

(614) 221-0800

88 E. Broad St., Suite 1560

Columbus, OH 43215

www.wp-lawgroup.com



THE WELDELE & PIACENTINO  
LAW GROUP CO., LPA

Eric D. Weldele

eweldele@wp-lawgroup.com

Gina M. Piacentino

gpiaentino@wp-lawgroup.com

February 10, 2017

Franklin Christman  
Village Administrator  
200 Station Street East  
Ashville, Ohio 43103

RE: Village of Ashville  
Case No.: 17-0441-GA-GAG

Dear Mr. Christman:

Please find enclosed a time stamped copy of the Certification Application for the Village of Ashville.

If you have any questions or concerns, please do not hesitate to contact my office.

My best,

Gina M. Piacentino

GMP/sew  
Enclosure

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Columbus, OH 43215  
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Eric D. Weldele  
eweldele@wp-lawgroup.com  
Gina M. Piacentino  
gpiacentino@wp-lawgroup.com

February 10, 2017

Public Utilities Commission of Ohio  
Docketing Division, 11<sup>th</sup> Floor  
180 E. Broad Street  
Columbus, Ohio 43215

RECEIVED-DOCKETING DIV  
2017 FEB 10 PM 12:06  
PUCO

RE: Village of Ashville  
Case No.: 17-0441 - GA-GAG

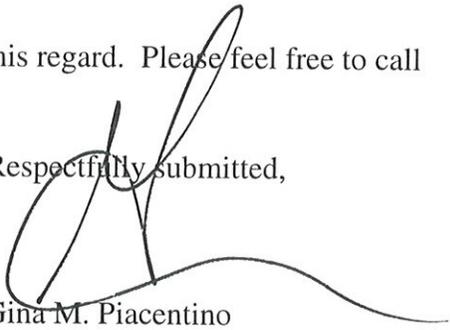
Dear Sir/Madam:

Enclosed please one (1) original and two (2) copies, as required by the PUCO, of the Certification Application for the Village of Ashville as a Governmental Aggregator to provide Natural Gas Governmental Aggregation Service to the Village of Ashville.

You are requested to direct all future correspondence in this matter to Gina M. Piacentino, The Weldele & Piacentino Law Group, at the address indicated above or [gpiacentino@wp-lawgroup.com](mailto:gpiacentino@wp-lawgroup.com)

Thank you in advance for your assistance in this regard. Please feel free to call me if you have any questions.

Respectfully submitted,

  
Gina M. Piacentino

cc: Franklin Christman, Village Administrator



Date Received	Case Number	Certification Number
	- GA-GAG	

CERTIFICATION APPLICATION
OHIO NATURAL GAS GOVERNMENTAL AGGREGATORS

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

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

SECTION A - APPLICANT INFORMATION

A-1 Applicant information:

Note: If filing as a township or village, please include the name of the County where the township or village is located in the applicant name. For example, Miami Township, Hamilton County

Legal Name Village of Ashville
Address 200 East Station Street, PO Box 195 Ashville, Ohio 43103
Telephone No. 740-983-6367 Web site address http://www.ashvilleohio.gov/
Current PUCO Certificate Number Effective Dates
County Pickaway

A-2 Contact person for regulatory or emergency matters:

Name Franklin Christman Title Village Administrator
Business Address 200 Station Street East
Telephone No. 740-983-6367 Fax No. 740-983-4703 Email Address fchristman@ashvilleohio.gov

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

Name Mark Skaggs Title Energy Specialist
Business address 790 Windmill Dr., Pickerington, Ohio 43147
Telephone No. 800-977-8374 Fax No. 800-328-3301 Email Address mskaggs@volunteerenergy.com

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

Customer service address 790 Windmill Dr., Pickerington, Ohio 43147
Toll-Free Telephone No. 800-977-8374 Fax No. 800-328-3301 Email Address sraffeld@volunteerenergy.co

**SECTION B - APPLICANT AUTHORITY AND AGGREGATION PROGRAM INFORMATION**

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED

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

Applicant Signature and Title

*Franklin C. ... U. H. ... Adm.*

Sworn and subscribed before me this *23<sup>rd</sup>* day of *January* Month *2017* Year

*Melissa C. Wietelmann*

Signature of official administering oath

*Melissa C. Wietelmann*

Print Name and Title

*August 23, 2020*  
My commission expires on



MELISSA C. WIETELMANN  
NOTARY PUBLIC  
STATE OF OHIO  
Commission expires  
August 23, 2020



# The Public Utilities Commission of Ohio

Ohio Natural Gas Governmental Aggregation  
Affidavit Form  
(Version 1.07)

In the Matter of the Application of )  
Village of Ashville )  
for a Certificate or Renewal Certificate to Provide )  
Natural Gas Governmental Aggregation Service in )  
Ohio. )

Case No. -GA-GAG

County of Pickaway  
State of Ohio

Franklin Christman, Village Administrator [Affiant], being duly sworn/affirmed, hereby states that:

