



Chief of Docketing  
Public Utilities Commission of Ohio  
180 East Broad St. 13<sup>th</sup> Floor  
Columbus, Ohio 43215-3793

**RE: Natural Gas Government Aggregator Renewal Application Case Number 02-1722-GA-GAG**

The Village of Brewster is pleased to submit its renewal application for natural gas governmental aggregator. The original application was docketed as case number 02-1722-GA-GAG. Going forward Michael Miller, Village Administrator will be the regulatory and customer compliant contact.

Should you have any questions or additional needs, please call me at (330) 730-4338.

Sincerely,

*Thomas M. Bellish*

President

Enclosure

**Buckeye Energy Brokers, Inc.**

<b>Services</b>	<b>Benefits</b>	<b>Proven Expertise</b>
<i>Deregulated Energy</i> <ul style="list-style-type: none"><li>▪ Consulting</li><li>▪ Aggregation</li><li>▪ Procurement</li></ul>	<ul style="list-style-type: none"><li>▪ Buying Leverage</li><li>▪ Risk Mitigation</li><li>▪ Budget Predictability</li><li>▪ Cost Control</li><li>▪ Best Combination of Term, Service &amp; Pricing Available</li></ul>	<ul style="list-style-type: none"><li>▪ PUCO Certified</li><li>▪ Customized Energy Management Solutions</li><li>▪ Municipal Aggregation</li><li>▪ Governmental Procurement Programs</li><li>▪ Procedure Management &amp; Procurement Consulting</li><li>▪ Ohio Brokers Serving Ohio Clients</li></ul>



# Public Utilities Commission

PUCO USE ONLY – Version 1.07		
Date Received	Renewal Certification Number	ORIGINAL GAG Case Number
		02 - 1722 - 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 Brewster  
Address 302 Wabash Avenue S, Brewster, Ohio 44613  
Telephone No. 330-767-4214 Web site address [www.brewsterohio.com](http://www.brewsterohio.com)  
Current PUCO Certificate Number 02-016G Effective Dates August 16, 2016 - August 16, 2018

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

Name Michael Miller Title Village Administrator  
Business Address 302 Wabash Avenue S, Brewster, Ohio 44613  
Telephone No. 330-767-3931 Fax No. 330-767-4607 Email Address [BXAdmin@brewsterohio.com](mailto:BXAdmin@brewsterohio.com)

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

Name Michael Miller Title Village Administrator  
Business address 302 Wabash Avenue S, Brewster, Ohio 44613  
Telephone No. 330-767-3931 Fax No. 330-767-4607 Email Address [BXAdmin@brewsterohio.com](mailto:BXAdmin@brewsterohio.com)

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

Customer service address 302 Wabash Avenue S, Brewster, Ohio 44613  
Toll-Free Telephone No. 330-767-3931 Fax No. 330-767-4607 Email Address [BXAdmin@brewsterohio.com](mailto:BXAdmin@brewsterohio.com)

## SECTION B - APPLICANT AUTHORITY AND AGGREGATION PROGRAM INFORMATION

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED

- B-1 Exhibit B-1 "Authorizing Ordinance,"** provide a copy of the adopted ordinance or resolution that reflects voter authorization to form a governmental aggregation program pursuant to Sections 4929.26 and 4929.27 of the Ohio Revised Code.
- B-2 Exhibit B-2 "Operation and Governance Plan,"** provide a copy of the applicant's plan for operation and governance of its aggregation program adopted pursuant to Sections 4929.26(C) or 4929.27(B) of the Revised Code. The Operation and Governance Plan should include all information pursuant to Rule 4901:1-28-03 of the Ohio Administrative Code.
- B-3 Exhibit B-3 "Automatic Aggregation Disclosure Notification,"** if the aggregation program provides for automatic aggregation in accordance with Section 4929.26(A) of the Revised Code, provide a copy of the disclosure notification required by Section 4929.26(D) of the Revised Code,
- B-4 Exhibit B-4 "Opt-Out Notice,"** provide a draft copy of the applicant's opt out notice that comports with the Opt-Out disclosure requirements pursuant to Rule 4901:1-28-04 of the Ohio Administrative Code. *(Ten days prior to public dissemination, the applicant shall docket with the Commission, the finalized Opt-Out notice that provides or offers natural gas aggregation service.)*
- B-5 Exhibit B-5 "Experience,"** provide a detailed description of the applicant's experience and plan for: providing aggregation services (*including contracting with consultants, broker/aggregators, retail natural gas suppliers*); providing billing statements; responding to customer inquiries and complaints; and complying with all applicable provisions of Commission rules adopted pursuant to Section 4929.22 of the Ohio Revised Code and contained in Chapter 4901:1-29 of the Ohio Administrative Code.

