

**DIS Case Number: 15-0867-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 Golf Manor	Country: United States
Phone: 513-531-      Extension (if applicable): 7491	Street: 6450 Wiehe Road
Website (if any): <a href="http://www.golfmanoroh.gov">www.golfmanoroh.gov</a>	City: Golf Manor      Province/State: OH
	Postal Code: 45237

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

Rich Surace  
8469 Blue Ash Rd., Suite 1  
Cincinnati, OH 45236  
US  
[rsurace@energyalliances.com](mailto:rsurace@energyalliances.com)  
5197451424

### **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](mailto:rsurace@energyalliances.com)  
5197451424

### **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: <a href="mailto:rsurace@energyalliances.com">rsurace@energyalliances.com</a>		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 GOLF MANOR, HAMILTON COUNTY, OHIO**

**Natural Gas Aggregation Program**

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

Authorizing Ordinance – 3 Pages



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**ORDINANCE NO. 2014 - 8**

**AN ORDINANCE AUTHORIZING ALL ACTIONS NECESSARY TO EFFECT A  
GOVERNMENTAL NATURAL GAS VILLAGE AGGREGATION PROGRAM  
WITH OPT-OUT PROVISIONS PURSUANT TO SECTION 4929.26, OHIO  
REVISED CODE, DIRECTING THE HAMILTON COUNTY BOARD OF  
ELECTION TO SUBMIT A BALLOT QUESTION TO THE ELECTORS AND  
DECLARING AN EMERGENCY**

**WHEREAS**, the Ohio Legislature has enacted natural 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 natural gas service for the retail natural gas loads located in the respective jurisdictions and to enter into service agreements to facilitate the sale and purchase of the service for the natural 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 natural gas deregulation through lower natural gas rates which they would not otherwise be able to have individually;

**WHEREAS**, the 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 electric consumers in the Village of Golf Manor and in conjunction jointly with any other municipal corporation, township, county or other political subdivision of the State of Ohio, as permitted by law.

**NOW THEREFORE, BE IT ORDAINED** by the Council of the Village of Golf Manor, State of Ohio:

**SECTION I.**

This Council finds and determines that it is in the best interest of the Village of Golf Manor, its residents, businesses and other natural gas consumers located within the corporate limits of Golf Manor, Ohio to establish the Aggregation Program in the Village of Golf Manor. Provided that this Ordinance and the Aggregation Program is approved by the electors of the Village of Golf Manor pursuant to Section 2 of this Ordinance, the Village of Golf Manor is hereby authorized to aggregate in accordance with Section 4929.26, Ohio Revised Code, the retail natural gas loads located within Golf Manor, Ohio, and, for that purpose, to enter into service agreements to facilitate for those loads the sale and purchase of natural gas. The Village of Golf Manor 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 a natural 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 Hamilton County, Ohio is hereby directed to submit the following question to the electors of the Village of Golf Manor at the general election on November 4, 2014.

**“Shall the Village of Golf Manor have the authority to aggregate the retail natural gas loads located in the Village of Golf Manor, 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?”**

The Village 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 Hamilton County Board of Elections not less than ninety (90) days prior to November 4, 2014. 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 of Golf Manor. 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 natural gas load of any natural gas load center within the Village of Golf Manor 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. The 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 switching 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 electric service company providing distribution service for the person's retail natural gas load until the person chooses an alternative supplier.

**SECTION IV.**

The 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 the preservation of the public peace, health, welfare, and safety of the Village of Golf Manor. The reason for the emergency is to make a timely filing with the Hamilton County Board of Elections for placement on the ballot at the November 4, 2014 general election.

PASSED this 14<sup>th</sup> day of July, 2014.

  
\_\_\_\_\_  
Mayor Alan D. Zaffiro

ATTEST:

  
\_\_\_\_\_  
Gregory Doering, Clerk-Treasurer

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Robert T. Butler, Solicitor

**VILLAGE OF GOLF MANOR, HAMILTON COUNTY, OHIO**  
**Natural Gas Aggregation Program**

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

Plan of Operation and Governance –4 Pages

**VILLAGE OF GOLF MANOR, OHIO**

**NATURAL GAS AGGREGATION PROGRAM**

**PLAN OF OPERATION AND GOVERNANCE**

**FOR MORE INFORMATION CONTACT:**  
**Village of Golf Manor**  
**6450 Wiehe Road**  
**Golf Manor, OH 45237**  
**513-531-7418**

