

PUCO USE ONLY - Version 1.07		
Date Received	Renewal Certification Number	ORIGINAL GAG Case Number
		14 - 1162 - GA-GAG

**RENEWAL CERTIFICATION APPLICATION  
OHIO NATURAL GAS GOVERNMENTAL AGGREGATORS**

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

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

**SECTION A - APPLICANT INFORMATION****A-1 Renewal Applicant information:**

Legal Name      City of Rossford  
Address      133 Osborn Street, Rossford, Ohio 43460  
Telephone No.      419-666-0210      Web site address      www.rossfordohio.com  
Current PUCO Certificate Number      14-375G      Effective Dates      7/28/2016 - 7/28/2018

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

Name      Mark R. Frye      Title      Consultant for City of Rossford  
Business Address      5577 Airport Highway, Suite 101, Toledo, OH 43615  
Telephone No.      419-539-9180      Fax No.      419-539-9185      Email Address      mfrye@palmerenergy.com

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

Name      Michael A. Scott      Title      City Administrator  
Business address      133 Osborn Street, Rossford, Ohio 43460  
Telephone No.      419-666-0210      Fax No.      419-661-4279      Email Address      mscott@rossfordohio.com

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

Customer service address      133 Osborn Street, Rossford, Ohio 43460  
Toll-Free Telephone No.      419-666-0210      Fax No.      419-661-4279      Email Address      mscott@rossfordohio.com

RECEIVED-COMPLAINTS UNIT  
2018 MAY 29 PM 12:35  
PUCO  
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.  
MAY 29 2018  
Date Processed  
Technician

## 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

*Karen Freeman* FINANCE DIRECTOR

Sworn and subscribed before me this

29<sup>th</sup>

day of

MARCH

Month

2018

Year

*Kathleen E. Shelt*

Signature of official administering oath

KATHLEEN E SHELTON NOTARY

Print Name and Title



My commission expires on

10-4-2019

KATHLEEN E. SHELTON

Notary Public - State of Ohio

My Commission Expires 10-4-2019

Recorded in Wood County



# 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 Rossford )

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

Case No. 14-1162 -GA-GAG

County of Wood  
State of Ohio

KAREN M FREEMAN

[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

*Karen M Freeman* FINANCE DIRECTOR

Sworn and subscribed before me this

29<sup>th</sup>

day of

MARCH

Month

2018

Year

*Kathleen E Shelt*

KATHLEEN E SHELTON NOTARY

Signature of Official Administering Oath

Print Name and Title



KATHLEEN E. SHELTON

Notary Public - State of Ohio

My Commission Expires 10-4-2019

Recorded in Wood County

My commission expires on

10.4.2019

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

# **EXHIBIT B-1**

**CITY OF ROSSFORD**

**AUTHORIZING  
ORDINANCE**

3

AN ORDINANCE APPROVING THE NATURAL GAS  
AGGREGATION PLAN OF OPERATION AND  
DECLARING AN EMERGENCY.

WHEREAS, on November 6, 2001 election the citizens of Rossford authorized the aggregation of natural gas loads located in the city for the purpose of purchase of natural gas and to join the Northwest Ohio Aggregation Coalition; and

WHEREAS, Ohio Revised Code 4929.26 and the rules of the Ohio Public Utility Commission (PUCO) require the adoption of a "Plan of Operation and Governance" to be adopted by the municipality; and

WHEREAS, two public hearings were conducted after publication of notification on the proposed "Plan of Operation and Governance" attached as Exhibit A.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF  
ROSSFORD, WOOD COUNTY, OHIO, THAT:

Section 1. The Plan of Operation and Governance for the Natural Gas Aggregation Program is hereby approved and the City Administrator is authorized to file the plan with the Ohio Public Utilities Commission (PUCO).


Section 2. All formal actions of Council relating to the adoption of this ordinance, and all deliberations of Council and any of its committees leading to such action, were in meetings open to the public as required by law.

