



Public Utilities Commission

| PUCO USE ONLY - Version 10/7 | | |
|------------------------------|------------------------------|--------------------------|
| Date Received | Renewal Certification Number | ORIGINAL GAG Case Number |
| | | 04 - 0042 - 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 Board of Trustees of Lake Township
 Address 110 W. Second Street, Perrysburg, OH 43551
 Telephone No. 419-838-6535 Web site address www.laketwp.com
 Current PUCO Certificate Number 04-072G Effective Dates April 20, 2018 April 20, 2020

A-2 Contact person for regulatory or emergency matters:

Name Phil Dombey Title Law Director
 Business Address 110 W. Second Street, Perrysburg, OH 43551
 Telephone No. 419-838-6535 Fax No. 419-838-6732 Email Address pdombey@perrysburgattorney.com

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

Name Phil Dombey Title Law Director
 Business address 110 W. Second Street, Perrysburg, OH 43551
 Telephone No. 419-838-6535 Fax No. 419-838-6732 Email Address pdombey@perrysburgattorney.com

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

Customer service address 110 W. Second Street, Perrysburg, OH 43551
 Toll-Free Telephone No. 419-838-6535 Fax No. 419-838-6732 Email Address pdombey@perrysburgattorney.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

Richard J. Danby, Solicitor

Sworn and subscribed before me this

11th day of *December* Month *2019* Year

Andrea Stokes

Signature of official administering oath

Andrea Stokes, Program Manager

Print Name and Title

My commission expires on

October 12, 2020



ANDREA R. STOKES
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES 10-12-2020



The Public Utilities Commission of Ohio

Ohio Natural Gas Governmental Aggregation
Affidavit Form
(Version 1.07)

In the Matter of the Application of)

Board of Trustees of Lake Township)

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

Case No. 04-0042 -GA-GAG

County of Wood
State of Ohio

Phil Dombey, Law Director

[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

Phil Dombey Solicitor

Sworn and subscribed before me this

12th

day of

December

Month

2019

Year

Andrea Stokes

Signature of Official Administering Oath

Andrea Stokes, Program Manager

Print Name and Title



My commission expires on

October 12, 2020

ANDREA R. STOKES
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES 10-12-2020

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

Board of Trustees of Lake Township

Exhibit B-1 Authorizing Ordinance/Resolution

Resolution 112-03

Ms. Bowen-Horton moved to adopt Resolution 112-03:

Whereas: the Ohio General Assembly enacted House Bill 9 which authorizes governmental aggregation of natural gas supply services to rate payers; and

Whereas: the legislation permits a township to act as an aggregator of the natural gas load of its citizens who have not selected a competitive supplier; and

Whereas: the aggregation of natural gas loads may enable Lake Township to obtain a favorable price for natural gas that will benefit its citizens; and

Whereas: it is necessary to submit the question of whether Lake Township shall automatically aggregate and purchase natural gas for customers within the township to a vote of the electorate; and

Whereas: if voters give authority to Lake Township to become an opt-out aggregator, Lake Township will adopt a plan of operation and governance and commercial aggregation services and may do so in conjunction jointly with any other municipal corporation, township, county, or other political subdivision, as permitted by law; so

Now, Therefore, be it resolved, by the Board of Trustees of Lake Township, that:

Section 1. That the Lake Township Board of Trustees declares its intention to act as an opt-out aggregator under which Lake Township will automatically aggregate, subject to opt-out procedures, the natural gas loads located within the unincorporated areas of township limits pursuant to Ohio Revised Code Section 4929-26. Lake Township may exercise such authority jointly with any other municipal corporation, township, county or other political subdivision to the full extent permitted by law.

Section 2. That the Wood County Board of Elections is directed to submit to the electors of Lake Township at the next general election on November 4, 2003, the question of whether or not Lake Township shall automatically aggregate and purchase natural gas for the retail loads within the unincorporated areas of the Township pursuant to Ohio Revised Code Section 4929.26 pursuant to the following drafted language or similar language acceptable to the Wood County Board of Elections, thereto:

Shall Lake Township have the authority to aggregate the competitive retail natural gas service for the retail natural gas loads that are located within Lake Township and for that purpose, to enter into

service agreements to facilitate the sale and purchase of the service for the retail natural gas loads, such aggregation to occur automatically except where any person elects to opt- out, all in accordance with Section 4929.26 of the Ohio Revised Code.

