

**DIS Case Number: 12-1121-GA-GAG**

## Section A: Application Information

### **A-1. Applicant's legal name, address, telephone number, and web site address**

**the applicant's legal name, address, telephone number, and web address.**

Legal Name: Village of Ottawa Hills (Lucas County)      Country: United States  
Phone: 419-536-      Extension (if applicable):      Street: 2125 Richards Road  
1111  
Website (if any): [www.ottawahills.org](http://www.ottawahills.org)      City: Ottawa Hills      Province/State: OH  
Postal Code: 43606

### **A-2. Contact person for regulatory matters**

Andrea Flowers  
5577 Airport Highway, Suite 101  
Toledo, OH 43615  
US  
[aflowers@palmerenergy.com](mailto:aflowers@palmerenergy.com)  
4195399180

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

Andrea Flowers  
5577 Airport Highway, Suite 101  
Toledo, OH 43615  
US  
[aflowers@palmerenergy.com](mailto:aflowers@palmerenergy.com)  
4195399180

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

Phone: 4195399180      Extension (if applicable):      Country: United States



Fax: 4195399185      Extension (if applicable):      Street: 5577 Airport Highway, Suite 101  
Email: aflowers@palmerenergy.com      City: Toledo      Province/State: OH  
Postal Code: 43615

#### **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.

File(s) attached.

#### **B-2. Operation and governance plans**

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.

Files(s) attached.

#### **B-3. Opt-out disclosure notice**

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.

File(s) uploaded

#### **B-4. Experience and Plans**

Provide a description of the applicant's experience in providing the service(s) for which it is applying (e.g. number and type of customers served, utility service areas, amount of load, etc.). Also provide the plan for contracting with customers, providing contracted services, providing billing statements, and responding to customer inquiries and complaints in accordance with Commission rules adopted pursuant to Section 4928.10 of the Revised Code.



File(s) attached

# Application Attachments

# **Village of Ottawa Hills**

## **Exhibit B-4**

## **Experience**

## Experience

The Village of Ottawa Hills officials are experienced in negotiating and providing for common services for the Village. However, due to the complexity of Governmental Aggregation, the Village selected Palmer Energy Company, to assist them in designing, implementing and maintaining the Program.

Palmer Energy Company is a Toledo based energy consulting firm founded in 1980. Palmer Energy was a natural gas industry pioneer by working on their customers' behalf as an external consultant. Purchased by Mark Frye in 1994, Palmer Energy has become a leader in unbiased energy management and consulting. While its evolution continues alongside the energy industry, Palmer Energy Company is dedicated to operating as an integral member of a client's energy management team.

Palmer Energy is also the energy consultant for The Northwest Ohio Aggregation Coalition (NOAC). NOAC is a coalition of communities in Lucas and northern Wood Counties providing governmental aggregation services for electric and natural gas customers within the Cities of Maumee, Northwood, Oregon, Perrysburg, Rossford, Sylvania, Toledo and Waterville, the Villages of Delta, Holland, Ottawa Hills and Walbridge, the Wood County Townships of Lake and Perrysburg, and all the unincorporated township areas of Lucas County (through the Board of County Commissioners, Lucas County, Ohio). Mark Frye, President of Palmer Energy, is NOAC's designated consultant and has testified on behalf of NOAC in several matters before the Public Utilities Commission of Ohio.

The Village of Ottawa Hills has been an active member in the natural gas and electric energy programs of Northwest Ohio Aggregation Coalition (NOAC). NOAC was designed specifically to help communities in Lucas and Northern Wood Counties save money on their natural gas and electric bills by utilizing the strength of group buying. By grouping together, communities can leverage their buying power when shopping the market, thus securing the best deals possible. The independent energy professionals of Palmer Energy Company, on behalf of NOAC, obtained the best price for electric and natural gas from various reputable suppliers through the RFP process.

Palmer Energy recently partnered with the Ohio Municipal League to help manage a natural gas and electric program for the facilities, as well as electric and natural gas government aggregation programs for the residents of member cities and villages. This program was designed specifically to help cities and villages save money on their natural gas and electric bills by utilizing the strength of group buying.

Palmer Energy Company will:

- Assist 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 utility that would serve as the basis for an opt-out notice. Provide customer service support for consumers in the Village to call for information during the 21-day enrollment and opt out period for the Village's Aggregation Program.

