



DIS Case Number: 18-0519-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: City of Beavercreek Country: United States
Phone: 937-426- Extension (if applicable): Street: 1368 Research Park Drive
5100
Website (if any): www.beavercreekohio.gov City: Beavercreek Province/State: OH
Postal Code: 45432

A-2. Contact person for regulatory matters

Brenda Coffey
8469 Blue Ash Road Suite 1
Cincinnati, OH 45236-1992
US
bcoffey@energyalliances.com
3047698921

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

Brenda Coffey
8469 Blue Ash Road Suite 1
Cincinnati, OH 45236-1992
US
bcoffey@energyalliances.com
3047698921

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

Phone: 800-735-0359 Extension (if applicable): Country: United States
Fax: 513/794-7777 Extension (if applicable): Street: 8469 Blue Ash Rd., Suite 1



Email: bcoffey@energyalliances.com

City: Cincinnati

Province/State: OH

Postal Code: 45236

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

CITY OF BEAVERCREEK, OHIO
Natural Gas Aggregation Program

EXHIBIT B—4 “EXPERIENCE AND PLANS”

EXHIBIT B-4 "EXPERIENCE AND PLANS"

Due to the complexity of Governmental Aggregation, the Governmental Aggregator applicant has entered into a program agreement with Energy Alliances, Inc. to assist them in implementing and maintaining their Electric and Natural Gas Governmental Aggregation Programs.

Founded in 1985, Energy Alliances, Inc. is an independent energy broker and consulting company that provides comprehensive energy procurement for commercial, governmental, small business and residential customers throughout the mid-West.

As a PUCO certified Retail Natural Gas Broker/Aggregator (Certificate Number 14-350G and a Competitive Retail Electric Service Provider (Certificate Number 14-805E) Energy Alliances has over 15 years of experience in leading communities through the entire governmental aggregation process. They currently manage more than seventy-five (75) electric and gas governmental aggregation and/or endorsement programs in the State of Ohio.

A detailed summary of the contract includes, but is not limited to providing the following services:

- Assist with the preparation of resolutions, public notices, and customer communications
- Assist with the preparation of the Plan of Operation and Governance
- Assist with the preparation of the required legal notices and public meetings to review and approve the Plan of Operation and Governance
- Assist with the preparation and submission of the Certification Application for Governmental Aggregators and Re-certification Applications, as well as the annual and/or quarterly reporting requirements
- Evaluate existing energy costs and rates, provide market expertise, and assist the communities with the selection of their electric/gas supply pricing strategy
- Assist with the preparation of all notifications required to be sent to program participants
- Assist the communities with the day-to-day operation of their programs (i.e. problem resolution, PUCO compliance, supplier liaison, etc.)
- Provide other services necessary for the communities to comply with provisions of Sections 4929 and 4928 and Chapter 4901 of the Ohio Revised Code

CITY OF BEAVERCREEK, OHIO
Natural Gas Aggregation Program

EXHIBIT B-1 "AUTHORIZING ORDINANCE"

City of Beavercreek, Ohio
Ordinance No. 03-20

SPONSORED BY COUNCIL MEMBER Vann ON THE
14th DAY OF July, 2003.

AN ORDINANCE TO FACILITATE COMPETITIVE RETAIL NATURAL GAS SERVICE TO PROMOTE NATURAL GAS SAVINGS, LOWER COST NATURAL GAS SUPPLIES AND OTHER BENEFITS FOR CERTAIN NATURAL GAS CONSUMERS, AUTHORIZING ALL ACTIONS NECESSARY TO EFFECT A NATURAL GAS AGGREGATION PROGRAM PURSUANT TO SECTION 4928.20 OF THE OHIO REVISED CODE AND ARTICLE XVIII SECTION 4 OF THE OHIO CONSTITUTION; DIRECTING THE GREENE COUNTY BOARD OF ELECTIONS TO SUBMIT A BALLOT QUESTION TO THE ELECTORS; AND DECLARING AN EMERGENCY.

