



# Public Utilities Commission

PUC USE ONLY - Version 10/2017		
Date Received	Renewal Certification Number	ORIGINAL GAG Case Number
		15 - 0041 - GA-GAG

## RENEWAL CERTIFICATION APPLICATION OHIO NATURAL GAS GOVERNMENTAL AGGREGATORS

Please type or print all required information. Identify all attachments with an exhibit label and title (*Example: Exhibit B-1 - Authorizing Ordinance*). All attachments should bear the legal name of the Applicant. Applicants should file completed applications and all related correspondence with the Public Utilities Commission of Ohio, Docketing Division, 180 East Broad Street, Columbus, Ohio 43215-3793.

This PDF form is designed so that you may directly input information onto the form. You may also download the form by saving it to your local disk.

### SECTION A - APPLICANT INFORMATION

#### A-1 Renewal Applicant information:

Legal Name VILLAGE OF SHADYSIDE

Address 50 EAST 39TH STREET, SHADYSIDE, OHIO 43947

Telephone No. 740.876.5972

Web site address

Current PUCO Certificate Number 15-413G

Effective Dates 2.9.2021-2.9.2023

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

Name BOB NEWHART

Title MAYOR

Business Address 50 EAST 39TH STREET, SHADYSIDE, OHIO 43947

Telephone No. 740.676.5972

Fax No.

Email Address msoos@comcast.net

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

Name JAY SELL, ASPEN ENERGY

Title AGGREGATION SPECIALIST

Business address 4789 RINGS ROAD, SUITE 100, DUBLIN, OHIO 43017

Telephone No. 614.884.5300

Fax No. 614.336.8362

Email Address jsell@aspenenergy.com

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

Customer service address 4789 RINGS ROAD, SUITE 100, DUBLIN, OHIO 43017

Toll-Free Telephone No. 800.926.0046

Fax No. 614.336.8362

Email Address jsell@aspenenergy.com

## SECTION B - APPLICANT AUTHORITY AND AGGREGATION PROGRAM INFORMATION

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED

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

Applicant Signature and Title

*Robert A. Newkirk Mayor*

Sworn and subscribed before me this 27<sup>th</sup> day of October Month 2022 Year

*Robert N. Bell*

Signature of official administering oath

Print Name and Title Robert N. Bell



ROBERT N BELL  
Notary Public  
State of Ohio  
My Comm. Expires  
June 30, 2026

My commission expires on June 30, 2026



# The Public Utilities Commission of Ohio

Ohio Natural Gas Governmental Aggregation  
Affidavit Form  
(Version 1.07)

In the Matter of the Application of )

VILLAGE OF SHADYSIDE )

Case No. 16-0041 -GA-GAG

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

County of  
State of

Belmont  
OHIO

ROBERT NEWBART

[Affiant], being duly sworn/affirmed, hereby states that:

- (1) The information provided within the certification or certification renewal application and supporting information is complete, true, and accurate to the best knowledge of affiant.
- (2) The applicant will timely file an annual report of its intrastate gross receipts and sales of hundred cubic feet of natural gas pursuant to Sections 4905.10(A), 4911.18(A), and 4929.23(B), Ohio Revised Code.
- (3) The applicant will timely pay any assessment made pursuant to Section 4905.10 or Section 4911.18(A), Ohio Revised Code.
- (4) Applicant will comply with all applicable rules and orders adopted by the Public Utilities Commission of Ohio pursuant to Title 49, Ohio Revised Code.
- (5) Applicant will cooperate with the Public Utilities Commission of Ohio and its staff in the investigation of any consumer complaint regarding any service offered or provided by the applicant.
- (6) Applicant will comply with Section 4929.21, Ohio Revised Code, regarding consent to the jurisdiction of the Ohio courts and the service of process.
- (7) Applicant will inform the Public Utilities Commission of Ohio of any material change to the information supplied in the certification or certification renewal application within 30 days of such material change, including any change in contact person for regulatory or emergency purposes or contact person for Staff use in investigating customer complaints.
- (8) Affiant further sayeth naught.

