

FILE

NC

06-1499-GA-GAG

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**Buckeye Energy Brokers, Inc.**

8870 Darrow Road, #F106  
Twinsburg, Ohio 44087  
Buckeyeenergybrokers.com

Chief of Docketing  
Public Utilities Commission of Ohio  
180 East Broad St. 13<sup>th</sup> Floor  
Columbus, Ohio 43215-3793

PUCO

2006 DEC 22 PM 3:20

RECEIVED-DOCKETING DIV

**RE: Certification Application, Ohio Natural Gas Governmental Aggregator**

Austintown Township is pleased to submit the original and 10 copies of its application for natural gas governmental aggregator.

Should you have any questions or additional needs, please call me at (330) 730-4338.

Sincerely,

Thomas M. Bellish  
President

Enclosure

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.  
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PUCO USE ONLY – Version 9.05		
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06	1499 - GA-GAG	

## CERTIFICATION APPLICATION OHIO NATURAL GAS GOVERNMENTAL AGGREGATORS

Please type or print all required information. Identify all attachments with an exhibit label and title (*Example: Exhibit B-1 – Authorizing Ordinance*). All attachments should bear the legal name of the Applicant. Applicants should file completed applications and all related correspondence with the Public Utilities Commission of Ohio, Docketing Division, 13<sup>th</sup> Floor, 180 East Broad Street, Columbus, Ohio 43215-3793.

This PDF form is designed so that you may directly input information onto the form. You may also download the form by saving it to your local disk.

### SECTION A - APPLICANT INFORMATION

#### A-1 Applicant information:

Legal Name Austintown Township  
Address 82 Ohltown Road, Austintown Township, Ohio 44515  
Telephone No. 330-792-8584 Web site address www.austintown.org  
Current PUCO Certificate Number Effective Dates

#### A-2 Contact person for regulatory or emergency matters:

Name Michael Dockry Title Administrator  
Business Address Austintown Township, 82 Ohltown Road, Austintown Township, Ohio 44515  
Telephone No. 330-792-8584 Fax No. 330-793-9919 Email Address mdockry@austintown.org

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

Name Thomas M. Bellish Title President  
Business address Buckeye Energy Brokers, 8870 Darrow Road, #F106, Twinsburg, OH 44087  
Telephone No. (330) 730-4338 Fax No. (216) 927-4500 Email Address TMBellish@hotmail.com

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

Customer service address Buckeye Energy Brokers, 8870 Darrow Road, #F106, Twinsburg, OH 44087  
Toll-Free Telephone No. (866) 302-2237 Fax No. (216) 927-4500 Email Address TMBellish@hotmail.com

## SECTION B - APPLICANT AUTHORITY AND AGGREGATION PROGRAM INFORMATION

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED

- B-1 Exhibit B-1 "Authorizing Ordinance,"** provide a copy of the adopted ordinance or resolution that reflects voter authorization to form a governmental aggregation program pursuant to Sections 4929.26 and 4929.27 of the Ohio Revised Code.
- B-2 Exhibit B-2 "Operation and Governance Plan,"** provide a copy of the applicant's plan for operation and governance of its aggregation program adopted pursuant to Sections 4929.26(C) or 4929.27(B) of the Revised Code. The Operation and Governance Plan should include all information pursuant to Rule 4901:1-28-03 of the Ohio Administrative Code.
- B-3 Exhibit B-3 "Automatic Aggregation Disclosure Notification,"** if the aggregation program provides for automatic aggregation in accordance with Section 4929.26(A) of the Revised Code, provide a copy of the disclosure notification required by Section 4929.26(D) of the Revised Code,
- B-4 Exhibit B-4 "Opt-Out Notice,"** provide a draft copy of the applicant's opt out notice that comports with the Opt-Out disclosure requirements pursuant to Rule 4901:1-28-04 of the Ohio Administrative Code. *(Ten days prior to public dissemination, the applicant shall docket with the Commission, the finalized Opt-Out notice that provides or offers natural gas aggregation service.)*
- B-5 Exhibit B-5 "Experience,"** provide a detailed description of the applicant's experience and plan for: providing aggregation services *(including contracting with consultants, broker/aggregators, retail natural gas suppliers)*; providing billing statements; responding to customer inquiries and complaints; and complying with all applicable provisions of Commission rules adopted pursuant to Section 4929.22 of the Ohio Revised Code and contained in Chapter 4901:1-29 of the Ohio Administrative Code.

Applicant Signature and Title

*Mele [Signature] Township Administrator*

Sworn and subscribed before me this *11th* day of *December* Month *2006* Year

*Atty. Warren B. Pritchard*

Signature of official administering oath

Print Name and Title

My commission expires on



WARREN BO PRITCHARD, Attorney at Law  
Notary Public, State of Ohio  
My commission has no expiration date  
Section 147.03 R.C.



# The Public Utilities Commission of Ohio

Ohio Natural Gas Governmental Aggregation  
Affidavit Form  
(Version 9.05)

In the Matter of the Application of )

Austintown Township )

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

Case No. 06-1499 -GA-GAG

County of Mahoning  
State of Ohio

Michael Dockry, Administrator

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

- (1) The information provided within the certification or certification renewal application and supporting information is complete, true, and accurate to the best knowledge of affiant.
- (2) The applicant will timely file an annual report of its intrastate gross receipts and sales of hundred cubic feet of natural gas pursuant to Sections 4905.10(A), 4911.18(A), and 4929.23(B), Ohio Revised Code.
- (3) The applicant will timely pay any assessment made pursuant to Section 4905.10 or Section 4911.18(A), Ohio Revised Code.
- (4) Applicant will comply with all applicable rules and orders adopted by the Public Utilities Commission of Ohio pursuant to Title 49, Ohio Revised Code.
- (5) Applicant will cooperate with the Public Utilities Commission of Ohio and its staff in the investigation of any consumer complaint regarding any service offered or provided by the applicant.
- (6) Applicant will comply with Section 4929.21, Ohio Revised Code, regarding consent to the jurisdiction of the Ohio courts and the service of process.
- (7) Applicant will inform the Public Utilities Commission of Ohio of any material change to the information supplied in the certification or certification renewal application within 30 days of such material change, including any change in contact person for regulatory or emergency purposes or contact person for Staff use in investigating customer complaints.
- (8) Affiant further sayeth naught.

Affiant Signature & Title

*Michael Dockry*

Sworn and subscribed before me this 11th day of December Month 2006 Year

*Atty. Warren B. Pritchard*

Signature of Official Administering Oath

Print Name and Title

My commission expires on



WARREN BO PRITCHARD, Attorney at Law  
Notary Public, State of Ohio  
My commission has no expiration date  
Section 147.03 R.C.

