

June 15, 2022

Chief of Docketing  
Public Utilities Commission of Ohio  
Docketing Division, 11<sup>th</sup> Floor  
180 East Broad Street  
Columbus, Ohio 43215-3793

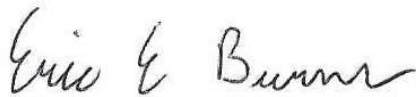
**RE: Natural Gas Governmental Aggregator Certification Renewal Application for the Stark County Board of Commissioners (Case Number 04-1185-GA-GAG)**

Attached please find the renewal application for certification as a Governmental Aggregator of Natural Gas for the Stark County Board of Commissioners.

Independent Energy Consultants, Inc. is providing aggregation consulting services to the Stark County Board of Commissioners 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 [eburns@naturalgas-electric.com](mailto:eburns@naturalgas-electric.com)

Sincerely,



Eric Burns  
Director, Aggregation & Sales,

Attachments



## Public Utilities Commission

Competitive Retail Natural Gas Service (CRNGS)  
Governmental Aggregator Application

Case Number: 04 - 1185 -GA-GAG

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

### A. Application Information

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

Provide the name and contact information of the business entity.

Legal Name: Board of Commissioners Stark County Ohio  
Street Address: 110 Central Plaza S. Suite 240  
City: Canton State: OH Zip: 44702  
Telephone: 330-451-7364 Website: www.starkcountyohio.gov

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

Name: Eric Burns  
Street Address: 215 W Garfield Rd STE 210  
City: Aurora State: OH Zip: 44202  
Telephone: 330-995-2675 Email: eburns@naturalgas-electric.com

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

Name: Eric Burns  
Street Address: 215 W Garfield Rd STE 210  
City: Aurora State: OH Zip: 44202  
Telephone: 330-995-2675 Email: eburns@naturalgas-electric.com

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

Street Address: 215 W Garfield Rd STE 210  
City: Aurora State: OH Zip: 44202  
Toll-free Telephone: 888-862-6060 Email: info@naturalgas-electric.com

## B. Managerial Capability

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

### B-1. Authorizing Ordinance.

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

### B-2. Operation and governance plan.

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

### B-3. Opt-out disclosure notice.

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

### B-4. Experience and plans.

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

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

  
\_\_\_\_\_  
Signature

6/16/22  
\_\_\_\_\_  
Date

Spark County Administrator  
\_\_\_\_\_  
Title



# Competitive Retail Natural Gas Service Affidavit

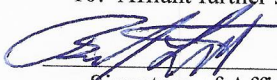
County of Stark :

State of Ohio :

Brant Luther

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

1. The information provided within the certification or certification renewal application and supporting information is complete, true, and accurate to the best knowledge of affiant, and that it will amend its application while it is pending if any substantial changes occur regarding the information provided.
2. The applicant will timely file an annual report of its intrastate gross receipts and sales of hundred cubic feet of natural gas pursuant to Sections [4905.10\(A\)](#), [4911.18\(A\)](#), and [4929.23\(B\)](#), Ohio Revised Code.
3. The applicant will timely pay any assessment made pursuant to Sections [4905.10](#) and [4911.18\(A\)](#), Ohio Revised Code.
4. Applicant will comply with all applicable rules and orders adopted by the Public Utilities Commission of Ohio pursuant to [Title 49](#), Ohio Revised Code.
5. Applicant will cooperate fully with the Public Utilities Commission of Ohio and its staff on any utility matter including the investigation of any consumer complaint regarding any service offered or provided by the applicant.
6. Applicant will comply with Section [4929.21](#), Ohio Revised Code, regarding consent to the jurisdiction of the Ohio courts and the service of process.
7. Applicant will comply with all state and/or federal rules and regulations concerning consumer protection, the environment, and advertising/promotions.
8. Applicant will inform the Public Utilities Commission of Ohio of any material change to the information supplied in the application within 30 days of such material change, including any change in contact person for regulatory purposes or contact person for Staff use in investigating consumer complaints.
9. The facts set forth above are true and accurate to the best of his/her knowledge, information, and belief and that he/she expects said applicant to be able to prove the same at any hearing hereof.
10. Affiant further sayeth naught.