Section 5: This ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health and safety of the City and its inhabitants for the reason that there exists an imperative necessity for the earliest implementation date for natural gas program supply.

Council Persons voting aye: Ruse, Wagner, Munroe, Staczek, Oberdorf, Eckel, Marquetti

Council Persons voting no: \_\_\_\_\_

Passed this 23 day of JUNE, 2014.

  
President of Council

# CERTIFICATE OF RESULT OF ELECTION ON QUESTION OR ISSUE

Revised Code, Section 1101.11

State of Ohio

County of WOOD

The Board of Elections of WOOD County hereby  
certifies that at the election held in the city of Rossford  
(Subdivision)

in said county on November 6, 2001 the  
(Date of election)  
vote cast on the following issue was as follows:

Issue Shall the City of Rossford have the authority to aggregate the natural gas  
loads located in the City, and for that purpose, enter into service agreements to  
(Yes levy, bond issue, local option, etc. — describe fully)  
facilitate for those loads the sale and purchase of natural gas, such aggregation to  
occur automatically except where any person elects to opt out?

Votes Yes 1,311  
(For, yes, etc. — as on ballot) (Number)

Votes No 335  
(No, against, etc. — as on ballot) (Number)

Total vote cast on issue: 1, 646  
(Number)

Witness our official signatures at Bowling Green, Ohio in  
said county, this 19th day of November, 2001

Richard A. Smith Chairman  
Al Busin  
Michael J. Smith  
J. J. Hill

Attest: Larry L. Burton  
Director

BOARD OF ELECTIONS

WOOD County, Ohio

**EXHIBIT B – 2**

**CITY OF ROSSFORD  
NATURAL GAS  
AGGREGATION PROGRAM  
  
PLAN OF OPERATION AND  
GOVERNANCE**

## **Purpose**

The goal of this program is to facilitate additional choices for the supply of natural gas for eligible residential and commercial consumers, pursuant to Ohio Revised Code section 4929.

The City of Rossford Natural Gas Aggregation Program seeks to aggregate the retail natural gas loads of consumers located in the City to obtain the lowest price for the supply of natural gas. Participation in the City of Rossford aggregation program is limited to individuals who are not already under contract with an alternative CRNGS.

This program is voluntary. Every eligible customer has the opportunity to decline to be a member of the aggregation program and to remain with Columbia Gas or to enter into a natural supply contract with any other competitive retail natural gas services provider (CRNGS).

## **Process**

On November 6, 2001, the City of Rossford voters approved the development of a form of natural gas government aggregation, known as opt-out aggregation. The City shall follow the process of governmental aggregation as set out in Ohio Revised Code section 4929.26 and the rules set out by the Public Utilities Commission of Ohio (PUCO).

A municipal corporation may automatically aggregate its residents after passage of an opt-out ordinance, approval by a majority of the voters and adoption of a Plan of Operation. The City has accomplished all of these requirements.

The process will entail selection of a CRNGS, mailing opt-out notices to eligible customers, generating a list of participants who did not opt out, and then transferring the participants to the chosen CRNGS.

## **Rossford's Aggregation Program**

Rossford's aggregation program will be administered by the City Administrator. The City currently administers an electricity opt-out aggregation program and secures third party suppliers for electricity at its facilities.

The aggregation program is designed to reduce the amount consumers pay for natural gas. Rossford will not buy and resell the natural gas for the participants of the program. Instead, The City of Rossford and its selected energy consultant will competitively bid and negotiate a contract with a CRNGS to provide natural gas to the members of the aggregation program.



Once the contract price has been negotiated with the supplier, the natural gas supply contract will be submitted to Rossford City Council for approval.

Once the natural gas supply contract has been approved, the City or the selected supplier will obtain the list of customers within its boundaries from Columbia Gas, either by zip code or by method provided by the utility. The City will have its CRNGS cleanse the data to ensure that it does not contain customers with alternate suppliers, PIPP customers, and any other excludable consumers, and only those who live within the jurisdictional boundary. The City will then have its CRNGS send an opt-out notice to each eligible customer which discloses the offered price for natural gas along with any applicable contract terms. The opt-out notice will clearly inform potential customers that they may opt-out of the program during the 21-day period following the mailing of the notification, along with instructions on how to opt-out. Customers who opt-out of the City's aggregation program during this initial notification period will remain with Columbia Gas unless and until the customer chooses an alternative CRNGS or chooses to opt-in to the aggregation program at a later date.

