

December 14, 2017

Public Utilities Commission of Ohio
Docketing Division, 11th Floor
180 East Broad Street
Columbus, Ohio 43215-3793

RE: Natural Gas Governmental Aggregator Certification Renewal Application for Hamilton Township (Case Number 09-1956-GA-GAG)

Attached please find the renewal application for certification as a Governmental Aggregator of Natural Gas for Hamilton Township.

Independent Energy Consultants, Inc. is providing aggregation consulting services to Hamilton and is filing this application on their behalf.

If you have any additional needs or questions, please call me at 330-995-2675 or email me at mburns@naturalgas-electric.com

Sincerely,



Mark R. Burns
President

Enclosures



PUCO USE ONLY - Version 1.07		
Date Received	Renewal Certification Number	ORIGINAL GAG Case Number
		09 - 1956 - GA-GAG

RENEWAL 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 Renewal Applicant information:

Legal Name Hamilton Township
Address 7780 S. State Route 48 Hamilton Township, Ohio 45039
Telephone No. 513-683-8520 Web site address www.hamilton-township.org
Current PUCO Certificate Number 09-177G(4) Effective Dates 1/16/2016 - 1/16/2018

A-2 Contact person for regulatory or emergency matters:

Name Mark R. Burns Title President, Independent Energy Consultants, Inc.
Business Address 215 W. Garfield Road Suite 210, Aurora Ohio 44202
Telephone No. 330-995-2675 Fax No. 800-574-4508 Email Address mburns@naturalgas-electric.com

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

Name Mark R. Burns Title President, Independent Energy Consultants, Inc.
Business address 215 W. Garfield Road Suite 210, Aurora Ohio 44202
Telephone No. 330-995-2675 Fax No. 800-574-4508 Email Address mburns@naturalgas-electric.com

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

Customer service address 215 W. Garfield Road Suite 210, Aurora Ohio 44202
Toll-Free Telephone No. 888-862-6060 Fax No. 800-574-4508 Email Address mburns@naturalgas-electric.com

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

[Handwritten Signature] Administrator

Sworn and subscribed before me this *30th* day of *November* Month *2017* Year

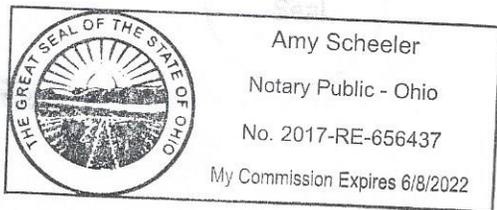
[Handwritten Signature: Amy Scheeler]

Signature of official administering oath

Amy Scheeler Police Clerk

Print Name and Title

My commission expires on *June 8th, 2022*





The Public Utilities Commission of Ohio

Ohio Natural Gas Governmental Aggregation
Affidavit Form
(Version 1.07)

In the Matter of the Application of)

Hamilton Township)

for a Certificate or Renewal Certificate to Provide)

Natural Gas Governmental Aggregation Service in)
Ohio.

Case No. 09-1956 -GA-GAG

County of Warren

State of Ohio

Ray Warrick, 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

[Signature] Administrator

Sworn and subscribed before me this

20th day of

November Month

2017 Year

[Signature]
Signature of Official Administering Oath

Amy Scheeler Notary Clerk
Print Name and Title

My commission expires on

June 8th, 2022



Amy Scheeler

Notary Public - Ohio

No. 2017-RE-656437

My Commission Expires 6/8/2022

Hamilton Township Exhibit B-1 "Authorizing Ordinance"

HAMILTON TOWNSHIP BOARD OF TRUSTEES WARREN COUNTY OHIO

RESOLUTION: NUMBER 09-1202 DATED 12-2-2009

A Resolution acknowledging the authorization establishment of a government aggregation program with opt-out provisions pursuant to Section 4929.26 of the Ohio Revised Code (the "Aggregation Program") for the residents, businesses and other natural gas consumers in the Township of Hamilton.

WHEREAS, on November 3, 2009, Hamilton residents voted in favor of the Township having the authority to aggregate the retail natural gas loads located in the Township and to enter into service agreements to facilitate for those loads the sale and purchase of natural gas pursuant to Sections 4929.26 of the Ohio Revised Code; and

WHEREAS, after the passage of the ballot, the Board of Trustees held two public hearings as required by Revised Code 4929.26(c) to explain customer rights in an "opt-out" aggregation and to adopt a Plan of Operations and Governance for its natural gas governmental aggregation program.

NOW, THEREFORE, be it ordained by the Board of Trustees of the Township of Hamilton, County of Warren, State of Ohio:

Section 1: That the Trustees of the Township of Hamilton acknowledge the affirmative vote of the electorate on November 3, 2009, thereby granting authority to the Township of Hamilton to establish a natural gas aggregation program.

Section 2: That this Board hereby adopts the Township of Hamilton's Plan of Operation and Governance, (attached hereto and incorporated herein by reference as Exhibit A) for the implementation and administration of the Township's gas aggregation program in accordance with Revised Code 4929.26(c).

Section 3: That it is found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including section 121.22 of the Ohio Revised Code.

Hamilton Township Exhibit B-1 "Authorizing Ordinance"

Section 4: That this Resolution shall be in full force and effect from and after the earliest period allowed by law.

Gene Duvelius moved for the adoption of the foregoing resolution, being seconded by Michael Munoz.

Upon the call of role the vote resulted as:

Mrs. Ehling----Yes
Mr. Munoz-----Yes
Mr. Duvelius----Yes

Resolution 09-0212 was approved this 2nd Day of December, 2009.



