

DIS Case Number: 16-0048-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: Hamilton Township (Franklin		Country: United States	
County) Phone:	Extension (if applicable):	oplicable): Street: 6400 Lockbourne Rd.	
6144913963			
Website (if any):		City: Lockbourne	Province/State: OH
http://www.hamil	tontownshipohio.org		

Postal Code: 43137

A-2. Contact person for regulatory matters

Ron Michalak 875 N High Street, Suite 300 Columbus, OH 43215 US rmichalak@trebelllc.com 6143248937

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

Ron Michalak 875 N High Street, Suite 300 Columbus, OH 43215 US rmichalak@trebelllc.com 6143248937

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



Phone: 6143248937Extension (if
applicable):Country: United StatesFax:Extension (if applicable):Street: 875 N. High Street Suite 300Email: trebelinfo@trebelllc.comCity: ColumbusProvince/State: OH
Postal Code: 43215

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

Application Attachments

RESOLUTION NO. 2015-153

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 AND DIRECTING THE FRANKLIN COUNTY BOARD OF ELECTIONS TO SUBMIT A BALLOT QUESTION TO THE ELECTORS.

WHEREAS, the Ohio Legislature enacted Chapter 4929, Ohio Revised Code, which authorized the legislative authorities of municipal corporations, townships, and unincorporated areas of the county, to aggregate the retail natural gas loads located within the respective jurisdictions and to enter into service agreements to facilitate the purchase and sale of the service for the retail natural gas loads; and

WHEREAS, such legislative authorities may exercise said authority individually or jointly with any other legislative authorities; and

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

WHEREAS, the Board of Trustees of Hamilton Township ("Trustees") seeks to establish a governmental aggregation program with opt-out provisions pursuant to Section 4929.26, Ohio Revised Code, for the residents, businesses and other natural gas consumers within the unincorporated areas of the Township, and may be in conjunction with any other legislative authorities in the State of Ohio, as permitted by law (the "Aggregation Program").

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Hamilton Township, Franklin County, Ohio that:

The Board finds and determines that it is in the best interest of the Section 1: unincorporated areas of the Township, its residents, businesses and other retail natural gas consumers located within the unincorporated areas of the Township to establish an Aggregation Program within the unincorporated areas of the Township. Provided that the Aggregation Program is approved by the electors of 30 the Township pursuant to Section 2 of this Resolution, the Board is hereby ö authorized to automatically aggregate, in accordance with Section 4929.26, Ohio 2 Revised Code, the retail natural gas loads located within the unincorporated ? areas of the Township, and, for that purpose, to enter into service agreements to 2015 AUG facilitate for those loads the purchase and sale of natural gas service. The Board may exercise such authority jointly with any other political subdivision of the State of Ohio to the full extent permitted by law, which may include use of an broker/consultant/aggregator, energy SO long the as broker/consultant/aggregator is certified by the Public Utilities Commission of Ohio.

Township, and, for that purpose, to enter into service agreements to facilitate for those loads the purchase and sale of natural gas service. The Board may exercise such authority jointly with any other political subdivision of the State of Ohio to the full extent permitted by law, which may include use of an energy broker/consultant/aggregator, so long as the broker/consultant/aggregator is certified by the Public Utilities Commission of Ohio.

The aggregation, subject to Section 4929.26(A)(2)(a) and (b), Ohio Revised Code, and the opt-out rights described in Section 3 of this Resolution, will occur automatically for the retail natural gas loads located within the unincorporated areas of the Township and for which there is a choice of supplier, a rule or order has been adopted or issued under Chapter 4905, Ohio Revised Code, or an exemption granted under Sections 4929.04 to 4929.08, Ohio Revised Code.

Section 2: The Board of Elections of Franklin County is hereby directed to submit the following question to the electors of the Township at the election on November 3, 2015:

Shall the Board of Trustees of Hamilton Township Township have the authority to aggregate the retail natural gas loads located within the unincorporated areas of the Township and for which there is a choice of supplier of that service, and for that purpose, enter into services agreements to facilitate for those loads the sale and purchase of natural gas service, such aggregation to occur automatically except where any person elects to opt-out, in accordance with Section 4929.26 of the Ohio Revised Code and Resolution No. 2015-153 adopted by the Board of Trustees?

The [Administrator/Clerk/Fiscal Officer] of this Board is instructed to immediately file a certified copy of this Resolution and the proposed form of the ballot question with the Franklin County Board of Elections not less than ninety (90) days prior to the election to be held November 4, 2014. 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:

3: Upon approval of a majority of the electors voting at the election provided for in Section 2 of this Resolution, this Board, individually or jointly with

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 at least every two years, without paying a switching fee. Any such person who opts out of the Aggregation Program pursuant to the stated procedure shall default to the natural gas company providing distribution service for the person's retail natural gas load, until the person chooses an alternative supplier.

