

FILE

24

(614) 221-0800

88 E. Broad St., Suite 1560

Columbus, OH 43215

www.wp-lawgroup.com



THE WELDELE & PIACENTINO  
LAW GROUP CO., LPA

Eric D. Weldele

eweldele@wp-lawgroup.com

Gina M. Piacentino

gpacentino@wp-lawgroup.com

December 13, 2017

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

PUCO

2017 DEC 13 PM 2:58

RECEIVED-DOCKETING DIV

RE: City of Ashland  
Case No.: 17-2498 - GA-GAG

Dear Sir/Madam:

Enclosed please one (1) original and two (2) copies, as required by the PUCO, of the Certification Application for the City of Ashland as a Governmental Aggregator to provide Natural Gas Governmental Aggregation Service to the City of Ashland.

You are requested to direct all future correspondence in this matter to Gina M. Piacentino, The Weldele & Piacentino Law Group, at the address indicated above or gpacentino@wp-lawgroup.com

Thank you in advance for your assistance in this regard. Please feel free to call me if you have any questions.

Respectfully submitted,

Gina M. Piacentino

cc: Larry D. Paxton, Director of Finance, City of Ashland

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.  
Technician M Date processed 12/13/17



# Public Utilities Commission

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

## CERTIFICATION APPLICATION OHIO NATURAL GAS GOVERNMENTAL AGGREGATORS

Please type or print all required information. Identify all attachments with an exhibit label and title (*Example: Exhibit B-1 - Authorizing Ordinance*). All attachments should bear the legal name of the Applicant. Applicants should file completed applications and all related correspondence with the Public Utilities Commission of Ohio, Docketing Division, 180 East Broad Street, Columbus, Ohio 43215-3793.

This PDF form is designed so that you may directly input information onto the form. You may also download the form by saving it to your local disk.

### SECTION A - APPLICANT INFORMATION

#### A-1 Applicant information:

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

Legal Name      City of Ashland, Ohio  
Address          206 Claremont Ave. Ashland, ohio 44805  
Telephone No.    419-289-8622      Web site address    Ashland-Ohio.Com  
Current PUCO Certificate Number      Effective Dates    1/1/2018  
County    Ashland

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

Name    Larry D. Paxton      Title    Director of Finance  
Business Address    206 Claremont Ave. Ashland, ohio 44805  
Telephone No.    419-289-8170 #1      Fax No.    419-281-0400      Email Address    paxton.larry@ashland-ohio.com

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

Name    Larry D. Paxton      Title    Director of Finance  
Business address    206 Claremont Ave. Ashland, ohio 44805  
Telephone No.    419-289-8107 #1      Fax No.    419-281-0400      Email Address    paxton.larry@ashland-ohio.com

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

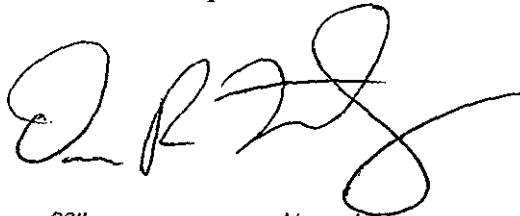
Customer service address    Jay Sell    Aspen Energy Corporation 4789 Rings Road, Suite 100 Dublin, Ohio 43017  
Toll-Free Telephone No.    (614) 884-5300 ext. 2      Fax No.    (614) 336-8362      Email Address    jsell@aspenenergy.com

## 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



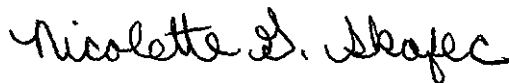
Duane R. Fishpaw Mayor

Sworn and subscribed before me this 28th

day of November

Month 2017

Year



Nicolette G. Skafec

Signature of official administering oath

Print Name and Title



Nicolette G. Skafec  
Notary Public, State of Ohio  
My Commission Expires Dec. 2, 2018

My commission expires on December 2, 2018



# 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 Ashland, Ohio Natural Gas Aggregation Program )  
for a Certificate or Renewal Certificate to Provide )  
Natural Gas Governmental Aggregation Service in )  
Ohio. )

Case No. [ ] -GA-GAG

County of [Ashland]  
State of [Ohio]

[Duane R Fishpaw Mayor of the City of Ashland, Ohio]

[Affiant], being duly sworn/affirmed, hereby states that:

- (1) The information provided within the certification or certification renewal application and supporting information is complete, true, and accurate to the best knowledge of affiant.
- (2) The applicant will timely file an annual report of its intrastate gross receipts and sales of hundred cubic feet of natural gas pursuant to Sections 4905.10(A), 4911.18(A), and 4929.23(B), Ohio Revised Code.
- (3) The applicant will timely pay any assessment made pursuant to Section 4905.10 or Section 4911.18(A), Ohio Revised Code.
- (4) Applicant will comply with all applicable rules and orders adopted by the Public Utilities Commission of Ohio pursuant to Title 49, Ohio Revised Code.
- (5) Applicant will cooperate with the Public Utilities Commission of Ohio and its staff in the investigation of any consumer complaint regarding any service offered or provided by the applicant.
- (6) Applicant will comply with Section 4929.21, Ohio Revised Code, regarding consent to the jurisdiction of the Ohio courts and the service of process.
- (7) Applicant will inform the Public Utilities Commission of Ohio of any material change to the information supplied in the certification or certification renewal application within 30 days of such material change, including any change in contact person for regulatory or emergency purposes or contact person for Staff use in investigating customer complaints.
- (8) Affiant further sayeth naught.

