



# Public Utilities Commission

PUCO USE ONLY - Version 1.07		
Date Received	Renewal Certification Number	ORIGINAL GAG Case Number
		14 - 1058 - 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 Village of Coldwater  
 Address 610 W. Sycamore Street, Coldwater, OH 45828  
 Telephone No. (419)678-4881 Web site address <http://villageofcoldwater.com/>  
 Current PUCO Certificate Number 14-365G(2) Effective Dates 7/11/2016 - 7/11/2018

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

Name Jeff Haarmann Title Managing Partner - Affordable Gas & Electric  
 Business Address 10749 E Garden Rd, Mt Vernon, IL 62864  
 Telephone No. (618) 204-0115 Fax No. (618) 205-5069 Email Address [jhaarmann@supernovapartners.co](mailto:jhaarmann@supernovapartners.co)

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

Name Jeff Haarmann Title Managing Partner - Affordable Gas & Electric  
 Business address 10749 E Garden Rd, Mt Vernon, IL 62864  
 Telephone No. (618) 204-0115 Fax No. (618) 205-5069 Email Address [jhaarmann@supernovapartners.co](mailto:jhaarmann@supernovapartners.co)

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

Customer service address 10749 E Garden Rd, Mt Vernon, IL 62864  
 Toll-Free Telephone No. (855) 682-0222 Fax No. (618) 205-5069 Email Address [info@agellic.com](mailto:info@agellic.com)

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.  
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 PUCO

## 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

*Eric C. Thomas*

Village Manager/Engineer

Sworn and subscribed before me this

24<sup>TH</sup>

day of

MAY

Month

2018

Year

Signature of official administering oath

JASON EYINK, FINANCE DIRECTOR  
Print Name and Title



JASON EYINK  
Notary Public, State of Ohio  
My Comm. Expires: 11/4/18

My commission expires on

11/4/18



# The Public Utilities Commission of Ohio

Ohio Natural Gas Governmental Aggregation  
Affidavit Form  
(Version 1.07)

In the Matter of the Application of )

Village of Coldwater )

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

Case No. 14-1058 -GA-GAG

County of Mercer  
State of Ohio

ERIC C THOMAS

[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

*Eric C. Thomas*

Village Manager/Engineer

Sworn and subscribed before me this

24<sup>TH</sup>

day of

MAY

Month

2018

Year

Signature of Official Administering Oath

*Jason Eyink*

Print Name and Title

JASON EYINK, FINANCE DIRECTOR

Notary Public, State of Ohio  
My Comm. Expires: 11/4/18

My commission expires on

11/4/18



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

**Exhibit B-1**

**Village of Coldwater**

*Authorizing Ordinance*

A copy of the Village's Authorizing Ordinance is attached.

**CHARTER ORDINANCE NO. 1615**

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section 7.** That the Board of Elections of Mercer County is hereby directed to submit the following question to the electors of the Municipality at the election to be held on May 6, 2014:

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

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

**Section 8.** That the Village of Coldwater clerk is hereby directed to file this authorizing Ordinance and other related matters with the appropriate election officials no later than ninety (90) days prior to the May 6, 2014 election as required by ORC 4929.26. The Program shall not take effect unless approved by the majority of the electors voting upon the proposed ballot question at the election held pursuant to this section and ORC 4929.26.

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

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

**Section 11.** No plan adopted by the Village Council shall aggregate any retail customers in the Municipality unless it in advance clearly discloses to the person whose retail gas service is to be so aggregated that the person will be enrolled automatically in the Program and will remain so enrolled unless the person affirmatively elects by a stated procedure not to be so enrolled. The disclosure shall state prominently the rates, charges, and other terms and conditions of the enrollment. The stated procedure shall allow any person enrolled in the Program to opt out of the Program once every 36 months without paying a switching fee. Any such person that opts out of the Program pursuant to the stated procedure shall default to the gas distribution utility providing distribution service for the person's retail gas service load, until the person chooses an alternative supplier.

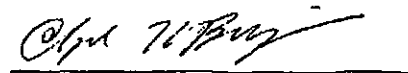
Section 12:    EFFECTIVE DATE

This ordinance is deemed an emergency measure necessary for the health, welfare, safety and protection of the residents of the Village of Coldwater, Ohio, and therefore, shall take effect and be in force from and after its passage and approved by the Mayor.

Adopted this 31<sup>st</sup> day of FEBRUARY, 2014.

  
Joseph H. Knapschaefer, Mayor

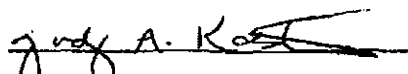
Attest:

  
Clyde Bellinger, Clerk

I HEREBY CERTIFY THAT THIS IS A TRUE AND COMPLETE COPY OF THIS ORDINANCE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Approved:

  
CLYDE W. BELLINGER  
COUNCIL CLERK

  
Judy A. Koesters, Law Director

## **Exhibit B-2**

### **Village of Coldwater**

#### *Plan of Operation and Governance*

A copy of the Village's Plan of Operation and Governance is attached.