Section 4: It is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were adopted in an open meeting of this Board and that the deliberations of this Board and any of its committees that resulted in such formal actions were in meetings open to the public, incompliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Date: 7 22 15

Trustee MILS rustee

Trustee

Competitive Retail Natural Gas Service Affidavit

Township of Hamilton

County of Franklin

Ohio State of

Erin Schmerschneider

, 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.
- The applicant will timely file an annual report of its intrastate gross receipts and sales of hundred cubic 2. feet of natural gas pursuant to Sections 4905.10(A), 4911.18(A), and 4929.23(B), Ohio Revised Code.
- The applicant will timely pay any assessment made pursuant to Sections 4905.10 and 4911.18(A), Ohio 3. Revised Code.
- Applicant will comply with all applicable rules and orders adopted by the Public Utilities Commission 4. 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.

- Applicant will comply with Section 4929.21, Ohio Revised Code, regarding consent to the jurisdiction 6. 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.
- Applicant will inform the Public Utilities Commission of Ohio of any material change to the information 8. 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.
- The facts set forth above are true and accurate to the best of his/her knowledge, information, and belief 9. and that he/she expects said applicant to be able to prove the same at any hearing hereof.

day of TEBRUAR

Affiant further sayeth naught.

as Agent for Hamilton Township

ignature of Affiant & Title

Sworn and subscribed before me this

of official administering oath Signature

Month Year My commission expires on <u>04.14.24</u>

Tyler Lovelace Notary Public, State of Ohio

My Commission Expires 04-14-24

HAMILTON TOWNSHIP NATURAL GAS AGGREGATION PROGRAM

OPERATION AND GOVERNANCE PLAN

Prepared by:



Adopted on _____, 2015

I. <u>Overview</u>

In November 2015, a majority of voters authorized the Hamilton Township ("Township") to create a form of government natural gas aggregation known as "opt-out" aggregation and to create an opt-out natural gas aggregation program ("the Aggregation Program") as provided under 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 of or decline participation in the Aggregation Program and wish to return, consumers who affirmatively choose to participate in the Aggregation Program, and consumers who move into the Township after the initial opt-out period will be afforded the opportunity to enroll in the Aggregation Program on an opt-in basis.

The purpose of the Aggregation Program is to represent local consumer interests in emerging competitive natural gas markets by combining natural gas needs within the Township's limits 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 legislative authorities.

Many small commercial and residential natural gas consumers lack the knowledge, expertise, and bargaining power to effectively negotiate gas supply rates and services. A governmental aggregation program provides these consumers with an option for expert 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 the benefits of retail natural gas competition.

The Aggregation Program is designed to combine natural gas requirements in order to obtain the best natural gas supply rate available for those who participate in the Aggregation Program, and to gain other favorable economic and non-economic terms in supply agreements. The Township will not buy and resell natural gas, but will act as the agent for the Aggregation Program, representing the collective interests of the consumers in the Township to establish the terms and conditions for service. Through a negotiation process, the Township and its Consultant will develop a contract with a Competitive Retail Natural Gas Services Provider (CRNGS Provider) or Providers for firm, all-requirements natural gas service. The contract will run for a fixed term.

The Aggregation Program covers the natural gas supply portion only of a Participant's natural gas bill. Columbia Gas of Ohio (Columbia) will continue to deliver natural gas to Aggregation Program Participants' homes and businesses through its natural gas utility functions regulated by the Public Utilities Commission of Ohio (PUCO). Aggregation Program Participants should continue to call Columbia if they experience an issue with their natural gas service or if they have billing questions. The PUCO will continue to oversee natural gas safety and reliability service standards.



II. Process

Under an opt-out aggregation program, each eligible consumer within the Township's boundaries initially will be automatically included in the Aggregation Program on a nondiscriminatory basis. However, prior to actual enrollment, each consumer for whom natural gas rates, terms, and conditions have been negotiated 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 additional fees charged. Consumers opting out of the program will remain on Columbia's Standard Choice Offer until such time as they select an approved CRNGS Provider. If the term of the Aggregation Program is longer than three years, a similar opt-out period will be offered every two years during which time consumers can leave the Aggregation Program without paying an early termination fee or penalty.

Participants who leave the Aggregation Program and wish to return, consumers who affirmatively choose to participate in the Aggregation Program, and consumers who move into the Township after the initial opt-out period will be afforded the opportunity to enroll in the Aggregation Program on an opt-in basis. However, the Township cannot guarantee rates, terms, and conditions to consumers enrolling in the Aggregation Program after the initial 21-day opt-out period. Opt-in Participants enrolling in the Aggregation Program will execute an opt-in contract with the selected CRNGS Provider delineating the rates, terms, and conditions prior to being placed into the Aggregation Program.

Participants who relocate within the Township's limits and retain the same natural gas 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, provided the utility rate classification is the same at both locations, and subject to any switching fees imposed by the utility.

The Township, through its Consultant, will negotiate a contract with a CRNGS Provider to implement and operate the Aggregation Program. Contracts for natural gas supply and other related services will be negotiated, recommended, and monitored for compliance by the Township's Consultant on behalf of local consumers.

The Township developed this Plan of Operation and Governance in compliance with Ohio law regarding governmental aggregation programs and opt-out aggregation of natural gas consumers.

After adoption of this Plan of Operation and Governance by resolution or ordinance pursuant to Section 4929.26 of the Ohio Revised Code, the Township will file such Plan with the PUCO and will likewise maintain its certification as a governmental aggregator with the PUCO and its registration as a governmental aggregator with Columbia.