Applicant Signature and Title *Michael Miller, Administration*

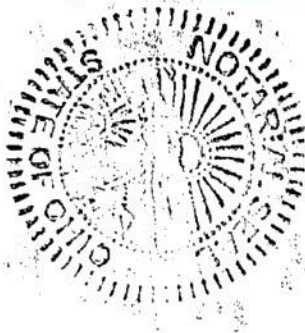
Sworn and subscribed before me this *21<sup>st</sup>* day of *June* Month *2018* Year

*Karin K. King*

Signature of official administering oath

*Karin K. King*

Print Name and Title



My commission expires on *12 March 2019*





# 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 Brewster )

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

Case No. 02-1722 -GA-GAG

County of Stark  
State of Ohio

Michael Miller

[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

Michael Miller, Administration

Sworn and subscribed before me this

21<sup>st</sup>

day of

June

Month

2018

Year

Karin K. King  
Signature of Official Administering Oath

Karin K. King  
Print Name and Title

My commission expires on

12 March 2019

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

# RECORD OF ORDINANCES

*Exhibit B-1 Authorizing Ordinance*

Dayton Legal Blank, Inc.

Form No. 200-1

Ordinance No. 31-2002

Passed July 8, 20 02

## AN ORDINANCE AUTHORIZING ALL ACTION NECESSARY TO EFFECT A GOVERNMENTAL NATURAL GAS AGGREGATION PROGRAM WITH OPT-OUT PROVISIONS PURSUANT TO LAW AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ohio Revised Code (ORC) Section 4929.26, municipalities may aggregate customers within their jurisdiction in order to secure lower cost natural gas services within the municipality through the collective purchasing of natural gas services; and

WHEREAS, this Council seeks to establish a governmental aggregation program with opt-out provisions, according to law, for the residents, businesses and other natural gas consumers in the Village who receive commodity sales service and distribution service from Columbia Gas of Ohio; and

WHEREAS, the ballot question, authorized by Ordinance 11-2002, has received at least a majority of the vote cast at the May, 2002 election; and

WHEREAS, this Council seeks to adopt the Village of Brewster Natural Gas Aggregation Program Plan of Operations and Governance, attached hereto and incorporated herein as if fully reappearing pursuant to Section 4929.26, Ohio Revised Code, for the residents, businesses and other natural gas consumers in the Village and in conjunction jointly with any other municipal corporation, township, county or other political subdivision of the State of Ohio, as permitted by law;

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Brewster, State of Ohio; two thirds (2/3) all members elected thereto concurring:

**Section 1.** This Council finds and determines that it is in the best interest of the Village, its residents, businesses and other natural gas located within the corporation limits of the Village and who receive commodity sales service and distribution service from Columbia Gas of Ohio to establish an opt-out Aggregation Program in accordance with law in the Village. The Village is hereby authorized to aggregate in accordance with Section 4929.26, Ohio Revised Code or as otherwise provided by law, the retail natural gas usage located within the Village.

**Section 2.** That the Mayor is hereby authorized and directed to enter into an agreement with the selected natural gas supplier through a competitive bidding process.

**Section 3.** This Council finds and determines that it is in the best interest of the Village, its residents, businesses and other natural gas consumers located within the corporate limits of the Village to adopt the Village of Brewster Natural Gas Aggregation Program Plan of Operations and Governance attached hereto and incorporated herein as if fully reappearing, pursuant to Section 4929.26, Ohio Revised Code.

**Section 4.** That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

**Section 5.** That this resolution is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, thereof, for the reason that it is immediately necessary to contract consulting services for advice in a rapidly changing technical area, and provided it receives the necessary affirmative votes as required by the passage and approval by the Mayor; otherwise it shall take effect and be in force at the earliest period allowed by law.

Wherefore, this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Date 5-16-06	# of pages 1
From Kris King	
Co Village of Brewster	
Phone 330 767 4214	
Fax #	
Post-It Fax Note 7671	
To Nicola	
Co West Buckeye	
Phone #	
Fax # 216 927-4500	



