

**DIS Case Number: 21-0084-GA-GAG**

## Section A: Application Information

### **A-1. Applicant's legal name, address, telephone number, and web site address**

**the applicant's legal name, address, telephone number, and web address.**

Legal Name: Village of Williamsburg      Country: United States  
Phone: 513-714-      Extension (if applicable):      Street: 107 West Main Street  
6107  
Website (if any): www.williamsburgohio.org      City: Williamsburg      Province/State: OH  
Postal Code: 45176

### **A-2. Contact person for regulatory matters**

Rich Surace  
8469 Blue Ash Rd., Suite 1  
Cincinnati, OH 45236  
US  
rsurace@energyalliances.com  
5137451424

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

Rich Surace  
8469 Blue Ash Rd., Suite 1  
Cincinnati, OH 45236  
US  
rsurace@energyalliances.com  
5137451424

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

Phone: 800-735-0359      Extension (if applicable):      Country: United States  
Fax: 513-794-7777      Extension (if applicable):      Street: 8469 Blue Ash Rd., Suite 1  
Email: rsurace@energyalliances.com      City: Cincinnati      Province/State: OH



**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.

File(s) attached.

**B-2. Operation and governance plans**

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.

Files(s) attached.

**B-3. Opt-out disclosure notice**

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.

File(s) uploaded

**B-4. Experience and Plans**

Provide a description of the applicant's experience in providing the service(s) for which it is applying (e.g. number and type of customers served, utility service areas, amount of load, etc.). Also provide the plan for contracting with customers, providing contracted services, providing billing statements, and responding to customer inquiries and complaints in accordance with Commission rules adopted pursuant to Section 4928.10 of the Revised Code.

File(s) attached



Public Utilities  
Commission

# Application Attachments

**VILLAGE OF WILLIAMSBURG, CLERMONT COUNTY, OHIO**

**Natural Gas Aggregation Program**

**EXHIBIT B—4 “EXPERIENCE AND PLANS”**

**1 Page**



#### EXHIBIT B-4 "EXPERIENCE AND PLANS"

Due to the complexity of Governmental Aggregation, the Governmental Aggregator applicant has entered into a program agreement with Energy Alliances, Inc. to assist them in implementing and maintaining their Natural Gas Governmental Aggregation Program.

Founded in 1985, Energy Alliances, Inc. is an independent energy broker and consulting company that provides comprehensive energy procurement for commercial, governmental, small business and residential customers throughout the mid-West.

As a PUCO certified Retail Natural Gas Broker/Aggregator (Certificate Number 14-350G(4)) and a Competitive Retail Electric Service Provider (Certificate Number 14-805E(4)) Energy Alliances has over 15 years of experience in leading communities through the entire governmental aggregation process. They currently manage more than sixty (60) electric and gas governmental aggregation and/or endorsement programs in the State of Ohio.

A detailed summary of the contract includes, but is not limited to providing the following services:

- Assist with the preparation of resolutions, public notices, and customer communications
- Assist with the preparation of the Plan of Operation and Governance
- Assist with the preparation of the required legal notices and public meetings to review and approve the Plan of Operation and Governance
- Assist with the preparation and submission of the Certification Application for Governmental Aggregators and Re-certification Applications, as well as the annual and/or quarterly reporting requirements
- Evaluate existing energy costs and rates, provide market expertise, and assist the communities with the selection of their electric/gas supply pricing strategy
- Assist with the preparation of all notifications required to be sent to program participants
- Assist the communities with the day-to-day operation of their programs (i.e. problem resolution, PUCO compliance, supplier liaison, etc.)
- Provide other services necessary for the communities to comply with provisions of Sections 4929 and 4928 and Chapter 4901 of the Ohio Revised Code

**VILLAGE OF WILLIAMSBURG, CLERMONT COUNTY, OHIO**

**Natural Gas Aggregation Program**

**EXHIBIT B-1 "AUTHORIZING ORDINANCE"**

Authorizing Ordinance – 2 Pages

Election Results – 1 Page



**AN ORDINANCE BY THE VILLAGE OF WILLIAMSBURG**

**ORDINANCE: 1169-20**

**AN ORDINANCE AUTHORIZING TO AMEND ORDINANCE 1147-19 ALL ACTIONS NECESSARY TO EFFECT A GOVERNMENTAL GAS AGGREGATION PROGRAM WITH OPT-OUT PROVISIONS PURSUANT TO SECTION 4929.26, OHIO REVISED CODE, DIRECTING THE CLERMONT COUNTY BOARD OF ELECTIONS TO SUBMIT A BALLOT QUESTION TO THE ELECTORS.**

**WHEREAS**, the Ohio Legislature has enacted gas deregulation legislation which authorizes the legislative authorities of municipal corporations, townships and counties to aggregate automatically, pursuant to Section 4929.26 of the Ohio Revised Code, subject to opt-out provisions, competitive gas service for the retail gas loads located in the respective jurisdictions and to enter into service agreements to facilitate the sale and purchase of the service for the gas loads; and

**WHEREAS**, such legislative authorities may exercise such authority jointly with any other legislative authorities;

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

**WHEREAS**, the Village of Williamsburg Village Council (hereinafter "Council") seeks to establish a governmental aggregation program with opt-out provisions pursuant to Section 4929.26, Ohio Revised Code (the "Aggregation Program") for the residents, businesses and other gas customers in the Village of Williamsburg 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 VILLAGE COUNCIL, VILLAGE OF WILLIAMSBURG, CLERMONT COUNTY, STATE OF OHIO:**