III. <u>Plan of Operation and Governance</u>

A. <u>Definitions</u>

- 1. **Aggregation:** Combining the natural gas requirements of multiple customers for the purpose of supplying or arranging for the supply of competitive retail natural gas service to those customers.
- 2. Aggregation Program Manager or Consultant: The individual or company retained by the Township to oversee the operation and management of the Township's Aggregation Program.
- 3. **Competitive Retail Natural Gas Service (CRNGS):** A component of retail natural gas service that is 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, marketers, aggregators, and governmental aggregators.
- 4. **Competitive Retail Natural Gas Service Provider (CRNGS Provider):** A person or entity certified by the PUCO and registered with natural gas utility which supplies or offers to supply competitive natural gas supply/service over a natural gas utility's transmission and/or distribution system.
- 5. **Consumer:** Any person or entity that is an end user of natural gas and is connected to any part of the applicable natural gas utility's transmission or distribution system within the Township's boundaries.
- 6. **Delivery Charge:** Charge imposed by the natural gas utility for delivering natural gas to a consumer's home or business. The charge includes meter reading, billing, maintaining system reliability and responding during emergencies and outages.
- 7. **Distribution:** The delivery of natural gas to a consumer's home or business through a natural gas utility's infrastructure and other equipment. Natural gas utilities' distribution system operations are regulated by the PUCO.
- 8. **Natural Gas Supply Charge:** All charges related to the supply of natural gas by the CRNGS Provider.
- 9. **Governmental Aggregator:** An incorporated Township or city, township, or county acting as an aggregator for the provision of a CRNGS under authority conferred by Section 4929.26 of the Ohio Revised Code.



- 10. **Ohio Consumers' Counsel (OCC):** The Ohio Consumers' Counsel (OCC) was established by the Ohio Legislature in 1976 to represent the interests of Ohio's residential utility customers served by investor-owned utilities in proceedings before the PUCO, other regulatory agencies, and in the courts.
- 11. **Participant:** An eligible consumer enrolled in the Township's Aggregation Program.
- 12. **Public Utilities Commission of Ohio (PUCO):** The state agency charged with assuring that all residential and business consumers have access to adequate, safe, and reliable utility services at fair prices, while facilitating an environment that provides competitive choices.
- 13. **Standard Choice Offer:** The natural gas service a consumer will receive from its default natural gas service provider if the customer does not choose a CRNGS Provider.

B. Aggregation Program Management

Due to the complexity of the natural gas utility industry, the Township has entered into an Energy Management and Consulting Agreement with the Consultant to provide the necessary expertise to represent the Township's interests in legislative and regulatory matters and to serve as the Aggregation Program Manager. Such services may include, but are not limited to, overall management of the Aggregation Program, facilitating consumer enrollment and the opt-out process, assisting with consumer education, addressing consumer questions and concerns, providing reports on program operation, negotiating CRNGS Provider contracts, providing analysis and review of the Township's natural gas service usage and costs, and providing consulting services to aggregate and procure natural gas and/or related services, products, and accounts, and representing the Township in dealings with CRNGS Providers, the Ohio Legislature, the PUCO, and the OCC.

The CRNGS Provider's rates will include an administrative fee, which shall be collected on behalf of the Township to fund the implementation and administration of the Township's Aggregation Program, including consulting fees. The administrative fee may be adjusted annually to cover the Township's cost of administering the program.

Oversight of the Aggregation Program will be the responsibility of the Township's Consultant, in consultation with the Township. The Consultant, in consultation with the Township, will have the authority to develop specifications for the Aggregation Program. The CRNGS Provider will work



under the direction of the Consultant with the advice and counsel of the Township.

C. <u>Selection of a CRNGS Provider and Contract</u>

The Township will not buy and resell natural gas to Aggregation Program Participants. The Township, through its Consultant, will negotiate with potential CRNGS providers to provide affordable, reliable natural gas supply, and other related services on behalf of local consumers. The Township will consider cooperating with other governmental aggregators if it appears beneficial to do so.

Through a negotiation process driven by its Consultant, the Township will develop a contract with a CRNGS Provider or Providers for firm, allrequirements service. Each Aggregation Program Participant shall be individually bound by the terms and conditions found in the opt-out notice and the contract and shall be solely responsible for payment and performance. The Township will contract only with a CRNGS Provider that possesses, at a minimum, the following criteria:

- 1. Is certified as a CRNGS Provider by the PUCO;
- 2. Is registered with Columbia;
- 3. Has an approved service agreement with Columbia;
- 4. Will maintain a database of Aggregation Program Participants, which will include all necessary information for the CRNGS Provider, Township, and Consultant to serve and manage the Aggregation Program;
- 5. Meets standards of creditworthiness established by the Township;
- 6. Has or has arranged for a customer call center capable of effectively handling Participants' questions, concerns and disputes in a timely manner using a toll-free telephone number;
- 7. Holds the Township harmless from any financial obligations arising from offering natural gas and/or related services to Aggregation Program Participants; and
- 9. Will assist the Township and its Consultant with the filing of reports required by Ohio law and the PUCO.