# **NATURAL GAS AGGREGATION PROGRAM**

## **PLAN OF OPERATION AND GOVERNANCE**

**BREWSTER, OHIO**



**Buckeye Energy Brokers, Inc.**

**For additional information contact Buckeye Energy Brokers, Inc.:**

**Thomas M. Bellish  
Chief Sales Engineer  
Ph: (330) 730-4338**

## Table of Contents

<b>(A) Introduction .....</b>	<b>1</b>
<b>(B) Operation and Governance Plan Detail.....</b>	<b>1</b>
<b>(1) Description of Services and Professional Assistance.....</b>	<b>1</b>
<b>(2) Determination of Rates.....</b>	<b>2</b>
<b>(3) Plan for Providing Opt-out Notice .....</b>	<b>3</b>
<b>(4) Process for Determining the Pool of Customers.....</b>	<b>3</b>
<b>(5) Customer Billing Procedures .....</b>	<b>4</b>
<b>(6) Credit and Deposit Policies .....</b>	<b>4</b>
<b>(7) Governmental Aggregator's Customer Service Procedures and Dispute Resolution.....</b>	<b>4</b>
<b>(8) Members Moving Into/Within the Aggregation (New Customer) .....</b>	<b>5</b>
<b>(9) Members Moving Within the Aggregation (Same Account Number).....</b>	<b>5</b>
<b>(10) Joining the Program at a Later Date (Opting-In).....</b>	<b>5</b>
<b>(C) Availability of Plan of Operation and Governance .....</b>	<b>6</b>
<b>(D) Altering the Plan of Operation and Governance.....</b>	<b>6</b>
<b>(E) Certification Prior To Sending Opt-out Notices .....</b>	<b>6</b>
<b>(F) Opt-out Disclosure Policies .....</b>	<b>6</b>
<b>(G) Cooperation Between Natural Gas Companies and Governmental Aggregators.....</b>	<b>8</b>

## **(A) Introduction**

This aggregation plan has been developed in compliance with Ohio Revised Code, Section 4929.26 regarding governmental automatic aggregation of Natural Gas service. The Village of Brewster ("Municipality") Aggregation Program ("Program") seeks to aggregate the retail Natural Gas loads of consumers located in the Municipality to negotiate the best rates for the supply of Natural Gas. It has the potential to combine approximately 600 residential and commercial customers into a buying pool that will be attractive to third party suppliers ("Suppliers"). Participation in the Program is voluntary. Any individual customer ("Member") has the opportunity to decline to be a Member of the aggregation program and to return to Columbia Gas of Ohio ("Local Utility") standard offer of service or to enter into a service contract with any competitive retail Natural Gas supplier.

The Municipality has passed the necessary ordinance to place the issue of governmental aggregation of natural gas on the May 7, 2002 ballot. The issue passed and the Municipality will follow the Plan of Operation and Governance ("Plan") outlined below. This Plan will not be adopted until two public hearings are held in accordance with section 4929.26 (C) of the Ohio Revised Code.

## **(B) Operation and Governance Plan Detail**

### **(1) Description of Services and Professional Assistance**

The process of governmental aggregation is set forth in Ohio Revised Code Chapter 4929. The chapter defines two different types of aggregation that may be enacted by a governmental entity opt-in aggregation and opt-out aggregation. Opt-in aggregation can occur only with the prior consent of each Natural Gas consumer. That is, the consumer must give its consent to be included in the Program. Under the opt-out aggregation provisions, all Natural Gas consumers within the Municipality will be automatically included in the Program. However, such customers will be given prior notice entitling them to affirmatively elect not to be part of the Program. These customers can opt-out during a 21-day period. A similar opt-out period will be offered at least every two years during which Members can leave the Municipality's aggregation pool without paying a switching fee.

Due to the complexity of deregulation of the Natural Gas utility industry, the Municipality will consult with and obtain the necessary expertise to represent and help administer the Program. The Municipality has passed an ordinance to contract with Buckeye Energy Brokers, Inc., a PUCO certified electric broker and aggregator with mailing address of 8870 Darrow Road #F106 Twinsburg, Ohio 44087 to provide the following energy-consulting services:

- Handle day-to-day administration of program (problem resolution, press releases, PUCO compliance, supplier & local utility liaison, tariff analysis, contract review, etc.)
- File for PUCO Certification so the Municipality can work with any supplier



- Administer the Request for Proposal process, analyze responses and provide deal structuring services
- Write and maintain the Plan of Operation and Governance
- Hold the required Public Hearings and attend Council meetings
- Review customer data from Local Utility
- Write reports on a quarterly/annual basis to the Municipality and the PUCO

The Municipality through its consultant, Buckeye Energy Brokers (Buckeye), will seek bids and negotiate with Certified Natural Gas Suppliers. The Municipality will not assume title to Natural Gas. It will not buy and resell natural gas to the participants of the program. Instead, the Municipality will competitively bid and negotiate a contract with a competitive retail Natural Gas supplier to provide natural gas supply to the members of the aggregation program. Similarly, the Municipality will not handle billing or scheduling of natural gas. Those responsibilities rest with the selected Supplier and Local Utility.

Only Suppliers meeting strict criteria will be considered. Suppliers will need to be certified by the Public Utilities Commission of Ohio and registered with the Local Utility to do business in their service territory. Both the certification and registration ensure that Suppliers are managerially, technically, and financially competent to perform the services they offer.