- Respond to customer inquiries, billing questions and/or complaints. While the billing of customers for the retail generation supply will be provided through the natural gas utility, Columbia Gas of Ohio (COH), and the billing process will be coordinated with COH by the selected supplier, for the Aggregation Group, Palmer Energy will offer assistance as needed on behalf of the Village.
- Write and prepare reports on a quarterly/annual basis to the Village, PUCO, PUCO's Market Monitoring division, and the Ohio Consumers' Counsel.
- Palmer Energy is well versed in the rules adopted by the PUCO, and is thus in a position to ensure compliance with all applicable provisions of Section 4928.10 of the Revised Code, and the rules adopted by the Commission pursuant thereto.

Contact information for Palmer Energy Company

**Mark R. Frye, President**  
**5577 Airport Highway, Suite 101**  
**Toledo, Ohio 43615**  
**419-539-9180 (Office)**  
**419-539-9185 (Fax)**  
**Email: mfrye@palmerenergy.com**

# **Village of Ottawa Hills**

## **Exhibit B-3**

### **Automatic Aggregation Disclosure**

#### **Opt – Out Notice**



P.O. Box 4911  
Houston, TX 77210-4911

1-000001

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



John Sample  
123 Any Street  
Any Place, US 12345-6789



**This notification is in regards  
to your gas service at:**

123 Any Street  
Any Place, US 12345-6789

October 3, 2022

Dear John Sample,

Voters of each Northwest Ohio Aggregation Coalition (NOAC) community authorized the creation of a natural gas aggregation program as follows: Village of Holland in May 2002, Lake Township in January 2004, Lucas County in July 2001, City of Maumee in November 2002, City of Northwood in July 2001, City of Oregon in January 2002, Village of Ottawa Hills in August 2010, City of Perrysburg in August 2001, City of Sylvania in July 2001, City of Toledo in August 2001, City of Rossford in November 2001, Village of Walbridge in April 2010. Your community has selected Constellation NewEnergy-Gas Division, LLC ("Constellation") as the program supplier. **Constellation will provide a program that offers a variable price calculated monthly using the Nymex last day settle price + \$0.156/Ccf through your April 2024 meter read cycle (May 2024 billing cycle).**

#### You're Automatically Enrolled

There is no cost to enroll. Enrollment is automatic for those who are eligible, but participation is voluntary. You may opt-out of this program without penalty at any time for any reason by providing notice to Constellation. To learn more about the program, please see the enclosed General Terms and Conditions and the FAQs.

#### How To Opt-Out

You don't need to do anything to get this new rate; however, if you do not want to be automatically enrolled in the aggregation program, please respond with one of the options below by October 24, 2022:

1. **Mail:** Return the form below in the pre-addressed stamped envelope
2. **Phone:** Call Constellation at 833-930-3165
3. **Web:** Visit [www.constellation.com/oh-noac](http://www.constellation.com/oh-noac)

We look forward to providing this program.

Sincerely,

Kevin Klages  
SVP Mass Markets  
Constellation

#### About the New Program

- NOAC negotiated a rate of NYMEX plus \$0.156 per Ccf through May 2024 billing cycles.
- Columbia Gas SCO Pricing: NYMEX plus \$0.165 per Ccf through March 2023.
- Columbia Gas is still your utility and will continue to provide monthly billing and service.
- You will still contact Columbia Gas for all service calls and emergencies.
- Budget billing and auto payment are still available from Columbia Gas.
- Call Constellation 24 hours a day, 7 days a week at 833-930-3165 if you have questions about the program.

The rate provided will NOT include taxes. Columbia Gas distribution or other Columbia Gas fees, charges or credits. If you recently enrolled with another natural gas supplier, a cancellation fee may apply to end your agreement with that supplier unless you choose to submit this opt-out back to Constellation. The General Terms and Conditions govern your participation in the Program. Please do not contact the community. If you have additional questions about this offer, contact Constellation. Ohio Supplier License #09 1530(6) 75ef10b-cf79 43a3 86c6 d5619c 7ffcf1



John Sample  
123 Any Street  
Any Place, US 12345 6789



Constellation.

1-000001

I do not want to participate in the NOAC Natural Gas Aggregation Program.