Whereas, Article XVIII Section 4 of the Ohio Constitution grants the City of Beavercreek (the "Municipality") certain authority related to utility service;

Form No. 19 Prescribed by the Secretary of State 1-81

FILED Receipt for Resolutions No. 131

AUG 12 2003

Office of the Board of Elections, Greene County, Ohio, 12 August, 2003

Received of GREENE CO. BOARD OF ELECTIONS

By [Signature] DESCRIPTION - PURPOSE, RATE, DATE OF ELECTION, ETC.

☐ TAX LEVY

☐ BOND ISSUE

☐ CHARTER AMENDMENT

☒ OTHER - ORDINANCE 03-20 To Facilitate Competitive Retail Gas & to allow actions for a Gas Aggregation Program

BOARD OF ELECTIONS, By [Signature] (SIGNED)

realize individually; and

Whereas, the Municipality desires to submit to the electors of the Municipality the question of whether the Municipality should create a Gas Aggregation program to facilitate competitive retail natural gas service to promote natural gas savings, lower cost natural gas supplies, and other benefits in accordance with Section 4928.20, Revised Code; and

Whereas, this Ordinance constitutes an emergency measure providing for the immediate preservation of the public peace, property, health, or safety, in that opportunities to coordinate aggregation activities with suppliers of natural gas may become limited; and

Whereas, the Municipality has adopted this Ordinance pursuant to the authority conferred by Article XVIII Section 4 of the Ohio Constitution and Section 4929.26, Revised Code; and

NOW, THEREFORE, THE MUNICIPALITY OF BEAVERCREEK HEREBY ORDAINS;

SECTION I.

This Council finds and determines that to facilitate competitive retail natural gas service to promote natural gas savings, lower cost natural gas supplies, and other benefits, it is in the best interest of the Municipality and certain natural gas consumers within the jurisdiction of the Municipality to establish an opt-out natural Gas Aggregation program in the Municipality pursuant to Section 4928.20, Revised Code. Provided that this Ordinance and the Gas Aggregation program is approved by the electors of the Municipality in accordance with this Ordinance, the Municipality is hereby authorized to take all actions necessary to affect a Gas Aggregation program pursuant to Section 4929.26, Revised Code. The Municipality may exercise this authority jointly with other entities to the full extent permitted by law. Actions necessary to affect the Gas Aggregation program include determining and entering into service agreement(s) with natural gas commodity and services to serve the enrolled natural gas consumers. The Municipality shall be authorized by the electors to be the only entity authorized to act for and on behalf of the enrolled natural gas consumers to determine and select the natural gas supplier(s) to provide the commodity and all other services for the Gas Aggregation program and the enrolled consumers.

SECTION II.

The Gas Aggregation program shall not apply to persons meeting any of the following criteria, as more specifically described in Section 4929.26(A)(2), Revised Code: (i) the person is both a distribution service customer and a mercantile customer, (ii) the person has an existing commodity sales service contract with a retail natural gas supplier, (iii) the person has an existing commodity sales service as part of a retail natural gas aggregation pursuant to Rules and Orders of the Public Utilities Commission of Ohio ("Commission"), or (iv) such other persons that are not eligible pursuant to Rules and Orders of the Commission or the plan of operations and governance (the "Plan") for the Gas Aggregation program.

SECTION III.

The Board of Elections of Greene County is hereby directed to submit the following question to the electors of the Municipality at the General Election on November 4, 2003.

To facilitate competitive retail natural gas service to promote natural gas savings, lower cost natural gas supplies, and other benefits, shall the City of Beavercreek have the authority to aggregate retail natural gas loads and enter into service agreements for the sale and purchase of natural gas and other services, such aggregation to occur automatically unless any person affirmatively elects not to be enrolled by a stated procedure?

FOR, the City of Beavercreek to facilitate competitive retail natural gas service to promote natural gas savings and other benefits by acting as an aggregator.

NOT FOR, the City of Beavercreek to facilitate competitive retail natural gas service to promote natural gas savings and other benefits by acting as an aggregator.

The Clerk of this Council is instructed to file a certified copy of this Ordinance and the proposed form of the ballot questions with the Greene County Board of Elections not later than August 21, 2003, which is seventy-five (75) days prior to the November 4, 2003 General Election.