The successful bidder shall also demonstrate its creditworthiness by possessing an investment grade long-term bond ratings from at least two of the following rating agencies:

Standard & Poors	BBB or Higher
Moody's Investors' Services	Baa3 or Higher
Fitch ICBA	BBB or Higher

If the bidder is unable to demonstrate its creditworthiness, the bidder will provide: a Letter of Credit; or a Parental Guaranty from a company that is deemed creditworthy or a Surety Bond. Details of the credit type and amount will be subject to negotiation.

The Municipality will rely on its consultant Buckeye Energy Brokers, Inc. to monitor and report on a quarterly basis. Buckeye Energy will track the performance of the selected Supplier, report on estimated savings and provide an analysis of current and future market conditions. Reports will be provided to the Mayor and Council. Members wishing to view the reports should make arrangements to do so by contacting the Municipality during normal working hours.

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

The Municipality shall receive proposals from Natural Gas suppliers using a competitive selection process. The Request For Proposal ("RFP") shall require the suppliers to offer a

natural gas rate for each customer class, load grouping or other appropriate category. It is the responsibility of each Member to compare the rate with others and decide accordingly. The prices to be charged to Members in the Program will be set by the Municipality after negotiations with the selected Supplier. Members will be notified of the rates and terms of the Program as part of the opt-out process, through a direct mailing sent to each resident and business within the Municipality limits. The following rate comparison will be completed once the Municipality has selected a supplier.

Customer Class	Rate Class	Supplier Offer (\$/Mcf)	Term
Resid./Commercial	"Energy Choice"		
Resid./Commercial	"Energy Choice"		

Members will be responsible for all other billable charges, such as, taxes, transportation charges, monthly service charge, etc. The contract negotiated with the selected supplier will fall somewhere in the range of 1-4 years commencing on the first possible meter read date.

### **(3) Plan for Providing Opt-out Notice**

The Opt-out notice will be drafted in conjunction with the Municipality, the selected Supplier and Buckeye. Buckeye will also verify the accuracy of the list by using several means, such as, maps, 9-1-1 records, Municipality records, electric service lists, etc. Members will have a 21-day period to opt-out by returning a post card to the selected supplier or calling their toll-free number.

### **(4) Process for Determining the Pool of Customers**

The Municipality will provide a letter to the supplier authorizing the supplier to obtain the list of Eligible Customers from the Local Utility and will be relying on the Local Utility to provide an accurate list of eligible customers. Buckeye and the selected supplier will use that list and remove customer records that have returned opt-out forms or are PIPP customers or are non-"Energy Choice" customers. This data would be the final basis for the Municipality's pool of customers and would be turned over to the selected supplier to facilitate switching.

The Local Utility shall notify each affected Member of the pending transfer through a 7-day right of rescission letter. Service under the new Supplier shall begin at the start of the billing period following the transfer. Service under the Program shall include all customer classes in adherence with universal service principles and requirements, and the traditional non-discriminatory practices of local government. Contracts with all Suppliers shall contain provisions to maintain these principles and equitable treatment of all customer classes. Existing customers in the Municipality currently receiving natural gas through an alternate supplier will become eligible upon contract expiration only.



Customers who meet the following criteria will become members of the aggregation program:

- Are up to date with their bill payment;
- Have not opted-out of the program;
- Are currently with the Local Utility;
- Are classified as non-mercantile;
- Have not exercised their right of rescission;
- Are not on the Percentage of Income Payment Plan (PIPP); and
- New Members may opt-in to the Program upon contract expiration with an alternate supplier. These Members will need to contact the Program Supplier for enrollment information. The Program Supplier has a right of refusal in accordance with Section 8 of this plan.

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

The Municipality will utilize the coordinated billing services of the Local Utility and the selected Supplier. It is anticipated that all Members will receive a single bill from the Local Utility. Members will maintain or choose options that include: budget billing, automatic payments and Internet payment.

#### **(6) Credit and Deposit Policies**

Collection and credit procedures remain the responsibility of the Local Utility, the selected Supplier and the individual Member. Members are required to remit and comply with the payment terms of the Local Utility. This Program will not be responsible for late or no payment on the part of any of its members. The Municipality will have no separate credit or deposit policy.

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

Members will have multiple means of addressing complaints. As a general rule, concerns regarding service reliability and billing should be directed to the Local Utility. They continue to read meters handle billing and generally have the most information about a customer's account. Questions regarding the Program administration should go to Buckeye, and any unresolved disputes should be directed to the Public Utilities Commission of Ohio. Listed below is a table of toll-free numbers for members to call for assistance.