### **Operation**

All necessary technical analysis, competitive procurement of services, regulatory approvals, accounting and fiscal management, contract maintenance, communications, program coordination and administrative support will be professionally provided by existing staff and an energy consultant, as well as the chosen CRNGS.

It is anticipated that Rossford's natural gas aggregation program will be operated in cooperation with the surrounding communities in the Northwest Ohio Aggregation Coalition (NOAC). However, this Plan of Operations pertains only to the City of Rossford and its residents.

### **Funding**

The primary expenses associated with operating this program are printing and mailing cost of the opt-out notices, and fees for an energy consultant. Instead of paying for these costs upfront, it shall be The City's goal to have the chosen CRNGS absorb these fees into their offered rates of the program participants.

### **Notification of Customers**

All eligible customers in The City of Rossford will receive opt-out information in the mail. The City will adhere to all eligibility requirements of R.C. 4929.26. Essentially,

eligible customers cannot be under contract to buy natural gas from an alternate CRNGS or a mercantile customer.

The opt-out notice shall clearly inform customers of the offered rate, and that they have the right to opt-out of The City's aggregation program within twenty-one days after the mailing of the notice without paying a switching fee. The opt-out notice will fully describe how to opt-out.

After the completion of the opt-out process, the residents who did not opt out will be included in The City's aggregation program. The selected retail natural gas supplier will submit the aggregation list to Columbia Gas to set up the proper transfer of accounts.

### **Customer opt-out**

Customers may opt-out of The City of Rossford aggregation program at no charge within the twenty-one day period following the mailing of the notice containing the rates and terms of the aggregation program. Customers who return the required opt-out notice will remain customers of Columbia Gas. The City will offer the twenty-one day period during which customers can opt-out of the aggregation program without charge at least every two years pursuant state law.

### **Customer opt-in**

The City of Rossford intends on having its supplier allow customers who move into or within The City of Rossford to opt into The City's aggregation program by calling and voluntarily signing up with the supplier. The City will strive to provide these new customers with a rate similar to those who had been in the pool from the beginning. Additionally, the City's supplier may obtain a refreshed customer list from Columbia Gas approximately every six months. The City's supplier may then send aggregation information to those eligible customers identified on the refresher list. Whether this information is in opt-in or opt-out format will depend on the negotiated language of the supplier contract. If interim opt outs are to take place; a twenty-one day opt-out will occur in the manner described above.

### **Joining the Program at a later date**

Residents of the City who initially chose to opt-out of the Program, for whatever reason, and wish to enroll at a later date, will be treated the same as a new resident. That is they will not automatically become part of the existing program, but will be given an opportunity to enroll. However, the City cannot guarantee that rates, terms and conditions to consumers enrolling in the Aggregation after the initial 21 day opt-out period, will match those of the initial enrollee.

## **Disputes**

The procedure for handling complaints will be in accordance with the rules set by the PUCO, and handled by the retail natural gas supplier. Dispute resolution provisions will also be in accordance with PUCO regulations. The opt-out package will contain the telephone numbers and websites for the PUCO and the Ohio Consumers Counsel, as well as the supplier's toll-free number.

The City of Rossford supplier will maintain this toll free number for all customer related questions and complaints. The City shall require that the personnel assigned to answer these calls be trained and provided the knowledge specific to The City's program.

## **Termination of natural gas supply program**

The natural gas supply program may be terminated at the expiration of the supply contract without any extension, renewal or subsequent supply contract being negotiated.

In either event, the aggregation pool customers will return to Columbia Gas unless and until they switch to an alternate supplier. Each individual customer receiving natural gas supply service under The City of Rossford aggregation program will receive notification of the termination of the program before termination.