Affiant Signature & Title

[Signature of Duane R. Fishpaw] Duane R. Fishpaw Mayor

Sworn and subscribed before me this [28] day of [November] Month [2017] Year

[Signature of Nicolette G. Skafec]  
Signature of Official Administering Oath

Nicolette G. Skafec

Print Name and Title

My commission expires on [December 2, 2018]



Nicolette G. Skafec  
Notary Public, State of Ohio  
My Commission Expires Dec. 2, 2018

(Ohio Natural Gas Governmental Aggregator) Page 3 of 3

**Exhibit B-1:**  
**Authorizing Ordinance**

ORDINANCE NO. 66-16

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

**Whereas**, under Section 4929.26, Ohio Revised Code, the City of Ashland, Ohio (the "City") is authorized to establish an opt-out natural gas aggregation program for the benefit of natural gas consumers located within the incorporated areas of the City; and

**Whereas**, governmental aggregation provides an opportunity for residential and small business natural gas consumers to participate collectively in the potential benefits of natural gas deregulation through lower gas rates which they would not otherwise be able to have individually; and

**Whereas**, this Council seeks to establish a governmental aggregation program with opt-out provisions pursuant to Section 4929.26, Ohio Revised Code (the "Aggregation Program"), for the residents, businesses and other natural gas consumers in the City, as permitted by law; and

**Whereas**, this Council desires to submit to the electors of the City the question of whether the City should create a gas aggregation program in accordance with Ohio Revised Code Section 4929.26; and

**Whereas**, while the adoption of such a program is expected to provide residents with the potential of natural gas savings, residents would retain the right to "opt-out" and make their own arrangements with natural gas providers; and

**Whereas**, a vote in favor of the ballot issue would enable the City to proceed with such a program, but would not commit the City to proceeding if the Council should then find that it is not in the best interests of the citizens; Now, Therefore,

**Be It Ordained** by the Council of the City of Ashland, State of Ohio 4 members thereto concurring:

**Section 1.** This Council finds and determines that it is in the best interest of the City of Ashland, its residents, qualifying businesses and other natural gas consumers located within the corporate limits of the City to establish a Natural Gas Aggregation Program in the City of Ashland, as authorized by Section 4929.26 of the Ohio Revised Code.

**Section 2.** The authority to proceed with the proposed Natural Gas Aggregation Program must be approved by the electors of the City, pursuant to section 3 of this Ordinance. Upon approval by the electorate, the City of Ashland is hereby authorized to automatically aggregate, in accordance with Section 4929.26, Ohio Revised Code, and the Rules of the Public Utilities

Commission of Ohio, the sale and purchase of retail natural gas loads of customers located within the City of Ashland, and, for that purpose, to enter into service agreements to facilitate for those loads the sale and purchase of natural gas, and to take any other actions necessary to accomplish the same. Such aggregation will occur automatically for each person owning, occupying, controlling, or using a natural gas load center proposed to be aggregated and will provide for opt-out rights which, at a minimum, satisfy the requirements of Section 4929.26 of the Revised Code. The City may exercise such authority jointly with any other municipal corporation, township or county or other political subdivision of the State of Ohio to the full extent permitted by law.

**Section 3.** The Board of Elections of Ashland County is hereby directed to submit the following question to the electors of the City of Ashland at the primary election to be held on November 8, 2016:

Shall the City of Ashland have the authority to aggregate the competitive retail natural gas service for the retail natural gas loads for customer located in the City of Ashland and, for that purpose, to enter into services agreement to facilitate for those customers for the sale and purchase of natural gas (conversion to aggregation program will occur automatically unless the customers choose to opt out of the program)?

A majority vote is necessary for passage.

	YES-FOR THE MEASURE
	NO-AGAINST THE MEASURE

The Clerk of Council of the City of Ashland is instructed immediately to file a certified copy of this Ordinance and the proposed form of the ballot question with the Ashland County Board of Elections not less than ninety (90) days prior to November 8, 2016. The Natural Gas Aggregation Program shall not take effect unless approved by a majority of the electors voting upon this Ordinance and the Aggregation Program provided for herein at the election held pursuant to this Section and Section 4929.26 of the Ohio Revised Code.

**Section 4.** Upon the approval of a majority of the electors voting at the election provided for in Section 3 of this Ordinance, this Council individually or jointly with any other political subdivision, shall comply with all requirements of the Ohio Public Utilities Commission and develop a plan of operation and governance for the Natural Gas Aggregation Program. Before adopting such plan, this Council shall hold at least two public hearings on the plan.

