



DIS Case Number: 10-1314-GA-GAG

Section A: Application Information

A-1. Applicant's legal name, address, telephone number, and web site address

the applicant's legal name, address, telephone number, and web address.

Legal Name: Chippewa Township (Wayne County) Country: United States
Phone: 330-658-2112 Extension (if applicable): Street: 14228 Galehouse Road
Website (if any): www.chippewatwp.com City: Doylestown Province/State: OH
Postal Code: 44230

A-2. Contact person for regulatory matters

Darlene Smith
14228 Galehouse Rd
Doylestown, OH 44230
US
chipptwp@brightdsl.net
3306582112

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

Darlene Smith
14228 Galehouse Rd
Doylestown, OH 44230
US
chipptwp@brightdsl.net
3306582112

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

Phone: 330-658-2112 Extension (if applicable): Country: United States
Fax: 330-658-3372 Extension (if applicable): Street: 14228 Galehouse Road



B-1. Authorizing ordinance

Provide a copy of the adopted ordinance or resolution that reflects voter authorization to form a governmental aggregation program pursuant to Sections 4929.26 and 4929.27 of the Ohio Revised Code.

File(s) attached.

B-2. Operation and governance plans

Provide a copy of the applicant's plan for operation and governance of its aggregation program adopted pursuant to Sections 4929.26(C) or 4929.27(B) of the Revised Code. The Operation and Governance Plan should include all information pursuant to Rule 4901:1-28-03 of the Ohio Administrative Code.

Files(s) attached.

B-3. Opt-out disclosure notice

If the aggregation program provides for automatic aggregation in accordance with Section 4929.26(A) of the Revised Code, provide a copy of the disclosure notification required by Section 4929.26(D) of the Revised Code.

File(s) uploaded

B-4. Experience and Plans

Provide a description of the applicant's experience in providing the service(s) for which it is applying (e.g. number and type of customers served, utility service areas, amount of load, etc.). Also provide the plan for contracting with customers, providing contracted services, providing billing statements, and responding to customer inquiries and complaints in accordance with Commission rules adopted pursuant to Section 4928.10 of the Revised Code.

File(s) attached



Public Utilities
Commission

Application Attachments

Chippewa Township

Exhibit B-1

Authorizing Ordinance/Resolution

Natural Gas Program

RECORD OF PROCEEDINGS CHIPPEWA TOWNSHIP TRUSTEES REGULAR

Minutes of

DAYTON LEGAL BLANK REC. FORM NO. 10001

Held AT TOWNSHIP HALL 7:00 PM FEBRUARY 10, 20 10

10-0009-02 ELECTRICITY AGGREGATION (CONTINUED)

shall hold at least two public hearings on the plan. Before the first hearing, notice of the hearings shall be published once a week for two consecutive weeks in a newspaper of general circulation in the Township. The notice shall summarize the plan and state the date, time, and location of each hearing. No plan adopted by this Board of Trustees shall aggregate the electrical load of any electric load center within the Township unless it in advance clearly discloses to the person owning, occupying, controlling, or using the load center that the person will be enrolled automatically in the Aggregation Program and will remain so enrolled unless the person affirmatively elects by a stated procedure not to be so enrolled. The disclosure shall state prominently the rates, charges, and other terms and conditions of enrollment. The stated procedure shall allow any person enrolled in the Aggregation Program the opportunity to opt out of the program every three years, without paying a switching fee. Any such person that opts out of the Aggregation Program pursuant to the stated procedure shall default to the standard service offer provided under division (a) of Section 4928.14 or division (d) of Section 4928.35, Ohio Revised Code until the person chooses an alternative supplier.

SECTION 4. This Board of Trustees finds and determines that all formal actions of this Board of Trustees concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board of Trustees and that all deliberations of this Board of Trustees and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

SECTION 5. This Resolution is declared to be necessary for the immediate preservation of the public health, safety and welfare of the Township, and for the further reason that this Resolution is required to be immediately effective in order to file a certified copy of this Resolution and the proposed form of the ballot question with the Board of Elections of Wayne County not later than seventy-five (75) days prior to the May 4, 2010 election, as provided herein; wherefore, this Resolution shall be in full force and effect immediately upon its adoption and approval by the Board of Trustees. Upon roll call on the adoption of the Resolution, the vote was as follows:

Lenny Broome-YES, Robert McGregor-YES, AND Dennis Toth-YES.

10-0010-02 NATURAL GAS AGGREGATION

A RESOLUTION AUTHORIZING ALL ACTIONS NECESSARY TO EFFECT A GOVERNMENTAL NATURAL GAS AGGREGATION PROGRAM WITH OPT-OUT PROVISIONS PURSUANT TO SECTION 4929.26, OHIO REVISED CODE, DIRECTING THE WAYNE COUNTY BOARD OF ELECTIONS TO SUBMIT A BALLOT QUESTION TO THE ELECTORS AND DECLARING AN EMERGENCY. MOTION TO PASS BY DENNY TOTH, SECONDED BY BOB MACGREGOR WHEREAS, the Ohio Legislature has enacted natural gas deregulation legislation ("H.B. No.9") which authorizes townships to aggregate the retail natural gas loads located in the respective jurisdictions and to enter into service agreements to facilitate for those loads the purchase and sale of natural gas;

RECORD OF PROCEEDINGS CHIPPEWA TOWNSHIP TRUSTEES REGULAR

Minutes of

Meeting

Held AT TOWNSHIP HALL 7:00 PM FEBRUARY 10, 20 10

10-0010-02 NATURAL GAS AGGREGATION (CONTINUED)

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

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

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWNSHIP OF CHIPPEWA, COUNTY OF WAYNE AND STATE OF OHIO, THAT:

SECTION 1. This Board of Trustees finds and determines that it is in the best interest of the Township, its residents, businesses and other natural gas consumers located within the boundary limits of the Township to establish the Aggregation Program in the Township. Provided that this Resolution and the Aggregation Program is approved by the electors of the Township pursuant to Section 2 of this Resolution, the Township is hereby authorized to aggregate in accordance with Section 4929.26, Ohio Revised Code, the retail natural gas loads located within the Township, and, for that purpose, to enter into service agreements to facilitate the sale and purchase of the service for the retail natural gas loads. The Township may exercise such authority using an energy broker and aggregator certified by the Public Utilities Commission of Ohio, to the full extent permitted by law. The aggregation will occur automatically for each person owning, occupying, controlling, or using a natural gas load center proposed to be aggregated and will provide for the opt-out rights described in Section 3 of this Resolution.