- (1) The information provided within the certification or certification renewal application and supporting information is complete, true, and accurate to the best knowledge of affiant.
- (2) The applicant will timely file an annual report of its intrastate gross receipts and sales of hundred cubic feet of natural gas pursuant to Sections 4905.10(A), 4911.18(A), and 4929.23(B), Ohio Revised Code.
- (3) The applicant will timely pay any assessment made pursuant to Section 4905.10 or Section 4911.18(A), Ohio Revised Code.
- (4) Applicant will comply with all applicable rules and orders adopted by the Public Utilities Commission of Ohio pursuant to Title 49, Ohio Revised Code.
- (5) Applicant will cooperate with the Public Utilities Commission of Ohio and its staff in the investigation of any consumer complaint regarding any service offered or provided by the applicant.
- (6) Applicant will comply with Section 4929.21, Ohio Revised Code, regarding consent to the jurisdiction of the Ohio courts and the service of process.
- (7) Applicant will inform the Public Utilities Commission of Ohio of any material change to the information supplied in the certification or certification renewal application within 30 days of such material change, including any change in contact person for regulatory or emergency purposes or contact person for Staff use in investigating customer complaints.
- (8) Affiant further sayeth naught.

Affiant Signature & Title

*Franklin Christman* Village Administrator

Sworn and subscribed before me this 23<sup>rd</sup> day of January Month 2017 Year

*Melissa C. Wietelmann*

Melissa C. Wietelmann

Signature of Official Administering Oath

Print Name and Title

My commission expires on

August 23, 2020



MELISSA C. WIETELMANN  
NOTARY PUBLIC  
STATE OF OHIO  
Commission expires  
August 23, 2020

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Exhibit B-1:  
Authorizing Ordinance



# ORDINANCE 2015-07 OF THE VILLAGE OF ASHVILLE



**AN ORDINANCE AUTHORIZING ALL ACTIONS NECESSARY TO EFFECT A GOVERNMENTAL NATURAL GAS AGGREGATION PROGRAM WITH OPT-OUT PROVISIONS PURSUANT TO SECTION 4929.26, OHIO REVISED CODE (ORC), DIRECTING THE PICKAWAY COUNTY BOARD OF ELECTIONS TO SUBMIT A BALLOT QUESTION TO THE ELECTORS FOR THE VILLAGE OF ASHVILLE, AND DECLARING AN EMERGENCY.**

WHEREAS, the Ohio Legislature has enacted natural gas deregulation legislation ("Am. Sub. S.B. No. 3") which authorizes the legislative authorities of municipal corporations, townships and counties to aggregate the retail natural gas loads located in the respective jurisdictions and to enter into service agreements to facilitate for those loads the purpose and sale of natural gas;

WHEREAS, such legislative authorities may exercise such authority jointly with any other legislative authorities;

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

WHEREAS, Council for the Village of Ashville seeks to establish a governmental aggregation program with opt-out provisions pursuant to R.C. 4929.26 (the "Aggregation Program"), for the residents, businesses and other natural gas consumers in the Village and in conjunction jointly with any other municipal corporation, township, county or other political subdivision of the State of Ohio, as permitted by law.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF ASHVILLE, STATE OF OHIO:

**SECTION 1.** Council for the Village of Ashville hereby finds and determines it is in the best interest of its residents, businesses, and other natural gas consumers located within the corporate limits of the Village to establish the Aggregation Program. Provided this Ordinance is adopted by Council and the Aggregation Program is approved by the electors of the Village of Ashville pursuant to Section 2 of this Ordinance, the Village of Ashville is hereby authorized to aggregate in accordance with R.C. 4929.26, the retail natural gas loads located within the Village, and, for that purpose, to enter into service agreements to facilitate for those loads the sale and purchase of natural gas. The Village may exercise such authority jointly with any other municipal corporation, township or county or other political subdivision of the State of Ohio to the full extent permitted by law. The aggregation will occur automatically for each person owning, occupying, controlling, or using a natural gas load center proposed to be aggregated and will provide for the opt-out rights described in Section 3 of this Ordinance.

**SECTION 2.** The Board of Elections of Pickaway County is hereby directed to submit the following question to the electors of the Village of Ashville at the primary election on November 3, 2015.

Shall the Village of Ashville have the authority to aggregate the retail natural gas loads located in the Village, and for that purpose, enter into service agreements to facilitate for those loads the sale and purchase of natural gas, such aggregation to occur automatically except where any person elects to opt out?

YES – FOR THE MEASURE

No – AGAINST THE MEASURE

repared: 05/18/2015  
vised Date:  
eview Date:

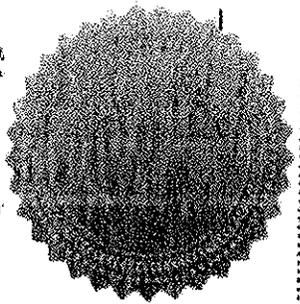
of 2 | Page

**CERTIFICATE OF RECORDING OFFICER**

I, the undersigned, hereby certify, that the foregoing is a true and correct copy of the ordinance adopted by the Village of Ashville Council held on 6<sup>th</sup> day of July 2015, and that I am duly authorized to execute this certificate

  
(Original signature of April D. Grube)

Clerk-Fiscal Officer  
(Title)



SECTION 3. The Village Clerk is instructed immediately to file a certified copy of this Ordinance and the proposed form of the ballot question with the County Board of Elections not less than ninety (90) days prior to November 3, 2015. The Aggregation Program shall not take effect unless approved by a majority of the electors voting upon this Ordinance and the Aggregation Program provided for herein at the election held pursuant to this Section 2 and R.C. 4929.26.

