



**DIS Case Number: 16-0457-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: Wayne Township (Jefferson County)      Country: United States  
Phone: 7409441482      Extension (if applicable):      Street: P.O. Box 107  
Website (if any):      City: Bloomingdale      Province/State: OH  
Postal Code: 43910

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

Ron Michalak  
875 N High Street, Suite 300  
Columbus, OH 43215  
US  
rmichalak@trebelllc.com  
6143248937

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

Ron Michalak  
875 N High Street, Suite 300  
Columbus, OH 43215  
US  
rmichalak@trebelllc.com  
6143248937

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

Phone: 6143248937      Extension (if applicable):      Country: United States



Fax:                                      Extension (if applicable):      Street: 875 N. High Street Suite 300  
Email: [trebelinfo@trebelllc.com](mailto:trebelinfo@trebelllc.com)      City: Columbus      Province/State: OH  
Postal Code: 43215

#### **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



**Wayne Township, Jefferson County  
Natural Gas Aggregation**

**Do Not Discard: Important Natural Gas Aggregation Information Enclosed**

May 31, 2023

«Customer\_Name»  
«Mailing\_Address»  
«Mailing\_City», «Mailing\_State» «Mailing\_Zip»

Dear Customer,

Wayne Township has selected Archer Energy as its retail supplier for its natural gas aggregation program. Township officials entered into an agreement with Archer Energy to provide a fixed rate program for the residents of Wayne Township. The fixed rate will be \$0.587 per Ccf from July 2023 through May 2025. This rate will protect residents from the unprecedented volatility in the energy markets. There is nothing that you need to do to take advantage of this program. Columbia Gas of Ohio is still your utility and will continue to bill and service your account. You will continue to be eligible for the same programs you are eligible for now through Columbia Gas of Ohio and they will continue to deliver gas safely and reliably to your home or business.

**Automatic Enrollment Process**

As a current participant in Wayne Township aggregation, you are automatically enrolled unless you decide to opt-out via one of the methods below. To learn more about the program please see the enclosed General Terms and Conditions.

**If you choose to Opt-Out**

You don't need to do anything to get this exclusive rate. However, if you decide not to participate in the program, we must receive your opt-out response through one of the methods below by June 15, 2023:

- **Mail:** Return the form below to Archer at 9777 Fairway Dr Powell, OH 43065:
- **Call:** Archer at 844-795-7491

We look forward to serving your natural gas needs.

Sincerely,

Wayne Township & Archer Energy

**WAYNE TOWNSHIP NATURAL GAS AGGREGATION OPT-OUT FORM**

☐ I do not want to participate in the Wayne Township Natural Gas Aggregation Program and wish to be served under the Columbia Gas SCO

Customer Name: \_\_\_\_\_

Account Number: \_\_\_\_\_

Service Address: \_\_\_\_\_

Signature & Date: \_\_\_\_\_

Mail to:  
Wayne Township Opt-out  
9777 Fairway Dr  
Powell, OH 43065



## **Municipal Aggregation Commonly Asked Questions**

What is Municipal Aggregation?

Municipal Aggregations are when a group of customers or entire communities join together to combine their purchasing power. The process of aggregation can generate products for communities that are more favorable than an individual customer could achieve.

Who is Archer Energy?

Archer Energy is a leading retail supplier of electricity and natural gas and is licensed by the Public Utilities Commission of Ohio and approved by the utility.

What is the aggregation program rate?

The aggregation rate and term can be found on the offering as well as the attached terms and conditions.

Will I receive a separate bill from Archer?

No, the utility will continue to bill you for its services as well as Archer's service. You will pay the utility and the utility will remit our portion to us.

How do I enroll?

Eligible residential or business customers will be automatically enrolled in the program subject to certain restrictions.

What does it mean to opt out of the program?

Opting out means that you do not want to participate in the program established by your community leaders. If you opt out you will not be enrolled in this program.

Who is eligible to participate?

Most businesses and residential customers located in the municipality are eligible.

Who would not be automatically eligible to participate?