Phone Number

☐ Cell ☐ Work ☐ Home

Service Address:

123 Any Street  
Any Place, US 12345 6789

Opt-Out Code

XXXXXX

Columbia Gas Account Number

Signature

Date

XXXXXX\_OTTAWAHILLSVILLAGE102022\_20221003\_OUT

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**Natural Gas Aggregation Opt-Out Frequently Asked Questions****Q: What is aggregation?**

**A:** Under governmental aggregation, local officials bring the community together for group purchasing power. The community benefits by receiving competitively-priced natural gas from a retail natural gas supplier.

**Q: How is my community able to choose a certified natural gas supplier on my behalf?**

**A:** Residents voted to allow the community to negotiate a contract with a natural gas supplier on their behalf.

**Q: How do I enroll?**

**A:** Enrollment is free and eligible residential and small business customers will be automatically enrolled.

**Q: Who is eligible for the aggregation program?**

**A:** Most residential and small business customers residing within the community receiving natural gas from the local utility are eligible.

**Q: Who is not eligible?**

**A:** Residential and business customers who are not eligible for automatic enrollment in the program include:

- A customer that is not located within community boundaries.
- Percentage of Income Payment Program (PIPP) customers.
- A customer who is under contract with another natural gas provider.
- A customer who has a special contract with the natural gas utility company.
- Customers who are behind on their payments to the utility.
- A mercantile customer that has not provided consent to join the program. "Mercantile customer" means a commercial or industrial customer if the natural gas consumed is for non-residential use and the customer consumes more than 500 Mcf per year or is part of a national account involving multiple facilities in one or more states.

**Q: When will I see my new rate?**

**A:** You can expect to see the new rate one to two billing cycles following your enrollment in the program. Please note: supply rates do not include taxes, delivery service charges or other utility fees.

**Q: Who will bill me for natural gas?**

**A:** You will continue to receive one monthly bill from your local utility.

**Q: What if my business qualifies for tax exemption status?**

**A:** Tax exempt customers should send their most recent tax exempt certificate to Constellation NewEnergy-Gas Division, LLC, 1001 Louisiana Street, Suite 2300, Houston, TX 77002 or via email to [CNETaxForms@Constellation.com](mailto:CNETaxForms@Constellation.com), or fax to 877-243-4968, to avoid sales tax charges.

**Q: Can I still have my payment automatically deducted from my checking account as I do now?**

**A:** Yes, how you pay your natural gas bill will not change.

**Q: Who do I call if I have a problem with my natural gas service?**

**A:** To report service problems, a gas leak and for billing questions, contact your local utility company.

**Q: What if I have already selected another supplier?**

**A:** Based on the records provided by the utility, we assumed you are not with another supplier. However, if you recently signed up with a new supplier, carefully review the terms and conditions of that agreement before proceeding as your ability to terminate early with that supplier may be restricted.

**Q: Is there an early termination fee for leaving the program outside of the 21 day opt-out period?**

**A:** No, there is no early termination fee.

**Q: Who do I contact if I have additional questions about this offer?**

**A:** If you have additional questions about the program, please contact Constellation.

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**Exhibit A**  
**GENERAL TERMS AND CONDITIONS**

Generally the words "you" and "your" refer to the Customer and the words "we" and "us" refer to Constellation, unless the context clearly requires otherwise.

**1. Purchase and Sale of Natural Gas.** If you do not "opt-out" by October 24, 2022 pursuant to these General Terms and Conditions (the "Agreement"), you will purchase from us on an exclusive basis, and we will take all reasonable action to supply or cause to be supplied, all of your natural gas requirements at the price and for your accounts ("Account(s)"). Pursuant to the Agreement, you authorize us to (i) enroll your Account(s) with your Utility so that we can supply the Account(s), (ii) aggregate your Account(s) with those of other customers of Constellation or its affiliates, (iii) request and receive usage and other information from your Utility with respect to the Account(s) and (iv) enter into agreements with your Utility as necessary under the Utility's tariff to facilitate supply of the Account(s). You agree to cooperate with Constellation to ensure enrollment of your Account(s) in a timely manner. You give us the authority to choose the source of your natural gas supply. Your Utility will continue to deliver your natural gas and provide billing and other services to you. You acknowledge that such transportation service is subject to regulations set forth in your Utility's tariff. **Supply of natural gas under this Agreement is conditioned upon (1) our verification of the accuracy of all information that you provide to us, including information regarding your natural gas usage and the Account(s) and (2) acceptance of enrollment of your Account(s) by the Utility.**

