

January 12, 2023

Public Utilities Commission of Ohio
Docketing Division, 11th Floor
180 East Broad Street
Columbus, Ohio 43215-3793

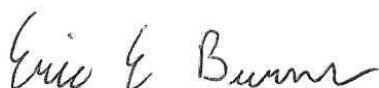
RE: Natural Gas Governmental Aggregator Application for recertification for the City of Loveland (Case 13-0582-GA-GAG)

Attached please find the application for recertification as a Governmental Aggregator of Natural Gas for the City of Loveland. Please file under case number 13-0582-GA-GAG.

Independent Energy Consultants, Inc. is providing aggregation consulting services to the City of Loveland and is filing this application on their behalf.

If you have any additional needs or questions, please call me at 330-995-2675 or email me at eburns@naturalgas-electric.com

Sincerely,



Eric Burns
Director, Aggregation & Sales

Attachments



Public Utilities Commission

Competitive Retail Natural Gas Service (CRNGS)
Governmental Aggregator Application

Case Number: 13 0582 -GA-GAG

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

A. Application Information

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

Provide the name and contact information of the business entity.

Legal Name: City of Loveland
Street Address: 120 West Lovland Avenue
City: Loveland State: OH Zip: 45140
Telephone: 513-683-0150 Website: www.lovelandohio.gov

A-2. Contact person for regulatory matters.

Name: Eric Burns
Street Address: 215 W Garfield Rd, STE 210
City: Aurora State: OH Zip: 44202
Telephone: 330-995-2675 Email: eburns@naturalgas-electric.com

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

Name: Eric Burns
Street Address: 215 W Garfield Rd, STE 210
City: Aurora State: OH Zip: 44202
Telephone: 330-995-2675 Email: eburns@naturalgas-electric.com

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

Street Address: 215 W Garfield Rd, STE 210
City: Aurora State: OH Zip: 44202
Toll-free
Telephone: 888-862-6060 Email: info@naturalgas-electric.com

B. Managerial Capability

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

B-1. Authorizing Ordinance.

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

B-2. Operation and governance plan.

Provide a copy of the applicant's plan for operation and governance of its aggregation program adopted pursuant to Section [4928.20\(C\)](#), [4929.26\(C\)](#), and/or [4929.27\(B\)](#) of the Ohio Revised Code and in accordance with [4901:1-21-16](#) and/or [4901:1-28-03](#) of the Ohio Administrative Code.

B-3. Opt-out disclosure notice.

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

B-4. Experience and plans.

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

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

Signature

Title

Date

Competitive Retail Natural Gas Service Affidavit

County of Hamilton, Clermont, Warren :

State of Ohio :

Mr. S. Kenney, Affiant, being duly sworn/affirmed, hereby states that:

1. The information provided within the certification or certification renewal application and supporting information is complete, true, and accurate to the best knowledge of affiant, and that it will amend its application while it is pending if any substantial changes occur regarding the information provided.
2. The applicant will timely file an annual report of its intrastate gross receipts and sales of hundred cubic feet of natural gas pursuant to Sections 4905.10(A), 4911.18(A), and 4929.23(B), Ohio Revised Code.
3. The applicant will timely pay any assessment made pursuant to Sections 4905.10 and 4911.18(A), Ohio Revised Code.
4. Applicant will comply with all applicable rules and orders adopted by the Public Utilities Commission of Ohio pursuant to Title 49, Ohio Revised Code.
5. Applicant will cooperate fully with the Public Utilities Commission of Ohio and its staff on any utility matter including the investigation of any consumer complaint regarding any service offered or provided by the applicant.
6. Applicant will comply with Section 4929.21, Ohio Revised Code, regarding consent to the jurisdiction of the Ohio courts and the service of process.
7. Applicant will comply with all state and/or federal rules and regulations concerning consumer protection, the environment, and advertising/promotions.
8. Applicant will inform the Public Utilities Commission of Ohio of any material change to the information supplied in the application within 30 days of such material change, including any change in contact person for regulatory purposes or contact person for Staff use in investigating consumer complaints.
9. The facts set forth above are true and accurate to the best of his/her knowledge, information, and belief and that he/she expects said applicant to be able to prove the same at any hearing hereof.

10. Affiant further sayeth naught.

City Manager
Signature of Affiant & Title

Sworn and subscribed before me this 1st day of January, 2023
Month Year

Cory Wright, Assistant City Manager
Signature of official administering oath

Print Name and Title



My commission expires on Nov. 1, 2024

CORY W. WRIGHT
Notary Public

In and for the State of Ohio
My Commission Expires
November 1, 2024

EMERGENCY ORDINANCE 2013 - 13

Ordinance acknowledging the authorization and establishment of a natural gas Governmental Aggregation Program ("Aggregation Program") with opt-out provisions pursuant to Section 4929.26 of the Ohio Revised Code for the residents, businesses, and other natural gas consumers in the City of Loveland; authorizing the City Manager to execute a supply agreement with a P.U.C.O. certified supplier; and declaring an emergency

WHEREAS, on November 6, 2012, Loveland residents voted in favor of the City having the authority to aggregate the retail natural gas loads located in the City and to enter into service agreements to facilitate for those loads the sale and purchase of natural gas pursuant to Section 4929.26 of the Ohio Revised Code; and

WHEREAS, after the passage of the ballot, the City Council held two public hearings as required by Ohio Revised Code 4929.26(c) to explain customer rights in an "opt-out" aggregation and to adopt a Plan of Operations and Governance for its natural gas governmental aggregation program.

