



1216 Lexington Ave. Suite 301
Mansfield, OH. 44907
www.trebelllc.com

February 21, 2023

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

RE: Natural Gas Governmental Aggregator Renewal Application — Prairie Township, Franklin County, OH.

CASE # 17-0695-GA-GAG

Prairie 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
		17 - 0695 - GA-GAG

RENEWAL CERTIFICATION APPLICATION OHIO NATURAL GAS GOVERNMENTAL AGGREGATORS

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

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

SECTION A - APPLICANT INFORMATION

A-1 Renewal Applicant information:

Legal Name Prairie Township- Franklin County

Address 23 Maple Drive, Columbus, Ohio 43228

Telephone No. (614) 878-3317

Web site address <https://www.prairietownship.org/>

Current PUCO Certificate Number 17-0592G

Effective Dates April 09, 2021 - April 09, 2023

A-2 Contact person for regulatory or emergency matters:

Name Scott Belcastro

Title Principal

Business Address 1216 Lexington Ave., Suite 301, Mansfield, OH 44907

Telephone No. 614-425-4885

Fax No. 614-417-0410

Email Address scott@electricsuppliers.org

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

Name Scott Raffeld

Title Energy Management Specilaist

Business address 1216 Lexington Ave., Suite 301, Mansfield, OH 44907

Telephone No. 877-861-2772

Fax No. 614-417-0410

Email Address sraffeld@electricsuppliers.org

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

Customer service address 1216 Lexington Ave., Suite 301, Mansfield, OH 44907

Toll-Free Telephone No. 877-861-2772

Fax No. 614-417-0410

Email Address trebelinfo@trebelllc.com

SECTION B - APPLICANT AUTHORITY AND AGGREGATION PROGRAM INFORMATION

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED

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

Applicant Signature and Title

 TOWNSHIP ADMINISTRATOR

Sworn and subscribed before me this 14 day of February Month 2023 Year



Signature of official administering oath

RANDI GOOD - NOTARY

Print Name and Title



My commission expires on

03/13/2027

Randi J Good
Notary Public, State of Ohio
My Commission Expires 03-13-2027



The Public Utilities Commission of Ohio

Ohio Natural Gas Governmental Aggregation
Affidavit Form
(Version 1.07)

In the Matter of the Application of)

Prairie Township- Franklin County)

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

Case No. 17-0695 -GA-GAG

County of Franklin
State of Ohio

James Jewell

[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

[Signature] TOWNSHIP ADMINISTRATOR

Sworn and subscribed before me this

14

day of

February

Month

2023

Year

[Signature]