SECTION 2. The Board of Elections of Wayne County is hereby directed to submit the following question to the electors of the Township at the primary election on May 4, 2010. Shall the Township of Chippewa have the authority to aggregate the retail natural gas loads located in the Township, and for that purpose, enter into service agreements to facilitate for those loads the sale and purchase of natural gas, such aggregation to occur automatically except where any person elects to opt out, all in accordance with Section 4929.26 of the Ohio Revised Code and Resolution No. 10-0010-02 adopted by Township Board of Trustees?

The Fiscal Officer of this Board of Trustees is instructed immediately to file a certified copy of this Resolution and the proposed form of the ballot question with the County Board of Elections not less than seventy-five (75) days prior to May 4, 2010. The Aggregation Program shall not take effect unless approved by a majority of the electors voting upon this Resolution and the Aggregation Program provided for herein at the election held pursuant to this Section 2 and Section 4929.26, Ohio Revised Code.

SECTION 3. Upon the approval of a majority of the electors voting at the primary election provided for in Section 2 of this Resolution, this Board of Trustees shall develop a plan of operation and governance for the Natural Gas Aggregation

RECORD OF PROCEEDINGS
CHIPPEWA TOWNSHIP TRUSTEES REGULAR

Minutes of

Meeting

DAVISON LEGAL BLANK 187 FORM NO. 10149

Held AT TOWNSHIP HALL 7:00 PM FEBRUARY 10, 20 10

10-0010-02 NATURAL GAS AGGREGATION (CONTINUED)

Program. Before adopting such plan, this Board of Trustees shall hold at least two public hearings on the plan. Before the first hearing: notice of the hearings shall be published once a week for two consecutive weeks in a newspaper of general circulation in the Township. The notice shall summarize the plan and state the date, time, and location of each hearing. No plan adopted by this Board of Trustees shall aggregate the natural gas load of any natural gas load center within the Township unless it in advance clearly discloses to the person owning, occupying, controlling, or using the load center that the person will be enrolled automatically in the Aggregation Program and will remain so enrolled unless the person affirmatively elects by a stated procedure not to be so enrolled. The disclosure shall state prominently the rates, charges, and other terms and conditions of enrollment. The stated procedure shall allow any person enrolled in the Aggregation Program the opportunity to opt out of the program every two years, without penalty as set forth in rule 4901: 1-28-04 of the Ohio Administrative Code.

SECTION 4. This Board of Trustees finds, and determines that all formal actions of this Board of Trustees concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board of Trustees and that all deliberations of this Board of Trustees and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

SECTION 5. This Resolution shall be effective immediately and is declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Township, and for the further reason that this Resolution is required to be immediately effective in order to file a certified copy of this Resolution and the proposed form of the ballot question with the Board of Elections of Wayne County not later than seventy-five (75) days prior to the May 4, 2010 election, as provided herein; wherefore, this Resolution shall be in full force and effect immediately upon its adoption and approval by the Board of Trustees.

Upon roll call on the adoption of the Resolution, the vote was as follows:

Lenny Broome-YES, Bob MacGregor-YES, AND Dennis Toth-YES.

10-0011-02 OPPOSING THE RAILS TO TRAILS PROJECT**A RESOLUTION OPPOSING THE RAILS TO TRAILS PROJECT**

Motion by Trustee BOB MACGREGOR, seconded by Trustee DENNY TOTH,

WHEREAS, the railroad bed through Chippewa Township has been proposed as a Rails to Trails project; and

WHEREAS, the Rails to Trails Committee has requested our support of this project; and

WHEREAS, numerous residents of Chippewa Township who own property adjacent to the trails have voiced serious and valid objections to the Rails to Trails issue.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Chippewa Township, Wayne County, Ohio, as follows:

SECTION 1. The Board of Trustees opposes the Rails to Trails project as currently proposed.

RECORD OF PROCEEDINGS

Minutes of

CHIPPEWA TOWNSHIP TRUSTEES REGULAR

Meeting

OPTIONAL FORM NO. 10142

Held AT TOWNSHIP HALL 7:00 PM JULY 14, 20 10

MEETING CALLED TO ORDER AT 7:00 PM WITH PLEDGE OF ALLEGIANCE

ROLL CALL: LENNY BROOME-HERE, BOB MACGREGOR-HERE, AND DENNY TOTH-YES.

APPROVAL OF MINUTES

APPROVAL OF THE JUNE 9TH MEETING WITHOUT A PUBLIC READING, AS ALWAYS THE MINUTES ARE AVAILABLE FOR PUBLIC REVIEW. MOTION TO PASS BY DENNY TOTH, SECONDED BY BOB MACGREGOR, ROLL CALL: DENNY TOTH-YES, BOB MACGREGOR-YES, AND LENNY BROOME-YES.

AWARDS PRESENTATION

DEPUTY BRUMME AND RESIDENT MR. STUMP RECEIVED AWARDS FOR SAVING A TOWNSHIP RESIDENT FROM A TRAILER FIRE.

BUDGET HEARING

BUDGET HEARING WAS OPEN AND READ BY FISCAL OFFICER AS FOLLOWS:

	RECEIPTS	EXPENSES
GENERAL	249,500.00	608,000.00
MOTOR VEHICLE	19,100.00	19,100.00
GASOLINE TAX	106,450.00	106,000.00
ROAD & BRIDGES	404,600.00	404,600.00
CEMETERY	10,000.00	10,000.00
POLICE	131,000.00	165,000.00
FIRE & EMS	596,500.00	920,000.00
DRUG LAW	200.00	200.00
PER. MOTOR VEH.	76,500.00	76,500.00
AMB. & EMS	87,100.00	120,000.00
EASTON STREET	1,000.00	1,000.00
CEMETERY TRUST	50.00	0
CAP PROJECTS	0	0
EMS CAPITAL	10,000.00	10,000.00
FIRE CAPITAL	40,000.00	40,000.00
ROAD CAPITAL	18,000.00	18,000.00
UNCLAIMED FUNDS	0	0

TOTAL \$ 1,752,000.00 \$2,509,400.00

BOB MACGREGOR MADE A MOTION TO APPROVE THE BUDGET AS READ SECONDED BY DENNY TOTH, ROLL CALL: BOB MACGREGOR-YES, DENNY TOTH-YES, AND LENNY BROOME-YES.