Jacquiline Terwilleger
Hamilton Township Fiscal Officer

TOWNSHIP OF HAMILTON NATURAL GAS AGGREGATION PROGRAM

PLAN OF OPERATION AND GOVERNANCE

For additional information contact:
Mark R. Burns, President
Independent Energy Consultants, Inc.
Ph: (330) 995-2675



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(A) Introduction

This aggregation plan has been developed in compliance with Ohio Revised Code, Section 4929.26 regarding governmental aggregation of natural gas service.

The Hamilton Township ("Township") passed the necessary resolution to place the issue of Opt-out Governmental Aggregation of natural gas on the November 3, 2009 ballot. The ballot issue subsequently passed by wide margin. The Township will follow the Plan of Operation and Governance ("Plan") outlined below. This Plan was adopted after two public hearings were held in accordance with section 4929.26 (C) of the Ohio Revised Code.

(B) Operation and Governance Plan Detail

(1) Description of Services and Professional Assistance

The Township Aggregation Program ("Program") seeks to aggregate the retail natural gas loads of consumers located in the Township to negotiate favorable rates for the supply of Natural Gas. Favorable shall mean rates lower than those available to individual residents at the time. The Township may also select an offer based on beneficial terms and conditions not available through the regulated utility. Fixed-rate pricing that would provide stability, particularly during the heating season, would be an example of a beneficial condition.

With a Township population of approximately 8,600 the Program has the potential to combine residential accounts and small commercial accounts into a buying group that will be attractive to Certified Retail Natural Gas Service (CRNGS) suppliers. Participation in the Program is voluntary. Any individual customer ("Member") has the opportunity to decline to participate in the Program and to return to Dominion East Ohio ("Duke Energy") supply or to enter into a service contract with any CRNGS supplier.

The Township will administer an opt-out aggregation program that will automatically include all eligible natural gas accounts within the Township boundaries.

Residential and small commercial natural gas customers often lack the ability to effectively negotiate natural gas supply services. The Township's Program provides them an opportunity to benefit from professional representation and bargaining power achieved through an aggregation program. The aggregation Program is designed to reduce the amount Members pay for natural gas and to gain other favorable terms of service such as price stability.

Due to the complexity of deregulation of the Natural Gas utility industry, the Township has entered into contract with Independent Energy Consultants, Inc. (Independent Energy Consultants), a PUCO certified broker and aggregator of natural gas and electricity. Among other things, Independent Energy Consultants will provide these consulting services:

- Draft and assist in maintaining the Plan of Operation and Governance.

Hamilton Township Exhibit B-2 "Operation and Governance Plan"

- Lead any required Public Hearings and attend Township Trustee meetings upon request.
- Assist the Township in the day-to-day administration of program (problem resolution, press releases, PUCO compliance, supplier liaison, contract review, etc.)
- Administer the Request for Proposal process, analyze supplier responses and provide recommendations for the supply agreement
- Review customer data provided by Duke Energy that would serve as the basis for an Opt-Out Notice
- Track the performance of the selected supplier, report on program participation and provide an analysis of current and future market conditions
- Write/prepare reports on a quarterly/annual basis to the Township, PUCO and Ohio Consumers' Counsel.

The Township through its consultant, Independent Energy Consultants, will seek bids and negotiate with CRNGS suppliers. The Township will not assume title to natural gas. It will not buy and resell natural gas to the Members of the program. Instead, the Township will competitively bid and negotiate a contract with a Competitive Retail Natural Gas supplier to provide natural gas supply to the Members of the aggregation program. Similarly, the Township will not handle billing or scheduling of natural gas. Those responsibilities rest with Duke Energy and selected supplier.

Only Suppliers meeting strict criteria will be considered.

- Suppliers will need to be certified by the Public Utilities Commission of Ohio
- Registered with Duke Energy to do business in their service territory. Both the certification and registration ensure that Suppliers possess the managerial, technical, and financial competence to perform the services they offer.
- Successfully completed Electronic Data Interchange (EDI) computer system testing with Duke Energy to support Governmental Aggregation Program transactions.
- Agree to hold harmless the Township from any financial obligations arising from the Program.
- The selected CRNGS suppliers will need to agree to notify the Township and negotiate with the Township at least 60 days in advance of attempting to terminate the agreement for any reasons other than (i) the scheduled end date or (ii) Force Majeure.
- The selected CRNGS supplier shall demonstrate its creditworthiness by possessing an investment grade long-term bond ratings from at least two of the following rating agencies:

Standard & Poors	BBB or Higher
Moody's Investors' Services	Baa3 or Higher
Fitch ICBA	BBB or Higher
Duff & Phelps	BBB or Higher

Should the CRNGS supplier be unable to demonstrate its creditworthiness, the supplier will be required to provide:

- a Letter of Credit; or

Hamilton Township Exhibit B-2 “Operation and Governance Plan”

- a Parental Guaranty from a company that is deemed creditworthy; or
- a Surety Bond.

Details of the credit type and amount will be subject to negotiation.

(2) Determination of Rates

Through the efforts of its consultant, Independent Energy Consultants, Inc., the Township will seek proposals from CRNGS suppliers. The request for proposals shall require the CRNGS suppliers to offer firm, full-requirements natural gas supply. CRNGS suppliers will bid by Duke Energy customer rate schedule or customer class. CRNGS suppliers will be encouraged to bid on as many natural gas accounts as possible, but it is recognized that from a practical standpoint it is not likely that bids will be received for larger commercial and industrial accounts that require individual price analysis. Furthermore, commercial and industrial customers consuming more than 5000 Ccf/year are classified as mercantile customers and are ineligible to participate in a governmental aggregation program.