SECTION 4. The Village Administrator and Fiscal Officer are hereby authorized and directed to enter into an agreement to help facilitate the Aggregation Program, pool the Village's residential and small business natural gas loads, and secure multiple competitive supplier bids. The Village Administrator is hereby authorized and directed to execute all documents necessary, and to take all action necessary, to effect the Aggregation Program.

SECTION 5. Upon the approval of a majority of the electors voting at the election provided for in Section 2 of this Ordinance, Council for the Village of Ashville, individually or jointly with any other political subdivisions, shall develop a plan of operation and governance for the Aggregation Program. Before adopting such plan, the Village Council, and/or its representative 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 Village. The notice shall summarize the plan and state the date, time, and location of each hearing. No plan adopted by Council shall aggregate the natural gas load of any natural gas load center within the Village unless it in advance clearly discloses to the person owning, occupying, controlling, or using the load center that the person will be enrolled automatically in the Aggregation Program and will remain so enrolled unless the person affirmatively elects by a stated procedure not to be so enrolled. The disclosure shall state prominently the rates, charges, and other terms and conditions of enrollment. The stated procedure shall allow any person enrolled in the Aggregation Program the opportunity to opt out of the program every two years without paying a penalty as set forth in rule 4901:28-04 of the Ohio Administrative Code.

SECTION 6. It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

SECTION 7: Council declares this to be an emergency measure immediately necessary for the preservation of the public peace, health, and safety of this municipality and the further reason that the Village needs to forward a copy of this Ordinance to the Pickaway County Board of Elections no later than ninety days before the November 3, 2015 election. Wherefore, provided this Ordinance receives the required affirmative votes of Council, this Ordinance shall take effect and be in force immediately upon passage by Council and approval by the Mayor.

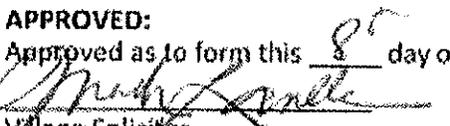
Offered by: Nelson R. Embrey

Seconded by: Randy S. Loveless

PASSED THIS 6<sup>th</sup> DAY OF JULY, 2015

ATTEST:  DATE: 7/10/15  
April D. Grube, Clerk-Fiscal Officer

APPROVED:  DATE: 13 July 15  
Charles K. Wise, Mayor

APPROVED:  
Approved as to form this 8<sup>th</sup> day of July, 2015:  
  
Village Solicitor

2 of 2 | Page



# ORDINANCE 2016-10 OF THE VILLAGE OF ASHVILLE



**AN ORDINANCE AUTHORIZING THE MAYOR OR VILLAGE ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH VOLUNTEER ENERGY SERVICES, INC. FOR A GOVERNMENTAL AGGREGATION PROGRAM WITH OPT-OUT PROVISIONS PURSUANT TO LAW AND DECLARING AN EMERGENCY.**

WHEREAS, pursuant to R.C. 4928.20, municipalities may aggregate customers within their jurisdiction in order to secure lower natural gas services within the municipality through collective purchasing; and

WHEREAS, in 2016, Council for the Village of Ashville, thru an approved ballot question, established a governmental aggregation program with opt-out provisions, according to law, for the residents, businesses and other natural gas consumers in the Village to receive distribution service from Volunteer Energy Services, Inc. ; and

WHEREAS, Aspen Energy Corporation, on behalf of the Village of Ashville, has been working with several suppliers to secure the lowest pricing for the natural gas aggregation. Although this pricing can fluctuate daily, Volunteer Energy Services, Inc. has agreed to hold its price for the Village; and

WHEREAS, Council for the Village of Ashville now wants to authorize the Mayor or Village Administrator to enter into an agreement with Volunteer Energy Services, Inc. in order to secure lower cost natural gas services from Volunteer Energy Services, inc. for the benefit of the residents, businesses, and other natural gas consumers within the Village.

NOW, THEREFORE BE IT ORDAINED, by the Council of the Village of Ashville, Pickaway County, Ohio that:

SECTION 1: Council hereby finds and determines it is in the best interest of the Village, its residents, businesses and other natural gas customers located within the corporation limits of the Village to receive distribution service from Volunteer Energy Services, Inc.

SECTION 2: The Mayor or Village Administrator is hereby authorized and directed to enter into an agreement with Volunteer Energy Services, Inc. for a governmental natural gas aggregation program with opt-out provisions. The Mayor or Village Administrator also is authorized to execute any other documents necessary to make this Agreement effective.

SECTION 3: All prior legislation, or any parts thereof, which is/are inconsistent with this Ordinance is/are hereby repealed as to the inconsistent parts thereof.