BUREAU WORKERS COMPENSATION

MIKE AGNONI- WAS PRESENT AND INFORMED US ON HOW MUCH WE HAVE REDUCED OUR WORKERS COMP. FOR 2011.

10-0064-07 ADOPTION OF ELECTRIC POWER AGGREGATION PLAN
A RESOLUTION AUTHORIZING THE ADOPTION OF AN ELECTRIC POWER AGGREGATION PLAN OF OPERATIONS AND GOVERNANCE FOR THE CHIPPEWA TOWNSHIP, WAYNE COUNTY, OHIO. MOTION TO PASS BY DENNY TOTH, SECONDED BY BOB MACGREGOR, ROLL CALL: DENNY TOTH-YES, BOB MACGREGOR-YES, AND LENNY BROOME-YES.

10-0065-07 ADOPTION OF NATURAL GAS AGGREGATION PLAN
A RESOLUTION AUTHORIZING THE ADOPTION OF AN NATURAL GAS AGGREGATION PLAN OF OPERATIONS AND GOVERNANCE FOR THE CHIPPEWA TOWNSHIP, WAYNE COUNTY, OHIO. MOTION TO PASS BY BOB MACGREGOR, SECONDED BY DENNY TOTH, ROLL CALL: BOB MACGREGOR-YES, DENNY TOTH-YES, AND LENNY BROOME-YES.

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Chippewa Township

Exhibit B-2

Operation and Governance Plan

Natural Gas Program

TOWNSHIP OF CHIPPEWA

COUNTY OF WAYNE

STATE OF OHIO

RESOLUTION NO. 10-0065-07

*A RESOLUTION TO APPROVE THE PLAN OF OPERATION AND
GOVERNANCE FOR THE CHIPPEWA TOWNSHIP NATURAL GAS AGGREGATION
PROGRAM AND DECLARE AN EMERGENCY*

Motion by Bob MacGregor; seconded by Denny Toth.

WHEREAS, pursuant to Chapter 4929 of the Ohio Revised Code, to facilitate competitive retail natural gas service to promote natural gas savings, lower cost natural gas supplies, and other benefits, certain governmental entities may aggregate certain natural gas consumers within their jurisdiction; and

WHEREAS, on May 4, 2010, the electors of Chippewa Township approved the Township's plan to create an aggregation program for customers located within the boundaries of the Township; and

WHEREAS, a public hearing was advertised in a newspaper of general circulation in Chippewa Township on June 29, 2010, and July 6, 2010; and

WHEREAS, two (2) public hearings were held on this matter on July 8, 2010 at 5:30 P.M. and 6:30 P.M.; and

WHEREAS, Revised Code 4929.26(C) requires a governmental entity interested in the automatic registration of customers under governmental aggregation, subject to customer rights to "opt-out" of such an aggregation, to adopt a plan of operation and governance for its aggregation program; and

WHEREAS, this Resolution constitutes an emergency measure providing for the immediate preservation of the public peace, property, health or safety in that opportunities to coordinate aggregation activities with certain suppliers of natural gas services may become limited,

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Township of Chippewa, County of Wayne, State of Ohio, as follows:

SECTION ONE. That this Board of Trustees hereby adopts the Chippewa Township Plan of Operation and Governance (attached hereto and incorporated herein by reference as Exhibit "A"), for the implementation and administration of the Township's municipal gas aggregation program in accordance with R. C. 4929.26(C).

SECTION TWO. This Board finds and determines that all formal actions of this Board concerning and relating to the adoption of this Resolution were adopted in a regular meeting of this Board on the 14th day of July, 2010, 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, but not limited to, Section 121.22 of the Revised Code.

SECTION THREE. This Resolution shall be effective immediately, or at the earliest date allowed by law.

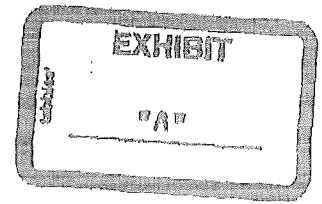
Upon roll call on the adoption of the resolution, the vote was as follows:

Trustee Lenny Broome	<u>YES</u>
Trustee Robert MacGregor	<u>YES</u>
Trustee Dennis Toth	<u>YES</u>

FISCAL OFFICER CERTIFICATE

The foregoing is a true and correct excerpt from the minutes of the meeting on August 26, 2010, of the Board of Trustees of the Township of Chippewa, Wayne County, Ohio, showing the adoption of the Resolution hereinabove set forth.


Laurretta Farlow
Chippewa Township Fiscal Officer



Chippewa Township

PLAN OF OPERATION AND GOVERNANCE FOR MUNICIPAL OPT-OUT NATURAL GAS AGGREGATION

ADOPTED BY TOWNSHIP TRUSTEES

Overview

At the May 4, 2010 primary election, local residents authorized the Township of Chippewa (the Township) to create a municipal opt-out natural gas aggregation program (the Aggregation Program) in compliance with Section 4929.26 of the Ohio Revised Code. Under the opt-out natural gas aggregation program, all eligible natural gas consumers within the Township's limits will be automatically included in the Aggregation Program initially. However, all consumers will also be given the opportunity to opt-out or decline participation in the Aggregation Program as detailed herein.

The Township's purpose in creating the Aggregation Program is to represent local consumer interests in emerging competitive natural gas markets by aggregating natural gas loads within the Township's limits (including municipal facilities) and negotiating affordable, reliable natural gas supplies and other related services on behalf of local consumers. The Township may pursue this purpose individually or in cooperation with other entities.