The Gas Aggregation program shall not take effect unless approved by a majority of the electors voting upon the proposed ballot question at the election held in accordance with this Ordinance and Section 4929.26, Revised Code. Upon approval, the Gas Aggregation shall take effect at the earliest permissible point in time and continue thereafter in accordance with Section 4929.26, Revised Code, and other requirements of Chapter 4929, Revised Code.

SECTION 4.

Upon approval by a majority of the electors voting at the election provided for in this Ordinance, the Municipality may at its sole discretion develop and adopt a Plan of operations and governance for the Gas Aggregation program. Consumers enrolled in the Gas Aggregation program shall be supplied their natural gas requirements and other services in accordance with supply agreement(s) determined and arranged by the Municipality, as opportunities become available to provide benefits on behalf of the natural gas consumers enrolled in the Gas Aggregation program and the consumers located within the jurisdiction of the Municipality. The Municipality shall be authorized by the electors to be the only entity authorized to act for and on behalf of the natural gas consumers that have enrolled in the Gas Aggregation program to determine and select the natural gas supplier(s) to provide the commodity and all other services for the Gas Aggregation program and the enrolled consumers.

Before adopting such Plan, at least two public hearings on the Plan shall be held. Before the first hearing, notice of the first hearing shall be published once a week for two consecutive weeks in a newspaper of general circulation in the Municipality. The notice shall summarize the Plan and state the date, time, and location of each hearing.

SECTION 5.

The adopted Plan shall not aggregate any retail natural gas load within the Municipality, unless the person whose natural gas load is to be so aggregated is notified in advance that the person will be enrolled automatically in the Gas Aggregation program and shall remain so enrolled, unless the person affirmatively elects not to be so enrolled by a stated procedure. The disclosure shall state the rates, charges, and other terms and conditions of the enrollment. Once enrolled the consumer may only opt-out of the Gas Aggregation program every two years without paying a switching fee. Any such person that opts-out of the Gas Aggregation program shall default to the standard offer service of the person's electric distribution utility, until the person chooses and alternative supplier.

SECTION 6.

That the Greene County Board of Elections shall cause an appropriate notice to be duly given of the election to be held on November 4, 2003 on the foregoing proposal and otherwise to provide for such election in the manner provided by the laws of the State of Ohio.

SECTION 7.

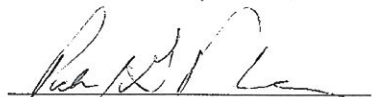
It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that any and all

deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including, but not limited to Section 121.22 of the Ohio Revised Code.

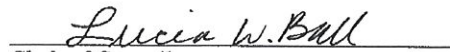
SECTION 8.

That this Ordinance is hereby declared to be an emergency measure by reason of the necessity of immediate adoption required to place the measure on the ballot in November, and provided it receives the affirmative vote of two-thirds of all the members elected to Council, it shall take effect and be in force immediately and continuing thereafter upon its passage and approval by the Mayor; and otherwise shall take effect and be in force from and continuing thereafter upon the earliest time allowed by law.

PASSED this 11th day of August, 2003.


Mayor

ATTEST:


Clerk of Council

SUMMARY

This Ordinance facilitates competitive retail natural gas service for certain natural gas consumers and authorizes all actions necessary to effect a Gas Aggregation Program and directs the Greene County Board of Elections to submit a ballot question to the electors; and declaring an emergency.

This is an emergency ordinance and shall become effective immediately upon its passage.