(Ohio Natural Gas Governmental Aggregator) Page 3 of 3

**Exhibit B-1 "Authorizing Ordinance"**

## TRUSTEES

DAVID C. DITZLER  
6696 New Road  
Austintown, Ohio 44515

LISA L. OLES  
6582 Harvest Ridge Drive  
Austintown, Ohio 44515

WARREN "BO" PRITCHARD  
2104 S. Meridian Road  
Austintown, Ohio 44511

AUSTINTOWN TOWNSHIP  
MAHONING COUNTY, OHIO  
★

FISCAL OFFICER  
MICHAEL J. KURISH  
1818 Lancaster Drive  
Austintown, Ohio 44511

ADMINISTRATOR  
ATTY. MICHAEL B. DOCKRY

***A RESOLUTION ADOPTING THE AUSTINTOWN TOWNSHIP  
NATURAL GAS AGGREGATION PROGRAM PLAN OF OPERATION  
AND GOVERNANCE PURSUANT TO SECTION 4929.26, OHIO  
REVISED CODE, AND DECLARING AN EMERGENCY***

WHEREAS, pursuant to Ohio Revised Code (ORC) Section 4929.26, municipalities may aggregate customers within their jurisdiction in order to secure lower cost natural gas services within the municipality through the collective purchasing of natural gas services; and

WHEREAS, this Council seeks to establish a governmental aggregation program with opt-out provisions, according to law, for the residents, businesses and other natural gas consumers in the Township who receive commodity sales service and distribution service from Dominion East Ohio; and

WHEREAS, the ballot question, authorized by Resolution #06-08-14-05, has received at least a majority of the vote cast at the November 2006 election; and

WHEREAS, this Council seeks to adopt a Natural Gas Aggregation Program Plan of Operations and Governance, attached hereto and incorporated herein as if fully reappearing pursuant to Section 4929.26, Ohio Revised Code, for the residents, businesses and other natural gas consumers in the Township, as permitted by law:

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees, Township of Austintown, State of Ohio; two thirds (2/3) all members elected thereto concurring:

Section 1. This Board finds and determines that it is in the best interest of Austintown Township, its residents, businesses and other natural gas located within the boundaries of Austintown Township and who receive commodity sales service and distribution service from Dominion East Ohio Gas to establish an opt-out Aggregation Program in accordance with law in the State of Ohio. Austintown Township is hereby authorized to aggregate in accordance with Section 4929.26, Ohio Revised Code or as otherwise provided by law, the retail natural gas usage located within the Township.

Section 2. That the Administrator is hereby authorized to enter into an agreement with the selected natural gas supplier through a request for proposal process.

Section 3. This Board finds and determines that it is in the best interest of the Township, its residents, businesses and other natural gas consumers located within the boundaries of the Township to adopt a Natural Gas Aggregation Program Plan of Operations and Governance attached hereto and incorporated herein as if fully reappearing, pursuant to Section 4929.26, Ohio Revised Code.

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

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WHEREFORE, this Resolution shall be in full force and effect from and after its passage and approval by the Administrator.

ADOPTED this 11<sup>th</sup> day of December, 2006.

AUSTINTOWN TOWNSHIP TRUSTEES

  
Lisa L. Oles, Chairperson

  
Warren Bo Pritchard, Vice Chairman

  
David C. Ditzler, Trustee

  
Michael J. Kurish, Fiscal Officer

# **NATURAL GAS AGGREGATION PROGRAM**

## **PLAN OF OPERATION AND GOVERNANCE**

### **AUSTINTOWN TOWNSHIP, OHIO**



**Buckeye Energy Brokers, Inc.**

**For additional information contact Buckeye Energy Brokers, Inc.:**

**Thomas M. Bellish  
President  
Ph: (330) 730-4338**



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## **(A) Introduction**

This aggregation plan has been developed in compliance with Ohio Revised Code, Section 4929.26 regarding governmental automatic aggregation of Natural Gas service. The Township of Austintown ("Township") Aggregation Program ("Program") seeks to aggregate the retail Natural Gas loads of consumers located in the Township to negotiate the best rates for the supply of Natural Gas. It has the potential to combine approximately 14,600 residential and commercial customers into a buying pool that will be attractive to third party suppliers ("Suppliers"). Participation in the Program is voluntary. Any individual customer ("Member") has the opportunity to decline to be a Member of the aggregation program and to return to Dominion East Ohio Gas ("Local Utility") standard offer of service or to enter into a service contract with any competitive retail Natural Gas supplier.

The Township has passed the necessary resolution to place the issue of governmental aggregation of natural gas on the November 7, 2006 ballot. The issue passed and the Township will follow the Plan of Operation and Governance ("Plan") outlined below. This Plan will not be adopted until two public hearings are held in accordance with section 4929.26 (C) of the Ohio Revised Code.

## **(B) Operation and Governance Plan Detail**

### **(1) Description of Services and Professional Assistance**

The process of governmental aggregation is set forth in Ohio Revised Code Chapter 4929. The chapter defines two different types of aggregation that may be enacted by a governmental entity opt-in aggregation and opt-out aggregation. Opt-in aggregation can occur only with the prior consent of each Natural Gas consumer. That is, the consumer must give its consent to be included in the Program. Under the opt-out aggregation provisions, all Natural Gas consumers within the Township will be automatically included in the Program. However, such customers will be given prior notice entitling them to affirmatively elect not to be part of the Program. These customers can opt-out during a 21-day period. A similar opt-out period will be offered at least every two years during which Members can leave the Township's aggregation pool without paying a switching fee.

Due to the complexity of deregulation of the Natural Gas utility industry, the Township will consult with and obtain the necessary expertise to represent and help administer the Program. The Township has passed a resolution to contract with Buckeye Energy Brokers, Inc., a PUCO certified electric broker and aggregator with mailing address of 8870 Darrow Road #F106 Twinsburg, Ohio 44087 to provide the following energy-consulting services:

- Handle day-to-day administration of program (problem resolution, press releases, PUCO compliance, supplier & local utility liaison, tariff analysis, contract review, etc.)
- File for PUCO Certification so the Township can work with any supplier
- Administer the Request for Proposal process, analyze responses and provide deal structuring services

- Write and maintain the Plan of Operation and Governance
- Hold the required Public Hearings and attend Trustee meetings
- Review customer data from Local Utility
- Write reports on a quarterly/annual basis to the Township and the PUCO

The Township through its consultant, Buckeye Energy Brokers (Buckeye), will seek bids and negotiate with Certified Natural Gas Suppliers. The Township will not assume title to Natural Gas. It will not buy and resell natural gas to the participants of the program. Instead, the Township will competitively bid and negotiate a contract with a competitive retail Natural Gas supplier to provide natural gas supply to the members of the aggregation program. Similarly, the Township will not handle billing or scheduling of natural gas. Those responsibilities rest with the selected Supplier and Local Utility.

Only Suppliers meeting strict criteria will be considered. Suppliers will need to be certified by the Public Utilities Commission of Ohio and registered with the Local Utility to do business in their service territory. Both the certification and registration ensure that Suppliers are managerially, technically, and financially competent to perform the services they offer.

The successful bidder shall also demonstrate its creditworthiness by possessing an investment grade long-term bond ratings from at least two of the following rating agencies:

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

If the bidder is unable to demonstrate its creditworthiness, the bidder will provide: a Letter of Credit; or a Parental Guaranty from a company that is deemed creditworthy or a Surety Bond. Details of the credit type and amount will be subject to negotiation.