# Plan of Operation and Governance

Municipal Opt-Out Natural Gas Aggregation Program

Village of Coldwater

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# 1.) Background

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**The Law – Ohio Revised Code Section 4929.26 (A1) states the following:**

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

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

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

Any load aggregation plan established shall provide for the following:

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

If the program is approved as an opt-out program for residential and small commercial retail customers, then:

- Within 60 days after receiving the bids, the corporate authorities or county board shall allow residential and small business customers to commit to the terms and conditions of a bid that has been selected by the corporate authorities or county board.
- If (A) the corporate authorities or county board award proposed agreements for the purchase of natural gas and other related services and (B) an agreement is reached between the corporate authorities or county board for those services, then customers committed to the terms and conditions, shall be committed to the agreement.
- If the corporate authorities or county board operate as an opt-out program for residential and small business retail customers, then it shall be the duty of the aggregated entity to fully inform those customers in advance that they have the right to opt out of the aggregation program.

- On February 3, 2014 and in accordance with the requirements of ORC 4929.26, the corporate authorities or county board approved a resolution allowing a referendum question to be placed on the May 6, 2014, ballot to operate an Aggregation Program as an "Opt-Out" program. Under the Opt-Out program, Dominion East Ohio (DEO) residential and small business retail natural gas customers in city/village/county's jurisdiction are automatically included as participants in the Program unless they Opt-Out of the Program by providing written notice of their intention not to participate in the Municipal Aggregation buying group. On May 6, 2014, the electorate will be asked to allow the corporate authority or county board to arrange for the supply of natural gas on behalf of the residents and small businesses in the jurisdiction. Upon approval of the ballot question by the electorate, the corporate authority or county board will adopt the Plan of Operation and Governance as the rules for the implementation and operation of a municipal natural gas aggregation program. Upon approval of the Plan, the corporate authority or county board will file an application with the PUCO for certification as a Governmental Aggregator.
- The corporate authority or county board has retained Supernova Partners, LLC, Affordable Gas and Electric Company, LLC ("Consultant") to assist with administering the Program, the Opt-Out process, managing the competitive bidding process, writing the Request for Proposal ("RFP") to help the corporate authority or county board officials select the most suitable Retail Natural Gas Supplier ("Supplier") and commodity product for participating residents and small businesses wanting to participate in the Program. Additionally, Consultant shall assist the corporate authority or county board in completing and filing all reporting and documentation for government aggregators as required by the PUCO.

## 2.) Municipal Opt-Out Aggregation

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The purpose of municipal opt-out aggregation is to reduce the natural gas supply costs which the corporate authority or county board's residents and small businesses pay for natural gas, taking advantage of certain economies of scale to negotiate favorable rates. The corporate authority or county board shall seek fixed natural gas prices for each eligible class of customers that may be lower than the comparable price available from the Local Distribution Company ("LDC"), in this case Dominion East Ohio. Individual residential and small business retail consumers are unable to obtain significant price discounts since they lack the bargaining power, expertise and the economies of scale enjoyed by larger industrial consumers. The Program will band together numerous natural gas accounts, providing the benefits of economies of scale that work to benefit the smaller consumer.

As a governmental aggregator ("GA"), the corporate authority or county board does not own natural gas assets and will not purchase and resell natural gas, but represents consumer interests to set the terms for natural gas supply and service from competing Retail Natural Gas Suppliers licensed with the PUCO. Through a competitive bid process operated and managed by Consultant, the corporate authority or county board will enter into a contract with a Supplier for full-requirements retail natural gas supply service. The contract is expected to be for a fixed price for a specified term. The corporate authority or county board may contract with one or more Suppliers if necessary to meet the needs of participating residents and small businesses.

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

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

### 3.) Eligible Customers

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Eligible customers under the municipal natural gas aggregation program include LDC customers who are located within the municipality's geographical boundaries and are either:

- Residential customers receiving natural gas service from the LDC
- Non-mercantile small business retail customers consuming 500 Mcf or less annually on a calendar basis, receiving natural gas service from the LDC.

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

- Customer is not located within the municipal territory limits;
- Customer appears on the PUCO's "do not aggregate" list.
- Customer has opted out of the aggregation.
- Customer is in an existing natural supply agreement with a supplier other than the current supplier of the governmental aggregation;
- Customer is both a distribution service customer and a mercantile customer on the date of commencement of service to the aggregated load, or the person becomes a distribution service customer after that date and also is a mercantile customer;
- Customer is supplied with commodity sales service as part of a retail natural gas load aggregation provided for pursuant to a rule or order adopted or issued by the commission under this chapter or Chapter 4905 of the ORC;
- Customer has a special arrangement with the natural gas utility;
- A mercantile customer that has not provided affirmative consent (opted-in) to join the aggregation;
- Customer is enrolled in percentage of income payment plan (PIPP).

