



January 9, 2023

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

**RE: Natural Gas Governmental Aggregator Renewal Application — Clay Township,  
Montgomery County, OH.**

**CASE # 19-0128-GA-GAG**

Clay Township is pleased to submit its renewal application for natural gas governmental aggregator. The original application has been notarized and signed by an authorized official.

Material provided for review:

- Application for Governmental Aggregations and Affidavit
- Exhibit B-1 Authorizing Ordinance reflecting voter authorization;
- Exhibit B-2 Plan of Operation and Governance;
- Exhibit B-3 Automatic Aggregation Disclosure
- Exhibit B-4 Opt-Out Notice
- Exhibit B-5 Experience

Should you have any questions or additional needs, please call me at (614) 425.4885.

Sincerely,

Scott R. Belcastro  
Principal  
614.425.4885  
scott@electricsuppliers.org

Enclosure



# Public Utilities Commission

PUCO USE ONLY – Version 1.07		
Date Received	Renewal Certification Number	ORIGINAL GAG Case Number
		19 - 0128 - GA-GAG

**FILE**

## 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 Clay Township- Montgomery County  
Address 8207 Arlington Road, Brookville, Ohio 45309  
Telephone No. (937) 833-4015 Web site address <https://www.claytownshipohio.com>  
Current PUCO Certificate Number 19-698G Effective Dates February 15, 2021 - February 15, 2023

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

Name Scott Belcastro Title Principal  
Business Address 1216 Lexington Ave, STE 301, Mansfield, Ohio 44907  
Telephone No. (877) 861-2772 Fax No. (614) 417-0410 Email Address [scott@electricsuppliers.org](mailto:scott@electricsuppliers.org)

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

Name Scott Raffeld Title Energy Management Specialist  
Business address 1216 Lexington Ave, STE 301, Mansfield, Ohio 44907  
Telephone No. (877) 861-2772 Fax No. (614) 417-0410 Email Address [sraffeld@electricsuppliers.org](mailto:sraffeld@electricsuppliers.org)

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

Customer service address 1216 Lexington Ave, STE 301, Mansfield, Ohio 44907  
Toll-Free Telephone No. (877) 861-2772 Fax No. (614) 417-0410 Email Address [trebelinfo@trebellc.com](mailto:trebelinfo@trebellc.com)

this is to certify that the images appearing are accurate and complete reproduction of a case file document delivered in the regular course of business. Technician Date Processed 1.5.23

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PUCO

## 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

Sworn and subscribed before me this

6

day of

December

Month

2022

Year

*Al Wad*

Signature of official administering oath

Brandi Wathen Notary

Print Name and Title

My commission expires on

6/22/2025



BRANDI WATHEN  
Notary Public, State of Ohio  
My Comm. Expires 6/22/2025



# The Public Utilities Commission of Ohio

Ohio Natural Gas Governmental Aggregation  
Affidavit Form  
(Version 1.07)


In the Matter of the Application of )

Clay Township )

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

Case No. 19-0128 -GA-GAG


County of Montgomery  
State of Ohio



[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

 Pres.

Sworn and subscribed before me this

6 day of

December

Month

2020

Year

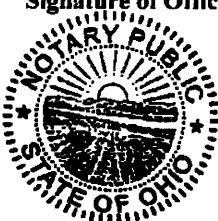


Signature of Official Administering Oath

Brandi Wathen

Print Name and Title

Notary



BRANDI WATHEN  
Notary Public, State of Ohio  
My Comm. Expires 6/22/2025

My commission expires on

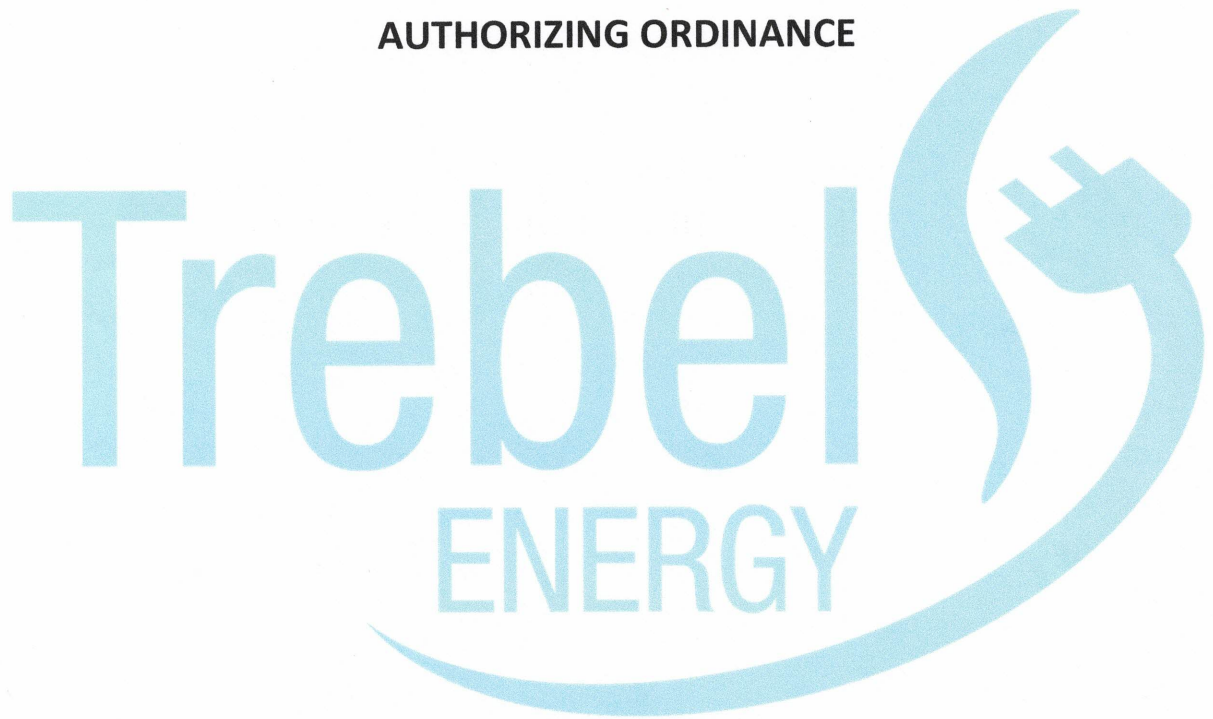
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(Ohio Natural Gas Governmental Aggregator Renewal) Page 3 of 3