**SECTION I**

This Council finds and determines that it is in the best interest of the Village of Williamsburg, its residents, businesses and other gas consumers located within the corporate limits of the Village of Williamsburg to establish the Aggregation Program in the Village. Provided that this Ordinance and the Aggregation Program is approved by the electors of the Village of Williamsburg pursuant to Section 2 of this Ordinance, the Village of Williamsburg is hereby authorized to aggregate in accordance with Section 4929.26, Ohio Revised Code, the retail gas loads located within the Village of Williamsburg, and, for that purpose, to enter into service agreements to facilitate for those loads the sale and purchase of gas. The Village of Williamsburg may exercise such authority jointly with any other municipal corporation, township or county or other political subdivision of the State of Ohio to the full extent permitted by law. The aggregation will occur automatically for each person owning, occupying, controlling, or using an gas load center proposed to be aggregated and will provide for the opt-out rights described in Section 3 of this Ordinance.

**SECTION II**

The Board of Elections of Clermont County is hereby directed to submit the following question to the electors of the Village of Williamsburg at the general election on November 3, 2020.

**"Shall the Village of Williamsburg have the authority to aggregate the retail gas loads located in the Village, and for that purpose, enter into service agreements to facilitate for those loads the sale and purchase of gas, such aggregation to occur automatically except where any person elects to opt out?"**

The Clerk of this Council is instructed immediately to file a certified copy of this Ordinance and the proposed form of the ballot question with the County Board of Elections not less than ninety (90) days prior to November 3, 2020. The Aggregation Program shall not take effect unless approved by a majority of the electors voting upon this Ordinance and the Aggregation Program provided for herein at the election held pursuant to this Section 2 and Section 4929.26 of the Ohio



Revised Code.

### SECTION III

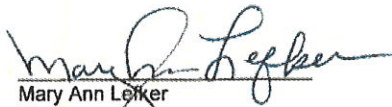
Upon the approval of a majority of the electors voting at the election provided for in Section 2 of this Ordinance, this Council individually or jointly with any other political subdivision, shall develop a plan of operation and governance for the Aggregation Program. Before adopting such plan, this Council shall hold at least two 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 Village. The notice shall summarize the plan and state the date, time, and location of each hearing. No plan adopted by this Council shall aggregate the gas load of any gas load center within the Village unless it in advance clearly discloses to the person owning, occupying, controlling, or using the load center that the person will be enrolled automatically in the Aggregation Program and will remain so enrolled unless the person affirmatively elects by a stated procedure not to be so enrolled. This disclosure shall state prominently the rates, charges, and other terms and conditions of enrollment. The stated procedure shall allow any person enrolled in the Aggregation Program the opportunity to opt out of the program every three years without paying a termination fee. Any such person that opts out of the Aggregation Program pursuant to the stated procedure shall default to the standard service offer provided by the gas service company providing distribution service for the person's retail gas load until the person chooses an alternative supplier.

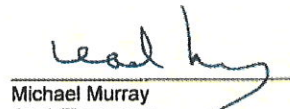
### SECTION IV

This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

### SECTION V

This Ordinance is hereby declared to be an emergency measure necessary for immediate preservation of the health, safety and welfare of the citizens of the Village of Williamsburg and shall take effect immediately.

  
Mary Ann Leiker  
Mayor

  
Michael Murray  
Clerk/Treasurer

August 5, 2020  
Date Passed

The Board of Elections of Clermont County hereby certifies that at the election held in the 1 Village of Williamsburg (Name of Subdivision)

on the 3 day of November, 2020, the vote cast on the following issue was as follows:  
(Month) (Year)

Issue Shall the Village of Williamsburg have the authority to aggregate the retail natural gas loads located in the Village of Williamsburg, and for that purpose, enter into service agreements to facilitate for those loads the sale and purchase of natural gas, such aggregation to occur automatically except where any person elects to opt out?  
(Tax levy, bond issue, miscellaneous question, etc.-describe fully)

Votes Yes  
(For, yes, etc.-as on ballot)

542  
(Number)

Votes No  
(No, against, etc.-as on ballot)

487  
(Number)

Total vote cast on issue:

1,029  
(Number)

IN WITNESS WHEREOF, we have hereunto subscribed our names officially at

Batavia, Ohio, this 16 day of November, 2020.  
(Month) (Year)

[Signature]  
(Chair)  
[Signature]  
[Signature]  
[Signature]

Attest:

Jenna B. Carney  
Director

Board of Elections

Clermont County, Ohio.



# Public Utilities Commission

Competitive Retail Natural Gas Service (CRNGS)  
Governmental Aggregator Application

Case Number: 21- 0084 -GA-GAG

Please complete all information. Identify all attachments with a label and title (example: Exhibit C-2 Financial Statements). For paper filing, you can mail the original and three complete copies to the Public Utilities Commission of Ohio, Docketing Division, 180 East Broad Street, Columbus, Ohio 43215-3793.

## A. Application Information

### A-1. Applicant's legal name and contact information.

Provide the name and contact information of the business entity.