 - Stark County Administrator  
Signature of Affiant & Title

Sworn and subscribed before me this 10<sup>th</sup> day of June, 2022  
Month Year

 Sara Donald  
Signature of official administering oath  
 My Commission Expires  
December 20, 2022

 SARA DONALD  
Print Name and Title

My commission expires on Dec 20, 2022

# RESOLUTION

Distribution

Stark County Exhibit B-1 "Authorizing Ordinance"

Stark County Commissioners

JOURNAL  
PROSECUTOR  
FILE

Adopted February 22, 2005

Subject ADOPTION OF PLAN OF OPERATION AND GOVERNANCE FOR  
OPT-OUT NATURAL GAS AGGREGATION PROGRAM

COMMISSIONERS

GAYLE A. JACKSON  
RICHARD REGULA  
JANE VIGNOS

Commissioner Regula moved for the adoption of the following resolution, which was seconded by Commissioner Jackson:

WHEREAS, the Board of Commissioners on August 12, 2004, approved a resolution to place natural gas aggregation on the ballot and that ballot question has received a majority of the vote cast at the November 2, 2004 general election; and

WHEREAS, all legal publications and other notifications have been provided as required; and

WHEREAS, the public hearings on said Natural Gas "Opt-Out" Aggregation Program Plan of Operation and Governance were held on Thursday, February 10, 2005 at 11:00 a.m. and Thursday, February 17, 2005 at 11:00 a.m. in the 2<sup>nd</sup> floor Board Room of the County Office Building at 110 Central Plaza, South, Suite 240 Canton, Ohio; and

WHEREAS, any comments or suggestions regarding said Plan have been considered and incorporated as deemed appropriate by the Board.

NOW THEREFORE BE IT RESOLVED THAT: The Proposed Natural Gas "Opt-Out" Aggregation Program Plan of Operation and Governance, approved on January 13, 2005, is hereby adopted and said Plan is incorporated herein by reference and made a part hereof the same as though rewritten herein in full.

Upon roll call the vote resulted as follows:

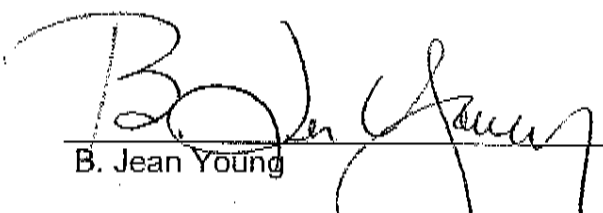
Vignos - Yes

Jackson - Yes

Regula - Yes

## CERTIFICATE

I, the undersigned clerk of the Board, hereby certify that the foregoing is a true and correct record of the resolution of said Board.

  
B. Jean Young

# COUNTY OF STARK NATURAL GAS AGGREGATION PROGRAM

## PLAN OF OPERATION AND GOVERNANCE

For additional information contact:  
Eric Burns, Director, Aggregation & Sales,  
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.

Stark County ("County") passed the necessary resolution to place the issue of Opt-out Governmental Aggregation of natural gas on the November 2, 2004 ballot. The ballot issue subsequently passed by wide margin. The County 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 County Aggregation Program ("Program") seeks to aggregate the retail natural gas loads of consumers located in the County 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 County 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 potentially beneficial condition.

With a County population of approximately 200,000 the Program has the potential to combine approximately 25,000 residential accounts and small commercial accounts into a buying group that will be attractive to Certified Retail Natural Gas Service (CRNGS) suppliers. There are two Local Distribution Companies ("LDC") involved in the Stark County Program, Dominion Energy Ohio ("Dominion") and Columbia Gas of Ohio ("Columbia"). Participation in the Program is voluntary. Any individual customer ("Member") has the opportunity to decline to participate in the Program and to return to the LDC supply, or to enter into a service contract with any CRNGS supplier.