NOW, THEREFORE BE IT ORDAINED by the Council of the City of Loveland, Hamilton, Clermont and Warren County, Ohio:


Section 1. That the City Council of Loveland acknowledges the affirmative vote of the electorate on November 6, 2012, thereby granting authority to the City of Loveland to establish a natural gas aggregation program.

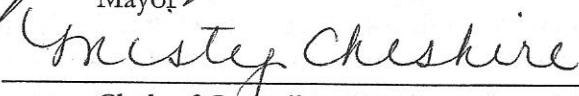
Section 2. That this Council hereby adopts the City of Loveland's Plan of Operations and Governance, attached hereto and incorporated herein by reference as Exhibit A, for the implementation and administration of the City's natural gas aggregation program in accordance with Ohio Revised Code 4929.26(c).

Section 3. That the City Manager is hereby authorized to enter into a natural gas supply service agreement with a P.U.C.O. Certified Retail Natural Gas Service Supplier to facilitate the sale and purchase of natural gas in the City's opt-out program.

Section 4. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including section 121.22 of the Ohio Revised Code.

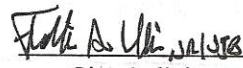
Section 5. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the health, safety, welfare and morals of the City of Loveland, and is necessary in order to begin the process of P.U.C.O. certification at the earliest possible date.



Mayor


Clerk of Council

Approved as to Form:



City Solicitor

First Reading: 2-12-13
Second Reading: Emergency
Passed: 2-12-13

CITY OF LOVELAND NATURAL GAS AGGREGATION PROGRAM

PLAN OF OPERATION AND GOVERNANCE

For additional information contact:
Eric Burns, Director, Aggregation & Sales
Independent Energy Consultants, Inc.
Ph: (330) 995-2675



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(A) Introduction

This aggregation plan has been developed in compliance with Ohio Revised Code, Section 4929.26 regarding governmental aggregation of natural gas service.

The City of Loveland ("City") passed the necessary resolution to place the issue of Opt-out Governmental Aggregation of natural gas on the November 6, 2012 ballot. The ballot issue subsequently passed. The City will follow the Plan of Operation and Governance ("Plan") outlined below. This Plan was adopted after two public hearings were held in accordance with section 4929.26 (C) of the Ohio Revised Code.

(B) Operation and Governance Plan Detail

(1) Description of Services and Professional Assistance

The City's Aggregation Program ("Program") seeks to aggregate the retail natural gas loads of consumers located in the City to negotiate favorable rates for the supply of Natural Gas. Favorable shall mean rates lower than those available to individual residents at the time. The City may also select an offer based on beneficial terms and conditions not available through the regulated utility. Fixed-rate pricing that would provide stability, particularly during the heating season, would be an example of a beneficial condition.

With a City population of approximately 12,000 the Program has the potential to combine residential accounts and small commercial accounts into a buying group that will be attractive to Certified Retail Natural Gas Service (CRNGS) suppliers. Participation in the Program is voluntary. Any individual customer ("Member") has the opportunity to decline to participate in the Program through an opt-out process and to return to Duke Energy (Duke) supply or to enter into a service contract with any CRNGS supplier.

The City will administer an opt-out aggregation Program that will automatically include all eligible natural gas accounts within the City boundaries.

Residential and small commercial natural gas customers often lack the ability to effectively negotiate natural gas supply services. The City's Program provides them an opportunity to benefit from professional representation and bargaining power achieved through an aggregation Program. The aggregation Program is designed to reduce the amount Members pay for natural gas and to gain other favorable terms of service such as price stability.

Due to the complexity of deregulation of the Natural Gas utility industry, the City has entered into contract with Independent Energy Consultants, Inc. (Independent Energy Consultants), a PUCO certified broker and aggregator of natural gas and electricity. Among other things, Independent Energy Consultants will provide these consulting services:

- Draft and assist in maintaining the Plan of Operation and Governance;
- Lead any required Public Hearings and attend City Council meetings upon request;

City of Loveland Exhibit B-2 "Operation and Governance Plan"

- Assist the City in the day-to-day administration of Program (problem resolution, press releases, PUCO compliance, supplier liaison, contract review, etc.);
- Administer the Request for Proposal process, analyze supplier responses and provide recommendations for the supply agreement;
- Review customer data provided by Duke Energy that would serve as the basis for an Opt-Out Notice;
- Track the performance of the selected supplier, report on Program participation and provide an analysis of current and future market conditions; and
- Write/prepare reports on a quarterly/annual basis to the City, PUCO and Ohio Consumers' Counsel.