<b>Nature of Complaint</b>	<b>Contact</b>	<b>Phone Number</b>
Service interruptions or emergencies	Columbia Gas of Ohio	1-800-344-4077
Service turn on/off	Columbia Gas of Ohio	1-800-344-4077
Billing disputes	Columbia Gas of Ohio	1-800-344-4077
Joining/Leaving Program	(Supplier)	
Aggregation Program Questions	Buckeye Energy Brokers	1-866-302-2237
Unresolved Disputes	Public Utilities Commission	1-800-686-7826
Unresolved Disputes	Public Utilities Comm. TDD/TTY	1-800-686-1570

If a dispute cannot be resolved, legal action involving any and all disputes arising under or relating to this Program may be brought in a court of the State of Ohio or a Federal District Court. This program shall be interpreted according to the laws of the State of Ohio.

**(8) Members Moving Into/Within the Aggregation (New Account Number)**

Residents and/or businesses that move into the Municipality will not be automatically included in the program. If this policy changes, residents and/or businesses will be provided an opportunity to opt-out. They may also contact the Municipality or its Supplier at any time to obtain enrollment information. There is however, no guarantee that customers opting-in at a later date will receive the same price, terms and conditions as did the initial participants. Suppliers are unable to hold price offerings for an unlimited amount of time.

Members moving within the aggregation area with new account numbers may cancel the agreement. If the member does not cancel the agreement, the supplier, is required to automatically continue the offer under a new account number. In addition, Members should request that their local utility transfer their same supplier and offer to their new address.

**(9) Members Moving Within the Aggregation (Same Account Number)**

Members moving within the aggregation area with the same account number may cancel the agreement without penalty, pursuant to the procedures set forth in rule 4901:1-28-04 of the Administrative Code. If the member does not cancel the agreement, the supplier shall automatically continue the offer under the same account number.

**(10) Joining the Program at a Later Date (Opting-in)**

Residents desiring to join the program at a later date will be treated similar to residents moving into the Municipality. They will need to contact the Municipality or its Supplier to obtain enrollment information. They will follow an opt-in approach. There is however, no guarantee that customers opting-in at a later date will receive the same price, terms and conditions as did the initial participants. Suppliers are unable to hold price offerings for an unlimited amount of time, and if Municipality asks for such a requirement, the price offering received from suppliers will be higher to reflect the greater risk. Residents opting-in to the Municipality's program will be responsible for knowing if there is a switching fee for leaving their current supplier.



### **(C) Availability of Plan of Operation and Governance**

This Plan shall be kept available for public inspection and shall, upon request, be copied for any existing or potential customers of the aggregation.

### **(D) Altering the Plan of Operation and Governance**

A governmental aggregator shall not alter its operation and governance plan in any way that would materially affect the customers of the aggregation without first providing notice to all affected customers and providing these customers the opportunity to opt-out of the aggregation according to the procedures established for the initial opt-out disclosure notice set forth in rule 4901:1-28-04 of the Administrative Code. The notice shall set forth the changes to the plan, inform the customer of its right to opt-out of the aggregation without penalty, and identify the method and time frame for the customer to opt-out.

### **(E) Certification Prior To Sending Opt-out Notices**

No governmental aggregator shall send an opt-out disclosure notice to potential customers of an aggregation prior to the governmental aggregator being certified by the commission.

### **(F) Opt-out Disclosure Policies**

- (1) Prior to including a customer's natural gas account or accounts in an aggregation, the Municipality shall provide each eligible customer written notice that the customer's account(s) will be automatically included in the aggregation unless the customer affirmatively opts out of the aggregation. The notice shall, at a minimum, include:
  - (A) A summary of the actions that the Municipality took to authorize the aggregation.
  - (B) A description of the services that the Municipality will be provide under the aggregation.
  - (C) Disclosure of the price that the Supplier will charge customers for competitive retail natural gas service. The price shall be expressed in dollars and/or cents per hundred cubic feet of gas ("Ccf") or thousand cubic feet of gas ("Mcf"), depending on the unit that is used by the natural gas company that serves the customer. If a variable rate is offered, it shall be accompanied by an understandable description of the factors that will cause the price to vary (including any associated indices) and disclosure of how frequently the rate will change. If different rates will be charged to different rate classes within the aggregation, the Municipality shall disclose the applicable rate(s) to customers within the various rate classes.
  - (D) An itemized list and explanation of all fees and charges that are not incorporated into the rates charged for natural gas that the Municipality or Supplier will charge the customer for participating in the aggregation, including any applicable switching fees

or early termination penalties. These switching fees and/or early termination penalties shall not apply to a customer that moves out of the governmental aggregator's territory.