Signature of Official Administering Oath

RANDI GOOD -NOTARY

Print Name and Title



Randi J Good
Notary Public, State of Ohio
My Commission Expires 03-13-2027

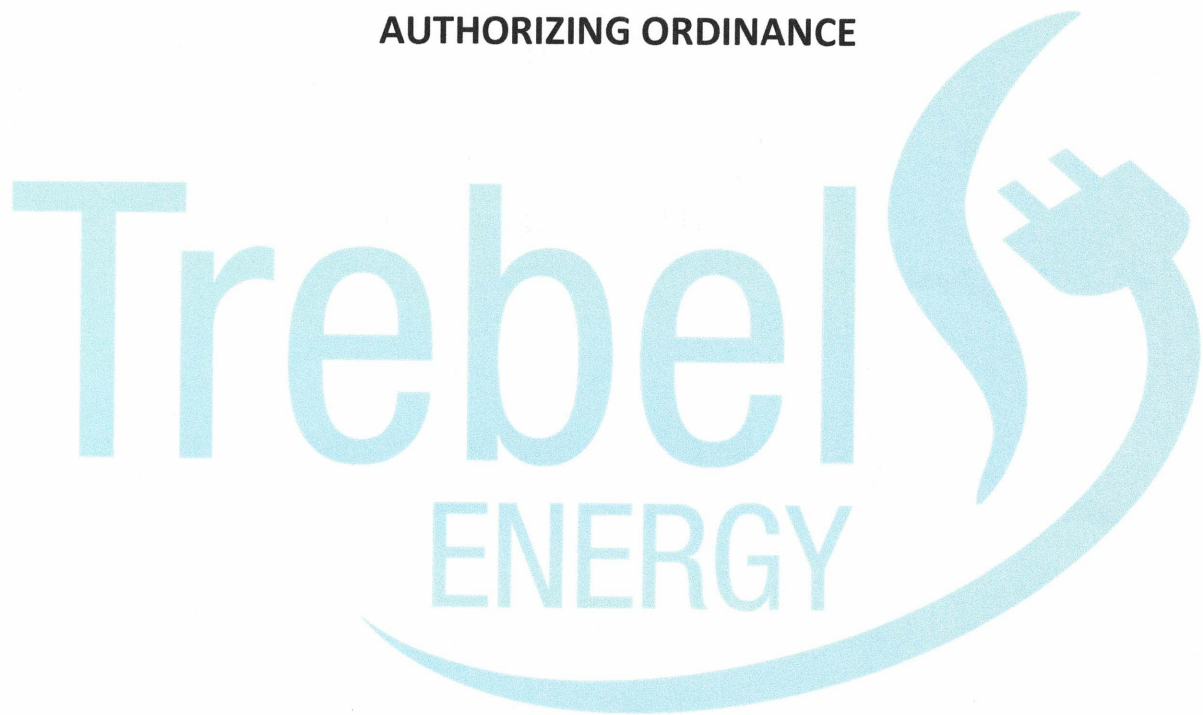
My commission expires on

03/13/2027

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

EXHIBIT B-1

AUTHORIZING ORDINANCE





RESOLUTION NO. 18-14
A RESOLUTION OF THE BOARD OF TRUSTEES OF PRAIRIE TOWNSHIP, FRANKLIN COUNTY, OHIO, AUTHORIZING ALL ACTIONS NECESSARY TO EFFECT A GOVERNMENTAL NATURAL GAS AGGREGATION PROGRAM WITH OPT-OUT PROVISIONS PURSUANT TO ORC 4929.26, DIRECTING THE FRANKLIN COUNTY BOARD OF ELECTIONS TO SUBMIT A BALLOT QUESTION TO THE ELECTORS.

PREAMBLE

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 such authority 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 deregulation through lower natural gas rates which would not otherwise be available to those consumers individually; and

WHEREAS, the Board of Trustees of Prairie Township, seeks to establish a Governmental Aggregation program with opt-out provisions pursuant to ORC Section 4929.26 ("the Aggregation Program") for the residents, businesses and other natural gas consumers in the Township and may be in conjunction jointly with any other municipal corporation, township, county, or other political subdivision of the State of Ohio, as permitted by law;

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED by the Board of Township Trustees of Prairie Township, Franklin County, Ohio:

Section 1. The Board of Trustees finds and determines that it is in the best interest of the Township, its residents, businesses and other natural gas consumers located within the corporate limits of the Township to establish this 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 Township is hereby authorized to automatically aggregate, in accordance with ORC Section 4929.26, the retail natural gas loads located within the Township, and, for the purpose, to enter into service agreements to facilitate for those loads that purchase and sale of natural gas. The Township may exercise such authority jointly with any other municipal corporation, township or county or other political subdivision of the State of Ohio to the full extent permitted by law, which may include uses 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 Franklin County is hereby directed to submit the following question to the electors of Prairie Township, Franklin County, Ohio at the November 4, 2014 election:

**PROPOSED RESOLUTION
PRAIRIE TOWNSHIP**

Shall the Board of Trustees of Prairie Township have the authority to aggregate the retail natural gas loads located in the township, and, for that purpose, enter into service agreements to facilitate for those loads for the sale and purchase of natural gas service, such aggregation to

occur automatically except where any persons elects to opt-out, in accordance with Section 4929.26 of the Ohio Revised Code.

YES

NO

The Fiscal Officer of Prairie Township is instructed to immediately file a certified copy of this resolution and the proposed form of the ballot question with the Franklin County Board of Elections, not less than ninety (90) days prior to the election to be held November 4, 2014. 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 ORC Section 4929.26.

Section 3. Upon approval of a majority of the electors voting at the election provided for in Section 2 of this Resolution, this Board of Trustees of Prairie Township, 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 of Trustees of Prairie Township 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 state, time and place of each hearing. No plan adopted by this Board of Trustees shall aggregate the natural gas load within the Township, unless it, in advance, clearly discloses to the person owning, occupying, controlling, or using the load center that the person will be enrolled automatically in the Aggregation Program and will remain so enrolled unless the person affirmatively elects by a stated procedure not to be so enrolled. The disclosure shall state prominently the rates, charges and other terms and conditions, of enrollment. The stated procedure shall allow any person enrolled in the Aggregation Program the opportunity to opt-out of the program at least every two years, without paying a switch fee. Any such person that opts out of the Aggregation Program pursuant to the state 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. If hereby found and determined that all formal actions of this Board of Trustees of Prairie Township concerning and relating to the passage of this Resolution were adopted in an opening meeting of this Board of Trustees of Prairie Township and that the deliberations of this Board of Trustees 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.