The prices to be charged to Members in the Program will be set by the Administrator or his/her designee, with prior authorization from the Trustees. The Administrator will set prices following negotiations with the selected CRNGS supplier and receipt of a favorable offer. Members will be notified of the rates and terms of the Program through a direct mailing sent to each eligible resident and business within the Township limits. Once offers are found a table similar to the one shown below will be populated to reflect the offer rates.

Customer Class	Rate Schedule	Supplier Offer (\$/Ccf)	Term
Residential Sales Service	RS	TBD	TBD
General Sales Service	GS	TBD	TBD

Neither the Township nor the selected supplier will impose any terms, conditions, fees, or charges on any Member served by the governmental aggregation unless the particular term, condition, fee, or charge is clearly disclosed to the Member at the time the Member chose not to opt-out of the aggregation.

Members may terminate their agreement without penalty if they relocate outside of the Township. Members that leave for other reasons may be assessed an early termination fee by CRNGS supplier. Early termination fees are standard in most natural gas contracts. The Township will negotiate with the CRNGS supplier to ensure that any early termination fee assessed is reasonable and clearly stated in the opt-out disclosure notice.

There is no switching fee for Members leaving Duke Energy supply service to select a CRNGS supplier. Members will remain responsible for all other billable charges, such as, taxes, Duke Energy transportation charges, monthly service charge, etc.

The Township of Hamilton will not accept a CRNGS supplier offer that is not favorable at the time for the majority of Members of a given customer class or rate schedule. It is, however, the individual Member’s responsibility to carefully review the price, terms and conditions of an offer to determine if the offer is in their best interest. The Township will not be responsible for any Member’s decision to remain in or opt-out of the Program.

(3) Plan for Providing Opt-Out Notice

When a successful supply offer is found the Township shall order the eligible customer list from Duke Energy. Duke Energy shall turn over the list to the Township or its consultant upon request. Once the list is obtained, it will be shared with the selected CRNGS supplier and they will have 30 days from the Township's receipt of the data to mail the Opt-Out Notices to all eligible Members receiving an offer.

The selected CRNGS supplier and the Township will agree upon the format of the Opt-Out Notice and will docket a sample with the PUCO at least ten days prior to mailing it to eligible Members.

The selected CRNGS supplier will be required to pay for printing and mailing of opt-out disclosure notices. The notices will be mailed to the owner or occupant residing at the natural gas account mailing address shown on Duke Energy's customer list. A Township official's name will be on the notice and it will contain the Township's name and/or logo visible on the outside of the mailer to clearly indicate to the recipient that it is a notice from the Township.

Prior to mailing Opt-Out Notices a thorough review will be performed to see that all eligible Members receiving an offer are sent the notice. The review process will include the efforts of numerous parties and utilize a number of resources as specified in section four of this plan.

Following acceptance of an offer by the Township, the CRNGS supplier will mail Opt-Out Notices to eligible Members receiving a favorable offer. Members will have 21 days from the postmark date on the notice to postmark the return opt-out card if they do not wish to participate in the Township's program. Members may also call the CRNGS supplier's toll-free recorded phone number to opt-out. The selected CRNGS supplier will not enroll those accounts opting out from the Program.

In the event that an eligible Member is inadvertently not sent an Opt-Out Notice and is omitted from the Program, the CRNGS supplier shall, upon request, enroll the eligible Member at the group rate for the remaining term.

All members of the Program will also be given an opportunity to opt-out without penalty at least once every two years.

(4) Process for Determining the Pool of Customers

Under the opt-out aggregation provisions, all eligible natural gas consumers within the Township will be automatically included in the Program. However, such customers will be given prior notice entitling them to affirmatively elect not to be part of the Program.

Prior to mailing Opt-Out Notices a thorough review will be performed to see that all ineligible customers are excluded. The review process will include the efforts of numerous parties and utilize a number of resources:

Hamilton Township Exhibit B-2 “Operation and Governance Plan”

- Duke Energy will query their customer database using best efforts to capture all accounts within the Township limits.
- The Township’s consultant working with the CRNGS supplier, available Township resources and publicly available material shall screen out customers who are not located within the Township limits. Those resources may include any or all of the following: Property records, water and/or sewer records, fire and/or police department address records, 911 address records, street listings, Township maps, internet maps, county parcel mapping databases, and geographical information systems (GIS).
- Ineligible accounts will be screened out based on codes provided in the Duke Energy data.
- The data shall be reviewed to see that all zip codes have been included, all streets included, all customer classes, all customer rate codes, and finally that an expected total for a community of this population was turned over.

Any potential Member who suspects they were inadvertently omitted from the Program will likely have to contact Duke Energy for an explanation. The Duke Energy customer list provided to the Township will not include customers who are already served by a CRNGS supplier, participate in PIPP, are classified as mercantile, or are in arrears. Because of this, the Township, its consultant, and CRNGS supplier will not be able to determine if a potential Member is ineligible or was inadvertently omitted.

Customers who have opted-off the standard customer information list are required to be included in an opt-out program assuming they meet the other eligibility requirements. If needed, the Township will request a separate list of those customers from Duke Energy so they can be given an opportunity to participate in the Program.

Customers who meet the following criteria will become Members of the aggregation program:

- Are up to date with their bill payment;
- Have not opted-out of the program;
- Are currently supplied natural gas by the local utility, Duke Energy;
- Are not mercantile customers;
- Have not exercised their right of rescission; and
- Are not part of the Percentage of Income Payment Program (PIPP).

(5) Customer Billing Procedures

The Township will utilize the coordinated billing services of Duke Energy and the selected CRNGS supplier. Most customers are expected to receive a single bill from Duke Energy that itemizes among other things, the cost of natural gas provided by the CRNGS supplier. In some instances, particularly for commercial accounts, the CRNGS supplier may request that dual billing be used. In this case the supplier would issue a bill for their supply service and Duke Energy would issue a bill for their delivery services.

