchasing of natural gas supplies; and

**WHEREAS**, Gas Aggregation provides an opportunity for natural gas consumers collectively to realize natural gas savings, lower cost natural gas supplies, and other benefits that the consumers may not otherwise be able to realize individually; and

**WHEREAS**, the Village of Sunbury, Ohio, desires to submit an ordinance to the Board of Elections to submit to the electors of the Village of Sunbury, Ohio, the question of whether the Village should create a Gas Aggregation program in accordance with Ohio Revised Code § 4929.26; and

**WHEREAS**, this ordinance should be reviewed by the appropriate Village Council committee and presented to the Village Council for consideration in a timely manner in that this must be certified to the Delaware County Board of Election authorities by 4:00 p.m. August 10, 2011 since opportunities to coordinate aggregation activities with certain suppliers of natural gas may become limited due to market conditions; and

**WHEREAS**, the Mayor has recommended the passage of this Ordinance in order to provide this opportunity for cost savings to the residents of the Village of Sunbury.

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

**SECTION 1:** This Village Council finds and determines that to facilitate competitive retail natural gas service to promote natural gas savings, lower cost natural gas supplies, and other benefits, it is in the best interest of the Village and certain natural gas consumers within the jurisdiction of the Village to establish an opt-out natural Gas Aggregation program in the Village pursuant to Section 4929.26, Revised Code. Provided that this Ordinance and the Gas Aggregation program is approved by the electors of the Village in accordance with this Ordinance, the Village is hereby authorized to take all actions necessary to affect a Gas Aggregation program pursuant to Section 4929.26, Revised Code. The Village may exercise this authority jointly with other entities to the full extent permitted by law, and for such purposes. Actions necessary to affect the Gas Aggregation program include determining and entering into service agreement(s) with

natural gas suppliers to facilitate the sale and purchase of all natural gas commodity and services to serve the enrolled natural gas consumers. The Village shall be authorized by the electors to be the only entity authorized to act for and on behalf of the enrolled natural gas consumers to determine and select the natural gas supplier(s) to provide the commodity and all other services for the Gas Aggregation program and the enrolled consumers.

**SECTION 2:** The Gas Aggregation program shall not apply to persons meeting any of the following criteria, as more specifically described in Section 4929.26(A)(2) of the Ohio Revised Code: (i) the person is both a distribution service customer and a mercantile customer, (ii) the person has an existing commodity sales service contract with a retail natural gas supplier, (iii) the person has an existing commodity sales service as part of a retail natural gas aggregation pursuant to Rules and Orders of the Public Utilities Commission of Ohio ("Commission"), or (iv) such other persons that are not eligible pursuant to Rules and Orders of the Commission or the plan of operations and governance (the "Plan") for the Gas Aggregation program.

**SECTION 3:** That this Council hereby authorizes and directs the Delaware County Board of Elections to submit to the electors of the Village of Sunbury at an election to be held at the usual places of voting of said Village on Tuesday, November 8, 2011, the following question:

To facilitate competitive retail natural gas service to promote natural gas savings, lower cost natural gas supplies, and other benefits, shall the Village of Sunbury have the authority to aggregate retail natural gas loads located in the Village of Sunbury and enter into service agreements for the sale and purchase of natural gas commodity and other services, such aggregation to occur automatically, except where any person affirmatively elects not to be so enrolled by a stated procedure?

FOR, the Village of Sunbury to facilitate competitive retail natural gas service to promote natural gas savings and other benefits by acting as an aggregator.

NOT FOR, the Village of Sunbury to facilitate competitive retail natural gas service to promote natural gas savings and other benefits by acting as an aggregator.

**SECTION 4:** That the Village Fiscal Officer is authorized and directed to file a certified copy of this Ordinance with the Delaware County Board of Elections not later than 4:00 p.m. August 10, 2011. The Gas Aggregation program shall not take effect unless approved by a majority of the electors voting upon the proposed ballot question at the election held in accordance with this Ordinance and Section 4929.26 of the Ohio Revised Code. Upon approval, the Gas Aggregation shall take effect at the earliest permissible point in time and continue thereafter in accordance with the requirements of Chapter 4929.26 of the Ohio Revised Code.

**SECTION 5:** That the Board of Elections of Delaware County shall cause an appropriate notice to be duly given of the election to be held on Tuesday, November 8, 2011, on the foregoing proposal and otherwise to provide for such election in the manner provided by the general laws of the State of Ohio.