The CRNGS Provider's contract will run for a fixed term and contain all pricing, charges, switching fees, etc. in clear and easily understandable terms.

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

D. Natural Gas Supply Charges

The Township, through its Consultant, will aggregate natural gas requirements within the Township's applicable boundaries (including Township facilities) and negotiate mutually agreeable pricing, terms, and conditions of service with the CRNGS Provider for affordable, reliable natural gas supplies and other related services on behalf of Participants. The Township may pursue this purpose individually or in cooperation with other entities. CRNGS Providers will supply information on natural gas supply charges by utility 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, the opt-out notice, and will be subject to approval by the Township.

E. <u>Columbia's Regulated Customer Classifications and Rates</u>

Columbia assigns customer rate classifications, character of service, and associated regulated rates subject to PUCO-approved tariffs. In addition to the CRNGS Provider's generation charges, consumers will continue to be billed for Columbia's 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.

It is the intention of the Township to offer its Aggregation Program to all eligible customers for which the CRNGS Provider can offer a savings compared to the natural gas utility's avoidable costs or price to compare.

F. <u>Developing the Pool of Eligible Accounts</u>

The Township or its Consultant shall request the natural gas utility to provide current customer information for all customers within the Township's boundaries. The provided information shall include the following:

- Customer name;
- Customer service address;
- Customer billing address;
- Natural gas utility customer account number;
- Natural gas utility rate code;
- Natural gas utility PIPP code;
- Customer usage data;
- Whether or not a customer has a present contract with a CRNGS Provider; and
- Whether or not a customer has a special service contract with the natural gas utility.



From this information, the Township, its Consultant, and the CRNGS Provider will develop the pool of customers eligible to participate in the Aggregation Program, for which the CRNGS Provider can offer savings.

G. Initial Consumer Notification and Enrollment

After contract approval by the Township and its Consultant, the CRNGS provider will work with the Township, its Consultant, and the natural gas utility to identify all eligible consumers within the Township's boundaries.

All eligible consumers will be notified in writing 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 of, or decline participation in, the Aggregation Program. Consumers will be given 21 days from the postmark date of the opt-out letter in which to notify the Township that they wish to opt out of, or decline participation in, the Aggregation in, the Aggregation Program without penalty fees. Consumers opting out of the program will remain on the applicable utility's Standard Choice Offer until such time as they select an approved CRNGS Provider.

Consumers may opt out of the Aggregation Program by returning a postage-paid post card or other form provided in the opt-out letter.

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 automatically by the CRNGS Provider at the earliest date practicable. No other affirmative steps will be required of consumers in order to be included in the Aggregation Program as Participants.

Consumers ineligible to participate in the Aggregation Program include those customer accounts that are located outside the Township's boundaries, customers who are already in contract with a CRNGS provider, nonresidential customers who qualify as "mercantile customers" under PUCO rules, Percentage of Income Payment Plan (PIPP) consumers or consumers taking service under a similar or successor program, and consumers whose accounts are not current with their present natural gas utility, as appropriate. The aggregation of PIPP customers is under the direction of the State of Ohio.

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



Provider will maintain a list of customers who have opted out under the Aggregation Program rules.

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

H. <u>Leaving the Aggregation Program</u>

In addition to the initial 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 or penalty as required by law and PUCO rules. 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 and may not be served under the same rates, terms, and conditions that apply to other customers served by the natural gas utility.

Any consumer who opts out of the Aggregation Program during the initial opt-out period or subsequent opt-out periods will be returned to their natural gas utility's Standard Choice Offer until such time as the consumer selects another approved CRNGS Provider.

I. <u>CRNGS Provider Responsibilities</u>

The CRNGS Provider will build and maintain a database of all Aggregation Program Participants. The database will include the name, address, utility service identification number, and other pertinent information as agreed upon by the Township, Consultant, and the CRNGS Provider. Such information may include the CRNGS Provider's account number (if different from utility 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 and/or its Consultant will have the right to access information in the database for purposes of auditing.

The CRNGS Provider will provide and maintain the required computer system to effectively process Aggregation Program enrollments, opt outs, billing, etc., with the applicable natural gas utility.

The CRNGS Provider will provide a local or toll-free telephone number for Participant questions or 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.



J. <u>New and Returning Participants</u>

Participants who leave the Aggregation Program and wish to return, consumers who affirmatively choose to participate in the Aggregation Program, and consumers who move into the Township after the initial opt-out period will be afforded the opportunity to enroll in the Aggregation Program on an opt-in basis. However, the Township cannot guarantee rates, terms, and conditions to consumers enrolling in the Aggregation Program after the initial 21-day opt-out period. Opt-in Participants enrolling in the Aggregation Program will execute an opt-in contract with the selected CRNGS Provider delineating the rates, terms, and conditions prior to being placed into the Aggregation Program. Consumers may contact the Township's Consultant or CRNGS Provider to obtain current enrollment information and the opt-in contract.

Participants who relocate within the Township limits and retain the same natural gas utility 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, provided the natural gas utility rate classification is the same at both locations, and subject to any switching fees imposed by the consumer's former natural gas utility. The CRNGS Provider will comply with all local, state and federal rules and regulations regarding discontinuing service to Aggregation Program Participants.

