



June 21, 2021

Docketing Division Public Utilities Commission of Ohio 180 East Broad St. Columbus, Ohio 43215-3793

Case No. 17-0695-GA-GAG

RE: Opt out Letter(s) — Prairie Township, Franklin Co., OH.

Prairie Township is pleased to submit its final copy of Opt-out letter(s) to be sent to all eligible customers on or around July 1, 2021 with the response deadline on or around July 24, 2021.

Material provided for review:

Residential and Business Opt-out letter

Should you have any questions or additional needs, please call me at (877)861-2772.

Sincerely,

Scott R. Belcastro Principal 614.425.4885 scott@electricsuppliers.org

Enclosure



XXXXXX

SAMPLE NAME SAMPLE ADDRESS CITY, OH 44813

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Opt-out form — Prairie Township Natural Gas Municipal Aggregation Program

Option 1: Do nothing and be enrolled

If you want to participate in this program, you do not need to return this form. Your enrollment is automatic.

OR

Option 2: Opt out by returning this form

If you do not want to participate in this program, you must return this form before the due date.

E1106302

Date: _____ Phone number: _____ Service Address: Account holder signature:

Mail within 21 days of receipt to: Prairie Township Municipal Aggregation Program, 201 W. Lake St., Ste 151, Chicago, IL 60606



XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX





DO NOT DISCARD:

Important Natural Gas Aggregation Information Enclosed.

RE: SAMPLE ADDRESS, CITY OH 44813

Questions? Please call (614) 219-3162 Please reference your Customer ID: E1106302

NATURAL GAS AGGREGATION OPT OUT NOTICE

July 1, 2021

Dear Prairie Township Resident or Small Business Owner,

In November 2014, Prairie Township voters authorized the creation of a natural gas aggregation program. The Township has selected Eligo Energy as the preferred supplier for the township's Natural Gas Aggregation Program. Eligo Energy IL, LLC, a certified Supplier by the Public Utility Commission of Ohio, is pleased to offer natural gas for your home or business. As an eligible member of this program, your energy rate will be \$0.4506 per Ccf (applicable state and local taxes not included) for the term of **August 1, 2021 through July 31,2023.** There are no enrollment or early termination fees. You do not need to do anything to participate; your account will be automatically enrolled unless you choose to opt out.

NO CHANGES IN YOUR BILLING OR SERVICE. You will continue to receive one monthly bill from Columbia Gas of Ohio and be eligible for the same programs you are eligible for now through Columbia Gas of Ohio, such as payment agreements, and energy efficiency programs. Columbia Gas of Ohio will continue to safely and reliably deliver energy to your home or business as well as restore your service if a power outage occurs.

AUTOMATIC ENROLLMENT PROCESS. As an eligible Prairie Township resident or small business, you are automatically enrolled and do not need to take any further action unless you decided to opt-out. Once your account is enrolled, you will receive a Confirmation Notice from Columbia Gas of Ohio confirming your switch to Eligo. As required by law, this notice will inform you of your option to cancel enrollment with Eligo within seven business days of the postmarked date. Approximately 30 to 45 days after enrollment, you will receive your first Columbia bill to reflect Eligo as your supplier at exactly the Columbia rate.

How to Opt-Out:

- E-mail: PrairieTownship@eligoenergy.com,
- **Phone:** (614) 219-3162
- Mail: Complete and Return the enclosed Opt-Out form by July 24, 2021. If you do not opt out at that time, you will receive a notice at least once every two years asking if you wish to remain in the program. If you do not opt out you will have been deemed to have authorized and agreed to having your electric supply service switched to the Electric Aggregation program under the program terms and conditions. For more information, visit www.eligoenergy.com/cities/oh/PrairieTownship. We encourage you to contact Customer Care (8a 6p, Mon-Fri at (614) 219-3162) before contacting the Township with questions.

Please note: To participate in the program you need not respond. Opt-out only if you do not want to participate in the Aggregation program.

Sincerely,

Prairie Township



The Township of Prairie, pursuant to the municipal aggregation authority, which passed by a majority of the vote, selected Eligo Energy OH, LLC ("Vendor" or "Supplier") to supply the aggregation and to administer enrollments as described below. You, the account holder (also referred to as "Customer") for the utility account ("Account") applicable to the service address referenced on the letter accompanying this Opt Out Notice (the "Account"), and Vendor (hereinafter "Party(ies)") agree to the following Terms of Service ("Agreement"), as of August, 2021 (the "Effective Date"). This Agreement authorizes Vendor to change Customer's natural gas supplier in the territory of Columbia Gas OH (the "Utility"). Supplier is licensed by the Public Utilities Commission of Ohio ("PUCO") to offer and supply natural gas (License Numbers 14-399G.)