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

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

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

## 4.) Opt-Out Process

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Customers who wish not to be “automatically included” in the program will be allowed to Opt-out in accordance with ORC 4929.26 and 4901:1-28-04. An initial opt-out period will be held and residential and small business customers who choose to opt-out will remain on the LDC’s standard choice offer listed on the PUCO’s “Apples to Apples” website by utility as the “Standard Choice Offer”

<http://www.puco.ohio.gov/puco/index.cfm/apples-to-apples/>

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

**Opt-Out Notices:** A notice will be sent to all residential and small commercial accounts that are deemed eligible by the corporate authority or county board. See “Eligible Customer” section above. A sample of the notice is provided in Appendix A of this Plan. The contents of the notice will be printed on the corporate authority or county board’s municipal letterhead so as to avoid any confusion with other offers that may exist with other retail natural gas suppliers in the state. The Opt-Out notice will clearly notify the Resident and Small Business of the rates to be charged for natural gas and other terms of the contract with the selected supplier. The selected supplier will have thirty (30) days from the receipt of the eligible customer list to mail the opt-out notices to all eligible residences and small businesses included in the Program.

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

**Opt-Out Period:** After mailing the notices, there will be an Opt-Out Period of no fewer than 21 days. Customers not wishing to participate in the Program will have 21 days from the date postmarked on the

notice to postmark and return the Opt-Out notice to the selected supplier in order to satisfy the Opt-Out requirement.

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

**Enrollment:** Once the Opt-Out Period has passed, the selected supplier will not enroll those LDC customers Opting-Out of the Program. In the event that an eligible residential or small commercial account is inadvertently omitted from the Program, the selected supplier shall enroll that customer at the Program rate for the remaining term.

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

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

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

1. The selected supplier and the corporate authority or county board will agree upon the format of the Opt-Out notice prior to mailing residential and small business customers.
2. The selected supplier will mail Opt-Out notices to all eligible customer service classes.
3. Recipients will have at least **twenty one (21)** days from the postmark on the notice to return notice to selected supplier if they want to be removed from the Program.
4. Recipients will be able to Opt-Out by returning an Opt-Out card via U.S. Mail to the selected supplier.
5. The supplier will offer a toll-free phone number and website to aid recipients with the notice and the Opt-Out procedure. Further support will be provided by the Consultant through a link on the website <http://www.AffordableElectricRates.com>.
6. Additionally, residential and small businesses that do not Opt-Out, per step 4 above, will receive written notification, called a "Letter of Rescission" or a "Switch Letter", from the LDC stating that they are about to be switched.
7. The Letter of Rescission will inform the participant that they have **seven (7)** days to rescind the contract by contacting the LDC. The selected Supplier will not enroll those accounts Opting-Out of Program.

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

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

## 5.) Periodic Enrollment Updates

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

Any new accounts shall be able to enroll in the aggregation program under the same terms, conditions, and pricing as accounts that were initially enrolled during the initial opt-out period. However, newly enrolled accounts will only have the ability to participate in the ongoing aggregation program for the time remaining in the term of the agreement with the Supplier. Costs (for example for printing and mailing) associated with subsequent Opt-Out rounds will be paid in the same manner as for the initial Opt-Out round.

## 6.) Selected Supplier Responsibilities

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

Supplier must provide the corporate authority or county board and Consultant, upon request, an electronic file containing the Program participant's usage, charges for retail supply service and such other information reasonably requested by the corporate authority or county board or the Consultant.

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

**Education:** The selected supplier shall work with Consultant to develop and implement an educational program that generally explains the Program to all residential and small business customers.

Supplier will provide updates and disclosures mandated by Ohio law and applicable rules and regulations, and implement a process to allow any participant the opportunity to Opt-Out of the Program according to the terms of the Natural Gas Supply Agreement.

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

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

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

**Compliance Process:** The Supplier shall develop internal controls and processes to ensure that the corporate authority or county board remains in good standing as a Governmental Aggregator and ensure that the Program complies with ORC 4929.26 and all applicable laws, rules and regulations, as they may be periodically amended. It will be the Supplier responsibility to deliver reports at the request of the municipality or Consultant in a timely manner that will include (i) the number of participants in the Program; (ii) a savings estimate or increase from the previous year's baseline; (iii) such other information reasonably requested by the municipality or Consultant; (iv) comparison of the participants'

charge for the supply of natural gas from one designated period to another identified by the municipality. The Supplier shall also develop a process to monitor, and shall promptly notify in writing, any changes or amendments to any laws, rules or regulations applicable to the Program.