Legal Name: Village of Williamsburg  
Street Address: 107 West Main Street  
City: Williamsburg State: OH Zip: 45176  
Telephone: 513-724-6107 Website: WWW.williamsburgohio.org

### A-2. Contact person for regulatory matters.

Name: Rich Surace  
Street Address: 8469 Blue Ash Road, Suite 1  
City: Cincinnati State: OH Zip: 45236  
Telephone: 513-745-1424 Email: rsurace@energyalliances.com

### A-3. Contact person for PUCO Staff use in investigating consumer complaints.

Name: Rich Surace  
Street Address: 8469 Blue Ash Road, Suite 1  
City: Cincinnati State: OH Zip: 45236  
Telephone: 513-745-1424 Email: rsurace@energyalliances.com

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

Street Address: 8469 Blue Ash Road, Suite 1  
City: Cincinnati State: OH Zip: 45236  
Toll-free Telephone: 800-735-0359 Email: rsurace@energyalliances.com



## B. Managerial Capability

Provide a response or attachment for each of the sections below.

### B-1. Authorizing Ordinance.

Provide a copy of the adopted ordinance or resolution authorizing the formation of a governmental aggregation program pursuant to Sections 4928.20(A), 4929.26, and/or 4929.27 of the Ohio Revised Code.

### 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 Section 4928.20(C), 4929.26(C), and/or 4929.27(B) of the Ohio Revised Code and in accordance with 4901:1-21-16 and/or 4901:1-28-03 of the Ohio Administrative Code.

### B-3. Opt-out disclosure notice.

Provide a draft copy of the opt-out notice that provides or offers automatic aggregation services in accordance with Sections 4928.20(D) or 4929.26(D) of the Ohio Revised Code and in accordance with 4901:1-21-17 and/or 4901:1-28-04 of the Ohio Administrative Code. The applicant must file the finalized opt-out notice in the certification case docket no more than 30 days and not less than ten days prior to public dissemination.

### B-4. Experience and plans.

Describe in detail the applicant's experience and plan for providing aggregation services, including contracting with consultants, broker/aggregators, retail natural gas suppliers and/or retail generation providers, providing billing statements, responding to customer inquiries and complaints, and complying with all applicable provisions of Commission rules adopted pursuant to Section 4929.22 and/or 4928.20 of the Ohio Revised Code.

As authorized representative for the above company/organization, I certify that all the information contained in this application is true, accurate and complete. I also understand that failure to report completely and accurately may result in penalties or other legal actions.

Signature Susan G. Gault Date 1/27/21

Title Village Administrator

# Competitive Retail Natural Gas Service Affidavit

County of Clermont :

State of Ohio :

Village of Williamsburg, 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, and that it will amend its application while it is pending if any substantial changes occur regarding the information provided.
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 Sections 4905.10 and 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 fully with the Public Utilities Commission of Ohio and its staff on any utility matter including 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 comply with all state and/or federal rules and regulations concerning consumer protection, the environment, and advertising/promotions.
8. Applicant will inform the Public Utilities Commission of Ohio of any material change to the information supplied in the application within 30 days of such material change, including any change in contact person for regulatory purposes or contact person for Staff use in investigating consumer complaints.
9. The facts set forth above are true and accurate to the best of his/her knowledge, information, and belief and that he/she expects said applicant to be able to prove the same at any hearing hereof.
10. Affiant further sayeth naught.

Susan Gault, Village Administrator  
Signature of Affiant & Title

Sworn and subscribed before me this 29 day of January, 2021  
Month Year

Priscilla J Bush  
Signature of official administering oath

Priscilla J Bush Notary Public  
Print Name and Title

My commission expires on September 10, 2023



**VILLAGE OF WILLIAMSBURG, CLERMONT COUNTY, OHIO**

**Natural Gas Aggregation Program**

**EXHIBIT B-2 "OPERATION AND GOVERNANCE PLAN"**

Affidavit of Publication – 1 Page

Resolution to Adopt the Plan of Operation and Governance – 4 Pages

Plan of Operation and Governance – 5 Pages

**PUBLIC NOTICE:  
PUBLIC HEARING ON THE  
VILLAGE OF  
WILLIAMSBURG  
NATURAL GAS  
AGGREGATION PROGRAM  
PLAN OF OPERATION AND  
GOVERNANCE**

The Village of Williamsburg Council, Clermont County, Ohio will hold two public hearings on the Village's Natural Gas Aggregation Program Plan of Operation and Governance. The hearings will be held at 4:30 p.m. and 6:30 p.m. on January 26, 2021. Both hearings will take place at the Village Community Center located at 107 West Main Street, Williamsburg, OH 45176. To participate in the meetings virtually, please refer to the "Calendar" on the Village's website ([www.williamsburgohio.org](http://www.williamsburgohio.org)). For additional information please feel free to contact the Village at 513-724-6107.

On November 3, 2020, The Village of Williamsburg voters passed Natural Gas Aggregation which authorizes the Village to form a governmental Natural Gas aggregation program for the purchase of Natural Gas on behalf of the Village residents. The Village shall submit its Plan of Operation and Governance to the Public Utilities Commission of Ohio (PUCO) pursuant to PUCO Regulation and Ohio law. The Village shall develop an opt-out aggregation program following the procedures set forth in Ohio Revised Code Section 4928.20.

Subject to the final approval of the Village Council, the Village will enter into a Natural Gas Supply Agreement with the selected supplier. The Natural Gas Supply Agreement may provide a fixed rate, a capped rate and/or a variable rate for eligible customers that provide more price certainty and stability than the rates currently offered by Duke Energy-Ohio. The offer is scheduled to begin in early to mid-Summer of 2021 and is anticipated to be for a 1 or 2 year term.