The Township will rely on its consultant Buckeye Energy Brokers, Inc. to monitor and report on a quarterly basis. Buckeye Energy will track the performance of the selected Supplier, report on estimated savings and provide an analysis of current and future market conditions. Reports will be provided to the Administrator and Trustees. Members wishing to view the reports should make arrangements to do so by contacting the Township during normal working hours.

## **(2) Determination of Rates**

The Township shall receive proposals from Natural Gas suppliers using a competitive selection process. The Request For Proposal ("RFP") shall require the suppliers to offer a natural gas rate for each customer class, load grouping or other appropriate category. It is the responsibility of each Member to compare the rate with others and decide accordingly. The prices to be charged to Members in the Program will be set by the Township after negotiations with the selected Supplier. Members will be notified of the rates and terms of the Program as part of the opt-out process, through a direct mailing sent to each resident and business within the Township limits. The following rate comparison will be completed once the Township has selected a supplier.

<b>Customer Class</b>	<b>Rate Class</b>	<b>Supplier Offer (\$/Mcf)</b>	<b>Term</b>
Resid./Commercial	"Energy Choice"		
Resid./Commercial	"Energy Choice"		

Members will be responsible for all other billable charges, such as, taxes, transportation charges, monthly service charge, etc. The contract negotiated with the selected supplier will fall somewhere in the range of 1-4 years commencing on the first possible meter read date.

### **(3) Plan for Providing Opt-out Notice**

The Opt-out notice will be drafted in conjunction with the Township, the selected Supplier and Buckeye. Buckeye will also verify the accuracy of the list by using several means, such as, maps, 9-1-1 records, Township records, electric service lists, etc. Members will have a 21-day period to opt-out by returning a post card to the selected supplier or calling their toll-free number.

### **(4) Process for Determining the Pool of Customers**

The Township will provide a letter to the supplier authorizing the supplier to obtain the list of Eligible Customers from the Local Utility and will be relying on the Local Utility to provide an accurate list of eligible customers. Buckeye and the selected supplier will use that list and remove customer records that have returned opt-out forms or are PIPP customers or are non-"Energy Choice" customers. This data would be the final basis for the Township's pool of customers and would be turned over to the selected supplier to facilitate switching.

The Local Utility shall notify each affected Member of the pending transfer through a 7-day right of rescission letter. Service under the new Supplier shall begin at the start of the billing period following the transfer. Service under the Program shall include all customer classes in adherence with universal service principles and requirements, and the traditional non-discriminatory practices of local government. Contracts with all Suppliers shall contain provisions to maintain these principles and equitable treatment of all customer classes. Existing customers in the Township currently receiving natural gas through an alternate supplier will become eligible upon contract expiration only.

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

- Are up to date with their bill payment;
- Have not opted-out of the program;
- Are currently with the Local Utility;
- Are classified as non-mercantile;
- Have not exercised their right of rescission;
- Are not on the Percentage of Income Payment Plan (PIPP); and
- New Members may opt-in to the Program upon contract expiration with an

alternate supplier. These Members will need to contact the Program Supplier for enrollment information. The Program Supplier has a right of refusal in accordance with Section 8 of this plan.

#### **(5) Customer Billing Procedures**

The Township will utilize the coordinated billing services of the Local Utility and the selected Supplier. It is anticipated that all Members will receive a single bill from the Local Utility. Members will maintain or choose options that include: budget billing, automatic payments and Internet payment.

#### **(6) Credit and Deposit Policies**

Collection and credit 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.

#### **(7) Governmental Aggregator's Customer Service Procedures & Dispute Resolution**

Members will have multiple means of addressing complaints. As a general rule, concerns regarding service reliability and billing should be directed to the Local Utility. They continue to read meters handle billing and generally have the most information about a customer's account. Questions regarding the Program administration should go to Buckeye, and any unresolved disputes should be directed to the Public Utilities Commission of Ohio. Listed below is a table of toll-free numbers for members to call for assistance.

<b>Nature of Complaint</b>	<b>Contact</b>	<b>Phone Number</b>
Service interruptions or emergencies	Dominion East Ohio	1-800-362-7557
Service turn on/off	Dominion East Ohio	1-800-362-7557
Billing disputes	Dominion East Ohio	1-800-362-7557
Joining/Leaving Program	(Supplier)	
Aggregation Program Questions	Buckeye Energy Brokers	1-866-302-2237
Unresolved Disputes	Public Utilities Commission	1-800-686-7826
Unresolved Disputes	Public Utilities Comm. TDD/TTY	1-800-686-1570

If a dispute cannot be resolved, legal action involving any and all disputes arising under or relating to this Program may be brought in a court of the State of Ohio or a Federal District Court. This program shall be interpreted according to the laws of the State of Ohio.

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

Residents and/or businesses that move into the Township will not be automatically included in the program. If this policy changes, residents and/or businesses will be provided an opportunity to opt-out. They may also contact the Township or its Supplier at any time to obtain enrollment information. There is however, no guarantee that customers opting-in at a later date will receive the same price, terms and conditions as did the initial participants. Suppliers are unable to hold price offerings for an unlimited amount of time.

Members moving within the aggregation area with new account numbers may cancel the agreement. If the member does not cancel the agreement, the supplier, is required to automatically continue the offer under a new account number. In addition, Members should request that their local utility transfer their same supplier and offer to their new address.

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

Members moving within the aggregation area with the same account number may cancel the agreement without penalty, pursuant to the procedures set forth in rule 4901:1-28-04 of the Administrative Code. If the member does not cancel the agreement, the supplier shall automatically continue the offer under the same account number.

#### **(10) Joining the Program at a Later Date (Opting-in)**

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

### **(C) Availability of Plan of Operation and Governance**

This Plan shall be kept available for public inspection and shall, upon request, be copied for any existing or potential customers of the aggregation.

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

A governmental aggregator shall not alter its operation and governance plan in any way that would materially affect the customers of the aggregation without first providing notice to all affected customers and providing these customers the opportunity to opt-out of the aggregation according to the procedures established for the initial opt-out disclosure notice set forth in rule 4901:1-28-04 of the Administrative Code. The notice shall set forth the changes to the plan, inform the customer of its right to opt-out of the aggregation without penalty, and identify the method and time frame for the customer to opt-out.

## **(E) Certification Prior To Sending Opt-out Notices**

No governmental aggregator shall send an opt-out disclosure notice to potential customers of an aggregation prior to the governmental aggregator being certified by the commission.

## **(F) Opt-out Disclosure Policies**

- (1) Prior to including a customer's natural gas account or accounts in an aggregation, the Township shall provide each eligible customer written notice that the customer's account(s) will be automatically included in the aggregation unless the customer affirmatively opts out of the aggregation. The notice shall, at a minimum, include:

- (A) A summary of the actions that the Township took to authorize the aggregation.

- (B) A description of the services that the Township will be provide under the aggregation.