**SECTION 6:** Upon approval by a majority of the electors voting at the election provided for in this Ordinance, the Village shall develop and adopt a Plan of operations and governance for the Gas Aggregation program. Consumers enrolled in the Gas Aggregation program shall be supplied their natural gas requirements and other services in accordance with supply agreement(s) determined and arranged by the Village, as opportunities become available to provide benefits on behalf of the natural gas consumers enrolled in the Gas Aggregation program and the consumers located within the jurisdiction of the Village. The Village shall be authorized by the electors to be the only entity authorized to act for and on behalf of the natural gas consumers that have enrolled in the Gas Aggregation program to determine and select the natural gas supplier(s) to provide the commodity and all other services for the Gas Aggregation program and the enrolled consumers. Before adopting such Plan, at least two public hearings on the Plan shall be held. Before the first hearing, notice of the first hearing shall be published once a week for two consecutive weeks in a newspaper of general circulation in the Village. The notice shall summarize the Plan and state the date, time, and location of each hearing.

**SECTION 7:** The adopted Plan shall not aggregate any retail natural gas load within the Village, unless the person whose retail natural gas load is to be so aggregated is notified in advance that the person will be enrolled automatically in the Gas Aggregation program and shall remain so enrolled, unless the person affirmatively elects not to be so enrolled by a stated procedure. The disclosure shall state the rates, charges, and other terms and conditions of the enrollment. Once enrolled the consumer may only opt-out of the Gas Aggregation program every two years without paying a switching fee. Any such person that opts-out of the Gas Aggregation program shall default to the natural gas company providing distribution service for the person's retail natural gas load, until the person chooses an alternative supplier.

**SECTION 8:** It is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were meetings open to the public, and in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

**WHEREFORE,** this Ordinance shall take effect from and after the earliest time permitted by law.

**VOTE ON ORDINANCE 2011-15**

**YEAS**

**NAYS**

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PASSED: July 6, 2011

Leonard R. Weatherby  
LEONARD R. WEATHERBY, Mayor

ATTEST:

Kathy Belcher  
Kathy Belcher, Fiscal Officer

### CERTIFICATION

I hereby certify on this 11 day of July, 2011  
that the foregoing is a true and accurate copy of the ordinance passed at the meeting held  
on July 6, 2011, of the Village of Sunbury of the County of  
Delaware, State of Ohio.

Kathy Belcher  
Fiscal Officer





Sunbury Application for Governmental Natural Gas Aggregation Services

**B-2: Operation and Governance Plan**

## Village of Sunbury Operation and Governance Plan – Natural Gas Aggregation

### **I. Overview**

In November 2011, a majority of voters authorized the Village of Sunbury ("Village") to create a form of government natural gas aggregation known as "opt-out" aggregation and to create an opt-out natural gas aggregation program ("the Aggregation Program") as provided under Section 4929.26 of the Ohio Revised Code. Under the opt-out natural gas aggregation program, all eligible natural gas consumers within the Village's limits will be automatically included in the Aggregation Program initially. However, all consumers will also be given the opportunity to opt out of or decline participation in the Aggregation Program as detailed herein. Additionally, Participants who leave the Aggregation Program and wish to return, consumers who affirmatively choose to participate in the Aggregation Program, and consumers who move into the Village after the initial opt-out period will be afforded the opportunity to enroll in the Aggregation Program on an opt-in basis.

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

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

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

The Aggregation Program covers the natural gas supply portion only of a Participant's natural gas bill. Columbia Gas of Ohio (Columbia) will continue to deliver natural gas to Aggregation Program Participants' homes and businesses through its natural gas utility functions regulated by the Public Utilities Commission of Ohio (PUCO). Aggregation Program Participants should continue to call Columbia if they experience an issue with their natural gas service or if they have billing questions. The PUCO will continue to oversee natural gas safety and reliability service standards.

## Village of Sunbury Operation and Governance Plan – Natural Gas Aggregation

### II. Process

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

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

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

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

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

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

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

## Village of Sunbury Operation and Governance Plan – Natural Gas Aggregation

### **III. Plan of Operation and Governance**

#### **A. Definitions**

1. **Aggregation:** Combining the natural gas requirements of multiple customers for the purpose of supplying or arranging for the supply of competitive retail natural gas service to those customers.
2. **Aggregation Program Manager or Consultant:** The individual or company retained by the Village to oversee the operation and management of the Village's Aggregation Program.
3. **Competitive Retail Natural Gas Service (CRNGS):** A component of retail natural gas service that is deemed competitive under the Ohio Revised Code or pursuant to an order of the PUCO. This includes, but is not limited to, the services provided by competitive retail natural gas service providers, marketers, aggregators, and governmental aggregators.
4. **Competitive Retail Natural Gas Service Provider (CRNGS Provider):** A person or entity certified by the PUCO and registered with natural gas utility which supplies or offers to supply competitive natural gas supply/service over a natural gas utility's transmission and/or distribution system.
5. **Consumer:** Any person or entity that is an end user of natural gas and is connected to any part of the applicable natural gas utility's transmission or distribution system within the Village's boundaries.
6. **Delivery Charge:** Charge imposed by the natural gas utility for delivering natural gas to a consumer's home or business. The charge includes meter reading, billing, maintaining system reliability and responding during emergencies and outages.
7. **Distribution:** The delivery of natural gas to a consumer's home or business through a natural gas utility's infrastructure and other equipment. Natural gas utilities' distribution system operations are regulated by the PUCO.
8. **Natural Gas Supply Charge:** All charges related to the supply of natural gas by the CRNGS Provider.
9. **Governmental Aggregator:** An incorporated village or city, township, or county acting as an aggregator for the provision of a CRNGS under authority conferred by Section 4929.26 of the Ohio Revised Code.