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

Residential and small commercial natural gas customers often lack the ability to effectively negotiate natural gas supply services. The County'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 County 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:



## Stark County Exhibit B-2 "Operation and Governance Plan"

- Draft and assist in maintaining the Plan of Operation and Governance.
- Lead any required Public Hearings and attend County Board meetings upon request.
- Assist the County 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 LDC 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 County, PUCO and Ohio Consumers' Counsel.

The County through its consultant, Independent Energy Consultants, will seek bids and negotiate with CRNGS suppliers. The County will not assume title to natural gas. It will not buy and resell natural gas to the Members of the program. Instead, the County 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 County will not handle billing or scheduling of natural gas. Those responsibilities rest with the LDC 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 the LDC 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 the LDC to support Governmental Aggregation Program transactions.
- Agree to hold harmless the County from any financial obligations arising from the Program.
- The selected CRNGS suppliers will need to agree to notify the County and negotiate with the County 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 County shall review the creditworthiness of the selected CRNGS supplier. Should the County have concerns about the CRNGS supplier's current or projected financial stability at the time a contract is entered, the selected supplier may be required to demonstrate its creditworthiness by providing:
  - a Letter of Credit; or
  - 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 County 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 LDC 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 500 Mcf/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 Commissioners or their designee. The Commissioners 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 County 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 (\$/Mcf)	Term
Residential Sales Service (DEO)	RS	3.290	Until Oct 2025
General Sales Service (DEO)	GS	3.290	Until Oct 2025
Residential Sales Service (COH)	RS	4.765	Until Oct 2025
General Sales Service (COH)	GS	4.765	Until Oct 2025

Neither the County 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 County. 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 County 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 LDC supply service to select a CRNGS supplier.

Members will remain responsible for all other billable charges, such as, taxes, LDC transportation charges, monthly service charge, etc.

The County of Stark 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 County 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 County shall order the eligible customer list from the appropriate LDC. The LDC shall turn over the list to the County 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 County's receipt of the data to mail the Opt-Out Notices to all eligible Members receiving an offer.

The selected CRNGS supplier and the County 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 LDC's customer list. A County official's name will be on the notice and it will contain the County's name and logo on the outside to clearly indicate to the recipient that it is a notice from the County.

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 County, 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 County'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 County 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:

- LDC will query their customer database using best efforts to capture all accounts within the County limits.

## Stark County Exhibit B-2 "Operation and Governance Plan"

- The County's consultant working with the CRNGS supplier, available County resources and publicly available material shall screen out customers who are not located within the County 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, County maps, internet maps, county parcel mapping databases, and geographical information systems (GIS).
- Ineligible accounts will be screened out based on codes provided in the LDC 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 the LDC for an explanation. The LDC customer list provided to the County will not include customers who are already served by a CRNGS supplier, participate in PIPP, are classified as mercantile, or are in arrears with their bill payment. Because of this, the County, 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 County will request a separate list of those customers from the LDC 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 LDC or are Members of an existing Program;
- 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 County will utilize the coordinated billing services of the LDC and the selected CRNGS supplier. Most customers are expected to receive a single bill from the LDC 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 the LDC would issue a bill for their delivery services.

Members currently on budget billing will continue to be budget billed. The LDC's process will remain the same. Members wishing to start budget billing should contact the LDC.

The process will take place in accordance with the LDC's policy and is not unique to the County's Program.

## Stark County Exhibit B-2 “Operation and Governance Plan”

Members are required to remit and comply with the payment terms of the LDC 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 the LDC, the selected supplier and the individual Member. Members are required to remit and comply with the payment terms of the LDC. This Program will not be responsible for late or no payment on the part of any of its Members. The County 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 the LDC. 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 County or Independent Energy Consultants. Unresolved disputes between Members and the supplier or the LDC 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.