CITY OF BEAVERCREEK, OHIO
Natural Gas Aggregation Program

EXHIBIT B-2 "OPERATION AND GOVERNANCE PLAN"

CITY OF BEAVERCREEK, GREENE COUNTY, OHIO

PLAN OF OPERATION AND GOVERNANCE

NATURAL GAS GOVERNMENTAL AGGREGATION

For More Information Contact:

Pete Landrum, City Manager
City of Beavercreek, OH
1368 Research Park Drive
Beavercreek, OH 45432
937-426-5100

CITY OF BEAVERCREEK, GREENE COUNTY, OHIO

PLAN OF OPERATION AND GOVERNANCE

Natural Gas Governmental Aggregation

Introduction. On November 2, 2003, a majority of the voters in the City of Beavercreek, Greene County, OH approved a referendum that authorized the City of Beavercreek (the “Community”) to pursue Automatic Governmental Aggregation. After the Community held two public hearings on the matter, as prescribed by Section 4929.26 (C) of the Ohio Revised Code, the Community approved a Plan of Operation and Governance prepared in accordance with Section 4901:1-28-03. Once certified as a Governmental Aggregator, the Community will be authorized to combine multiple retail natural gas customer loads within its geographic boundaries (the “Aggregation”) for the purpose of facilitating the purchase of natural gas supply in Ohio’s competitive retail natural gas market.

Governmental Aggregation Services. The Community, as a Governmental Aggregator, will serve as purchasing agent for the Aggregation. As purchasing agent, the Governmental Aggregator shall (i) select a Competitive Retail Natural Gas Supplier (“Supplier”) to supply the Aggregation, (ii) negotiate the terms of supply between the Supplier and each Aggregation participant, and (iii) oversee the enrollment procedures administered by the Supplier.

The Contract. The supply contract negotiated by the Governmental Aggregator for the Aggregation (the “Contract”) shall be for firm, all-requirements supply. Each Aggregation participant will be individually bound to the Supplier by the Contract, and will be solely responsible for payment and performance. The natural gas supply charges for the Aggregation are included in the Contract that will be negotiated by the Governmental Aggregator. The natural gas supply charges will take the form of either a fixed price or a variable price. All natural gas supply charges will be fully and prominently disclosed in consumer enrollment materials (such as the Opt-out Notice), available on the Supplier’s website, and available by calling the Supplier’s toll-free customer service telephone number.

Eligibility, Opt-out Disclosures, and Pooling Accounts. Section 4901:1-28-05 of the Ohio Administrative Code requires the local natural gas distribution utility (the “Utility”) to use its best efforts to provide the Governmental Aggregator with an account list of eligible customers, including the names, account numbers, and service and mailing addresses for all eligible customers residing within the Governmental Aggregator’s boundaries. The following customers are not eligible: customers on the Percentage of Income Payment Plan (PIPP), customers that have past due amounts owing to the Utility, customers that are already under contract with a competitive retail natural gas supplier, and mercantile customers. Using this list of eligible accounts, the Supplier, with the assistance of the Governmental Aggregator, will review the list to verify that the eligible accounts are located within the geographic boundaries of the Community and that an area within the Community boundaries has not been inadvertently filtered from the list.

The Supplier, with assistance from the Governmental Aggregator, will prepare and mail an “Opt-out Notice” to each account identified as (i) eligible by the Utility and (ii) within the geographic limits of the Community by the Governmental Aggregator and the Supplier, within thirty (30) days of receipt of the list

from the Utility. The Opt-out Notice will inform the eligible account holder that the Governmental Aggregator has formed an automatic (or "Opt-out") aggregation, provide the price for natural gas supply to the Aggregation and other terms and conditions of service, and explain how the account holder can decline participation in the Aggregation. As required by 4901:1-28-04 of the Ohio Administrative Code, the Opt-out Notice will indicate that the account holder has twenty-one (21) days to affirmatively respond by telephoning a toll-free number, using a website or returning a postcard to the Supplier that is included in the Opt-out Notice.

The Supplier will receive all Opt-out requests and adjust the eligible account list accordingly. In addition, if any Opt-out Notices are returned by mail to Supplier marked as undeliverable, those accounts will be removed from the eligible account list as well. Upon completion of the twenty-one (21) day Opt-out period, the Supplier will notify the Utility of the remaining accounts that will form the Aggregation, and through an electronic data interchange transaction, enroll the Aggregation. Upon enrollment, each participant will receive an enrollment notice from the Utility that will indicate that the enrollee may rescind its participation in the Aggregation by contacting the Utility within seven (7) business days.

In addition to the initial twenty-one (21) day Opt-out period, each participant will be provided an opportunity to opt-out every two years without paying an early termination fee.