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

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

## 7.) Natural Gas Supplier Selection Criteria

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

### Supplier Selection Criteria

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

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

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LDC offers a purchase of receivables program with consolidated billing (POR-CB) for the benefit of retail customers and Supplier. This allows for a single bill, administered solely by LDC, wherein LDC will invoice the LDC regulated delivery charges and supply rate provided by the selected Supplier contained in the Natural Gas Supply Agreement.

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

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

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

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

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

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

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

## 10.) Pricing Methodology

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

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

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

- **Lowest Traditional Fixed Price** – The lowest priced fixed natural gas supply available from a certified supplier using any minimum percentage of renewable energy consistent with Ohio law and/or PUCO regulation. Should the annually weighted LDC Standard Service Offer for the enrolled participants be less than the selected supplier's retail natural gas price, Supplier will reserve the right to terminate service and return the Program participants to the LDC, or continue service at a rate equal to the LDC Standard Service Offer, inclusive of Municipal and Consultant Fees.
- **Discount to tariff** – a variable rate guaranteed to be a certain percentage below the LDC's tariff rate for a specific term. Supplier shall provide an understandable description of the factors that will cause the price to vary (including any associated indices) and disclose how frequently the rate will change.

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

## 11.) Program Education Initiative

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

Each residential and small business customer of LDC within the jurisdiction of the corporate authority or county board will receive a notification by mail explaining the Program, the procedure which must be

followed to Opt-Out of the Program, the fixed natural gas rate the municipality contracted for on behalf of participants in the Program, termination policies, and the deadline to return the Opt-Out letter.

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

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

## 12.) Demand Management and Energy Efficiency Initiative

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Reduced energy costs should in no way be considered a license for increased usage. For that reason, no plan is complete without balancing reduced supply cost for end-users with some method(s) for demand side management and reduction. PUCO offers a website which specifies each customer's Standard Choice Offer ("SCO").

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

## 13.) Natural Gas Supply Agreement

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

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

**The agreement shall include:**

- The approved rate and the supply mix for the Program, and shall disclose all additional or ancillary fees.

- Requirements that all licenses and qualifications are maintained.
- Requirements that the Supplier manage the program under the Plan of Operation and Governance as approved and amended if need be.
- Agreement not to solicit or contract directly with eligible residents or small businesses in the Program for service or rates outside the aggregation
- Agreement not to use the customer data and information for any other marketing purposes.
- Agreement to indemnify and hold the corporate authority or county board and Consultant harmless from any claims, causes of action, damages, judgments, and financial obligations arising from the Program.
- Proof of insurance and performance security as the municipality deems necessary.
- Provision that the Supplier will assist the corporate authority or county board in developing a Program Education Initiative.

### **Termination of Service**

- End of Term: The Natural Gas Supply Agreement with the Supplier will terminate upon its expiration.
- Early Termination: The corporate authority or county board will have the right to terminate the Natural Gas Supply Agreement prior to the expiration of the term in the event the Supplier commits any act of default. Acts of default include, but are not limited to the following:
  - Breach of confidentiality regarding customer information;
  - The disqualification of the Supplier to perform the services due to the lapse or revocation of any required license or certification;
  - The LDC's termination of its relationships with the Supplier;
  - Any act or omission that constitutes deception by affirmative statement or practice, omission, fraud, misrepresentation, or bad faith practice;
  - Billing in excess of the approved rates and charges;
  - Billing or attempting to collect any charge other than the approved Ccf rates and contractually approved charges;
  - Failure to perform at a minimum level of customer service required by the corporate authority or county board.
- Upon termination for any reason, the corporate authority or county board will notify the LDC to return the residents and small business accounts to the Default Tariff Service. Upon termination, the corporate authority or county board shall provide at least sixty (60) days written notice of termination to each account holder participating in the Program. If the agreement is not extended or renewed, participants will be notified as required by law and the supplier's rules of the PUCO in advance of the end of service. Participants will also be notified of their rights to select an alternate supplier and of their ability to return to LDC's Standard Service Offer upon termination.

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

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

## **14.) Liability**

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

## **15.) Miscellaneous**

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

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

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

Please call 937-448-2718 for a copy or to obtain additional information

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

## Appendix A

(Date)

City/Village/County Letterhead

Dear resident,

On May 6, 2014, a majority of citizens voted yes on a referendum question allowing corporate authorities to form a Municipal Opt-Out Natural Gas Aggregation Program. We are pleased to offer eligible residents and small businesses SAVINGS over Dominion East Ohio (DEO) rates by banding together all eligible natural gas service rates.

The City/Village/County ran a competitive bid to select a licensed Retail Natural Gas Supplier (SUPPLIER) to provide savings to residents and small businesses with natural gas service in our city/village/county. After researching competitive natural gas pricing options, we have chosen \_\_\_\_\_ to provide you with savings on your natural gas supply through (date of expiration). There is no cost to join and you will not be charged a fee for participating in this program. You are automatically enrolled and there is no need to do anything to participate.