Notice of the hearings shall be published once a week for two consecutive weeks in a newspaper of general circulation in the City prior to the first hearing. The notice shall summarize the plan and state the date, time, and location of each hearing. No plan adopted by this Council shall aggregate the natural gas load of any natural gas load center within the City unless it, in advance, clearly discloses to the person owning, occupying, controlling, or using the load center

that the person will be enrolled automatically in the Aggregation Program and will remain so enrolled unless the person affirmatively elects by a stated procedure not to be so enrolled. The disclosure shall state prominently the rates, charges, and other terms and conditions of enrollment. The stated procedure shall allow any person enrolled in the Aggregation Program the opportunity to opt out of the program at least every two years without paying a switching fee. Any such person that opts out of the Aggregation Program pursuant to the stated procedure shall default to the standard service offer provided under of Section 4929.26, Ohio Revised Code, until the person chooses an alternative supplier.

**Section 5.** That it is found that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal actions were in meetings open to the public and in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

**Section 6.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, or safety, and for the welfare of the citizens of the City, and for the further reason that it is necessary that this measure be enacted immediately in order to comply with time deadlines for filing with the Board of Elections, and that, provided it receives the majority vote of two-thirds or more of those elected to Council, this Ordinance shall therefore take effect and be in force immediately from and after its passage.

Passed: July 5th, 2016

Ruth G. Detrow  
Ruth G Detrow, President of Council

Attest: Jodi M Toms  
Jodi M Toms, Clerk of Council

Approved: Glen P. Stewart  
Glen P. Stewart, Mayor

Approved as to form and correctness:

Richard P. Wolfe II  
Richard P. Wolfe II, Director of Law

Date: July 5th, 2016



Election Summary Report  
OFFICIAL GENERAL ELECTION  
NOVEMBER 7, 2017  
ASHLAND COUNTY, OHIO  
Official Canvass

Date: 11/20/2017  
Time: 2:46:41 PM  
Page 7/10

Registered Voters 35,524 - Total Ballots 12,113 : 34.10%

39 of 39 Precincts Reporting 100.00%

New London Local School Board of Education UTE 12/31/19

Number of Precincts	1	
Precincts Reporting	1	100.00%
Vote For 0		
Total Votes	0	

No Valid Petition Filed

Northwestern Local School Board of Education

Number of Precincts	2	
Precincts Reporting	2	100.00%
Vote For 2		
Total Votes	78	

Laura Z. Woodring	60	76.92%
Paula Abrecht (W)	5	6.41%
Invalid Votes (W)	4	5.13%
Write-in	9	11.54%

West Holmes Local School Board of Education

Number of Precincts	1	
Precincts Reporting	1	100.00%
Vote For 3		
Total Votes	48	

Andrew Jones	13	27.08%
Brad Welsh	17	35.42%
Tina Zickefoose	18	37.50%

State Issue 1

Number of Precincts	39	
Precincts Reporting	39	100.00%
Vote For 1		
Total Votes	11,792	

YES	9,165	77.72%
NO	2,627	22.28%

State Issue 2

Number of Precincts	39	
Precincts Reporting	39	100.00%
Vote For 1		
Total Votes	11,822	

YES	1,858	15.72%
NO	9,964	84.28%

DALE-ROY RENEWAL 2.1M

Number of Precincts	39	
Precincts Reporting	39	100.00%
Vote For 1		
Total Votes	11,831	

FOR THE TAX LEVY	8,732	73.81%
AGAINST THE TAX LEVY	3,099	26.19%

ASHLAND CITY REC 0.5 M RENEWAL

Number of Precincts	14	
Precincts Reporting	14	100.00%
Vote For 1		
Total Votes	4,535	

FOR THE TAX LEVY	3,146	69.37%
AGAINST THE TAX LEVY	1,389	30.63%

PROPOSED ORDINANCE GAS AGGREGATION  
INCORPORATED AREAS OF ASHLAND CITY

Number of Precincts	14	
Precincts Reporting	14	100.00%
Vote For 1		
Total Votes	4,168	

YES	2,687	64.47%
NO	1,481	35.53%

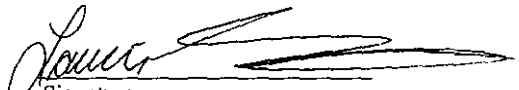
# Exhibit B-2: Operation and Governance Plan

**Proof of Publication**

Ashland Publishing Company  
40 E. Second St.  
Ashland, OH 44805  
Phone: (419) 281-0581  
Fax: (419) 281-5591

I, CS being first duly sworn depose and say that I am CSR of  
**Ashland Publishing Company**

60 Ashland Times-Gazette a newspaper printed and published in the city of Ashland, and of General circulation in the County of Ashland, State of Ohio, and personal knowledge of the facts herein stated and that the notice hereto annexed was Published in said newspapers for 2 insertions on the same day of the week from and after the 21st day of November, 2017 and that the fees charged are legal.

  
Signature

Name of Account: Aspen Energy Corporation  
Ad Number: 12389603  
No. of Lines: 24

Day(s) Published: 11/21, 11/28.  
Printers Fee: \$145.80 + 8.00 marketplace total \$153.80

Sworn to and subscribed before this 29th day of November, 2017.





Victoria J. Bennett  
Notary Public, State of Ohio  
My Commission Expires 5-11-2022

**PUBLIC HEARING NOTICE**

Pursuant to Sections 4928.20(C) and 4929.27(B) of the Ohio Revised Code, the City of Ashland, Ohio shall conduct public hearings for the purpose of obtaining public input on the Plan of Operation and Governance of the natural gas aggregation program. The Plan of Operation and Governance include the following provisions: (1) service provided; (2) determination of rates; (3) opt-out procedures; (4) billing and credit; (5) switching fees; and, (6) participation in the aggregation program. The Public Utilities Commission of Ohio may suggest other provisions to the Plan after its review.