The City through its consultant, Independent Energy Consultants, will seek bids and negotiate with CRNGS suppliers. The City will not assume title to natural gas. It will not buy and resell natural gas to the Members of the Program. Instead, the City will competitively bid and negotiate a contract with a Competitive Retail Natural Gas supplier to provide natural gas supply to the Members of the aggregation Program. Similarly, the City will not handle billing or scheduling of natural gas. Those responsibilities rest with Duke Energy and selected supplier.

Only Suppliers meeting strict criteria will be considered.

- Suppliers will need to be certified by the Public Utilities Commission of Ohio;
- Registered with Duke Energy to do business in their service territory. Both the certification and registration ensure that Suppliers possess the managerial, technical, and financial competence to perform the services they offer
- Successfully completed Electronic Data Interchange (EDI) computer system testing with Duke Energy to support Governmental Aggregation Program transactions;
- Agree to hold harmless the City from any financial obligations arising from the Program;
- The selected CRNGS suppliers will need to agree to notify the City and negotiate with the City at least 60 days in advance of attempting to terminate the agreement for any reasons other than (i) the scheduled end date or (ii) Force Majeure; and
- The City shall review the creditworthiness of the selected CRNGS supplier. Should the City have concerns about the CRNGS supplier's current or projected financial stability at the time a contract is entered, the selected supplier may be required to demonstrate its creditworthiness by providing:
 - a Letter of Credit; or
 - a Parental Guaranty from a company that is deemed creditworthy; or
 - a Surety Bond.

Details of the credit type and amount will be subject to negotiation.

(2) Determination of Rates

Through the efforts of its consultant, Independent Energy Consultants, Inc., the City will seek proposals from CRNGS suppliers. The request for proposals shall require the CRNGS suppliers to offer firm, full-requirements natural gas supply. CRNGS suppliers will bid by Duke Energy customer rate schedule or customer class. CRNGS suppliers will be

City of Loveland Exhibit B-2 "Operation and Governance Plan"

encouraged to bid on as many natural gas accounts as possible, but it is recognized that from a practical standpoint it is not likely that bids will be received for larger commercial and industrial accounts that require individual price analysis. Furthermore, commercial and industrial customers consuming more than 5000 Ccf/year are classified as mercantile customers and are ineligible to participate in a governmental aggregation Program.

The prices to be charged to Members in the Program will be set by the City Council, or their designee, after negotiations with the selected CRNGS Supplier. Members will be notified of the rates and terms of the Program through a direct mailing sent to each eligible resident and business within the City limits. Once offers are found a table similar to the one shown below will be populated to reflect the offer rates.

Customer Class	Rate Schedule	Supplier Offer (\$/Mcf)	Term
Residential Sales Service	RS	3.478	Thru Mar 2024
General Sales Service	GS	3.478	Thru Mar 2024

Neither the City nor the selected supplier will impose any terms, conditions, fees, or charges on any Member served by the governmental aggregation unless the particular term, condition, fee, or charge is clearly disclosed to the Member at the time the Member chose not to opt-out of the aggregation.

Members may terminate their agreement without penalty if they relocate outside of the City. Members that leave for other reasons may be assessed an early termination fee by CRNGS supplier. Early termination fees are standard in most natural gas contracts. The City will negotiate with the CRNGS supplier to ensure that any early termination fee assessed is reasonable and clearly stated in the opt-out disclosure notice.

There is no switching fee for Members leaving Duke Energy supply service to select a CRNGS supplier. Members will remain responsible for all other billable charges, such as, taxes, Duke Energy transportation charges, monthly service charge, etc.

The City of Loveland will not accept a CRNGS supplier offer that is not favorable at the time for the majority of Members of a given customer class or rate schedule. It is, however, the individual Member's responsibility to carefully review the price, terms and conditions of an offer to determine if the offer is in their best interest. The City will not be responsible for any Member's decision to remain in or opt-out of the Program.

(3) Plan for Providing Opt-Out Notice

When a successful supply offer is found the City shall order the eligible customer list from Duke Energy. Duke Energy shall turn over the list to the City or its consultant upon request. Once the list is obtained, it will be shared with the selected CRNGS supplier and they will have 30 days from the City's receipt of the data to mail the Opt-Out Notices

to all eligible Members receiving an offer. The selected CRNGS supplier and the City will agree upon the format of the Opt-Out Notice and will docket a sample with the PUCO at least ten days prior to mailing it to eligible Members.

The selected CRNGS supplier will be required to pay for printing and mailing of opt-out disclosure notices. The notices will be mailed to the owner or occupant residing at the natural gas account mailing address shown on Duke Energy's customer list. A City official's name will be on the notice and it will contain the City's name and/or logo visible on the outside of the mailer to clearly indicate to the recipient that it is a notice from the City.

Prior to mailing Opt-Out Notices a thorough review will be performed to see that all eligible Members receiving an offer are sent the notice. The review process will include the efforts of numerous parties and utilize a number of resources as specified in section four of this Plan.

Following acceptance of an offer by the City, the CRNGS supplier will mail Opt-Out Notices to eligible Members receiving a favorable offer. Members will have 21 days from the postmark date on the notice to postmark the return opt-out card if they do not wish to participate in the City's Program. Members may also call the CRNGS supplier's toll-free recorded phone number to opt-out. The selected CRNGS supplier will not enroll those accounts opting out from the Program.