**EXHIBIT B-1**

**AUTHORIZING ORDINANCE**



**RESOLUTION NO. 2018-018**

A RESOLUTION 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 MONTGOMERY COUNTY BOARD OF ELECTIONS TO SUBMIT A BALLOT QUESTION TO THE ELECTORS.

WHEREAS, the Ohio Legislature enacted Chapter 4929, Ohio Revised Code, which authorized the legislative authorities of municipal corporations, townships, and unincorporated areas of the county, to aggregate the retail natural gas loads located within the respective jurisdictions and to enter into service agreements to facilitate the purchase and sale of the service for the retail natural gas loads; and

WHEREAS, such legislative authorities may exercise said authority individually or jointly with any other legislative authorities; and

WHEREAS, governmental aggregation provides an opportunity for residential and small business consumers to participate collectively in the potential benefits of natural gas service deregulation through lower natural gas rates, which would not otherwise be available to those customers individually; and

WHEREAS, the Board of Trustees of Clay Township ("Trustees") seeks to establish a governmental aggregation program with opt-out provisions pursuant to Section 4929.26, Ohio Revised Code, for the residents, businesses and other natural gas consumers in the Township, and may be in conjunction with any other legislative authorities in the State of Ohio, as permitted by law (the "Aggregation Program");

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Clay Township, Montgomery County, Ohio that:

Section 1: The Board finds and determines that it is in the best interest of the Township, its residents, businesses and other retail natural gas consumers located within the boundary limits of the Township to establish an Aggregation Program in the Township. Provided that the Aggregation Program is approved by the electors of the Township pursuant to Section 2 of this Resolution, the Board is hereby authorized to automatically aggregate, in accordance with Section 4929.26, Ohio Revised Code, the retail natural gas loads located within the Township, and, for that purpose, to enter into service agreements to facilitate for those loads the purchase and sale of natural gas service. The Board may exercise such authority

jointly with any other political subdivision of the State of Ohio to the full extent permitted by law, which may include use of an energy broker/consultant/aggregator, so long as the broker/consultant/aggregator is certified by the Public Utilities Commission of Ohio.

The aggregation, subject to Section 4929.26(A)(2)(a) and (b), Ohio Revised Code, and the opt-out rights described in Section 3 of this Resolution, will occur automatically for the retail natural gas loads located within the Township and for which there is a choice of supplier, a rule or order has been adopted or issued under Chapter 4905, Ohio Revised Code, or an exemption granted under Sections 4929.04 to 4929.08, Ohio Revised Code.

Section 2: The Board of Elections of Montgomery County is hereby directed to submit the following question to the electors of Township at the election on November 6, 2018:

Shall the Board of Trustees of Clay Township have the authority to aggregate the retail natural gas loads located in the Township and for which there is a choice of supplier of that service, and for that purpose, enter into services agreements to facilitate for those loads the sale and purchase of natural gas service, such aggregation to occur automatically except where any person elects to opt-out, in accordance with Section 4929.26 of the Ohio Revised Code and Resolution No. 2018-018 adopted by the Board of Trustees?

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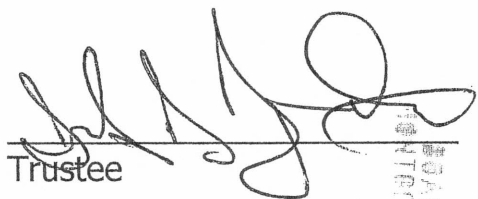
The [Administrator/Clerk/Fiscal Officer] of this Board is instructed to immediately file a certified copy of this Resolution and the proposed form of the ballot question with the Montgomery County Board of Elections not less than ninety (90) days prior to the election to be held November 6, 2018. The Aggregation Program shall not take effect unless approved by a majority of the electors voting upon this Resolution and the Aggregation Program provided for herein at the election held pursuant to this Section 2 and Section 4929.26, Ohio Revised Code.

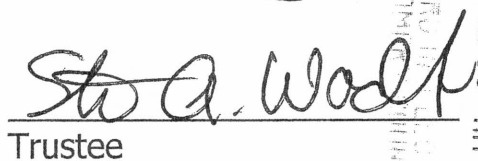
Section 3: Upon approval of a majority of the electors voting at the election provided for in Section 2 of this Resolution, this Board, individually or jointly with any other political subdivision, may develop a plan of operation and governance for the Aggregation Program. Before adopting such plan, this Board 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 Township. The notice shall summarize the plan and state the date, time, and place of each hearing. No plan adopted by this Board shall aggregate any retail natural gas load within the Township unless it, in advance, clearly discloses to the person whose retail natural gas load is to be so aggregated 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 at least every two years, without paying a switching fee. Any such person who 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.