All eligible customers who receive natural gas service from Columbia Gas of Ohio shall be included in the City's aggregation program. If an acceptable supply offer is received and accepted by the City, eligible customers shall receive an opt-out letter for the natural gas program explaining the rate and terms and conditions of the program.

The two public hearings shall be held at 4:30PM and 5:30 PM on December 5th, 2017; all hearings shall be conducted at City of Ashland Council Chambers. The hearings will be held on the 3rd floor of the Municipal Building (206 Claremont Ave.).

ORDINANCE

127-17

**AN ORDINANCE ADOPTING A PLAN OF OPERATION AND GOVERNANCE  
FOR NATURAL GAS GOVERNMENTAL AGGREGATION**

**WHEREAS**, the electorate of the City of Ashland, Ohio, has authorized the City to implement a natural gas aggregation program; and

**WHEREAS**, as a part of that process the City of Ashland must adopt a Plan of Operation and Governance for said purpose; and

**WHEREAS**, the City Council Of the City of Ashland hereby adopts and approves a Plan of Operation and Governance in regards to the Natural Gas Governmental Aggregation Program as attached hereto (see Exhibit A);and

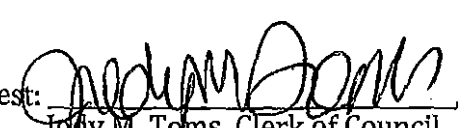
**NOW THEREFORE BE IT ORDAINED** by the Council of the City of Ashland, State of Ohio 4 members thereto concurring:

**Section 1.** That insofar as it is necessary to institute a plan of Operation and Governance, this Ordinance is declared to be an emergency measure, immediately necessary for the preservation of the public peace, property, health, safety and welfare of said City of Ashland, Ohio.

**Section 2.** That this Ordinance shall take effect and be in force from and after its passage by Council and approval pursuant to Section 12 of the Charter of the City of Ashland, Ohio.

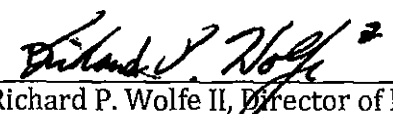
Passed: 12-5, 2017

  
Ruth G. Detrow President of Council

Attest:   
Jody M. Toms, Clerk of Council

Approved:   
Duane R. Fishpaw, Mayor

Approved as to form and correctness:

  
Richard P. Wolfe II, Director of Law

Date: 12-5, 2017

## **PLAN OF OPERATION AND GOVERNANCE**

### **Natural Gas Governmental Aggregation**

**Introduction.** On November 7, 2017, a majority of the voters in the City Of Ashland, OH approved a referendum that authorized the City Of Ashland ("the City ") to pursue Automatic Governmental Aggregation. After the City held two public hearings on the matter, as prescribed by Section 4929.26 of the Ohio Revised Code, the City approved this Plan of Operation and Governance, prepared in accordance with Section 4901:1-28-03 of the Ohio Administrative Code. Once certified as a Governmental Aggregator, the City will be authorized to combine multiple retail natural gas customer loads within its geographic boundaries (the "Aggregation") for the purpose of arranging for the purchase of natural gas supply in Ohio's competitive retail natural gas market.

**Governmental Aggregation Services.** The City, as a Governmental Aggregator, will serve as purchasing agent for the Aggregation. As purchasing agent, the Governmental Aggregator shall (i) select a Competitive Retail Natural Gas Supplier ("Supplier") to supply the Aggregation, (ii) negotiate the terms of supply between the Supplier and each Aggregation participant, and (iii) oversee the enrollment procedures administered by the Supplier.

**The Contract.** The supply contract negotiated by the Governmental Aggregator for the Aggregation (the "Contract") shall be for firm, all-requirements supply. Each Aggregation participant will be individually bound to the Supplier by the Contract, and will be solely responsible for payment and performance. The natural gas supply charges for the Aggregation are included in the Contract that will be negotiated by the Governmental Aggregator. The natural gas supply charges will take the form of either a fixed price or a variable price. All natural gas supply charges will be fully and prominently disclosed in consumer enrollment materials (such as the Opt-out Notice), available on the Supplier's website, and available by calling the Supplier's toll free customer service telephone number.

**Eligibility, Opt-out Disclosures, and Pooling Accounts.** Section 4901:1-28-05 of the Ohio Administrative Code requires Columbia Gas (the "Utility") to use its best efforts to provide the Governmental Aggregator with an account list of eligible customers, including the names, account numbers, and service and mailing addresses for all eligible customers residing within the Governmental Aggregator's boundaries. The following customers are not eligible: customers on the Percentage of Income Payment Plan (PIPP), customers that have past due amounts owing to the Utility, customers that are already under contract with a competitive retail natural gas supplier, and mercantile customers. Using this list of eligible accounts the Supplier, with the assistance of the Governmental Aggregator, will review the list to verify that the eligible accounts are located within the geographic limits of the City and that an area within the City limits has not been inadvertently filtered from the list.