In the event that an eligible Member is inadvertently not sent an Opt-Out Notice and is omitted from the Program, the CRNGS supplier shall, upon request, enroll the eligible Member at the group rate for the remaining term.

All members of the Program will also be given an opportunity to opt-out without penalty at least once every two years.

(4) Process for Determining the Pool of Customers

Under the opt-out aggregation provisions, all eligible natural gas consumers within the City will be automatically included in the Program. However, such customers will be given prior notice entitling them to affirmatively elect not to be part of the Program.

Prior to mailing Opt-Out Notices a thorough review will be performed to see that all ineligible customers are excluded. The review process will include the efforts of numerous parties and utilize a number of resources:

- Duke Energy will query their customer database using best efforts to capture all accounts within the City limits;
- The City's consultant working with the CRNGS supplier, available City resources and publicly available material shall screen out customers who are not located within the City limits. Those resources may include any or all of the following: Property records, water and/or sewer records, fire and/or police department address records, 911 address records, street listings, City maps, internet maps, county parcel mapping databases, and geographical information systems (GIS);
- Ineligible accounts will be screened out based on codes provided in the Duke Energy data; and

City of Loveland Exhibit B-2 "Operation and Governance Plan"

- The data shall be reviewed to see that all zip codes have been included, all streets included, all customer classes, all customer rate codes, and finally that an expected total for a community of this population was turned over.

Any potential Member who suspects they were inadvertently omitted from the Program will likely have to contact Duke Energy for an explanation. The Duke Energy customer list provided to the City will not include customers who are already served by a CRNGS supplier, participate in PIPP, are classified as mercantile, or are in arrears with their bill payment. Because of this, the City, its consultant, and CRNGS supplier will not be able to determine if a potential Member is ineligible or was inadvertently omitted.

Customers who have opted-off the standard customer information list are required to be included in an opt-out program assuming they meet the other eligibility requirements. If needed, the City will request a separate list of those customers from Duke Energy so they can be given an opportunity to participate in the Program.

Customers who meet the following criteria will become Members of the aggregation Program:

- Are up to date with their bill payment;
- Have not opted-out of the Program;
- Are currently supplied natural gas by the local utility, Duke Energy;
- Are not mercantile customers;
- Have not exercised their right of rescission; and
- Are not part of the Percentage of Income Payment Program (PIPP).

(5) Customer Billing Procedures

The City will utilize the coordinated billing services of Duke Energy and the selected CRNGS supplier. Most customers are expected to receive a single bill from Duke Energy that itemizes among other things, the cost of natural gas provided by the CRNGS supplier. In some instances, particularly for commercial accounts, the CRNGS supplier may request that dual billing be used. In this case the supplier would issue a bill for their supply service and Duke Energy would issue a bill for their delivery services.

Members currently on budget billing will continue to be budget billed. Duke Energy's process will remain the same. Members wishing to start budget billing should contact Duke Energy. The process will take place in accordance with Duke Energy's policy and is not unique to the City's Program.

Members are required to remit and comply with the payment terms of Duke Energy and/or their supplier if dual billing is used. This Program will not be responsible for late or no payment on the part of any of its members. Furthermore, slow or no payment on the part of some Members will not adversely impact the rates charged to other Members. The selected supplier shall not charge more than 1 ½ percent per month for overdue balances owed to the selected supplier.

(6) Credit and Deposit Policies

City of Loveland Exhibit B-2 "Operation and Governance Plan"

Collection and credit procedures remain the responsibility of Duke Energy, the selected supplier and the individual Member. Members are required to remit and comply with the payment terms of Duke Energy. This Program will not be responsible for late or no payment on the part of any of its Members. The City will have no separate credit or deposit policy.

(7) Governmental Aggregator's Customer Service Procedures and Dispute Resolution

Members will have multiple means of addressing complaints. As a general rule, concerns regarding service reliability and billing should be directed to Duke Energy. They continue to read meters, handle billing and generally have the most information about a customer's account. Questions regarding the Program administration should go to the City or Independent Energy Consultants. Unresolved disputes between Members and the supplier or Duke Energy should be directed to the Public Utilities Commission of Ohio or the Ohio Consumers' Counsel for residential accounts. Listed below is a table of local or toll-free numbers for Members to call for assistance.

Nature of Complaint	Contact	Phone Number
Service interruptions or emergencies	Duke Energy	1-800-634-4300
Service turn on/off	Duke Energy	1-800-544-6900
Billing disputes – Delivery charges	Duke Energy	1-800-544-6900
Billing disputes – Supplier charges	IGS Energy	1-877-353-0162
Joining/Leaving Program	IGS Energy	1-877-353-0162
Aggregation Program questions	City of Loveland Independent Energy Consultants	1-513-683-0150 1-888-862-6060
Unresolved disputes	Public Utilities Comm. (voice)	1-800-686-7826
Unresolved disputes	Public Utilities Comm. TDD/TTY	1-800-686-1570
General information – residential	Ohio Consumers' Counsel	1-877-742-5622

(8) Members Moving Into/Within the Aggregation (New Customer)

Utility rules require that people moving into a different residence, new construction or otherwise, be assigned a new account number and be served for at least one month by the local utility before they can switch to a new supplier. The above-mentioned is an example of utility rules approved by the PUCO that will impact the operation of Loveland's aggregation Program.