This Resolution shall be in full force and effect immediately upon its adoption.


ADOPTED: July 23, 2014

ATTEST:


F. Dan McCardle, Township Fiscal Officer

PRAIRIE TOWNSHIP
BOARD OF TRUSTEES


Doug Stormont, Chairperson


Ronald Ball, Trustee


Steve Kennedy, Trustee

EXHIBIT B-2

OPERATION AND GOVERNANCE PLAN



**PRAIRIE TOWNSHIP
NATURAL GAS AGGREGATION
PROGRAM**

***OPERATION AND GOVERNANCE
PLAN***

Adopted 01-21-2015

Created By:

Trebellic 

Prairie Township Operation and Governance Plan – NATURAL GAS

I. Overview

At the November 4, 2014 election, a majority of voters authorized the Prairie Township ("the Township") to create a form of government natural gas aggregation known as "opt-out" aggregation and to create an opt-out natural gas aggregation program ("the Aggregation Program") as provided under Section 4929.26 of the Ohio Revised Code. Under the opt-out natural gas 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 also 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, as well as 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.

The Township's purpose in creating the Aggregation Program is to represent local consumer interests in emerging competitive natural gas markets by combining multiple natural gas loads within the Township's limits and negotiating affordable, reliable natural gas supplies, and other related services on behalf of local 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 natural 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 multiple natural gas loads in order to obtain the best natural gas generation rate available for those who participate in the Aggregation Program, and to gain other favorable economic and non-economic terms in supply contracts. The Township will not buy and resell natural gas, but will act as the agent 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 retail natural gas supply. The contract will run for a fixed term (i.e., one to five years).

The Aggregation Program covers the supply portion only of a Participant's natural gas bill. Columbia Gas will continue to deliver natural gas to Aggregation Program Participants' homes and businesses through its transmission and distribution system as a natural gas distribution utility function regulated by the Public Utilities Commission of Ohio (PUCO). Columbia Gas will also continue to install, operate and maintain its transmission and distribution system and other natural gas distribution components. Aggregation Program Participants should continue to call Columbia Gas if they experience a service problem, if safety concerns arise, or if they have billing questions.

The PUCO will continue to oversee Columbia Gas's 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 program will remain on Columbia Gas's established tariff rates until such time as they select an approved CRNGS Provider. If the term of the Aggregation Program is longer than three years, a similar opt-out period will be offered every three 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, as well as 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. Opt-in Participants enrolling in the Aggregation Program will execute an opt-in contract with the selected CRES Provider delineating the rates, terms, and conditions prior to being placed into the Aggregation Program.

Participants who relocate within the Township 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 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 aggregation of natural gas consumers, which included holding at least two public hearings prior to its adoption.

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 with the

Prairie Township Operation and Governance Plan – NATURAL GAS

PUCO for governmental aggregator certification and also register as a governmental aggregator with Columbia Gas.

III. Plan of Operation and Governance

A. Definitions

1. **Aggregation:** Combining the natural gas loads of multiple customers for the purposes of supplying or arranging for the supply of competitive retail natural gas service to those customers.
2. **Aggregation Program Manager or Consultant:** The individual/company retained by 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 a natural gas distribution utility which supplies or offers to supply a competitive retail natural gas service over a natural gas distribution utility's transmission and/or distribution system. This term does not apply to a natural gas distribution utility in its provision of general service.
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 distribution utility's transmission or distribution system within the Township's boundaries.
6. **Delivery Charge:** Charge imposed by the natural gas distribution utility for delivering natural gas to a consumer's home or business. The charge includes meter reading, billing, maintaining natural gas system reliability, and responding during emergencies (also called a distribution charge).
7. **Distribution:** The delivery of natural gas to a consumer's home or business over a natural gas distribution utility's equipment. Natural gas distribution utilities' distribution system operations are regulated by the PUCO.
8. **Natural Gas Supply Charge:** All charges related to the provision of natural gas by the CRNGS Provider.

9. **Governmental Aggregator:** An incorporated village or city, township, or county acting as an aggregator for the provision of CRNGS under authority conferred by Section 4929.26 of the Ohio Revised Code.
10. **Ohio Consumers' Counsel (OCC):** 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.