<b>Nature of Complaint</b>	<b>Contact</b>	<b>Phone Number</b>
Service interruptions or emergencies	Dominion Energy Ohio Columbia Gas of Ohio	1-877-542-2630 1-800-344-4077
Service turn on/off	Dominion Energy Ohio Columbia Gas of Ohio	1-800-362-7557 1-800-362-4077
Billing disputes – Delivery Charges	Dominion Energy Ohio Columbia Gas of Ohio	1-800-362-7557 1-800-362-4077
Billing disputes – Supplier charges	IGS Energy	1-877-353-0162
Joining/Leaving Program	IGS Energy	1-877-353-0162
Aggregation Program Questions	Stark County Independent Energy Consultants	330-451-7364 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

## Stark County Exhibit B-2 "Operation and Governance Plan"

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 Stark's aggregation program.

Residents and businesses that move into the County will not be automatically included in the County's Program. The County 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 County 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 County limits and are assigned a new account number by the LDC 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 County 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 County 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 County. They will need to contact the County 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 County'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 County, the County 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 new 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 County 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 County rules for copying public documents.

#### **(D) Altering the Plan of Operation and Governance**

The County 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 County 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 County 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 County 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 4901:1-21-17.

The County 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 County's Aggregation Program relies in part to the cooperation it receives from the LDC. In addition to other tasks, the LDC must turn over accurate customer data and perform the customer switching process in a timely manner. The County will comply with O.A.C. section 4901:1-28-05, and will hold the LDC 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 County aggregation program would either return to the LDC supply service or choose a CRNGS supplier on their own.

If the County 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

Stark County Exhibit B-2 "Operation and Governance Plan"

while they continue to seek offers for their Members.

The selected CRNGS suppliers will need to agree to notify the County and negotiate with the County 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.

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



1 - 1 - 123456 - (12282220) - Agg-Test  
TEST CUSTOMER  
6100 EMERALD PKWY  
DUBLIN OH 43017



September 3, 2021

Dear Resident or Small Business Owner:

Stark County has selected IGS Energy of Dublin, Ohio as the supplier of natural gas to participants in its Natural Gas Aggregation Program. You are eligible to participate with other residents and small businesses in your community. You will automatically be enrolled in the Stark County Natural Gas Aggregation Program unless you notify IGS Energy that you do not wish to participate.

Under governmental aggregation, Stark County acts on behalf of natural gas consumers in the community to negotiate a gas supply contract with eligible suppliers. Both Stark County and IGS Energy must be certified by the Public Utilities Commission of Ohio. The Stark County voters approved the implementation of the program on November 2, 2004 and the County Commissioners approved the resolution. Your participation in the aggregation program for Stark County will begin within one or two billing periods after enrollment with Dominion Energy Ohio (DEO) and end with your October 2025 billing period.

Your new price under the Stark County Natural Gas Aggregation Program will be a fixed rate **\$3.29 per MCF** through your October 2025 billing period. There is no charge to sign up and no charge to cancel. Please refer to the attached Terms and Conditions for full details of this offer.

**You will be automatically enrolled in the Stark County 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 want to be excluded from the Stark County Natural Gas Aggregation Program you must return the enclosed “Opt-Out” form or contact IGS Energy at 1-877-353-0162 by October 8, 2021.** If you do not opt out at this time, you will be enrolled in the program until it expires with your October 2025 billing period. If you do nothing you will soon receive a letter from DEO notifying you of your transfer to your community’s new program with IGS Energy as your supplier. **If you wish to remain in the program, simply ignore that letter.**

Under this program IGS Energy will deliver your gas to DEO and then DEO will deliver that gas to you. DEO will maintain the pipeline system that delivers natural gas to your home or business. DEO 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. You will still contact DEO 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 DEO.

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.org](http://www.occ.org)) or the Public Utilities Commission of Ohio ([www.PUCO.ohio.gov](http://www.PUCO.ohio.gov)).

Sincerely,

**Stark County and IGS Energy**

*P.S. Remember to return the “Opt-Out” form only if you do **not** want to participate in the Stark County Natural Gas Aggregation Program.*

If the home or small business for which you have received this letter is not located within Stark County, 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. 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 program.**

13 digit account number as it appears on your Dominion East Ohio gas bill.

I wish to opt out of the Stark County Natural Gas Aggregation Program.