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

1. Description of Services

The Aggregation Program is designed to try to reduce the amount a consumer pays for natural gas energy, and to gain other favorable economic and non-economic terms in service contracts. The Township will not buy and resell natural gas, but will represent collective consumer interests to set terms and conditions for service. Through a negotiation process, the Township will develop a contract with a Competitive Retail Natural Gas Services Provider (CRNGS Provider) or Providers for firm all-requirements natural gas service. Once the contract has been finalized, it will be submitted to the Chippewa Township Trustees for approval.

The Aggregation Program covers the natural gas supply portion only of a participant's natural gas bill. Dominion East Ohio (DEO) will continue to deliver natural gas to Aggregation Program participants' homes and businesses through its natural gas distribution system as a monopoly function regulated by the Public Utilities Commission of Ohio (PUCO). DEO will also continue to install, operate and maintain its system of pipelines, Rights of Way, meters and other natural gas distribution components.

Aggregation Program participants should continue to call DEO if their natural gas is interrupted or if they have billing questions. The PUCO will continue to oversee DEO natural gas safety and reliability service standards.

Oversight of the Aggregation Program will be the responsibility of _____, who shall report to the Trustees. The _____, subject to Trustees approval, will have the authority to develop specifications for the Aggregation Program, to appoint an Aggregation Program Manager, and to select, hire and manage the CRNGS Provider. The CRNGS Provider and the Aggregation Program Manager will work under the direction of the _____ with the advice and counsel of the Township Attorney.

Due to the complexity of the natural gas utility industry and the uncertainties of its associated restructuring activities, the Township of Chippewa may contract with a consultant or consultants to provide the necessary expertise to represent the Township's interest in legislative and regulatory matters and/or to serve as the Aggregation Program Manager. Such services may include, but are not limited to, facilitating consumer enrollment and opt-out, assisting with consumer education, addressing consumer questions and concerns, providing reports on program operation, enrollment and savings, negotiating future CRNGS Provider contracts, and representing the Township in dealings with CRNGS Providers, DEO, the Ohio Legislature, the PUCO and the Ohio Consumer's Counsel (OCC).

The Township deems any and all information related to an eligible customer to be confidential and proprietary trade secret information. The CRNGS Provider shall keep all eligible customer information provided to it by the Township or DEO in supplying eligible customers within the Township's boundary lines confidential and shall not disclose such information to any third party, unless such disclosure is required to serve any eligible customer, the third party agrees to keep such eligible customer information confidential, and the Township consents to the disclosure of such information to the third party.

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

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

The CRNGS Provider will develop internal controls and processes to help ensure that the Township remains in good standing as a governmental aggregator that complies with all laws, rules and regulations regarding the same as they may be periodically amended.

Natural gas service reliability is an essential to Aggregation Program participants. The Township will strive to provide high-quality service and reliability through provisions of the CRNGS Provider contract, through traditional proceedings related to DEO

distribution services; and through direct discussions with DEO concerning specific or general problems related to quality and reliability of its distribution system.

If for any reason a CRNGS Provider fails to provide uninterrupted service, the Township will attempt to acquire an alternative natural gas supply. If this attempt fails, participants will default to DEO established tariff rates. In no case will participants be without natural gas as the result of the CRNGS Provider's failure to provide uninterrupted service. The Township will seek to minimize this risk by contracting only with reputable CRNGS Providers that demonstrate reliable service. The Township also intends to include conditions in its CRNGS Provider contract that will indemnify participants against risks or problems with natural gas supply service and price.

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

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

All consumers within the Township's boundary lines shall be eligible to participate in the Aggregation Program subject to the terms and conditions described herein, Ohio law, PUCO rules and regulation governing natural gas service, and DEO approved tariffs.

Service under the Aggregation Program shall include all eligible customer classes in adherence with universal service principles and requirements, and the traditional non-discriminatory practices of local government. CRNGS Provider contracts shall contain provisions to maintain these principles and equitable treatment of all customer classes.

Low-income consumers shall remain subject to all provisions of Ohio law and PUCO rules and regulations as they may be amended from time to time regarding their rights to return to DEO General Service and participation in the Aggregation Program.

The Township developed this Plan of Operation and Governance in compliance with Ohio law regarding municipal opt-out aggregation of natural gas consumers, including two public hearings prior to its adoption.

The Chippewa Township Trustees' shall approve through resolution the Aggregation Program's Plan of Operation and Governance in accordance with Ohio Revised Code Section 4929.26. Amendments to the Plan of Operation and Governance may be subject to Chippewa Township Trustees' approval and filing with the PUCO.

After adoption of the Plan of Operation and Governance, the Township will file with the PUCO for governmental aggregator certification and also register as a governmental aggregator with DEO.

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

The Aggregation Program may be discontinued upon the termination or expiration of the CRNGS Provider contract without any extension, renewal or subsequent contract being executed. In the event of Aggregation Program termination, each participant will receive notification at least 60 days prior to such program termination and could return to DEO General Service Rate or select another approved CRNGS Provider.

2. Determination of Rates

The Township will not buy and resell natural gas to Aggregation Program participants. The Township will aggregate natural gas loads within the Township's boundary lines including municipal facilities. Through a competitive selection process, the Township will develop and negotiate a contract with a CRNGS Provider or Providers for firm, all-requirements service. The contract will contain mutually agreeable price terms for affordable, reliable natural gas supplies and other related services. The Township may pursue this purpose individually or in cooperation with other entities. Contracts will be monitored by the Township on behalf of consumers.

CRNGS Providers will supply information on natural gas supply charges by DEO customer rate classification or other appropriate pricing category as approved by the Township. All natural gas supply charges will be fully and prominently disclosed in consumer enrollment materials and will be subject to approval by the Chippewa Township Board of Trustees.

