

ORDINANCE NO. 2013- 3631

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH VOLUNTEER ENERGY TO OBTAIN NATURAL GAS SERVICES FOR THE CITY OF FREMONT, STATE OF OHIO AND DECLARING AN EMERGENCY.**

**WHEREAS**, Natural Gas deregulation provides an opportunity for customers to participate in the potential benefits through lower natural gas rates and:

**WHEREAS**, Volunteer Energy Services is certified by the Public Utilities Commission of Ohio to provide competitive retail natural gas services.

**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL, CITY OF FREMONT, STATE OF OHIO,**

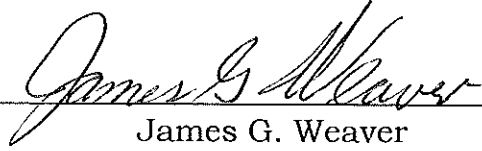
**SECTION 1.** That the Mayor is hereby authorized to enter into an agreement with Volunteer Energy to provide natural gas services to the city's buildings. The list of accounts is hereby attached as (Exhibit A).

**SECTION 2.** That this Council finds and determines that it is in the best interest of the city to establish lower natural gas rates for its own natural gas accounts.

**SECTION 3.** That Fremont City Council finds and determines 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 4.** The immediate operation of the provisions of this ordinance is necessary for the immediate preservation of the public peace, health, safety and welfare of the citizens of the City of Fremont. Said emergency being the need to lock in the best natural gas rates for the City of Fremont.

This ordinance, provided it receives a two-thirds yea or nay vote of all the members elected to the Fremont City Council, is hereby declared to be an emergency measure and this ordinance shall be in full force and effect from and after its passage by the Council of the City of Fremont, approval by the Mayor, and publication and posting as required by law.



James G. Weaver  
President of Council

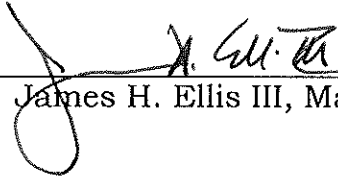
PASSED: 4-18-13

Effective date: 4-18-13

YEAS: 7 NAYS: 0



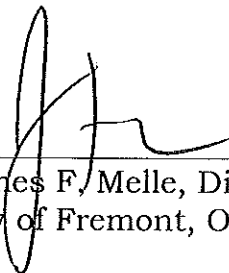
Elaine J. Huntley, City Council Clerk



James H. Ellis III, Mayor

ORD1782

Approved as to form:

A handwritten signature in black ink, appearing to read 'J. Melle', written over a horizontal line.

James F. Melle, Director of Law  
City of Fremont, Ohio



# VolunteerEnergy

## NATURAL GAS AGREEMENT

Execution of the Natural Gas Supply Agreement signifies my desire to be a customer of Volunteer Energy Services, Inc. (VE). I agree to the ENERGY SUPPLY TERMS AND CONDITIONS that are incorporated herein by reference. I appoint VE as my agent and authorize VE to obtain usage history from my utility company.

City of Fremont

Customer Name as it appears on utility bill \_\_\_\_\_

Date \_\_\_\_\_

Account Holder/Authorized Person Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Service Address 323 South Front Street, Fremont, OH 43420

Phone 419-334-5900

State \_\_\_\_\_

Zip \_\_\_\_\_

Fax \_\_\_\_\_

E-Mail [jellis@fremontohio.org](mailto:jellis@fremontohio.org)

### GAS UTILITY:

Columbia Gas of Ohio (15 digits)

	Acct No.	Name	Service Address	City
1	12380433 001 000 8	Police	1141 W State St	Fremont
2	12380433 002 000 7	Fire	1145 W State St	Fremont
3	12384676 002 000 9	Street	711 S Front St	Fremont
4	12384943 001 000 3	City Bldg	373 S Front St	Fremont
5	12387699 002 000 8	Hse No. 2	506 Pine St	Fremont
6	12389062 001 000 6	Water Tower	650 Cedar St	Fremont
7	12389063 001 000 4	Water Tower	700 Cedar St	Fremont
8	14757118 001 000 7	Vehicle Maint	717 S Front St	Fremont
9	12384943 002 000 2	Park	1101 Tiffin St	Fremont
10	12384070 002 000 3	WTP	1113 Tiffin St	Fremont
11	12388018 002 000 1	WPCC	1019 Sand Rd	Fremont
12	12384943 004 000 0		660 St Joesph St	Fremont

Price 7% off Columbia Gas of Ohio's Standard Choice Offer Adder

For Office Use Only

Price Code: \_\_\_\_\_

Agent: Buckeye Energy Brokers

VE Rep: \_\_\_\_\_

Broker ID: \_\_\_\_\_

Rev. 11/09



## ENERGY SUPPLY TERMS AND CONDITIONS

These ENERGY SUPPLY TERMS AND CONDITIONS have important information you need to know before you commit to natural gas service from Volunteer Energy Services, Inc. ("VE"). VE is an Ohio corporation whose customers include a variety of Ohio natural gas end users. VE's purpose is to provide to its members the lowest cost alternative for reliable supplies of natural gas. This is accomplished by purchasing wholesale energy supplies and services and then dispersing those supplies to VE's customers. As a supply customer of VE, you agree to the Terms and Conditions of VE's natural gas supply contract.