**2. Term.** This term of the Agreement is effective when enrollment occurs with the Utility with Constellation as your natural gas supplier, subject to your rescission right set forth under "Customer's Rescission Right" below. Subject to successful enrollment of your Account(s), we will supply the Account(s) with natural gas from the first regularly scheduled Utility meter read date after your Utility switches you to Constellation ("Start Date"), which we estimate will be in the month of November 2022 (November meter reads) (December 2022 billing cycle). We will supply your Account(s) through the month of April 2024 (May 2024 billing cycle). If the Village of Ottawa Hills Natural Gas Pricing Program continues beyond April 2024 (May 2024 billing cycle) with Constellation as the supplier, Constellation will send you a notice of renewal including, but not limited to, notice of the new Village of Ottawa Hills Natural Gas Pricing Program, notice of your right to opt-out of the Village of Ottawa Hills Natural Gas Pricing Program, and any other changes. The opt-out mailing shall include a provision for return of a post card or similar notice to Constellation, to be returned no later than twenty-one (21) days from the post-marked date, and receipt of the opt-out mailing post-marked before the opt-out deadline has elapsed shall count as timely sent. You are entitled to opt-out of Village of Ottawa Hills Natural Gas Pricing Program at least every two years from the Start Date of the Village of Ottawa Hills Natural Gas Pricing Program, without a penalty. If for any reason you do not wish to continue, you may cancel this Agreement as provided in Section 4 below. If you do not cancel, this Agreement will renew, and any changes to the General Terms and Conditions will become effective for the term provided in the renewal notice.

**3. Price.** Through April 2024 (May 2024 billing cycle), your price will be the NYMEX settlement price on the last day of trading for the applicable billing month plus an "Adder" of \$0.156 per Ccf. **IN THIS PROGRAM, YOU HEREBY APPOINT THE VILLAGE OF OTTAWA HILLS AS YOUR AGENT FOR NATURAL GAS SUPPLY PRICING DECISIONS AND AGREE THAT VILLAGE OF OTTAWA HILLS HAS THE EXCLUSIVE RIGHT TO MAKE NATURAL GAS SUPPLY PRICING DECISIONS ON YOUR BEHALF WHILE THIS AGREEMENT REMAINS IN EFFECT.**

**Note:** The fixed or variable price includes (i) all related interstate pipeline charges required to deliver gas to the Delivery Point, plus (ii) administrative costs and fees. In addition to the fixed or variable price, you will also pay the Utility's service charges.

**4. Termination.** You may terminate this Agreement without penalty at any time for any reason by providing notice to Constellation. Please note that once enrolled, it may take one to two billing cycles beyond the current billing cycle for the cancellation to be effective, as the effective date of all cancellations are subject to your Utility's guidelines. Should you fail to pay any Utility invoice or fail to meet any agreed-upon payment arrangement, your service and this Agreement may be automatically terminated in accordance with the Utility's tariffs. In addition, this Agreement will terminate if (i) the requested service location is not served by the Utility, (ii) you move outside the Utility's service area or to an area not served by Constellation, (iii) we return you to the Utility's sales service pursuant to any termination of this agreement by us, or (iv) you cancel your enrollment with us pursuant to your rescission right provided below. You may terminate this Agreement without penalty if you relocate outside the service territory of the Utility.

**5. Customer's Rescission Right.** Upon processing your enrollment, the Utility will send you a confirmation letter, which is notice of the transfer of your supply to Constellation. You have a seven (7) business day period from the postmark date of the Utility's confirmation letter during which time you may cancel your enrollment, without penalty, by calling the Utility's toll-free number provided in the confirmation letter or by providing written notice to the Utility, which will be effective as of the postmark date.

**6. Your Invoice.** You will be invoiced by the Utility monthly for all charges applicable to your natural gas usage, including the rates set forth herein, applicable Taxes (which are passed through to you) and all applicable Utility customer charges and franchise fees. You authorize us to act as your payment agent if deemed necessary by us to facilitate consolidated billing. You have the right to request up to twenty-four (24) months of your payment history for services rendered by Constellation without charge.

**7. Switching.** The Utility may charge a switching fee in accordance with its tariff when you change your natural gas supplier to Constellation. If the Utility charges a switching fee when you change your natural gas supplier to Constellation in accordance with this Agreement, Constellation agrees to pay such switching fee. Constellation will not separately charge a switching fee. If you voluntarily return to the Utility after switching to a competitive supplier, you may be charged a price other than the Utility's regulated sales service rate.