Affiant Signature & Title

Robert Newbart Mayor

Sworn and subscribed before me this

27<sup>th</sup>

day of

October

Month

2022

Year

[Signature]

Signature of Official Administering Oath

ROBERT N. BELL

Print Name and Title



ROBERT N. BELL  
Notary Public  
State of Ohio  
My Comm. Expires  
June 30, 2026

My commission expires on

JUNE 30, 2026

**VILLAGE OF SHADYSIDE**

**EXHIBIT B-1**

**AUTHORIZING ORDINANCE**

**Authorizing Ordinance -- 2 Pages**

07-22-11 11:01:25 IN  
Receipt 628

ORDINANCE NO. 1704

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

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, the retail natural gas service located in the respective jurisdictions and to enter into service agreements to facilitate the sale of the natural gas loads;

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; and

WHEREAS, this 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 consumers in the Village of Shady side 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 SHADYSIDE, STATE OF OHIO, as follows:

SECTION 1. This Council finds and determines that it is in the best interest of the Village of Shady side, its residents, businesses, and other natural gas consumers located within the corporation limits of the Village of Shady side to establish the Aggregation Program in the Village of Shady side. Provided that this Ordinance and the Aggregation Program is approved by the electors of the Village of Shady side pursuant to Section 2 of this Ordinance, the Village of Shady side is hereby authorized to aggregate in accordance with Section 4929.26, Ohio Revised Code, the retail natural gas loads located within the Village of Shady side, and, for that purpose, to enter into service agreements to facilitate for those loads the sale and purchase of natural gas. The Village of Shady side may exercise such authority jointly with any other municipal corporation, township or county or other political subdivision of the State of Ohio the full extent permitted by law. The aggregation will occur automatically for each person owning, occupying, controlling, or using natural gas proposed to be aggregated and will provide for the opt-out rights described in Section 3 of this Ordinance.

SECTION 2. The Board of Elections of Belmont County is hereby directed to submit the following question to the electors of the Village of Shady side at the general election on November 4, 2014.

"Shall the Village of Shadyide have the authority to aggregate the retail natural gas loads located in the Village, 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 Fiscal Officer of this Council is instructed immediately to file a certified copy of this Ordinance and the proposed form of the ballot question with the Belmont 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 3.** 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 Shadyide. 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 of any natural gas customer within the Village unless it, in advance, clearly discloses to the person owning, occupying, controlling, or using the natural gas 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 two (2) 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 natural gas company providing distribution service for the person's retail natural gas load until the person chooses an alternative supplier.

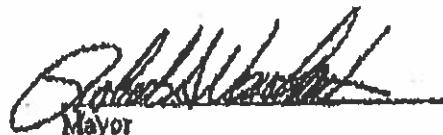
**SECTION 4.** This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

**SECTION 5.** Notice of the adoption of this Ordinance shall be given once by publishing the title of the Ordinance in an abstract prepared by the Fiscal Officer in a newspaper of general circulation in the Village of Shadyide.

PASSED: 7-28-14

ATTEST:

  
Fiscal Officer

  
Mayor

**VILLAGE OF SHADYSIDE**

**EXHIBIT B-2**

**OPERATION AND GOVERNANCE PLAN**

**Resolution to Adopt Plan of Operation and Governance -- 1 Page**

**Plan of Operation and Governance -- 4 Pages**

ORDINANCE NO. 1714AN ORDINANCE ADOPTING A PLAN OF OPERATION AND GOVERNANCE  
FOR NATURAL GAS GOVERNMENTAL AGGREGATION AND  
DECLARING AN EMERGENCY

WHEREAS, the Village of Shady Side, Ohio, desires to aggregate retail natural gas service located within its jurisdictional boundaries and to arrange for competitive retail natural gas loads for eligible participants on an opt-out basis (the "Aggregation");

WHEREAS, the Village's electorate has voted to authorize the Village to create an Aggregation under Section 4929.26 of the Ohio Revised Code, and the Council has adopted an ordinance regarding the Aggregation; and

WHEREAS, the Village desires to adopt a Plan of Operation and Governance for purposes of Natural Gas Governmental Aggregation.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF SHADYSIDE, OHIO, as follows:

SECTION 1. That the Village of Shady Side, Ohio, hereby adopts and approves a Plan of Operation and Governance for Natural Gas Governmental Aggregation as attached hereto and incorporated herein by reference.