The Township will contract only with a CRNGS Provider or Providers that meet at a minimum the following criteria:

1. Certified CRNGS Provider by the PUCO
2. Registered with DEO
3. Have a service agreement under DEO Gas Transportation Service Tariff
4. Successfully completed Electronic Data Interchange (EDI) computer system testing with DEO and that CRNGS Provider's EDI computer system is capable of effectively processing Aggregation Program EDI transactions in a timely manner
5. Meet standards of creditworthiness established by the Township
6. Have a customer call center capable of effectively handling participants' questions, concerns and disputes in a timely manner using a toll-free telephone number
7. Hold the Township harmless from any financial obligations arising from offering natural gas and/or energy-related services to Aggregation Program participants

The CRNGS Provider's contract will run for a fixed term (i.e., one to five years) and contain all pricing, charges, early termination fees, etc. in clear and easily understood terms, and it will include a sales tax instead of a gross receipts tax.

The CRNGS Provider's rates will include an administrative fee, which shall (if implemented) be collected on behalf of the Township to fund the implementation and administration of the Township's Aggregation Program. The administrative fee will be adjusted annually to cover the Township's cost of administering the program. The fee will be reviewed annually to ensure that the amounts collected do not exceed the cost of administering the aggregation program.

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

3. Plan for Providing Opt-out Notice

Initially, each eligible consumer within the Township's boundary lines will be automatically included in the Aggregation Program. However, prior to actual enrollment, each consumer will receive a notice from the Township detailing the Aggregation Program's rates, terms and conditions.

Each consumer will then have a 21-day period to opt-out of or decline to participate in the Aggregation Program without charge. Consumers opting out of the program will remain on Columbia Gas of Ohio's (DEO) established tariff rates until such time as they select an approved CRNGS Provider. A similar opt-out period will be offered every two years during which time consumers can leave the Aggregation Program without paying a switching fee.

4. Process for Determining the Pool of Customers

After contract approval by the Chippewa Township Board of Trustees, the CRNGS Provider will work with the Township and DEO to identify all eligible consumers within the Township's boundary lines.

All eligible consumers will be notified of the rates, charges and other terms and conditions of participation in the Aggregation Program and that they will be automatically enrolled in the Aggregation Program unless they "opt out" or decline participation in the program. Consumers will be given a 21-day period in which to notify the Township that they wish to opt out or decline participation in the Aggregation Program.

After the initial 21-day opt-out period has elapsed, all eligible consumers who have not notified the Township of their desire to opt out of the Aggregation Program will be enrolled by the CRNGS Provider at the earliest date practicable.

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

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

- Are not currently buying gas from another supplier;
- Are up to date with their bill payments;
- Have not opted out of the program;
- Currently have service with DEO;
- Are classified as non-mercantile;
- Have not exercised their right of rescission, or;
- Are not on the Percentage of Income Payment Plan (PIPP).

New members may opt into the Program upon contract expiration with an alternate supplier. These members will need to contact the CRNGS Provider for enrollment information. The CRNG Provider has a right of refusal in accordance with criteria described in this plan.

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

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

Participants who wish to leave the Aggregation Program may do so:

- During the initial 21-day opt-out period;
- During the seven day rescission period;
- During subsequent opt-out period offered by the Township at least every two years;
- At any other time; however an early termination fee may be assessed.

In addition to the initial 21-day opt-out period described above, each participant will be given an opportunity to opt out of the Aggregation Program every two years without paying an early termination fee. Consumers who choose to opt out of the Aggregation Program at any time other than during the initial 21-day opt-out period or during subsequent opt-out periods offered by the Township may be subject to an early termination fee.

Any consumer who opts out of the Aggregation Program will be returned to DEO established tariff rates until such time as the consumer selects another approved CRNGS Provider.

5. Customer Billing Procedures

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

6. Credit and Deposit Policies

Collection, credit and deposit procedures remain the responsibility of the Local Utility, the selected supplier and the individual member. Members are required to remit and comply with the payment terms of the local utility. 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. The selected supplier shall not charge more than 1 ½ percent per month for overdue balances owed to the selected supplier.

7. Governmental Aggregator's Customer Service Procedures and Dispute Resolution

The Aggregation Program only impacts the source of natural gas supply. DEO will continue to deliver the natural gas purchased through the Aggregation Program to participants' homes and businesses through its natural gas distribution system. Participants with question or concerns regarding service delivery or safety, such as a natural gas outage or odor of gas should continue to contact DEO at 800-542-2630. Meter reading or other billing questions should also be directed to DEO at 800 362-7557. Questions regarding Aggregation Program enrollment or opting out should be directed to the CRNGS Provider. General questions and concerns should be directed to _____, Township of Chippewa, or the General Manager at AMPO, Inc.. Disputes unresolved by the aforementioned parties, should be directed to either the Ohio Consumer's Counsel or the Public Utilities Commission of Ohio. The following table gives toll-free telephone numbers for use by consumers.

Question or Concern	contact	Telephone Number
Natural gas outage or interruption	DEO	800-344-4077
Turn natural gas on or off	DEO	800-344-4077
Meter reading/billing	DEO	800-344-4077
To enroll in or opt-out of the Aggregation Program	CRNGS Provider	800*****
Aggregation Program Questions or concerns	_____	
Unresolved disputes (residential customers)	Ohio Consumer's Counsel	877-742-5622 occ@occ.state.oh.us
Unresolved disputes (all customers)	Public Utilities Commission of Ohio	(800)-686-7826 (voice) (800)-686-1570 (TDD)

8. Members Moving Into/Within the Aggregation (New Account Number)

Consumers who move into the Township after the initial opt-out period will be not be automatically included in the Program, but will be afforded an opportunity to enroll. However, the Township cannot guarantee that the rates, terms and conditions to consumers enrolling in the Aggregation Program after the initial 21-day opt-out period will match those of the initial enrollees.

The same rule will apply to participants who move within the Township after the initial opt-out period, if they are given a new account number by DEO. That is, they will not be automatically included in the Program, but will be given an opportunity to re-enroll under a new set of rates, terms and conditions.

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

Participants who relocate within the Township limits and retain the same DEO account number, will be allowed to continue in the Aggregation Program at their new location under the same terms and conditions as at their former location, subject to any switching fees imposed by DEO.

10. Joining the Program at a Later Date (Opting-In)

Residents of the Township who initially choose to opt-out of the Program, for whatever reason, and wish to enroll at a later date, will be treated the same as a new resident. That is, they will not automatically become part of the existing program, but will be given an opportunity to enroll. However, the Township cannot guarantee that rates, terms and conditions to consumers enrolling in the Aggregation Program after the initial 21-day opt-out period will match those of the initial enrollees.