**8. Customer Service.** For questions or complaints about our services, contact us at our Customer Care department by calling toll-free (833) 930-3165 hours a day, seven days a week, by e-mail at [VST@constellation.com](mailto:VST@constellation.com), online at [www.constellation.com](http://www.constellation.com), or in writing at Constellation NewEnergy – Gas Division, LLC, 1716 Lawrence Drive, De Pere WI, 54115. If your complaint is not resolved after you have called Constellation, or for general utility information, you may contact the Public Utilities Commission of Ohio ("PUCO") for assistance at (800) 686-7826 (toll free) or for TTY at (800) 686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at [www.puco.ohio.gov](http://www.puco.ohio.gov). Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at (877) 742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at [www.pickocc.org](http://www.pickocc.org).

**9. Definitions.** "Delivery Point" means any existing and future points of interconnection between your Utility transmission and/or distribution system and those of a third party pipeline supplying natural gas to the Utility. "Taxes" means all taxes, duties, fees, levies, premiums or any other charges of any kind, whether direct or indirect, relating to the sale, purchase or delivery of natural gas, together with all interest, penalties or other additional amounts imposed, including but not limited to gross receipts, sales, consumption, use, value added, per Mcf, commercial activity or other privilege tax, and any other tax (whether in effect as of the effective date of this agreement or thereafter) imposed by any governmental entity. "Utility" means your local natural gas distribution utility owning and/or controlling and maintaining the distribution system required for delivery of natural gas to the Account(s).

**10. Notices.** All notices will be in writing and delivered by hand, first class mail, or by express carrier to our respective business addresses. Either of us can change our address by notice to the other pursuant to this paragraph.

**11. Changes in law, market structure, and/or your natural gas needs or classifications.** If a change in or implementation of law, rule, regulation, ordinance, statute, judicial decision, administrative order, Utility tariffs, or the like causes our costs under this Agreement to increase, we will have the right to pass such increased actual costs on to you. Constellation will provide notice of any cost increase at least thirty (30) days prior to implementation of such increase, along with supporting documentation explaining the basis of the increase. The changes described in this Section may change any or all the charges described in this Agreement.

**12. Events beyond either of our reasonable control.** "Force Majeure" means an event that happens beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement. In the event of a Force Majeure, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Force Majeure includes, but is not limited to, acts of God, fire, flood, hurricane, war, terrorism; labor disputes; declaration of emergency by a governmental entity or the Utility; curtailment, disruption or interruption of natural gas transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; and actions taken by third parties not under your or our control, such as the Utility. However, such events shall not in any event excuse any failure to make payments due in a timely manner for natural gas supplied to you. The parties shall notify each other immediately of an operational flow or curtailment order from the applicable pipelines or Utility and shall take all required steps to comply with such orders.

**13. Delivery Point and indemnification obligations.** We will deliver natural gas to the Delivery Point. Title and risk of loss related to the natural gas transfer to you at the Delivery Point, and you are responsible for all transmission, distribution, and other costs (including Taxes and other fees) related to the final delivery to the facilities to which the Account(s) relate as well as your use of the natural gas. While we will arrange for the delivery of natural gas to you by your Utility, we will have no liability or responsibility for matters within the control of the Utility, which include maintenance of pipelines and systems, service interruptions, loss of service, quality of the natural gas, deterioration of services, or meter readings. EACH PARTY (THE "INDEMNIFYING PARTY") WILL DEFEND, INDEMNIFY AND HOLD THE OTHER PARTY HARMLESS FROM ANY AND ALL CLAIMS (INCLUDING CLAIMS FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE), LOSSES, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), DAMAGES, SUITS, CAUSES OF ACTION AND JUDGMENTS OF ANY KIND ARISING HEREUNDER WHILE TITLE AND RISK OF LOSS ARE VESTED IN THE INDEMNIFYING PARTY.

**14. Limitation on Liability.** IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES, OWNERS, OFFICERS OR DIRECTORS BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS. Each party's total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Each party agrees to use commercially reasonable efforts to mitigate the damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON CONSTELLATION'S PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A GENERAL OR SPECIFIC PURPOSE OR USE.

**15. Governing Law/Venue.** THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OHIO WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS. WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

**16. Relationship of Parties.** We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. You will not rely, and have not relied, on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter under this Agreement. There is no guarantee that the program you chose will guarantee any price advantage or savings.