## **Rates**

The Department of Public Utilities shall receive proposals from CRNGS using a competitive selection process. Bidders will be required to provide a fixed price, floating price, a percent off rate, or a combination of the above. If consumers will have the option of choosing between fixed and floating prices, the opt-out package will contain ample and easy to understand information to aid the consumer in deciding which option best suits their natural gas needs. The City will decide which pricing structure(s), to offer based on the bids received, and an analysis of the current and projected market status as well as the bids received.

## **Billing and Payment**

The City of Rossford will continue to have Columbia Gas bill customers monthly, using an itemized format approved by the PUCO. The City will not become involved in any payment delinquency issues and thus will not require any type of consumer credit or deposit. If The City's supplier wishes to pursue payment delinquency issues, details of the supplier's credit and deposit policies will be included in the opt-out package.

Columbia Gas will continue to deliver the natural gas purchased on the City's aggregation program through its natural gas distribution system. Participants with questions or concerns regarding service delivery or safety, such as a natural gas outage or gas odor should continue to contact Columbia Gas. Meter readings and other billing questions should also continue to be directed to Columbia Gas.

Questions or concerns regarding the aggregation program should be directed to the CRNGS or the City of Rossford.

Question or Concern	Contact	Telephone Number
Gas Odor or leaks	Columbia Gas Delivery	1-800-344-4077
Turn on or off gas service	Columbia Gas Delivery	1-800-344-4077
Billing Disputes	Columbia Gas Delivery	1-800-344-4077
Enroll or opt-out of program	CRNGS	1-800-XXX-XXXX
Program Questions or Concerns	CRNGS	1-800-XXX-XXXX
Unresolved Disputes	Public Utilities Commission of Ohio	1-800-686-7826 (voice) 1-800-686-1750 (TDD)
Unresolved Disputes	Ohio Consumers Council	1-877-742-5622 or occ@occ.state.oh.us

### **Liability**

The City shall not be liable to Members in the Aggregation Group for any claims whatsoever arising out of the aggregation program or the provision of aggregation services by the City or the Provider. Aggregation Group members shall assert any such claims solely against the Provider pursuant to the Power Supply Agreement, under which such participants are express third-party beneficiaries.

### **Copies of Plan**

Copies of this plan are available from the City of Rossford free of charge. Call The City at 419-666-0210, for a copy or for more information.

### **Consumer Right to Contact PUCO**

Any natural gas customer, including any participant in The City of Rossford Natural Gas Aggregation Program, may contact the Public Utilities Commission of Ohio (PUCO) for information, or make a complaint against the Program, the Provider, or CGO. The PUCO may be reached toll free at 1-800-686-7826.

ATTEST

Robert P. Watral  
Clerk of Council

APPROVED:

[Signature]  
Mayor

Date of Mayor's Approval: 6-23-14

Approved as to form and content this 23 day of JUNE, 2014:

[Signature]  
Kevin A. Heban, Law Director

# **EXHIBIT B-3**

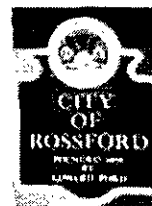
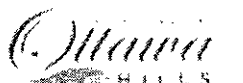
## **CITY OF ROSSFORD**

### **AUTOMATIC AGGREGATION DISCLOSURE NOTIFICATION**



... LUCAS COUNTY ...

... MAUMEE Ohio ...