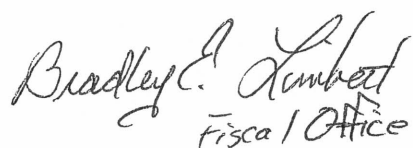
Section 4: It is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were adopted in an open meeting of this Board and that the deliberations of this Board and any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Date: 7-2-2018

  
Trustee

  
Trustee

\_\_\_\_\_  
Trustee

  
Fiscal Office

2018 JUL 30 AM 10:31

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**EXHIBIT B-2**

**OPERATION AND GOVERNANCE PLAN**



**CLAY TOWNSHIP  
NATURAL GAS  
GOVERNMENTAL AGGREGATION  
PROGRAM**

***OPERATION AND GOVERNANCE  
PLAN***

**Prepared by:**



**Adopted on December 17, 2018**



## **I. Overview**

In November 2018, a majority of voters authorized Clay Township (Township) to create a form of natural gas governmental aggregation known as “opt-out” aggregation and to create an opt-out natural gas governmental aggregation program (Aggregation Program) as provided under Section 4929.26 of the Ohio Revised Code. Under the opt-out Aggregation Program, all eligible natural gas consumers within the Township's limits will be automatically included in the Aggregation Program initially. However, all consumers will be given the opportunity to opt out of or decline participation in the Aggregation Program as detailed herein. Additionally, Participants who leave the Aggregation Program and wish to return, consumers who affirmatively choose to participate in the Aggregation Program, and consumers who move into the Township after the initial opt-out period may be afforded the opportunity to enroll in the Aggregation Program on an opt-in basis.

The purpose of the Aggregation Program is to represent local consumer interests in competitive natural gas markets by combining natural gas needs within the Township's limits and negotiating affordable, reliable natural gas supplies and other related services on behalf of the Township's residents and small commercial consumers. The Township may pursue this purpose individually or in cooperation with other legislative authorities.

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

The Aggregation Program is designed to combine natural gas requirements in order to obtain the best natural gas supply rate available for those who participate in the Aggregation Program, and/or to gain other favorable economic and non-economic terms in supply agreements. The Township and its Consultant, Trebel LLC, will not buy and resell natural gas, but will act as agents for the Aggregation Program, representing the collective interests of the consumers in the Township to establish the terms and conditions for service. Through a negotiation process, the Township and its Consultant will develop a contract with a Competitive Retail Natural Gas Services Provider (CRNGS Provider) or Providers for firm, all-requirements natural gas service. The contract will run for a fixed term.

The Aggregation Program covers the natural gas supply portion of a Participant's natural gas bill. The natural gas utility, Columbia Gas of Ohio (Columbia) or Vectren Energy Delivery of Ohio (Vectren), will continue to deliver natural gas to Aggregation Program Participants' homes and businesses through its natural gas utility functions regulated by the Public Utilities Commission of Ohio (PUCO). Aggregation Program Participants should continue to call Columbia or Vectren if they experience an issue with their natural gas service or if they have billing questions. The PUCO will continue to oversee natural gas safety and reliability service standards.



## **II. Process**

Under an opt-out aggregation program, each eligible consumer within the Township's boundaries initially will be automatically included in the Aggregation Program on a non-discriminatory basis. However, prior to actual enrollment, each consumer for whom natural gas rates, terms, and conditions have been negotiated will receive a notice from the Township detailing the Aggregation Program's rates, terms, and conditions.

Each consumer will then have a 21-day period to opt out of or decline to participate in the Aggregation Program without additional fees charged. Consumers opting out of the Aggregation Program will remain on Columbia or Vectren's Standard Choice Offer until such time as they select an approved CRNGS Provider. If the term of the Aggregation Program is longer than two years, a similar opt-out period will be offered every two years during which time consumers can leave the Aggregation Program without paying an early termination fee or penalty.

Participants who leave the Aggregation Program and wish to return, consumers who affirmatively choose to participate in the Aggregation Program, and consumers who move into the Township after the initial opt-out period will be afforded the opportunity to enroll in the Aggregation Program on an opt-in basis. However, the Township cannot guarantee rates, terms, and conditions to consumers enrolling in the Aggregation Program after the initial 21-day opt-out period. In the event that a consumer is not initially included in the Aggregation Program and the consumer chooses to participate in the Aggregation Program after it has begun, that consumer may participate in the Aggregation Program by executing a contract to enroll in the established Aggregation Program with the selected CRNGS Provider delineating the rates, terms, and conditions prior to being placed into the Aggregation Program. Consumers may contact the Township's Consultant or CRNGS Provider to obtain current enrollment information and applicable contract.

Participants who relocate within the Township's limits and retain the same natural gas account number will be allowed to continue in the Aggregation Program at their new location under the same terms and conditions as at their former location, provided the utility rate classification is the same at both locations, and subject to any switching fees imposed by the natural gas distribution utility.

The Township, through its Consultant, will negotiate a contract with a CRNGS Provider to implement and operate the Aggregation Program. Contracts for natural gas supply and other related services will be negotiated, recommended, and monitored for compliance by the Township's Consultant on behalf of local consumers.

The Township developed this Plan of Operation and Governance in compliance with Ohio law regarding governmental aggregation programs and opt-out governmental aggregation of natural gas consumers.