- (C) Disclosure of the price that the Supplier will charge customers for competitive retail natural gas service. The price shall be expressed in dollars and/or cents per hundred cubic feet of gas ("Ccf") or thousand cubic feet of gas ("Mcf"), depending on the unit that is used by the natural gas company that serves the customer. If a variable rate is offered, it shall be accompanied by an understandable description of the factors that will cause the price to vary (including any associated indices) and disclosure of how frequently the rate will change. If different rates will be charged to different rate classes within the aggregation, the Township shall disclose the applicable rate(s) to customers within the various rate classes.

- (D) An itemized list and explanation of all fees and charges that are not incorporated into the rates charged for natural gas that the Township or Supplier will charge the customer for participating in the aggregation, including any applicable switching fees or early termination penalties. These switching fees and/or early termination penalties shall not apply to a customer that moves out of the governmental aggregator's territory.

- (E) Disclosure of the dates covered by the aggregation, including an estimated service commencement date and notice that the customer may opt-out of the aggregation at least every two years without penalty.

- (F) Disclosure of any credit and/or deposit policies and requirements.
- (G) Disclosure of any limitations or conditions on customer acceptance into the aggregation.
- (H) A description of the process and associated time period for customers to opt-out of the aggregation. The process shall include provisions for customers to return a post card or similar notice to the governmental aggregator or its agent. The process may include, in addition, other opt-out methods, such as telephonic or Internet notice, provided that these methods provide for verification of a customer's election to opt-out of the aggregation. The time period for a customer to choose to opt-out of the aggregation shall extend at least twenty-one days from the date of the post mark on the written notice. A customer's return post card or notice that is post marked before the opt-out deadline has elapsed shall be deemed to have opted out.
- (I) A local or toll-free telephone number that customers can call with questions regarding the formation or operation of the aggregation, including associated calling hours.
- (2) At least every two years from the establishment of its initial aggregation pool, a governmental aggregator shall provide notice to all customers served by the aggregation of their right to opt-out of the aggregation without penalty. This notice shall 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.
- (3) No governmental aggregator or retail natural gas supplier serving a governmental aggregation shall impose any terms, conditions, fees, or charges on any customer served by a governmental aggregation unless the particular term, condition, fee, or charge was clearly disclosed to the customer at the time the customer chose not to opt-out of the aggregation.
- (4) To assist its preparation and dissemination of required opt-out notices, the Township will provide a letter to the supplier authorizing the supplier to obtain the list of Eligible Customers from the Local Utility and will be relying on the Local Utility to provide an accurate list of eligible customers consistent with division (A) of rule 4901:1-28-05 of the Administrative Code. The governmental aggregator shall not, without the customer's express written consent, disclose or use for any purpose other than formation and operation of its aggregation a customer's account number or social security number or any customer information regarding customers who had opted-off of a natural gas company's pre-enrollment list. Before a governmental aggregator releases any customer account number, social security number, or any information related to a customer who has opted off of a natural gas company's pre-enrollment list, the governmental aggregator shall obtain the customer's signature on a release. The release shall be on a separate piece of paper. The release shall be clearly identified on its face as a release of personal information and all text on the release shall be in at least 16-point type. The following statements shall appear prominently on the release, just prior to the signature, in type larger and darker than the type in the surrounding sentences: **I realize that, under the rules and regulations of the Public Utilities Commission of Ohio, I may refuse to allow (name of aggregator) to release the information set forth above. By my signature, I freely give (name of aggregator) permission to release the information designated above. The information that the governmental aggregator seeks to release shall be specified on the form. Forms requiring a**



customer to circle or to check off preprinted types of information to be released may not be used.

- (5) The Township 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, the governmental aggregator upon notification of such a switch shall promptly contact the natural gas company to have the customer switched back to the customer's former supplier. The governmental aggregator shall reimburse the customer for any switching fees that were paid by the customer as a result of the switch. In addition, if the customer's former rate was less than the rate charged by the governmental aggregator, then the governmental aggregator shall reimburse the customer the difference between the customer's former rate and the governmental aggregator's rate multiplied by the customer's usage during the time that the customer was served by the governmental aggregator.

#### **(G) Cooperation Between Natural Gas Companies and Governmental Aggregators**

- (1) Pursuant to O.A.C. section 4901:1-28-05, it is expected natural gas company shall cooperate with governmental aggregators to facilitate the proper formation and functioning of governmental aggregations. To assist a certified governmental aggregator's compliance with the opt-out disclosure notice requirements established in division (D) of section 4929.26 of the Revised Code, upon request, the natural gas company shall provide, on a best efforts basis, an updated list of names, account numbers, service and mailing address, rate schedules (class and subclass), applicable riders, load profile reference category, meter type, interval meter data indicator, budget bill indicator, meter read date or schedule, and historical consumption data for each of the most recent twelve months for all customers residing within the governmental aggregator's boundaries. Except for inclusion of information for customers who have opted-off and account numbers, the customer information contained in such list shall be consistent with any pre-enrollment list that is provided to retail natural gas suppliers.
- (2) Charges and/or fees for services and information provided to governmental aggregators by natural gas companies shall be published in an approved tariff filed with the commission.
- (3) Unless the customer notifies the natural gas company of the customer's intent to not join a governmental aggregation by returning a confirmation notice or providing some other notice as provided by the natural gas company's tariffs, a natural gas company shall switch customer accounts to or from a governmental aggregation under the same processes and time frames provided in published tariffs for switching other customer accounts.

**Exhibit B-3 "Automatic Aggregation Disclosure"**

The Opt-out notice will be drafted in conjunction with the Township, the selected Supplier and Buckeye. Buckeye will also verify the accuracy of the list by using several means, such as, maps, 9-1-1 records, Township records, electric service lists, etc. Members will have a 21-day period to opt-out by returning a post card to the selected supplier or calling their toll-free number.

The Township will provide a letter to the supplier authorizing the supplier to obtain the list of Eligible Customers from the Local Utility and will be relying on the Local Utility to provide an accurate list of eligible customers. Buckeye and the selected supplier will use that list and remove customer records that have returned opt-out forms or are PIPP customers or are non-"Energy Choice" customers. This data would be the final basis for the Township's pool of customers and would be turned over to the selected supplier to facilitate switching.

The Local Utility shall notify each affected Member of the pending transfer through a 7-day right of rescission letter. Service under the new Supplier shall begin at the start of the billing period following the transfer. Service under the Program shall include all customer classes in adherence with universal service principles and requirements, and the traditional non-discriminatory practices of local government. Contracts with all Suppliers shall contain provisions to maintain these principles and equitable treatment of all customer classes. Existing customers in the Township currently receiving natural gas through an alternate supplier will become eligible upon contract expiration only.

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

- Are up to date with their bill payment;
- Have not opted-out of the program;
- Are currently with the Local Utility;
- Are classified as non-mercantile;
- Have not exercised their right of rescission;
- Are not on the Percentage of Income Payment Plan (PIPP); and
- New Members may opt-in to the Program upon contract expiration with an alternate supplier. These Members will need to contact the Program Supplier for enrollment information. The Program Supplier has a right of refusal in accordance with Section 8 of this plan.