- 1. Price and Service: For the Initial Term, Customer shall pay \$0.4506 per Ccf (applicable state and local taxes not included). Both Parties recognize that components of Vendor's charges include natural gas tariff charges that are authorized by PUCO, other state or governmental agencies having jurisdiction, and/or the Federal Energy Regulatory Commission. Vendor shall not impose any fees or charges on Customer other than the Price set forth above. In addition, Customer shall pay and be responsible for all other amounts related to the purchase and delivery of natural gas, including applicable taxes and charges. If Customer is interval metered, Customer shall also be responsible for additional costs resulting therefrom. Please see Vendor's website www.eligoenergy.com for current market conditions and updates.
- 2. Enrollment: (a) Opt-Out Enrollment (Automatic Enrollments due to non-action within 30 days from the postmark date of this notice). Enrollment is automatic if (i) the account(s) to be served is/are eligible and (ii) Customer does not opt-out of the Township's natural gas aggregation program. IF YOU DO NOT WISH TO PARTICIPATE IN THE AGGREGATION PROGRAM, YOU MUST OPT-OUT WITHIN 21 DAYS FROM THE POSTMARK DATE OF THIS NOTICE. YOU CAN OPT-OUT BY RETURNING THE FORM, by calling Eligo at (937) 265-4345, or through email at PrairieTownshipoptout@eligoenergy.com. (b) Opt-In Enrollment (Affirmative Enrollments). Enrollment for the remainder of the current program is open to those who opt-out or are otherwise not automatically enrolled if (i) the account(s) to be served is/are eligible and (ii) Customer chooses to opt-in to the program. You can Opt-In by (1) calling Vendor at (937) 265-4345 or (2) contacting Vendor online at www.eligoenergy.com/cities/oh/PrairieTownship.
- 3. **Eligibility:** Customer and the Accounts to be served (i) must be located within the jurisdictional boundaries of the Township, (ii) must be served by the Utility as a residential or small commercial customer (iii) may not be under agreement with another Alternative Retail Natural Gas Supplier, and (iv) must be in good credit standing with the Utility.
- 4. Term: This Agreement shall become binding on the Effective Date, however, this Agreement is contingent upon: (a) successful enrollment by the Utility and (b) the passage of the Rescission Period without effective cancellation by Customer. Successful enrollment by the Utility is dependent upon (i) the eligibility of Customer's Utility accounts, as determined by the Utility, to take service from an alternative retail natural gas supplier and to participate in the Utility's purchase of receivables program, and (ii) the accuracy and completeness of the information submitted for enrollment. Service shall remain in effect for 24 months / billing cycles ("Initial Term"), unless terminated pursuant to the terms of this Agreement. This Agreement will start when Vendor provides confirmation to Customer's local distribution company and the local distribution company initiates the change.
- 5. **Rescission Period:** Customer may cancel enrollment by contacting the Supplier at (937) 265-4345 without penalty within seven (7) business days following the postmark date of the Utility confirmation notice (the "Rescission Period"). However, if you choose to terminate the Eligo Energy Agreement prior to the end of the applicable term, you will not be charged an early termination fee. If you terminate your agreement early, you will be obligated to pay for services rendered under the contract (natural gas supplied) until service is terminated.
- 6. **Termination; Remedies:** If either Party defaults on its obligations under this Agreement (which may include Customer's switching to another natural gas supplier or the Utility or Customer's failure to pay the Utility), the other Party may terminate this Agreement, as applicable. In addition, if Customer chooses to terminate this Agreement based on a recommendation from the Township in the event that Vendor has materially breached the Aggregation Program Agreement between Vendor and the Township, then Vendor shall not be liable to Customer for any damages or penalties resulting from such termination of this Agreement, including claims related to the price received from the Utility or an alternate retail natural gas supplier being higher than the Price herein, unless Vendor has also materially breached these Terms of Service.
- 7. **Renewal:** In the event the Aggregation Program is not renewed or extended, you will be restored to utility service at the end of the term of this Agreement. If the Aggregation Program is renewed or extended, you will receive a notice with the proposed specific rate, terms and conditions and the opportunity to opt-out of the Aggregation Program.
- 8. Billing: Supplier will serve only the supply portion of Customer's natural gas bill. All services currently supplied by the Utility will continue to be supplied by the Utility(s). Customer will continue to receive one monthly natural gas bill processed and provided by the respective Utility in accordance with its billing practices. If Customer fails to pay their Utility charges or fails to meet any agreed-upon payment arrangement, it may result in Customer's natural gas service being disconnected in accordance with Utility tariffs and this Agreement may be automatically terminated by Supplier. In the event of Customer bankruptcy, late payment, or nonpayment, Supplier has the right to cancel this Agreement. Utility will remain responsible for collecting late payments, and Customer may incur a late payment fee on unpaid balances in accordance with Utility billing and late payment policies and procedures.
- 9. Taxes: Any tax levied against Vendor by any governmental entity, exclusive of Vendor's income tax or taxes levied on Vendor's real or personal property, which must be paid by Vendor shall be passed through to and borne and reimbursed by Customer. Customer must provide Vendor with any applicable exemption certificates. Customer shall pay any such taxes unless Vendor is required by law to collect and remit such taxes, in which case Customer shall reimburse Vendor for all amounts so paid.
- 10. **Customer Relocation:** Vendor will waive any fees if Customer moves to a new address outside the Township's boundaries and provides notice to Vendor that Customer is moving prior to termination.
- 11. Authorization: Unless prohibited by applicable law, Customer authorizes Supplier to obtain and review information from the Utility(s): consumption history, billing determinants, credit information, public assistance status, existence of medical emergencies, status as to whether Customer has a medical emergency, is human needs, elderly, blind or disabled and data applicable to cold weather periods, tax status and eligibility for economic development or other incentives. This information may be used by Supplier to determine whether it will commence and/or continue to provide natural gas supply service to Customer and will not be disclosed to a third-party unless required by law. Customer's execution of this Agreement shall constitute authorization for the release of this information to Supplier. This authorization will remain in effect during the term of this Agreement. Customer may rescind this authorization at any time by providing written notice thereof to Supplier or calling Supplier at 1-888-744-8125. Supplier reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