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 interest 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 energy service usage and costs, and providing consulting services to aggregate and procure energy and/or energy-related services, product, 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 on behalf of the Township 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.

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

The Township will not 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 supplies, and other natural gas-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 retail natural gas supply. 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 or Providers that meet, at a minimum, the following criteria:

1. Certified CRNGS Provider by the PUCO;
2. Registered with Columbia Gas;
3. Have a service agreement under Columbia Gas's Gas Transportation Service Tariff;
4. Successfully completed Electronic Data Interchange (EDI) computer system testing with Columbia Gas's and that CRNGS Provider's EDI computer system is capable of effectively processing Aggregation Program EDI transactions in a timely manner;
5. 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;
6. Meet standards of creditworthiness established by the Township;
7. 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;
8. Hold the Township harmless from any financial obligations arising from offering natural gas and/or energy-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 (i.e., one to five years) 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 loads within the Township's applicable boundaries 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 entities. 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 Gas's Regulated Customer Classifications and Rates

Columbia Gas 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 Columbia Gas'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 consumers for which the CRNGS Provider can offer a savings compared to the natural gas distribution utility's avoidable costs or price to compare.

F. Developing the Pool of Eligible Accounts

The Township or its Consultant shall request the natural gas distribution 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 distribution utility customer account number;
- Natural gas distribution utility rate code;

Prairie Township Operation and Governance Plan – NATURAL GAS

- Natural gas distribution utility Percentage of Income Payment Plan (PIPP) code;
- Customer load 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 distribution 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 savings.

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 distribution 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 fees. Consumers opting out of the program will remain on the applicable utility's established tariff rates until such time as they select an approved CRNGS Provider.

Consumers may opt out of the Aggregation Program by returning a post card or other 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, and PIPP consumers and consumers whose accounts are not current with their present natural gas distribution utility, as appropriate. The aggregation of PIPP customers is under the direction of the State of Ohio.

Consumers enrolled in the Aggregation Program by the CRNGS Provider will receive a letter from their natural gas distribution utility notifying them of their enrollment. Consumers will have seven calendar days to notify the natural gas distribution utility of any objection to their enrollment in the Aggregation Program. The applicable natural gas distribution 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 three 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 distribution 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 distribution utility's established tariff rates 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 account 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's account number), rate code, rider code (if applicable), most recent 12 months of natural gas consumption and demand, and meter reading cycle. The Aggregation Program database will be updated at least quarterly. The Township and/or 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 EDI computer system to effectively process Aggregation Program enrollments, opt outs, billing, etc., with the applicable natural gas distribution 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, Participants who initially opt out of the program and later wish to join, 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. Opt-in Participants enrolling in the Aggregation Program will execute an opt-in contract with the selected CRES Provider delineating the rates, terms, and conditions prior to being placed into the Aggregation Program. Consumers may contact the CRNGS Provider or Township's Consultant to obtain current enrollment information and the opt-in contract.

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

Participants with question 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 Columbia Gas. 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.

Question or Concern	Contact	Phone Number
Natural Gas Outage or Service Interruption	Columbia Gas of Ohio	(800) 344-4077
Connect/disconnect service	Columbia Gas of Ohio	(800) 344-4077
Meter reading/billing	Columbia Gas of Ohio	(800) 344-4077
Enrollment in or opting out of Aggregation Program	CRNGS Provider Trebel LLC	[TOLL-FREE NUMBER] (877) 861-2772
Aggregation Program Questions or Concerns	Trebel LLC	(877) 861-2772
Unresolved disputes	Public Utilities Commission of Ohio	(800) 686-7826 (voice) (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 distribution utility's regulated transmission and distribution services, and through direct discussions with your natural gas distribution utility concerning specific or general problems related to the 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 established tariff rates. In no case will Participants be without natural gas as a result of the CRNGS Provider's failure to provide the supply of generation. 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 and price.

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 regulation governing natural gas service, and applicable natural gas utilities' approved tariffs.