Residents and businesses that move into the City will not be automatically included in the City's Program. The City cannot guarantee the rates, terms and conditions to Members enrolling after the initial 21-day opt-out period. Members wishing to affirmatively enroll into the Program may contact the City or the CRNGS supplier to obtain enrollment information. There is, however, no guarantee that customers requesting such enrollment at a date

outside of an opt-out enrollment period will receive the same price, terms and conditions as did the initial participants. The selected CRNGS supplier's decision whether or not to

extend an offer will be based, in part, on the market prices at the time of request.

Members who move within the City limits and are assigned a new account number by Duke Energy will be treated in the same manner as a new resident. They will not be automatically enrolled, but may contact the CRNGS supplier concerning re-enrollment. Once again, there is no guarantee that the CRNGS supplier will extend an offer, or an offer that is the same as that of the initial enrollees.

(9) Members Moving Within the Aggregation (Same Account Number)

The selected CRNGS supplier shall continue service at the same rate and under the same terms and conditions for any Member who relocates within the City prior to the expiration of the contract term, providing that the Member notifies the CRNGS supplier of their desire to do so with thirty (30) days written notice. Moving within the City may cause the Member to be served for a brief period of time by the local utility.

(10) Joining the Program at a Later Date

Members desiring to join the Program at a later date during the midst of an ongoing supply agreement will be treated similar to Members moving into the City. They will need to contact the City or its supplier to obtain enrollment information. They will follow a standard enrollment approach. There is however, no guarantee that customers doing so at a later date will receive the same price, terms and conditions as did the initial Members. Suppliers are unable to hold price offerings for an unlimited amount of time, and if the community asks for such a requirement, the price offering received from suppliers will be higher to reflect the greater risk. Residents affirmatively enrolling into the City's Program will be responsible for knowing if there is a switching fee for leaving their current supplier.

In the event of a high rate of attrition from the Program or population growth within the City, the City may request the selected CRNGS supplier to conduct a subsequent opt-out campaign during the term of a supply agreement. If this were to occur, the Opt-Out Notice would be sent to newly eligible Members and would not be sent to anyone who had previously opted-out of the current supply agreement.

(C) Availability of Plan of Operation and Governance

The City will maintain a copy of this Plan of Operation and Governance on file at its Administrative office. This Plan will be kept available for public inspection. It will, upon request, be copied for any existing or potential Members of the aggregation in accordance with the City rules for copying public documents.

(D) Altering the Plan of Operation and Governance

The City will not alter its Operation and Governance Plan in any way that would materially affect the customers of the aggregation without first providing notice to all affected Members and providing these Members the opportunity to opt-out of the aggregation according to the procedures established for the initial opt-out disclosure notice set forth in

rule 4901:1-28-04 of the Administrative Code. In the event of a material change, the City will provide a notice explaining the changes to the Plan, and informing the Members of

their right to opt-out of the aggregation without penalty, and identifying the method and time frame for the customer to opt-out.

(E) Certification Prior To Sending Opt-Out Notices

The City will become certified as a Governmental Aggregator of natural gas (by the PUCO) prior to sending opt-out disclosure notices to potential Members of the Aggregation Program.

(F) Opt-out Disclosure Policies

Prior to including a customer's natural gas account or accounts in an aggregation, the City in cooperation with the selected CRNGS supplier, will provide each eligible Member a written Opt-Out Notice conforming to the requirements of Ohio Administrative Code Section 4901:1-28-04.

The City in cooperation with the selected CRNGS supplier will provide each Member the opportunity to leave the Program, free of charge, at least once every two years. The notice will follow the format and requirements of the initial opt-out notification and will include any changes to the price or terms and conditions of the Program.

(G) Cooperation Between Natural Gas Companies and Governmental Aggregators

The success of the City's Aggregation Program relies in part to the cooperation it receives from Duke Energy. In addition to other tasks, Duke Energy must turn over accurate customer data and perform the customer switching process in a timely manner. The City will comply with O.A.C. section 4901:1-28-05, and will hold Duke Energy to its obligations under the same.

(H) Termination of the Aggregation Program

The Natural Gas Aggregation Program may be terminated upon the termination or expiration of the supply contract without any extension, renewal or subsequent supply contract being negotiated. Each individual Member receiving natural gas supply service under the Program will receive notification 45-90 days prior to termination of the Program. In the event of termination, Members in the City aggregation Program would either return to Duke Energy supply service or choose a CRNGS supplier on their own.

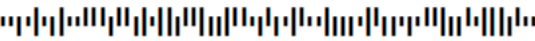
If the City is unable to find a satisfactory offer at the end of an existing supply agreement, they have the option of maintaining their status as a Governmental Aggregator while they continue to seek offers for their Members.

The selected CRNGS suppliers will need to agree to notify the City and negotiate with the City at least 60 days in advance of attempting to terminate the agreement for any reasons other than (i) the scheduled end date or (ii) Force Majeure.