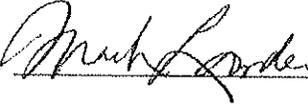
SECTION 4: It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

SECTION 5: Council declares this to be an emergency measure immediately necessary for the preservation of the public peace, health, and safety of this municipality and the further reason that it is necessary to enter in to this agreement immediately or risk the electricity cost increasing. Wherefore, provided this Ordinance receives the required affirmative votes of Council, this Ordinance shall take effect and be in force immediately upon passage by Council.

Offered by: Nelson R. Embrey      Seconded by: R. David Rainey

PASSED THIS 19<sup>th</sup> DAY OF DECEMBER, 2016

APPROVED:

Approved as to form this 20<sup>th</sup> day of December 2016.  Mark Landes, Esq., Village Solicitor

ATTEST:



DATE: 1/5/17

### CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify, that the foregoing is a true and correct copy of the ordinance adopted by the Village of Ashville Council held on 19<sup>th</sup> day of December 2016, and that I am duly authorized to execute this certificate.

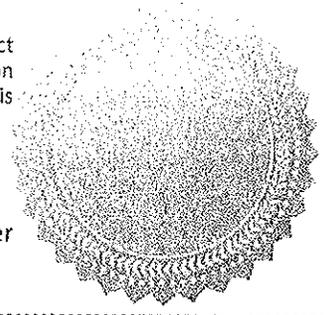
Prepared: 12/16/2016

Revised Date:

Review Date:

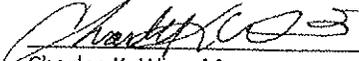
(Original signature of April D. Grube)

Clerk-Fiscal Officer  
(TITLE)



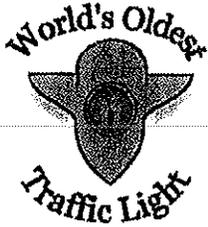
April D. Grube, Clerk-Fiscal Officer

APPROVED:



Charles K. Wise, Mayor

DATE: 06-05-17



# RESOLUTION 10-2015

## OF THE VILLAGE OF ASHVILLE



A RESOLUTION AUTHORIZING THE MAYOR OR VILLAGE ADMINISTRATOR TO PROCURE NATURAL GAS THROUGH ASPEN ENERGY AND TO EXECUTE CONTRACTS AS REQUIRED.

A RESOLUTION AUTHORIZING THE MAYOR OR VILLAGE ADMINISTRATOR TO ENTER INTO A GAS SERVICE AGREEMENT FOR THE PROPERTIES OWNED OR CONTROLLED BY THE VILLAGE OF ASHVILLE:

Whereas, the Village of Ashville is responsible for economically obtaining utility services for the equipment and facilities owned by the Village of Ashville; and

Whereas, Aspen Energy is in the business of procuring agreements for gas and electric services; and

Whereas, the Village of Ashville is interested in obtaining natural gas at a reduced cost; now therefore,

BE IT RESOLVED by the Council of the Village of Ashville, Ohio:

SECTION 1. That the Mayor or Village Administrator be and is hereby authorized to work with Aspen Energy to obtain natural gas for the Village of Ashville, Ohio.

SECTION 2. That this agreement will become part of the Gas Aggregation Process or will terminate as part of the conclusion of the Aggregation Process with no negative economic impact upon the Village of Ashville.

SECTION 3. That this resolution shall take effect and be in force from and after the earliest period allowed by law.

Offered by: Nelson R. Embrey

Seconded by: Brian M. Garvine

PASSED THIS 20<sup>th</sup> DAY OF JULY, 2015

ATTEST:   
April D. Grube, Clerk-Fiscal Officer

DATE: 7/22/15

APPROVED:   
Charles K. Wise, Mayor

DATE: 22 July 15

Prepared: 06/10/2015  
Revised Date:  
Review Date:

1 of 1 | Page

CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify, that the foregoing is a true and correct copy of the resolution adopted by the Village of Ashville Council held on 20<sup>th</sup> day of July 2015, and that I am duly authorized to execute this certificate.

\_\_\_\_\_  
(Original signature of April D. Grube)

Clerk-Fiscal Officer  
(TITLE)

John A. Ellis (REP) . . . . . 18,811 100.00  
 Over Votes . . . . . 0  
 Under Votes . . . . . 6,446

State Board of Education (9th District)  
 Vote for not more than 1

(WITH 26 OF 26 PRECINCTS COUNTED)

Stephanie Dodd. . . . . 9,550 100.00  
 Over Votes . . . . . 0  
 Under Votes . . . . . 6,230

State Board of Education (10th District)  
 Vote for not more than 1

(WITH 17 OF 17 PRECINCTS COUNTED)

Braydon L. Bevens. . . . . 2,591 43.69  
 Nick Owens . . . . . 3,339 56.31  
 Over Votes . . . . . 1  
 Under Votes . . . . . 3,546

Chief Justice of the Supreme Court  
 Vote for not more than 1

(WITH 42 OF 42 PRECINCTS COUNTED)

Maureen O'Connor . . . . . 16,532 100.00  
 Over Votes . . . . . 0  
 Under Votes . . . . . 8,725

Justice of the Supreme Court (1/1/2017)  
 Vote for not more than 1

(WITH 42 OF 42 PRECINCTS COUNTED)