All eligible customers (Duke Energy-Ohio customers) to be included in the Village's aggregate will be included unless they

notify them of their right to opt out. The Notice will fully explain the rates, terms and conditions, and general information regarding the Program. If a customer does not wish to be included in the program, the customer will have at least 21 days to opt out of the program free of charge by returning an enclosed post card, visiting the supplier's website for the Village, or calling a toll free telephone number.

New customers moving into the Village will be included in the aggregate unless they exercise their right to opt out of the aggregate. Customers moving within the Village will retain their status at the original rate.

Aggregate customers will continue to receive one bill from Duke Energy-Ohio.

CS 1-7-21, 1-14-21

**The State of Ohio  
Clermont County, ss:**

Personally appeared before me, the undersigned authority, within and for said County, DIANNA FISCHER.

**The Clermont Sun**

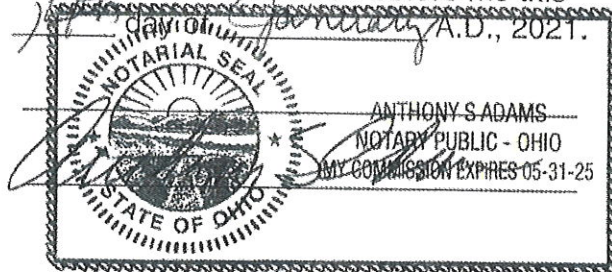
a weekly newspaper published and of general circulation in said County, and made oath that the annexed advertisement was published in said newspaper once a week for 2 consecutive numbers, commencing on the 7th day of Jan, A.D., 2021 and that each insertion was upon the same day of each week, viz: Thursday.

Remember, this ad also appears in our electronic edition and on [publicnoticesohio.com](http://publicnoticesohio.com), a statewide website that compiles all public notices throughout Ohio.

Dianna Fischer

Charges, \$ 236.26

Sworn to and described before me this 1st day of January, A.D., 2021.







***A RESOLUTION BY THE VILLAGE OF WILLIAMSBURG***

**RESOLUTION NO. 885-21**

**A RESOLUTION TO ADOPT A PLAN OF OPERATION AND GOVERNANCE FOR  
NATURAL GAS GOVERNMENTAL AGGREGATION**

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

**WHEREAS**, the Council has developed a Natural Gas Aggregation Program Plan of Operation and Governance ("Plan of Operation") in accordance with the governmental aggregation provisions of Sections 4901 and 4929.26 of the Ohio Revised Code and the Rules for Formation and Operation of Natural Gas Governmental Aggregations; and

**WHEREAS**, the Council now intends to file for certification as a Governmental Aggregator, which requires that the Council first adopt its Plan of Operation and Governance; and


**WHEREAS**, the Council has determined this Resolution is in the best interest of the Village's residents and promotes the general welfare of said citizenry;

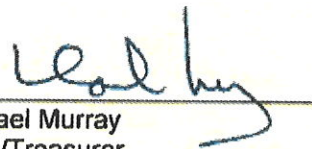
**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL, VILLAGE OF WILLIAMSBURG, CLERMONT COUNTY, STATE OF OHIO:**

**SECTION 1.** This Council adopts and approves a Plan of Operation and Governance as regards Natural Gas Governmental Aggregation as attached hereto (see Exhibit A).

**SECTION 2.** This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.


**SECTION 3.** This Resolution is hereby declared to be an emergency measure necessary for immediate preservation of the health, safety, and welfare of the citizens of the Village of Williamsburg and shall take effect immediately. The reason for the emergency is to meet the requirements for certification as a governmental aggregator in order to commence a natural gas aggregation program as soon as possible.

  
Mary Ann Leiker  
Mayor

  
Michael Murray  
Clerk/Treasurer

February 23, 2021  
Date Passed

**APPROVED AS TO FORM:**

  
Mike Minniear, Solicitor

## EXHIBIT A

### VILLAGE OF WILLIAMSBURG, CLERMONT COUNTY, OHIO PLAN OF OPERATION AND GOVERNANCE NATURAL GAS GOVERNMENTAL AGGREGATION

**For More Information Contact:**

Susan Ellerhorst, Village Administrator  
Village of Williamsburg  
107 West Main Street  
Williamsburg, OH 45176  
Phone: 513-724-6107

#### VILLAGE OF WILLIAMSBURG, CLERMONT COUNTY, OHIO PLAN OF OPERATION AND GOVERNANCE Natural Gas Governmental Aggregation

**Introduction.** On November 3, 2020, a majority of the voters in the Village of Williamsburg, Clermont County, OH approved a referendum that authorized the Village of Williamsburg (the "Community") to pursue Automatic Governmental Aggregation. After the Community held two public hearings on the matter, as prescribed by Section 4929.26 (C) of the Ohio Revised Code, the Community approved a Plan of Operation and Governance prepared in accordance with Section 4901:1-28-03. Once certified as a Governmental Aggregator, the Community will be authorized to combine multiple retail natural gas customer loads within its geographic boundaries (the "Aggregation") for the purpose of facilitating the purchase of natural gas supply in Ohio's competitive retail natural gas market.

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

**The Contract.** The supply contract negotiated by the Governmental Aggregator for the Aggregation (the "Contract") shall be for firm, all-requirements supply. Each Aggregation participant will be individually bound to the Supplier by the Contract and will be solely responsible for payment and performance. The natural gas supply charges for the Aggregation will be included in the Contract that will be negotiated by the Governmental Aggregator. The natural gas supply charges will take the form of either a fixed price or a variable price. All natural gas supply charges will be fully and prominently disclosed in consumer enrollment materials (such as the Opt-out Notice), available on the Supplier's website, and available by calling the Supplier's toll free customer service telephone number. Participants may terminate the Contract with the Supplier without penalty at any time for any reason by providing notice to the Supplier.