K. <u>Billing</u>

At this time, the Township plans to utilize the applicable natural gas utility's consolidated billing service in which each consumer account receives one bill itemizing the CRNGS Provider's natural gas supply charges and the natural gas utility's delivery 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 or dual billing, if and when they become available and if it appears advantageous to do so.

L. <u>Questions and Concerns</u>

The Aggregation Program only impacts natural gas supply. The applicable natural gas utility will continue to deliver the natural gas purchased through the Aggregation Program to Participants' homes and businesses through its transmission and distribution system.

Participants with questions or concerns regarding service delivery or safety, such as a service problem or the odor of gas, should continue to contact Columbia. Meter reading or other billing questions should also be directed to Columbia.



Questions regarding Aggregation Program enrollment and opting out should be directed to the CRNGS Provider. Any other general questions regarding the Aggregation Program should be directed to the Township's Consultant.

Question or Concern	Contact	Phone Number
Service interruption or	Columbia Gas of Ohio	1-800-344-4077
safety concern		
Connect/disconnect	Columbia Gas of Ohio	1-800-344-4077
service		
Meter reading/billing	Columbia Gas of Ohio	1-800-344-4077
Enrollment in or opting	CRNGS Provider	1-888-XXX-XXXX
out of Aggregation	Trebel LLC	1-877-861-2772
Program		
Aggregation Program	Trebel LLC	1-877-861-2772
Questions or Concerns		
Unresolved disputes	PUCO	1-800-686-7826 (voice)
		1-800-686-1570 (TDD)

M. <u>Reliability and Indemnification of Consumers</u>

Natural gas service reliability is 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 your natural gas utility's regulated transmission and distribution services, and through direct discussions with your natural gas utility concerning specific or general problems related to quality and reliability of its transmission and distribution system.

If for any reason a CRNGS Provider fails to provide uninterrupted service, the Township and its Consultant will attempt to acquire an alternative natural gas supply. If this attempt fails, Participants will default to the applicable natural gas utility's Standard Choice Offer. In no case will Participants be without natural gas as a result of the CRNGS Provider's failure to provide the supply of generation. The Township and its Consultant will seek to minimize this risk by contracting only with reputable CRNGS Providers that have demonstrated reliable service. The Township, through its Consultant, 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.



N. <u>Participant Rights</u>

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 consumers 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 rights 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 boundaries shall be eligible to participate in the Aggregation Program on a non-discriminatory basis, subject to the terms and conditions described herein, Ohio law, PUCO rules and regulations governing natural gas service, and the applicable natural gas utility's approved tariffs.

Service under the Aggregation Program shall be available to all eligible customer classes. CRNGS Provider contracts shall also contain non-discrimination provisions to ensure the 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 the applicable natural gas utility's Standard Choice Offer and participation in the Aggregation Program.

O. Participant Responsibilities

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.

P. <u>Termination of the Aggregation Program</u>

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 written notification of the termination at least 60 days prior to such program termination and will have the option to return to the applicable natural gas utility's Standard Choice Offer or select another approved CRNGS Provider.





March 20, 2023

«Customer_Name» «Mailing_Address» «Mailing_City», «Mailing_State» «Mailing_Zip»

DO NOT DISCARD: IMPORTANT NATURAL GAS AGGREGATION INFORMATION ENCLOSED

Dear Customer.

In November 2015, Hamilton Township voters authorized the creation of the natural gas aggregation program. The township trustees entered into an agreement with Archer Energy in March of 2023 to provide a fixed rate program for the residents of Hamilton Township. The fixed rate will be \$0.599 per Ccf from May 2023 through April 2025, protecting the residents from the unprecedented volatility in the energy markets. There is nothing that you need to do to take advantage of this program.

You're Automatically Enrolled

As a current participant in Hamilton Township aggregation, you are automatically enrolled unless you decide to opt-out. To learn more about the program please see the enclosed General Terms and Conditions and the Frequently Asked Questions.

How To Opt-Out

You don't need to do anything to get this new rate: however if you decide not to take part in the program please respond with one of the options below by April 10, 2023:

- 1. Mail: Return the form below to Archer at 9777 Fairway Dr Powell, OH 43065:
- 2. Call: Archer at 844-795-7491
- 3. Web: Visit www.archerenergy.com/hamiltontownship

We look forward to serving your natural gas needs.

Sincerely.

Hamilton Township & Archer Energy

Account Number:

HAMILTON TOWNSHIP NATURAL GAS AGGREGATION OPT-OUT FORM

I do not wish to participate in the Hamilton Township Natural Gas Aggregation Program and wish to be served under the Columbia Gas SCO

Customer Name:

Service Address: _____

Mail to:		
Hamilton Township Opt-out		
9777 Fairway Dr		
Powell, OH 43065		

Signature & Date: _____

Natural Gas Aggregation Opt-Out Frequently Asked Questions

Q: What is aggregation?

A: Under governmental aggregation, local officials bring the community together for group purchasing power. The community benefits by receiving competitively-priced natural gas from a retail natural gas supplier certified by the Public Utilities Commission of Ohio.