The Supplier, with assistance from the Governmental Aggregator, will prepare and mail an "Opt-out Notice" to each account identified as (i) eligible by the Utility and (ii) within the geographic limits of the City by the Governmental Aggregator and the Supplier, within thirty (30) days of receipt of the list from the Utility. The Opt-out Notice will inform the eligible account holder that the Governmental Aggregator is forming an automatic (or "Opt-out") aggregation, provide the price for natural gas supply

to the Aggregation and other terms and conditions of service, and explain how the account holder can decline participation in the Aggregation. As required by 4901:1-28- 04 of the Ohio Administrative Code, the Opt-out Notice will indicate that the account holder has 21 days to affirmatively respond by telephoning a toll-free number, using a website or returning a postcard to the Supplier that is included in the Opt-out Notice.

The Supplier will receive all Opt-out requests and adjust the eligible account list accordingly. In addition, if any Opt-out Notices are returned by mail to Supplier marked as undeliverable, those accounts are removed from the eligible account list as well. Upon completion of the 21 day Opt-out period, the Supplier will notify the Utility of the remaining accounts that will form the Aggregation, and through an electronic data interchange transaction, enroll the Aggregation. Upon enrollment, each participant will receive an enrollment notice from the Utility that will indicate that the enrollee may rescind its participation in the Aggregation by contacting the Utility within seven business days.

In addition to the initial 21-day Opt-out period, each participant will be provided an opportunity to opt-out every two years without paying an early termination fee.

**Billing.** Aggregation participants will receive a single, monthly bill from the Utility, which will include charges from the Supplier for its natural gas supply, as well as the Utility distribution charges. Aggregation participants will be billed according to their Utility billing cycle.

**Credit, Collections and Deposits.** The Utility's credit and collection policy and policies regarding deposits will apply to the Aggregation participants and shall be administered by the Utility. Neither the Governmental Aggregator, nor the Supplier will implement additional policies with respect to credit, deposits and collections.

**Concerns and Complaints.** Aggregation participants will have multiple means of expressing concerns and reporting complaints. As a general rule, concerns regarding service reliability and billing should be directed to the Utility. The Utility will continue to read meters, handle billing, and generally have the most information about the physical service to a location or account. Questions regarding the administration of the Aggregation should be directed to the Supplier. The Supplier's customer service center is available by telephone 24 hours per day, 7 days per week. Any unresolved disputes should be directed to the Public Utilities Commission of Ohio and/or the Ohio Consumers Council. As a convenience, below are a list of helpful toll free telephone numbers.

<b><u>Nature of Complaint</u></b>	<b>Contact</b>	<b>Phone Number</b>
Gas Odor/Leaks-Fire-Explosions	Columbia Gas	1-800-344-4077
Service turn on/off	Columbia Gas	1-800-344-4077
Billing Disputes	Columbia Gas	1-800-344-4077
Price/Joining/Leaving Program	Supplier Customer Service	
Program Regulatory Questions	Supplier Customer Service	
Unresolved Disputes	Public Utilities Commission	1-800-686-7826
Unresolved Disputes	Ohio Consumers Council	1-877-742-5622

The Supplier will attempt to resolve all customer complaints in a timely and good faith manner. The Supplier shall investigate and provide a status report to the customer when the complaint is made directly to them and/or the City within three (3) business days following receipt of the complaint. Or in the case of a Public Utilities Commission of Ohio ("PUCO") complaint the Supplier will investigate and provide a status report to the customer and PUCO staff within three (3) business days following receipt of the complaint. If an investigation into a complaint received from the customer or a complaint referred by the PUCO is not completed within ten (10) business days, then a status report will be given to the customer, and, if applicable, the PUCO. These status reports will be given every three (3) business days until the investigation is complete, unless the action that must be taken takes longer than three (3) business days and the customer has been notified. Final results of a Commission-referred complaint will be provided to the PUCO either orally (phone) or in writing (e-mail, written correspondence), no later than three (3) business days after the investigation is completed. The final results will be provided in writing to the customer no later than three (3) business days after the investigation is completed. Customers retain the right to contact the PUCO regarding complaints and disputes. All customers have the right to contact the PUCO by writing to Public Utilities Commission of Ohio, ATTN: IAD, 180 E. Broad St., Columbus, OH 43215-3793; by fax to (614) 752-8351; through their website at [www.puc.state.oh.us](http://www.puc.state.oh.us) or by calling toll free (800) 686-7826 (VOICE) or (800) 686-1570 (TTY-TDD). Records of customer complaints will be retained for two (2) years after the occurrence of the complaint. A copy of the complaint record will be provided to the PUCO within three (3) business days, if requested.

**Moving within the City.** Aggregation participants who move from one location to another within the corporate limits of the City and retain the same account number, will remain an Aggregation participant and will receive the same price they would have received if their location had not moved. Aggregation participants who move from one location to another within the corporate limits of the City and are assigned a new account number may enroll their new account in the Aggregation and receive the same price as they would have received if their location had not moved, provided the new account is eligible for Aggregation. Participants who move and receive a new account number may be dropped from the Aggregation by the Utility, but they will not be charged an early termination fee from the Supplier. If a participant is dropped from the Aggregation due to a move within the City, the participant should contact the Supplier to be reenrolled.