**17. Confidentiality.** Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may disclose such information to our affiliates (excluding Baltimore Gas & Electric, a regulated utility) and such affiliates' employees, agents, advisors, and independent contractors for the purposes of performing under the terms of this Agreement. Other than for operation, maintenance, assignment and transfer of your Account(s), pursuant to a court or PUCO order or pursuant to a PUCO rule, we will not release your account number or, other than for credit checking and credit reporting, if applicable, your social security number, without your prior written consent.

**18. Miscellaneous Provisions.** If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of such default or any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent and any such attempted transfer will be void. We may assign our rights and obligations under this Agreement to a qualified natural gas supplier and will provide you with prior written notice of any such assignment. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether oral or written) regarding the subject matter of this agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile copy with your signature will be considered an original for all purposes. No amendment to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and dispute resolution. Constellation shall have the right to set-off and net any amounts owed to Customer against any amounts owed to it by Customer under this Agreement or any other agreement. This Agreement is a "forward contract" and Constellation is a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended ("CEA"). Customer's purpose in entering into this Agreement is not speculation, but rather price volatility control and/or budget management for procurement of natural gas for one or more of its facilities. Customer represents that it qualifies as an "eligible contract participant" as the same is defined under the CEA. The terms of any purchase order (PO) you send to us or any alterations, additions, or modifications you make to the preprinted terms of this Agreement shall be void and without any effect unless and only to the extent we agree in writing to such alterations, additions, or modifications.

**IN THE EVENT OF AN EMERGENCY OR SERVICE INTERRUPTION, CONTACT YOUR UTILITY AT:**

Utility Name	Utility Abbreviation	Contact Number
Columbia Gas of Ohio	COH	(800) 282-0157

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# Competitive Retail Natural Gas Service Affidavit

County of Lucas :

State of Ohio :

JOHN WENZLICK, 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.

John Wenzlick - Village Administrator  
Signature of Affiant & Title

Sworn and subscribed before me this 20<sup>TH</sup> day of September, 2023  
Month Year

Debra J. Hoffman  
Signature of official administering oath

Debra J. Hoffman - Accounting Assistant  
Print Name and Title



NOTARY PUBLIC, STATE OF OHIO  
Debra J. Hoffman  
My Commission Expires Sept. 9, 2024

My commission expires on September 09, 2024

# **Village of Ottawa Hills**

## **Exhibit B-1**

### **Authorizing Ordinance/Resolution**

H/

B-1

# VILLAGE OF OTTAWA HILLS, OHIO

## RESOLUTION No. 2010-12

### RESOLUTION AUTHORIZING MEMBERSHIP IN THE NORTHWEST OHIO AGGREGATION COALITION.

WHEREAS, Several communities in northwest Ohio have formed a coalition of local government entities known as the Northwest Ohio Aggregation Coalition (NOAC), and

WHEREAS, Membership in NOAC will provide opportunities for Village residents to assure that they have access to attractive rates for electric and natural gas service, and

WHEREAS, Membership in the Northwest Ohio Aggregation Coalition does not involve any additional expenditure on the part of the citizens or the local government.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF OTTAWA HILLS, THAT:

SECTION 1. Authorization is hereby provided for the Village of Ottawa Hills to become a member of the Northwest Ohio Aggregation Coalition effective October 1, 2010.

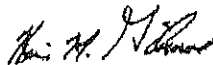
SECTION 2. It is hereby found and determined that all formal actions of this Council and any of its committees concerning and relating to the passage of this Resolution were adopted in open meetings, in compliance with all legal requirements, including Section 121.22 of the Revised Code of Ohio.

SECTION 3. This legislation shall be in full force and effect from and after the earliest period allowed by law.

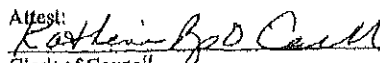
Vote on Passage

Yeas 6 Nays 0

8/10/10  
Date of passage



\_\_\_\_\_  
President of Council

Attest:  
  
Clerk of Council

# **Village of Ottawa Hills**

## **Exhibit B-2**

### **Operation and Governance Plan**



# **VILLAGE OF OTTAWA HILLS NATURAL GAS AGGREGATION PROGRAM**

## **PLAN OF OPERATION AND GOVERNANCE**

For additional information contact:

John Wenzlick  
Village of Ottawa Hills Administration Office  
2125 Richards Road, Ottawa Hills, OH 43606  
Office: 419-536-1111  
Fax: 419-531-3214  
Email: [wenzlickj@ottawahills.org](mailto:wenzlickj@ottawahills.org)

## **Purpose**

The goal of this program is to facilitate additional choices for the supply of natural gas for residential and commercial consumers, pursuant to Ohio Revised Code section 4929.