DEFINITIONS

Aggregation

Combining the natural gas loads of multiple customers for the purposes of supplying or arranging for the supply of competitive retail natural gas service to those customers.

Aggregation Program Manager

The person or entity designated by the Township to oversee the operation and management of the Township's Municipal Natural gas Aggregation Program.

Competitive Retail Natural Gas Service (CRNGS)

A component of retail natural gas service deemed competitive under the Ohio Revised Code or pursuant to an order of the PUCO. This includes but is not limited to the services provided by competitive retail natural gas service providers, natural gas marketers, aggregators and governmental aggregators.

Competitive Retail Natural Gas Service Provider (CRNGS Provider)

A person or entity certified by the PUCO and registered with DEO who supplies or offers to supply a competitive retail natural gas service over the DEO natural gas distribution system. This term does not apply to DEO in its provision of standard offer natural gas service.

Consumer

Any person or entity that is an end user of natural gas and is connected to any part of DEO natural gas distribution system within the Township's boundary lines.

Delivery Charge

Charge imposed by DEO for delivering natural gas to a consumer's home or business. The charge includes meter reading, billing, transition costs, maintaining natural gas system reliability and responding during emergencies and outages (also called the distribution charge).

Distribution

Delivery of natural gas to a home or business through DEO owned pipelines, meters and other equipment. DEO distribution system operations will remain regulated by the PUCO.

Governmental Aggregator

An incorporated village or Village, township or county acting as an aggregator for the provision of a CRNGS under authority conferred under Section 4929.26 of the Ohio Revised Code.

Mercantile Customer

A customer that consumes, other than for residential use, more than five hundred thousand cubic feet of natural gas per year at a single location within the state; or a customer that has three or more location within the state that consume natural gas, other than for residential use.

Natural Gas Related Service

Service directly related to the consumption of natural gas at a consumer's home or business. This may include, but is not limited to, the installation of metering, remote reading indices, regulation; the maintenance, repair or replacement of appliances and other energy-consuming devices at a consumer's premises, and the provision of energy consumption measurement and billing services.

Natural gas Supply Charge

All charges related to the acquisition of natural gas by the CRNGS Provider, and its delivery to the Township 's distribution system.

Ohio Consumers' Counsel (OCC)

The Ohio Consumers' Counsel (OCC), established by the Ohio Legislature in 1976, represents the interests of Ohio's four million residential utility customers served by investor-owned utilities in proceedings before the PUCO, other regulatory agencies and in the courts. The OCC also educates consumers about utility issues and resolves complaints individuals have with investor-owned utility companies.

Participant

A consumer enrolled in the Township 's Municipal Natural gas Aggregation Program.

Public Utilities Commission of Ohio (PUCO)

The state agency charged with assuring all consumers (residential commercial and industrial) served by investor-owned utilities have access to adequate, safe, and reliable utility services at fair prices. The PUCO regulates a wide variety of investor-owned utilities, including natural gas, electric, pipeline, heating/cooling, local telephone, long distance telephone, waterworks, wastewater, railroad, household goods carriers, water transportation, hazardous materials carriers, and commercial transportation carriers.

June 25, 2010

The Wooster Daily Record
212 East Liberty
Wooster, Ohio 44691
Attn: Legal Notices

Dear Sir or Madam:

Please print the following in the Legal Notices section of The Daily Record on June 29, 2010 and July 6, 2010. Bill directly to Ms. Laretta Farlow, Township Fiscal Officer, P.O. Box 265, Doylestown, Ohio 44230.

NOTICE OF PUBLIC HEARINGS

NOTICE is hereby give that pursuant O.R.C. Section 4928.20 (C) that Chippewa Township will hold two separate public hearings on the Chippewa Township Gas Aggregation Plan of Operation and Governance on July 8, 2010 at 5:30 p.m. and 6:30 p.m. at the Chippewa Township hall.

The Chippewa Township Gas Aggregation Plan of Operation and Governance describes the policies and procedures by which Chippewa Township will carry out its municipal electric aggregation program. Including those policies and procedures, which relate to rates and customer service.

If you have any questions you may call the Township between the hours of 7:00 a.m. and 3:00 p.m. at 330-658-2112.

Laurie Farlow, Fiscal Officer
Chippewa Township

Please confirm by return fax - 330-658-3372

Proof of Publication

Dix Communications

P.O. Box 918

Wooster, OH 44691

Phone: (330) 264-1125

Fax: (330) 264-3756

I, Penni Vacca being first duly sworn depose and say that I am Office Manager of

THE DAILY RECORD

Daily Record a newspaper printed and published in the city of Wooster, and of General circulation in the County of Wayne, State of Ohio, and personal knowledge of the facts herein stated and that the notice hereto annexed was Published in said newspapers for 2 insertions on the same day of the week from and after the 29th day of June, 2010 and that the fees charged are legal.

Penni Vacca

Penni Vacca

Name of Account: Chippewa Township Trustees- Legals

Ad Number: 10918613

No. of Lines: 39

Day(s) Published: 06/29, 07/06.

Printers Fee: \$142.56

Sworn to and subscribed before this 6th day of July, 2010.

Debra A. Snyder

Debra A. Snyder

Notary Public

Commission Expires March 13, 2013



DEBRA A SNYDER
NOTARY PUBLIC
STATE OF OHIO
MY COMM EXP 3-13-13

LEGAL
**NOTICE OF PUBLIC
HEARINGS**

NOTICE is hereby given that pursuant O.R.C. Section 4928.20 (C) that Chippewa Township will hold two separate public hearings on the Chippewa Township Electric Power Aggregation Plan of Operation and Governance on July 8, 2010 at 5:00 p.m. and 6:00 p.m. at the Chippewa Township hall.

The Chippewa Township Electric Power Aggregation Plan of Operation and Governance describes the policies and procedures by which Chippewa Township will carry out its municipal electric aggregation program, including those policies and procedures, which relate to rates and customer service.