Pat Fischer. . . . . 10,809 57.22  
 John P. O'Donnell. . . . . 8,082 42.78  
 Over Votes . . . . . 2  
 Under Votes . . . . . 6,364

Justice of the Supreme Court (1/2/2017)  
 Vote for not more than 1

(WITH 42 OF 42 PRECINCTS COUNTED)

Pat DeWine . . . . . 13,779 68.09  
 Cynthia Rice . . . . . 6,456 31.91  
 Over Votes . . . . . 2  
 Under Votes . . . . . 5,020

Judge of Court of Appeals (4th District) (2/9/17)  
 Vote for not more than 1

(WITH 42 OF 42 PRECINCTS COUNTED)

Valarie K. Gerlach . . . . . 6,157 34.24  
 Matthew W. McFarland. . . . . 11,825 65.76  
 Over Votes . . . . . 1  
 Under Votes . . . . . 7,274

Ashville Gas Aggregation

(WITH 3 OF 3 PRECINCTS COUNTED)

Yes . . . . . 922 53.82  
 No. . . . . 791 46.18  
 Over Votes . . . . . 0  
 Under Votes . . . . . 120

New Holland - Current Expenses, 1 mill  
 (WITH 1 OF 1 PRECINCTS COUNTED)

For the Tax Levy . . . . . 116 44.27  
 Against the Tax Levy. . . . . 146 55.73  
 Over Votes . . . . . 0  
 Under Votes . . . . . 3

New Holland - Cemetery, 1 mill

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# Exhibit B-2: Operation and Governance Plan

PUBLIC HEARING NOTICE

Pursuant to Sections 4928.20(C) and 4929.27(B) of the Ohio Revised Code, the Village of Ashville, Ohio shall conduct public hearings for the purpose of obtaining public input on the Plans of Operation and Governance of the natural gas aggregation programs. The Plans of Operation and Governance include the following provisions: (1) service provided; (2) determination of rates; (3) opt-out procedures; (4) billing and credit; (5) switching fees; and, (6) participation in the aggregation programs. The Public Utilities Commission of Ohio may suggest other provisions to the Plan after its review.

All eligible customers who receive natural gas service from Columbia Gas - shall be included in the Village's aggregation programs. If an acceptable supply offer is received and accepted by the Village, eligible customers shall receive an opt-out letter for the natural gas program explaining the rate and terms and conditions of each program.

The public hearing shall be held in the Council Room on January 9, 2017 at noon and 6:00 PM;

All hearings shall be conducted at the Administration Office Building located at 200 Station Street East, Ashville, Ohio 43103.

December 16, 23, 2016

401372 Circleville Herald

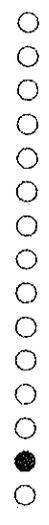
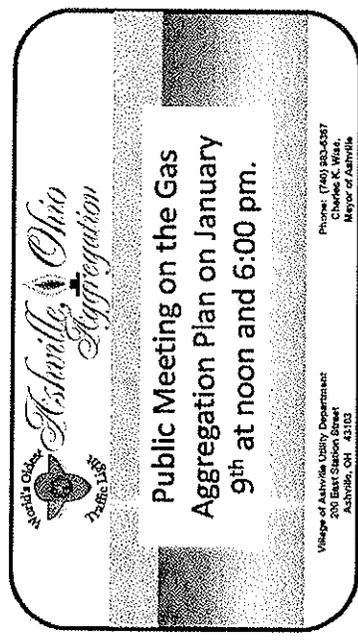
Street Dept: 614/402-9676  
 Utility Dept: 614/214-9223  
 Mon-Fri 8:00am-4:00pm

## 01. HOME

# GAS AGGREGATION

A Public Meeting will occur on January 9th at noon and 6:00 pm to review the Gas Aggregation Plan. The Plan and more information can be found on the following webpage. It can be accessed by clicking on "read more" or the image to the right. One important topic will include the "Opt-out" procedures.

[READ MORE](#)





## PLAN OF OPERATION AND GOVERNANCE – VILLAGE OF ASHVILLE

### Natural Gas Governmental Aggregation

**Introduction.** On November 8, 2016, a majority of the voters in the Village of Ashville, OH approved a referendum that authorized the Village of Ashville (“the Village”) to pursue Automatic Governmental Aggregation. After the Village held two public hearings on the matter, as prescribed by Section 4929.26 of the Ohio Revised Code, the Village approved this Plan of Operation and Governance, prepared in accordance with Section 4901:1-28-03 of the Ohio Administrative Code. Once certified as a Governmental Aggregator, the Village will be authorized to combine multiple retail natural gas customer loads within its geographic boundaries (the “Aggregation”) for the purpose of arranging for the purchase of natural gas supply in Ohio’s competitive retail natural gas market.

**Governmental Aggregation Services.** The Village, 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 Columbia Gas (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 limits of the Village and that an area within the Village limits 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 Village 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 is forming 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 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 are removed from the eligible account list as well. Upon completion of the 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 business days.