**Eligibility, Opt-out Disclosures, and Pooling Accounts.** Section 4901:1-28-05 of the Ohio Administrative Code requires the local natural gas distribution utility (the "Utility") to use its best efforts to provide the Governmental Aggregator with an account list of eligible customers, including the names, account numbers, and service and mailing addresses for all eligible customers residing within the Governmental Aggregator's boundaries. The following customers are not eligible: customers on the Percentage of Income



Payment Plan (PIPP), customers that have past due amounts owing to the Utility, customers that are already under contract with a competitive retail natural gas supplier, and mercantile customers. Using this list of eligible accounts, the Supplier, with the assistance of the Governmental Aggregator, will review the list to verify that the eligible accounts are located within the geographic boundaries of the Community and that an area within the Community boundaries has not been inadvertently filtered from the list.

The Supplier, with assistance from the Governmental Aggregator, will prepare and mail an "Opt-out Notice" to each account identified as (i) eligible by the Utility and (ii) within the geographic limits of the Community by the Governmental Aggregator and the Supplier, within thirty (30) days of receipt of the list from the Utility. The Opt-out Notice will inform the eligible account holder that the Governmental Aggregator has formed an automatic (or "Opt-out") aggregation, provide the price for natural gas supply to the Aggregation and other terms and conditions of service, and explain how the account holder can decline participation in the Aggregation. As required by 4901:1-28-04 of the Ohio Administrative Code, the Opt-out Notice will indicate that the account holder has twenty-one (21) days to affirmatively respond by telephoning a toll-free number, using a website, or returning a postcard to the Supplier that is included in the Opt-out Notice.

The Supplier will receive all Opt-out requests and adjust the eligible account list accordingly. In addition, if any Opt-out Notices are returned by mail to Supplier marked as undeliverable, those accounts will be removed from the eligible account list as well. Upon completion of the twenty-one (21) day Opt-out period, the Supplier will notify the Utility of the remaining accounts that will form the Aggregation, and through an electronic data interchange transaction, enroll the Aggregation. Upon enrollment, each participant will receive an enrollment notice from the Utility that will indicate that the enrollee may rescind its participation in the Aggregation by contacting the Utility within seven (7) business days.

In addition to the initial twenty-one (21) day Opt-out period, each participant will be provided an opportunity to opt-out at least every two years without paying an early termination fee. Participants may terminate the Contract with the Supplier without penalty at any time for any reason by providing notice to the Supplier.

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

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

**Concerns and Complaints.** Aggregation participants will have multiple means of expressing concerns and reporting complaints. As a general rule, concerns regarding service reliability and billing should be directed to the Utility. The Utility will continue to read meters, handle billing, and generally have the most information about the physical service to a location or account. Questions regarding the administration of the Aggregation should be directed to the Supplier. The Supplier's customer service center will, at a minimum, be available by telephone Monday through Friday between the hours of 8:00 am to 7:00 pm ET. Any unresolved disputes should be directed to the Public Utilities Commission of Ohio and/or the Ohio Consumers Council. As a convenience, below is a list of helpful toll-free telephone numbers.

<u>Nature of Complaint</u>	<u>Contact</u>	<u>Phone Number</u>
Gas Odor/Leaks-Fire-Explosions	Duke Energy Ohio	1-800-634-4300
Service turn on/off	Duke Energy Ohio	1-800-544-6900
Billing Disputes	Duke Energy Ohio	1-800-544-6900
Price/Joining/Leaving Program	Supplier Customer Service	TBD
Program Regulatory Questions	Supplier Customer Service	TBD
Unresolved Disputes	Public Utilities Commission	1-800-686-7826
Unresolved Disputes	Ohio Consumers Council	1-877-742-5622

The Supplier will attempt to resolve all customer complaints in a timely and good faith manner. The Supplier shall investigate and provide a status report to the customer when the complaint is made directly to them and/or the Community within three (3) business days following receipt of the complaint. Or in the case of a Public Utilities Commission of Ohio ("PUCO") complaint the Supplier will investigate and provide a status report to the customer and PUCO staff within three (3) business days following receipt of the complaint. If an investigation into a complaint received from the customer or a complaint referred by the PUCO is not completed within ten (10) business days, then a status report will be given to the customer, and, if applicable, the PUCO. These status

reports will be given every three (3) business days until the investigation is complete, unless the action that must be taken takes longer than three (3) business days and the customer has been notified. Final results of a Commission-referred complaint will be provided to the PUCO either orally (phone) or in writing (e-mail, written correspondence), no later than three (3) business days after the investigation is completed. The final results will be provided in writing to the customer no later than three (3) business days after the investigation is completed. Customers retain the right to contact the PUCO regarding complaints and disputes. All customers have the right to contact the PUCO by writing to Public Utilities Commission of Ohio, ATTN: IAD, 180 E. Broad St., Columbus, OH 43215-3793; by fax to (614) 752-8351; through their website at <http://www.puco.ohio.gov/> or by calling toll-free (800) 686-7826 (VOICE) or 7-1-1 (TTY-TDD). Records of customer complaints will be retained for two (2) years after the occurrence of the complaint. A copy of the complaint record will be provided to the PUCO within three (3) business days, if requested.