**VILLAGE OF GOLF MANOR  
PLAN OF OPERATION AND GOVERNANCE  
Natural Gas Governmental Aggregation**

**Introduction.** On November 4, 2014 a majority of the voters in the Village of Golf Manor, OH approved a referendum that authorized the Village of Golf Manor ("the Village") to pursue Automatic Governmental Aggregation. After the Village held two public hearings on the matter, as prescribed by Section 4929.26 of the Ohio Revised Code, the Village approved this Plan of Operation and Governance, prepared in accordance with Section 4901:1-28-03 of the Ohio Administrative Code. Once certified as a Governmental Aggregator, the Village will be authorized to combine multiple retail natural gas customer loads within its geographic boundaries (the "Aggregation") for the purpose of arranging for the purchase of natural gas supply in Ohio's competitive retail natural gas market.

**Governmental Aggregation Services.** The Village, 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 are 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.

**Eligibility, Opt-out Disclosures, and Pooling Accounts.** Section 4901:1-28-05 of the Ohio Administrative Code requires Duke Energy-Ohio (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 limits of the Village and that an area within the Village limits 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 Village 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 is forming 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 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 are removed from the eligible account list as well. Upon completion of the 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 business days.

In addition to the initial 21-day Opt-out period, each participant will be provided an opportunity to opt-out every two years without paying an early termination fee.

**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 is available by telephone 24 hours per day, 7 days per week. 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	1-800-634-4300
Service turn on/off	Duke Energy	1-800-544-6900
Billing Disputes	Duke Energy	1-800-544-6900
Price/Joining/Leaving Program	Supplier Customer Service	1-844-290-8486
Program Regulatory Questions	Supplier Customer Service	1-844-290-8486
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 Village 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 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, or the PUCO staff, as applicable. 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 of a complaint may be requested in writing by the customer or the PUCO staff. 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. Customers are informed in a contract disclosure of the following procedures of handling complaints and disputes: "Buyer may contact Seller (i) by calling 24 hours per day, 7 days per week at [Seller's toll free number here], by visiting [www.\[Seller's web address here\]](http://www.[Seller's web address here]); or (ii) by writing us at [Seller's mailing address here]. Seller will attempt to resolve all customer complaints in a timely manner and will respond to all complaints within 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 1-800-686-7826 (toll-free) from eight a.m. to five p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio consumers' counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.pickocc.org>."

**Moving within the Village.** Aggregation participants who move from one location to another within the corporate limits of the Village 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 corporate limits of the Village 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 Village, the participant should contact the Supplier to be re-enrolled.

**Moving outside of the Village.** Aggregation participants who move out of the Village limits will no longer be eligible to participate in the Aggregation, but they will not be charged an early termination fee from the Supplier.

**Enrolling after the Opt-out Period.** Residential and small business accounts located within the Village's corporate limits that are eligible to join the Aggregation but initially chose to opt-out of the Aggregation, or otherwise weren't 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 in to the Village 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 GOLF MANOR, HAMILTON COUNTY, OHIO**

**Natural Gas Aggregation Program**

**EXHIBIT B-3 "OPT-OUT DISCLOSURE NOTICE" – 5 Pages**



## Welcome to the Village of Golf Manor Natural Gas Aggregation Program.

### DO NOT DISCARD:

Important Natural Gas Aggregation  
Information Enclosed.

**This notification is in regards  
to your gas service at:**

Sample Address  
Sample City, OH ZIP



Sample Customer  
SAMPLE ADDRESS  
SAMPLE CITY, OH ZIP

August 25, 2020

Dear Sample Customer,

In November 2014, Village of Golf Manor voters authorized the creation of a natural gas aggregation program and your community has selected Constellation NewEnergy-Gas Division, LLC ("Constellation") as the preferred supplier. This program will offer a fixed rate of \$0.396/Ccf beginning with your October 2020 meter read cycle through your May 2022 meter read cycle.

### You're Automatically Enrolled

As an eligible Village of Golf Manor residential or small business customer, you are automatically enrolled unless you decide to opt-out. To learn more about the program, please see the enclosed General Terms and Conditions and the Frequently Asked Questions.