Members currently on budget billing will continue to be budget billed. Duke Energy’s process will remain the same. Members wishing to start budget billing should contact

Hamilton Township Exhibit B-2 “Operation and Governance Plan”

Duke Energy. The process will take place in accordance with Duke Energy’s policy and is not unique to the Township’s Program.

Members are required to remit and comply with the payment terms of Duke Energy and/or their supplier if dual billing is used. This Program will not be responsible for late or no payment on the part of any of its members. Furthermore, slow or no payment on the part of some Members will not adversely impact the rates charged to other Members. The selected supplier shall not charge more than 1 ½ percent per month for overdue balances owed to the selected supplier.

(6) Credit and Deposit Policies

Collection and credit procedures remain the responsibility of Duke Energy, the selected supplier and the individual Member. Members are required to remit and comply with the payment terms of Duke Energy. This Program will not be responsible for late or no payment on the part of any of its Members. The Township will have no separate credit or deposit policy.

(7) Governmental Aggregator’s Customer Service Procedures and Dispute Resolution

Members will have multiple means of addressing complaints. As a general rule, concerns regarding service reliability and billing should be directed to Duke Energy. They continue to read meters, handle billing and generally have the most information about a customer’s account. Questions regarding the Program administration should go to the Township or Independent Energy Consultants. Unresolved disputes between Members and the supplier or Duke Energy should be directed to the Public Utilities Commission of Ohio or the Ohio Consumers’ Counsel for residential accounts. Listed below is a table of local or toll-free numbers for Members to call for assistance.

Nature of Complaint	Contact	Phone Number
Service interruptions or emergencies	Duke Energy	1-800-634-4300
Service turn on/off	Duke Energy	1-800-544-6900
Billing disputes – Delivery Charges	Duke Energy	1-800-544-6900
Billing disputes – Supplier charges	IGS Energy	1-877-353-0162
Joining/Leaving Program	IGS Energy	1-877-353-0162
Aggregation Program Questions	Hamilton Township Independent Energy Consultants	513-683-8520 1-888-862-6060
Unresolved Disputes	Public Utilities Comm. (voice)	1-800-686-7826
Unresolved Disputes	Public Utilities Comm. TDD/TTY	1-800-686-1570
General Information – residential	Ohio Consumers’ Counsel	1-877-742-5622

(8) Members Moving Into/Within the Aggregation (New Customer)

Utility rules require that people moving into a different residence, new construction or

otherwise, be assigned a new account number and be served for at least one month by the local utility before they can switch to a new supplier. The above-mentioned is an example of utility rules approved by the PUCO that will impact the operation of Hamilton's aggregation program.

Residents and businesses that move into the Township will not be automatically included in the Township's Program. The Township cannot guarantee the rates, terms and conditions to Members enrolling after the initial 21-day opt-out period. Members wishing to opt-in to the Program may contact the Township or the CRNGS supplier to obtain enrollment information. There is, however, no guarantee that customers opting-in at a later date will receive the same price, terms and conditions as did the initial participants. The selected CRNGS supplier's decision whether or not to extend an offer will be based, in part, on the market prices at the time of request.

Members who move within the Township limits and are assigned a new account number by Duke Energy will be treated in the same manner as a new resident. They will not be automatically enrolled, but may contact the CRNGS supplier concerning re-enrollment. Once again, there is no guarantee that the CRNGS supplier will extend an offer, or an offer that is the same as that of the initial enrollees.

(9) Members Moving Within the Aggregation (Same Account Number)

The selected CRNGS supplier shall continue service at the same rate and under the same terms and conditions for any Member who relocates within the Township prior to the expiration of the contract term, providing that the Member notifies the CRNGS supplier of their desire to do so with thirty (30) days written notice. Moving within the Township may cause the Member to be served for a brief period of time by the local utility.

(10) Joining the Program at a Later Date

Members desiring to join the program at a later date during the midst of an ongoing supply agreement will be treated similar to Members moving into the Township. They will need to contact the Township or its supplier to obtain enrollment information. They will follow an opt-in approach. There is however, no guarantee that customers opting-in at a later date will receive the same price, terms and conditions as did the initial Members. Suppliers are unable to hold price offerings for an unlimited amount of time, and if the community asks for such a requirement, the price offering received from suppliers will be higher to reflect the greater risk. Residents opting-in to the Township's program will be responsible for knowing if there is a switching fee for leaving their current supplier.

In the event of a high rate of attrition from the Program or population growth within the Township, the Township may request the selected CRNGS supplier to conduct a subsequent opt-out campaign during the term of a supply agreement. If this were to occur, the opt-out notice would be sent to newly eligible Members and would not be sent to anyone who had previously opted-out of the current supply agreement.

(C) Availability of Plan of Operation and Governance

The Township will maintain a copy of this Plan of Operation and Governance on file at its

Administrative office. This Plan will be kept available for public inspection. It will, upon request, be copied for any existing or potential Members of the aggregation in accordance with the Township rules for copying public documents.

(D) Altering the Plan of Operation and Governance

The Township will not alter its Operation and Governance Plan in any way that would materially affect the customers of the aggregation without first providing notice to all affected Members and providing these Members the opportunity to opt-out of the aggregation according to the procedures established for the initial opt-out disclosure notice set forth in rule 4901:1-28-04 of the Administrative Code. In the event of a material change, the Township will provide a notice explaining the changes to the plan, and informing the Members of their right to opt-out of the aggregation without penalty, and identifying the method and time frame for the customer to opt-out.

(E) Certification Prior To Sending Opt-Out Notices

The Township will become certified as a Governmental Aggregator of natural gas (by the PUCO) prior to sending opt-out disclosure notices to potential Members of the Aggregation Program.