**Moving Within the Community.** Aggregation participants who move from one location to another within the Community boundaries and retain the same account number, will remain an Aggregation participant and will receive the same price they would have received if their location had not moved.

Aggregation participants who move from one location to another within the Community boundaries and are assigned a new account number may enroll their new account in the Aggregation and receive the same price as they would have received if their location had not moved, provided the new account is eligible for Aggregation. Participants who move and receive a new account number may be dropped from the Aggregation by the Utility, but they will not be charged an early termination fee from the Supplier. If a participant is dropped from the Aggregation due to a move within the Community, the participant must contact the Supplier to be re-enrolled.

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**Enrolling after the Opt-out Period.** Residential and small business accounts located within the Community's boundaries that are eligible to join the Aggregation but initially chose to opt-out of the Aggregation, or otherwise were not included in the Aggregation, may join the Aggregation after the expiration of the applicable Opt-Out Period by contacting the Supplier. The rate for those joining the Aggregation after the expiration of the Opt-out Period may be different from the rate negotiated for the Aggregation by the Government Aggregator.

In the event that the Supplier is able to offer to newly eligible customers the same price that is provided to the current Aggregation participants, the Supplier may refresh the Aggregation by providing those who move into the Community the opportunity to be included automatically, rather than waiting until the next pricing term of the Contract. The process for refreshing the Aggregation with new enrollments would follow the process noted above for determining eligibility, providing Opt-out Notices, and pooling the accounts. (Current Aggregation participants and those who previously declined participation would not receive the Opt-out Notice intended only for newly eligible customers.)



# **VILLAGE OF WILLIAMSBURG, CLERMONT COUNTY, OHIO**

## **PLAN OF OPERATION AND GOVERNANCE**

### **NATURAL GAS GOVERNMENTAL AGGREGATION**

#### **For More Information Contact:**

Susan Ellerhorst, Village Administrator  
Village of Williamsburg  
107 West Main Street  
Williamsburg, OH 45176  
Phone: 513-724-6107

## VILLAGE OF WILLIAMSBURG, CLERMONT COUNTY, OHIO

### PLAN OF OPERATION AND GOVERNANCE

#### Natural Gas Governmental Aggregation

**Introduction.** On November 3, 2020, a majority of the voters in the Village of Williamsburg, Clermont County, OH approved a referendum that authorized the Village of Williamsburg (the “Community”) to pursue Automatic Governmental Aggregation. After the Community held two public hearings on the matter, as prescribed by Section 4929.26 (C) of the Ohio Revised Code, the Community approved a Plan of Operation and Governance prepared in accordance with Section 4901:1-28-03. Once certified as a Governmental Aggregator, the Community will be authorized to combine multiple retail natural gas customer loads within its geographic boundaries (the “Aggregation”) for the purpose of facilitating the purchase of natural gas supply in Ohio’s competitive retail natural gas market.

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

**The Contract.** The supply contract negotiated by the Governmental Aggregator for the Aggregation (the “Contract”) shall be for firm, all-requirements supply. Each Aggregation participant will be individually bound to the Supplier by the Contract and will be solely responsible for payment and performance. The natural gas supply charges for the Aggregation will be included in the Contract that will be negotiated by the Governmental Aggregator. The natural gas supply charges will take the form of either a fixed price or a variable price. All natural gas supply charges will be fully and prominently disclosed in consumer enrollment materials (such as the Opt-out Notice), available on the Supplier’s website, and available by calling the Supplier’s toll free customer service telephone number. Participants may terminate the Contract with the Supplier without penalty at any time for any reason by providing notice to the Supplier.

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

The Supplier, with assistance from the Governmental Aggregator, will prepare and mail an “Opt-out Notice” to each account identified as (i) eligible by the Utility and (ii) within the geographic limits of the



Community by the Governmental Aggregator and the Supplier, within thirty (30) days of receipt of the list from the Utility. The Opt-out Notice will inform the eligible account holder that the Governmental Aggregator has formed an automatic (or "Opt-out") aggregation, provide the price for natural gas supply to the Aggregation and other terms and conditions of service, and explain how the account holder can decline participation in the Aggregation. As required by 4901:1-28-04 of the Ohio Administrative Code, the Opt-out Notice will indicate that the account holder has twenty-one (21) days to affirmatively respond by telephoning a toll-free number, using a website or returning a postcard to the Supplier that is included in the Opt-out Notice.

The Supplier will receive all Opt-out requests and adjust the eligible account list accordingly. In addition, if any Opt-out Notices are returned by mail to Supplier marked as undeliverable, those accounts will be removed from the eligible account list as well. Upon completion of the twenty-one (21) day Opt-out period, the Supplier will notify the Utility of the remaining accounts that will form the Aggregation, and through an electronic data interchange transaction, enroll the Aggregation. Upon enrollment, each participant will receive an enrollment notice from the Utility that will indicate that the enrollee may rescind its participation in the Aggregation by contacting the Utility within seven (7) business days.

In addition to the initial twenty-one (21) day Opt-out period, each participant will be provided an opportunity to opt-out at least every two years without paying an early termination fee. Participants may terminate the Contract with the Supplier without penalty at any time for any reason by providing notice to the Supplier.