### How To Opt-Out

You don't need to do anything to get this new rate. If you choose not to be automatically enrolled, please respond with one of the options below by September 15, 2020:

1. **Mail:** Return the form below in the pre-addressed stamped envelope
2. **Phone:** Call Constellation at 844-290-8486
3. **Web:** Visit [www.constellation.com/oh-golfmanor](http://www.constellation.com/oh-golfmanor)

### To learn more:



**Visit us online at**  
[constellation.com/  
oh-golfmanor](http://constellation.com/oh-golfmanor)



**Call 844-290-8486**  
24 hours a day, 365 days a year

We look forward to providing this program.

Sincerely,

Kevin Klages  
SVP Mass Markets  
Constellation

Village of Golf Manor

The rate offered does not include taxes, Duke distribution or other Duke fees, charges or credits. If you are already enrolled with another natural gas supplier, a cancellation fee may apply to end your agreement with that supplier. The General Terms and Conditions govern your participation in the Program. Please do not contact the community. If you have additional questions about this offer, contact Constellation. Ohio Supplier License #09-153G(6).



Sample Customer  
SAMPLE ADDRESS  
SAMPLE CITY, OH ZIP



**Constellation**  
An Exelon Company

I do not want to participate in the Village of Golf Manor Natural Gas Aggregation Program.

Phone Number

☐ Cell ☐ Work ☐ Home

Opt-Out Code

#### Service Address:

Sample Address  
Sample City, OH ZIP

Duke Gas Account Number

Signature

Date



## GENERAL TERMS AND CONDITIONS

Generally the words "you" and "your" refer to the Customer and the words "we" and "us" refer to Constellation, unless the context clearly requires otherwise.

**1. Purchase and Sale of Natural Gas.** If you do not "opt-out" by September 15, 2020 pursuant to these General Terms and Conditions (the "Agreement"), you will purchase from us on an exclusive basis, and we will take all reasonable action to supply or cause to be supplied, all of your natural gas requirements at the price and for your accounts ("Account(s)"). Pursuant to the Agreement, you authorize us to (i) enroll your Account(s) with your Utility so that we can supply the Account(s), (ii) aggregate your Account(s) with those of other customers of Constellation or its affiliates, (iii) request and receive usage and other information from your Utility with respect to the Account(s) and (iv) enter into agreements with your Utility as necessary under the Utility's tariff to facilitate supply of the Account(s). You agree to cooperate with Constellation to ensure enrollment of your Account(s) in a timely manner. You give us the authority to choose the source of your natural gas supply. Your Utility will continue to deliver your natural gas and provide billing and other services to you. You acknowledge that such transportation service is subject to regulations set forth in your Utility's tariff. **Supply of natural gas under this Agreement is conditioned upon (1) our verification of the accuracy of all information that you provide to us, including information regarding your natural gas usage and the Account(s) and (2) acceptance of enrollment of your Account(s) by the Utility.**

**2. Term.** This term of the Agreement is effective when enrollment occurs with the Utility with Constellation as your natural gas supplier, subject to your rescission right set forth under "Customer's Rescission Right" below. Subject to successful enrollment of your Account(s), we will supply the Account(s) with natural gas from the first regularly scheduled Utility meter read date after your Utility switches you to Constellation ("Start Date"), which we estimate will be in the month of October 2020 (November 2020 billing cycle). We will supply your Account(s) through the month of May 2022 (June 2022 billing cycle). If the Village of Golf Manor Natural Gas Aggregation Program continues beyond May 2022 with Constellation as the supplier, Constellation will send you a notice of renewal including, but not limited to, notice of the new Village of Golf Manor Natural Gas Aggregation Program, notice of your right to opt-out of the Village of Golf Manor Natural Gas Aggregation Program, and any other changes. The opt-out mailing shall include a provision for return of a post card or similar notice to Constellation, to be returned no later than twenty-one (21) days from the post-marked date, and receipt of the opt-out mailing post-marked before the opt-out deadline has elapsed shall count as timely sent. You are entitled to opt-out of Village of Golf Manor Natural Gas Aggregation Program at least every two years from the Start Date of the Village of Golf Manor Natural Gas Aggregation Program, without a penalty. If for any reason you do not wish to continue, you may cancel this Agreement as provided in Section 4 below. If you do not cancel, this Agreement will renew, and any changes to the General Terms and Conditions will become effective for the term provided in the renewal notice.