Billing. Aggregation participants will receive a single, monthly bill from the Utility, which will include charges from the Supplier for its natural gas supply, as well as the Utility distribution charges. Aggregation participants will be billed according to their Utility billing cycle.

Credit, Collections and Deposits. The Utility's credit and collection policy and policies regarding deposits will apply to the Aggregation participants and shall be administered by the Utility. Neither the Governmental Aggregator, nor the Supplier will implement additional policies with respect to credit, deposits and collections.

Concerns and Complaints. Aggregation participants will have multiple means of expressing concerns and reporting complaints. As a general rule, concerns regarding service reliability and billing should be directed to the Utility. The Utility will continue to read meters, handle billing, and generally have the most information about the physical service to a location or account. Questions regarding the administration of the Aggregation should be directed to the Supplier. The Supplier's customer service center will, at a minimum, be available by telephone Monday through Friday between the hours of 8:00 am to 7:00 pm ET. Any unresolved disputes should be directed to the Public Utilities Commission of Ohio and/or the Ohio Consumers Council. As a convenience, below is a list of helpful toll-free telephone numbers.

<u>Nature of Complaint</u>	<u>Contact</u>	<u>Phone Number</u>
Gas Odor/Leaks-Fire-Explosions	Vectren	1-800-227-1376
Service turn on/off	Vectren	1-800-227-1376
Billing Disputes	Vectren	1-800-227-1376
Price/Joining/Leaving Program	Supplier Customer Service	TBD
Program Regulatory Questions	Supplier Customer Service	TBD
Unresolved Disputes	Public Utilities Commission	1-800-686-7826
Unresolved Disputes	Ohio Consumers Council	1-877-742-5622

The Supplier will attempt to resolve all customer complaints in a timely and good faith manner. The Supplier shall investigate and provide a status report to the customer when the complaint is made directly to them and/or the Community within three (3) business days following receipt of the complaint. Or in the case of a Public Utilities Commission of Ohio ("PUCO") complaint the Supplier will investigate and provide a status report to the customer and PUCO staff within three (3) business days following receipt of the complaint. If an investigation into a complaint received from the customer or a complaint referred by the PUCO is not completed within ten (10) business days, then a status report will be given to the customer, and, if applicable, the PUCO. These status reports will be given every three (3) business days until the investigation is complete, unless the action that must be taken takes longer than three (3) business days and the customer has been notified. Final results of a Commission-referred complaint will be provided to the PUCO either orally (phone) or in writing (e-mail, written correspondence), no later than three (3) business days after the investigation is completed. The final results will be provided in writing to the customer no later than three (3) business days after the investigation is completed. Customers retain the right to contact the PUCO regarding complaints and disputes. All customers have the right to contact the PUCO by writing to Public Utilities Commission of Ohio, ATTN: IAD, 180 E. Broad St., Columbus, OH 43215-3793; by fax to (614) 752-8351; through their website at <http://www.puco.ohio.gov/> or by calling toll-free (800) 686-7826 (VOICE) or 7-1-1 (TTY-TDD). Records of customer complaints will be retained for two (2) years after the occurrence of the complaint. A copy of the complaint record will be provided to the PUCO within three (3) business days, if requested.

Moving Within the Community. Aggregation participants who move from one location to another within the Community boundaries and retain the same account number, will remain an Aggregation participant and will receive the same price they would have received if their location had not moved.

Aggregation participants who move from one location to another within the Community boundaries and are assigned a new account number may enroll their new account in the Aggregation and receive the same price as they would have received if their location had not moved, provided the new account is eligible for Aggregation. Participants who move and receive a new account number may be dropped from the Aggregation by the Utility, but they will not be charged an early termination fee from the Supplier. If a participant is dropped from the Aggregation due to a move within the Community, the participant must contact the Supplier to be re-enrolled.

Moving Outside of the Community. Aggregation participants who move out of the Community boundaries will no longer be eligible to participate in the Aggregation, but they will not be charged an early termination fee from the Supplier.