**Pricing and Service Arrangements:** Volunteer Energy's energy supplies will be delivered to your residence or facilities via the utility's distribution lines. Natural gas supply will be provided for your facilities by VE on a cost per Ccf basis. The price will be a **monthly market price** that will vary from month to month. It will be based upon the lowest market price Volunteer Energy can obtain for natural gas for the month. The price will be based upon an approved index or the NYMEX market plus an adder for basis, transportation, fuel shrinkage, storage, pooling and balancing fees plus any associated costs for redelivery to the customer's burner tip.

**Term:** The term of this Agreement shall commence when accepted by VE and shall continue on a month-to-month basis until terminated pursuant to the terms of this Agreement. Natural gas service will begin within 60 days of approval. Customers supply Agreement with VE and natural gas service can be terminated on 30-day notice in writing to VE. The local natural gas utility will provide transportation of that natural gas at rates approved by the Public Utilities Commission of Ohio.

**Office Locations and Hours:** VE's offices are located at 790 Windmill Dr., Pickerington, Ohio 43147 and are open from 8:30 AM to 4:00 PM E.S.T. Monday through Thursday. VE can be reached by telephone at 614-856-3128 or toll free at 800-977-8374. Telephone service hours are from 8:30 AM to 4:00 PM E.S.T. Monday through Thursday.

**Bill Payment Process:** The utility will continue to bill you for their delivery services and also for VE's natural gas supplies. Your monthly invoice will contain the utilities transportation charges and VE's gas supply charges and is due by the date published on the invoice. VE may terminate your membership and natural gas supply agreement upon fourteen (14) days notice for failure to pay the bill or to meet any agreed upon payment arrangement.

**Complaint Dispute Resolution:** If you have any complaints regarding your natural gas service or your monthly bill, please contact us at 800-977-8374. Upon request, VE will provide to you up to twenty-four months of your payment history without charge. If VE's staff cannot remedy your dispute, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) (website [www.puco.ohio.gov](http://www.puco.ohio.gov)) at 1-800-686-7826 or, for the hearing impaired, 1-800-686-1570 weekdays from 8:00 a.m. to 5:30 p.m. Additionally, the Ohio Consumers' Council (OCC) represents residential customers in matters before the PUCO. The OCC may be contact toll free at 1-877-742-5622 from 8:00 a.m. to 5:00 p.m. weekdays or visit [www.pickocc.org](http://www.pickocc.org).

**Amendment to Agreement:** VE and Customer may amend VE's Supply Agreement from time to time upon approval. Any amendments made would not take effect for a minimum of thirty (30) days and you will receive thirty (30) days written notice.

**Calls for Service Problems:** If you become aware of a gas emergency condition, or experience an unanticipated loss of gas service, you should contact the utility at the number listed on your gas bill.

**Credit:** We may verify your credit history with a credit reporting company upon your application for membership in VE. Determination of credit worthiness will be by generally accepted business practices.

**Termination/Rescission of Agreement:** You may rescind your natural gas supply agreement with VE within seven (7) days of signing a supply agreement by notifying us in writing at the address identified above. After the initial seven (7) day period, either you or we may terminate the contract at any time by providing the non-terminating party thirty (30) days written notice of such termination. You will remain responsible for all natural gas consumed by you prior to the actual cessation of services but there is no termination fee charged by VE. If your supply contract with VE is terminated, your natural gas supply will automatically be provided by the utility under its standard tariff unless or until you choose another supplier. If you voluntarily terminate your membership in VE, it is possible that your utility may charge you more than their gas cost recovery rate. VE does not charge a switching fee. Check with your local utility for any fees that they may impose.

This Agreement will automatically terminate upon the occurrence of any of the following: (1) the requested service location is not served by the incumbent natural gas company; (2) the customer moves outside the area served by the incumbent natural gas company or VE; and (3) VE determines to terminate your supply agreement and returns you to the incumbent natural gas company.

Natural gas may only be shut off by the utility under procedures approved by the Public Utilities Commission.

**Program Compliance:** The utility's deregulation program is subject to the ongoing jurisdiction of the PUCO. If the PUCO cancels the program, this contract is rendered void with no penalty to either party. The laws of the State of Ohio will govern this agreement. notification to Volunteer Energy Services, Inc.