**3. Village of Golf Manor Natural Gas Aggregation Program.** Through May 2022 (June 2022 billing cycle) your price will be a fixed rate of \$0.396/Ccf.

**Note:** The fixed or variable price includes (i) all related interstate pipeline charges required to deliver gas to the Delivery Point, plus (ii) administrative costs and fees. In addition to the fixed or variable price, you will also pay the Utility's service charges.

**4. Termination.** You may terminate this Agreement without penalty at any time for any reason by providing notice to Constellation. Please note that once enrolled, it may take one to two billing cycles beyond the current billing cycle for the cancellation to be effective, as the effective date of all cancellations are subject to your Utility's guidelines. Should you fail to pay any Utility invoice or fail to meet any agreed-upon payment arrangement, your service and this Agreement may be automatically terminated in accordance with the Utility's tariffs. In addition, this Agreement will terminate if (i) the requested service location is not served by the Utility, (ii) you move outside the Utility's service area or to an area not served by Constellation, (iii) we return you to the Utility's sales service pursuant to any termination of this agreement by us, or (iv) you cancel your enrollment with us pursuant to your rescission right provided below. You may terminate this Agreement without penalty if you relocate outside the service territory of the Utility.

**5. Customer's Rescission Right.** Upon processing your enrollment, the Utility will send you a confirmation letter, which is notice of the transfer of your supply to Constellation. You have a seven (7) business day period from the postmark date of the Utility's confirmation letter during which time you may cancel your enrollment, without penalty, by calling the Utility's toll-free number provided in the confirmation letter or by providing written notice to the Utility, which will be effective as of the postmark date.

**6. Your Invoice.** You will be invoiced by the Utility monthly for all charges applicable to your natural gas usage, including the rates set forth herein, applicable Taxes (which are passed through to you) and all applicable Utility customer charges and franchise fees. You authorize us to act as your payment agent if deemed necessary by us to facilitate consolidated billing. You have the right to request up to twenty-four (24) months of your payment history for services rendered by Constellation without charge.

**7. Switching.** The Utility may charge a switching fee in accordance with its tariff when you change your natural gas supplier to Constellation. If the Utility charges a switching fee when you change your natural gas supplier to Constellation in accordance with this Agreement, Constellation agrees to refund you for any such switching fee. To receive a refund, you must call Constellation at (844) 290-8486. Constellation will not separately charge a switching fee. If you voluntarily return to the Utility after switching to a competitive supplier, you may be charged a price other than the Utility's regulated sales service rate.

**8. Customer Service.** For questions or complaints about our services, contact us at our Customer Care department by calling toll-free (844) 290-8486, 24 hours a day, seven days a week, by e-mail at [VST@constellation.com](mailto:VST@constellation.com), online at [www.constellation.com](http://www.constellation.com), or in writing at



Constellation NewEnergy – Gas Division, LLC, 1716 Lawrence Drive, De Pere WI, 54115. If your complaint is not resolved after you have called Constellation, or for general utility information, you may contact the Public Utilities Commission of Ohio (“PUCO”) for assistance at (800) 686-7826 (toll free) or for TTY at (800) 686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at [www.puco.ohio.gov](http://www.puco.ohio.gov). Residential customers may also contact the Ohio Consumers’ Counsel for assistance with complaints and utility issues at (877) 742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at [www.pickocc.org](http://www.pickocc.org).

**9. Definitions.** “**Delivery Point**” means any existing and future points of interconnection between your Utility transmission and/or distribution system and those of a third party pipeline supplying natural gas to the Utility. “**Taxes**” means all taxes, duties, fees, levies, premiums or any other charges of any kind, whether direct or indirect, relating to the sale, purchase or delivery of natural gas, together with all interest, penalties or other additional amounts imposed, including but not limited to gross receipts, sales, consumption, use, value added, per Ccf, commercial activity or other privilege tax, and any other tax (whether in effect as of the effective date of this agreement or thereafter) imposed by any governmental entity. “**Utility**” means your local natural gas distribution utility owning and/or controlling and maintaining the distribution system required for delivery of natural gas to the Account(s). “**Market Price**” means the current price at which natural gas can be bought or sold by suppliers. “**Market Trend**” means the tendency of natural gas market prices to move in a particular direction over time.