(Check box to opt out.)

Name (Please Print)

Address

City, State, Zip

Phone Number

Email Address

Signature (REQUIRED)



**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 to 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 **October 2025** utility billing cycle, unless notified otherwise. IGS Energy will supply the commodity portion of my natural gas and Dominion Energy Ohio (DEO) 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 through the October 2025 NGDC billing cycle shall be **\$3.29 per MCF** which does not include applicable sales tax or NGDC transportation and other charges.

**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 sent 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](http://www.igsenergy.com). Also, I can contact IGS Energy through e-mail at [choice@igsenergy.com](mailto: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](http://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.occ.ohio.org](http://www.occ.ohio.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 the NGDC discontinues or materially alters its billing service, then IGS Energy may invoice me directly and if 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 less than **500 MCF** 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. The Parties shall not pursue any claims arising under this Agreement on a class or other representative basis and will not seek to coordinate or consolidate any legal actions arising under this Agreement with any other proceeding. 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.

***By returning this signed form, you will be excluded from the opportunity to join other residents in the Stark County Natural Gas Governmental Aggregation Program***

## NOTICE

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

Return by **October 8, 2021** to:

Natural Gas Governmental Aggregation Program  
PO Box 9060  
Dublin, Ohio 43017-0960

**Form:** IECDEO-STARKCOUNTY21-OPTOUT



**DO NOT DISCARD:**  
Important Natural Gas Aggregation  
Information Enclosed.



## Welcome to the Stark County Natural Gas Governmental Aggregation Program!

August 26, 2021

Dear Natural Gas Consumer,

Stark County has selected Volunteer Energy as its preferred supplier for its Natural Gas Governmental Aggregation Program. Under this November 2004 voter approved program, County officials bring together citizens in order to gain buying power for the purchase of natural gas from a retail supplier certified by the Public Utilities Commission of Ohio. The opt-out aggregation program is for the period spanning October 1, 2021 through September 30, 2025. **For participating members Volunteer Energy will deliver gas at a fixed rate of \$0.4765 per Ccf. Columbia Gas is still your utility and will continue to provide monthly billing and service.**

### You are automatically enrolled.

As an eligible Stark County resident or small business, you are automatically enrolled and **do not need to take any further steps in order to receive this negotiated rate.** Or, you may choose at this time to opt-out of the program by taking the steps outlined below. After you become a participant in the County's natural gas aggregation program, Columbia Gas of Ohio will send a postcard confirming your selection of Volunteer Energy as your natural gas provider. As required by law, this postcard will inform you of your option to cancel your enrollment with Volunteer Energy within seven (7) business days of its postmark date. To remain in the County's government aggregation program, you don't need to take any action when this postcard arrives. You will be automatically enrolled. To learn more about Volunteer Energy and the Governmental Aggregation Program please see the enclosed Terms and Conditions and Frequently Asked Questions (FAQs).

### If you choose to opt-out.

You don't need to do anything to get this exclusive rate. However, if you decide not to participate in the program, we must receive your opt-out response by September 16, 2021 either by mail or phone.

**mail** — Return the completed form below to:  
Stark County Governmental Aggregation Program  
Volunteer Energy  
790 Windmill Drive  
Pickerington, OH 43147

**phone** — Call 800-977-8374 and speak directly with a Volunteer Energy representative.

Sincerely,  
Stark County & VolunteerEnergy

The rate provided will NOT include taxes or local utility charges. If you are already enrolled with another natural gas supplier, a cancellation fee may apply if you choose to end your agreement with that supplier. The Terms and Conditions govern your participation in the program. Please do not contact Stark County. If you have additional questions about this offer, contact Volunteer Energy. Ohio supplier certification # 02-022G.



### ABOUT THE PROGRAM

- Because of your community's buying power, you'll receive an exclusive natural gas fixed rate of \$0.4765 per Ccf effective October 1, 2021 through September 30, 2025.
- You will still receive one bill from Columbia Gas. That bill will simply list Volunteer Energy as your natural gas supplier, along with your negotiated rate.
- You will still contact Columbia Gas for all service calls and emergencies.
- Budget billing and auto payment are still available from Columbia Gas.