## Exhibit B-4 "Opt Out Notice"

City \_\_\_\_\_  
Logo **FROM THE CITY OF** \_\_\_\_\_  
#BWNGQBJ  
Here «FIRSTNAME» «LASTNAME» \_\_\_\_\_ Energy Services  
«MAILINGADDRESS» \_\_\_\_\_ Mailing Address  
«MAILINGCITY» «MAILINGSTATE» «MAILINGZIP» City, State XXXXX-XXXX

Dear «FirstName» «LastName»

As you are aware, you have the right to choose your natural gas provider. Consumers also have the right to band together to negotiate better terms than may be available to them as individuals. The City of \_\_\_\_\_ has created just such a purchasing group for homes and businesses located in the city limits. The best news is that **you do not have to do anything** to benefit from our purchasing group. If you do not want to participate in our purchasing group -- i.e., if you want to 'opt-out', you must fill out the attached Opt-Out Election Form and mail it to \_\_\_\_\_ Energy within 21 days of the postmark of this letter. If you do not do this, you will be automatically enrolled in our aggregation group.

### **How did we do this?**

On \_\_\_\_\_, 200\_, we adopted an ordinance approving the creation of a program that automatically aggregates natural gas consumers within our city limits in order to maximize the buying power of our citizens ("Program"). In \_\_\_\_\_, the city voters authorized us to create this purchasing group. Since that time, we have: (a) become certified by the Public Utilities Commission of Ohio ("Commission") as a Government Aggregator; (b) approved a Plan of Operation and Governance ("Governance Plan"); and (c) chosen \_\_\_\_\_ Energy Services, Co., L.L.C. ("\_\_\_\_\_ Energy") to be the Program's natural gas supplier. Our Governance Plan is on file with the Commission and is available in the City's office for your review.

### **What will \_\_\_\_\_ Energy Do?**

\_\_\_\_\_ Energy will supply natural gas to you as a member of the Program. DEO will continue to maintain the distribution system and provide for the reliable delivery of natural gas to your home or business. DEO will also read the meter and provide a single bill containing both its charges and \_\_\_\_\_ Energy's charges. It will be your responsibility to pay the total amount due. If you fail to pay any portion of the bill, you may be removed from the program.

### **How much will \_\_\_\_\_ Energy charge? What are the terms of service?**

\_\_\_\_\_ Energy's service to you will be governed by the attached Terms and Conditions<sup>1</sup> ("T&C") and by our Governance Plan. We have selected a \_\_\_\_\_ Energy pricing plan that we think will provide you the piece of mind you want when purchasing natural gas. You will have a stable commodity price during the winter months to ensure you do not experience any price spikes when you are using most of your natural gas and a variable price in the summer months when demand for natural gas is low. The stable winter commodity price will apply to the \_\_\_\_\_ through \_\_\_\_\_ bill cycles and the variable summer commodity price will apply to the \_\_\_\_\_ through \_\_\_\_\_ bill cycles. The stable commodity prices that \_\_\_\_\_ Energy will charge you through your \_\_\_\_\_ bill cycle are shown in the attached T&C. After

<sup>1</sup> This letter is intended to provide you with a brief summary of your terms of service. If there is any conflict, the language of the T&C shall take priority over any language contained in this letter.

that, your summer variable price will be determined as described in the attached T&C and we will work with \_\_\_\_\_ Energy to determine the stable commodity price for the \_\_\_\_\_ to \_\_\_\_\_ period. Please see the attached T&C for specific details regarding these prices, other charges and important limitations.

**When will my service start?**

Your account will be enrolled by \_\_\_\_\_ Energy commencing with your \_\_\_\_\_ bill cycle. If this changes you will be notified of what your options are. Under our agreement, \_\_\_\_\_ Energy will continue to provide your natural gas through your \_\_\_\_\_ bill cycle. At that time, you may leave the Program without penalty. However, if you leave the Program before then you may be charged a \$XX administrative fee. We will work to extend our agreement with \_\_\_\_\_ Energy through your \_\_\_\_\_ bill cycle. We will notify you if we extend this Program with \_\_\_\_\_ Energy. If we do, you will be given an opportunity to opt-out of any extensions.

**How do I join the program?**

If you want to participate in the program, **you do not need to do anything.** You will be automatically enrolled. However, if you would rather not participate at this time you must return the attached Opt-Out Election form indicating you do not want to join our purchasing group. To not be enrolled in the Program, your Opt-Out Election form must be postmarked no more than 21 calendar days from the postmark date of this letter. The Opt-Out Election form must be completely filled in and signed by the customer in whose name the DEO natural gas account is maintained. If your Opt-Out Election form is incomplete, unsigned or not post-marked on or before the required date, you will be enrolled in the Program. Consumers who elect to opt-out of the Program will continue to receive natural gas from DEO at the established tariff rates until such time as they elect an alternative supplier.

Not everyone is eligible to participate in our program. This program is only for consumers currently purchasing natural gas from DEO within the municipal boundary of the City of \_\_\_\_\_ and are otherwise legally eligible to participate. Among other things, if you are participating in a Percentage of Income Payment Plan program, you are not eligible. If you have a mercantile account with DEO, that account is not eligible. These and other customer eligibility limitations are set out in Ohio Administrative Code §4901:1-28-01(C). Importantly, if your home or business is outside the municipal boundary or is ineligible to participate, this Program is not available to you.

Additional details of the Program may be obtained from \_\_\_\_\_ Energy by writing [customercare@\\_\\_\\_\\_\\_us.com](mailto:customercare@_____.us.com), by visiting [www.\\_\\_\\_\\_\\_.energy.com](http://www._____.energy.com) or by calling (800) XXX-XXXX. You may call \_\_\_\_\_ Energy's Customer Care Center from X:00 a.m. to X:00 p.m. Eastern Time on weekdays and from X:00 a.m. to X:00 p.m. Eastern Time on Saturdays.

Respectfully,

City Of \_\_\_\_\_

# City of \_\_\_\_\_ Natural Gas Aggregation Program Opt-Out Election Form

☐ I elect to not participate in the City of \_\_\_\_\_ Natural Gas Aggregation Program and understand that I will not be served by \_\_\_\_\_ Energy.  
(please check box to make election)

DEO Account Holders Signature: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

**Important Notice:** By returning this signed Opt-Out Election form, I affirmatively elect to not participate in the City of \_\_\_\_\_ Natural Gas Aggregation Program. By electing not to participate, I understand that I will forego the benefits of the program that include receiving natural gas from \_\_\_\_\_ Energy. I understand that if I choose to opt-out of the City of \_\_\_\_\_ Natural Gas Aggregation Program, I must fully complete this Opt-Out Election form and mail it to \_\_\_\_\_ Energy within 21 days of the post-mark of the letter accompanying this form. My Opt-Out Election form must be post marked by this date for my opt-out election to be effective. If my Opt-Out Election form is not post marked by this date or is incomplete, I understand that the natural gas service to the service address shown below will be automatically enrolled in the City of \_\_\_\_\_ Natural Gas Aggregation Program.

I assume all responsibility to send the Opt-Out Election form to: \_\_\_\_\_ Energy Services, Address, City, State XXXXX-XXXX, attn: City of \_\_\_\_\_ Natural Gas Aggregation Program.

**Please note:** For your election to be effective, the information provided below must match the information contained in your natural gas utility bill for the account tied to the natural gas service that you receive in the City of \_\_\_\_\_.