**10. Notices.** All notices will be in writing and delivered by hand, first class mail, or by express carrier to our respective business addresses. Either of us can change our address by notice to the other pursuant to this paragraph.

**11. Changes in law, market structure, and/or your natural gas needs or classifications.** If a change in or implementation of law, rule, regulation, ordinance, statute, judicial decision, administrative order, Utility tariffs, or the like causes our costs under this Agreement to increase, we will have the right to pass such increased costs on to you. The changes described in this Section may change any or all the charges described in this Agreement.

**12. Events beyond either of our reasonable control.** If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; labor disputes; declaration of emergency by a governmental entity or the Utility; curtailment, disruption or interruption of natural gas transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; and actions taken by third parties not under your or our control, such as the Utility. However, such events shall not in any event excuse any failure to make payments due in a timely manner for natural gas supplied to you. The parties shall notify each other immediately of an operational flow or curtailment order from the applicable pipelines or Utility and shall take all required steps to comply with such orders.

**13. Delivery Point and indemnification obligations.** We will deliver natural gas to the Delivery Point. Title and risk of loss related to the natural gas transfer to you at the Delivery Point, and you are responsible for all transmission, distribution, and other costs (including Taxes and other fees) related to the final delivery to the facilities to which the Account(s) relate as well as your use of the natural gas. While we will arrange for the delivery of natural gas to you by your Utility, we will have no liability or responsibility for matters within the control of the Utility, which include maintenance of pipelines and systems, service interruptions, loss of service, quality of the natural gas, deterioration of services, or meter readings. EACH PARTY (THE “INDEMNIFYING PARTY”) WILL DEFEND, INDEMNIFY AND HOLD THE OTHER PARTY HARMLESS FROM ANY AND ALL CLAIMS (INCLUDING CLAIMS FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE), LOSSES, EXPENSES (INCLUDING REASONABLE ATTORNEYS’ FEES), DAMAGES, SUITS, CAUSES OF ACTION AND JUDGMENTS OF ANY KIND ARISING HEREUNDER WHILE TITLE AND RISK OF LOSS ARE VESTED IN THE INDEMNIFYING PARTY.

**14. Limitation on Liability.** IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES, OWNERS, OFFICERS OR DIRECTORS BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS. Each party’s total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Each party agrees to use commercially reasonable efforts to mitigate the damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON CONSTELLATION’S PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A GENERAL OR SPECIFIC PURPOSE OR USE.

**15. Governing Law/Venue.** THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OHIO WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS. WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

**16. Relationship of Parties.** We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. You will **not rely, and have not relied**, on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter under this Agreement. Your decision to enter into this Agreement and any other decisions or actions you may take are and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us. There is no guarantee that the program you chose will guarantee any price advantage or savings.

**17. Confidentiality.** Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may disclose such information to our affiliates (excluding Baltimore Gas & Electric, a regulated utility) and such affiliates’ employees, agents,



advisors, and independent contractors. Other than for operation, maintenance, assignment and transfer of your Account(s), pursuant to a court or PUCO order or pursuant to a PUCO rule, we will not release your account number or, other than for credit checking and credit reporting, if applicable, your social security number, without your prior written consent.

**18. Miscellaneous Provisions.** If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of such default or any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent and any such attempted transfer will be void. We may assign our rights and obligations under this Agreement to a qualified natural gas supplier and will provide you with prior written notice of any such assignment. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether oral or written) regarding the subject matter of this agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile copy with your signature will be considered an original for all purposes. No amendment to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and dispute resolution. Constellation shall have the right to set-off and net any amounts owed to Customer against any amounts owed to it by Customer under this Agreement or any other agreement. This Agreement is a “forward contract” and Constellation is a “forward contract merchant” under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding “commodity interests”, including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended (“CEA”). Customer’s purpose in entering into this Agreement is not speculation, but rather price volatility control and/or budget management for procurement of natural gas for one or more of its facilities. Customer represents that it qualifies as an “eligible contract participant” as the same is defined under the CEA. The terms of any purchase order (PO) you send to us or any alterations, additions, or modifications you make to the preprinted terms of this Agreement shall be void and without any effect unless and only to the extent we agree in writing to such alterations, additions, or modifications.