(F) Opt-out Disclosure Policies

Prior to including a customer's natural gas account or accounts in an aggregation, the Township in cooperation with the selected CRNGS supplier, will provide each eligible Member a written Opt-Out Notice conforming to the requirements of Ohio Administrative Code Section 4901:1-28-04.

The Township in cooperation with the selected CRNGS supplier will provide each Member the opportunity to leave the program, free of charge, at least once every two years. The notice will follow the format and requirements of the initial opt-out notification and will include any changes to the price or terms and conditions of the program.

(G) Cooperation Between Natural Gas Companies and Governmental Aggregators

The success of the Township's Aggregation Program relies in part to the cooperation it receives from Duke Energy. In addition to other tasks, Duke Energy must turn over accurate customer data and perform the customer switching process in a timely manner. The Township will comply with O.A.C. section 4901:1-28-05, and will hold Duke Energy to its obligations under the same.

(H) Termination of the Aggregation Program

The Natural Gas Aggregation Program may be terminated upon the termination or expiration of the supply contract without any extension, renewal or subsequent supply contract being negotiated. Each individual Member receiving natural gas supply service under the Program will receive notification 45-90 days prior to termination of the Program. In the event of termination, Members in the Township aggregation program would either return to Duke Energy supply service or choose a CRNGS supplier on their own.

Hamilton Township Exhibit B-2 “Operation and Governance Plan”

If the Township is unable to find a satisfactory offer at the end of an existing supply agreement, they have the option of maintaining their status as a Governmental Aggregator while they continue to seek offers for their Members.

The selected CRNGS suppliers will need to agree to notify the Township and negotiate with the Township at least 60 days in advance of attempting to terminate the agreement for any reasons other than (i) the scheduled end date or (ii) Force Majeure.

Hamilton Township Exhibit B-3 “Automatic Aggregation Disclosure Notification”

Section 4929.26 (D) of the Ohio Revised Code states that “no legislative authority or board, pursuant to an ordinance or resolution under divisions (A) and (B) of this section, shall aggregate any retail natural gas load located within its jurisdiction 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 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 the opportunity to opt out of the aggregation every two years, without paying a switching fee. Any such person that opts out of the aggregation 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.”

The Opt-Out Notification for Hamilton Township’s program will include language similar to the following and proceed as shown below.

Township of Hamilton officials are acting on behalf of natural gas consumers who are participating in the program to negotiate a gas supply contract with eligible suppliers. Both Hamilton Township and <CRNGS Supplier> are certified by the Public Utilities Commission of Ohio to provide this service. This program has been authorized by our Trustees through an ordinance and voter approval on November 3, 2009. This phase of our aggregation program will begin with your <Month Year> billing cycle and end with your <Month Year> billing cycle.

You will be automatically enrolled in Hamilton Township’s Natural Gas Aggregation Program unless you choose to “opt out” – that is, to not participate. There is no cost for enrollment and you do not need to do anything to be included. If you choose to opt-out of this program, you will revert to service from your local utility (Duke Energy), unless and until you choose another supplier.

If you want to be excluded from the Hamilton Township Natural Gas Aggregation Program you must return the enclosed “Opt-Out” form to the <CRNGS Supplier>. The return form must be postmarked no later than 21 days from the postmark on this notice. You may also opt-out by calling <CRNGS Supplier>, toll free, at 1-XXX-XXX-XXXX. If you do not opt out at this time, you will be enrolled in the program until it expires in <Month Year>. At that time, you will again have the chance to opt out of the program with no penalty. Every participant will be allowed to leave the program at least once every two years without incurring any penalty.

Please note that newly eligible members remaining in the aggregation group, will receive a letter from Duke Energy advising you of your impending transfer to <CRNGS Supplier>, and advising you to contact Duke Energy within 7 days if you do not want to be in the Program. Again, if you have not changed your mind about participating in the Aggregation Program, you do not have to do anything with that letter.

Warning: If you are already under contract with a competitive retail natural gas service provider you may incur a contract termination fee or other charges if you fail to opt-out of the aggregation.

Under the opt-out aggregation provisions, all eligible natural gas consumers within the Township will be automatically included in the Program. However, such customers will be given prior notice entitling them to affirmatively elect not to be part of the Program.

Hamilton Township Exhibit B-3 “Automatic Aggregation Disclosure Notification”

Prior to mailing Opt-Out Notices a thorough review will be performed to see that all ineligible customers are excluded. The review process will include the efforts of numerous parties and utilize a number of resources:

- Duke Energy will query their customer database using best efforts to capture all accounts within the Township limits.
- Independent Energy Consultants working with the CRNGS supplier, available Township resources and publicly available material shall screen out customers who are not located within the Township limits. Those resources may include any or all of the following: Property records, water and/or sewer records, fire and/or police department address records, 911 address records, street listings, Township maps, internet maps, county parcel mapping databases, and geographical information systems (GIS).
- Ineligible accounts will be screened out based on codes provided in the Duke Energy data.
- The data shall be reviewed to see that all zip codes have been included, all streets included, all customer classes, all customer rate codes, and finally that an expected total for a community of this population was turned over.

Any potential Member who suspects they were inadvertently omitted from the Program will likely have to contact Duke Energy for an explanation. The Duke Energy customer list provided to the Township will not include customers who are already served by a CRNGS supplier, participate in PIPP, are classified as mercantile, are in arrears, or who have opted-off the standard customer information list. Because of this, the Township, its consultant, and CRNGS supplier will not be able to determine if a potential Member is ineligible or was inadvertently omitted.

Customers who have opted-off the standard customer information list are required to be included in an opt-out program assuming they meet the other eligibility requirements. If needed, the Township will request a separate list of those customers from Duke Energy so they can be given an opportunity to participate in the Program.