NAME on Natural Gas Utility Account:

«FirstName» «LastName»

SERVICE ADDRESS on Natural Gas Utility Account (Street address, City, State & Zip code):

«PremiseAddress», «PremiseCity», «PremiseState», «PremiseZip»

MAILING ADDRESS (if different from Service Address) (Street address, City, State & Zip code):

«MailingAddress», «MailingCity», «MailingState», «MailingZip»

Please fill in the phone number below in the event we need to contact you regarding information on this form. (NOTE: Your telephone number will not be shared with others or be used for direct solicitation.)

Account Holder's telephone  
number (OPTIONAL):

(    ) -    -

**If you wish to Opt-Out of the City Natural Gas Aggregation Program,  
Please complete this Opt-Out Election form and mail to:**

ATTN: City of \_\_\_\_\_ Natural Gas Aggregation Program  
\_\_\_\_\_ Energy Services  
Mailing Address  
City, State XXXXX-XXXX

**CITY OF \_\_\_\_\_**  
**GOVERNMENTAL AGGREGATION PROGRAM**  
**TERMS AND CONDITIONS - DEO SERVICE AREA**  
**("T&C")**

1. Terms and Conditions. The City of \_\_\_\_\_ provide the following Terms and Conditions ("T&C") to customers served by Dominion East Ohio ("DEO") that are eligible to be served by the City's opt-out governmental aggregation program ("Opt-Out Program"). This T&C along with the City's Plan of Operation and Governance set out your rights and obligations under the Opt-Out Program. We ask that you please take a moment to familiarize yourself with this document. We entered an agreement ("Agreement") with \_\_\_\_\_ Energy Services Company, L.L.C. ("\_\_\_\_\_ Energy") regarding the sale of natural gas to members of our Opt-Out Program. The Agreement is available for your review at our offices.

The terms "we," "us," "our" and any derivations thereof refer to the City. The terms "you," "your" and any derivations thereof refer to the retail natural gas customer in the DEO service territory that is a member of our Opt-Out Program and is successfully enrolled by \_\_\_\_\_ Energy with DEO.

2. Term. \_\_\_\_\_ Energy's service to you is expected to begin with your \_\_\_\_\_ 200\_ Bill Cycle. \_\_\_\_\_ Energy will continue to provide your natural gas through your \_\_\_\_\_ 200\_ Bill Cycle, subject to certain conditions set forth in this T&C. Subject to DEO's Tariff, \_\_\_\_\_ Energy Supply to you shall begin on the first available meter reading cycle after DEO processes your switch request and shall end on the last day of the eighteenth (18th) following Bill Cycle.

3. Supply of Natural Gas. For the duration of this Agreement, through the Opt-Out Program, with the City acting as your agent, \_\_\_\_\_ Energy has agreed with us to sell to you and you agree to buy from \_\_\_\_\_ Energy the natural gas that you consume to meet all of your residential and/or commercial natural gas needs for the natural gas accounts listed in the "Opt-Out Notice" ("Notice") accompanying this T&C ("Supply"). \_\_\_\_\_ Energy will only supply the natural gas commodity. DEO will continue to be responsible for the delivery of natural gas to you and for other related services ("Service").

4. Price. Depending on your Bill Cycle, \_\_\_\_\_ Energy will charge you a different price for the Supply. A bill cycle contains beginning and ending meter readings and is determined by DEO ("Bill Cycle"). These prices shown below are exclusive of any applicable state or local taxes and DEO's service and delivery charges. Your delivered price will also include all applicable taxes and DEO charges.

- a. For \_\_\_\_\_ 200\_ Cycle. \_\_\_\_\_ Energy will charge you \$X.XX/Mcf for the natural gas for which you are billed in your \_\_\_\_\_ 200\_ Bill Cycle.
  - b. For \_\_\_\_\_ 200\_ through \_\_\_\_\_ 200\_ Bill Cycles. \_\_\_\_\_ Energy will charge you \$X.XX/Mcf for the natural gas for which you are billed in your \_\_\_\_\_ 200\_ through \_\_\_\_\_ 200\_ Bill Cycles, inclusive.
  - c. For \_\_\_\_\_ 200\_ through \_\_\_\_\_ 200\_ Bill Cycles. For each Bill Cycle, \_\_\_\_\_ Energy will charge you a variable price for the natural gas for which you are billed in your \_\_\_\_\_ 200\_ through \_\_\_\_\_ 200\_ Bill Cycles, inclusive. For each Bill Cycle \_\_\_\_\_ Energy will calculate the variable price for natural gas based on the applicable NYMEX natural gas futures contract settlement prices plus a fixed amount and convert that sum to a price per Mcf. The methodology which will be used to calculate the variable price is described more fully in Exhibit D of the Agreement. An example of this calculation follows: for \_\_\_\_\_ bill cycles, \_\_\_\_\_ Energy will set the price to be equal to the Consumption Weighted Average of the NYMEX natural gas futures settlement prices for \_\_\_\_\_ and \_\_\_\_\_ on the last day that these contracts are traded in \_\_\_\_\_.
  - d. For \_\_\_\_\_ 200\_ through \_\_\_\_\_ 200\_ Bill Cycles. \_\_\_\_\_ Energy will charge you a stable price per unit of measure for natural gas for which you are billed in your \_\_\_\_\_ 200\_ through \_\_\_\_\_ 200\_ Bill Cycles. Your price for natural gas per unit of measure will remain constant during that period. Between \_\_\_\_\_, 200\_ and \_\_\_\_\_, 200\_, representatives of the City of \_\_\_\_\_, will choose the day on which the \_\_\_\_\_ 200\_ through \_\_\_\_\_ 200\_ price is set. As more fully set out in the Exhibit D to the Agreement, \_\_\_\_\_ Energy will set this single price on the day chosen by the City based on the NYMEX natural gas futures contract settlement prices plus a fixed amount and convert that sum to a price per Mcf.
5. Historic and Current Usage Data. By accepting Supply from \_\_\_\_\_ Energy, you expressly authorize \_\_\_\_\_ Energy to obtain your historic and current natural gas usage data from DEO.
6. Paying Your Bill
- a. \_\_\_\_\_ Energy will bill you once a month for the Supply. DEO will continue to provide you with monthly natural gas utility bills based on its Bill Cycles as they have in the past. \_\_\_\_\_ Energy's Supply charges will be included, and specifically identified, on the DEO bill. The DEO Bill will also include additional charges from DEO for its transmission and distribution of natural gas to your service address.

- b. You must pay \_\_\_\_\_ Energy's Supply charges by the payment due date shown on your monthly DEO bill. You remain responsible for all charges accrued by you.

#### 7. Obtaining Account Information

You may obtain information concerning your Supply account with \_\_\_\_\_ Energy by contacting \_\_\_\_\_ Energy's Customer Care Department toll-free at (800) XXX-XXXX. This number will also be displayed on your monthly bill. \_\_\_\_\_ Energy's Customer Care Department is available from X:00 a.m. to X:00 p.m. Eastern Time on weekdays (excluding holidays) and from 9:00 a.m. to 2:00 p.m. Eastern Time on Saturdays.