After adoption of this Plan of Operation and Governance by resolution or ordinance pursuant to Section 4929.26 of the Ohio Revised Code, the Township will file such Plan with the PUCO and will likewise maintain its certification as a governmental aggregator with the PUCO and its registration as a governmental aggregator with the applicable natural gas utility.

### III. Plan of Operation and Governance

#### A. Definitions

1. **Aggregation:** Combining the natural gas requirements of multiple customers for the purpose of supplying or arranging for the supply of competitive retail natural gas service to those customers.
2. **Aggregation Program Manager or Consultant:** The individual or company retained by the Township to oversee the operation and management of the Township's Aggregation Program.
3. **Competitive Retail Natural Gas Service (CRNGS):** A component of retail natural gas service that is deemed competitive under the Ohio Revised Code or pursuant to an order of the PUCO. This includes, but is not limited to, the services provided by competitive retail natural gas service providers, marketers, aggregators, and governmental aggregators.
4. **Competitive Retail Natural Gas Service Provider (CRNGS Provider):** A person or entity certified by the PUCO and registered with natural gas utility which supplies or offers to supply competitive natural gas supply/service over a natural gas utility's transmission and/or distribution system.
5. **Consumer:** Any person or entity that is an end user of natural gas and is connected to any part of the applicable natural gas utility's transmission and/or distribution system within the Township's boundaries.
6. **Delivery Charge:** Charge imposed by the natural gas utility for delivering natural gas to a consumer's home or business. The charge includes meter reading, billing, maintaining system reliability and responding during emergencies and outages.
7. **Distribution:** The delivery of natural gas to a consumer's home or business through a natural gas utility's infrastructure and other equipment. Natural gas utilities' distribution system operations are regulated by the PUCO.
8. **Natural Gas Supply Charge:** All charges related to the supply of natural gas by the CRNGS Provider.

9. **Governmental Aggregator:** An incorporated Township or city, township, or county acting as an aggregator for the provision of a CRNGS under authority conferred by Section 4929.26 of the Ohio Revised Code.
10. **Ohio Consumers' Counsel (OCC):** The Office of the Ohio Consumers Counsel (OCC) was established by the Ohio Legislature in 1976 to represent the interests of Ohio's residential utility customers served by investor-owned utilities in proceedings before the PUCO, other regulatory agencies, and in the courts.
11. **Participant:** An eligible consumer enrolled in the Township's Aggregation Program.
12. **Public Utilities Commission of Ohio (PUCO):** The state agency charged with assuring that all residential and business consumers have access to adequate, safe, and reliable utility services at fair prices, while facilitating an environment that provides competitive choices.
13. **Standard Choice Offer:** The natural gas service a consumer will receive from its default natural gas service provider if the customer does not choose a CRNGS Provider.

**B. Aggregation Program Management**

Due to the complexity of the natural gas utility industry, the Township has entered into an Energy Management and Consulting Agreement with the Consultant to provide the necessary expertise to represent the Township's interests in legislative and regulatory matters and to serve as the Aggregation Program Manager. Such services may include, but are not limited to, overall management of the Aggregation Program, facilitating consumer enrollment and the opt-out process, assisting with consumer education, addressing consumer questions and concerns, providing reports on program operation, negotiating CRNGS Provider contracts, providing analysis and review of the Township's natural gas service usage and costs, and providing consulting services to aggregate and procure natural gas and/or related services, products, and accounts, and representing the Township in dealings with CRNGS Providers, the Ohio Legislature, the PUCO, and the OCC.

The CRNGS Provider's rates will include an administrative fee, which shall be collected to fund the implementation and administration of the Township's Aggregation Program, including consulting fees. The administrative fee may be adjusted annually to cover the Township's cost of administering the program, including consulting fees.

Oversight of the Aggregation Program will be the responsibility of the Township's Consultant, in consultation with the Township. The Consultant, in



consultation with the Township, will have the authority to develop specifications for the Aggregation Program. The CRNGS Provider will work under the direction of the Consultant with the advice and counsel of the Township.

### **C. Selection of a CRNGS Provider and Contract**

Neither the Township nor its Consultant will buy and resell natural gas to Aggregation Program Participants. The Township, through its Consultant, will negotiate with potential CRNGS providers to provide affordable, reliable natural gas supply, and other related services on behalf of local consumers. The Township will consider cooperating with other governmental aggregators if it appears beneficial to do so.

Through a negotiation process driven by its Consultant, the Township will develop a contract with a CRNGS Provider or Providers for firm, all-requirements service. Each Aggregation Program Participant shall be individually bound by the terms and conditions found in the opt-out notice and the contract and shall be solely responsible for payment and performance. The Township will contract only with a CRNGS Provider that possesses, at a minimum, the following criteria:

1. Is certified as a CRNGS Provider by the PUCO;
2. Is registered with the applicable natural gas utility;
3. Has entered into a service or supply agreement with the applicable natural gas utility as established by the PUCO;
4. Will maintain a database of Aggregation Program Participants, which will include all necessary information for the CRNGS Provider, Township, and Consultant to serve and manage the Aggregation Program;
5. Meets standards of creditworthiness established by the PUCO and/or the natural gas distribution utility;
6. Has or has arranged for a customer call center capable of effectively handling Participants' questions, concerns and disputes in a timely manner using a toll-free telephone number;
7. Holds the Township harmless from any financial obligations arising from offering natural gas and/or related services to Aggregation Program Participants; and
9. Will assist the Township and its Consultant with the filing of reports required by Ohio law and the PUCO.

The CRNGS Provider's contract will run for a fixed term and contain all pricing, charges, switching fees, etc. in clear and easily understandable terms.