Customers who meet the following criteria will receive an Opt-Out Notice and be subsequently enrolled following the opt-out period.

- Have received an offer from the selected CRNGS Supplier;
- Are up to date with their bill payment;
- Have not opted-out of the program;
- Are currently supplied natural gas by Duke Energy;
- Are not mercantile customers;
- Have not exercised their 7 day right of rescission; and
- Are not part of the Percentage of Income Payment Program (PIPP).

Hamilton Township Exhibit B-4 "Opt-Out Notice"

IGSEnergy.com | PO Box 9060 Dublin, OH 43017 | Phone: 877-353-0162 | Fax: 800-584-4839



1 - 1 - 12345 - () -
TEST CUSTOMER
6100 EMERALD PKWY
DUBLIN OH 43016

Dear Resident or Small Business Owner:

January 29, 2016

Thank you for your participation in the Hamilton Township Natural Gas Aggregation Program. Hamilton Township has again chosen IGS Energy of Dublin, Ohio as your supplier of gas.

As you may recall, Hamilton Township Trustees passed resolution no. 09-1202 adopting this program after voters approved the implementation of the program on November 3, 2009. Your participation in the Hamilton Township program will renew with your April 2016 billing period and end with your March 2018 billing period unless you opt-out. Only residents living within the Hamilton Township limits are eligible to participate in this program.

Your community has elected to continue on a program that will offer you a variable monthly rate for your natural gas. While the variable rate does not "guarantee" future savings compared to the Duke Gas Cost Recovery (GCR) rate, participants in the Hamilton Township Aggregation Program, have saved compared to the Duke rate in 44 of the last 50 months, including all winter months when consumption peaks. As part of the Program, your community has also negotiated the ability to secure a stable rate to provide price certainty should a favorable opportunity present itself. Please refer to the "Price" Section of the accompanying Terms and Conditions for full details of all pricing.

You will be automatically re-enrolled in the Hamilton Township Natural Gas Aggregation Program unless you choose to "opt out" – that is, to not participate. There is no cost for enrollment. You do not need to do anything to be included. You may cancel your enrollment from this program at any time with no cancellation fee by providing notice to IGS Energy.

If you want to be excluded from the Hamilton Township Natural Gas Aggregation Program you must return the enclosed "Opt-Out" form or contact IGS Energy at 1-877-353-0162 by February 19, 2016. If you do not opt out at this time, you will be re-enrolled in the program until it expires with your March 2018 billing period. For more information about the Hamilton Township Natural Gas Aggregation Program, visit us at .

Under this program, IGS Energy will continue to deliver your gas to Duke Energy (Duke) and then Duke will deliver that gas to you. Duke will maintain the pipeline system that delivers natural gas to your home or business. Duke will continue to read your meter and will continue to send you a monthly bill that will include the gas supply charge from IGS Energy plus sales tax instead of Duke's Gas Cost Recovery (GCR) plus gross receipts tax. You will still contact Duke regarding loss of gas service, odor of gas, or for any other concerns or issues having to do with your local service. Budget billing and automatic billing options will continue to be available through Duke.

If you have any questions please call IGS Energy at 1-877-353-0162, weekdays, from 8:00 a.m. to 8:00 p.m. EST. For general information on natural gas deregulation in Ohio, you can also visit the Web Sites of the Ohio Consumers' Counsel (www.occ.ohio.org) or the Public Utilities Commission of Ohio (www.PUCO.ohio.gov).

Sincerely,

Hamilton Township and IGS Energy

P.S. Remember to return the "Opt-Out" form only if you do not want to participate in the Hamilton Township Natural Gas Aggregation Program.

If the home or small business for which you have received this letter is not located within Hamilton Township limits, you have received this letter in error. Please contact IGS Energy at 1-877-353-0162 to be removed from the aggregation list.

You are not eligible to participate in this program if you are currently enrolled in the PIPP program.

11 digit account number as it appears on your Duke Energy gas bill.

--	--	--	--	--	--	--	--	--	--	--

I wish to opt out of Hamilton Township Natural Gas Aggregation Program.

(Check box to opt out.)

Name (Please Print) _____

Address _____

City, State, Zip _____

Phone Number _____

Email Address _____

Signature (REQUIRED) _____



Hamilton Township Exhibit B-4 "Opt-Out Notice"

My Natural Gas Supply Agreement with IGS Energy®

IECDUKE-HAMILTON16-OPTOUT

Keep for your records

Term: The community's opt-out government aggregation program (the "Program") and my service with Interstate Gas Supply, Inc. (elsewhere referred to as "IGS Energy" and the consumer will be referred in the first person, "my", "me" or "I") as my supplier on the Program will begin within one to two billing cycles after my enrollment or rate change is confirmed with the utility company and shall continue through my **March 2018** utility billing cycle, unless notified otherwise. IGS Energy will supply the commodity portion of my natural gas and Duke Energy will be my Natural Gas Distribution Company ("NGDC"). I can contact the IGS Energy choice department by phone at 1-877-353-0162, by fax at 1-800-584-4839, in writing at P.O.Box 9060, Dublin, OH 43017, or through their web site at <http://www.igsenergy.com>.

Regulatory: The NGDC's choice program and the government aggregation for my community are subject to ongoing Public Utilities Commission of Ohio (PUCO) jurisdiction, and I understand that if the choice program or this Program is terminated, this Agreement may be terminated, without penalty to either party.