As a participant of this Municipal Natural Gas Aggregation Program, you are expected to save \_\_\_\_\_% off your Standard Choice offer. Your Standard Choice Offer is the price you pay for natural gas supply from DEO, the utility. Your Standard Choice Offer may be located on your natural gas bill [detail how to calculate savings].

Your account will be transitioned to the Municipal Natural Gas Aggregation Program within approximately 30-45 days, depending upon your meter read date. You are not obligated to participate in the aggregation program and you can remain with the utility without penalty or fees. If you wish to be removed from the program and remain on DEO's default tariff rate, you have a deadline date of \_\_\_\_\_, \_\_\_\_\_, 2014 to return the attached "opt-out" card.

After you become a participant in this municipal aggregation program, DEO will send you a letter confirming \_\_\_\_\_ as your new Natural Gas Supplier (SUPPLIER).

As required by law, this letter will inform you of your option to rescind your enrollment with adequate notice prior to the scheduled switch.

To remain in the Municipal Natural Gas Aggregation Program, you do NOT have to take any action when you receive this letter.

DEO will continue to maintain the system that delivers natural gas to your home or business. You will continue to receive one bill from DEO. After enrollment is complete your bill will show your new lower supply rate of \_\_\_\_\_.

If you have any questions, please call INSERT SUPPLIER NAME toll free at \_\_\_\_\_. Include Hours of Operation for Toll-Free Number

Please do not call the City/Village/County with questions regarding the aggregation program.

Sincerely,

City/Village/County

Please Note: to receive these savings, **you should NOT respond**. Return the Opt-Out form only if you do not want to participate in the City/Village/County's natural gas governmental aggregation program.

(Detach Here)

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Opt out by returning this form before the deadline date of \_\_\_\_\_, \_\_\_\_\_, 2014.

\_\_\_\_\_ I do NOT want to participate in this Municipal Natural Gas Aggregation Program.

Service Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Account # or Service Delivery Identifier \_\_\_\_\_

Account Holder Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **Exhibit B-3 and B-4**

### **Village of Coldwater**

#### *Automatic Aggregation Disclosure Notification and Opt-Out Notice*

A copy of the Village's most recent aggregation disclosure and opt-out notice are attached. Please note that the natural gas aggregation program is currently idle – no contract with a Competitive Retail Natural Gas Provider is in place



**VolunteerEnergy**

Direct Line: 614-729-2325  
Direct Fax: 614-729-2326  
E-Mail: jeinstein@volunteerenergy.com

October 29, 2014

**VIA ELECTRONIC FILING**

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

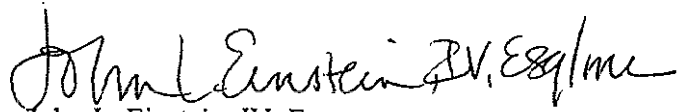
Re: Village of Coldwater  
Case # 14-1058-GA-GAG

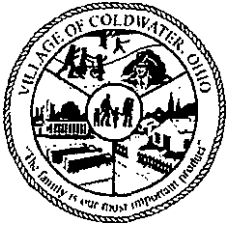
Dear Sir/Madam:

Please find enclosed for filing in the above-referenced case record the opt-out notices for eligible residential and small commercial natural gas customers in the Village of Coldwater. The opt-out notice will be mailed on November 10, 2014 with a response due date of December 1, 2014.

Very truly yours,

VOLUNTEER ENERGY SERVICES, INC.

  
John L. Einstein, IV, Esq.



**November 10, 2014**

Dear Village of Coldwater Resident,

The Village of Coldwater is providing you with the opportunity to join with other residents in its natural gas aggregation program. **If you are outside the boundaries of the Village of Coldwater, please let us know by calling 800-977-8374 extension 2345.** Savings are possible through a concept called government aggregation where Village of Coldwater officials have been authorized 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. Village of Coldwater voters approved this program in 2013.

We researched options for competitive natural gas pricing for you. We have chosen Volunteer Energy Services, Inc. ("VE"), an **Ohio** based corporation to provide you with natural gas for the period commencing enrollment in the program by Dominion East Ohio ("DEO") **through November, 2016.**

Type of Service: **DEO Customer Choice**

1. Your Term: **Upon enrollment in the program by DEO through November, 2016**
2. Delivery Point: **Customers Burner Tip**
3. **Price:** Volunteer Energy will deliver natural gas at a fixed rate of \$4.79 per Mcf at the burner tip.