Enrolling after the Opt-out Period. Residential and small business accounts located within the Community's boundaries that are eligible to join the Aggregation but initially chose to opt-out of the Aggregation, or otherwise weren't included in the Aggregation, may join the Aggregation after the expiration of the applicable Opt-Out Period by contacting the Supplier. The rate for those joining the Aggregation after the expiration of the Opt-out Period may be different from the rate negotiated for the Aggregation by the Government Aggregator.

In the event that the Supplier is able to offer to newly eligible customers the same price that is provided to the current Aggregation participants, the Supplier may refresh the Aggregation by providing those

who move into the Community the opportunity to be included automatically, rather than waiting until the next pricing term of the Contract. The process for refreshing the Aggregation with new enrollments would follow the process noted above for determining eligibility, providing Opt-out Notices, and pooling the accounts. (Current Aggregation participants and those who previously declined participation would not receive the Opt-out Notice intended only for newly eligible customers.)

CITY OF BEAVERCREEK, OHIO

Natural Gas Aggregation Program

EXHIBIT B-3 "OPT-OUT DISCLOSURE NOTICE"

COMMUNITY LOGO

SUPPLIER LOGO

DO NOT DISCARD:

Important Natural Gas Aggregation
Information Enclosed

Date _____

Dear _____

Welcome to <Your Community's> Natural Gas Aggregation Program. On <Date> voters in your community authorized the creation of a natural gas aggregation program. Through a competitive process, your community leaders recently selected <Supplier> as the preferred supplier for the program. Your program begins with your <Date> meter read and goes through your <Date> meter read.

Eligible residents and small businesses will receive a **fixed rate of \$X.XXXX per Ccf** for the program term. As an eligible resident you are automatically enrolled in the program unless you choose to not participate, (opt out) of the program by <Date>.

How to Opt-Out:

You may opt out of the program by :

Mail – return the completed form below to:
Community address

Phone – call the toll-free number XXX-XXX-XXXX

On-Line - log on to www.<supplierwebaddress> and opt out on-line

There is no cost to enroll. Again, enrollment is automatic for those who are eligible, but participation is voluntary. You may leave the program at any time for any reason by providing notice to <Supplier>. Please see the enclosed terms and conditions for full details of the program.

For questions, contact <Supplier> at www.<supplierwebaddress> or call XXX-XXX-XXXX.

We look forward to providing this program.

Sincerely,

Community: <Your Community>

Opt out of the <Your Community> Natural Gas Aggregation Program.

☐ By checking this box, I understand that my account will not be included in the aggregation program.