The Township will require any CRNGS Provider to disclose any subcontractors that it uses in fulfillment of the services described herein.

**D. Natural Gas Supply Charges**

The Township, through its Consultant, will aggregate natural gas requirements within the Township's applicable boundaries (including Township facilities if appropriate) and negotiate mutually agreeable pricing, terms, and conditions of service with the CRNGS Provider for affordable, reliable natural gas supplies and other related services on behalf of Participants. The Township may pursue this purpose individually or in cooperation with other legislative authorities. CRNGS Providers will supply information on natural gas supply charges by utility customer rate classification or other appropriate pricing category as approved by the Township. All natural gas supply charges will be fully and prominently disclosed in consumer enrollment materials, the opt-out notice, and will be subject to approval by the Township.

**E. Columbia and Vectren's Regulated Customer Classifications and Rates**

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

It is the intention of the Township to offer its Aggregation Program to all eligible residential and non-mercantile commercial customers for which the CRNGS Provider can offer discounted energy costs for those who participate in the Aggregation Program and/or other favorable economic and non-economic terms in the supply agreements compared to the natural gas utility's avoidable costs or price to compare or standard offer service.

**F. Developing the Pool of Eligible Accounts**

The Township or its Consultant shall request the natural gas utility to provide current customer information for all customers within the Township's boundaries. The provided information shall include the following:

- Customer name;
- Customer service address;
- Customer billing address;
- Natural gas utility customer account number;
- Natural gas utility rate code;
- Natural gas utility PIPP code;
- Customer usage data;



- Whether or not a customer has a present contract with a CRNGS Provider; and
- Whether or not a customer has a special service contract with the natural gas utility.

From this information, the Township, its Consultant, and the CRNGS Provider will develop the pool of customers eligible to participate in the Aggregation Program, for which the CRNGS Provider can offer discounted energy costs for those who participate in the Aggregation Program and/or other favorable economic and non-economic terms in the supply agreements.

#### **G. Initial Consumer Notification and Enrollment**

After contract approval by the Township and its Consultant, the CRNGS Provider will work with the Township, its Consultant, and the natural gas utility to identify all eligible consumers within the Township's boundaries.

All eligible consumers will be notified in writing of the rates, charges, and other terms and conditions of participation in the Aggregation Program and that they will be automatically enrolled in the Aggregation Program unless they opt out of, or decline participation in, the Aggregation Program. Consumers will be given 21 days from the postmark date of the opt-out letter in which to notify the Township that they wish to opt out of, or decline participation in, the Aggregation Program without penalty or fees. Consumers opting out of the program will remain on the applicable distribution utility's Standard Choice Offer until such time as they select an approved CRNGS Provider.

Consumers may opt out of the Aggregation Program by returning a post card, by calling a toll free number, or by any other means or form provided in the opt-out letter.

After the initial 21-day opt-out period has elapsed, all eligible consumers who have not notified the Township of their desire to opt out of the Aggregation Program will be enrolled automatically by the CRNGS Provider at the earliest date practicable. No other affirmative steps will be required of consumers in order to be included in the Aggregation Program as Participants.

Consumers ineligible to participate in the Aggregation Program include those customer accounts that are located outside the Township's boundaries, customers who are already in contract with a CRNGS provider, nonresidential customers who qualify as "mercantile customers" under PUCO rules, Percentage of Income Payment Plan (PIPP) consumers or consumers taking service under a similar or successor program, and consumers whose accounts are not current with their present natural gas utility, as appropriate. The aggregation of PIPP customers is under the direction of the State of Ohio.

Eligible consumers enrolled in the Aggregation Program by the CRNGS Provider will receive a letter from their natural gas utility notifying them of their enrollment. Consumers will have seven calendar days to notify the natural gas utility of any objection to their enrollment in the Aggregation Program. The applicable natural gas utility will notify the CRNGS Provider of consumer objections or any reason that a consumer was not enrolled in the Aggregation Program and the CRNGS Provider will maintain a list of customers who have opted out under the Aggregation Program rules.

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

#### **H. Leaving the Aggregation Program**

In addition to the initial opt-out period described above, each Participant will be given an opportunity to opt out of the Aggregation Program every two years without paying an early termination fee or penalty as required by law and PUCO rules. Consumers who choose to opt out of the Aggregation Program at any time other than during the initial 21-day opt-out period or during subsequent opt-out periods offered by the Township may be subject to an early termination fee and may not be served under the same rates, terms, and conditions that apply to other customers served by the natural gas utility.

Any consumer who opts out of the Aggregation Program during the initial opt-out period or subsequent opt-out periods will be returned to their natural gas utility's Standard Choice Offer until such time as the consumer selects another approved CRNGS Provider.

#### **I. CRNGS Provider Responsibilities**

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

The CRNGS Provider will provide and maintain the required computer system to effectively process Aggregation Program enrollments, opt outs, billing, etc., with the applicable natural gas utility.



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

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

**J. New and Returning Participants**

Participants who leave the Aggregation Program and wish to return, consumers who affirmatively choose to participate in the Aggregation Program, and consumers who move into the Township after the initial opt-out period will be afforded the opportunity to enroll in the Aggregation Program on an opt-in basis. However, the Township cannot guarantee rates, terms, and conditions to consumers enrolling in the Aggregation Program after the initial 21-day opt-out period. In the event that a consumer is not initially included in the Aggregation Program and the consumer chooses to participate in the Aggregation Program by executing a contract to enroll in the established Aggregation Program with the selected CRNGS Provider delineating the rates, terms, and conditions prior to being placed into the Aggregation Program. Consumers may contact the Township's Consultant to obtain current enrollment information and applicable contract to opt-in to the established Aggregation Program.