After you become a participant in the Village's natural gas aggregation program, DEO will send a letter confirming your selection of VE as your natural gas provider. As required by law, this letter will inform you of your option to cancel your enrollment with VE within seven business days of its postmark date. To remain in the Village's government aggregation program, you don't need to take any action when this letter arrives. **If you wish to opt-out, please complete and mail the attached opt-out form by December 1, 2014.**

DEO 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 DEO. The only change you'll notice is how your gas is priced and the name of your new gas supplier, VE, included on your bill.

If you have any questions, please call Volunteer Energy toll-free at 1-800-977-8374, Monday through Thursday, 8:30 a.m. to 4:00 p.m.

Regards,

Village of Coldwater  
and  
Volunteer Energy Services, Inc.

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 \$4.79 per Mcf. Each year the rate will be reviewed between The Village of Coldwater and VESI.

**Term:** The term of this Agreement shall commence on the later to occur of (1) the December billing cycle or (2) enrollment acceptance by Dominion East Ohio ("DEO") and shall continue through November, 2016 unless otherwise cancelled by either party. Natural gas service will begin within 60 days of acceptance by DEO. You may terminate this Agreement with VESI by providing a 30-day notice in writing to VESI or by telephone. DEO 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. Telephone service hours are from 8:30 A.M. to 4:00 P.M. E.S.T., Monday through Thursday. E-mail address is [customerservice@volunteerenergy.com](mailto:customerservice@volunteerenergy.com).

**Bill Payment Process:** DEO 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, DEO 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, VE 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 VE, 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.pickcucc.org>.

**Amendment to Agreement:** VESI may amend VESI's Supply Agreement from time to time upon approval from the Village of Coldwater. 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 of the following methods: local newspaper press release, local radio station announcement, written communications to participants or update on the Village'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 operation, 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 DEO within seven (7) days of the post mark date of the confirmation notice from DEO. After the initial seven (7) day period, either you or VESI may terminate the contract at any time by providing the non-terminating party thirty (30) days written notice of such termination, without penalty. You will remain responsible for all natural gas consumed by you prior to the actual 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 Village of Coldwater's natural gas governmental aggregation program, you may be charged a price other than the DEO regulated sales service rate. **There will be no early termination fees associated with the Village of Coldwater's program.** This agreement will automatically terminate upon the occurrence of any of the following: (1) the requested service location is not served by DEO; (2) you move outside the DEO 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, for any reason at any time.

**Program Compliance:** The utility's deregulation program is subject to the ongoing jurisdiction of the PUCO. If the PUCO cancels the program, this contract is rendered void with no penalty to either party. The laws of the State of Ohio will govern 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 Village of Coldwater; (2) be eligible to receive natural gas from DEO; (3) meet Ohio non-mercantile requirements; (4) be current with your natural gas payments or payment arrangements; (5) not be enrolled in the PIPP program; and (6) currently not taking supply service from another natural gas marketer. If you believe you received this letter in error as you are not located in the Village of Coldwater, 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 Village of Coldwater's Governmental Aggregation program.*

#### OPT-OUT FORM FOR THE VILLAGE OF COLDWATER GOVERNMENTAL AGGREGATION PROGRAM

I wish to opt out of the Village of Coldwater Governmental Aggregation Program

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

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

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

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

Mail by **December 1, 2014** to: Village of Coldwater Governmental Aggregation Program, 790 Windmill Drive, Pickerington, Ohio 43147

## **Exhibit B-5**

### **Village of Coldwater**

#### *Experience*

The Village of Coldwater has no experience in municipal natural gas aggregation and has therefore elected to enter into a consulting services agreement with Supernova Partners, LLC, Affordable Gas & Electric Company, LLC (PUCO Certificate 13-320G) – an experienced provider of aggregation services to affect a successful municipal natural gas aggregation program. The consulting services agreement is attached.

## **Municipal Aggregation Consulting Services Agreement**

This Municipal Aggregation Consulting Services Agreement ("Agreement") is made and entered into and effective on this 28<sup>th</sup> day of January, 2014 ("Effective Date") by and between the Village of Coldwater, Ohio ("Municipality"), an Ohio Municipal Corporation, with offices located at 610 W. Sycamore Street, Coldwater, OH 45828 and Supernova Partners, LLC, Affordable Gas & Electric, LLC, a Illinois Limited Liability Company ("Consultant"), with its office and principal place of business located 10749 E Garden Rd, Mt. Vernon, IL 62864. (Municipality and Consultant may be collectively referred to as the "Parties.")

### **Recitals**

WHEREAS, Municipality desires to engage Consultant as its exclusive provider of specific consulting and procurement services related to the residential and small commercial electric and gas accounts located in the Village of Coldwater, Ohio, as more completely defined herein.