- 12. **Contact Information:** In the event of an emergency, such as a power failure, downed power line, gas leak, or other life-threatening emergency, Customer should contact the respective Utility(s) at the toll-free number(s) provided below or Emergency Services at 911. For service matters, Customer should contact the Utility at 1-800-344-4077. For all other inquiries, the Customer may contact Supplier at 1-888-744-8125 from 7 a.m. to 6 p.m. (CST), excluding weekends and holidays. For general information, Customer may visit www.eligoenergy.com. Supplier's mailing address is: Eligo Energy, LLC, 201 W. Lake St., Ste. 151, Chicago, IL 60606. Customer shall contact Supplier with any change in Customer's email address and /or withdrawal of consent for electronic retention of Customer information.
- 13. **Dispute Resolution:** In the event of a billing dispute or a disagreement involving Supplier's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact Supplier by telephone or in writing (see Contact Information). The dispute or complaint relating to Customer may be submitted by either party at any time to the PUCO pursuant to its Complaint Handling Procedures by contacting PUCO. If your complaint is not resolved after you have called your Utility(s), or for general utility information, Customer may contact PUCO for assistance at 1-800-686-7826 (toll free) from 8 a.m. to 5 p.m. weekdays, or at www.puco.gov, or by writing to PUCO at" Public Utilities Commission of Ohio, 180 East Broad Street, Columbus, Ohio 43215. Hearing or speech impaired customers may contact 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 8 a.m. to 5 p.m. weekdays, or at www.pickocc.org. During the pendency of any dispute, Customer must pay the bill in full minus the specific disputed amount. Venue for any lawsuit brought to enforce any term or condition of this Agreement or to construe the terms herein shall lie exclusively in the State of Ohio. This Agreement shall be construed under and shall be governed by the laws of the State of Ohio without regard to application of its conflicts of laws and principles.
- 14. Changes to Agreement: This is an Agreement for residential service. In the event that Customer's account under this Agreement is not a residential account and for other reasons provided herein, Supplier may modify this Agreement to include commercial terms. In the event that any change in any statute, rule, regulation, order or other law, or procedure, tariff, rate class or other process or charge, promulgated by any governmental authority or Utility(s), or other regulated service provider, alters to the detriment of Supplier its costs to perform or its economic returns under this Agreement (a "Negative Change in Regulation"), Supplier may revise the pricing under this Agreement to eliminate the impact of such Negative Change in Regulation.

Before any such price revision, Supplier shall provide to Customer a written notice 30 days prior to the effective date of the Negative Change in Regulation, the resulting price revisions, and the date upon which such revised pricing shall be effective.

Customer may either agree to the proposed change and/or revised price described in such notice by giving affirmative consent, request to be placed on Utility(s) default service, or request to have its service transferred to another natural gas supplier. Upon acceptance of the revised terms or price by Customer, all other terms and conditions of this Agreement shall remain in full force and effect. If Customer fails to respond to notice(s), Supplier may convert this Agreement, to the extent permitted by law, to a month-to-month or another fixed duration contract, either at the same terms or at the revised terms, wherein Customer may cancel at any time, for any reason, without penalty.