If you have any questions you may call the Township between the hours of 7:00 a.m. and 3:00 p.m. at 330-658-2112.

Laure Farlow, Fiscal Officer
Chippewa Township
Publish: Winnet Daily Record
June 29, 2010
July 6, 2010

MINUTES OF THE JULY 8, 2010 PUBLIC HEARING ON
NATURAL GAS AGGREGATION FOR
CHIPPEWA TOWNSHIP BOARD OF TRUSTEES

The meeting was called to order at 5:30 P.M. by Trustee Robert MacGregor. Trustees Dennis Toth and Robert MacGregor were present. Trustee Lenny Broome and Fiscal Officer Lori Farlow were excused. No members of the public attended. Terry Leach, Vice President of Risk Control & AMPO Inc., of American Municipal Power Inc., was present to discuss natural gas aggregation. Also present was Emily Ochsenhirt of First Energy.

As required, public notices were printed in a newspaper of general circulation in Chippewa Township on June 29, 2010 and July 6, 2010, for the public hearing on natural gas aggregation.

Mr. Leach explained that there would be a natural gas plan of operation, and he explained the document presented at the public hearing. He was earlier sworn in at the 5:00 P.M. electric aggregation public hearing.

He indicated that American Municipal Power had provided power to 128 communities in six (6) states; that the gas aggregation is offered under AMPO Inc., which is a for-profit subdivision of American Municipal Power, which is a non-profit corporation.

He indicated that AMP is the largest contractor for hydro electric power in the United States; that it has commercial wind farms in Ohio, and a new clean coal plant that is 75% complete in Illinois. Its communities have approximately 600,000 customers and, for gas aggregation, has approximately 35 communities and 90,000 customers. Doylestown is among the communities using AMPO Inc. for its natural gas aggregation program.

They will offer a fixed rate for up to one (1) year. Mr. Leach explained that the gas market really isn't very competitive at this point, so that there is no guaranteed discount, but that he would get the best rate that he could on the market. He indicated most communities either have a fixed rate for one (1) year, or a variable rate. He further indicated that natural gas rates fluctuate from day to day, and that, as of 2:00 P.M. on July 8, 2010, the natural gas rate dropped 15% from its 9:00 A.M. July 8, 2010 rate.

He explained how the rates were determined in some detail, and he said some communities opted for six (6) month rates, and it would be up to the Board of Trustees to determine which option it desired.

Mr. Leach made clear that he was discussing the natural gas aggregation and not the electric aggregation, and that he was not competing with FES on the electric aggregation.

Mr. Leach indicated that individuals could leave or re-enter the natural gas aggregation at any time, without any limit.

At 5:59, Denny Toth moved to adjourn; seconded by Bob MacGregor; all in favor.

Upon roll call, the vote was as follows:

Trustee Lenny Broome	<u>Absent</u>
Trustee Robert MacGregor	<u>Yes</u>
Trustee Dennis Toth	<u>Yes</u>

MINUTES OF THE JULY 8, 2010, 6:30 P.M.
NATURAL GAS AGGREGATION PUBLIC HEARING

Trustees Toth and MacGregor were present. Trustee Lenny Broome had an excused absence, as did Fiscal Officer Lori Farlow. No members of the public were present. The public hearing was advertised on June 29th and July 6th, 2010. Chairman MacGregor asked three (3) times if anyone had any questions or comments regarding natural gas aggregation. There were none.

Trustee Dennis Toth moved to adjourn the meeting at 6:35 P.M.; seconded by Trustee Robert MacGregor.

Upon roll call, the vote was as follows:

Trustee Lenny Broome	<u>Absent</u>
Trustee Robert MacGregor	<u>Yes</u>
Trustee Dennis Toth	<u>Yes</u>

Chippewa Township

Exhibit B- 3

Automatic Aggregation Disclosure – Opt –out Form

Natural Gas Program



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



September 3, 2021

Dear Resident or Small Business Owner:

Chippewa Township 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 Chippewa Township Natural Gas Aggregation Program unless you notify IGS Energy that you do not wish to participate.

Under governmental aggregation, Chippewa Township acts on behalf of natural gas consumers in the community to negotiate a gas supply contract with eligible suppliers. Both Chippewa Township and IGS Energy must be certified by the Public Utilities Commission of Ohio. The Chippewa Township voters approved the implementation of the program on May 4, 2010 and the Township Trustees approved resolution number 10-0065-07. Your participation in the aggregation program for Chippewa Township will begin within one or two billing periods after enrollment with Dominion Energy Ohio (DEO) and end with your October 2022 billing period.

Your new price under the Chippewa Township Natural Gas Aggregation Program will be a fixed rate **\$3.05 per MCF** through your October 2022 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 Chippewa Township 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 Chippewa Township 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 2022 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) or the Public Utilities Commission of Ohio (www.PUCO.ohio.gov).

Sincerely,

Chippewa Township and IGS Energy

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

If the home or small business for which you have received this letter is not located within Chippewa Township, 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 Chippewa Township Natural Gas Aggregation Program.

(Check box to opt out.)

☐

Name (Please Print) _____

Address _____

City, State, Zip _____

Phone Number _____

Email Address _____

Signature (REQUIRED) _____



00DE002

28

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 October 2022 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 2022 NGDC billing cycle shall be \$3.05 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. 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.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 Chippewa Township Natural Gas Governmental Aggregation Program

NOTICE

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

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

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

Chippewa Township

Exhibit B-4

Experience

Natural Gas Program

The Chippewa Township has experience in negotiating, contracting and providing for common services for residents of the Township. Some examples of experience as a service provider are:

- Electric Power purchase, generation and distribution
- Water and Sewer Service
- Police and Fire Service
- Parks and Recreation

The Board of Trustees of the Township and Township Staff routinely negotiate for services and supplies that benefit the residents of Chippewa Township.

However, due to the complexity of municipal opt-out aggregation, the Township has chosen to retain the services of a consultant to assist them in designing, implementing and maintaining their gas aggregation program.

Contractual Arrangements for Capability Standards

The Chippewa Township states that a valid contract exists with:

AMPO, Inc., a Subsidiary of AMP
1111 Schrock Road, Suite 100
Columbus, Ohio 43229

for the purpose of providing consulting services on municipal opt-out gas aggregation.