In addition to the initial 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 is available by telephone 24 hours per day, 7 days per week. The Supplier's customer service center is Monday through Friday 9:00 till 4:00, message outside of these hours will be contacted promptly the next business day.~~ Any unresolved disputes should be directed to the Public Utilities Commission of Ohio and/or the Ohio Consumers Council. As a convenience, below are a list of helpful toll free telephone numbers.

<u>Nature of Complaint</u>	Contact	Phone Number
Gas Odor/Leaks-Fire-Explosions	Columbia Gas	1-800-344-4077
Service turn on/off	Columbia Gas	1-800-344-4077
Billing Disputes	Columbia Gas	1-800-344-4077
Price/Joining/Leaving Program	Supplier Customer Service	1-740-983-6367
Program Regulatory Questions	Supplier Customer Service	1-740-983-6367
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 Village 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 [www.puc.state.oh.us](http://www.puc.state.oh.us) or by calling toll free (800) 686-7826 (VOICE) or (800) 686-1570 (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 Village.** Aggregation participants who move from one location to another within the corporate limits of the Village 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 corporate limits of the Village 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 Village, the participant should contact the Supplier to be reenrolled.

**Moving outside of the Village.** Aggregation participants who move out of the Village limits 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 Village's corporate limits 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 in to the Village 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.)

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# Exhibit B-3: Automatic Aggregation Disclosure Notification

Date: 2017

## ENROLLMENT NOTICE

Dear Resident or Small Business:

In November 2016, The Village Of Ashville residents approved by majority vote the creation of a Natural Gas Aggregation Program to seek lower natural gas rates for eligible residential and small business customers. The Village Of Ashville council selected (SUPPLIER) Services, Inc. to supply natural gas to the Village Of Ashville Natural Gas Aggregation Program. As a resident or small business owner within The Village Of Ashville, you are eligible to participate in this program.

You will be automatically enrolled in the program unless you opt out by Date, 2017.

### Benefits

The Village Of Ashville has negotiated a competitive price of \$\*.\*\*\*/ccf. This pricing will be effective from your first meter read in (DATE) through your (DATE) meter read. Please see the enclosed Terms and Conditions for full details.

### Billing and Service Unchanged

Other than the price and supplier, nothing regarding your natural gas service will change. You will continue to receive one monthly bill from Columbia Gas. Columbia Gas will continue to deliver your natural gas, restore service following an outage, and be responsible for maintaining the system that delivers natural gas to your home. While (SUPPLIER) offers budget billing of its generation service charges for this aggregation program, please note that if you are currently on budget billing with Columbia Gas, the utility may bill you for any balance owed to them at the time of enrollment. This may result in a charge or a credit from Columbia Gas, depending on the current status of your budget billing accumulation. To set up budget billing with (SUPPLIER), please call our customer service center at (\*\*\*\*\*)\*\*\*\*. Please note: (SUPPLIER) will bill you for your actual energy supply charges (rather than any budgeted amount) until you have contacted us to set up your budget billing account. Your budget billing with Columbia Gas will automatically continue for all other portions of your Columbia Gas bill other than the energy supply component if you are currently enrolled with Columbia Gas for the same service.

### Be Informed

- If you do nothing, you will be automatically enrolled in the Village Of Ashville program.
- Columbia Gas will continue sending monthly bills, responding to outages, and delivering your natural gas.
- No one from the Village Of Ashville program will ever come door to door and ask you to switch to a new supplier. Anyone who comes to your door asking you to switch is not with the Village Of Ashville program.

To participate in the program, DO NOT return the card below

If you do not wish to participate, fold and tear at perforation and return this portion in the enclosed envelope

## NOTIFICATION OF INTENT TO OPT-OUT

- I do not wish to be part of the Village Of Ashville Natural Gas Aggregation program. By returning this card, I am officially opting-out of this program.

This notification is in regard to service at this address:

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

Name \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

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**Enrollment Information**

After your enrollment is finalized, Columbia Gas will send you a letter confirming your enrollment. As required by law, this letter will inform you of your ability to rescind your enrollment without penalty.

**How to Opt Out**

If you do not wish to participate in the Village Of Ashville Natural Gas Aggregation Program, you must opt-out by DATE, 2017. To opt out, return the enclosed postcard. You may also opt-out by contacting (SUPPLIER) toll-free at (\*\*\*)\*\*-\*\*\*\*\* or online at [www.\(SUPPLIER\).com](http://www.(SUPPLIER).com). If you do not opt-out you will be enrolled in the Village Of Ashville Natural Gas Aggregation Program. At the end of this current two year term in DATE 20\_\_, you will again be provided with an opportunity to opt-out of the Village's Aggregation Program, or you may terminate the agreement at any time without penalty per the Natural Gas Purchase and Sale Terms and Conditions.