Customers enrolled in the Percentage of Income Payment Program (PIPP), a customer who is under contract with another supplier or a mercantile customer are not automatically eligible to participate. If you would like to join the program, please contact our office to discuss.

Are there any additional fees for participating in the program?

No. There are no switching fees imposed by the utilities to participate in the program.

When will I see my new rate?

You can expect to see the new rate one to two billing cycles following your enrollment in the program.

Will my payments still be automatically deducted from my checking account as I do now?

Yes, how you pay the utility bill will not change.

Who do I call if I have a problem with my natural gas service and who will deliver my natural gas?

Your local utility will continue to be responsible for servicing your account and responding to any disruptions in service.

I already have a deregulated supplier; can I still join the aggregation?

The information provided by the utility indicated that you did not have a supplier. However, in some instances, there may be a delay in switching notices provided by the utility to suppliers. As such, you should check with your current supplier on your ability to terminate the agreement without incurring damages. You can always join the program at a later date, under the same terms and conditions.

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

No, there is no early termination fee for leaving the program at any point in time.

I am currently on budget billing, will that continue?

Yes, the utility will continue to provide you with a budget bill.

How do I contact Archer if I have any additional questions?

If you have additional questions about the program, please contact us toll free at 844-795-7491 from 9:00 am to 5:00 pm Monday through Friday.

**Service Agreement:** The terms of the opt-out governmental aggregation program (the "Program") shall be pursuant to this Natural Gas Supply Agreement (hereinafter the "Agreement") entered into by Archer Energy, LLC (hereinafter "Archer") and the natural gas account holder of record (hereinafter "Client") and shall be effective beginning with the successful enrollment of Client's natural gas account with the Local Distribution Company ("LDC"), and continue through the May 2025 meter read and billing cycle. Client shall remain responsible for all fees incurred related to the consumption of natural gas during the term of this Agreement or any renewal term(s) regardless of when invoiced and whether invoiced by the LDC or Archer directly. Upon successful enrollment LDC terms dictate it may take 30-60 days before you receive your first bill with Archer as your supplier.

**Price:** During the term of this Agreement Archer will supply Client with natural gas supply at a fixed rate of \$0.5879 per Ccf, plus applicable taxes and exclusive of any applicable LDC charges, third party fees, and applicable taxes.

**Eligibility:** Residential and small commercial accounts with annual consumption of 5,000 Ccf or less that are not enrolled in Percentage of Income Plan Program are eligible. Participation in the Program is subject to the rules and regulations of the LDC and the Public Utilities Commission of Ohio ("PUCO"). Clients are sometimes terminated from the Program by error or by being in arrears; Client may contact the LDC to resolve the problem and be reinstated to the Program. Should Client fall into arrears during the term of this Agreement and subsequently become current, Archer may re-enroll Client for the remaining term of this Agreement. This Agreement is subject to Client acceptance into the program by both Archer and your LDC and this Agreement is not binding until such acceptance has been granted.

**Renewal:** If the Program continues beyond the initial Term of service, Archer will send you a notice of renewal including, but not limited to, notice of the new Program, notice of your right to opt-out and how to opt out, and a new supply Agreement, reflecting any other changes to the Program for any renewal period.

**Opt-Out, Rescission, & Cancellation:** Client may decline this Agreement by opting-out the community aggregation. In order for Client to successfully opt-out, Archer must receive a valid opt-out notice during the opt-out period which shall be defined as twenty-one (21) days from the postmark date of the opt-out letter provided to Client. After the opt-out period expires, Client shall be enrolled with the LDC pursuant to the terms of this Agreement. After enrollment with the LDC, Client shall have a seven (7) day period whereby Client may Rescind the enrollment declining this Agreement by contacting the LDC within the rescission period. After the rescission period lapses, Client and Archer each shall have the right to terminate this Agreement at any time upon approximately 30 days advance notice which may be done so by either party without penalty or recourse except for any amounts for gas supply provided by Archer hereunder shall remain due in full regardless of when billed to Client. Upon Rescission or Cancellation, Client shall bear the responsibility of arranging Gas Supply with an alternative third-party supplier or shall be returned to LDC supply offering(s). Client may incur switching fee(s) and may not be eligible for the same rate(s) as prior to enrollment with Archer. Client shall indemnify Archer for any Cancellation processing delays, additional supply charges incurred, switching fees, or lost opportunity cost related to arranging Gas Supply following Cancellation. This Agreement will automatically terminate if Client relocates outside of the Community, or their service is terminated by the LDC.