This opt out must be posted by "Date" and mailed to <Supplier's Address>

Customer Name _____ Customer Number _____

Service Address _____

Signature _____ Date _____

**Residential and Small Commercial Natural Gas Supply
Agreement Terms and Conditions**

- 1. Purchase of Natural Gas** – <Supplier> agrees to sell, and you (Customer) agree to buy from us on an exclusive basis, all retail natural gas at the price and on the terms and conditions specified in this Agreement. Customer's natural gas utility remains responsible for the delivery of natural gas to the Customer.
- 2. Residential or Small Commercial Service** – Customer acknowledges this Agreement is for natural gas for residential or small commercial use only.
- 3. Price and Initial Term** – The price for natural gas (Price) will be \$X.XXXX per CCF through your <Date> meter read date. Natural Gas service under this Agreement will begin with the next available meter read date after Supplier and Customer's natural gas utility process Customer's enrollment. In addition to delivering natural gas, Customer's natural gas utility will continue to read Customer's meter, bill the Customer and respond to any outages. If Customer switches back to Customer's natural gas utility for any reason, Customer may or may not be served under the same rates, terms, and conditions that apply to other customers served by the natural gas utility. The Price includes <Supplier> broker fees, but does not include any applicable taxes, fees or charges related to distribution service from the Customer's natural gas utility. If Supplier wishes to lower the Price due to a change in market conditions, Supplier may do so without Customer's consent provided there are no other changes to the terms and conditions of this Agreement.
- 4. Contract Term** – As a part of your community's program, your service from <Supplier> will commence with your next available meter reading after processing of enrollment by your natural gas utility, and will continue for the term as specified in the opt-out notification, ending on your meter read for the last month of service.
- 5. Billing and Payment** – The charges for natural gas provided by <Supplier> will appear on Customer's monthly bill from Customer's natural gas utility, and is due and payable to Customer's natural gas utility on the same day the natural gas utility's bill is due. Customer will incur additional service and delivery charges from the Customer's natural gas utility. Customer should continue to follow any bill payment procedures between Customer and Customer's natural gas utility. Customer agrees to accept the measurements as determined by Customer's natural gas utility for purposes of accounting for the amount of natural gas provided by <Supplier> under this Agreement. The customer may contact the Customer's natural gas utility to enroll in the utility budget billing program, if applicable. Customer has the right to request from <Supplier>, twice within a twelve-month period without charge, up to twenty-four months of the Customer's payment history. The failure to pay natural gas utility charges may result in Customer being disconnected from service in accordance with the Customer's natural gas utility tariff.
- 6. Customer Cancellation or Termination of the Agreement** – Customer's natural gas utility will send Customer a notice confirming the switch to <Supplier> for natural gas. CUSTOMER MAY CANCEL THIS AGREEMENT WITHOUT PENALTY WITHIN SEVEN (7) BUSINESS DAYS OF THE POSTMARK ON THE NATURAL GAS UTILITY'S CONFIRMATION NOTICE OF THE SWITCH TO <SUPPLIER> BY CONTACTING CUSTOMER'S NATURAL GAS UTILITY BY TELEPHONE OR IN WRITING IN ACCORDANCE WITH THE CANCELLATION INSTRUCTIONS ON THAT NOTICE. After the seven-day cancellation period, Customer must contact <Supplier> to terminate this Agreement. If Customer terminates this Agreement after the seven-day cancellation period and before the end of the Initial Term, Customer will be charged no early termination fee. There is no fee for early termination during any renewal term. Customer may terminate this Agreement without penalty if Customer moves outside of <Supplier's> service area or into an area where <Supplier> charges a different price for natural gas.
- 7. <Supplier> Termination of the Agreement** – <SUPPLIER> may terminate this Agreement by giving Customer written notice of at least 14 calendar days if the Customer fails to make any payments under this Agreement or

fails to meet any agreed-upon payment arrangements. <SUPPLIER> may also terminate this Agreement by giving Customer written notice if any Force Majeure Event (See Section 12 of this Agreement), as defined below, physically prevents or legally prohibits <SUPPLIER> from performing under the terms of this Agreement. Upon termination of this Agreement, Customer will return to Customer's natural gas utility for natural gas unless Customer has selected another Competitive Retail Natural Gas Service (CRNGS) provider. The effective date of any termination by Customer or <SUPPLIER> will be the next available meter read date after expiration of any required notice period and processing by the natural gas utility and <SUPPLIER> of the return of the Customer to the natural gas utility. Upon termination by any party for any reason, Customer will remain responsible for all charges for natural gas through the date of termination.

8. Assignment – <SUPPLIER> may assign, subcontract or delegate all or any part of <SUPPLIER>'s rights and/or obligations under this Agreement without consent from Customer. Customer shall not assign its rights and/or obligations under this Agreement without the prior written consent of <SUPPLIER>.

9. Customer Information – Customer authorizes <SUPPLIER> to obtain any information from Customer's natural gas utility necessary for <SUPPLIER> to perform this Agreement, including Customer's account name, account number, billing address, service address, telephone number, standard offer service type, meter readings, when charges hereunder are included on the natural gas utility's bill, and Customer's billing and payment information from Customer's natural gas utility. <SUPPLIER> is prohibited from disclosing Customer's social security number and/or account number(s) without Customer's consent except for <SUPPLIER>'s own collections and credit reporting, participation in programs funded by the universal service fund pursuant to section 4928.52 of the Revised Code, or assigning a customer contract to another CRNGS provider.