WHEREAS, Municipality desires, pursuant to 4928.20 (electric) and 4929.26 (gas) of the Ohio Revised Code, with administrative rules in 4901:1-21-16 & 4901:1-21-17 (electric), and 4901:1-28 (gas) of the Ohio Administrative Code (the "Act"), to operate an electric and/or natural gas aggregation opt-out program for residential and small commercial retail customers, by submitting a referendum to its residents to determine whether or not the aggregation program shall operate as an opt-out program for residential and small commercial retail customers. If the majority of the electors voting on the referendum vote in the affirmative, then Municipality may implement an opt-out aggregation program for residential and small commercial retail customers ("Municipal Aggregation Program").

WHEREAS, a Municipal Aggregation Program would give Municipality the authority to enter into an electric and/or natural gas supply power contract on behalf of residents and small businesses with an electric and/or natural gas wholesale supplier in the Village of Coldwater, OH who have not opted out of said program with the intent to secure a lower rate for electric and/or gas service, yielding reduced electric and/or natural gas bills for its residents and small businesses ("Governmental Contract").

WHEREAS, Municipality desires for Consultant to assist Municipality with its effort to place a referendum on the ballot, its Municipal Aggregation Program, in soliciting bids from wholesale electric and/or natural gas suppliers, and in executing a Governmental Contract.

WHEREAS, Consultant desires to perform the Services and desires to be so engaged.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and agreements herein contained, the parties, intending to be legally bound, agree as follows:

## **Agreement**

### **I. Services Offered.**

Electricity/Natural Gas Residential and Small Commercial opt-out consulting services, including but not limited to preparation and management of opt-out notices, scrubbing of eligibility customer lists, and supervision of all other notices and publications required under the Act to facilitate the adoption and operation of the Program.

In addition, Consultant shall perform the following activities (collectively, the "Services") in a manner consistent with the best practices established for electrical aggregation program and natural gas aggregation consulting services:

#### **a. Pre-Referendum Education & Marketing via**

1. Web links to educational videos and clippings regarding Municipal aggregation
2. Local radio spots
3. Newspaper interviews and press releases
4. Municipal newsletters
5. Public hearings
6. Community meetings, Chamber of Commerce, Local high school sporting events
7. Political campaign signs
8. Informational flyers

#### **b. Post-Approval Services**

1. Work with Village of Coldwater officials on constituent communications
2. Work with Utilities to develop eligible customer list
3. Develop bid specifications for RFP to multiple wholesale suppliers
4. Advising on any necessary compliance issues with the Public Utilities Commission of Ohio
5. Negotiating fees for the Village of Coldwater with winning suppliers
6. Assist with general contract negotiations
7. Post-purchase monitoring and consulting

### **II. Obligations of Municipality.**

Municipality shall:

- a. Provide access to all necessary information and documentation as required by Consultant in support of the effort to place a referendum on the ballot, its Aggregation Program, in soliciting bids and in executing a Governmental Contract;

- b. Use best efforts to secure access to all necessary information and documentation as required by Consultant in support of the effort to place a referendum on the ballot, its Aggregation Program, in soliciting bids, and in executing a Governmental Contract which is not in the custody or control of Municipality;
- c. Use best efforts to secure access for entry upon public and private property as required to perform the Services of Consultant; and
- d. Promptly notify Consultant if Municipality discovers any material defects in the Aggregation Program or any breach of the Governmental Contract.
- e. Approve an ordinance to put the opt-out referendum on the ballot on the next election.
- f. Conduct public hearings and adopt a Plan of Operation and Governance, each as required by the Act.

### **III. Term and Termination.**

This Agreement shall commence on the 28th day of January, 2014 and shall terminate:

- a. At the conclusion of a Governmental Contract provided that Municipality sends written notice of its intention to terminate this Agreement at least ninety (90) days prior to the conclusion of the Governmental Contract, otherwise, this Agreement will stay in full force and effect for the renewal period of the Governmental Contract; or
- b. Upon the written agreement of the Parties.

### **IV. Payment.**

Municipality agrees that after a competitive bidding process and execution of a Governmental Contract that Consultant will be paid by the selected electric wholesale supplier at an industry-standard rate of 0.00075 per kWh (volumetrically) as a commission fee for the electricity purchased during the duration of the Governmental Contract. Similarly, Consultant will be paid by the selected natural gas wholesale supplier at a rate of 0.005 per CCF as a commission fee for the natural gas purchased during the duration of the Governmental Contract. Municipality shall not be obligated to pay any other fees or reimburse any expenses to Consultant, but Municipality is required to only accept bids from electric and/or natural gas wholesale suppliers who pay commission fee rates acceptable in the industry and to Consultant.

**V. Relationship of the Parties.**

The parties acknowledge and agree that Consultant is an independent contractor and is not an agent or employee of Municipality. Nothing in this Agreement shall be construed to create a relationship between Consultant and Municipality of a partnership, association, or joint venture.