Q: How is my community able to choose a certified natural gas supplier on my behalf?

A: Residents voted to allow the community to negotiate a contract with a natural gas supplier on their behalf.

Q: How do I enroll?

A: Eligible residential or small business customers will be automatically enrolled.

Q: Who is eligible for the aggregation program?

A: Most residential and small business customers residing within the community receiving natural gas from the local utility are eligible (local utilities include: Dominion East Ohio Gas, Columbia Gas of Ohio, Vectren Energy Delivery of Ohio, and Duke Energy Ohio).

Q: Who is not eligible?

A: Residential and business customers who are not eligible for automatic enrollment in the program include:

- A customer that is not located within community boundaries.
- Percentage of Income Payment Program (PIPP) customers.
- A customer who is under contract with another natural gas provider.
- A customer who has a special contract with the natural gas utility company.
- Customers who are behind on their payments to the utility.
- A mercantile customer that has not provided consent to join the program. "Mercantile customer" means a commercial or industrial customer if the natural gas consumed is for non-residential use and the customer consumes more than 500 Mcf per year or is part of a national account involving multiple facilities in one or more states.

Q: What does it cost to enroll?

A: Nothing. Archer does not charge any enrollment or switching fees.

Q: When will I see my new rate?

A: You can expect to see the new rate one to two billing cycles following your enrollment in the program. Please note: supply rates do not include taxes, delivery service charges or other utility fees.

Q: Who will bill me for natural gas?

A: You will continue to receive one monthly bill from your local utility.

Q: Can I still have my payment automatically deducted from my checking account as I do now?

A: Yes, how you pay your natural gas bill will not change.

Q: Who is responsible for delivery of natural gas to my home or business?

A: Your local utility company will continue to deliver natural gas to your home or business.

Q: Who do I call if I have a problem with my natural gas service?

A: To report service problems, a gas leak and for billing questions, contact your local utility company.

Q: What if I have already selected another supplier?

A: Based on the records provided by the utility, we assumed you are not with another supplier. However, if you recently signed up with a new supplier, carefully review the terms and conditions of that agreement before proceeding as your ability to terminate early with that supplier may be restricted.

Q: Is there an early termination fee for leaving the program outside of the 21 day opt-out period?

A: No, there is no early termination fee.

Q: Who do I contact if I have additional questions about this offer?

A: If you have additional questions about the program, please contact Archer.

TERMS AND CONDITIONS

Generally the words "you" and "your" refer to the Customer and the words "we" and "us" refer to Archer, unless the context clearly requires otherwise.

1. Purchase and Sale of Natural Gas. If you do not 'opt-out' by April 10, 2023 pursuant to these General Terms and Conditions (the "Agreement"), you will purchase from us on an exclusive basis, and we will take all reasonable action to supply or cause to be supplied, all of your natural gas requirements at the price and for your accounts ("Account(s)"). Pursuant to the Agreement, you authorize us to (i) enroll your Account(s) with your Utility so that we can supply the Account(s), (ii) aggregate your Account(s) with those of other customers of Archer or its affiliates. (iii) request and receive usage and other information from your Utility with respect to the Account(s) and (iv) enter into agreements with your Utility as necessary under the Utility's tariff to facilitate supply of the Account(s). You agree to cooperate with Archer to ensure enrollment of your Account(s) in a timely manner. You give us the authority to choose the source of your natural gas supply. Your Utility will continue to deliver your natural gas and provide billing and other services to you. You acknowledge that such transportation service is subject to regulations set forth in your Utility's tariff. Supply of natural gas under this Agreement is conditioned upon (1) our verification of the accuracy of all information that you provide to us, including information regarding your natural gas usage and the Account(s) and (2) acceptance of enrollment of your Account(s) by the Utility.

2. Term. This term of the Agreement is effective when enrollment occurs with the Utility with Archer as your natural gas supplier, subject to your rescission right set forth under "Customer's Rescission Right" below. Subject to successful enrollment of your Account(s), we will supply the Account(s) withnatural gas from the first regularly scheduled Utility meter read date after your Utility switches you to Archer ("Start Date"), which we estimate will be inthe month of May 2023 May 2023 billing cycle). We will supply your Account(s) through the month of April 2025 (April 2025 billing cycle). If the Hamilton Township Natural Gas Pricing Program continues beyond April 2025 with Archeras thesupplier, Archer will send you anotice of renewal including, but not limited to, notice of the new Hamilton Township Natural Gas Pricing Program, notice of your right to opt-out of the Hamilton Township Natural Gas Pricing Program, notice of post-marked before the opt-out mailing shall include a provision for return of a post card or similar notice to Archer, to be returned no later than twenty-one (21) days from the post-marked date, and receipt of the opt-out mailing post-marked before the opt-out dealline has elapsed shall count as timely reply. You are entitled to opt-out of the Hamilton Township Natural Gas Pricing Program at least every two years from the Start Dateof the Hamilton Township Natural Gas Pricing Program at least every two years from the Start Dateof the Hamilton Township Natural Gas Pricing Program at least every two years from the Start Dateof the Hamilton Township Natural Gas Pricing Program at least every two years from the Start Dateof the Hamilton Township Natural Gas Pricing Program at least every two years from the Start Dateof the Hamilton Township Natural Gas Pricing Program at least every two years from the Start Dateof the Hamilton Township Natural Gas Pricing Program at least every two years from the Start Dateof the Hamilton Township Natural Gas Pricing Program at least every two years from t