## NORTHWEST OHIO AGGREGATION COALITION (NOAC)

April 7, 2017

Northwest Ohio Aggregation Coalition Community Pricing: NYMEX + \$0.124/CCF 24 months

Columbia Gas Pricing: NYMEX + \$0.145/CCF 12 months

Dear Natural Gas Consumer,

Your Community Officials have selected Volunteer Energy Services, Inc. (VESI), an Ohio Corporation, to provide you with the opportunity to join or continue with other residents and small commercial customers in the Community's natural gas Government Aggregation Program. Government Aggregation programs allow Community officials to bring together citizens to gain group-buying power for the purchase of natural gas from a retail supplier licensed by the Public Utilities Commission of Ohio. Voters of each NOAC community approved this program as follows: Village of Holland in May, 2002; Lake Township in January, 2004; Lucas County in July, 2001; City of Maumee in November, 2002; City of Northwood in July, 2001; City of Oregon in January, 2002; Village of Ottawa Hills in August, 2010; City of Perrysburg in August, 2001; City of Sylvania in July 2001; City of Toledo in August, 2001; City of Rossford in November, 2001; Village of Walbridge in April, 2010.

*You will be automatically enrolled in our community's Natural Gas Government Aggregation Program unless you choose to "opt out"* – that is, affirmatively choose not to participate. If you wish to be excluded from the natural gas aggregation program you must return the enclosed "Opt-Out" form by **April 28, 2017**. Otherwise, you will be included in the aggregation program. You do not need to do anything to participate. There is no cost for enrollment and you will not be charged a switching fee.

**The opt-out aggregation program is for the period of May 2017 through April 2019. For participating members of this program, Volunteer Energy will deliver natural gas at a rate of NYMEX final monthly settlement price plus \$0.12 per Ccf at the burnertip for at least twelve months but not more than 24 months. You will be provided another opt-out notice if the adder of \$0.124 per Ccf increases. If you are ever unhappy with your rate, you may leave the program free of charge at any time. Please refer to the attached Terms and Conditions for full details of this offer.**

After you become a participant in the Community's natural gas aggregation program, Columbia Gas will send a letter confirming your selection of VESI as your natural gas provider. As required by law, this letter will inform you of your option to cancel your enrollment with VESI within (7) seven business days of its postmark date. To remain in the Village's government aggregation program, you do not need to take any action when this letter arrives. You will be automatically enrolled.

Columbia Gas of Ohio will always be responsible for ensuring the distribution of natural gas to your premises and will continue to maintain your meter, the monthly reads and the pipelines that deliver natural gas to your home. Your natural gas bill will also continue to come from Columbia Gas of Ohio. The only change you will notice is the name of your new gas supplier, VESI included on your bill.

If you have any questions, please call VESI toll-free at 1-800-977-8374, Monday through Friday, 9:00 a.m. to 4:00 p.m.

Sincerely,

Your Community and Volunteer Energy Services, Inc.

**EXHIBIT B – 4**

**CITY OF ROSSFORD**

**OPT-OUT NOTICE**



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

**Service Arrangement:** VESI's energy supply will be delivered to your residence or facility via the utilities pipeline on a month to month basis. Upon acceptance by the utility company the cost will be at a rate of NYMEX plus \$0.124 per Ccf end of month close.

**Term:** The term of this Agreement shall commence when accepted by VESI and shall continue through April 2019 unless otherwise cancelled by either party. Natural gas service will begin within 60 days of acceptance by Columbia Gas. You may terminate this Agreement with VESI by providing a 30-day notice in writing to VESI or by telephone. Columbia Gas will continue to deliver VESI-supplied natural gas to your home at the agreed upon rate.

**Office Locations and Hours:** VESI's offices are located at 790 Windmill Drive, Pickerington, Ohio 43147 and are open from 8:30 A.M. to 4:00 P.M. E.S.T., Monday through Friday. VESI can be reached by telephone at (614) 856-3128 or toll free at 800-977-8374 option 1. Telephone service hours are from 9:00 A.M. to 4:00 P.M. E.S.T., Monday through Friday. E-mail address is [sraffeld@volunteerenergy.com](mailto:sraffeld@volunteerenergy.com)

**Bill Payment Process:** Columbia Gas of Ohio will continue to bill you monthly for their delivery services and also for VESI's natural gas supplies. Should you fail to pay the bill or fail to meet any agreed upon payment arrangement, Columbia Gas may terminate your service in accordance with its company tariffs, and this agreement with VESI may be automatically terminated. If VESI is providing billing services, VESI may terminate this agreement with fourteen (14) days' notice for failure to pay the bill or failure to meet any agreed upon payment arrangements.