**Billing & Payment:** Client shall continue to be billed by the LDC pursuant to their preferred billing method; LDC bills will contain charges for Gas Supply and applicable taxes from Archer pursuant to this Agreement, as well as all applicable LDC charges and taxes. Client's first bill with Archer via the Program should be approximately 30-60 days following successful enrollment with the LDC. Client agrees to make timely payments to LDC for the full amount due pursuant to the payment terms and conditions offered by LDC. Failure to make timely payments may result in the removal of Client's service locations from Archer's supply pool resulting in Cancellation and/or LDC disconnection of service. Archer reserves the right to bill Client directly for any applicable charges owed pursuant to this Agreement or in the event LDC billing is not available. If Archer bills Client directly, such amounts will be due in full by the date indicated on the invoice to Client and Client shall make all efforts to make payment directly to Archer in a timely manner.

**Amendment & Assignment:** This Agreement constitutes the entire understanding of Archer and Client with respect to the subject matter hereof and supersedes, replaces, and cancels any and all similar Agreements or verbal communications between the parties hereto. No modification or amendment of this Agreement shall be binding on the parties unless in writing. Archer reserves the right to amend this Agreement pursuant to any Regulatory Event as defined below. This Agreement is only assignable by Archer which may be done so without Client consent or notification and is only subject to applicable regulatory approvals.

**Regulatory:** Third party natural gas supply is subject to change by the LDC and/or regulatory bodies that govern the jurisdiction of the service locations served under by this Agreement. If there is a change in law, administrative regulation, rule, structure, order, judicial decision, statute, or a change in an interpretation or application of any of the foregoing (collectively, a "Regulatory Event") and such Regulatory Event causes Archer to directly or indirectly incur any capital, operating, commodity or other costs (including, but not limited to increased taxes) relating to the provision of services contemplated herein in excess to those existing prior to the date of the Regulatory Event, then Archer shall be permitted to pass through the economic effects of such Event pro rata to Client.

**Force Majeure:** Force Majeure shall be defined as causes beyond the reasonable control of Archer, Client, and/or LDC that prevents Archer from performing under this Agreement. Such events include but are not limited to: acts of god, fire, flood, war, terrorism, sabotage, the declaration of an emergency by a governmental entity or LDC, interruption of natural gas distribution & supply, or any action taken by a third party that would impede Archer's ability to serve Client under this Agreement. In the event of a Force Majeure situation, Archer shall be relieved from any performance obligations until the situation is resolved.

**Limitation of Liability:** Archer shall not assume liability or responsibility for any special, indirect, consequential or punitive damages related to the failure of the LDC or any other party to perform its duties. This includes but is not limited to interruptions of service, service outages, termination of service, failure to provide service, or damages arising as a result of negligence. Archer provides no warranty of merchantability or fitness for a particular purpose or use. Client acknowledges and agrees that no warranty, duty or remedy, whether expressed, implied or statutory, is given or intended to arise out of this Agreement. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

**Miscellaneous:** This Agreement shall continue after Cancellation or expiration as necessary for billing and payments related to the terms of this Agreement, limitations of liability as defined below and all other relevant terms. Archer 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 Archer is a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. If tax exempt, it shall be the responsibility of Client to provide Archer a copy of a valid exemption certificate from the applicable taxing authority.