Section 3. That if a majority of electors of Lake Township approve the measure giving the Board of Trustees authority to automatically aggregate and purchase natural gas for the retail loads within the Township pursuant to Ohio Revised Code Section 4929.26, then Lake Township shall prepare a plan of operation and governance and hold at least two (2) public hearings on the plan. Before the first hearing, notice of the hearings shall be published once a week for two consecutive weeks in a newspaper of general circulation in the Township.


Section 4. That the Lake Township Clerk is hereby directed to immediately certify a copy of this Resolution to the Wood County Board of Elections.

Section 5. It is hereby found and determined that all formal actions of the Board of Trustees concerning and relating to the passage of this Resolution were adopted in an open meeting of this Board and that all deliberations of this Board were in meetings open to the public, in compliance with all legal requirements.

Seconded by Mr. Welling.

Roll call: Sims - Yes, Welling - Yes, Bowen-Horton - Yes.

I, RAY L. McLARGIN, CLERK OF LAKE TOWNSHIP, WOOD COUNTY, OHIO CERTIFY THE FOREGOING RESOLUTION #112-03 AS TAKEN AND COPIED FROM THE RECORD OF PROCEEDINGS OF THE LAKE TOWNSHIP, WOOD COUNTY, OHIO REGULAR MEETING OF JULY 15, 2003 AND THIS HAS BEEN COMPARED BY ME WITH THE RESOLUTIONS ON RECORD AND IS A TRUE COPY.


RAY L. McLARGIN CLERK
1-6-04

Board of Trustees of Lake Township

Exhibit B-2 Operation and Governance Plan

Exhibit A-3

Lake G-181

LAKE TOWNSHIP

PLAN OF OPERATION AND GOVERNANCE FOR NATURAL GAS AGGREGATION

**ADOPTED BY
LAKE TOWNSHIP BOARD OF TRUSTEES
Date: December 29, 2003**

OVERVIEW

At the November 4, 2003 general election, local residents authorized the Lake Township Board of Trustees ("Board") to create an opt-out Natural Gas Aggregation Program ("Aggregation Program") for the unincorporated areas of Lake Township ("Township") in compliance with Section 4929.26 of the Ohio Revised Code. Under the opt-out Natural Gas Aggregation Program, all eligible natural gas consumers within the unincorporated areas of the Township will be automatically included in the Aggregation Program initially. However, all consumers will also be given the opportunity to opt-out or decline participation in the Aggregation Program as set out below in more detail.

The Township's purpose in creating the Aggregation Program is to represent local consumer interests in emerging competitive natural gas markets by aggregating natural gas loads within the unincorporated areas of the Township (including township facilities) and negotiating more affordable natural gas supplies and other related services on behalf of local consumers. The Township may pursue this purpose individually or in cooperation with other governmental entities.

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

1. Description of Services

The Township will not buy and resell natural gas, but will represent collective consumer interests to set terms and conditions for service. Through a competitive selection process, the Township will develop and negotiate a contract with a CRNGS Provider or Providers. The contract will contain mutually agreeable price terms for natural gas supplies and other related services. The Township may pursue this purpose individually or in cooperation with other governmental entities. It is contemplated that the Township may join with the Northwest Ohio Aggregation Coalition (NOAC) who uses a professional energy consultant to develop and administer its program. In order to identify the natural gas supplier, the Township may bid, seek requests for proposal, or take other competitive measures suited to current market conditions. The Township may also seek to be added to existing and proposed NOAC contracts. The Township also reserves the right to enter into contracts with other governmental entities other than NOAC or to act solely on its own. Once the contract has been finalized, it will be submitted to the Lake Township Board of Trustees for approval.

The Aggregation Program covers the natural gas supply portion only of a participant's natural gas bill. Columbia Gas of Ohio ("CGO") will continue to deliver natural gas to Aggregation Program participants' homes and businesses through its natural gas distribution system as a monopoly function regulated by the Public Utilities Commission of Ohio ("PUCO"). CGO will also continue to install, operate and maintain its system of pipelines, Rights of Way, meters and other natural gas distribution components. Aggregation Program participants should continue to call CGO if their

natural gas is interrupted or if they have billing questions. The PUCO will continue to oversee CGO natural gas safety and reliability service standards.