[VolunteerEnergy.com/what-is-energy-aggregation/](https://www.volunteerenergy.com/what-is-energy-aggregation/)

## AGGREGATION PROGRAM OPT-OUT FORM

☐ I do NOT want to participate in the Stark County Natural Gas Governmental Aggregation Program.

Governmental Aggregation opt-out number:



service address:

EMAIL ADDRESS \_\_\_\_\_ PHONE \_\_\_\_\_

**SIGNATURE REQUIRED** Account Holder

PRINTED NAME \_\_\_\_\_

DATE \_\_\_\_\_

ACCOUNT HOLDER'S SIGNATURE \_\_\_\_\_

☐ Check here if any of the information above is incorrect. Please make corrections on the back of this form.

Detach completed form and return by September 16, 2021 to: Stark County Governmental Aggregation Program, Volunteer Energy, 790 Windmill Drive, Pickerington, OH 43147



ENERGY SUPPLY  
TERMS AND CONDITIONS  
KEEP FOR YOUR RECORDS

UTILITY .....	Columbia Gas of Ohio
RATE PLAN .....	Stark County Aggregation Rate
INITIAL PRICE & TERMS .....	Fixed rate of \$0.4765 per Ccf effective October 1, 2021 through September 30, 2025
CANCELLATION FEE .....	None

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. (VESI). VESI is an Ohio corporation whose customers include a variety of Ohio natural gas end users. As a natural gas supply customer of VESI, you agree to the Terms and Conditions of VESI's natural gas supply contract.

**Service Arrangement:** VESI's energy supply will be delivered to your residence or facility via the Columbia Gas of Ohio (COH) pipeline on a cost per Ccf basis through September 30, 2025. Upon acceptance by Columbia Gas of Ohio the cost will be a fixed rate of \$0.4765 per Ccf end of month close.

**Term:** The term of this Agreement shall commence when accepted by VESI and shall continue through September 30, 2025 unless otherwise cancelled by either party. Natural gas service will begin within 60 days of acceptance by COH. You may terminate this Agreement with VESI by providing a 30-day notice in writing to VESI or by telephone COH will continue to deliver VESI-supplied natural gas to your home at the agreed upon rate.

**Office Locations and Hours:** VESI's offices are located at 790 Windmill Drive, Pickerington, Ohio 43147 and are open from 8:30 A.M. to 4:30 P.M. E.S.T., Monday through Friday. VESI can be reached by telephone at (614) 856-3128 or toll free at 800-977-8374. Telephone service hours are from 9:00 A.M. to 5:00 P.M. E.S.T., Monday through Friday. E-mail address is sraffeld@volunteerenergy.com.

**Bill Payment Process:** COH will continue to bill you monthly for natural gas delivery services and also for VESI's natural gas service. Should you fail to pay the bill or fail to meet any agreed upon payment arrangement, COH may terminate your service in accordance with its company tariffs, and this agreement with VESI may be automatically terminated.

**Complaint Dispute Resolution:** If you have any complaints regarding your natural gas service or your monthly bill, please contact us at 1-800-977-8374. Upon request, VESI will provide you up to twenty-four months (24) of your payment history without charge. If your complaint is not resolved after you have called VESI, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). Additionally, the Ohio consumers' council (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.pickocc.org>.

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

**Termination/Rescission of Agreement:** You may terminate / rescind your natural gas supply enrollment with VESI within seven (7) business days of the post mark date of the confirmation postcard from COH. After the initial seven (7) business day period, either you or VESI may terminate the contract at any time by providing the non-terminating party thirty (30) days written notice of such termination, without penalty. You will remain responsible for all natural gas consumed by you prior to the actual termination of service. If your supply contract with VESI is terminated, your natural gas supply will automatically be provided by COH under its standard tariff unless or until you choose another supplier. If you voluntarily terminate participation in the County's natural gas governmental aggregation program, you may be charged a price other than COH regulated sales service rate. **There will be no early termination fees associated with the County's program.** Service will automatically terminate upon the occurrence of any of the following: (1) the requested service location is not served by COH; (2) you move outside COH service area or to an area not served by VESI; or (3) VESI terminates your supply agreement and returns you as a customer to COH. You have the right to terminate natural gas service with VESI, without penalty, for any reason at any time.