IGS.com | PO Box 9060 Dublin, OH 43017 | Phone: 877-353-0162 | Fax: 800-584-4839



1 - 1 - 0123456 - (12282220) - Agg-Test
TEST CUSTOMER
6100 EMERALD PKWY
DUBLIN OH 43017



Dear Resident or Small Business Owner: January 27, 2020

Thank you for your participation in the City of Loveland Natural Gas Aggregation Program. The City of Loveland has again chosen IGS Energy of Dublin, Ohio as your supplier of gas.

As you may recall, City Council approved Ordinance number 2013-13 adopting this program after voters approved the implementation of the program on February 12, 2013. Your participation in the City of Loveland program will renew with your April 2020 billing period and end with your March 2024 billing period unless you opt-out. Only residents living within the City of Loveland limits are eligible to participate in this program.

Your rate under the City of Loveland Natural Gas Aggregation Program will be **\$0.3478 per CCF** through your March 2024 billing period. Please refer to the "Price" Section of the accompanying Terms and Conditions for full details of all pricing.

You will be automatically re-enrolled in the City of Loveland Natural Gas Aggregation Program unless you choose to "opt out" – that is, to not participate. There is no cost for enrollment. You do not need to do anything to be included. You may cancel your enrollment from this program at any time with no cancellation fee by providing notice to IGS Energy.

If you want to be excluded from the City of Loveland Natural Gas Aggregation Program you must return the enclosed "Opt-Out" form or contact IGS Energy at 1-877-353-0162 by February 17, 2020. If you do not opt out at this time, you will be re-enrolled in the program until it expires with your March 2024 billing period.

Under this program, IGS Energy will continue to deliver your gas to Duke Energy (Duke) and then Duke will deliver that gas to you. Duke will maintain the pipeline system that delivers natural gas to your home or business. Duke will continue to read your meter and will continue to send you a monthly bill that will include the gas supply charge from IGS Energy plus sales tax instead of Duke's Gas Cost Recovery (GCR) plus gross receipts tax. You will still contact Duke regarding loss of gas service, odor of gas, or for any other concerns or issues having to do with your local service. Budget billing and automatic billing options will continue to be available through Duke.

If you have any questions please call IGS Energy at 1-877-353-0162, weekdays, from 8:00 a.m. to 8:00 p.m. EST. For general information on natural gas deregulation in Ohio, you can also visit the Web Sites of the Ohio Consumers' Counsel (www.occ.ohio.org) or the Public Utilities Commission of Ohio (www.PUCO.ohio.gov).

Sincerely,

The City of Loveland and IGS Energy

*P.S. Remember to return the "Opt-Out" form only if you do **not** want to participate in the City of Loveland Natural Gas Aggregation Program.*

If the home or small business for which you have received this letter is not located within the City of Loveland limits, you have received this letter in error. Please contact IGS Energy at 1-877-353-0162 to be removed from the aggregation list.

You are not eligible to participate in this program if you are currently enrolled in the PIPP program.

11 digit account number as it appears on your Duke Energy gas bill.

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I wish to opt out of The City of Loveland Natural Gas Aggregation Program.

Name (Please Print) _____
Address _____
City, State, Zip _____
Phone Number _____
Email Address _____
Signature (REQUIRED) _____

(Check box to opt out.)
☐



City of Loveland Exhibit B-3 "Opt-Out Disclosure Notice"

My Natural Gas Supply Agreement with IGS Energy®

IECDUKE-LOVELAND20-OPTOUT

Keep for your records

Term: The community’s opt-out government aggregation program (the “Program”) and my service with Interstate Gas Supply, Inc. (elsewhere referred to as “IGS Energy” and the consumer will be referred in the first person, “my”, “me” or “I”) as my supplier on the Program will begin within one to two billing cycles after my enrollment or rate change is confirmed with the utility company and shall continue through my **March 2024** utility billing cycle, unless notified otherwise. IGS Energy will supply the commodity portion of my natural gas and Duke Energy will be my Natural Gas Distribution Company (“NGDC”). I can contact the IGS Energy choice department by phone at 1-877-353-0162, by fax at 1-800-584-4839, in writing at P.O.Box 9060, Dublin, OH 43017, or through their web site at <http://www.igsenergy.com>.

Regulatory: The NGDC's choice program and the government aggregation for my community are subject to ongoing Public Utilities Commission of Ohio (PUCO) jurisdiction, and I understand that if the choice program or this Program is terminated, this Agreement may be terminated, without penalty to either party.

Price: My price through the March 2024 NGDC billing cycle shall be \$0.3478 per Ccf which does not include applicable sales tax or NGDC transportation and other charges.

Renewal: If my community’s governmental aggregation continues, at least every two years from the establishment of this Program the government aggregator or its supplier shall provide me notice of my right to opt out of the aggregation without penalty. The process for providing me with notice of my right to opt-out shall include a provision for me to return a post card or similar notice to the governmental aggregator or the supplier. For renewals, I will have at least twenty-one days from the post mark date on the written notice to choose to opt out of the Program, and my return post card or notice that is post marked before the opt out deadline has elapsed shall count as timely sent. The notice will follow the procedures established for the initial opt-out notice set forth in this rule and shall prominently disclose to customers all changes to the terms and conditions associated with the aggregation. I am entitled to opt-out of the government aggregation program at least every two years from the commencement sent date of the Program, without a penalty. If I am in the Program when the Program is renewed and I do not exercise my right to opt-out, I will be continued in the Program.