**Resolution:** In the event of an emergency or if you smell gas, immediately contact the LDC at the number provided on your bill. In the event of a billing concern or dispute, Client is encouraged to first contact Archer's Customer Care Center to discuss the matter toll free at (844) 795-7491 M-F 9am-5pm. Concerns can also be provided via email to [info@ArcherEnergy.com](mailto:info@ArcherEnergy.com) or in writing to 9777 Fairway Dr., Powell, OH 43065. If Archer is unable to resolve a concern, Client should contact the LDC at the number listed on their most recent bill or refer their concern to the Public Utilities Commission (PUCO) for assistance at (800) 686-7826 (toll free) or for TTY at (800) 686-1570 (toll free) from 8:00 a.m. to 5:00p.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 disputes and/or utility issues at (877) 742-5622 (toll free) from 8:00 a.m. to 5:00p.m. weekdays, or at [www.pickocc.org](http://www.pickocc.org). If a suit is filed, any legal action involving this Agreement shall be brought only in a court of the State of Ohio and Client agrees not pursue any claims arising under this Agreement on a class or other representative basis and will not seek to coordinate or consolidate any legal actions arising under this Agreement with any other proceeding.

# Competitive Retail Natural Gas Service Affidavit

Township of Wayne :

County of Jefferson :

State of Ohio :

Erin Schmerschneider, Affiant, being duly sworn/affirmed, hereby states that:

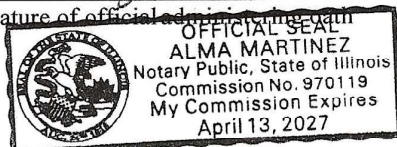
1. The information provided within the certification or certification renewal application and supporting information is complete, true, and accurate to the best knowledge of affiant, and that it will amend its application while it is pending if any substantial changes occur regarding the information 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.

[Signature] as Agent for Wayne Township  
Signature of Affiant & Title

Sworn and subscribed before me this 19 day of March, 2024  
Month Year

[Signature]  
Signature of official administering oath



Alma Martinez  
Print Name and Title

My commission expires on 4/13/27



**WAYNE TOWNSHIP  
JEFFERSON CO, OHIO  
AMMENDED RESOLUTION 2015-036**

A RESOLUTION AUTHORIZING ALL ACTIONS NECESSARY TO EFFECT A GOVERNMENTAL NATURAL GAS AGGREGATION PROGRAM WITH OPT-OUT PROVISIONS PURSUANT TO SECTION 4929.26 OHIO REVISED CODE AND DIRECTING THE JEFFERSON COUNTY BOARD OF ELECTIONS TO SUBMIT A BALLOT QUESTION TO THE ELECTORS.

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

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

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

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

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

Section 1: The Board finds and determines that it is in the best interest of the Township, its residents, businesses and other retail natural gas consumers located within the boundary limits unincorporated areas of Wayne Township, excluding the Village of Bloomingdale, to establish an Aggregation Program in the unincorporated areas of Wayne Township, excluding the Village of Bloomingdale. Provided that the Aggregation Program is approved by the electors of the Township pursuant to Section 2 of this Resolution, the Board is hereby authorized to automatically

aggregate, in accordance with Section 4929.26, Ohio Revised Code, the retail natural gas loads located within the Township, and, for that purpose, to enter into service agreements to facilitate for those loads the purchase and sale of natural gas service. The Board may exercise such authority jointly with any other political subdivision of the State of Ohio to the full extent permitted by law, which may include use of an energy broker/consultant/aggregator, so long as the broker/consultant/aggregator is certified by the Public Utilities Commission of Ohio.

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

Section 2: The Board of Elections of Jefferson County is hereby directed to submit the following question to the electors of the unincorporated areas of Wayne Township, excluding the Village of Bloomingdale, at the election on November 5, 2015:

Shall the Board of Trustees of Wayne Township have the authority to aggregate the retail natural gas loads located in the unincorporated areas of Wayne Township, excluding the Village of Bloomingdale, and for which there is a choice of supplier of that service, and for that purpose, enter into services agreements to facilitate for those loads the sale and purchase of natural gas service, such aggregation to occur automatically except where any person elects to opt-out, in accordance with Section 4929.26 of the Ohio Revised Code and Resolution No. 2015-036 adopted by the Board of Trustees?

The Fiscal Officer of this Board is instructed to immediately file a certified copy of this Resolution and the proposed form of the ballot question with the Jefferson County Board of Elections not less than ninety (90) days prior to the election to be held November 5, 2015. The Aggregation Program shall not take effect unless approved by a majority of the electors voting upon this Resolution and the Aggregation Program provided for herein at the election held pursuant to this Section 2 and Section 4929.26,





Ohio Revised Code.