If you have any questions, please contact (SUPPLIER) toll-free at (\*\*\*)\*\*-\*\*\*\*\* or online at [www.\(SUPPLIER\).com](http://www.(SUPPLIER).com)

Sincerely,

(SUPPLIER)

Enclosure: Terms and Conditions

Sample

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# Exhibit B-4: Opt-Out Notice

**The Village Of Ashville  
Natural Gas Aggregation Program**

**OPT OUT NOTICE – TERMS & CONDITIONS**

The Village of Ashville pursuant to the aggregation authority conferred upon it by Ballot Issue, which passed by a majority of the vote November 2016, selected SUPPLIER ("Seller") to supply the aggregation and to administer enrollments as described below. IF YOU DO NOT WISH TO PARTICIPATE, YOU MUST OPT-OUT BY DETACHING AND RETURNING THE OPT OUT CARD ATTACHED TO THE ENROLLMENT NOTICE, POSTMARKED NO LATER THAN DATE 2016, BY SOING ON-LINE AT [www.{SUPPLIERWEBSITE}.COM](http://www.{SUPPLIERWEBSITE}.COM), OR BY CALLING OUR TOLL FREE NUMBER (XXX) XXX-XXXX BY DATE 2017. You, the account holder (also referred to as "Buyer") for the account referenced on the letter accompanying his Opt Out Notice (the "Account"), and Seller agree to the following terms and conditions (the "Agreement").

**1. Enrollment:** Enrollment is automatic for those who are eligible, but participation is voluntary. IF YOU DO NOT WISH TO PARTICIPATE, YOU MUST OPTOUT BY RETURNING THE OPT OUT CARD ATTACHED TO THE ENROLLMENT NOTICE, POSTMARKED NO LATER THAN DATE 2016, BY GOING ONLINE AT [www.{SUPPLIERWEBSITE}.com](http://www.{SUPPLIERWEBSITE}.com), OR BY CALLING OUR TOLL FREE NUMBER BY DATE 2017.

**Eligibility:** To be eligible for automatic aggregation, Buyer and the Accounts to be served (i) must be located within the jurisdictional boundaries of the Village of Ashville and Columbia Gas ("Utility"), (ii) may not be under contract with another competitive supplier, (iii) may not be a mercantile customer or a PIPP (Percentage of Income Payment Plan program customers) customer, and (iv) must be in good credit standing with the Utility. **Rescission Period:** If this is Buyer's first enrollment into the Village Of Ashville Aggregation Program, upon Buyer's successful enrollment, the Utility will send Buyer a letter confirming the transfer of service. Buyer may cancel its enrollment without penalty within seven (7) business days of the postmark date of that letter ("Rescission Period") by contacting the Utility in writing or by telephone as noted in that letter.

**2. Delivery Period:** Service shall begin as soon as the Utility accepts your enrollment. Service shall continue through the DATE meter read date. Prior to the end of the initial Delivery Period, Seller shall provide Buyer notice of any changes to the terms and conditions of this Agreement that apply to service during the next Delivery Period. If renewal is indicated in the expiration notice, service will renew at the terms stated in the renewal notice unless Buyer affirmatively terminates the Agreement upon the Expiration as provided in the notice. Buyer shall have the opportunity to opt-out of the Aggregation Program at least every two (2) years without penalty.

**3. Supplier's and Utility's Role:** Seller agrees to sell to Buyer and deliver to the Utility, and Buyer agrees to purchase from Seller and receive from the Utility, Buyer's full requirements of natural gas for the accounts listed on the Enrollment Notice ("Accounts"), the Utility will deliver the natural gas to the Accounts and shall invoice and collect Seller's charges. Seller does not impose credit or deposit requirements. The Utility's billing and payment procedures shall apply in accordance with the applicable tariff, including but not limited to, the Utility's right to assess late payment fees and to disconnect gas service for past due charges. The Utility or Seller may terminate your service under this Agreement for non-payment with at least fourteen (14) days written notice. Seller may cause the Utility to correct previous invoices in the event of invoicing errors. Buyer should contact the Utility in the event of a natural gas emergency.

**4. Price: The Price will be a Fixed Price Rate of \$X.XX per ccf**

The Price includes all gas supply costs to the Utility and some pass-through charges from the Utility to the burnertip, including, but not limited to, btu factor and shrinkage. If the pass-through charges from the Utility increase, or if new charges are approved by a governmental agency with jurisdiction and passed through, or if existing tariff charges are administered differently and the pass through charges from the Utility increase, the Price will increase accordingly. There are no recurring or nonrecurring supplier charges that are billed in addition to the Price. A switching fee may apply under the terms of the Utility's tariff. **Seller shall not charge You separately for any switching fees.** The Price does not include Taxes (as defined below) or Utility distribution charges.

**5. Taxes:** Buyer is responsible for all state and local sales, use, revenue, gross receipts, commercial activity, excise and/or ad valorem tax (collectively, "Taxes") and shall reimburse Seller if Seller is required to remit such Taxes in connection with this Agreement. Tax exempt customers wishing to participate are requested to please send their most recent tax exempt certificate on or before DATE 2017 to: {NATURAL GAS SUPPLIER,LLC}, {123 MAIN STREET}, {TOWN}, {STATE} 12345 or fax to (XXX) XXX-XXXX. Be sure to note The Village of Ashville Aggregation Program on the certificate. NATURAL GAS SUPPLIER, LLC will not charge sales tax starting with the date the certificate is received.

**6. Customer Information:** Seller will not request a deposit or investigate your credit history to establish service. The Buyer's social security number, account number(s), or any customer information will not be released by Seller without Buyer's express written consent except in accordance with rules 4901:1-28-04 and 4901:1-29-09 of the Ohio Administrative Code. Upon request of Buyer, Seller will provide up to 24 months of Buyer's payment history without charge.