Rescission Period: I will have 21 days from the post mark date of my opt-out notice to exercise my right to opt-out of my community’s Program. If I do not opt-out of the Program, IGS Energy will submit my enrollment to the NGDC and if I am new to the Program or a new customer to IGS Energy I will have 7 business days from the post-mark date of the confirmation notice sent by the NGDC to rescind my enrollment. I can rescind my enrollment by contacting the NGDC in writing or by telephone at the number provided on the confirmation notice within that 7 day period. Otherwise, I can cancel this agreement as detailed below.

Cancellation: Either party can cancel this Agreement within the first 30 days of enrollment with IGS Energy by providing the other with notice of cancellation, with no cancellation fee. At any other time either party can cancel this agreement with notice to the other, without a cancellation fee. Cancellation notices provided after the NGDC deadline may result in additional month(s) of service beyond the cancellation notice date, as the effective date of all cancellations are subject to NGDC guidelines and I agree to continue to pay for my service with IGS Energy for all periods billed with IGS Energy. I understand that if I switch my service to another supplier or back to the NGDC an NGDC switching fee may apply under the NGDC’s tariff and the NGDC may charge a price other than the NGDC commodity rate.

Contact and Dispute Resolutions: In the event of a billing dispute or issues regarding volume or metering, I should contact the NGDC at the number listed on their bill. For other questions or concerns about pricing, I can contact the IGS Energy choice department by phone weekdays from 8:00 a.m. to 8:00 p.m. EST at 1-877-353-0162, by fax 1-800-584-4839, in writing at P.O. Box 9060, Dublin, OH 43017, or through their web site at www.igsenergy.com. Also, I can contact IGS Energy through e-mail at choice@igsenergy.com. If my questions or concerns are not resolved after I have called IGS Energy, or for general utility information, residential and business customers may call the Public Utilities Commission of Ohio (PUCO) toll free at 1-800-686-7826 or for TDD/TTY toll free at 1-800-686-1570, from 8:00 a.m. to 5:30 p.m. weekdays, or visit the PUCO website at www.puco.ohio.gov. The Ohio Consumers Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted toll free at 1-877-742-5622 from 8:00 a.m. to 5:00 p.m. weekdays or visit www.pickocc.org.

Billing: For my convenience I will receive only one bill, which will be issued by the NGDC each month and will contain IGS Energy’s gas price plus applicable taxes and all of the NGDC’s transportation and other applicable charges, including any late fees assessed by the NGDC. I agree to continue to pay the NGDC for the entire gas bill under the NGDC’s payment terms and conditions. If I pay under the budget bill payment plan, I understand that this service is available and will remain available. IGS Energy reserves the right to issue an invoice to me directly, such invoice would contain IGS Energy’s gas price and may also contain applicable taxes and all of the NGDC’s transportation and other applicable charges. If IGS Energy invoices me directly and I fail to pay within the terms specified on the invoice(s) a late fee of 1.5% per month on all past-due amounts will apply. If IGS Energy bills me directly for services provided, IGS Energy may terminate this Agreement with fourteen (14) days written notice should I fail to pay the bill or meet any agreed-upon payment arrangements. If I fail to pay my invoices timely which include IGS Energy charges, the NGDC may disconnect my service, according to tariff guidelines. I may request, at no charge, up to 24 months of my payment history for services rendered by IGS Energy. Other than for operation, maintenance, assignment and transfer of my account or, where IGS Energy is performing billing services, or for commercial collections, IGS Energy will not disclose my account number to any other third party without my affirmative written consent or electronic authorization or pursuant to a court or Commission order and that, other than for credit checking and credit reporting, if IGS Energy is performing billing services, IGS Energy will not disclose my social security number without my affirmative written consent or pursuant to court order. I authorize IGS Energy to obtain my billing payment and usage history from the NGDC.

Assignment: This contract is assignable by IGS Energy without my consent subject only to required regulatory approvals. IGS will use its best efforts to give the NGDC and me thirty (30) days written notice prior to any assignment.

Moving/Termination: I understand that this contract will automatically terminate, without penalty, if I relocate outside my community aggregation Program boundaries, or if the requested service location is not served by the NGDC. Also, I understand that I have the right to terminate this Agreement, without penalty, if I relocate inside the NGDC service territory and the NGDC does not have contract portability and if IGS Energy agrees to allow me to continue. In such instances, I would have to enroll with IGS Energy under a new agreement, as this Agreement is only valid for opt-out government aggregation. I understand that I am not entitled to the pricing or service from IGS Energy hereunder at my new location until such time as the NGDC accepts my enrollment with IGS Energy at my new location and/or transfers my contract to my new location and that the pricing hereunder will not be extended for additional months that I was not with IGS Energy, unless agreed to in writing by IGS Energy. Except as provided in this Agreement, If IGS Energy returns me to the NGDC’s sales service, this Agreement will terminate without penalty to me.