Price: My price will be calculated each billing cycle by multiplying the then current BTU conversion factor for my NGDC times the applicable weighted NYMEX price(s), as determined and agreed to by both my community and IGS, plus \$0.092 per CCF, which does not include applicable taxes and NGDC charges, through my March, 2018 billing cycle. If the NYMEX price of gas is not otherwise determined by my community and IGS then the NYMEX price, to which the adder shall apply, will automatically be determined by the closing commodity natural gas futures price of gas, on the fifteenth (15th) day of the preceding month, for each corresponding utility billing month. I am responsible for applicable taxes and all charges assessed by the NGDC for gas transportation and all other applicable charges and adjustments by NGDC for delivery of gas. The adder is effective unless a fixed price is established by my Community, in which case the fixed price will be the effective price for the effective periods. IGS may at its option, at any time, lower the price effective for a portion of or the remainder of the term of this agreement without notice to me.

Renewal: If my community's governmental aggregation continues, at least every two years from the establishment of this Program the government aggregator or its supplier shall provide me notice of my right to opt out of the aggregation without penalty. The process for providing me with notice of my right to opt-out shall include a provision for me to return a post card or similar notice to the governmental aggregator or the supplier. For renewals, I will have at least twenty-one days from the post mark date on the written notice to choose to opt out of the Program, and my return post card or notice that is post marked before the opt out deadline has elapsed shall count as timely sent. The notice will follow the procedures established for the initial opt-out notice set forth in this rule and shall prominently disclose to customers all changes to the terms and conditions associated with the aggregation. I am entitled to opt-out of the government aggregation program at least every two years from the commencement date of the Program, without a penalty. If I am in the Program when the Program is renewed and I do not exercise my right to opt-out, I will be continued in the Program.

Rescission Period: I will have 21 days from the post mark date of my opt-out notice to exercise my right to opt-out of my community's Program. If I do not opt-out of the Program, IGS Energy will submit my enrollment to the NGDC and if I am new to the Program or a new customer to IGS Energy I will have 7 business days from the post-mark date of the confirmation notice sent by the NGDC to rescind my enrollment. I can rescind my enrollment by contacting the NGDC in writing or by telephone at the number provided on the confirmation notice within that 7 day period. Otherwise, I can cancel this agreement as detailed below.

Cancellation: Either party can cancel this Agreement within the first 30 days of enrollment with IGS Energy by providing the other with notice of cancellation, with no cancellation fee. At any other time either party can cancel this agreement with notice to the other, without a cancellation fee. Cancellation notices provided after the NGDC deadline may result in additional month(s) of service beyond the cancellation notice date, as the effective date of all cancellations are subject to NGDC guidelines and I agree to continue to pay for my service with IGS Energy for all periods billed with IGS Energy. I understand that if I switch my service to another supplier or back to the NGDC an NGDC switching fee may apply under the NGDC's tariff and the NGDC may charge a price other than the NGDC commodity rate.

Contact and Dispute Resolutions: In the event of a billing dispute or issues regarding volume or metering, I should contact the NGDC at the number listed on their bill. For other questions or concerns about pricing, I can contact the IGS Energy choice department by phone weekdays from 8:00 a.m. to 8:00 p.m. EST at 1-877-353-0162, by fax 1-800-584-4839, in writing at P.O. Box 9060, Dublin, OH 43017, or through their web site at www.igsenergy.com. Also, I can contact IGS Energy through e-mail at choice@igsenergy.com. If my questions or concerns are not resolved after I have called IGS Energy, or for general utility information, residential and business customers may call the Public Utilities Commission of Ohio (PUCO) toll free at 1-800-686-7826 or for TDD/TTY toll free at 1-800-686-1570, from 8:00 a.m. to 5:30 p.m. weekdays, or visit the PUCO website at www.puco.ohio.gov. The Ohio Consumers Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted toll free at 1-877-742-5622 from 8:00 a.m. to 5:00 p.m. weekdays or visit www.pickocc.org.

Billing: For my convenience I will receive only one bill, which will be issued by the NGDC each month and will contain IGS Energy's gas price plus applicable taxes and all of the NGDC's transportation and other applicable charges, including any late fees assessed by the NGDC. I agree to continue to pay the NGDC for the entire gas bill under the NGDC's payment terms and conditions. If I pay under the budget bill payment plan, I understand that this service is available and will remain available. IGS Energy reserves the right to issue an invoice to me directly, such invoice would contain IGS Energy's gas price and may also contain applicable taxes and all of the NGDC's transportation and other applicable charges. If IGS Energy invoices me directly and I fail to pay within the terms specified on the invoice(s) a late fee of 1.5% per month on all past-due amounts will apply. If IGS Energy bills me directly for services provided, IGS Energy may terminate this Agreement with fourteen (14) days written notice should I fail to pay the bill or meet any agreed-upon payment arrangements. If I fail to pay my invoices timely which include IGS Energy charges, the NGDC may disconnect my service, according to tariff guidelines. I may request, at no charge, up to 24 months of my payment history for services rendered by IGS Energy. Other than for operation, maintenance, assignment and transfer of my account or, where IGS Energy is performing billing services, or for commercial collections, IGS Energy will not disclose my account number to any other third party without my affirmative written consent or electronic authorization or pursuant to a court or Commission order and that, other than for credit checking and credit reporting, if IGS Energy is performing billing services, IGS Energy will not disclose my social security number without my affirmative written consent or pursuant to court order. I authorize IGS Energy to obtain my billing payment and usage history from the NGDC.

Assignment: This contract is assignable by IGS Energy without my consent subject only to required regulatory approvals. IGS will use its best efforts to give the NGDC and me thirty (30) days written notice prior to any assignment.