**7. Termination; Remedies:** (a) This Agreement will automatically terminate or Buyer may terminate the Agreement without penalty if (i) the requested service location is not served by the Utility or (ii) Buyer, or the applicable Account being served, moves outside the Utility service area or to an area not served by Seller.

(b) This Agreement will terminate upon written notice, but without penalty to Buyer if, (i) competitive retail natural gas service is no longer available due to a change in regulation, tariff, or law, or (ii) Seller defaults, which includes, an unexcused failure to deliver natural gas under the terms of this Agreement.

(c) An "Early Termination" shall occur if this Agreement is terminated (i) by Buyer to select a different price or rate plan after the Rescission Period but prior to the end of the Delivery Period, or for any other reason other than those listed in (a)-(b) above or (ii) by Seller due to Buyer's default, which includes a failure to pay or an unexcused failure to receive natural gas under the terms of this Agreement. In the event of an Early Termination, Seller will not charge a termination fee. If Buyer returns to the Utility after the Rescission Period, Buyer may not be served on the same rates, terms and conditions that apply to the Utility's Standard Service Offer.

**8. Limitations:** ALL NATURAL GAS SOLD HEREUNDER IS PROVIDED "AS IS", AND SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT, WHETHER IN AGREEMENT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES.

**9. Force Majeure:** Except for Buyer's obligation to pay Seller timely, neither Party shall be liable to the other for failure to perform an obligation if such failure was caused by any event beyond the reasonable control of the non-performing party, that could not be remedied by the exercise of due diligence and that was not reasonably foreseeable, including without limitation, acts of God interruption of utility service, terrorist acts or wars, force majeure events of the Utility. Seller may return Buyer to Utility service upon notification of a Force Majeure event preventing performance.

**10. Questions, Complaints and Concerns:** Buyer may contact Seller (i) by calling 24 hours per day, 7 days per week at (XXX) XXX-XXXX, by visiting [www.{supplierwebsite}.com](http://www.{supplierwebsite}.com); or (ii) by writing us at {NATURAL GAS SUPPLIER,LLC}, {123 MAIN STREET}, {TOWN}, {STATE} 12345. Seller will attempt to resolve all customer complaints in a timely manner and will respond to all complaints within 3 business days of receipt. If Buyer's complaint is not resolved after Buyer has called Seller, or for general utility information, residential and business customers may contact the public utilities commission of Ohio (PUCO) for assistance at (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 contract the PUCO via 7-11 (Ohio relay service). The Ohio consumers' counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at (877) 742-5622 (toll free) from eight A.M. to five P.M. weekdays, or at <http://www.pickocc.org>.

**11. Miscellaneous:** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. Subject to regulatory approvals and notice from Seller, Seller may assign this Agreement without Buyer's consent. Buyer may assign this Agreement only with Seller's consent. This Agreement constitutes the entire agreement between the Parties, superseding all verbal and written understandings.

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# Exhibit B-5: Experience

## EXPERIENCE

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Due to the complexity of Governmental Aggregation, the Village of Ashville has hired Aspen Energy Corporation (hereinafter "Aspen Energy") to assist them in designing, implementing and maintaining an Aggregation Program.

Aspen Energy was founded by Mr. Jonathan Peele over fifteen (15) years ago and employs over thirty (30) people in Dublin, Ohio. Aspen Energy is a Certified Electric Aggregator and Broker (14-767E(2)) and a Certified Natural Gas Aggregator and Broker (14-335G(2)).

Aspen currently manages approximately twenty-five (25) natural gas and electric aggregations programs that impact approximately twenty (20) communities across Ohio. Contact information for Aspen Energy:

4789 Rings Road  
Dublin, Ohio 43017  
614-884-5300

Among other services, Aspen Energy will actively lead and participate in the following activities to ensure the Aggregation Program for the Village of Ashville is effective and compliant:

1. Assist in maintaining the Plan of Operation and Governance;
2. Lead the required public hearings and attend County Commissioners' and other meetings;
3. Assist the Village of Ashville in the day-to-day administration of the program (problem resolution, press release, PUCO compliance, supplier liaison, contract review, etc.);
4. Design and issue the Request for Proposal, analyze supplier responses and provide recommendations for the supply agreement; and
5. Furnish customer data provided by Columbia Gas that would serve as the basis for an opt-out notice.

Aspen Energy is dedicated to reliable service and committed to ensuring the satisfaction of all the residents in the Village of Ashville. Contact information at Aspen Energy with respect to issues involving the Village of Ashville is:

Marc Hollinger  
4789 Rings Road, Suite 100, Dublin, Ohio 43017  
PH: 614-884-5300  
Email: [mhollinger@aspenenergy.com](mailto:mhollinger@aspenenergy.com)

The Village of Ashville will not take title to the natural gas, issue bills, read meters or staff a call center for complaints. Those functions will be provided by Columbia Gas and the selected CRES supplier. The Village will comply with its responsibilities as a Governmental Aggregator and will respond to questions concerning the Aggregation program.