- (E) Disclosure of the dates covered by the aggregation, including an estimated service commencement date and notice that the customer may opt-out of the aggregation at least every two years without penalty.
  - (F) Disclosure of any credit and/or deposit policies and requirements.
  - (G) Disclosure of any limitations or conditions on customer acceptance into the aggregation.
  - (H) A description of the process and associated time period for customers to opt-out of the aggregation. The process shall include provisions for customers to return a post card or similar notice to the governmental aggregator or its agent. The process may include, in addition, other opt-out methods, such as telephonic or Internet notice, provided that these methods provide for verification of a customer's election to opt-out of the aggregation. The time period for a customer to choose to opt-out of the aggregation shall extend at least twenty-one days from the date of the post mark on the written notice. A customer's return post card or notice that is post marked before the opt-out deadline has elapsed shall be deemed to have opted out.
  - (I) A local or toll-free telephone number that customers can call with questions regarding the formation or operation of the aggregation, including associated calling hours.
- (2) At least every two years from the establishment of its initial aggregation pool, a governmental aggregator shall provide notice to all customers served by the aggregation of their right to opt-out of the aggregation without penalty. This notice shall follow the procedures established for the initial opt-out notice set forth in this rule and shall prominently disclose to customers all changes to the terms and conditions associated with the aggregation.
  - (3) No governmental aggregator or retail natural gas supplier serving a governmental aggregation shall impose any terms, conditions, fees, or charges on any customer served by a governmental aggregation unless the particular term, condition, fee, or charge was clearly disclosed to the customer at the time the customer chose not to opt-out of the aggregation.
  - (4) To assist its preparation and dissemination of required opt-out notices, the Municipality will provide a letter to the supplier authorizing the supplier to obtain the list of Eligible Customers from the Local Utility and will be relying on the Local Utility to provide an accurate list of eligible customers consistent with division (A) of rule 4901:1-28-05 of the Administrative Code. The governmental aggregator shall not, without the customer's express written consent, disclose or use for any purpose other than formation and operation of its aggregation a customer's account number or social security number or any customer information regarding customers who had opted-off of a natural gas company's pre-enrollment list. Before a governmental aggregator releases any customer account number, social security number, or any information related to a customer who has opted off of a natural gas company's pre-enrollment list, the governmental aggregator shall obtain the customer's signature on a release. The release shall be on a separate piece of paper. The release shall be



clearly identified on its face as a release of personal information and all text on the release shall be in at least 16-point type. The following statements shall appear prominently on the release, just prior to the signature, in type larger and darker than the type in the surrounding sentences: **I realize that, under the rules and regulations of the Public Utilities Commission of Ohio, I may refuse to allow (name of aggregator) to release the information set forth above. By my signature, I freely give (name of aggregator) permission to release the information designated above.** The information that the governmental aggregator seeks to release shall be specified on the form. Forms requiring a customer to circle or to check off preprinted types of information to be released may not be used.

- (5) The Municipality shall use its best efforts to ensure that only eligible customer accounts within its governmental boundaries and customers who have not opted-out are included in its aggregation. If ineligible accounts, accounts from outside of the governmental aggregator's governmental boundaries, or accounts for customers who opted-out of the aggregation are switched to the governmental aggregation, the governmental aggregator upon notification of such a switch shall promptly contact the natural gas company to have the customer switched back to the customer's former supplier. The governmental aggregator shall reimburse the customer for any switching fees that were paid by the customer as a result of the switch. In addition, if the customer's former rate was less than the rate charged by the governmental aggregator, then the governmental aggregator shall reimburse the customer the difference between the customer's former rate and the governmental aggregator's rate multiplied by the customer's usage during the time that the customer was served by the governmental aggregator.

#### **(G) Cooperation Between Natural Gas Companies and Governmental Aggregators**

- (1) Pursuant to O.A.C. section 4901:1-28-05, it is expected natural gas company shall cooperate with governmental aggregators to facilitate the proper formation and functioning of governmental aggregations. To assist a certified governmental aggregator's compliance with the opt-out disclosure notice requirements established in division (D) of section 4929.26 of the Revised Code, upon request, the natural gas company shall provide, on a best efforts basis, an updated list of names, account numbers, service and mailing address, rate schedules (class and subclass), applicable riders, load profile reference category, meter type, interval meter data indicator, budget bill indicator, meter read date or schedule, and historical consumption data for each of the most recent twelve months for all customers residing within the governmental aggregator's boundaries. Except for inclusion of information for customers who have opted-off and account numbers, the customer information contained in such list shall be consistent with any pre-enrollment list that is provided to retail natural gas suppliers.
- (2) Charges and/or fees for services and information provided to governmental aggregators by natural gas companies shall be published in an approved tariff filed with the commission.
- (3) Unless the customer notifies the natural gas company of the customer's intent to not join a governmental aggregation by returning a confirmation notice or providing some other notice as provided by the natural gas company's tariffs, a natural gas company shall switch customer accounts to or from a governmental aggregation under the same processes and time frames provided in published tariffs for switching other customer accounts.

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

The Opt-out notice will be drafted in conjunction with the Village, the selected Supplier and Buckeye. Buckeye will also verify the accuracy of the list by using several means, such as, maps, 9-1-1 records, Village records, electric service lists, etc. Members will have a 21-day period to opt-out by returning a post card to the selected supplier or calling their toll-free number.