**Program Compliance:** COH'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 the terms of natural gas supply.

**Change In Law:** In the event that there is a change (including a change in interpretation) in law, administrative regulation, rule, filed tariff (in effect at the start of the Initial Term, not pending and disputed), regulatory design, market or transportation design or structure, ordinance, order, judicial decision, or statute, including, without limitation, changes in utility tariffs and pipeline protocols, or any fees or costs, including any charged by pipelines or utility, or the commencement of enforcement of a change in law or administrative regulation, and such results in VESI incurring additional costs and expenses in providing your natural gas service under this Contract, such additional costs and expenses will be your responsibility and will be assessed in your rate, charges and fees for natural gas service, notwithstanding the type of product you elected.

VESI's rate excludes COH charges and taxes. Natural gas service is subject to enrollment processing timelines as determined by COH and VESI's aforementioned Terms and Conditions of Service. To be eligible to participate in the Stark County's natural gas aggregation program, you must: (1) have a residence or business located in the Stark County; (2) be eligible to receive natural gas from COH; (3) meet Ohio non-mercantile requirements; (4) be current with your natural gas payments or payment arrangements; (5) not be enrolled in the PIPP program; and (6) currently not taking natural gas supply service from another natural gas marketer.

If you believe you received this postcard in error or are not located in the Stark County, please contact VESI to remove your account from our aggregation list.

790 Windmill Dr. · Pickerington, OH 43147 · p. 800.977.8374 · [volunteerenergy.com](http://volunteerenergy.com)

PLEASE COMPLETE IF THE INFORMATION ON THE FRONT OF THIS FORM IS INCORRECT

NAME *as it appears on your utility bill*

SERVICE ADDRESS *as it appears on your utility bill*

City STATE ZIP





## Stark County Exhibit B-4 “Experience and plans”

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

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

The County Commissioners and County Staff routinely negotiate for services and supplies that benefit the residents of Stark County. However, due to the complexity of Governmental Aggregation, the County has hired Independent Energy Consultants, Inc. to assist them in designing, implementing and maintaining the Program. Independent Energy Consultants are:

- Certified Electric Aggregators and Brokers #04-116(9) in the State of Ohio.
- Certified Natural Gas Aggregators and Brokers #04-078(9) in the State of Ohio.
- Licensed Electric and Natural Gas Aggregators and Brokers #A-17 in the State of Virginia.
- Licensed Agent/Broker/Consultant in the State of Illinois.
- Registered Aggregators #80252 in the State of Texas.

Independent Energy Consultants, Inc. currently manages approximately 50 natural gas and electric aggregation programs that impact approximately 100 communities across 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](mailto:info@naturalgas-electric.com)  
[www.naturalgas-electric.com](http://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 County Board meetings upon request.
- Assist the County 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.

#### Stark County Exhibit B-4 “Experience and plans”

- Review customer data provided by the Local Distribution Company that would serve as the basis for an opt-out notice.
- Write/prepare reports on a quarterly/annual basis to the County, PUCO, and the Ohio Consumers’ Counsel.

Stark County will not take title to natural gas, issue bills, read meters or staff a call center for complaints. Those functions will be provided by the Local Distribution Company and the selected CRNGS supplier as detailed in Section 7 of its Plan of Operations and Governance. The County 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**

**6/15/2022 10:40:11 AM**

**in**

**Case No(s). 04-1185-GA-GAG**

Summary: Application Renewal Application of Board of Commissioners Stark  
County Ohio for continued Certification as a Retail Natural Gas Governmental  
Aggregator electronically filed by Eric E. Burns electronically filed by Mr. Eric E.  
Burns on behalf of Stark County