Oversight and development of the Aggregation Program will be the responsibility of the Administrative Service Director with the advice of the Township Solicitor. The Administrative Service Director shall report to the Township Board of Trustees, keep the Board of Trustees fully advised, and submit for its approval all contracts and plans for approval.

Due to the complexity of the natural gas utility industry and the uncertainties of its associated restructuring activities, it is contemplated that the Township may join NOAC who uses a professional energy consultant. The Township may reach an agreement with NOAC or with another consultant or consultants to provide the necessary expertise to represent the Township's interest in legislative and regulatory matters and/or to serve as the Aggregation Program Manager. Such services may include, but are not limited to, facilitating consumer enrollment and opt-out, assisting with consumer education, addressing consumer questions and concerns, providing reports on program operation, enrollment and savings, negotiating future CRNGS Provider contracts, and representing the Township in dealings with CRNGS Providers, CGO, the Ohio Legislature, the PUCO and the Ohio Consumer's Counsel ("OCC").

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

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

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

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

All consumers within the Township's unincorporated areas shall be eligible to participate in the Aggregation Program subject to the terms and conditions described herein, Ohio law, PUCO rules and regulation governing natural gas service, and CGO approved tariffs.

Service under the Aggregation Program shall include all eligible customer classes in adherence with universal service principles and requirements, and the traditional non-discriminatory practices of local government. The Township will seek to include in CRNGS Provider contract provisions to maintain these principles and equitable treatment of all customer classes.

Low-income consumers shall remain subject to all provisions of Ohio law and PUCO rules and regulations as they may be amended from time to time regarding their rights to return to CGO General Service and participation in the Aggregation Program.

The Township developed this Plan of Operation and Governance in compliance with Ohio law regarding opt-out aggregation of natural gas consumers, including two public hearings prior to its adoption.

The Lake Township Board of Trustees shall approve through resolution the Aggregation Program's Plan of Operation and Governance in accordance with Ohio Revised Code Section 4929.26. Amendments to the Plan of Operation and Governance may be subject to Lake Township Board of Trustees approval and filing with the PUCO.

After adoption of the Plan of Operation and Governance, the Township will file with the PUCO for governmental aggregator certification and also register as a governmental aggregator with CGO.

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

The Aggregation Program may be discontinued upon the termination or expiration of the CRNGS Provider contract without any extension, renewal or subsequent contract being executed. In the event of Aggregation Program termination, each participant will receive notification at least sixty (60) days prior to such program termination and could return to CGO General Service Rate or select another approved CRNGS Provider.

2. Determination of Rates

The Township will not buy and resell natural gas to Aggregation Program participants. The Township will aggregate natural gas loads within the Township's unincorporated areas including Township facilities. Through a competitive selection process, the Township will develop and negotiate a contract with a CRNGS Provider or Providers. The contract will contain mutually agreeable price terms for reliable natural gas supplies and other related services. The Township may pursue this purpose individually or in cooperation with other governmental entities. It is contemplated that the Township may join with the Northwest Ohio Aggregation Coalition (NOAC) who uses a professional energy consultant to develop and administer its program. The Township may seek to be added to existing and proposed NOAC contracts for natural gas and related services, but also reserves the right to enter into contracts on its own or with other governmental entities. Once the contract has been finalized, it will be submitted to the Lake Township Board of Trustees for approval. Contracts will be monitored by the Township on behalf of consumers.

CRNGS Providers will supply information on natural gas supply charges by CGO customer rate classification or other appropriate pricing category as approved by the Township. All natural gas supply charges will be fully and prominently disclosed in consumer enrollment materials and will be subject to approval by the Lake Township Board of Trustees.

The Township will contract only with a CRNGS Provider or Providers that meet at a minimum the following criteria:

- Certified CRNGS Provider by the PUCO;
- Registered with CGO;
- Have a service agreement under CGO Gas Transportation Service Tariff;
- Successfully completed Electronic Data Interchange (EDI) computer system testing with CGO and that CRNGS Provider's EDI computer system is capable of effectively processing Aggregation Program EDI transactions in a timely manner;
- Meet standards of creditworthiness established by the Township;
- Have a customer call center capable of effectively handling participants' questions, concerns and disputes in a timely manner using a toll-free telephone number;
- Hold the Township harmless from any financial obligations arising from offering natural gas and/or energy-related services to Aggregation Program participants.