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

**Amendment to Agreement:** VESI may amend VESI's Supply Agreement from time to time upon approval from your community. Any amendments made would not take effect for a minimum of thirty (30) days and you will receive thirty (30) days written notice at members - service address. Notice of any such

change is public information and may be announced by any one of or variation the following methods: local newspaper press release, local radio station announcement, written communications to participants or update on your community's website.

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

**Credit:** If VESI is performing billing services, other than for operational maintenance, assignment and transfer of your account or, for commercial collection, VESI will not disclose your account number without your affirmative written or electronic authorization or pursuant to a court or commission order. Additionally, if billing, other than for the purposes of credit checking and credit reporting, VESI will not disclose your social security number without your affirmative written consent or pursuant to a court order.

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

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

VESI's fixed rate excludes utility charges and taxes. Service is subject to enrollment processing timelines as determined by your local utility and VESI's aforementioned Terms and Conditions of Service. To be eligible to participate in the aggregation, you must: (1) have a residence or business located in the NOAC; (2) be eligible to receive natural gas from Columbia Gas of Ohio; (3) meet Ohio non-mercantile requirements; (4) be current with your natural gas payments payment arrangements; (5) not be enrolled in the PIPP program; and (6) currently not taking supply service from another natural gas marketer. If you believe you received this letter in error as you are not located in the NOAC, please contact VESI to remove your account from our aggregation list.

*P.S. Remember to return the opt-out form **only** if you do not want to participate in the Community's Governmental Aggregation program.*

**OPT-OUT FORM FOR THE NOAC GOVERNMENTAL AGGREGATION PROGRAM**

I wish to opt out of the NOAC Governmental Aggregation Program  
Service Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Account Number: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Account holder's signature: \_\_\_\_\_

Mail by April 28, 2017 to: NOAC Governmental Aggregation Program, 790 Windmill Drive, Pickerington, Ohio 43147

17

**EXHIBIT B – 5**

**CITY OF ROSSFORD**

**EXPERIENCE**

## **EXHIBIT B - 5 Applicant's Experience:**

Rossford is located in Wood County in northwestern Ohio, and abuts the southeast boundary of the City of Toledo. It was incorporated as a village in 1939, and became a city in 1971. The city operates under and is governed by its Charter, first adopted by the voters in 1970 and which has been and may be amended by the voters from time to time. The Charter provides for a council/mayor form of government. The City is also subject to some general laws applicable to all cities. Under the Ohio Constitution the City may exercise all powers of local self-government, and police powers to the extent not in conflict with applicable general laws.

Legislative authority is vested in a seven-member Council, of whom all are elected at-large for overlapping four-year terms with an election for three (or four in alternate council election years) council seats every two years. The Council enacts ordinances and resolutions relating to the City services, tax levies, appropriating and borrowing money, licensing and regulating businesses, and other municipal purposes.

The City of Rossford plans to join an existing government aggregation group, the Northwest Ohio Aggregation Coalition (NOAC). NOAC is a coalition of communities in Lucas and northern Wood County providing governmental aggregation services for electric and natural gas customers within the Cities of Maumee, Northwood, Oregon, Perrysburg, Sylvania and Toledo, the Village of Holland, the Wood County townships of Lake and Perrysburg, and all the unincorporated township areas of Lucas County (through the Board of County Commissioners, Lucas County, Ohio).

Since its founding, the coalition now coordinates efforts on a wide range of utility issues focusing primarily on electric and natural gas. The coalition is assisted on technical market issues by Palmer Energy, a local energy consulting firm located in Toledo, Ohio. Mark Frye, President of Palmer Energy, is NOAC's designated consultant and has testified on behalf of NOAC in several matters before the Public Utilities Commission of Ohio.

By joining an existing government aggregation group will allow the City to utilize NOCA's resources to meet the City's responsibilities as stated in the "Plan of Operation and Governance."