This aggregation program has been developed in accordance with House Bill 9.

The Village of Ottawa Hills Natural Gas Aggregation Program seeks to aggregate the retail natural gas loads of consumers located in the village to obtain the lowest price for the supply and distribution of natural gas. Participation in the Village of Ottawa Hills aggregation program is limited to individuals who are not already under contract with an alternative retail natural gas supplier.

This program is voluntary. Every individual has the opportunity to decline to be a member of the aggregation program and to remain with Columbia Gas or to enter into a power supply contract with any other retail natural gas supplier.

## **Process**

The Village shall follow the process of governmental aggregation as set out by the Public Utilities Commission of Ohio (PUCO).

A municipal corporation may automatically aggregate its residents after passage of an opt-out ordinance, adoption of a Plan of Operation, and approval by a majority of the voters. The Village has accomplished all of these requirements.

The process will entail selection of a retail natural gas supplier, mailing opt-out notices to eligible customers, generating a list of participants who did not opt out, and then transferring the participants to the chosen supplier.

## **Village of Ottawa Hills Aggregation Program**

The Office of the Village Manager will administer The Village of Ottawa Hills aggregation program. This Office currently administers the electricity aggregation programs, and purchase of electricity and natural gas for Village facilities.

The purpose of the aggregation program is to reduce the amount consumers pay for natural gas. The Village will not buy and resell the natural gas for the participants of the program. Instead, The Village of Ottawa Hills will competitively bid and negotiate a contract with a retail natural gas supplier to provide natural gas to the members of the aggregation program.

The Village of Ottawa Hills will obtain the list of customers within its boundaries from Columbia Gas either by zip code or by method provided by the utility. The village will have its supplier cleanse the data to ensure that it does not contain customers with alternate suppliers, PIPP customers, and any other excludable consumers, and only those who live within the jurisdictional boundary. The Village will then have its supplier send the opt-out notice to each eligible customer, disclosing the offered price for natural gas along with any applicable contract terms. The opt-out notice will clearly inform customers that they may opt-out of the program during the 21-day period following the mailing of the notification, along with instructions on how to opt-out. Customers who opt-out of the Village's aggregation program during this initial

notification period will remain with Columbia Gas unless and until the customer chooses an alternative gas supplier.

### **Operation**

All necessary technical analysis, competitive procurement of services, regulatory approvals, accounting and fiscal management, contract maintenance, communications, program coordination and administrative support will be professionally provided by existing staff and an energy consultant, as well as the chosen retail natural gas supplier.

The Village of Ottawa Hills anticipates it will operate its aggregation program(s) in cooperation with the surrounding communities in the Northwest Ohio Aggregation Coalition (NOAC). However, this Plan of Operation pertains only to the Village of Ottawa Hills and its residents.

### **Funding**

The primary expenses associated with operating this program are printing and mailing cost of the opt-out notices, and fees for an energy consultant. Instead of paying for these costs upfront, it shall be The Village's goal to have the chosen supplier absorb these fees into their offered rates of the program participants.

### **Notification of Customers**

All eligible customers in The Village of Ottawa Hills will receive an opt-out package in the mail. The Village of Ottawa Hills will adhere to all eligibility requirements of R.C. 4929.26. Essentially, eligible customers cannot be under contract to buy natural gas from an alternate supplier. The notice shall clearly inform customers of the offered rate, and that they have the right to opt-out of The Village's aggregation program within twenty-one days after the mailing of the notice without paying a switching fee. The notice will fully describe how to opt-out. After the completion of the opt-out process, the residents who did not opt out will be included in The Village's aggregation pool.

### **Customer opt-out**

Customers may opt-out of The Village of Ottawa Hills aggregation program at no charge within the twenty-one day period following the mailing of the notice containing the rates and terms of the aggregation program. Customers who return the required opt-out notice will remain customers of Columbia Gas. The village will offer the twenty-one day period during which customers can opt-out of the aggregation program without charge at least every two years pursuant state law.