#### 8. Customer Inquiries and Disputes

If you have a concern regarding \_\_\_\_\_ Energy's Supply charges, please contact \_\_\_\_\_ Energy Customer Care Department toll-free at (800) XXX-XXXX or write to Mailing Address, City, State XXXXX-XXXX. \_\_\_\_\_ Energy will investigate your concerns and provide you with a status update within three (3) business days of receiving your concern. \_\_\_\_\_ Energy will provide other reports and updates that are required by PUCO, if any. If your questions are not resolved after you have contacted \_\_\_\_\_ Energy, you may notify us at (330) XXX-XXXX. You may also notify Public Utilities Commission of Ohio ("PUCO") by calling toll free 800-686-7826 or 1-614-466-3292, or for TDD/TYY toll free at 800-686-1570 or 1-614-466-3292, from 8:00 a.m. to 5:00 p.m. weekdays, by visiting the PUCO website at [www.puco.ohio.gov](http://www.puco.ohio.gov) or as they otherwise specified by PUCO. Residential customers may also contact the Ohio Consumers' Counsel ("OCC") by calling toll free at 877-742-5622 from 8:30 a.m. to 5:30 p.m. weekdays, visiting the OCC website at [www.pickocc.org](http://www.pickocc.org) or as otherwise specified by the OCC.

#### 9. Service Renewal

If our Agreement with \_\_\_\_\_ Energy is extended or we enter a new agreement with \_\_\_\_\_ Energy, we will notify you of the new terms and allow you an opportunity to opt-out of the Opt-Out Program at that time.

#### 10. Rescission

DEO is required to send you a notice confirming your decision to enroll with \_\_\_\_\_ Energy. You may rescind your enrollment with \_\_\_\_\_ Energy (without penalty or fee from \_\_\_\_\_ Energy) up to seven (7) business days after the postmark on the DEO enrollment confirmation notice by either calling or writing DEO. DEO is required to place the appropriate address and phone number on its enrollment confirmation notice.

#### 11. Termination

##### a. Automatic Termination

1. Your Supply from \_\_\_\_\_ Energy shall automatically terminate, without a fee from \_\_\_\_\_ Energy, if you change the physical address where you receive \_\_\_\_\_ Energy Supply to a location outside of the City's boundaries ("Boundaries").
2. Your Supply from \_\_\_\_\_ Energy shall automatically terminate, if you change the physical address where you receive \_\_\_\_\_ Energy Supply to a location within the DEO service territory, but you fail to provide \_\_\_\_\_ Energy with written or telephonic notice at least forty-five (45) calendar days prior to the actual change of address. If you provide written or telephonic notice to \_\_\_\_\_ Energy at least forty-five (45) calendar days prior to the actual change of address, then the obligations under this T&C shall transfer to the new address. If your natural gas Supply is transferred to the new location, \_\_\_\_\_ Energy's Supply at the new location will continue under the same terms as the original location through the duration of the Agreement. Regardless of when your service begins at the new location, \_\_\_\_\_ Energy's Supply to you as a member of the Opt-Out Program shall terminate at the end of your \_\_\_\_\_ 200 \_\_\_\_\_ Bill Cycle, unless our Agreement with \_\_\_\_\_ Energy is extended.
3. Your Supply from \_\_\_\_\_ Energy shall automatically terminate, without a fee from \_\_\_\_\_ Energy, if the location of the residence or place of business in which you desire to receive natural gas from \_\_\_\_\_ Energy is outside of our Boundaries.
4. Your Supply from \_\_\_\_\_ Energy shall automatically terminate if DEO terminates your ability to participate in this Opt-Out Program for any reason including, but not limited to, your failure to pay Service and/or Supply.
5. Your Supply from \_\_\_\_\_ Energy shall automatically terminate if \_\_\_\_\_ Energy returns you to the DEO commodity service pursuant to these T&C or the Agreement.
6. The automatic termination of your Supply pursuant to Sections 11(a)(1) -(11)(a)(4) of this T&C shall occur without any prior notice (written or otherwise) from \_\_\_\_\_ Energy.

##### b. Your Rights to Terminate

You have the right to terminate your Supply prior to the end of the your \_\_\_\_\_ 200 \_\_\_\_\_ Bill Cycle. To exercise this right, you must provide \_\_\_\_\_ Energy with written or telephonic notice at least forty-five (45) calendar days prior to the termination date. If \_\_\_\_\_ Energy receives this termination notice from you, \_\_\_\_\_ Energy will take the steps necessary to terminate your Supply at the earliest possible opportunity after the end of the forty-five (45) calendar day notice period.

##### c. \_\_\_\_\_ Energy's Rights to Terminate

1. \_\_\_\_\_ Energy may terminate your Supply if you fail to pay for the DEO bill by the due date shown on the DEO natural gas bill or if you otherwise fail to meet any other agreed upon payment arrangements. \_\_\_\_\_ Energy will give you at least fourteen (14) calendar days prior written notice of \_\_\_\_\_ Energy's intent to terminate Supply for non-payment.
2. \_\_\_\_\_ Energy shall terminate your Supply upon the termination of the Agreement prior to the end of the \_\_\_\_\_ 200\_\_ Bill Cycles.
- d. If \_\_\_\_\_ Energy's Supply is terminated, \_\_\_\_\_ Energy will then take steps necessary to return you to DEO commodity service.
- e. \_\_\_\_\_ Energy reserves the right to charge you and you agree to pay an early termination administrative fee of \$XX if \_\_\_\_\_ Energy's Supply to you is terminated during any December through \_\_\_\_\_ Bill Cycle, inclusive, for any reason other than those set out in Sections 10, 11(a)(1) and 11(a)(3) of this T&C. At \_\_\_\_\_ Energy's option, \_\_\_\_\_ Energy may bill you directly for this early termination administrative fee rather than including it on your DEO natural gas bill.
- f. Your obligation to pay for any Supply shall survive the termination of your Supply and this T&C.

12. Performance Excused

- a. If an event occurs, the prevention or avoidance of which is beyond \_\_\_\_\_ Energy's control (including, but not limited to, an act of God, an extraordinary weather problem, a failure on DEO's distribution system, a civil disturbance or a national emergency), that prevents \_\_\_\_\_ Energy from performing \_\_\_\_\_ Energy's obligations under this T&C, \_\_\_\_\_ Energy's performance obligations shall be considered excused for the duration of such an event. Changes in the price of natural gas will not excuse \_\_\_\_\_ Energy performance obligation.
- b. With thirty (30) calendar days prior written notice to you, \_\_\_\_\_ Energy's performance obligations shall be considered excused, if: (a) a law or interpretation of a law makes performance of this T&C illegal; or (b) a regulatory agency, court or governing organization requires a material change to this T&C or the Agreement or new taxes or other governmental charges, fees or assessments are implemented any of which adversely and materially impacts \_\_\_\_\_ Energy or \_\_\_\_\_ Energy's ability to either perform under or enjoy the benefits of this T&C or the Agreement. This excludes the impact on \_\_\_\_\_ Energy of routine utility Gas Cost Recovery ("GCR") or GCR adjustments filed before the PUCO.
- c. \_\_\_\_\_ Energy is not responsible for services provided by third parties, including the DEO.