Service under the Aggregation Program shall include all eligible customer classes in adherence with universal service principles and requirements, as well as the traditional non-discriminatory practices of local government. CRNGS Provider contracts shall contain provisions to maintain these principles and 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 return to the applicable natural gas utility's established tariff rates and participation 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

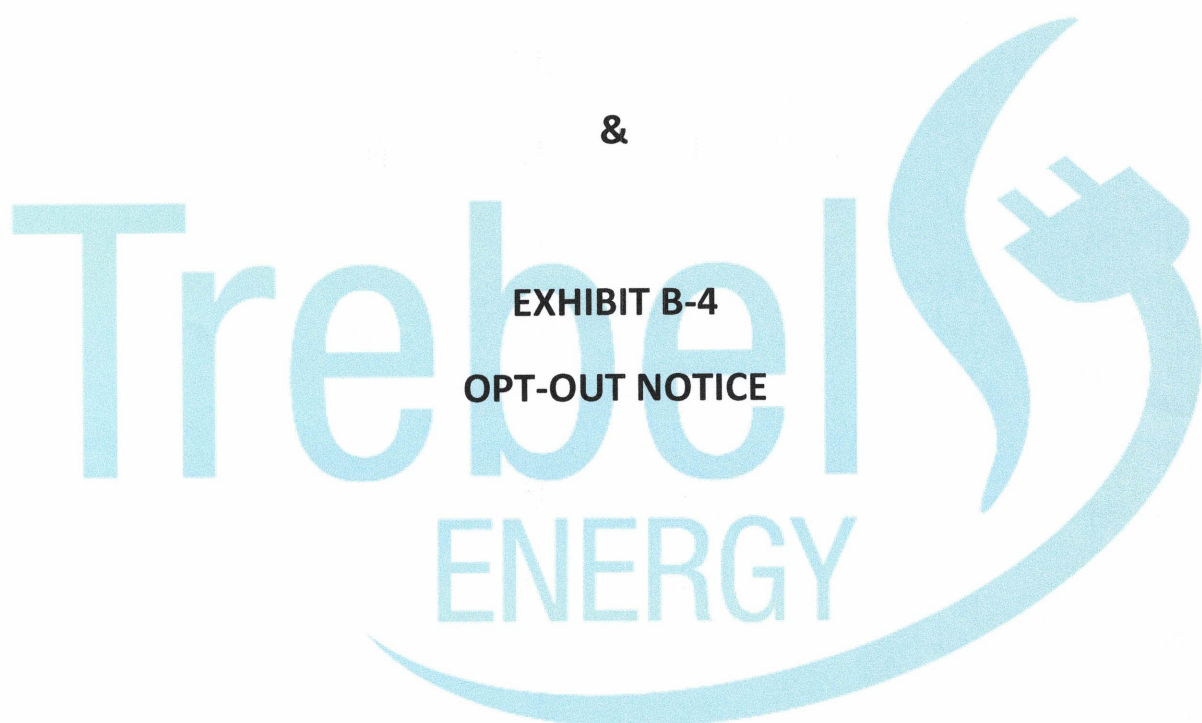
The Aggregation Program may be discontinued upon the termination or expiration of the CRNGS Provider contract without any extension, renewal, or subsequent contract being executed. In the event of Aggregation Program termination, each Participant will receive written notification of the termination at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

1311-001.00358508v1

EXHIBIT B-3
AUTOMATIC AGGREGATION DISCLOSURE

&

EXHIBIT B-4
OPT-OUT NOTICE

A large, light blue watermark of the Trebel Energy logo is centered on the page. It features the word "Trebel" in a large, sans-serif font, with "ENERGY" in a smaller font below it. To the right of the text is a stylized graphic of a power plug with a curved line trailing behind it, suggesting motion or energy flow.





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



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

- [illegible]