SECTION 2. That this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety of said Village. The emergency lies in that it is immediately necessary to look in and optimize the natural gas rates available for the village residents. Wherefore, this Ordinance shall be in full force and effect from and immediately after its passage.

PASSED: 12/22/14

ATTEST:

  
Fiscal Officer

  
Mayor



**VILLAGE OF SHADYSIDE, OH**  
**NATURAL GAS AGGREGATION PROGRAM**  
**PLAN OF OPERATION AND GOVERNANCE**

**For More Information Contact:**  
**Mayor of Shadyside, OH**  
**50 E. 39<sup>th</sup> Street**  
**Shadyside, OH 43947**  
**740-676-5972**

## PLAN OF OPERATION AND GOVERNANCE Natural Gas Governmental Aggregation

**Introduction.** On November 4, 2014 a majority of the voters in the Village of Shadyside, OH approved a referendum that authorized the Village of Shadyside, OH, in the County of Belmont ("the Village") to pursue Automatic Governmental Aggregation. After the Village held two public hearings on the matter, as prescribed by Section 4929.25 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 Columbia Gas of Ohio, Inc. (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 are a list of helpful toll free telephone numbers.

<b><u>Nature of Complaint</u></b>	<b><u>Contact</u></b>	<b><u>Phone Number</u></b>
Gas Odor/Leaks-Fire-Explosions	Columbia Gas of Ohio	1-800-344-4077
Service turn on/off	Columbia Gas of Ohio	1-800-344-4077
Billing Disputes	Columbia Gas of Ohio	1-800-344-4077
Price/Joining/Leaving Program	Integrus Energy Services	1-844-290-8485
Program Regulatory Questions	Integrus Energy Services	1-844-290-8485
Unresolved Disputes	Public Utilities Commission	1-800-686-7826
Unresolved Disputes	Ohio Consumers Council	1-877-742-5822

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 2 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 1-800-886-7826 (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 1-877-742-5822 (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 SHADYSIDE**

**EXHIBIT B-3 and B-4**

**Automatic Aggregation Disclosure Notification & Opt-Out Notice - 4 pages**

Date, 2018

## ENROLLMENT NOTICE

Dear Resident or Small Business:

In November 2017, The Village of Shadyside voters approved by majority vote the creation of a Natural Gas Aggregation Program to seek lower natural gas rates for eligible residential and small business customers. The Village of Shadyside council selected (SUPPLIER) Services, Inc. to supply natural gas to the Village of Shadyside Natural Gas Aggregation Program. As a resident or small business owner within The Village of Shadyside, you are eligible to participate in this program.

**You will be automatically enrolled in the program unless you opt out by Date, 2018.**

### Benefits

The Village of Shadyside Council has negotiated a competitive price of \$\*.\*\*\*/ccf. This pricing will be effective from your first meter read in (DATE) through your (DATE) meter read. Please see the enclosed Terms and Conditions for full details.