13. Emergencies

In case of emergencies or if you experience problems with either DEO's natural gas distribution or metering services please contact DEO toll free at 1-877-542-2630.

14. Assignment

\_\_\_\_\_ Energy may assign or transfer its rights and obligations under this T&C and the Agreement to another approved supplier, in whole or in part. If such an assignment or transfer occurs, then the terms and pricing of this T&C will remain in place. By accepting service under this T&C, you agree to permit such transfers and assignments.

15. Governing Law

\_\_\_\_\_ Energy's Supply to you shall be governed by the laws of the State of Ohio and ongoing PUCO jurisdiction.

16. Other

- a. The written notices must be sent directly to \_\_\_\_\_ Energy at the address shown above in Section 8 of this T&C. Telephonic Notices to \_\_\_\_\_ Energy must be made by calling the phone number shown above in Section 8 of this T&C.
- b. Other than those limitations described elsewhere in this T&C, \_\_\_\_\_ Energy does not exclude consumers from purchasing its supply due to creditworthiness. \_\_\_\_\_ Energy may elect in the future to restrict its acceptance of new customers based on then disclosed creditworthiness standards.
- c. \_\_\_\_\_ Energy has the right to utilize any and all legal methods of collection for payments due to \_\_\_\_\_ Energy.
- d. Switching fees may apply to you under the DEO Tariff.
- e. You have the right to request \_\_\_\_\_ Energy to provide you with up to twenty-four (24) months of your payment history for services provided under this T&C. Upon your request, \_\_\_\_\_ Energy will provide this data to you at no charge.
- f. \_\_\_\_\_ Energy will not release your social security number and DEO account number without your affirmative written consent.
- g. If you voluntarily return to DEO's commodity service after \_\_\_\_\_ Energy Supply to you has begun, DEO may charge you a price other than DEO's GCR rate. You should refer to DEO's tariff and Ohio Administrative Code §4901:1-29 for further information regarding this Section.
- h. \_\_\_\_\_ Energy reserves the right to modify this T&C in accordance with the terms of the Agreement.



- i. This T&C is not your contract for service with \_\_\_\_\_ Energy. We, as your aggregator, have contracted with \_\_\_\_\_ Energy on your behalf. Each Party's rights and obligations regarding the Opt-Out Program and providing Supply to you as a member of the Opt-Out Program are expressly limited to those contained in the Agreement. If there are conflicts between this T&C and the Agreement then the terms of the Agreement shall apply.

17. Warranties

- a. You warrant that you are the customer of record or otherwise eligible to be a member of the City's Opt-Out Program and receive Supply from \_\_\_\_\_ Energy as a member.
- b. \_\_\_\_\_ ENERGY MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND REGARDING THE NATURAL GAS SUPPLIED TO YOU AS A MEMBER OF THE CITY'S AGGREGATION PROGRAM. \_\_\_\_\_ ENERGY MAKES NO REPRESENTATIONS AND WARRANTIES BEYOND THOSE EXPRESSLY STATED IN THIS STATEMENT. \_\_\_\_\_ ENERGY EXPRESSLY DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**Governmental Aggregation Filing**

**Exhibit B-5 "Experience"**

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

1. Natural Gas Aggregation "Opt-In"
2. Police Department
3. Fire Department
4. Road Service

The Administrator, Township Trustees and Township Staff routinely negotiate for services and supplies that benefit the residents of Austintown.

However, due to the complexity of municipal aggregation, the Township will rely on the services of Buckeye Energy Brokers, Inc. to assist them in designing, implementing and maintaining the Program. Buckeye Energy Brokers is a PUCO certified (00-002(1)) Electric Aggregator and Broker in the State of Ohio and has filed for natural gas aggregator/broker certification (Case number 02-1676-GA-GAG). They have experience working with over 200 buying groups in Pennsylvania, New Jersey, Maryland and Delaware.

**Contractual Arrangements for Capability Standards:** If the applicant is relying upon contractual arrangements with a third-party(ies) to meet any of the certification requirements, the applicant must provide with its application all of the following:

- Austintown is contracting with the following consultant to provide third party assistance:

Buckeye Energy Brokers, Inc.  
8870 Darrow Rd. #F106  
Twinsburg, OH 44087  
(330) 730-4338

- The Township of Austintown has contracted with Buckeye Energy Brokers, Inc. to assist the Township in designing, implementing and maintaining its aggregation program.
- Below is a detailed summary of services being provided:
  - Broker shall provide energy related Services, including but not limited to the following:
    - Volume data collection and verification
    - Energy savings estimates
    - Energy buying consultation
    - Write customized Request for Proposal (RFP)
    - All contact with potential energy suppliers
    - Release all necessary client information to switch energy suppliers
    - Pre-qualify any energy suppliers wishing to bid on the RFP
    - Contract negotiation and closing with selected supplier
    - Monitor energy cost savings with quarterly reports.

### **Governmental Aggregation Filing**

The Township will utilize the coordinated billing services of the Local Utility and the selected Supplier. It is anticipated that all Members will receive a single bill from the Local Utility. Members will maintain or choose options that include: budget billing, automatic payments and Internet payment.

### **Governmental Aggregator's Customer Service Procedures and Dispute Resolution**

Members will have multiple means of addressing complaints. As a general rule, concerns regarding service reliability and billing should be directed to the Local Utility. They continue to read meters handle billing and generally have the most information about a customer's account. Questions regarding the Program administration should go to Buckeye, and any unresolved disputes should be directed to the Public Utilities Commission of Ohio. Listed below is a table of toll-free numbers for members to call for assistance.

<b>Nature of Complaint</b>	<b>Contact</b>	<b>Phone Number</b>
Service interruptions or emergencies	Dominion East Ohio	1-800-362-7557
Service turn on/off	Dominion East Ohio	1-800-362-7557
Billing disputes	Dominion East Ohio	1-800-362-7557
Joining/Leaving Program	(Supplier)	
Aggregation Program Questions	Buckeye Energy Brokers	1-866-302-2237
Unresolved Disputes	Public Utilities Commission	1-800-686-7826
Unresolved Disputes	Public Utilities Comm. TDD/TTY	1-800-686-1570

If a dispute cannot be resolved, legal action involving any and all disputes arising under or relating to this Program may be brought in a court of the State of Ohio or a Federal District Court. This program shall be interpreted according to the laws of the State of Ohio.

The Township shall receive proposals from Natural Gas suppliers using a competitive selection process. The Request For Proposal ("RFP") shall require the suppliers to offer a natural gas rate for each customer class, load grouping or other appropriate category. It is the responsibility of each Member to compare the rate with others and decide accordingly. The prices to be charged to Members in the Program will be set by the Township after negotiations with the selected Supplier. Members will be notified of the rates and terms of the Program as part of the opt-out process, through a direct mailing sent to each resident and business within the Township limits in accordance with Section 4929.22 of the Revised Code and contained in Chapter 4901:1-29 of the Administrative Code.