The CRNGS Provider's contract will run for a fixed term (i.e., one to five years) and contain all pricing, charges, switching fees, etc. in clear and understandable terms.

It is the Township's goal that The CRNGS Provider's rates will include an administrative fee, which shall (if implemented) be collected on behalf of the Township to fund the implementation and administration of the Township's Aggregation Program. The administrative fee will be adjusted annually to cover the Township's cost of administering the program.

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

3. Plan for Providing Opt-out Notice

Initially, each eligible consumer within the Township's unincorporated areas will be automatically included in the Aggregation Program. However, prior to actual enrollment each consumer will receive a notice from the Township detailing the Aggregation Program's rates, terms and conditions.

Each consumer will then have a 21-day period to opt-out of or decline to participate in the Aggregation Program without charge. Consumers opting out of the program will remain on Columbia Gas of Ohio's (CGO) established tariff rates until such time as they select an approved CRNGS Provider. A similar opt-out period will be offered every two years during which time consumers can leave the Aggregation Program without paying a switching fee.

4. Process for Determining the Pool of Customers

After contract approval by the Lake Township Board of Trustees, the CRNGS Provider will work with the Township and CGO to identify all eligible consumers within the Township's unincorporated areas.

All eligible consumers will be notified of the rates, charges and other terms and conditions of participation in the Aggregation Program and that they will be automatically enrolled in the Aggregation Program unless they "opt-out" or decline participation in the program. Consumers will be given a 21-day period in which to notify the Township that they wish to opt-out or decline participation in the Aggregation Program.

After the initial 21-day opt-out period has elapsed, all eligible consumers who have not notified the Township of their desire to opt out of the Aggregation Program will be enrolled by the CRNGS Provider at the earliest date practicable.

Consumers enrolled in the Aggregation Program by the CRNGS Provider will receive a letter from CGO notifying them of their enrollment. Consumers will have a recession period of seven (7) calendar days to notify CGO of any objection to their enrollment in the Aggregation Program. CGO will notify the CRNGS Provider of consumer objections or any reason that a consumer was not enrolled in the Aggregation Program.

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

- Are not currently buying gas from another supplier;
- Are up to date with their bill payments;
- Have not opted out of the program;
- Currently have service with CGO;
- Are classified as non-mercantile;
- Have not exercised their right of rescission, or;
- Are not on the Percentage of Income Payment Plan (PIPP).

New members may opt into the Program upon contract expiration with an alternate supplier. These members will need to contact the CRNGS Provider for enrollment information. The CRNGS Provider has a right of refusal in accordance with criteria described in this plan.

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

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

Participants who wish to leave the Aggregation Program may do so:

- During the initial 21-day opt-out period;
- During the seven day rescission period;
- During subsequent opt-out period offered by the Township at least every two years;
- At any other time; however an early termination fee may be assessed.

In addition to the initial 21-day opt-out period described above, each participant will be given an opportunity to opt-out of the Aggregation Program every two years without paying a switching fee. Consumers who choose to opt out of the Aggregation Program at any time other than during the initial 21-day opt-out period or during subsequent opt-out periods offered by the Township may be subject to a switching fee.

Any consumer who opts out of the Aggregation Program will be returned to CGO established tariff rates until such time as the consumer selects another approved CRNGS Provider.

5. Customer Billing Procedures

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

6. Credit and Deposit Policies

Collection, credit and deposit 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 Township will have no separate credit or deposit policy.

7. Governmental Aggregator's Customer Service Procedures and Dispute Resolution

The Aggregation Program only impacts the source of natural gas supply. CGO will continue to deliver the natural gas purchased through the Aggregation Program to participants' homes and businesses through its natural gas distribution system. Participants with questions or concerns regarding service delivery or safety, such as a natural gas outage or odor of gas should continue to contact CGO at 800-344-4077. Meter reading or other billing questions should also be directed to CGO at the same number. Questions regarding Aggregation Program enrollment or opting out

should be directed to the CRNGS Provider. General questions and concerns should be directed to the office of the Administrative Service Director, Lake Township, 419-838-6536. Disputes unresolved by the aforementioned parties, should be directed to either the Ohio Consumer's Counsel or the Public Utilities Commission of Ohio. The following table gives toll-free telephone numbers for use by consumers.