The Village will provide a letter to the supplier authorizing the supplier to obtain the list of Eligible Customers from the Local Utility and will be relying on the Local Utility to provide an accurate list of eligible customers. Buckeye and the selected supplier will use that list and remove customer records that have returned opt-out forms or are PIPP customers or are non-“Energy Choice” customers. This data would be the final basis for the Village’s pool of customers and would be turned over to the selected supplier to facilitate switching.

The Local Utility shall notify each affected Member of the pending transfer through a 7-day right of rescission letter. Service under the new Supplier shall begin at the start of the billing period following the transfer. Service under the Program shall include all customer classes in adherence with universal service principles and requirements, and the traditional non-discriminatory practices of local government. Contracts with all Suppliers shall contain provisions to maintain these principles and equitable treatment of all customer classes. Existing customers in the Village currently receiving natural gas through an alternate supplier will become eligible upon contract expiration only.

Customers who meet the following criteria will become members of the aggregation program:

- Are up to date with their bill payment;
- Have not opted-out of the program;
- Are currently with the Local Utility;
- Are classified as non-mercantile;
- Have not exercised their right of rescission;
- Are not on the Percentage of Income Payment Plan (PIPP); and
- New Members may opt-in to the Program upon contract expiration with an alternate supplier. These Members will need to contact the Program Supplier for enrollment information. The Program Supplier has a right of refusal in accordance with Section 8 of this plan.





Village of Brewster



September 15, 2016

Dear Village of Brewster Resident,

The Village of Brewster is providing you with the opportunity to join or continue with other residents to save money on the natural gas you use. Savings are possible through a concept called government aggregation; where Village officials 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. Brewster voters approved this program in November 2004.

During the past few months, we have researched options for competitive natural gas pricing for you. We have chosen Volunteer Energy Services, Inc. (VESI), an Ohio based corporation to provide you with natural gas for the term of **October 2016 through September 2018**.

***You will be automatically enrolled in the Villages Natural Gas Governmental Aggregation Program unless you choose to "opt out"*** – that is, affirmatively choose not to participate. If you wish to be excluded from the Villages natural gas aggregation program, you must return the enclosed "Opt-Out" form by **October 6, 2016**. Otherwise, you will be included in the aggregation program. If you do not opt out at this time, you will receive a notice at least once every two years asking if you wish to remain in the program. However, you do not need to do anything to participate. There is no cost for enrollment and you will not be charged a switching fee.

**For members of this program**, Volunteer Energy will deliver natural gas at a guaranteed price of 7% off of Columbia Gas of Ohio's Standard Choice Offer (SCO) Adder of NYMEX plus \$0.143 per Ccf at the burner tip. VE's adder will be NYMEX plus \$0.13299 per Ccf at the burner tip through March 31, 2017.

After you become a participant in the Village'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 seven business days of its postmark date. To remain in the Villages government aggregation program, you don't 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'll notice is savings and 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, 8:30 a.m. to 4:00 p.m.

Regards,

Village of Brewster

&

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. VESI's purpose is to provide customers the lowest cost alternative for reliable supplies of natural gas. This is accomplished by purchasing wholesale energy supplies and services and then dispersing those supplies to VESI's customers. As a supply customer of VESI, you agree to the Terms and Conditions of VESI's natural gas supply contract.

**Service Arrangements:** VESI's energy supplies will be delivered to your residence or facilities via the utility's pipelines on a cost per Ccf basis. The price will vary from month to month and will be based upon a pricing mechanism of 7% off of Columbia Gas of Ohio's (Columbia Gas) Standard Choice Offer Adder plus NYMEX last day settle, exclusive of sales tax. These rates are inclusive of a consulting fee. Upon request, VESI will provide to you up to twenty-four months of your payment history without charge.

**Term:** The term of this Agreement shall commence when accepted by VESI and shall continue **September 2018**. 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. Telephone service hours are from 8:30 A.M. to 4:00 P.M. E.S.T., Monday through Friday. E-mail address is cmunn@volunteenergy.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 **800-977-8374**. 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), 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 visit [www.puco.ohio.gov](http://www.puco.ohio.gov). Residential customers may also contact the Ohio Consumers' Council (OCC) for assistance with complaints and utility issues toll free at 1-877-742-5622 from 8:30 a.m. to 4:00 p.m. weekdays or visit [www.pickocc.org](http://www.pickocc.org).

**Amendment to Agreement:** VESI may amend VESI's Supply Agreement from time to time upon approval. Any amendments made would not take effect for a minimum of thirty (30) days and you will receive thirty (30)

days written notice. 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 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 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 post mark 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 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's natural gas governmental aggregation program, you may be charged a price other than the Columbia Gas regulated sales service rate. **There will be no early termination fees associated with the Village's guaranteed saving rate.** This agreement will automatically terminate upon the occurrence of any of the following: (1) the 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, if you relocate.