Section 3: Upon approval of a majority of the electors voting at the election provided for in Section 2 of this Resolution, this Board, individually or jointly with any other political subdivision, may develop a plan of operation and governance for the Aggregation Program. Before adopting such plan, this Board shall hold at least two public hearings on the plan. Before the first hearing, notice of the hearings shall be published once a week for two consecutive weeks in a newspaper of general circulation in the Township. The notice shall summarize the plan and state the date, time, and place of each hearing. No plan adopted by this Board shall aggregate any retail natural gas load within the Township unless it, in advance, clearly discloses to the person whose retail natural gas load is to be so aggregated that the person will be enrolled automatically in the Aggregation Program and will remain so enrolled unless the person affirmatively elects by a stated procedure not to be so enrolled. The disclosure shall state prominently the rates, charges, and other terms and conditions of enrollment. The stated procedure shall allow any person enrolled in the Aggregation Program the opportunity to opt-out of the program at least every two years, without paying a switching fee. Any such person who opts out of the Aggregation Program pursuant to the stated procedure shall default to the natural gas company providing distribution service for the person's retail natural gas load, until the person chooses an alternative supplier.

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

Date: 7-28-15

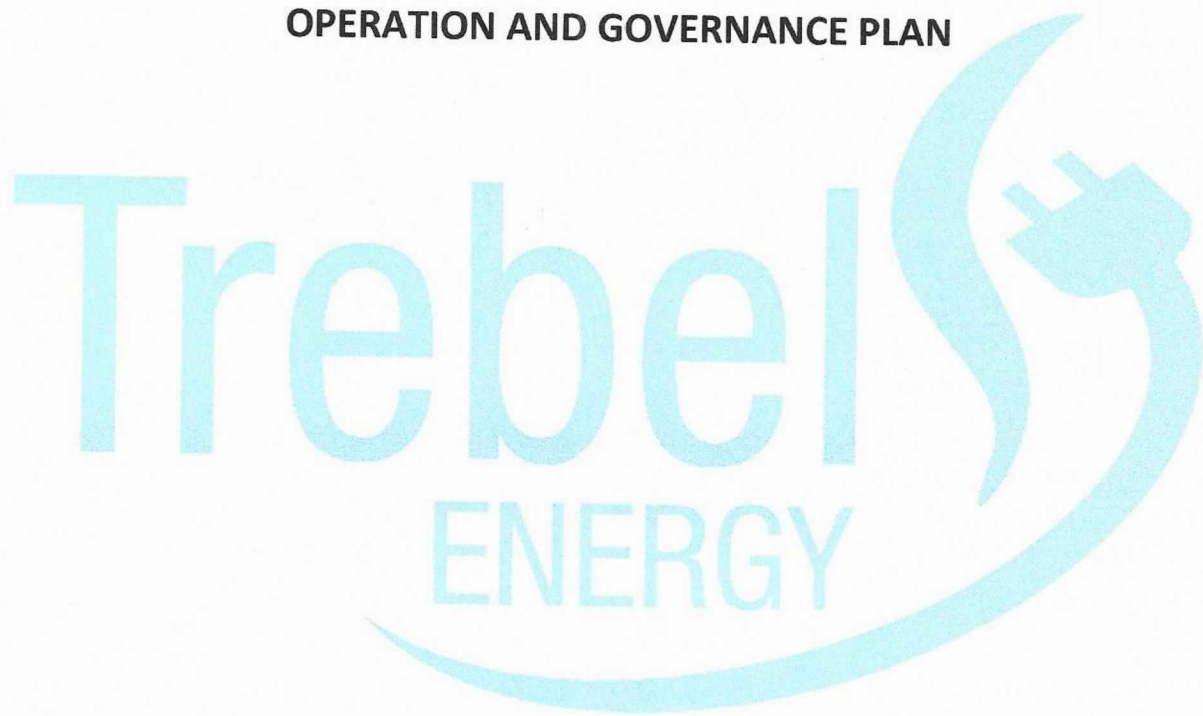
  
Trustee

  
Trustee

  
Trustee

**EXHIBIT B-2**

**OPERATION AND GOVERNANCE PLAN**



**WAYNE TOWNSHIP  
NATURAL GAS AGGREGATION  
PROGRAM**

***OPERATION AND GOVERNANCE  
PLAN***

**Prepared by:**



**Adopted on Dec 30, 2015**



## **I. Overview**

In November 2015, a majority of voters authorized the Wayne Township ("Township") to create a form of government natural gas aggregation known as "opt-out" aggregation and to create an opt-out natural gas aggregation program ("the Aggregation Program") as provided under Section 4929.26 of the Ohio Revised Code. Under the opt-out natural gas aggregation program, all eligible natural gas consumers within the Township's limits will be automatically included in the Aggregation Program initially. However, all consumers will also be given the opportunity to opt out of or decline participation in the Aggregation Program as detailed herein. Additionally, Participants who leave the Aggregation Program and wish to return, consumers who affirmatively choose to participate in the Aggregation Program, and consumers who move into the Township after the initial opt-out period will be afforded the opportunity to enroll in the Aggregation Program on an opt-in basis.

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

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

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

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

## **II. Process**

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

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

Participants who leave the Aggregation Program and wish to return, consumers who affirmatively choose to participate in the Aggregation Program, and consumers who move into the Township after the initial opt-out period will be afforded the opportunity to enroll in the Aggregation Program on an opt-in basis. However, the Township cannot guarantee rates, terms, and conditions to consumers enrolling in the Aggregation Program after the initial 21-day opt-out period. Opt-in Participants enrolling in the Aggregation Program will execute an opt-in contract with the selected CRNGS Provider delineating the rates, terms, and conditions prior to being placed into the Aggregation Program.