Detailed summary of the services being provided:

- Assist with developing model ordinances to create opt-in or opt-out natural gas aggregation programs.
- Coordinate and work with municipal local officials and staff to develop a procurement strategy for reliable and competitive natural gas supplies and related services for the natural gas aggregation program.
- Assist with the preparation of a Plan of Operation and Governance for the natural gas aggregation program.
- Coordinate and assist with the preparation and filing of the required aggregation certification documents with the Public Utilities Commission of Ohio ("PUCO").
- Assist with performing the PUCO requirements for governmental aggregation programs.
- Provide consulting services and administer the process of negotiating with certified natural gas suppliers, developing and soliciting requests for quotations ("RFQ") or requests for proposals ("RFP").
- Evaluate and manage the ongoing negotiations and/or RFQ or RFP.
- Analyze the negotiations and/or RFQ or RFP's from certified retail natural gas suppliers and make recommendations to local officials and staff.
- Assist with developing and negotiating the contract with the certified retail natural gas supplier to serve the aggregation program.
- Assist the municipality in executing and administering agreements with the selected certified retail natural gas supplier.
- Coordinate the PUCO customer notifications and other requirements for enrolling residents in the

municipal natural gas aggregation program.

- Work with and assist the municipality, the certified retail natural gas supplier, and the natural gas local distribution company to facilitate the enrollment of customers in the municipal natural gas aggregation program at the earliest date practicable.
- Work with the certified retail natural gas supplier to coordinate and communicate with the municipality regarding enrollments in the municipal natural gas aggregation program, cost savings to participants, and other related matters.
- Assist the municipality in developing effective consumer education materials to explain the aggregation program and make community presentations as needed.
- Assist with monitoring proceedings of applicable legislative and regulatory bodies and provide analysis and updates on changes that may impact the municipal natural gas aggregation program, its participants, or the municipality.
- Represent the interests of the municipality at meetings with the certified retail natural gas supplier and the local distribution company concerning the municipal natural gas aggregation program rates, terms and conditions of service, customer concerns, etc.
- Assist and work with the municipality to prepare and file annual reports required by the PUCO and Section 4905.10(A) and Section 4911.18(A), Ohio Revised Code.
- Coordinate with municipal legal counsels to facilitate legal reviews and/or opinions that may be needed in connection with the aggregation program. Please note that the performance of any legal work, including but not limited to the legal reviews and/or opinions, are beyond the scope of AMPO's services.
- As the initial term of the certified retail natural gas supplier contract agreement nears its end, repeat Phase I activities to secure ongoing competitive natural gas supplies and related services for the municipal natural gas aggregation program.

Documentation of Contracting Party's Experience in Energy Aggregation:

AMP, Inc.

Founded in 1971, Columbus based American Municipal Power (AMP) was organized as a nonprofit corporation for the purpose of owning and operating electric facilities or otherwise providing for the generation, transmission and/or distribution of electric power and energy to its member communities. Members include 80 of Ohio's 86 municipally owned electric systems, three in Kentucky, seven in Michigan, 29 in Pennsylvania, five in Virginia and two West Virginia public power communities, ranging in size from 116 customers to more than 80,000 customers. Collectively, AMP member communities serve approximately 364,000 customers.

AMP coordinates, negotiates and develops power supply options and interchange agreements on behalf of its members. AMP also owns and operates the Richard H. Gorsuch Generating Station, a 213-megawatt coal-fired facility located in Marietta, Ohio, that provides power to 48 participating communities, and has undertaken an ambitious program of siting distributed generation in member communities throughout Ohio. In addition, AMP serves as an independent project manager for Ohio members participating in joint ventures to share ownership of power generation and transmission facilities, including the OMEGA JV5 project, a 42 MW run-of-the-river hydroelectric power station completed on the Ohio River in 1999.

AMP also operates a sophisticated 24-hour energy control center that monitors electric loads and

transmission availability, dispatches, buys and sells power and energy and controls AMP and member-owned generation. A competent in-house engineering, operations, safety, power supply, key accounts, economic development, rate and environmental staff is available at AMP's headquarters to assist member communities in addition to performing AMP duties and providing support to the joint ventures.

AMP's knowledgeable, experienced staff understands the unique challenges faced by local government staff and elected officials. AMP is governed by a 16-member Board of Trustees, all of who are local government representatives, and a number of AMP staff members—including its president—once worked for local governments.

AMPO, Inc.

Formed in 1998, AMPO, Inc. is a wholly owned, taxable subsidiary of AMP whose purpose is to provide direction and service to local governments and other energy consumers in evolving energy markets. This includes the development and implementation of local electric and natural gas aggregation programs, review and negotiation of energy contracts, and the evaluation and implementation of energy supply alternatives for local business, industry and government. AMPO, Inc. has been an approved supplier in the Columbia Gas of Ohio CHOICEsm and Dominion East Ohio Energy Choice programs and currently works with over 40 Ohio communities to offer natural gas and/or electric aggregation programs to residential and small commercial customers.



The Public Utilities Commission of Ohio

Ohio Natural Gas Governmental Aggregation
Affidavit Form
(Version 1.07)

In the Matter of the Application of)

Chippewa Township)

for a Certificate or Renewal Certificate to Provide)
Natural Gas Governmental Aggregation Service in)
Ohio.

Case No. 10-1314 -GA-GAG

County of Wayne
State of Ohio

Lauretta Busson

[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

Lauretta Busson, Fiscal Officer

Sworn and subscribed before me this

15

day of

August

Month

2022

Year

Ann M Youngblood

Signature of Official Administering Oath

Print Name and Title

ANN M YOUNGBLOOD

Notary Public
STATE OF OHIO

My commission expires

My Commission Expires
Sept. 09, 2023

(Ohio Natural Gas Governmental Aggregation)

Page 3 of 3

**This foregoing document was electronically filed with the Public Utilities
Commission of Ohio Docketing Information System on**

8/16/2022 5:41:06 PM

in

Case No(s). 10-1314-GA-GAG

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