## Village of Sumbury Operation and Governance Plan – Natural Gas Aggregation

10. **Ohio Consumers' Counsel (OCC):** The Ohio Consumers' Counsel (OCC) was established by the Ohio Legislature in 1976 to represent the interests of Ohio's residential utility customers served by investor-owned utilities in proceedings before the PUCO, other regulatory agencies, and in the courts.
11. **Participant:** An eligible consumer enrolled in the Village's Aggregation Program.
12. **Public Utilities Commission of Ohio (PUCO):** The state agency charged with assuring that all residential and business consumers have access to adequate, safe, and reliable utility services at fair prices, while facilitating an environment that provides competitive choices.
13. **Standard Choice Offer:** The natural gas service a consumer will receive from its default natural gas service provider if the customer does not choose a CRNGS Provider.

### **B. Aggregation Program Management**

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

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

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

**C. Selection of a CRNGS Provider and Contract**

The Village will not buy and resell natural gas to Aggregation Program Participants. The Village, through its Consultant, will negotiate with potential CRNGS providers to provide affordable, reliable natural gas supply, and other related services on behalf of local consumers. The Village will consider cooperating with other governmental aggregators if it appears beneficial to do so.

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

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

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

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

**D. Natural Gas Supply Charges**

The Village, through its Consultant, will aggregate natural gas requirements within the Village's applicable boundaries (including Village facilities) and negotiate mutually agreeable pricing, terms, and conditions of service with the

## Village of Sunbury Operation and Governance Plan -- Natural Gas Aggregation

CRNGS Provider for affordable, reliable natural gas supplies and other related services on behalf of Participants. The Village may pursue this purpose individually or in cooperation with other entities. CRNGS Providers will supply information on natural gas supply charges by utility customer rate classification or other appropriate pricing category as approved by the Village. All natural gas supply charges will be fully and prominently disclosed in consumer enrollment materials, the opt-out notice, and will be subject to approval by the Village.

### **E. Columbia's Regulated Customer Classifications and Rates**

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

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

### **F. Developing the Pool of Eligible Accounts**

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

- o Customer name;
- o Customer service address;
- o Customer billing address;
- o Natural gas utility customer account number;
- o Natural gas utility rate code;
- o Natural gas utility PIPP code;
- o Customer usage data;
- o Whether or not a customer has a present contract with a CRNGS Provider; and
- o Whether or not a customer has a special service contract with the natural gas utility.

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

## Village of Sunbury Operation and Governance Plan -- Natural Gas Aggregation

### G. Initial Consumer Notification and Enrollment

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

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

Consumers may opt out of the Aggregation Program by returning a postage-paid post card or other form provided in the opt-out letter.

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

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

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

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



## Village of Sunbury Operation and Governance Plan – Natural Gas Aggregation

### **H. Leaving the Aggregation Program**

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

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

### **I. CRNGS Provider Responsibilities**

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

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

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

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

## Village of Sunbury Operation and Governance Plan - Natural Gas Aggregation

### J. New and Returning Participants

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

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

### K. Billing

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

### L. Questions and Concerns

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

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

## Village of Sunbury Operation and Governance Plan – Natural Gas Aggregation

directed to the CRNGS Provider. Any other general questions regarding the Aggregation Program should be directed to the Village's Consultant.

Question or Concern	Contact	Phone Number
Service Interruption or safety concern	Columbia Gas of Ohio	1-800-344-4077
Connect/disconnect service	Columbia Gas of Ohio	1-800-344-4077
Meter reading/billing	Columbia Gas of Ohio	1-800-344-4077
Enrollment in or opting out of Aggregation Program	CRNGS Provider	1-888-XXX-XXXX
Aggregation Program Questions or Concerns		
Unresolved disputes	PUCO	1-800-686-7826 (voice) 1-800-686-1570 (TDD)

### M. Reliability and Indemnification of Consumers

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

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

## Village of Sunbury Operation and Governance Plan – Natural Gas Aggregation

### **N. Participant Rights**

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

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

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

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

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

### **O. Participant Responsibilities**

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

### **P. Termination of the Aggregation Program**

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



Sunbury Application for Governmental Natural Gas Aggregation Services

**B-3: Opt-out Disclosure Notice**

[FULLNAME]  
[MAILING ADDRESS\_1]  
[MAILING ADDRESS\_2]  
[CITY], [STATE]  
[ZIP]



Hi [NAME],

[DATE]

We are pleased to let you know that the City of Sunbury has chosen [Supplier] to be the preferred natural gas supplier for you and your neighbors through its Natural Gas Aggregation Program. In [Date], Sunbury voters gave the township trustees the authority to negotiate the most favorable electricity supply rate and terms for you. We are very proud to have been chosen to serve you!