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

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

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

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



### III. Plan of Operation and Governance

#### A. Definitions

1. **Aggregation:** Combining the natural gas requirements of multiple customers for the purpose of supplying or arranging for the supply of competitive retail natural gas service to those customers.
2. **Aggregation Program Manager or Consultant:** The individual or company retained by the Township to oversee the operation and management of the Township's Aggregation Program.
3. **Competitive Retail Natural Gas Service (CRNGS):** A component of retail natural gas service that is deemed competitive under the Ohio Revised Code or pursuant to an order of the PUCO. This includes, but is not limited to, the services provided by competitive retail natural gas service providers, marketers, aggregators, and governmental aggregators.
4. **Competitive Retail Natural Gas Service Provider (CRNGS Provider):** A person or entity certified by the PUCO and registered with natural gas utility which supplies or offers to supply competitive natural gas supply/service over a natural gas utility's transmission and/or distribution system.
5. **Consumer:** Any person or entity that is an end user of natural gas and is connected to any part of the applicable natural gas utility's transmission or distribution system within the Township's boundaries.
6. **Delivery Charge:** Charge imposed by the natural gas utility for delivering natural gas to a consumer's home or business. The charge includes meter reading, billing, maintaining system reliability and responding during emergencies and outages.
7. **Distribution:** The delivery of natural gas to a consumer's home or business through a natural gas utility's infrastructure and other equipment. Natural gas utilities' distribution system operations are regulated by the PUCO.
8. **Natural Gas Supply Charge:** All charges related to the supply of natural gas by the CRNGS Provider.
9. **Governmental Aggregator:** An incorporated Township or city, township, or county acting as an aggregator for the provision of a CRNGS under authority conferred by Section 4929.26 of the Ohio Revised Code.

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

#### **B. Aggregation Program Management**

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

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

Oversight of the Aggregation Program will be the responsibility of the Township's Consultant, in consultation with the Township. The Consultant, in consultation with the Township, will have the authority to develop specifications for the Aggregation Program. The CRNGS Provider will work



under the direction of the Consultant with the advice and counsel of the Township.

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

The Township will not buy and resell natural gas to Aggregation Program Participants. The Township, through its Consultant, will negotiate with potential CRNGS providers to provide affordable, reliable natural gas supply, and other related services on behalf of local consumers. The Township will consider cooperating with other governmental aggregators if it appears beneficial to do so.