### Billing and Service Unchanged

Other than the price and supplier, nothing regarding your natural gas service will change. You will continue to receive one monthly bill from Columbia Gas. Columbia Gas will continue to deliver your natural gas, restore service following an outage, and be responsible for maintaining the system that delivers natural gas to your home. While (SUPPLIER) offers budget billing of its generation service charges for this aggregation program, please note that if you are currently on budget billing with Columbia Gas, the utility may bill you for any balance owed to them at the time of enrollment. This may result in a charge or a credit from Columbia Gas, depending on the current status of your budget billing accumulation. To set up budget billing with (SUPPLIER), please call our customer service center at \*\*\*-\*\*\*-\*\*\*. Please note: (SUPPLIER) will bill you for your actual energy supply charges (rather than any budgeted amount) until you have contacted us to set up your budget billing account. Your budget billing with Columbia Gas will automatically continue for all other portions of your Columbia Gas bill other than the energy supply component if you are currently enrolled with Columbia Gas for the same service.

### Be Informed

- If you do nothing, you will be automatically enrolled in the Village of Shadyside program.
- Columbia Gas will continue sending monthly bills, responding to outages, and delivering your natural gas.
- No one from the Village of Shadyside program will ever come door to door and ask you to switch to a new supplier. Anyone who comes to your door asking you to switch is not with the Village of Shadyside program.

To participate in the program, **DO NOT** return the card below

If you do not wish to participate, fold and tear at perforation and return this portion in the enclosed envelope

## NOTIFICATION OF INTENT TO OPT-OUT

- ☒ I do not wish to be part of the Village of Shadyside Natural Gas Aggregation program. By returning this card, I am officially opting-out of this program.

This notification is in regard to service at this address:

\_\_\_\_\_  
SERVICE ADDRESS

Name \_\_\_\_\_  
CUSTOMER NAME

Address \_\_\_\_\_  
MAILING ADDRESS

City/State/Zip \_\_\_\_\_  
CITY STATE ZIPCODE

## Enrollment Information

After your enrollment is finalized, Columbia Gas will send you a letter confirming your enrollment. As required by law, this letter will inform you of your ability to rescind your enrollment without penalty.

## How to Opt Out

If you do not wish to participate in the Village of Shadyside Natural Gas Aggregation Program, you must opt-out by DATE, 2018. To opt out, return the enclosed postcard. You may also opt-out by contacting (SUPPLIER) toll-free at (\*\*\*)\*\*\*-\*\*\*\* or online at [www.\(SUPPLIER\).com](http://www.(SUPPLIER).com). If you do not opt-out you will be enrolled in the Village of Shadyside Natural Gas Aggregation Program. At the end of this current two year term in DATE 20\_\_, you will again be provided with an opportunity to opt-out of the Village's Aggregation Program, or you may terminate the agreement at any time without penalty per the Natural Gas Purchase and Sale Terms and Conditions.

If you have any questions, please contact (SUPPLIER) toll-free at (\*\*\*)\*\*\*-\*\*\*\* or online at [www.\(SUPPLIER\).com](http://www.(SUPPLIER).com)

Sincerely,

(SUPPLIER)

Enclosure: Terms and Conditions

Sample

## The Village of Shadyside Natural Gas Aggregation Program

### OPT OUT NOTICE – TERMS & CONDITIONS

The Village of Shadyside pursuant to the aggregation authority conferred upon it by Ballot Issue, which passed by a majority of the vote on November 7, 2017, selected SUPPLIER ("Seller") to supply the aggregation and to administer enrollments as described below. IF YOU DO NOT WISH TO PARTICIPATE, YOU MUST OPT-OUT BY DETACHING AND RETURNING THE OPT OUT CARD ATTACHED TO THE ENROLLMENT NOTICE, POSTMARKED NO LATER THAN DATE 2018, BY SOING ON-LINE AT [www.{SUPPLIERWEBSITE}.COM](http://www.{SUPPLIERWEBSITE}.COM), OR BY CALLING OUR TOLL FREE NUMBER (XXX) XXX-XXXX BY DATE 2018. You, the account holder (also referred to as "Buyer") for the account referenced on the letter accompanying his Opt Out Notice (the "Account"), and Seller agree to the following terms and conditions (the "Agreement").