Eligibility / Limitation of Liability / Jurisdiction: This Agreement is for residential and small commercial customers that use 5,000 CCF a year and are otherwise eligible for opt-out government aggregation programs. IGS Energy and my community shall use its best efforts to ensure that only eligible customer accounts within its governmental boundaries and customers who have not opted out are included in its aggregation. If ineligible accounts, accounts from outside of the governmental aggregator’s governmental boundaries, or accounts for customers who opted out of the aggregation are switched to the governmental aggregation, as soon as IGS Energy is aware of such event the governmental aggregator (or IGS Energy) will promptly contact the natural gas company to have the customer switched back to the customer’s former supplier, and will pay any switching fee imposed by the NGDC for such switch. Participation in the program is subject to the rules of the NGDC and the rules established in Ohio Administrative Code 4901:1-28. Customers are sometimes terminated or not enrolled in the program due to NGDC issues. In such instances, I can contact the NGDC to correct the problem and be reinstated or enrolled in the Program. Regardless of the reason for termination, in no case will the original term be extended for months that I was unable to participate nor will IGS Energy have any liability for any early termination or for any months that I was unable to participate in the Program. IGS Energy assumes no liability or responsibility for losses or consequential damages arising from items associated with the NGDC including, but not limited to: operations and maintenance of their system; any interruption of service; termination of service; or deterioration of service, nor does IGS Energy assume responsibility or liability for damages arising from any in-home or building damages and in addition shall not be responsible for any indirect, consequential, special or punitive damages whether arising under contract, tort (including negligence or strict liability) or any other legal theory. The parties agree that if the customer is unable to resolve its issues through the PUCO as detailed under “Contract and Dispute Resolution” above or if suit is filed, any legal action involving this Agreement shall be brought only in a court of the State of The Parties shall not pursue any claims arising under this Agreement on a class or other representative basis and will not seek to coordinate or consolidate any legal actions arising under this Agreement with any other proceeding. The parties agree that this Agreement shall be interpreted under the laws of the State of Ohio, regardless of Ohio’s choice of law provisions.

NOTICE

Return the “Opt-Out” form only if you do not want to participate in The City of Loveland Natural Gas Aggregation Program.

Return by **February 17, 2020** to:

Natural Gas Governmental Aggregation Program

PO Box 9060

Dublin, Ohio 43017-0960

City of Loveland Exhibit B-4 “Experience and Plans”

The City of Loveland is well versed in negotiating, contracting and providing for common services to City residents. Some examples of experience as a service provider are:

1. Police Service
2. Fire Service
3. Parks and Recreation
4. Public Works

The Mayor, Council and City Staff routinely negotiate for services and supplies that benefit the residents of Loveland. However, due to the complexity of Governmental Aggregation, the City has hired Independent Energy Consultants, Inc. to assist them in designing, implementing and maintaining the Program. Independent Energy Consultants are:

- Certified Electric Aggregators and Brokers #04-116 in the State of Ohio.
- Certified Natural Gas Aggregators and Brokers #04-078 in the State of Ohio.
- Licensed Electric and Natural Gas Aggregators and Brokers #A-17 in the State of Virginia.
- Registered Aggregators #80252 in the State of Texas.
- Licensed Agent/Broker/Consultant in the State of Illinois.

Independent Energy Consultants, Inc. has designed, implemented and administered numerous opt-in and opt-out Governmental Aggregation Programs in Ohio. Contact information for Independent Energy Consultants is:

Independent Energy Consultants, Inc.
215 W. Garfield Road, Suite 210
Aurora, Ohio 44202
Phone: 330-995-2675
Fax: 800-574-4508
Email: info@naturalgas-electric.com
www.naturalgas-electric.com

Among other services, Independent Energy Consultants, Inc. will:

- Draft and assist in maintaining the Plan of Operation and Governance.
- Lead any required Public Hearings and attend City Council meetings upon request.
- Assist the City in the day-to-day administration of program (problem resolution, press releases, PUCO compliance, supplier liaison, contract review, etc.).
- Design and issue the Request for Proposal, analyze supplier responses and provide recommendations for the supply agreement.
- Review customer data provided by the local utility (Duke Energy) that would serve as the basis for an Opt-Out Notice.

City of Loveland Exhibit B-4 “Experience and Plans”

- Write/prepare reports on a quarterly/annual basis to the City, PUCO, and the Ohio Consumers’ Counsel.

The City of Loveland will not take title to natural gas, issue bills, read meters or staff a call center for complaints. Those functions will be provided by Duke Energy and the selected CRNGS supplier as detailed in Section 7 of its Plan of Operation and Governance. The City will comply with its responsibilities as a Governmental Aggregator (ORC 4929.20) 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**

1/12/2023 3:59:11 PM

in

Case No(s). 13-0582-GA-GAG

Summary: Application Renewal Application for certification renewal as a Natural Gas Governmental Aggregator. electronically filed by Eric E. Burns on behalf of City of Loveland. electronically filed by Mr. Eric E. Burns on behalf of City of Loveland