| QUESTIONS OR CONCERNS | CONTACT | TELEPHONE NUMBER |
|--|---------------------------------------|--|
| Natural gas outage or interruption | Columbia Gas of Ohio, Inc. | 800-344-4077 |
| Turn natural gas on or off | Columbia Gas Of Ohio, Inc. | 800-344-4077 |
| Meter reading/billing | Columbia Gas of Ohio, Inc. | 800-344-4077 |
| To enroll in or opt-out of Aggregation Program | CRNS Provider | 800***** |
| Aggregation Program Questions or Concerns | Lake Township Administrative Services | 419-838-6536 |
| Unresolved Disputes (Residential Customers) | Ohio Consumer's Counsel | 877-742-5622 occ@occ.state.oh.us |
| Unresolved Disputes (All Customers) | Public Utilities Commission of Ohio | 800-686-7826 (voice) 800-686-1570 (TDD) |

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

Consumers who move into the Township after the initial opt-out period will be not be automatically included in the Program, but will be afforded an opportunity to enroll. However, the Township cannot guarantee that the rates, terms and conditions to consumers enrolling in the Aggregation Program after the initial 21-day opt-out period will match those of the initial enrollees.

The same rule will apply to participants who move within the Township after the initial opt-out period, if they are given a new account number by CGO. That is, they will not be automatically included in the Program, but will be given an opportunity to re-enroll under a new set of rates, terms and conditions.

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

Participants who relocate within the Township limits and retain the same CGO account number, will be allowed to continue in the Aggregation Program at their new location under the same terms and conditions as at their former location, subject to any switching fees imposed by CGO.

10. Joining the Program at a Later Date (Opting-In)

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

11. Liability

Lake Township shall not be liable to participants in the Aggregation Program for any claims, however styled, arising out of the Aggregation Program or the provision of Aggregation services by Lake Township or the Provider. Participants in the Aggregation Program shall assert any such claims solely against the Provider pursuant to the Natural Gas Supply Agreement, under which such participants are express third-party beneficiaries.

12. Copies of Plan

Copies of this Plan are available from Lake Township free of charge. Call Lake Township at (419) 838-6536 for a copy or for more information.

13. Consumer Right to Contact PUCO

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

DEFINITIONS

In order to clarify certain terminology, the following terms shall have the meanings set forth below:

Aggregation

Combining the natural gas loads of multiple customers for the purposes of supplying or arranging for the supply of competitive retail natural gas service to those customers.

Aggregation Program Manager

The person or entity designated by the Township to oversee the operation and management of the Lake Township's Natural Gas Aggregation Program.

Competitive Retail Natural Gas Service (CRNGS)

A component of retail natural gas service deemed competitive under the Ohio Revised Code or pursuant to an order of the PUCO. This includes but is not limited to the services provided by competitive retail natural gas service providers, natural gas marketers, aggregators and governmental aggregators.

Competitive Retail Natural Gas Service Provider (CRNGS Provider)

A person or entity certified by the PUCO and registered with CGO who supplies or offers to supply a competitive retail natural gas service over the CGO natural gas distribution system. This term does not apply to CGO in its provision of standard offer natural gas service.

Consumer

Any person or entity that is an end user of natural gas and is connected to any part of CGO natural gas distribution system within Lake Township's unincorporated areas.

Delivery Charge

Charge imposed by CGO for delivering natural gas to a consumer's home or business. The charge includes meter reading, billing, transition costs, maintaining natural gas system reliability and responding during emergencies and outages (also called the distribution charge).

Distribution

Delivery of natural gas to a home or business through CGO owned pipelines, meters and other equipment. CGO distribution system operations will remain regulated by the PUCO.

Governmental Aggregator

An incorporated village or city, township or county acting as an aggregator for the provision of a CRNGS under authority conferred under Section 4928.20 of the Ohio Revised Code.

Mercantile Customer

A customer that consumes, other than for residential use, more than five hundred thousand cubic feet of natural gas per year at a single location within the state; or a customer that has three or more locations within the state that consume natural gas, other than for residential use.

Natural Gas Related Service

Service directly related to the consumption of natural gas at a consumer's home or business. This may include, but is not limited to, the installation of metering, remote reading indices, regulation; the maintenance, repair or replacement of appliances and other energy-consuming devices at a consumer's premises, and the provision of energy consumption measurement and billing services.

Natural gas Supply Charge

All charges related to the acquisition of natural gas by the CRNGS Provider, and its delivery to the Township's distribution system.