**Moving outside of the City.** Aggregation participants who move out of the City limits will no longer be eligible to participate in the Aggregation, but they will not be charged an early termination fee from the Supplier.

**Enrolling after the Opt-out Period.** Residential and small business accounts located within the City's corporate limits that are eligible to join the Aggregation but initially chose to opt-out of the Aggregation, or otherwise weren't included in the Aggregation, may join the Aggregation after the expiration of the applicable Opt-Out Period by contacting the Supplier. The rate for those joining the Aggregation after the expiration of the Opt-out Period may be different from the rate negotiated for the Aggregation by the Government Aggregator. In the event that the Supplier is able to offer to newly eligible customers the same price that is provided to the current Aggregation participants, the Supplier may refresh the Aggregation by providing those who move in to the City the opportunity to be included

automatically, rather than waiting until the next pricing term of the Contract. The process for refreshing the Aggregation with new enrollments would follow the process noted above for determining eligibility, providing Opt-out Notices, and pooling the accounts. (Current Aggregation participants and those who previously declined participation would not receive the Opt-out Notice intended only for newly eligible customers.)



# Exhibit B-3: Automatic Aggregation Disclosure Notification

Date, 2018

## ENROLLMENT NOTICE

Dear Resident or Small Business:

In November 2017, The City of Ashland voters approved by majority vote the creation of a Natural Gas Aggregation Program to seek lower natural gas rates for eligible residential and small business customers. The City of Ashland council selected (SUPPLIER) Services, Inc. to supply natural gas to the City of Ashland Natural Gas Aggregation Program. As a resident or small business owner within The City of Ashland, you are eligible to participate in this program.

**You will be automatically enrolled in the program unless you opt out by Date, 2018.**

### Benefits

The City of Ashland Council has negotiated a competitive price of \$\*. \*\*\*/ccf. This pricing will be effective from your first meter read in (DATE) through your (DATE) meter read. Please see the enclosed Terms and Conditions for full details.

### Billing and Service Unchanged

Other than the price and supplier, nothing regarding your natural gas service will change. You will continue to receive one monthly bill from Columbia Gas. Columbia Gas will continue to deliver your natural gas, restore service following an outage, and be responsible for maintaining the system that delivers natural gas to your home. While (SUPPLIER) offers budget billing of its generation service charges for this aggregation program, please note that if you are currently on budget billing with Columbia Gas, the utility may bill you for any balance owed to them at the time of enrollment. This may result in a charge or a credit from Columbia Gas, depending on the current status of your budget billing accumulation. To set up budget billing with (SUPPLIER), please call our customer service center at \*\*\*(\*\*\*)-\*\*\*. Please note: (SUPPLIER) will bill you for your actual energy supply charges (rather than any budgeted amount) until you have contacted us to set up your budget billing account. Your budget billing with Columbia Gas will automatically continue for all other portions of your Columbia Gas bill other than the energy supply component if you are currently enrolled with Columbia Gas for the same service.

### Be Informed

- If you do nothing, you will be automatically enrolled in the City of Ashland program.
- Columbia Gas will continue sending monthly bills, responding to outages, and delivering your natural gas.
- No one from the City of Ashland program will ever come door to door and ask you to switch to a new supplier. Anyone who comes to your door asking you to switch is not with the City of Ashland program.

To participate in the program, DO NOT return the card below

If you do not wish to participate, fold and tear at perforation and return this portion in the enclosed envelope

## NOTIFICATION OF INTENT TO OPT-OUT

- ☒ I do not wish to be part of the City of Ashland Natural Gas Aggregation program. By returning this card, I am officially opting-out of this program.

This notification is in regard to service at this address:

\_\_\_\_\_  
SERVICE ADDRESS

Name \_\_\_\_\_  
CUSTOMER NAME

Address \_\_\_\_\_  
MAILING ADDRESS

City/State/Zip \_\_\_\_\_  
CITY, STATE ZIP/CD

**Enrollment Information**

After your enrollment is finalized, Columbia Gas will send you a letter confirming your enrollment. As required by law, this letter will inform you of your ability to rescind your enrollment without penalty.

**How to Opt Out**

If you do not wish to participate in the City of Ashland Natural Gas Aggregation Program, you must opt-out by DATE, 2018. To opt out, return the enclosed postcard. You may also opt-out by contacting (SUPPLIER) toll-free at (\*\*\*)\*\*\*-\*\*\*\* or online at [www.\(SUPPLIER\).com](http://www.(SUPPLIER).com). If you do not opt-out you will be enrolled in the City of Ashland Natural Gas Aggregation Program. At the end of this current two year term in DATE 20\_\_, you will again be provided with an opportunity to opt-out of the Village's Aggregation Program, or you may terminate the agreement at any time without penalty per the Natural Gas Purchase and Sale Terms and Conditions.