3. Hamilton Township Natural Gas Pricing Program. This agreement will be in place from May 2023 through April 2025 (April 2025 billing cycle). During this period the rate you will pay is fixed at \$0.599 per Ccf. YOU HEREBY APPOINT THE HAMILTON TOWNSHIP AS YOUR AGENT FOR NATURAL GAS SUPPLY PRICING DECISIONS AND AGREE THAT HAMILTON TOWNSHIP HAS THE EXCLUSIVE RIGHT TO MAKE NATURAL GAS SUPPLY PRICING DECISIONS ON YOUR BEHALF WHILE THIS AGREEMENT REMAINS INEFFECT.

Note: The fixed or variable price includes (i) all related interstate pipeline charges required to deliver gas to the Delivery Point, plus (ii) administrative costs and fees. In addition to the fixed rate, you will also pay the Utility's service charges.

4. Termination. You may terminate this Agreement without penalty at any time for any reason by providing notice to Archer. Please note that once enrolled, it may take one to two billing cycles beyond the current billing cycle for the cancellation to be effective, as the effective date of all cancellations are subject to your Utility's guidelines. Should you fail to pay any Utility invoice or fail to meet any agreed-upon payment arrangement, your service and this Agreement may be automatically terminated in accordance with the Utility's tariffs. In addition, this Agreement will terminate if (i) the requested service location is not served by the Utility. (ii) you move outside the Utility's service area or to an area not served by Archer, (iii) we return you to the Utility's sales service pursuant to any termination of this agreement by us, or (iv) you cancel your enrollment with us pursuant to your rescission right provided below. You*may* terminate this Agreement without penalty if you're located outside the service territory of the Utility.

5. Customer's Rescission Right. Upon processing your enrollment, the Utility will send you a confirmation letter, which is notice of the transfer of your supply to Archer. You have a seven (7) business day period from the postmark date of the Utility's confirmation letter during which time you may cancel your enrollment, without penalty, by calling the Utility's toll-free number provided in the confirmation letter or by providing written notice to the Utility, which will be effective as of the postmark date.

6. Your Invoice. You will be invoiced by the Utility monthly for all charges applicable to your natural gas usage, including the rates set forth herein, applicable Taxes (which are passed through to you) and all applicable Utility customer charges and franchise fees. You authorize us to act as your payment agent if deemed necessary by us to facilitate consolidated billing. You have the right to request up to twenty-four (24) months of your payment history for services rendered by Archer without charge.

7. Switching. The Utility may charge a switching fee in accordance with its tariff when you change your natural gas supplier to Archer. If the Utility charges a switching fee when you change your natural gas supplier to Archer in accordance with this Agreement, Archer agrees to pay such switching fee. Archer will not separately charge a switching fee. If you voluntarily return to the Utility after switching to a competitive supplier, you may be charged a price other than the Utility's regulated sales service rate.

8. Customer Service. For questions or complaints about our services, contact us at our Customer Care department by calling toll-free (844) 795-7491, from 8:00 a.m. to 5:00p.m. weekdays, by e-mail at info@Archerenergy.com. online at www.archerenergy.com. or in writing at Archer Energy, LLC 9777 Fairway Dr, Powell OH 43065. If your complaint is not resolved after you have called Archer, or for general utility information, you may contact the Public Utilities Commission of Ohio ("PUCO") for assistance at (800) 686-7826 (toll free) or for TTY at (800) 686-1570 (toll free) from 8:00 a.m. to 5:00p.m. weekdays, or at www.puco.ohio.gov. Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at (877) 742-5622 (toll free) from 8:00 a.m. to 5:00p.m. weekdays, or at www.pickocc.org.

9. Definitions. "Delivery Point" means any existing and future points of interconnection between your Utility transmission and/or distribution system and those of a third-party pipeline supplying natural gas to the Utility. "Taxes" means all taxes, duties, fees, levies, premiums or any other charges of any kind, whether direct or indirect, relating to the sale, purchase or delivery of natural gas, together with all interest. penalties or other additional amounts imposed, including but not limited to gross receipts, sales, consumption, use, value added, per Mcf, commercial activity or other privilege tax, and any other tax (whether in effect as of the effective date of this agreement or thereafter) imposed by any governmental entity. "Utility- means your local natural gas distribution utility owning and/or controlling and maintaining the distribution system required for delivery of natural gas to the Account(s).

10. Notices. All notices will be in writing and delivered by hand, first class mail, or by express carrier to our respective business addresses. Either of us can change our address by notice to the other pursuant to this paragraph.

11. Changes in law, market structure, and/or your natural gas needs or classifications. If a change in or implementation of law, rule, regulation, ordinance, statute, judicial decision, administrative order, Utility tariffs, or the like causes our costs under this Agreement to increase, we will have the right to pass such increased costs on to you. The changes described in this Section may change any or all the charges described in this Agreement.