Ohio Consumers' Counsel (OCC)

The Ohio Consumers' Counsel (OCC), established by the Ohio Legislature in 1976, represents the interests of Ohio's four million residential utility customers served by investor-owned utilities in proceedings before the PUCO, other regulatory agencies and in the courts. The OCC also educates consumers about utility issues and resolves complaints individuals have with investor-owned utility companies.

Participant

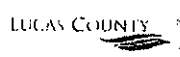
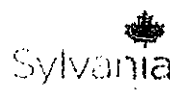
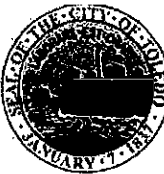
A consumer enrolled in Lake Township's Natural gas Aggregation Program.

Public Utilities Commission of Ohio (PUCO)

The state agency charged with assuring all consumers (residential commercial and industrial) served by investor-owned utilities have access to adequate, safe, and reliable utility services at fair prices. The PUCO regulates a wide variety of investor-owned utilities, including natural gas, electricity, pipeline, heating/cooling, local telephone, long distance telephone, waterworks, wastewater, railroad, household goods carriers, water transportation, hazardous materials carriers, and commercial transportation carriers.

Board of Trustees of Lake Township

Exhibit B-3 and B-4 Automatic Aggregation Disclosure Opt – Out Notice



The Northwest Ohio Aggregation Coalition Community Pricing: NYMEX + \$0.105/CCF
Columbia Gas SCO Supplier Gas Pricing: NYMEX + \$0.118/CCF
December 10, 2019

DO NOT DISCARD:
Important Natural Gas Aggregation
Information Enclosed.

Dear Natural Gas Consumer,

The Northwest Ohio Aggregation Coalition (NOAC) has selected Volunteer Energy to continue as its preferred supplier for the next term of its Natural Gas Governmental Aggregation Program. Voters of each NOAC community approved this program as follows: Village of Holland in May 2002, Lake Township in January 2004, Lucas County in July 2001, City of Maumee in November 2002, City of Northwood in July 2001, City of Oregon in January 2002, Village of Ottawa Hills in August 2010, City of Perrysburg in August 2001, City of Sylvania in July 2001, City of Toledo in August 2001, City of Rossford in November 2001, Village of Walbridge in April 2010. The opt-out aggregation program is for the period spanning February 2020 through May 2021 billing cycles. **For participating members Volunteer Energy will deliver gas at a rate of NYMEX plus \$0.105 per Ccf. Columbia Gas is still your utility and will continue to provide monthly billing and service.**

You are automatically enrolled.

As an eligible NOAC resident or small business, **you are automatically enrolled and do not need to take any further steps in order to receive this special rate.** Or, you may choose at this time to opt-out of the program by taking one of the steps outlined below. To learn more about Volunteer Energy and the Governmental Aggregation Program please see the enclosed Terms and Conditions and Frequently Asked Questions (FAQs).

If you choose to opt-out.

You don't need to do anything to get this special rate. However, if you decide not to participate in the program we must receive your opt-out response by December 31, 2019 either by mail or phone.

mail — Return the completed form below to:
NOAC Governmental Aggregation Program
Volunteer Energy
790 Windmill Drive
Pickerington, OH 43147

phone — Call 800-977-8374 and speak directly with a Volunteer Energy representative.

Learn more: VolunteerEnergy.com/noac



ABOUT THE PROGRAM

- Because of NOAC's buying power, you will receive a negotiated rate of NYMEX plus \$0.105 per Ccf for your 2020 through 2021 billing cycles.
- You will still receive one bill from Columbia Gas. That bill will simply list Volunteer Energy as your natural gas supplier, along with your special rate.
- You will still contact Columbia Gas for all service calls and emergencies.
- Budget billing and auto payment are still available from Columbia Gas.

The rate provided will NOT include taxes or local utility charges. If you are already enrolled with another natural gas supplier, a cancellation fee may apply if you choose to end your agreement with that supplier. The Terms and Conditions govern your participation in the program. If you have additional questions about this offer, contact Volunteer Energy at 1-800-977-8374. Ohio supplier certification # 02-022G(9).

AGGREGATION PROGRAM OPT-OUT FORM

☐ I do NOT want to participate in the NOAC Natural Gas Governmental Aggregation Program.