**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 guaranteed savings 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 Brewster; (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 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 Brewster, 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's municipal aggregation program.*

#### OPT-OUT FORM VILLAGE OF BREWSTER RESIDENTIAL MUNICIPAL AGGREGATION PROGRAM

I wish to opt out of the Village of Brewster Municipal Aggregation Program

(Check box to ☐ Opt-out)

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

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

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

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

Mail by **October 6, 2016** to: Village of Brewster Municipal Aggregation Program, 790 Windmill Drive, Pickerington, Ohio 43147

19



**Exhibit B-5 “Experience”**

The Village of Brewster has a wealth of experience in negotiating, contracting and providing for common services to the Village residents. Some examples of experience as a service provider are:

1. Water Service
2. Police & Fire Services
3. Parks and Recreation
4. Electric Service

The Mayor, Village Council and Village Staff routinely negotiate for services and supplies that benefit the residents of Streetsboro. However, due to the complexity of municipal aggregation, the Village will rely on the services of Buckeye Energy Brokers, Inc. to assist them in designing, implementing and maintaining the Program. Buckeye Energy Brokers is a PUCO certified (00-002(1)) Electric Aggregator and Broker in the State of Ohio and Natural Gas Broker (Case number 02-1676-GA-GAG). They have experience working with over 200 buying groups in Pennsylvania, New Jersey, Maryland and Delaware.

**Contractual Arrangements for Capability Standards:** If the applicant is relying upon contractual arrangements with a third-party(ies) to meet any of the certification requirements, the applicant must provide with its application all of the following:

- Streetsboro is contracting with the following consultant to provide third party assistance:

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

- The Village of Brewster has contracted with Buckeye Energy Brokers, Inc. to assist the Village in designing, implementing and maintaining its aggregation program.
- Below is a detailed summary of services being provided:
  - Broker shall provide energy related Services, including but not limited to the following:
    - Volume data collection and verification
    - Energy savings estimates
    - Energy buying consultation
    - Write customized Request for Proposal (RFP)
    - All contact with potential energy suppliers
    - Release all necessary client information to switch energy suppliers
    - Pre-qualify any energy suppliers wishing to bid on the RFP
    - Contract negotiation and closing with selected supplier
    - Monitor energy cost savings with quarterly reports.

### **Governmental Aggregation Filing**

The Village will utilize the coordinated billing services of the Local Utility and the selected Supplier. It is anticipated that all Members will receive a single bill from the Local Utility. Members will maintain or choose options that include: budget billing, automatic payments and Internet payment.

### **Governmental Aggregator's Customer Service Procedures and Dispute Resolution**

Members will have multiple means of addressing complaints. As a general rule, concerns regarding service reliability and billing should be directed to the Local Utility. They continue to read meters handle billing and generally have the most information about a customer's account. Questions regarding the Program administration should go to Buckeye, and any unresolved disputes should be directed to the Public Utilities Commission of Ohio. Listed below is a table of toll-free numbers for members to call for assistance.

<b>Nature of Complaint</b>	<b>Contact</b>	<b>Phone Number</b>
Service interruptions or emergencies, Service turn on/off and Billing disputes	Columbia Gas of Ohio	1-800-344-4077
Joining/Leaving Program	(Supplier)	
Aggregation Program Questions	Buckeye Energy Brokers	1-866-302-2237
Unresolved Disputes	Public Utilities Commission	1-800-686-7826
Unresolved Disputes	Public Utilities Comm. TDD/TTY	1-800-686-1570

If a dispute cannot be resolved, legal action involving any and all disputes arising under or relating to this Program may be brought in a court of the State of Ohio or a Federal District Court. This program shall be interpreted according to the laws of the State of Ohio.

The Village shall receive proposals from Natural Gas suppliers using a competitive selection process. The Request For Proposal ("RFP") shall require the suppliers to offer a natural gas rate for each customer class, load grouping or other appropriate category. It is the responsibility of each Member to compare the rate with others and decide accordingly. The prices to be charged to Members in the Program will be set by the Village after negotiations with the selected Supplier. Members will be notified of the rates and terms of the Program as part of the opt-out process, through a direct mailing sent to each resident and business within the Village limits in accordance with Section 4929.22 of the Revised Code and contained in Chapter 4901:1-29 of the Administrative Code.



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

**Commission of Ohio Docketing Information System on**

**7/16/2018 10:58:08 AM**

**in**

**Case No(s). 02-1722-GA-GAG**

Summary: Application for recertification electronically filed by Mr. Thomas M Bellish on behalf of Village of Brewster