Moving/Termination: I understand that this contract will automatically terminate, without penalty, if I relocate outside my community aggregation Program boundaries, or if the requested service location is not served by the NGDC. Also, I understand that I have the right to terminate this Agreement, without penalty, if I relocate inside the NGDC service territory and the NGDC does not have contract portability and if IGS Energy agrees to allow me to continue. In such instances, I would have to enroll with IGS Energy under a new agreement, as this Agreement is only valid for opt-out government aggregation. I understand that I am not entitled to the pricing or service from IGS Energy hereunder at my new location until such time as the NGDC accepts my enrollment with IGS Energy at my new location and/or transfers my contract to my new location and that the pricing hereunder will not be extended for additional months that I was not with IGS Energy, unless agreed to in writing by IGS Energy. Except as provided in this Agreement, If IGS Energy returns me to the NGDC's sales service, this Agreement will terminate without penalty to me.

Eligibility / Limitation of Liability / Jurisdiction: This Agreement is for residential and small commercial customers that use 5,000 CCF a year and are otherwise eligible for opt-out government aggregation programs. IGS Energy and my community shall use its best efforts to ensure that only eligible customer accounts within its governmental boundaries and customers who have not opted out are included in its aggregation. If ineligible accounts, accounts from outside of the governmental aggregator's governmental boundaries, or accounts for customers who opted out of the aggregation are switched to the governmental aggregation, as soon as IGS Energy is aware of such event the governmental aggregator (or IGS Energy) will promptly contact the natural gas company to have the customer switched back to the customer's former supplier, and will pay any switching fee imposed by the NGDC for such switch. Participation in the program is subject to the rules of the NGDC and the rules established in Ohio Administrative Code 4901:1-28. Customers are sometimes terminated or not enrolled in the program due to NGDC issues. In such instances, I can contact the NGDC to correct the problem and be reinstated or enrolled in the Program. Regardless of the reason for termination, in no case will the original term be extended for months that I was unable to participate nor will IGS Energy have any liability for any early termination or for any months that I was unable to participate in the Program. IGS Energy assumes no liability or responsibility for losses or consequential damages arising from items associated with the NGDC including, but not limited to: operations and maintenance of their system; any interruption of service; termination of service; or deterioration of service, nor does IGS Energy assume responsibility or liability for damages arising from any in-home or building damages and in addition shall not be responsible for any indirect, consequential, special or punitive damages whether arising under contract, tort (including negligence or strict liability) or any other legal theory. The parties agree that if the customer is unable to resolve its issues through the PUCO as detailed under "Contract and Dispute Resolution" above or if suit is filed, any legal action involving this Agreement shall be brought only in a court of the State of Ohio sitting in Franklin County, Ohio or the United States District Court sitting in Franklin County, Ohio. I submit to the personal jurisdiction in such courts and irrevocably waive any objections that I have or might have in the future to such courts as the proper forum for any and all actions arising under this Agreement. The parties agree that this Agreement shall be interpreted under the laws of the State of Ohio, regardless of Ohio's choice of law provisions.

NOTICE

Return the "Opt-Out" form **only** if you do **not** want to participate in The Hamilton Township Natural Gas Aggregation Program.

Return by **February 19, 2015** to:

Natural Gas Governmental Aggregation Program

PO Box 9060

Dublin, Ohio 43017-0960

Hamilton Township Exhibit B-5 “Experience”

Hamilton Township is well versed in negotiating, contracting and providing for common services to Township residents. Some examples of experience as a service provider are:

1. Police Service
2. Fire Service
3. Parks and Recreation
4. Public Works

The Administrator, Trustees and Township Staff routinely negotiate for services and supplies that benefit the residents of Hamilton Township. However, due to the complexity of Governmental Aggregation, the Township has hired Independent Energy Consultants, Inc. on July 15, 2009 to assist them in designing, implementing and maintaining the Program. Independent Energy Consultants are:

- Certified Electric Aggregators and Brokers #04-116(6) in the State of Ohio.
- Certified Natural Gas Aggregators and Brokers #04-078(6) in the State of Ohio.
- Licensed Electric and Natural Gas Aggregators and Brokers #A-17 in the State of Virginia.
- Registered Aggregators #80252 in the State of Texas.
- Licensed Agent/Broker/Consultant in the State of Illinois.

Independent Energy Consultants, Inc. has designed, implemented and administered numerous opt-in and opt-out Governmental Aggregation Programs in Ohio. Contact information for Independent Energy Consultants is:

Independent Energy Consultants, Inc.
215 W Garfield Road, Suite 210
Aurora, Ohio 44202
Phone: 330 995-2675
Fax: 800-574-4508
Email: info@naturalgas-electric.com
www.naturalgas-electric.com

Among other services, Independent Energy Consultants, Inc. will:

- Draft and assist in maintaining the Plan of Operation and Governance.
- Lead any required Public Hearings and attend Township Trustee meetings upon request.
- Assist the Township in the day-to-day administration of program (problem resolution, press releases, PUCO compliance, supplier liaison, contract review, etc.).
- Design and issue the Request for Proposal, analyze supplier responses and provide recommendations for the supply agreement.
- Review customer data provided by the local utility (Duke Energy) that would serve as the basis for an Opt-Out Notice.
- Write/prepare reports on a quarterly/annual basis to the Township, PUCO, and the Ohio Consumers’ Counsel.

Hamilton Township Exhibit B-5 “Experience”

Hamilton Township will not take title to natural gas, issue bills, read meters or staff a call center for complaints. Those functions will be provided by Duke Energy and the selected CRNGS supplier as detailed in Section 7 of its Plan of Operations and Governance. The Township will comply with its responsibilities as a Governmental Aggregator (ORC 4929.20) and will respond to questions concerning the Aggregation Program.

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

12/14/2017 11:14:15 AM

in

Case No(s). 09-1956-GA-GAG

Summary: Application for certification renewal as a governmental aggregator of Natural Gas.
electronically filed by MARK R BURNS on behalf of Hamilton Township