**1. Enrollment:** Enrollment is automatic for those who are eligible, but participation is voluntary. IF YOU DO NOT WISH TO PARTICIPATE, YOU MUST OPTOUT BY RETURNING THE OPT OUT CARD ATTACHED TO THE ENROLLMENT NOTICE, POSTMARKED NO LATER THAN DATE 2016, BY GOING ONLINE AT [www.{SUPPLIERWEBSITE}.com](http://www.{SUPPLIERWEBSITE}.com), OR BY CALLING OUR TOLL FREE NUMBER BY DATE 2018.

**Eligibility:** To be eligible for automatic aggregation, Buyer and the Accounts to be served (i) must be located within the jurisdictional boundaries of the Village of Shadyside and Columbia Gas ("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 program customers) customer, and (iv) must be in good credit standing with the Utility. **Rescission Period:** If this is Buyer's first enrollment into the Village of Shadyside Aggregation Program, upon Buyer's successful enrollment, the Utility will send Buyer a letter confirming the transfer of service. Buyer may cancel its enrollment without penalty within seven (7) business days of the postmark date of that letter ("Rescission Period") by contacting the Utility in writing or by telephone as noted in that letter.

**2. Delivery Period:** Service shall begin as soon as the Utility accepts your enrollment. Service shall continue through the DATE meter read date. 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.

**3. Supplier's and Utility's Role:** Seller agrees to sell to Buyer and deliver to the Utility, and Buyer agrees to purchase from Seller and receive from the Utility, Buyer's full requirements of natural gas for the accounts listed on the Enrollment Notice ("Accounts"), the Utility will deliver the natural gas to the Accounts and shall invoice and collect Seller's charges. Seller does not impose credit or deposit requirements. The Utility's billing and payment procedures shall apply in accordance with the applicable tariff, including but not limited to, the Utility's right to assess late payment fees and to disconnect gas service for past due charges. The Utility or Seller may terminate your service under this Agreement for non-payment with at least fourteen (14) days written notice. Seller may cause the Utility to correct previous invoices in the event of invoicing errors. Buyer should contact the Utility in the event of a natural gas emergency.

**4. Price:** The Price will be a Fixed Price Rate of \$X.XX per ccf or a certain percent-off of Columbia Gas of Ohio's Standard Choice Offer Adder

The Price includes all gas supply costs to the Utility and some pass-through charges from the Utility to the burnertip, including, but not limited to, btu factor and shrinkage. If the pass-through charges from the Utility increase, or if new charges are approved by a governmental agency with jurisdiction and passed through, or if existing tariff charges are administered differently and the pass through charges from the Utility increase, the Price will increase accordingly. There are no recurring or nonrecurring supplier charges that are billed in addition to the Price. A switching fee may apply under the terms of the Utility's tariff. **Seller shall not charge you separately for any switching fees.** The Price does not include Taxes (as defined below) or Utility distribution charges.

**5. 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 customers wishing to participate are requested to please send their most recent tax exempt certificate on or before DATE 2018 to: {NATURAL GAS SUPPLIER,LLC}, {123 MAIN STREET}, {TOWN},



{STATE} 12345 or fax to (XXX) XXX-XXXX. Be sure to note The Village of Shadyside Aggregation Program on the certificate. NATURAL GAS SUPPLIER, LLC will not charge sales tax starting with the date the certificate is received.

**6. Customer Information:** Seller will not request a deposit or investigate your credit history to establish service. The 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 of Buyer, Seller will provide up to 24 months of Buyer's payment history without charge.

**7. Termination; Remedies:** (a) This Agreement will automatically terminate or Buyer may terminate the Agreement without penalty if (i) the requested service location is not served by the Utility or (ii) Buyer, or the applicable Account being served, moves outside the Utility service area or to an area not served by Seller.

(b) 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.

(c) 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 on the same rates, terms and conditions that apply to the Utility's Standard Service Offer.

**8. Limitations:** ALL NATURAL GAS SOLD HEREUNDER IS PROVIDED "AS IS", AND SELLER 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 WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT, WHETHER IN AGREEMENT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES.