- 15. Assignment: Customer may not assign this Agreement without Vendor's written consent. Vendor may transfer, assign or sell this Agreement: (a) in connection with any financing; (b) to any of its affiliates; (c) to anyone succeeding to all or substantially all of Vendor's assets or business; or (d) to another supplier licensed by the Public Utilities Commission of Ohio. This Agreement is binding upon Customer and Vendor, and each party's heirs, successors and permitted assigns. Any required assignment notice will be considered to have been made if mailed to the address in Vendor's records for Customer's account. There are no third-party beneficiaries to this Agreement.
- 16. **Limitations:** ALL NATURAL GAS SOLD HEREUNDER IS PROVIDED "AS IS", AND VENDOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT, WHETHER IN AGREEMENT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES.
- 17. Force Majeure: Except for Customer's obligation under this Agreement to pay Vendor for its services, neither Vendor nor Customer will be liable to the other for failure to perform an obligation either was prevented from performing due to an event beyond its reasonable control, that could not be remedied by the exercise of due diligence and that was not reasonably foreseeable, including without limitation, acts of God, a condition resulting from the curtailment of natural gas supply or interruption or curtailment of transmission on the transmission and/or distribution system, interruption of utility service, terrorist acts or wars, and force majeure events of the utility or independent system operator.
- 18. Severability Clause: In the event any provision or part of this Agreement is held to be invalid or unenforceable for any reason by a court or governmental authority of competent jurisdiction, such provision shall be modified to the minimum extent necessary to render it valid, legal, and enforceable. If a provision cannot be modified in a manner that would make it valid, legal, and enforceable, the provision shall be severed and shall be inoperative, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 19. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter contained in this Agreement and supersedes all prior agreements, understandings, and negotiations, whether oral or written, between the parties. This provision does not affect the validity of a third-party verification completed by Customer as authorization to enter into this Agreement.

ACCEPTANCE OF AGREEMENT: This Agreement is hereby unconditionally accepted. Eligo Energy OH, LLC is authorized to switch Customer's utility supplier for the generation service charge. I will notify and/or cancel any previous agreement I may have in place with any other supplier, if applicable.

What is a Municipal Aggregation?

Municipal aggregations are groups of customers, or entire communities that unite to pool, or aggregate their natural gas buying power. By pooling their buying power and negotiating the price of natural gas from a supplier other than the traditional utility, municipal aggregations can often save participants money on their natural gas bills. Columbia Gas will still be responsible for delivering that natural gas to your home, responding to gas leaks, and billing you for it.

Who is Eligo Energy?

Headquartered in Chicago, Illinois, Eligo Energy is the licensed natural gas supplier managing the aggregation.

How do I contact Eligo Energy if I have a question?

If you should ever need to contact Eligo you can email us at customerservice@eligoenergy.com or call us at (614) 219-3162. Our customer service group is available Monday through Friday 8:00 AM to 6:00 PM.

What is the Aggregation Program rate?

As an eligible member of this program, you will automatically receive a price of 45.06 cents per ccf starting from the first billing cycle in August, 2021 and expiring in August, 2023.

How will the Aggregation Program impact my current natural gas service?

Your natural gas bill generally has several cost components - distribution and supply. The aggregation program changes only the supply component of your bill. All other components of the bill will not be affected.

Will I continue to get one monthly bill from Columbia Gas?

Yes, you will continue to receive a single bill from Columbia Gas and make one payment. The only difference you'll see on your natural gas bill is that Eligo Energy will be listed on the supply portion of your bill. You will continue to contact Columbia Gas for any billing or service questions or if you experience any issues such as gas leaks.

Are there additional fees for participating in the aggregation program?

No. If you are a Columbia Gas customer, generally, Columbia Gas will not impose any switching fee for participating in an aggregation program.

Who is eligible to participate?

Most residential or small commercial customers located in the municipality may participate. PIPP customers are not eligible to participate.

Do I have to participate in the Municipal Aggregation Program if I do not want to?

No. Although the Aggregation Program is designed to provide savings for you, residents and small businesses that do not want to participate can opt-out without penalty. You may leave the program at any time without incurring any early termination fees.

Will someone come to my home or call to sign me up?

No one from Eligo Energy or your municipality will ever visit your home to sign you up for natural gas services or call you to enroll.

What are the downsides for my Municipality for joining the program?

Residents of municipalities that enrolled in aggregation programs over the last three years in the State of Ohio are reporting no negative issues and are generally pleased with the reduced rates on their natural gas bills and rate stability. Deregulation of energy in Ohio has resulted in downward pressure on prices across the State.

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

6/21/2021 2:44:59 PM

in

Case No(s). 17-0695-GA-GAG

Summary: Opt-Out Notice electronically filed by Mr. Scott Belcastro on behalf of Prairie Township, Franklin County, OH