

October 15, 2012

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

**RE: Natural Gas Governmental Aggregator Certification Renewal Application for Austintown Township (Case Number 06-1499-GA-GAG)**

Enclosed please find a copy of the renewal application for certification as a Governmental Aggregator of Natural Gas for Austintown Township.

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

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

Sincerely,



Mark R. Burns  
President

Enclosures



PUCO USE ONLY – Version 1.07		
Date Received	Renewal Certification Number	ORIGINAL GAG Case Number
		06 - 1499 - GA-GAG

## RENEWAL CERTIFICATION APPLICATION OHIO NATURAL GAS GOVERNMENTAL AGGREGATORS

Please **type or print** all required information. Identify all attachments with an exhibit label and title (*Example: Exhibit B-1 – Authorizing Ordinance*). All attachments should bear the legal name of the Applicant. Applicants should file completed applications and all related correspondence with the Public Utilities Commission of Ohio, Docketing Division, 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 Renewal Applicant information:

Legal Name Austintown Township  
Address 82 Ohltown Road, Austintown Township, Ohio 44515  
Telephone No. 330-792-8584 Web site address www.austintowntwp.com  
Current PUCO Certificate Number 07-123G(3) Effective Dates 1/23/11 - 1/23/13

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

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

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

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

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

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




## SECTION B - APPLICANT AUTHORITY AND AGGREGATION PROGRAM INFORMATION

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED

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

 Township Administrator  
Applicant Signature and Title

Sworn and subscribed before me this 4th day of October Month 2012 Year

 TERESA DRUMMOND / Notary  
Signature of official administering oath Print Name and Title

My commission expires on August 8, 2015



TERESA DRUMMOND, Notary Public  
STATE OF OHIO  
My Commission Expires August 8, 2015



# The Public Utilities Commission of Ohio

Ohio Natural Gas Governmental Aggregation  
Affidavit Form  
(Version 1.07)

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* Township Administrator

Sworn and subscribed before me this 4th day of October Month 2012 Year

*Teresa Drummond*

Signature of Official Administering Oath

TERESA DRUMMOND / Notary

Print Name and Title

My commission expires on August 8, 2015

(Ohio Natural Gas Governmental Aggregation Renewal Page 3 of 3)  
TERESA DRUMMOND, Notary Public  
STATE OF OHIO  
My Commission Expires August 8, 2015



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.

**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

# TOWNSHIP OF AUSTINTOWN NATURAL GAS AGGREGATION PROGRAM

## PLAN OF OPERATION AND GOVERNANCE

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



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## **(A) Introduction**

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

The Township of Austintown ("Township") passed the necessary resolution to place the issue of Opt-out Governmental Aggregation of natural gas on the 11/7/2006 ballot. The ballot issue subsequently passed. The Township will follow the Plan of Operation and Governance ("Plan") outlined below. This Plan was adopted after two public hearings were held in accordance with section 4929.26 (C) of the Ohio Revised Code.

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

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

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

With a Township population of approximately 38000 the Program has the potential to combine residential accounts and small commercial accounts into a buying group that will be attractive to Certified Retail Natural Gas Service (CRNGS) suppliers. Participation in the Program is voluntary. Any individual customer ("Member") has the opportunity to decline to participate in the Program through an opt-out process and to return to Dominion East Ohio (DEO) supply or to enter into a service contract with any CRNGS supplier.

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

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

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

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

## Township of Austintown Exhibit B-2 "Operation and Governance Plan"

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

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

Only Suppliers meeting strict criteria will be considered.

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

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

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

## Township of Austintown Exhibit B-2 "Operation and Governance Plan"

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

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

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

Through the efforts of its consultant, Independent Energy Consultants, the Township will seek proposals from CRNGS suppliers. The request for proposals shall require the CRNGS suppliers to offer firm, full-requirements natural gas supply. CRNGS suppliers will bid by DEO customer rate schedule or customer class. CRNGS suppliers will be encouraged to bid on as many natural gas accounts as possible, but it is recognized that from a practical standpoint it is not likely that bids will be received for larger commercial and industrial accounts that require individual price analysis. Furthermore, commercial and industrial customers consuming more than 500 Mcf/year are classified as mercantile customers and are ineligible to participate in a governmental aggregation program.