12. **Contact Information:** In the event of an emergency, such as a power failure, downed power line, gas leak, or other life-threatening emergency, Customer should contact the respective Utility(s) at the toll-free number(s) provided below or Emergency Services at 911. For service matters, Customer should contact the Utility at 1-800-344-4077. For all other inquiries, the Customer may contact Supplier at 1-888-744-8125 from 7 a.m. to 6 p.m. (CST), excluding weekends and holidays. For general information, Customer may visit www.eligoenergy.com. Supplier's mailing address is: Eligo Energy, LLC, 201 W. Lake St., Ste. 151, Chicago, IL 60606. Customer shall contact Supplier with any change in Customer's email address and /or withdrawal of consent for electronic retention of Customer information.
13. **Dispute Resolution:** In the event of a billing dispute or a disagreement involving Supplier's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact Supplier by telephone or in writing (see Contact Information). The dispute or complaint relating to Customer may be submitted by either party at any time to the PUCO pursuant to its Complaint Handling Procedures by contacting PUCO. If your complaint is not resolved after you have called your Utility(s), or for general utility information, Customer may contact PUCO for assistance at 1-800-686-7826 (toll free) from 8 a.m. to 5 p.m. weekdays, or at www.puco.gov, or by writing to PUCO at "Public Utilities Commission of Ohio, 180 East Broad Street, Columbus, Ohio 43215. Hearing or speech impaired customers may contact PUCO via 7-1-1 (Ohio relay service). The Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from 8 a.m. to 5 p.m. weekdays, or at www.pickocc.org. During the pendency of any dispute, Customer must pay the bill in full minus the specific disputed amount. Venue for any lawsuit brought to enforce any term or condition of this Agreement or to construe the terms herein shall lie exclusively in the State of Ohio. This Agreement shall be construed under and shall be governed by the laws of the State of Ohio without regard to application of its conflicts of laws and principles.
14. **Changes to Agreement:** This is an Agreement for residential service. In the event that Customer's account under this Agreement is not a residential account and for other reasons provided herein, Supplier may modify this Agreement to include commercial terms. In the event that any change in any statute, rule, regulation, order or other law, or procedure, tariff, rate class or other process or charge, promulgated by any governmental authority or Utility(s), or other regulated service provider, alters to the detriment of Supplier its costs to perform or its economic returns under this Agreement (a "Negative Change in Regulation"), Supplier may revise the pricing under this Agreement to eliminate the impact of such Negative Change in Regulation.
- Before any such price revision, Supplier shall provide to Customer a written notice 30 days prior to the effective date of the Negative Change in Regulation, the resulting price revisions, and the date upon which such revised pricing shall be effective.
- Customer may either agree to the proposed change and/or revised price described in such notice by giving affirmative consent, request to be placed on Utility(s) default service, or request to have its service transferred to another natural gas supplier. Upon acceptance of the revised terms or price by Customer, all other terms and conditions of this Agreement shall remain in full force and effect. If Customer fails to respond to notice(s), Supplier may convert this Agreement, to the extent permitted by law, to a month-to-month or another fixed duration contract, either at the same terms or at the revised terms, wherein Customer may cancel at any time, for any reason, without penalty.
15. **Assignment:** Customer may not assign this Agreement without Vendor's written consent. Vendor may transfer, assign or sell this Agreement: (a) in connection with any financing; (b) to any of its affiliates; (c) to anyone succeeding to all or substantially all of Vendor's assets or business; or (d) to another supplier licensed by the Public Utilities Commission of Ohio. This Agreement is binding upon Customer and Vendor, and each party's heirs, successors and permitted assigns. Any required assignment notice will be considered to have been made if mailed to the address in Vendor's records for Customer's account. There are no third-party beneficiaries to this Agreement.
16. **Limitations:** ALL NATURAL GAS SOLD HEREUNDER IS PROVIDED "AS IS", AND VENDOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT, WHETHER IN AGREEMENT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES.
17. **Force Majeure:** Except for Customer's obligation under this Agreement to pay Vendor for its services, neither Vendor nor Customer will be liable to the other for failure to perform an obligation either was prevented from performing due to an event beyond its reasonable control, that could not be remedied by the exercise of due diligence and that was not reasonably foreseeable, including without limitation, acts of God, a condition resulting from the curtailment of natural gas supply or interruption or curtailment of transmission on the transmission and/or distribution system, interruption of utility service, terrorist acts or wars, and force majeure events of the utility or independent system operator.
18. **Severability Clause:** In the event any provision or part of this Agreement is held to be invalid or unenforceable for any reason by a court or governmental authority of competent jurisdiction, such provision shall be modified to the minimum extent necessary to render it valid, legal, and enforceable. If a provision cannot be modified in a manner that would make it valid, legal, and enforceable, the provision shall be severed and shall be inoperative, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
19. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter contained in this Agreement and supersedes all prior agreements, understandings, and negotiations, whether oral or written, between the parties. This provision does not affect the validity of a third-party verification completed by Customer as authorization to enter into this Agreement.

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

Municipal Aggregation Frequently Asked Questions (FAQs)

What is a Municipal Aggregation?

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

Who is Eligo Energy?

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

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

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

What is the Aggregation Program rate?

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

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

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

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

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

Are there additional fees for participating in the aggregation program?

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

Who is eligible to participate?

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

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

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

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

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

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

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

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Exhibit B-5 "Experience"

Applicant's Experience and Plan for Providing Aggregation Services:

Due to the complexity of governmental aggregation, the applicant Prairie 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**

2/21/2023 2:25:08 PM

in

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

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