**VI. Indemnification.**

- a. **Professional Liability.** Relative to any and all claims, losses, damages, liability and cost, the Consultant agrees to indemnify, defend and save Municipality, its officers, officials, and employees harmless from and against any and all suits, actions or claims for property losses, damages or personal injury claimed to arise from a negligent act, error or omission by the Consultant or its employees.
- b. **Non-Professional Liability (General Liability).** To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless Municipality, its officers, officials, employees or any combination thereof, from and against claims, damages, losses and expenses arising out of the acts or omissions of the Consultant, provided that such claim, damage, loss or expenses is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused to in whole or in part by the acts or omissions of the Consultant, its agents, or anyone directly or indirectly employed by them.

**VII. Insurance.**

- a. *Consultant shall secure and maintain, at their own expense, errors and omissions insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim/annual aggregate to protect itself from any claim arising out of the performance of professional services and caused by negligent acts or omissions for which the Consultant may be legally responsible.*
- b. In addition to errors and omissions insurance, Consultant shall also secure and maintain, at its own expense, General Liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.
- c. Consultant shall maintain said coverage for the entire contract period and for a minimum of one year after completion of the work under the contract.

**VIII. Compliance with the Law**

Notwithstanding any other provisions of this Agreement, it is expressly agreed and understood

that in connection with the performance of this Agreement that Consultant shall comply with all applicable federal, state, city and other requirements of law. Consultant shall also at its expense secure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful fulfillment of its Services. Municipality shall have the right to audit any records in the possession or control of the Consultant to determine Consultant's compliance with the provisions of this paragraph.

**IX. Taxes.**

Consultant is subject to and responsible for all applicable federal, state, and local taxes. Municipality represents that it is a tax-exempt entity and evidence of this tax-exempt status shall be provided to Consultant upon written request.

**X. Nonwaiver.**

The failure of either party at any time to require the performance by the other part of any provision of this Agreement shall in no way affect that party's right to subsequently enforce that provision.

**XI. Entire Agreement / Amendment.**

This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings and agreements between the parties. This Agreement may be amended or modified only by a writing executed by the duly authorized officers of the parties hereto. It is understood and agreed that this Agreement may not be changed, modified, or altered except by an instrument, in writing, signed by both parties in accordance with the laws of the State of Illinois.

**XII. Exclusive Agreement.**

Municipality agrees that during the term of this Agreement, it shall not directly or indirectly solicit, initiate or encourage submission of further proposals or offers from, enter into any agreements with, or accept the services of, any person or entity, for professional services that are substantially similar to the Services to be performed by Consultant pursuant to this Agreement. Consultant shall serve as Municipality's exclusive provider of the Services during the term of this Agreement.

**XIII. Confidential and Proprietary Information.**

Notwithstanding anything to the contrary set forth herein, the Parties are not required to disclose information which they reasonably deem to be proprietary or confidential in nature. The Parties agree that any information disclosed by a Party and designated as proprietary and

confidential shall only be disclosed to those officials, employees, representatives, and agents of the other Party that have a need to know in order to administer and enforce this Agreement. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to a Party's corporate structure and affiliates, marketing plans, financial information, or other information that is reasonably determined by a Party to be competitively sensitive. A Party may make proprietary or confidential information available for inspection but not copying or removal by the other Party's representatives. Compliance by the Municipality with the Ohio Open Records Law, §149.43 et seq. ("Ohio FOIA"), including compliance with an *opinion or directive from the relevant Ohio agencies under the Ohio FOIA*, or with a decision or order of a court with jurisdiction over the Municipality, shall not be a violation of this Section and Municipality shall have no duty to litigate or defend any action against it under the Ohio FOIA.

**XIV. Disputes and Governing Law.**

The Parties intend that this Agreement may be enforced at law or by suit for specific performance. In the event that it becomes necessary to file suit in a court of law or chancery to enforce the terms of this Agreement, the prevailing party shall be awarded their reasonable attorneys' fees in pursuit of his or her claim. This agreement shall be governed by and construed in accordance with the federal laws of the United States of America and internal laws of the State of Illinois applicable to contracts made and to be performed in such state (without regard to the principle of conflicts of law applicable under Illinois law). It is the intent of the parties that to the fullest extent permitted by law, the laws of the State of Illinois shall govern this Agreement.

**XV. Severability**

If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and shall be replaced by a valid, mutually agreeable and enforceable provision which so far as possible achieves the same objectives as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

**XVI. Paragraph Headings**

Paragraph headings are inserted in this Agreement for convenience only and are not to be used in interpreting this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 3<sup>RD</sup> day of  
FEBRUARY, 2014.

Village of Coldwater, OH

BY: Eric C. Thomas

Eric C. Thomas PE,PS, Manager/Engineer

SUPERNOVA PARTNERS, LLC, AFFORDABLE GAS & ELECTRIC, LLC.

BY: Jeff Haarmann

Jeff Haarmann, Managing Partner