12. Events beyond either of our reasonable control. If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; labor disputes; declaration of emergency by a governmental entity or the Utility; curtailment, disruption or interruption of natural gas transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; and actions taken by third parties not under your, or our control, such as the Utility. However, such events shall not in any event excuse any failure to make payments due in a timely manner for natural gas supplied to you. The parties shall notify each other immediately of an operational flow or curtailment order from the applicable pipelines or Utility and shall take all required steps to comply with such orders.

13. Delivery Point and indemnification obligations. We will deliver natural gas to the Delivery Point. Title and risk of loss related to the natural gas transfer to you at the Delivery Point, and you are responsible for all transmission, distribution, and other costs (including Taxes and other fees) related to the final delivery to the facilities to which the Account(s) relate as well as your use of the natural gas. While we will arrange for the delivery of natural gas to you by your Utility, we will have no liability or responsibility for matters within the control of the Utility. which include maintenance of pipelines and systems, service interruptions, loss of service, quality or the natural gas, deterioration of services, or meter readings. EACH PARTY(THE 'INDEMNIFYING PARTY") WILL DEFEND, INDEMNIFY AND HOLD THE OTHER PARTY HARMLESS FROM ANY AND ALL CLAIMS(INCLUDING CLAIMS FOR PERSONAL INJURY, DEATH. OR PROPERTY DAMAGE), LOSSES. EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), DAMAGES, SUITS, CAUSES OF ACTION AND JUDGMENTS OF ANY KIND ARISING HERE UNDER WHILE TITLE AND RISK OF LOSS ARE VESTED IN THE INDEMNIFYING PARTY.

14. Limitation on liability. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES, OWNERS. OFFICERS OR DIRECTORS BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL

OR PUNITIVE DAMAGES, INCLUDING. WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS. Each party's total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Each party agrees to use commercially reasonable efforts to mitigate the damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON ARCHER'S PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANT ABILITY OR FITNESS FOR A GENERAL OR SPECIFIC PURPOSE OR USE.

15. Governing Law/Venue. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OHIO WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS. WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BYJURY OR TO INITIATE OR BECOME APARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BYTHISAGREEMENT.

16. Relationship of Parties. We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership, or other joint undertaking. You will not rely, and have not relied, on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter under this Agreement. Your decision to enter into this Agreement and any other decisions or actions you may take are and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us. There is no guarantee that the program you chose will guarantee any price advantage or savings.

17. Confidentiality. Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may disclose such information to our affiliates and such affiliates' employees, agents, advisors, and independent contractors. Other than for operation, maintenance, assignment, and transfer of your Account(s), pursuant to a court or PUCO order or pursuant to a PUCO rule, we will not release youraccount numberor, other than for credit checking and credit reporting, if applicable, your social security number, without your prior written consent.

18. Miscellaneous Provisions. If in any circumstance wedo notprovide notice of, or object to, any default on your part, such situation will not constitute a waiver of such default or any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carryout our mutual intent as expressed in this agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent and any such attempted transfer will be void. We may assign our rights and obligations under this Agreement to a qualified natural gas supplier and will provide you with prior written notice of any such assignment. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions, or understandings (whether oral or written) regarding the subject matter of this agreement will be contradicted by any prior or contemporaneous oral or written agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and dispute resolution. Archer shall have the right to set-off and net any amounts owed to Customer against any amounts owed to it by Customer under this Agreement or any other agreement. This Agreement. This Agreement the U.S. Commodity Exchange Act, as amended ("CEA"). Customer's purpose in entering into this Agreement is an ot speculation, but rather price volatility control and/or budget management for procurement of natural gas for oneor more of its facilities. Customer represents that it qualifies as an eligible contract participant as the same is defined under the CEA. The terms of any purchase order (PO) you send to us or any alterations, additions, or modifications,

Exhibit A-5 "Experience"

Applicant's Experience and Plan for Providing Aggregation Services:

Below is a detailed summary of services being provided:

Broker shall provide energy related Services, including but not limited to the following:

- Assist with the preparation and submission of Governmental Aggregation application for the Public Utilities of Oho ("PUCO");
- Assist with preparation of resolutions, public notices, Plan of Operations and Governance, and communications with residents;
 - Evaluate existing electric and or natural gas costs and rates and provide market expertise;
 - Where applicable prepare Request of Proposal (RFP);
 - Assist with usage data collection and verification;
 - Pre-screen all energy suppliers and act as point of contact;
 - Work directly with suppliers to meet all requirements related to local governments aggregation plan. This includes preparation of all notifications required to be sent to participants;
 - Act as an exclusive sourcing agent with the suppliers;
 - Assist with preparation of ongoing reporting requirements of the PUCO; and

Trebel, LLC is a national energy consulting company serving commercial, governmental, small business and residential clients primarily throughout the deregulated energy markets. Our primary mission is to help clients by lowering their energy supply cost, increase site efficiency and leverage state and federal incentive opportunities.

This foregoing document was electronically filed with the Public Utilities

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in

Case No(s). 16-0048-GA-GAG

Summary: In the Matter of the Application of Hamilton Township (Franklin County)