Governmental Aggregation opt-out number:



service address:

EMAIL ADDRESS

PHONE

SIGNATURE REQUIRED Account Holder

PRINTED NAME

DATE

ACCOUNT HOLDER'S SIGNATURE

Check here if any of the information above is incorrect. Please make corrections on the back of this form.

Detach completed form and return by December 31, 2019 to: NOAC Governmental Aggregation Program, Volunteer Energy, 790 Windmill Drive, Pickerington, OH 43147

20



**ENERGY SUPPLY
TERMS AND CONDITIONS**
KEEP FOR YOUR RECORDS

UTILITY Columbia Gas of Ohio
RATE PLAN NOAC Governmental Aggregation Rate
INITIAL PRICE & TERMS NYMEX plus \$0.105 per Ccf February 2020 through May 2021 billing cycles
CANCELLATION FEE None

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 utility's pipeline on a month to month basis. Upon acceptance by the utility company Columbus Gas of Ohio will continue to deliver VESI-supplied natural gas to your home at the agreed upon rate.

Term: The term of this Agreement shall commence with your February 2020 billing cycle and shall continue through your May, 2021 billing cycle, unless otherwise cancelled by either party. Natural gas service will begin within 60 days of acceptance by Columbia Gas of Ohio. You may terminate this Agreement with VESI by providing a 30-day notice in writing to VESI or by telephone.

Rates: Beginning with the February 2020 billing cycle through the May 2021 billing cycle, your rate shall be NYMEX month end settle plus \$0.105 per Ccf which does not include applicable sales tax or NGDC transportation and other charges.

Renewal: If the NOAC Aggregation Program continues beyond the May 2021 billing cycle, NOAC or its supplier shall provide notice of the new terms and conditions and your right to opt-out without penalty.

Office Locations and Hours: VESI's offices are located at 790 Windmill Drive, Pickerington, Ohio 43147 and are open from 9:00 a.m. to 4:30 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 9:00 A.M. to 5:00 P.M. E.S.T., Monday through Friday. E-mail address is sraffeld@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 of Ohio 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 8 a.m. to 5 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.occ.ohio.gov>.

Amendment to Agreement: VESI may amend VESI's Supply Agreement from time to time upon approval from NOAC. 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.

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.

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 Columbus Gas of Ohio. 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 or by telephone 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 NOAC natural gas governmental aggregation program, you may be charged a price other than the Columbia Gas of Ohio regulated sales service rate. **There will be no early termination fees associated with the NOAC program.** This agreement will automatically terminate upon the occurrence of any of the following: (1) the requested service location is not served by Columbia Gas of Ohio; (2) you move outside the Columbia Gas of Ohio 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.

Eligibility: VESI's aggregation program 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 one of the NOAC communities; (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 natural gas supply service from another natural gas marketer. If you believe you received this letter in error, please contact VESI to remove your account from our aggregation list.

790 Windmill Dr. · Pickerington, OH 43147 · p. 800.977.8374 · volunteenergy.com

PLEASE COMPLETE IF THE INFORMATION ON THE FRONT OF THIS FORM IS INCORRECT

NAME as it appears on your utility bill

SERVICE ADDRESS as it appears on your utility bill

CITY

STATE

ZIP



Board of Trustees of Lake Township

Exhibit B-5 Experience

Appendix A-5

Applicant's Experience and Plan for Providing Aggregation Services:

The Applicant, the Board of Trustees of Lake Township is the second largest township in Wood County, Ohio. Lake Township operates its own full-time police department which also services the Village of Millbury; its own fire and emergency medical services department which also services the Village of Millbury and Village of Walbridge; and its own fulltime dispatch center which also services Millbury, Walbridge, and the City of Rossford. In addition Lake Township operates a road department, cemetery department, parks and administrative services department, and retains its own solicitor as well as the services the Wood County Prosecutor.

As stated in the Operation and Governance Plan, Lake Township intends to join an existing government aggregation group, the Northwest Ohio Aggregation Coalition (NOAC) who utilizes an experienced consultant, Palmer Energy Inc. NOAC is the leading governmental aggregator in Northwest Ohio. The City of Toledo, the City of Oregon, and Lucas County are among its eight members.

Lake Township thus has the necessary resources, contracting expertise, complaint management, and managerial experience to carry out its responsibilities under the Plan of Operation and Governance and the PUCO regulations.