If you have any questions, please contact (SUPPLIER) toll-free at (\*\*\*)\*\*\*-\*\*\*\* or online at [www.\(SUPPLIER\).com](http://www.(SUPPLIER).com)

Sincerely,

(SUPPLIER)

Enclosure: Terms and Conditions

Sample

# Exhibit B-4: Opt-Out Notice

## **The City of Ashland Natural Gas Aggregation Program**

### **OPT OUT NOTICE – TERMS & CONDITIONS**

The City of Ashland pursuant to the aggregation authority conferred upon it by Ballot Issue, which passed by a majority of the vote on November 7, 2017, selected SUPPLIER ("Seller") to supply the aggregation and to administer enrollments as described below. IF YOU DO NOT WISH TO PARTICIPATE, YOU MUST OPT-OUT BY DETACHING AND RETURNING THE OPT OUT CARD ATTACHED TO THE ENROLLMENT NOTICE, POSTMARKED NO LATER THAN DATE 2018, BY SOING ON-LINE AT [www.{SUPPLIERWEBSITE}.COM](http://www.{SUPPLIERWEBSITE}.COM), OR BY CALLING OUR TOLL FREE NUMBER (XXX) XXX-XXXX BY DATE 2018. You, the account holder (also referred to as "Buyer") for the account referenced on the letter accompanying his Opt Out Notice (the "Account"), and Seller agree to the following terms and conditions (the "Agreement").

**1. Enrollment:** Enrollment is automatic for those who are eligible, but participation is voluntary. IF YOU DO NOT WISH TO PARTICIPATE, YOU MUST OPTOUT BY RETURNING THE OPT OUT CARD ATTACHED TO THE ENROLLMENT NOTICE, POSTMARKED NO LATER THAN DATE 2016, BY GOING ONLINE AT [www.{SUPPLIERWEBSITE}.com](http://www.{SUPPLIERWEBSITE}.com), OR BY CALLING OUR TOLL FREE NUMBER BY DATE 2018.

**Eligibility:** To be eligible for automatic aggregation, Buyer and the Accounts to be served (i) must be located within the jurisdictional boundaries of the City of Ashland and Columbia Gas ("Utility"), (ii) may not be under contract with another competitive supplier, (iii) may not be a mercantile customer or a PIPP (Percentage of Income Payment Plan program customers) customer, and (iv) must be in good credit standing with the Utility. **Rescission Period:** If this is Buyer's first enrollment into the City of Ashland Aggregation Program, upon Buyer's successful enrollment, the Utility will send Buyer a letter confirming the transfer of service. Buyer may cancel its enrollment without penalty within seven (7) business days of the postmark date of that letter ("Rescission Period") by contacting the Utility in writing or by telephone as noted in that letter.

**2. Delivery Period:** Service shall begin as soon as the Utility accepts your enrollment. Service shall continue through the DATE meter read date. Prior to the end of the initial Delivery Period, Seller shall provide Buyer notice of any changes to the terms and conditions of this Agreement that apply to service during the next Delivery Period. If renewal is indicated in the expiration notice, service will renew at the terms stated in the renewal notice unless Buyer affirmatively terminates the Agreement upon the Expiration as provided in the notice. Buyer shall have the opportunity to opt-out of the Aggregation Program at least every two (2) years without penalty.

**3. Supplier's and Utility's Role:** Seller agrees to sell to Buyer and deliver to the Utility, and Buyer agrees to purchase from Seller and receive from the Utility, Buyer's full requirements of natural gas for the accounts listed on the Enrollment Notice ("Accounts"), the Utility will deliver the natural gas to the Accounts and shall invoice and collect Seller's charges. Seller does not impose credit or deposit requirements. The Utility's billing and payment procedures shall apply in accordance with the applicable tariff, including but not limited to, the Utility's right to assess late payment fees and to disconnect gas service for past due charges. The Utility or Seller may terminate your service under this Agreement for non-payment with at least fourteen (14) days written notice. Seller may cause the Utility to correct previous invoices in the event of invoicing errors. Buyer should contact the Utility in the event of a natural gas emergency.

**4. Price:** The Price will be a Fixed Price Rate of \$X.XX per ccf or a certain percent-off of Columbia Gas of Ohio's Standard Choice Offer Adder

The Price includes all gas supply costs to the Utility and some pass-through charges from the Utility to the burnertip, including, but not limited to, btu factor and shrinkage. If the pass-through charges from the Utility increase, or if new charges are approved by a governmental agency with jurisdiction and passed through, or if existing tariff charges are administered differently and the pass through charges from the Utility increase, the Price will increase accordingly. There are no recurring or nonrecurring supplier charges that are billed in addition to the Price. A switching fee may apply under the terms of the Utility's tariff. **Seller shall not charge you separately for any switching fees.** The Price does not include Taxes (as defined below) or Utility distribution charges.

**5. Taxes:** Buyer is responsible for all state and local sales, use, revenue, gross receipts, commercial activity, excise and/or ad valorem tax (collectively, "Taxes") and shall reimburse Seller if Seller is required to remit such Taxes in connection with this Agreement. Tax exempt customers wishing to participate are requested to please send their most recent tax exempt certificate on or before DATE 2018 to: {NATURAL GAS SUPPLIER,LLC}, {123 MAIN STREET}, {TOWN},

{STATE} 12345 or fax to (XXX) XXX-XXXX. Be sure to note The City of Ashland Aggregation Program on the certificate. NATURAL GAS SUPPLIER, LLC will not charge sales tax starting with the date the certificate is received.