Participants who relocate within the Township limits and retain the same natural gas utility account number will be allowed to continue in the Aggregation Program at their new location under the same terms and conditions as at their former location, provided the natural gas utility rate classification is the same at both locations, and subject to any switching fees imposed by the consumer's natural gas utility. The CRNGS Provider will comply with all local, state and federal rules and regulations regarding discontinuing service to Aggregation Program Participants.

**K. Billing**

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

**L. Questions and Concerns**

The Aggregation Program impacts the natural gas supply of natural gas to the applicable electric distribution utility. The applicable natural gas utility will continue to deliver the natural gas purchased through the Aggregation Program to Participants' homes and businesses through its transmission and distribution system.

Participants with questions or concerns regarding service delivery or safety, such as a service problem or the odor of gas, should continue to contact their natural gas distribution utility. Meter reading or other billing questions should also be directed to their natural gas distribution utility. Questions regarding Aggregation Program enrollment and opting out should be directed to the CRNGS Provider. Any other general questions regarding the Aggregation Program should be directed to the Township's Consultant.

<b>Question or Concern</b>	<b>Contact</b>	<b>Phone Number</b>
Service interruption or safety concern	Columbia	1-800-344-4077
	Vectren	1-800-227-1376
Connect/disconnect service	Columbia	1-800-344-4077
	Vectren	1-800-227-1376
Meter reading/billing	Columbia	1-800-344-4077
	Vectren	1-800-227-1376
Enrollment in or opting out of Aggregation Program	CRNGS Provider OR	1-888-XXX-XXXX
	Township's Consultant, Trebel LLC	1-877-861-2772
Aggregation Program Questions or Concerns	Township's Consultant, Trebel LLC	1-877-861-2772
Unresolved disputes	PUCO	1-800-686-7826 (voice) 1-800-686-1570 (TDD)

**M. Reliability and Indemnification of Consumers**

Natural gas service reliability is essential to Aggregation Program Participants. The Township will strive to provide high-quality service and reliability through provisions of the CRNGS Provider contract, through traditional proceedings related to your natural gas utility's regulated distribution services, and through direct discussions with your natural gas utility concerning specific or general problems related to quality and reliability of its transmission and distribution system.



If for any reason a CRNGS Provider fails to provide uninterrupted service, the Township and its Consultant will attempt to acquire an alternative natural gas supply. If this attempt fails, Participants will default to the applicable natural gas utility's Standard Choice Offer. In no case will Participants be without natural gas as a result of the CRNGS Provider's failure to provide the supply of natural gas. The Township and its Consultant will seek to minimize this risk by contracting only with reputable CRNGS Providers that have demonstrated reliable service. The Township, through its Consultant, also intends to include conditions in its CRNGS Provider contract that will indemnify Participants against risks or problems with natural gas supply service.

#### **N. Participant Rights**

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

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

All Consumers within the Township's boundaries shall be eligible to participate in the Aggregation Program on a non-discriminatory basis, subject to the terms and conditions described herein, Ohio law, PUCO rules and regulations governing natural gas service, and the applicable natural gas utility's approved tariffs.

Service under the Aggregation Program shall be available to all eligible customer classes. CRNGS Provider contracts shall also contain non-discrimination provisions to ensure the equitable treatment of all customer classes.

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

#### **O. Participant Responsibilities**

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

**P. Termination of the Aggregation Program**

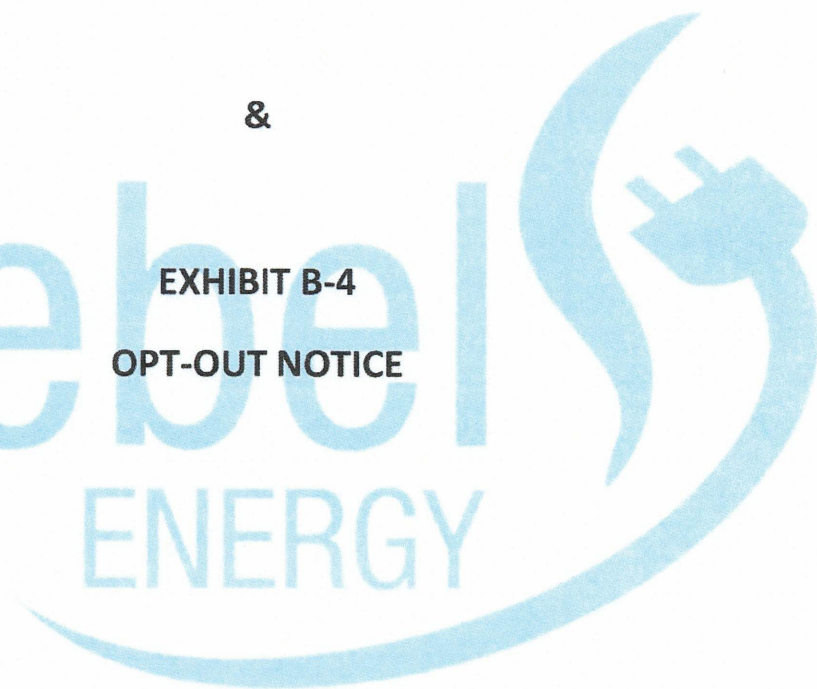
The Aggregation Program may be discontinued upon the termination or expiration of the CRNGS Provider contract without any extension, renewal, or subsequent contract being executed. In the event of Aggregation Program termination, each Participant will receive written notification of the termination at least 60 days prior to such program termination and will have the option to return to the applicable natural gas utility's Standard Choice Offer or select another approved CRNGS Provider.