10. Dispute Resolution – If Customer has a billing or other dispute involving this Agreement, Customer may contact <SUPPLIER> at the telephone number, e-mail address or mailing address listed below. If your complaint is not resolved after you have called your natural gas supplier and/or your natural gas utility, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). 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 eight a.m. to five p.m. weekdays, or at <http://www.pickocc.org>.

11. Limitation of Liability – Customer agrees that neither <SUPPLIER> nor any of its employees, affiliates, agents, or subcontractors (collectively, <SUPPLIER> Parties) will be liable for any damages or claims for matters within the control of Customer's natural gas utility. The <SUPPLIER> Parties will not be responsible for any failure to commence or terminate power and energy service on the date specified herein due to any failure or delay in enrolling Customer with Customer's natural gas utility. The <SUPPLIER> Parties' liability will be limited to direct actual damages only. In no event will the <SUPPLIER> Parties be liable for any punitive, incidental, consequential, exemplary, indirect, attorney's fees, third-party claims or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from any breach or nonperformance of this Agreement.

12. Force Majeure – If a Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement (the "Claiming Party") and gives notice and details of to the other Party as soon as practicable, then the Claiming Party shall be excused from the performance of its obligations under this Agreement (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). The Claiming Party shall remedy the Force Majeure with all reasonable dispatch. During the period excused by Force Majeure, the non-Claiming Party shall not be required to perform its obligations under this Agreement. "Force Majeure" shall mean an event or circumstance which prevents the Claiming Party from performing its obligations or causes delay in the Claiming Party's performance under this Agreement, which event or circumstance was not anticipated as of the date this Agreement was agreed to, which

is not within the reasonable control of, or the result of the negligence of, the Claiming Party, and which, by the exercise of due diligence or use of good utility practice, as defined in the applicable transmission tariff, the Claiming Party is unable to overcome or avoid or cause to be avoided, such as, but not limited to, acts of God; fire; flood; earthquake; war; riots; strikes, walkouts, lockouts and other labor disputes that affect Customer or <SUPPLIER>. Force Majeure shall not be based on 1) Customer's inability to economically use the natural gas purchased hereunder; or 2) Supplier's ability to sell the natural gas at a price greater than the price under this Agreement.



Public Utilities Commission

Competitive Retail Natural Gas Service (CRNGS)
Governmental Aggregator Application

Case Number: 18 - 0519 -GA-GAG

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

A. Application Information

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

Provide the name and contact information of the business entity.

Legal Name: City of Beavercreek
Street Address: 1368 Research Park Drive
City: Beavercreek State: OH Zip: 45432
Telephone: 937-426-5100 Website: www.beavercreekohio.gov

A-2. Contact person for regulatory matters.

Name: Brenda Coffey
Street Address: 8469 Blue Ash Road, Suite 1
City: Cincinnati State: OH Zip: 45236
Telephone: 304-769-8921 Email: bcoffey@energyalliances.co

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

Name: Brenda Coffey
Street Address: 8469 Blue Ash Road, Suite 1
City: Cincinnati State: OH Zip: 45236
Telephone: 304-769-8921 Email: bcoffey@energyalliances.co

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

Street Address: 8469 Blue Ash Road, Suite 1
City: Cincinnati State: OH Zip: 45236
Toll-free Telephone: 800-735-0359 Email: bcoffey@energyalliances.co

B. Managerial Capability

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

B-1. Authorizing Ordinance.

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

B-2. Operation and governance plan.

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

B-3. Opt-out disclosure notice.

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

B-4. Experience and plans.

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

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

Rita E. Gordan
Signature

1/29/2024
Date

City Manager
Title

Competitive Retail Natural Gas Service Affidavit

County of Greene :

State of Ohio :

Pete E. Landrum, 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.

Pete E. Landrum City Manager
Signature of Affiant & Title

Sworn and subscribed before me this 27 day of Jan, 2024
Month Year

Cynthia D. Gould
Signature of official administering oath



CYNTHIA D. GOULD
Notary Public, State of Ohio
My Commission Expires: 1-14-2025

My commission expires on _____

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

2/28/2024 9:25:44 AM

in

Case No(s). 18-0519-GA-GAG

Summary: In the Matter of the Application of City of Beavercreek