**6. Customer Information:** Seller will not request a deposit or investigate your credit history to establish service. The Buyer's social security number, account number(s), or any customer information will not be released by Seller without Buyer's express written consent except in accordance with rules 4901:1-28-04 and 4901:1-29-09 of the Ohio Administrative Code. Upon request of Buyer, Seller will provide up to 24 months of Buyer's payment history without charge.

**7. Termination; Remedies:** (a) This Agreement will automatically terminate or Buyer may terminate the Agreement without penalty if (i) the requested service location is not served by the Utility or (ii) Buyer, or the applicable Account being served, moves outside the Utility service area or to an area not served by Seller.

(b) This Agreement will terminate upon written notice, but without penalty to Buyer if, (i) competitive retail natural gas service is no longer available due to a change in regulation, tariff, or law, or (ii) Seller defaults, which includes, an unexcused failure to deliver natural gas under the terms of this Agreement.

(c) An "Early Termination" shall occur if this Agreement is terminated (i) by Buyer to select a different price or rate plan after the Rescission Period but prior to the end of the Delivery Period, or for any other reason other than those listed in (a)-(b) above or (ii) by Seller due to Buyer's default, which includes a failure to pay or an unexcused failure to receive natural gas under the terms of this Agreement. In the event of an Early Termination, Seller will not charge a termination fee. If Buyer returns to the Utility after the Rescission Period, Buyer may not be served on the same rates, terms and conditions that apply to the Utility's Standard Service Offer.

**8. Limitations:** ALL NATURAL GAS SOLD HEREUNDER IS PROVIDED "AS IS", AND SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT, WHETHER IN AGREEMENT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES.

**9. Force Majeure:** Except for Buyer's obligation to pay Seller timely, neither Party shall be liable to the other for failure to perform an obligation if such failure was caused by any event beyond the reasonable control of the non-performing party, that could not be remedied by the exercise of due diligence and that was not reasonably foreseeable, including without limitation, acts of God interruption of utility service, terrorist acts or wars, force majeure events of the Utility. Seller may return Buyer to Utility service upon notification of a Force Majeure event preventing performance.

**10. Questions, Complaints and Concerns:** Buyer may contact Seller (i) by calling 24 hours per day, 7 days per week at (XXX) XXX-XXXX, by visiting [www.{supplierwebsite}.com](http://www.{supplierwebsite}.com); or (ii) by writing us at {NATURAL GAS SUPPLIER, LLC}, {123 MAIN STREET}, {TOWN}, {STATE} 12345. Seller will attempt to resolve all customer complaints in a timely manner and will respond to all complaints within 3 business days of receipt. If Buyer's complaint is not resolved after Buyer has called Seller, or for general utility information, residential and business customers may contact the public utilities commission of Ohio (PUCO) for assistance at (800) 686-7826 (toll-free) from eight A.M. to live P.M. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contract the PUCO via 7-11 (Ohio relay service). The Ohio consumers' counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at (877) 742-5622 (toll free) from eight A.M. to five P.M. weekdays, or at <http://www.pickocc.org>.

**11. Miscellaneous:** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. Subject to regulatory approvals and notice from Seller, Seller may assign this Agreement without Buyer's consent. Buyer may assign this Agreement only with Seller's consent. This Agreement constitutes the entire agreement between the Parties, superseding all verbal and written understandings.

# Exhibit B-5: Experience

## EXPERIENCE

Due to the complexity of Governmental Aggregation, the City of Ashland has hired Aspen Energy Corporation (hereinafter "Aspen Energy") to assist them in designing, implementing and maintaining an Aggregation Program.

Aspen Energy was founded by Mr. Jonathan Peele over fifteen (15) years ago and employs over thirty (30) people in Dublin, Ohio. Aspen Energy is a Certified Electric Aggregator and Broker (14-767E(2)) and a Certified Natural Gas Aggregator and Broker (14-335G(2)).

Aspen currently manages approximately twenty-five (25) natural gas and electric aggregations programs that impact approximately twenty (20) communities across Ohio. Contact information for Aspen Energy:

4789 Rings Road  
Dublin, Ohio 43017  
614-884-5300

Among other services, Aspen Energy will actively lead and participate in the following activities to ensure the Aggregation Program for the City of Ashland is effective and compliant:

1. Assist in maintaining the Plan of Operation and Governance;
2. Lead the required public hearings and attend County Commissioners' and other meetings;
3. Assist the City of Ashland in the day-to-day administration of the program (problem resolution, press release, PUCO compliance, supplier liaison, contract review, etc.);
4. Design and issue the Request for Proposal, analyze supplier responses and provide recommendations for the supply agreement; and
5. Furnish customer data provided by Columbia Gas that would serve as the basis for an opt-out notice.

Aspen Energy is dedicated to reliable service and committed to ensuring the satisfaction of all the residents in the City of Ashland. Contact information at Aspen Energy with respect to issues involving the City of Ashland is:

Jay Sell  
4789 Rings Road, Suite 100, Dublin, Ohio 43017  
PH: 614-884-5300  
Email: [jsell@aspenenergy.com](mailto:jsell@aspenenergy.com)

The City of Ashland will not take title to the natural gas, issue bills, read meters or staff a call center for complaints. Those functions will be provided by Columbia Gas and the selected CRES supplier. The City of Ashland will comply with its responsibilities as a Governmental Aggregator and will respond to questions concerning the Aggregation program.