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

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

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

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

**D. Natural Gas Supply Charges**

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

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

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

It is the intention of the Township to offer its Aggregation Program to all eligible customers for which the CRNGS Provider can offer a savings compared to the natural gas utility's avoidable costs or price to compare.

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

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

- Customer name;
- Customer service address;
- Customer billing address;
- Natural gas utility customer account number;
- Natural gas utility rate code;
- Natural gas utility PIPP code;
- Customer usage data;
- Whether or not a customer has a present contract with a CRNGS Provider; and
- Whether or not a customer has a special service contract with the natural gas utility.



From this information, the Township, its Consultant, and the CRNGS Provider will develop the pool of customers eligible to participate in the Aggregation Program, for which the CRNGS Provider can offer savings.

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

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

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

Consumers may opt out of the Aggregation Program by returning a postage-paid post card or other form provided in the opt-out letter.

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

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

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

Provider will maintain a list of customers who have opted out under the Aggregation Program rules.

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

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

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

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

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

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

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

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

The CRNGS Provider will develop internal controls and processes to help ensure that the Township remains in good standing as a governmental aggregator that



complies with all laws, rules, and regulations regarding the same as they may be periodically amended.

**J. New and Returning Participants**

Participants who leave the Aggregation Program and wish to return, consumers who affirmatively choose to participate in the Aggregation Program, and consumers who move into the Township after the initial opt-out period will be afforded the opportunity to enroll in the Aggregation Program on an opt-in basis. However, the Township cannot guarantee rates, terms, and conditions to consumers enrolling in the Aggregation Program after the initial 21-day opt-out period. Opt-in Participants enrolling in the Aggregation Program will execute an opt-in contract with the selected CRNGS Provider delineating the rates, terms, and conditions prior to being placed into the Aggregation Program. Consumers may contact the Township's Consultant or CRNGS Provider to obtain current enrollment information and the opt-in contract.

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

**K. Billing**

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

**L. Questions and Concerns**

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

Participants with questions or concerns regarding service delivery or safety, such as a service problem or the odor of gas, should continue to contact Columbia. Meter reading or other billing questions should also be directed to Columbia.

Questions regarding Aggregation Program enrollment and opting out should be directed to the CRNGS Provider. Any other general questions regarding the Aggregation Program should be directed to the Township's Consultant.

Question or Concern	Contact	Phone Number
Service interruption or safety concern	Columbia Gas of Ohio	1-800-344-4077
Connect/disconnect service	Columbia Gas of Ohio	1-800-344-4077
Meter reading/billing	Columbia Gas of Ohio	1-800-344-4077
Enrollment in or opting out of Aggregation Program	CRNGS Provider Trebel LLC	1-888-XXX-XXXX 1-877-861-2772
Aggregation Program Questions or Concerns	Trebel LLC	1-877-861-2772
Unresolved disputes	PUCO	1-800-686-7826 (voice) 1-800-686-1570 (TDD)

#### **M. Reliability and Indemnification of Consumers**

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

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



**N. Participant Rights**

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

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

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

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

Low-income consumers shall remain subject to all provisions of Ohio law and PUCO rules and regulations as they may be amended from time to time regarding their rights to return to the applicable natural gas utility's Standard Choice Offer and participation in the Aggregation Program.

**O. Participant Responsibilities**

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

**P. Termination of the Aggregation Program**

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

## Exhibit A-5 "Experience"

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

Due to the complexity of governmental aggregation, the applicant \_\_\_\_\_  
" \_\_\_\_\_" will rely on the energy consulting services of Trebel, LLC to assist them in designing, implementing and maintaining the Program. Trebel, LLC is a PUCO certified Electric Aggregator/Broker (certificate #14-867E(3) and Natural Gas Aggregator/Broker (certificate #12-267G(4)). Trebel, LLC has experience in managing numerous governmental programs in the Ohio market.

Below is a detailed summary of services being provided:

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

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

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

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**Summary: In the Matter of the Application of Wayne Township (Jefferson County)**