### **Customer opt-in**

The Village of Ottawa Hills intends on having its supplier allow customers who move into or within The Village of Ottawa Hills to opt into The Village's aggregation program by calling and voluntarily signing up with the supplier. The Village will strive to provide these new customers with a rate similar to those who had been in the pool from the beginning. Additionally, The Village's supplier may obtain a refreshed customer list from Columbia Gas approximately every six months. The Village's supplier may then send aggregation information to those eligible

customers identified on the refresher list. Whether this information is in opt in or opt out format will depend on the negotiated language of the supplier contract. If interim opt outs are to take place; a twenty-one day opt-out will occur in the manner described above.

### **Joining the Program at a later date**

Residents of the City who initially chose to opt-out of the Program, for whatever reason, and wish to enroll at a later date, will be treated the same as a new resident. That is they will not automatically become part of the existing program, but will be given an opportunity to enroll. However, the City cannot guarantee that rates, terms and conditions to consumers enrolling in the Aggregation after the initial 21 day opt-out period, will match those of the initial enrollee.

### **Disputes**

The procedure for handling complaints will be in accordance with the rules set by the PUCO, and handled by the retail natural gas supplier. Dispute resolution provisions will also be in accordance with PUCO regulations. The opt-out package will contain the telephone numbers and websites for the PUCO and the Ohio Consumers Counsel, as well as the supplier's toll-free number.

The Village of Ottawa Hills supplier will maintain this toll free number for all customer related questions and complaints. The Village shall require that the personnel assigned to answer these calls be trained and provide the knowledge specific to The Village's program.

### **Termination of natural gas supply program**

The natural gas supply program may be terminated at the expiration of the supply contract without any extension, renewal or subsequent supply contract being negotiated. Additionally, The Village of Ottawa Hills may cancel the program early in the event that regulatory proceedings greatly reduce or eliminate consumer savings.

In either event, the aggregation pool customers will return to Columbia Gas unless and until they switch to an alternate supplier. Each individual customer receiving natural gas supply service under The Village of Ottawa Hills aggregation program will receive notification of the termination of the program before termination.

### **Rates**

The Department of Public Utilities shall receive proposals from retail natural gas suppliers using a competitive selection process. Bidders will be requested to provide a fixed price, floating price, a percent off rate, or a combination of the above. If consumers will have the option of choosing between fixed and floating prices, the opt-out package will contain ample and easy to understand information to aid the consumer in deciding which option best suits their natural gas needs. The Village will decide which pricing structure(s) to offer, based on the bids received, and an analysis of the current and projected market status as well as the bids received.

### **Billing and Payment**

The Village of Ottawa Hills will continue to have Columbia Gas of Ohio (CGO) bill customers using an itemized format approved by the PUCO. The billing statement will be consistent with applicable PUCO rules and regulations. The Village will consider other billing options, including CRNGS Provider consolidated billing, if and when they become available and if it appears advantageous to do so. The Village will not become involved in any payment delinquency issues and thus will not require any type of consumer credit or deposit. If The Village's supplier wishes to pursue payment delinquency issues, details of the supplier's credit and deposit policies will be included in the opt-out package.

### **Liability**

The Village shall not be liable to Members in the Aggregation Group for any claims whatsoever arising out of the aggregation program or the provision of aggregation services by the Village or the Provider. Aggregation Group members shall assert any such claims solely against the Provider pursuant to the Power Supply Agreement, under which such participants are express third-party beneficiaries.

### **Copies of Plan**

Copies of this plan are available from The Village of Ottawa Hills free of charge. Call The Village of Ottawa Hills at 419-536-1111.

### **Consumer Right to Contact PUCO and Ohio Consumers Counsel.**

Any natural gas customer, including any participant in The Village of Ottawa Hill's Natural Gas Aggregation Program, may contact the Public Utilities Commission of Ohio (PUCO) for information, or make a complaint against the Program, the Provider, or CGO/VEO. The PUCO may be reached toll free at 1-800-686-7826. The PUCO may be reached at 1-800-686-1570 for all TDD/TYY calls. The Ohio Consumers' Counsel may be reached at 1-877-742-5622.

**This foregoing document was electronically filed with the Public Utilities  
Commission of Ohio Docketing Information System on  
2/20/2024 8:45:44 AM**

**in**

**Case No(s). 12-1121-GA-GAG**

**Summary: In the Matter of the Application of Village of Ottawa Hills (Lucas County)**