**9. Force Majeure:** Except for Buyer's obligation to pay Seller timely, neither Party shall be liable to the other for failure to perform an obligation if such failure was caused by any event beyond the reasonable control of the non-performing party, that could not be remedied by the exercise of due diligence and that was not reasonably foreseeable, including without limitation, acts of God interruption of utility service, terrorist acts or wars, force majeure events of the Utility. Seller may return Buyer to Utility service upon notification of a Force Majeure event preventing performance.

**10. 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.{supplierwebsite}.com](http://www.{supplierwebsite}.com); or (ii) by writing us at {NATURAL GAS SUPPLIER, LLC}, {123 MAIN STREET}, {TOWN}, {STATE} 12345. 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 (800) 686-7826 (toll-free) from eight A.M. to live P.M. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contract the PUCO via 7-11 (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 eight A.M. to five P.M. weekdays, or at <http://www.pickocc.org>.

**11. Miscellaneous:** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. Subject to regulatory approvals and notice from Seller, Seller may assign this Agreement without Buyer's consent. Buyer may assign this Agreement only with Seller's consent. This Agreement constitutes the entire agreement between the Parties, superseding all verbal and written understandings.

**VILLAGE OF SHADYSIDE**

**EXHIBIT B-5**

**EXPERIENCE – 1 page**

## EXPERIENCE

Due to the complexity of Governmental Aggregation, the Village of Shadyside has hired Aspen Energy Corporation (hereinafter “Aspen Energy”) to assist them in designing, implementing and maintaining an Aggregation Program.

Aspen Energy was founded by Mr. Jonathan Peele over fifteen (15) years ago and employs over thirty (30) people in Dublin, Ohio. Aspen Energy is a Certified Electric Aggregator and Broker (14-767E(2)) and a Certified Natural Gas Aggregator and Broker (14-335G(2)).

Aspen currently manages approximately twenty-five (25) natural gas and electric aggregations programs that impact approximately twenty (20) communities across Ohio. Contact information for Aspen Energy:

4789 Rings Road  
Dublin, Ohio 43017  
614-884-5300

Among other services, Aspen Energy will actively lead and participate in the following activities to ensure the Aggregation Program for the Village of Shadyside is effective and compliant:

1. Assist in maintaining the Plan of Operation and Governance;
2. Lead the required public hearings and attend County Commissioners’ and other meetings;
3. Assist the Village of Shadyside in the day-to-day administration of the program (problem resolution, press release, PUCO compliance, supplier liaison, contract review, etc.);
4. Design and issue the Request for Proposal, analyze supplier responses and provide recommendations for the supply agreement; and
5. Furnish customer data provided by Columbia Gas that would serve as the basis for an opt-out notice.

Aspen Energy is dedicated to reliable service and committed to ensuring the satisfaction of all the residents in the Village of Shadyside. Contact information at Aspen Energy with respect to issues involving the Village of Shadyside is:

Robin Townsend or Sandra Jackson  
4789 Rings Road, Suite 100, Dublin, Ohio 43017  
PH: 614-884-5300  
Email: [rtownsend@aspenenergy.com](mailto:rtownsend@aspenenergy.com) or [sjackson@aspenenergy.com](mailto:sjackson@aspenenergy.com)

The Village of Shadyside will not take title to the natural gas, issue bills, read meters or staff a call center for complaints. Those functions will be provided by Columbia Gas and the selected CRES supplier. The Village will comply with its responsibilities as a Governmental Aggregator and will respond to questions concerning the Aggregation program.

**This foregoing document was electronically filed with the Public Utilities  
Commission of Ohio Docketing Information System on**

**12/15/2022 2:13:26 PM**

**in**

**Case No(s). 15-0041-GA-GAG**

Summary: Application Renewal Certification Application electronically filed by Ms.  
Gina M. Piacentino on behalf of Village of Shadyside