**Here's What You Can Expect**

- The program is simple! You're automatically enrolled and there's no enrollment, switching or early termination fee.
- You'll receive a guaranteed, fixed rate of [PRICE] cents per ccf through your [END Month & Year] meter read.
- Nothing will change! Continue to receive one monthly bill from your local utility, Columbia Gas. You'll notice that [Supplier] will now show as a line item for the supply portion on your bill.
- Columbia Gas will send you a confirmation letter after your enrollment is finalized.

**Don't want to participate?**

Just complete and return the reply card below or call [Supplier] at [Toll-Free Number] before [opt-out deadline]. If you choose to opt out of the program at this time, or if you choose to leave the program at a later date, you will be served by Columbia Gas under its standard service offer or until you choose an alternative supplier of natural gas service. If you switch back to your utility, you may not be served under the same rates, terms, and conditions that apply to other customers served by your utility.

To learn more about the program, please see the enclosed terms and conditions or visit [WEBSITE].

With much appreciation,  
City of Sunbury & [Supplier]

Community: City of Sunbury

☐

I do not wish to take advantage of the favorable rate negotiated through the City of Sunbury Natural Gas Aggregation Program. By checking this box, I understand that my electricity account will not be included in the program.

This opt-out card must be post marked by [Opt-out date] and mailed to [Supplier, Supplier's Address].

Customer Name \_\_\_\_\_ Service Delivery Identifier \_\_\_\_\_

Service Address \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_



OHIO  
**SUNBURY**

Sunbury Application for Governmental Natural Gas Aggregation Services

**B-4: Experience and Plans**

### **"Experience & Plans"**

Scioto Energy is an independent brokerage and consulting firm founded in 2009 to provide energy solutions for clients in the areas of energy procurement, rate analysis, risk management, and load response. The managing partners of Scioto Energy are seasoned energy professionals with over 55 years of combined experience in both energy trading and energy retail marketing. Their extensive knowledge of utility structures, tariffs, and wholesale modeling allows Scioto Energy to deliver crucial and unbiased information to clients, which empowers them to make the best decisions regarding implementation of risk strategies that are in line with corporate goals.

Scioto Energy's unique procurement and analysis process ensures its clients the best optimization of structure and strategy for their specific risk appetite. Based on each customer's requirements and criteria, Scioto reaches out to a diversified group of suppliers it has vetted and determined to be able to fulfill that client's specific needs and then supply the essential data for the client to make the informed decision.

Greg Bechert has been involved in the energy retail industry since 1995, beginning with Enron Capital and Trade, where his initial focus was natural gas end-use customers throughout the Midwest region, specifically in Indiana, Michigan, and Ohio. Over seven years, his role and responsibilities expanded to include marketing electricity in Massachusetts, Illinois and Texas. In 2003, Mr. Bechert joined Constellation NewEnergy (CNE) where his knowledge and background assisted CNE in its marketing campaigns under Cinergy's and FirstEnergy's Market Development Plans. He went on to manage CNE's Midwest sales team and was instrumental in leading the company's sales efforts behind the Ameren footprint in Southern Illinois, and eventually expanded his responsibilities to include the ComEd market throughout Chicagoland. In 2009, he started Scioto Energy, Ohio's largest energy brokerage and consulting firm. Greg was recognized as a 2013 Who's Who in Energy, and in 2013 help found the Energy Professionals of Ohio association, where he currently serves as Chairman.

Susanne Buckley began her energy career in 1992 when she joined American Electric Power as an environmental engineer, which provided the foundation for her extensive knowledge of utility rate structures developed over the years. Ms. Buckley moved to the deregulated side when she joined American Electric Power Energy Services in 1998 where she gained experience in operations, trading, structuring deals and marketing. In 2005, Ms. Buckley joined Integrys Energy Services where she led the residential mass markets efforts for deregulated natural gas and electricity sales and also directed the commercial and industrial sales efforts for the Midwest region. In 2009, Susanne joined Scioto Energy and assisted in its efforts to become a leading brokerage and consulting firm in the Midwest. In 2013, she was recognized as a Who's Who in Energy, and in 2014, she was recognized as one of the Top 20 Energy Professionals by Business First.

Scioto Energy is a PUCO certified Retail Natural Gas Broker/Aggregator (Certificate Number 14-351G) and a Competitive Retail Electric Service Provider (Certificate Number 09-170E).