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

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

**Concerns and Complaints.** Aggregation participants will have multiple means of expressing concerns and reporting complaints. As a general rule, concerns regarding service reliability and billing should be directed to the Utility. The Utility will continue to read meters, handle billing, and generally have the most information about the physical service to a location or account. Questions regarding the administration of the Aggregation should be directed to the Supplier. The Supplier's customer service center will, at a minimum, be available by telephone Monday through Friday between the hours of 8:00 am to 7:00 pm ET. Any unresolved disputes should be directed to the Public Utilities Commission of Ohio and/or the Ohio Consumers Council. As a convenience, below is a list of helpful toll-free telephone numbers.

<u>Nature of Complaint</u>	<u>Contact</u>	<u>Phone Number</u>
Gas Odor/Leaks-Fire-Explosions	Duke Energy Ohio	1-800-634-4300
Service turn on/off	Duke Energy Ohio	1-800-544-6900
Billing Disputes	Duke Energy Ohio	1-800-544-6900
Price/Joining/Leaving Program	Supplier Customer Service	TBD
Program Regulatory Questions	Supplier Customer Service	TBD

Unresolved Disputes  
Unresolved Disputes

Public Utilities Commission  
Ohio Consumers Council

1-800-686-7826  
1-877-742-5622

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**VILLAGE OF WILLIAMSBURG, CLERMONT COUNTY, OHIO**

**Natural Gas Aggregation Program**

**EXHIBIT B-3 "OPT-OUT DISCLOSURE NOTICE" – 4 Pages**

\_\_\_\_\_ Logo

CRNGS Logo

**ENROLLMENT NOTICE**

**\_\_\_\_\_ NATURAL GAS AGGREGATION PROGRAM**

Date \_\_\_\_\_

Customer Name \_\_\_\_\_

Customer Account No. \_\_\_\_\_

Mailing Address 1 \_\_\_\_\_

Mailing Address 2 \_\_\_\_\_

City State Zip Code \_\_\_\_\_

Dear Resident or Small Business:

In November 20\_\_\_\_, \_\_\_\_\_ voters authorized the creation of a natural gas aggregation program. The (*Board of Trustees of \_\_\_\_\_; Council of \_\_\_\_\_*) is pleased to announce that \_\_\_\_\_ has been selected as the supplier for this program. As an eligible resident or small business, you will be automatically enrolled in the program unless you opt-out by \_\_\_\_\_, 20\_\_\_\_.

As an eligible participant in the \_\_\_\_\_'s Program you have the following options:

1. You can choose to participate in the \_\_\_\_\_'s Program and receive a fixed rate of \$X.XX /(MCF or CCF) for your natural gas supplies. **IF YOU CHOOSE THIS OPTION YOU DO NOT NEED TO DO ANYTHING FURTHER!** Please see the enclosed Terms and Conditions for full details regarding this rate and other terms of the program.
2. You can opt-out of the program by returning the enclosed postcard, calling (XXX) XXX-XXXX by \_\_\_\_\_, 20\_\_\_\_, or opt-out on-line at [www.<CRNGSSupplierwebsite.com>](http://www.<CRNGSSupplierwebsite.com>) by \_\_\_\_\_, 20\_\_\_\_.

Customer service representatives are available 24 hours a day, 7 days a week to answer any questions you may have. Service under the Program is estimated to begin with your \_\_\_\_\_ 20\_\_\_\_ meter reading. This is only an estimate. Your actual service date will depend upon your meter read cycle and when Duke Energy-Ohio ("Your Utility") accepts your enrollment.

**No Cancellation Fee.** There is no charge to Cancel your contract at any time.

**Billing/Service Under the \_\_\_\_\_'s Program**

Pursuant to Ohio Revised Code Section 4929.26, nothing regarding your natural gas service will change other than the supplier and the price. Your Utility will continue to deliver your natural gas and maintain the pipeline system that delivers your gas supply to your home. You will continue to receive only one (1) monthly bill from your Utility.

**How You Can Opt-Out of the \_\_\_\_\_'s Program**

If you **DO NOT** want to participate in the \_\_\_\_\_'s Program, you must opt-out by \_\_\_\_\_, 20\_\_\_\_. You can choose any of the following methods to opt-out of the Program.

- Return the enclosed postcard by the above date.
- Call <CRNGS Supplier> toll-free at (XXX) XXX-XXXX by the above date.
- Opt-out online at [www.<CRNGSSupplierwebsite>](http://www.<CRNGSSupplierwebsite>) by the above date.

If you do not opt-out of the Program by the above date, you will receive confirmation from your Utility of your enrollment in the Program. This notice will inform you of your ability to rescind your enrollment without penalty. Additionally, you will receive written notice of your ability to opt-out of the \_\_\_\_\_ Program at least every (2) years.

Again, if you have any questions about the \_\_\_\_\_ Natural Gas Aggregation Program, please feel free to contact (XXX) XXX-XXXX. Customer service representations are available 24 hours a day, 7 days a week to answer your questions.

Sincerely,

\_\_\_\_\_  
**NATURAL GAS AGGREGATION PROGRAM  
TERMS AND CONDITIONS**

Pursuant to the aggregation authority conferred upon the (Board of Trustees of \_\_\_\_\_ or \_\_\_\_\_ Council) (the "Board") by Ballot issue which passed by a majority of the vote on November \_\_, 20\_\_, the Board selected <CRNGS Supplier> to supply the aggregation and to administer enrollments as described below.