**EXHIBIT B-3**  
**AUTOMATIC AGGREGATION DISCLOSURE**

**&**

**EXHIBIT B-4**  
**OPT-OUT NOTICE**

**Trebel**  
**ENERGY**







**DO NOT DISCARD:**  
Important Natural Gas Aggregation  
Information Enclosed.

Welcome to the Clay Township  
Natural Gas Governmental  
Aggregation Program!

May 6, 2021

Dear Natural Gas Consumer,  
Clay Township has selected Volunteer Energy as the preferred supplier for the Township's Natural Gas Governmental Aggregation Program. Under this 2014 voter approved program, Township officials bring together citizens in order to gain buying power for the purchase of natural gas from a retail supplier certified by the Public Utilities Commission of Ohio. As the Township's selected supplier, Volunteer Energy is pleased to offer natural gas for your home or business at a rate of NYMEX month end close plus a fixed adder of \$0.129 per Ccf. This rate will be effective from June 1, 2021 through May 31, 2023. Before the end of the term, your community will determine your rate for the next period of the program. **Vectren Energy is still your utility and will continue to provide monthly billing and service.**

**You are automatically enrolled.**

As an eligible Clay Township resident or small business, you are automatically enrolled and **do not need to take any further steps in order to receive this negotiated rate.** Or, you may choose at this time to opt-out of the program by taking the steps outlined below. After you become a participant in the Township's natural gas aggregation program, Vectren Energy will send a letter confirming your selection of Volunteer Energy as your natural gas provider. As required by law, this letter will inform you of your option to cancel your enrollment with Volunteer Energy within seven (7) business days of its postmark date. To remain in the Township's government aggregation program, you don't need to take any action when this letter arrives. You will be automatically enrolled. To learn more about Volunteer Energy and the Governmental Aggregation Program please see the enclosed Terms and Conditions and Frequently Asked Questions (FAQs).

**If you choose to opt-out.**

You don't need to do anything to get this exclusive rate. However, if you decide not to participate in the program we must receive your opt-out response by May 27, 2021 either by mail or phone.

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

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



**ABOUT THE PROGRAM**

- Because of your community's buying power, you will receive a rate of NYMEX month end close plus a fixed adder of \$0.129 per Ccf through May 2023 term.
- You will still receive one bill from Vectren Energy. That bill will simply list Volunteer Energy as your natural gas supplier, along with your negotiated rate.
- You will still contact Vectren Energy for all service calls and emergencies.
- Budget billing and auto payment are still available from Vectren Energy.

[VolunteerEnergy.com/what-is-energy-aggregation/](http://VolunteerEnergy.com/what-is-energy-aggregation/)

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

**AGGREGATION PROGRAM OPT-OUT FORM**

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

Governmental Aggregation opt-out number:



service address:

EMAIL ADDRESS

PHONE

**SIGNATURE REQUIRED** Account Holder

PRINTED NAME

DATE

ACCOUNT HOLDER'S SIGNATURE

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

Detach completed form and return by May 27, 2021 to: **Clay Township Governmental Aggregation Program, Volunteer Energy, 790 Windmill Drive, Pickerington, OH 43147**





## ENERGY SUPPLY TERMS AND CONDITIONS

KEEP FOR YOUR RECORDS

UTILITY..... Vectren Energy  
RATE PLAN ..... Clay Township Natural Gas Aggregation Rate  
PRICE & TERMS..... NYMEX month end close plus \$0.129 per Ccf from June 1, 2021 through May 31, 2023  
CANCELLATION FEE ..... None

These TERMS AND CONDITIONS OF SERVICE have important information you need to know before you commit to natural gas service from Volunteer Energy Services, Inc. ("VESI"). VESI is an Ohio corporation whose customers include a variety of Ohio natural gas end users. As a natural gas supply customer of VESI, you agree to the Terms and Conditions of VESI's natural gas supply contract.

**Service Arrangement:** VESI's energy supply will be delivered to your residence or facility via Vectren Energy's pipeline on a month to month basis. Upon acceptance by the Vectren Energy, the cost will be a rate of NYMEX month end close plus a fixed adder of \$0.129 per Ccf at the burner tip through your May 2023 term.

**Term:** The length of service shall commence when accepted by VESI and shall continue from June 1, 2021 through May 31, 2023 unless otherwise cancelled by either party. Natural gas service will begin within 60 days of acceptance by Vectren Energy. You may terminate natural gas service with VESI by providing a 30-day notice in writing or by telephone to VESI. Vectren Energy will continue to deliver VESI-supplied natural gas to your home at the agreed upon rate.

**Office Locations and Hours:** VESI's offices are located at 790 Windmill Drive, Pickerington, Ohio 43147 and are open from 9:00 A.M. to 4:30 P.M. E.S.T., Monday through Friday. VESI can be reached by telephone at (614) 856-3128 or toll free at 800-977-8374. Telephone service hours are from 9:00 A.M. to 5:00 P.M. E.S.T., Monday through Friday. E-mail address is [sraffeld@volunteerenergy.com](mailto:sraffeld@volunteerenergy.com).