**IN THE EVENT OF AN EMERGENCY OR SERVICE INTERRUPTION, CONTACT YOUR UTILITY AT:**

Utility Name	Utility Abbreviation	Contact Number
Duke Energy Ohio	DUKE	(800) 634-4300

## Natural Gas Aggregation Opt-Out Frequently Asked Questions

**Q: What is aggregation?**

**A:** Under governmental aggregation, local officials bring the community together for group purchasing power. The community benefits by receiving competitively-priced natural gas from a retail natural gas supplier.

**Q: How is my community able to choose a certified natural gas supplier on my behalf?**

**A:** Residents voted to allow the community to negotiate a contract with a natural gas supplier on their behalf.

**Q: How do I enroll?**

**A:** Enrollment is free and eligible residential and small business customers will be automatically enrolled.

**Q: Who is eligible for the aggregation program?**

**A:** Most residential and small business customers residing within the community receiving natural gas from the local utility are eligible.

**Q: Who is not eligible?**

**A:** Residential and business customers who are not eligible for automatic enrollment in the program include:

- A customer that is not located within community boundaries.
- Percentage of Income Payment Program (PIPP) customers.
- A customer who is under contract with another natural gas provider.
- A customer who has a special contract with the natural gas utility company.
- Customers who are behind on their payments to the utility.
- A mercantile customer that has not provided consent to join the program. "Mercantile customer" means a commercial or industrial customer if the natural gas consumed is for non-residential use and the customer consumes more than 500 Mcf per year or is part of a national account involving multiple facilities in one or more states.

**Q: When will I see my new rate?**

**A:** You can expect to see the new rate one to two billing cycles following your enrollment in the program. Please note: supply rates do not include taxes, delivery service charges or other utility fees.

**Q: Who will bill me for natural gas?**

**A:** You will continue to receive one monthly bill from your local utility.

**Q: What if my business qualifies for tax exemption status?**

**A:** Tax exempt customers should send their most recent tax exempt certificate to Constellation NewEnergy-Gas Division, LLC, 1001 Louisiana Street, Suite 2300, Houston, TX 77002 or via email to [CNETaxForms@Constellation.com](mailto:CNETaxForms@Constellation.com), or fax to 877-243-4968.

**Q: Can I still have my payment automatically deducted from my checking account as I do now?**

**A:** Yes, how you pay your natural gas bill will not change.

**Q: Who do I call if I have a problem with my natural gas service?**

**A:** To report service problems, a gas leak and for billing questions, contact your local utility company.

**Q: What if I have already selected another supplier?**

**A:** Based on the records provided by the utility, we assumed you are not with another supplier. However, if you recently signed up with a new supplier, carefully review the terms and conditions of that agreement before proceeding as your ability to terminate early with that supplier may be restricted.

**Q: Is there an early termination fee for leaving the program outside of the 21 day opt-out period?**

**A:** No, there is no early termination fee.

**Q: Who do I contact if I have additional questions about this offer?**

**A:** If you have additional questions about the program, please contact Constellation.

**VILLAGE OF GOLF MANOR, HAMILTON 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





## Public Utilities Commission

Competitive Retail Natural Gas Service (CRNGS)  
Governmental Aggregator Application

Case Number: 15 - 0867 -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 Golf Manor  
Street Address: 6450 Wiehe Road  
City: Golf Manor State: OH Zip: 45237  
Telephone: 513-531-7491 Website: www.golfmanoroh.gov

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

Name: Rich Surace  
Street Address: 8469 Blue Ash Rd., 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 Rd., 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 Rd., 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

*Lon Deeth*

Date

*3/15/2021*

Title

*UTILITY ADMINISTRATOR*

# Competitive Retail Natural Gas Service Affidavit

County of Hamilton :

State of Ohio :

Ron Hirth

, 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.

Ron Hirth, Village Administrator

Signature of Affiant & Title

Sworn and subscribed before me this 15th day of March, 2021

Month Year

Anna H. Gedeon

Signature of official administering oath

Anna Gedeon, Budget Analyst/Clerk

Print Name and Title

My commission expires on 7/19/2022



ANNA H. GEDEON  
Notary Public, State of Ohio  
My Commission Expires 07-19-2022

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

**Commission of Ohio Docketing Information System on**

**3/22/2021 9:54:12 AM**

**in**

**Case No(s). 15-0867-GA-GAG**

Summary: In the Matter of the Application of Village of Golf Manor