**IF YOU DO NOT WISH TO PARTICIPATE IN THE \_\_\_\_\_ NATURAL GAS AGGREGATION PROGRAM, YOU MUST OPT-OUT BY RETURNING THE ENCLOSED POSTCARD, POSTMARKED NO LATER THAN \_\_\_\_\_, 20\_\_, OR BY CALLING THE TOLL FREE NUMBER (XXX) XXX-XXXX BY \_\_\_\_\_, 20\_\_, OR BY OPTING-OUT ON-LINE AT [WWW.<CRNGSSUPPLIERWEBSITE.COM>](http://WWW.<CRNGSSUPPLIERWEBSITE.COM>) BY \_\_\_\_\_, 20\_\_.**

**Eligibility:** To be eligible for automatic aggregation, you, the account holder (also referred to as "Buyer") for the account(s) referenced on the letter accompanying this Out-Out Notice (i) the service address must be located within the jurisdictional boundaries of \_\_\_\_\_ and your Utility ("the Utility"), (ii) may not be under contract with another competitive supplier, (iii) may not be a mercantile customer or a PIPP (Percentage of Income Payment Plan) customer, and (iv) must be in good credit standing with the Utility.

**Purchase of Natural Gas:** Seller agrees to sell, and Buyer agrees to buy all retail natural gas at the price and at the terms and conditions specified in this Agreement. Buyer's natural gas utility remains responsible for the delivery of natural gas to the Customer. In addition to delivering natural gas, the Utility will continue to read Buyer's meter, bill Buyer and respond to any outages. If Buyer switches back to the Utility for any reason, Buyer may or may not be served under the same rates, terms, and conditions that apply to other customers served by the natural gas utility. The natural gas utility may charge switching fees to the Buyer. <CRNGS Supplier> will not charge you separately for any switching fees.

**Enrollment:** Customer's service with <CRNGS Supplier> ("Seller") will commence upon the successful completion of the Program's 21-day opt out period and the successful enrollment with your Utility ("Utility"), which is expected to commence within one or two billing cycles following completion of the opt-out period.

**Delivery Period:** Service shall begin as soon as the Utility accepts your enrollment and shall continue through the \_\_\_\_\_ 20\_\_ meter read date ("Initial Delivery Period"). Prior to the end of the Initial Delivery Period, Seller shall provide Buyer notice of any changes to the terms and conditions of this Agreement that apply to service during the next Delivery Period. If renewal is indicated in the expiration notice, service will renew at the terms stated in the renewal notice unless Buyer affirmatively terminates the Agreement upon the expiration as provided in the notice. Buyer shall have the opportunity to opt-out of the Aggregation Program at least every two (2) years without penalty. There is no charge to cancel your contract at any time.



**Rate:** The Program rate will be a fixed price of \$.XX/CCF.

**Taxes:** Buyer is responsible for all state and local sales, use, revenue, gross receipts, commercial activity, excise and/or ad valorem tax (collectively, "Taxes") and shall reimburse Seller if Seller is required to remit such Taxes in connection with this Agreement. Tax exempt customer wishing to participate in the Program must send their most recent tax exempt certificate on or before \_\_\_\_\_, 20\_\_\_\_, to: <CRNGS SUPPLIER> at <Supplier Address>. Be sure to note \_\_\_\_\_ Natural Gas Aggregation Program and your utility account number on the certificate. Sales tax will not be charged starting with the date the certificate is received.

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

**Rescission and Cancellation of Contract:** The Utility will send Buyer a letter confirming Buyer's enrollment with <CRNGS Supplier>. Buyer has seven (7) business days from the postmark date of that letter ("rescission period") to change his/her mind and to rescind Buyer's enrollment by notifying the Utility at (XXX) XXX-XXXX.

**Termination:** This agreement will automatically terminate or Buyer may terminate the Agreement without penalty if (a) the requested service location is not served by the Utility, or (b) Buyer, or the applicable account being served moves outside the Utility service area or to an area not served by Seller. This Agreement will terminate upon written notice, but without penalty to Buyer if (i) competitive retail natural gas service is no longer available due to a change in regulation, tariff, or law, or (ii) Seller defaults, which includes an unexcused failure to deliver natural gas under the terms of this Agreement. An "Early Termination" shall occur if this Agreement is terminated (i) by Buyer to select a different price or rate plan after the Rescission Period but prior to the end of the Delivery Period, or for any other reason other than those listed in (a)-(b) above or (ii) by Seller due to Buyer's default, which includes a failure to pay or an unexcused failure to receive natural gas under the terms of this Agreement. In the event of an Early Termination, Seller will not charge a termination fee. If Buyer returns to the Utility after the Rescission Period Buyer may not be served with the same rates, terms and conditions that apply to the Utility's Standard Service Offer.

**Questions, Complaints and Concerns:** Buyer may contact Seller (i) by calling 24 hours per day, 7 days per week at (XXX) XXX-XXXX, by visiting [www.<CRNGSSupplierwebsite.com>](http://www.<CRNGSSupplierwebsite.com>); or (ii) by writing us at <CRNGS Supplier Address>. Seller will attempt to resolve all customer complaints in a timely manner and will respond to all complaints within three (3) business days of receipt. If Buyer's complaint is not resolved after Buyer has called Seller, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at (800) 686-7826 (toll-free) from 8:00 a.m. to 5:00 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). The Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at (877) 742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at <http://www.occ.ohio.gov>.



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

**Commission of Ohio Docketing Information System on**

**3/2/2021 11:54:12 AM**

**in**

**Case No(s). 21-0084-GA-GAG**

Summary: In the Matter of the Application of Village Of Williamsburg