**Bill Payment Process:** Vectren Energy will continue to bill you monthly for natural gas delivery services and also for VESI's natural gas service. Should you fail to pay the bill or fail to meet any agreed upon payment arrangement, Vectren Energy may terminate your service in accordance with its company tariffs, and this agreement with VESI may be automatically terminated.

**Complaint Dispute Resolution:** If you have any complaints regarding your natural gas service or your monthly bill, please contact us at 1-800-977-8374. Upon request, VESI will provide you up to twenty-four months of your payment history without charge. If your complaint is not resolved after you have called VESI, 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). Additionally, the Ohio consumers' council (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.pickocc.org>.

**Emergency Service Problems:** If you become aware of a gas emergency condition, or experience an unanticipated loss of gas service, you should contact Vectren Energy at the telephone number listed on your gas bill.

**Termination/Rescission of Agreement:** You may terminate / rescind your natural gas supply enrollment with VESI within seven (7) business days of the post mark date of the confirmation letter from Vectren Energy. After the initial seven (7) business day period, either you or VESI may terminate the contract at any time by providing the non-terminating party thirty (30) days written notice of such termination, without penalty. You will remain responsible for all natural gas consumed by you prior to the actual termination of service. If your supply contract with VESI is terminated, your natural gas supply will automatically be provided by Vectren Energy under its standard tariff unless or until you choose another supplier. If you voluntarily terminate participation in the Township's natural gas governmental aggregation program, you may be charged a price other than the Vectren Energy regulated sales service rate. **There will be no early termination fees associated with Clay Township's program.** Service will automatically terminate upon the occurrence of any of the following: (1) the requested service location is not served by Vectren Energy; (2) you move outside the Vectren Energy service area or to an area not served by VESI; or (3) VESI terminates your supply agreement and returns you as a customer to Vectren Energy. You have the right to terminate natural gas service with VESI, without penalty, for any reason at any time.

**Program Compliance:** Vectren Energy's deregulation program is subject to the ongoing jurisdiction of the PUCO. If the PUCO cancels the program, this contract is rendered void with no penalty to either party. The laws of the State of Ohio will govern the terms of natural gas supply.

**Change In Law:** In the event that there is a change (including a change in interpretation) in law, administrative regulation, rule, filed tariff (in effect at the start of the Initial Term, not pending and disputed), regulatory design, market or transportation design or structure, ordinance, order, judicial decision, or statute, including, without limitation, changes in utility tariffs and pipeline protocols, or any fees or costs, including any charged by pipelines or utility, or the commencement of enforcement of a change in law or administrative regulation, and such results in VESI incurring additional costs and expenses in providing your natural gas service under this Contract, such additional costs and expenses will be your responsibility and will be assessed in your rate, charges and fees for natural gas service, notwithstanding the type of product you elected.

**Eligibility:** VESI's rate excludes Vectren Energy charges and taxes. Natural gas service is subject to enrollment processing timelines as determined by Vectren Energy and VESI's aforementioned Terms and Conditions of Service. To be eligible to participate in Clay Township's natural gas aggregation program, you must: (1) have a residence or business located in Clay Township; (2) be eligible to receive natural gas from Vectren Energy; (3) meet Ohio non-mercantile requirements; (4) be current with your natural gas payments or payment arrangements; (5) not be enrolled in the PIPP program; and (6) currently not taking natural gas supply service from another natural gas marketer.

If you believe you received this letter in error or are not located in Clay Township, please contact VESI to remove your account from our aggregation list.

790 Windmill Dr. · Pickerington, OH 43147 · p. 800.977.8374 · [volunteerenergy.com](http://volunteerenergy.com)

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

NAME as it appears on your utility bill

SERVICE ADDRESS as it appears on your utility bill

City

STATE ZIP



## Exhibit B-5 "Experience"

### Applicant's Experience and Plan for Providing Aggregation Services:

Due to the complexity of governmental aggregation, the applicant Clay Township "Township" will rely on the energy consulting services of Trebel, LLC to assist them in designing, implementing and maintaining the Program. Trebel, LLC is a PUCO certified Electric Aggregator/Broker (certificate #14-867E and Natural Gas Aggregator/Broker (certificate #12-267G). Trebel, LLC has experience in managing numerous governmental programs in the Ohio market.

Below is a detailed summary of services being provided:

Broker shall provide energy related Services, including but not limited to the following:

- Assist with the preparation and submission of Governmental Aggregation application for the Public Utilities of Ohio ("PUCO");
- Assist with preparation of resolutions, public notices, Plan of Operations and Governance, and communications with residents;
- Evaluate existing electric and or natural gas costs and rates and provide market expertise;
- Where applicable prepare Request of Proposal (RFP);
- Assist with usage data collection and verification;
- Pre-screen all energy suppliers and act as point of contact;
- Work directly with suppliers to meet all requirements related to local governments aggregation plan. This includes preparation of all notifications required to be sent to participants;
- Act as an exclusive sourcing agent with the suppliers;
- Assist with preparation of ongoing reporting requirements of the PUCO; and

Trebel, LLC is a national energy consulting company serving commercial, governmental, small business and residential clients primarily throughout the deregulated energy markets. Our primary mission is to help clients by lowering their energy supply cost, increase site efficiency and leverage state and federal incentive opportunities.



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

**1/9/2023 9:50:24 AM**

**in**

**Case No(s). 19-0128-GA-GAG**

Summary: Application Natural Gas Governmental Aggregator Renewal Application  
for Clay Township- Montgomery County, Ohio. electronically filed by Mr. Scott A.  
Raffeld on behalf of Trebel Energy LLC