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

Customer Class	Rate Schedule	Supplier Offer (\$/Mcf)	Term
Residential Sales Service	RS	\$3.99	10/12-9/13
General Sales Service	GS	\$3.99	10/12-9/13

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

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

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

The Township of Austintown will not accept a CRNGS supplier offer that is not favorable at the time for the majority of Members of a given customer class or rate schedule. It is, however, the individual Member's responsibility to carefully review the price, terms and

conditions of an offer to determine if the offer is in their best interest. The Township will not be responsible for any Member's decision to remain in or opt-out of the Program.

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

- Are up to date with their bill payment;
- Have not opted-out of the program;
- Are currently supplied natural gas through the Standard Choice Offer (SCO) or are members of an existing program;
- Are not mercantile customers;
- Have not exercised their right of rescission; and
- Are not part of the Percentage of Income Payment Program (PIPP).

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

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

Members currently on budget billing will continue to be budget billed. DEO's process will remain the same. Members wishing to start budget billing should contact DEO. The process will take place in accordance with DEO's policy and is not unique to the Township's Program.

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

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

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

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

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

<b>Nature of Complaint</b>	<b>Contact</b>	<b>Phone Number</b>
Service interruptions or emergencies	DEO	1-800-542-2630
Service turn on/off	DEO	1-800-362-7557
Billing disputes – Delivery charges	DEO	1-800-362-7557
Billing disputes – Supplier charges	IGS Energy	1-800-280-4474
Joining/Leaving Program	IGS Energy	1-800-280-4474
Aggregation Program questions	Township of Austintown Independent Energy Consultants	330-792-8584 1-888-862-6060
Unresolved disputes	Public Utilities Comm. (voice)	1-800-686-7826
Unresolved disputes	Public Utilities Comm. TDD/TTY	1-800-686-1570
General information – residential	Ohio Consumers' Counsel	1-877-742-5622

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

Utility rules require that people moving into a different residence, new construction or otherwise, be assigned a new account number and be served for at least one month by the local utility before they can switch to a new supplier. The above-mentioned is an example of utility rules approved by the PUCO that will impact the operation of Austintown's Aggregation Program.

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

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

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

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

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

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

In the event of a high rate of attrition from the Program or population growth within the Township, the Township may request the selected CRNGS supplier to conduct a subsequent opt-out campaign during the term of a supply agreement. If this were to occur,

the Opt-Out Notice would be sent to newly eligible Members and would not be sent to anyone who had previously opted-out of the current supply agreement.

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

The Township will maintain a copy of this Plan of Operation and Governance on file at its Administrative office. This Plan will be kept available for public inspection. It will, upon request, be copied for any existing or potential Members of the aggregation in accordance with the Township rules for copying public documents.

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

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

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

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

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

Prior to including a customer's natural gas account or accounts in an aggregation, the Township in cooperation with the selected CRNGS supplier, will provide each eligible Member a written Opt-Out Notice conforming to the requirements of Ohio Administrative Code Section 4901:1-21-17.

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

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

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



**(H) Termination of the Aggregation Program**

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

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

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

## Austintown Township Exhibit B-3 "Automatic Aggregation Disclosure Notification"

Section 4929.26 (D) of the Ohio Revised Code states that "no legislative authority or board, pursuant to an ordinance or resolution under divisions (A) and (B) of this section, shall aggregate any retail natural gas load located within its jurisdiction unless it in advance clearly discloses to the person whose retail natural gas load is to be so aggregated that the person will be enrolled automatically in the aggregation and will remain so enrolled unless the person affirmatively elects by a stated procedure not to be so enrolled. The disclosure shall state prominently the rates, charges, and other terms and conditions of enrollment. The stated procedure shall allow any person enrolled in the aggregation the opportunity to opt out of the aggregation every two years, without paying a switching fee. Any such person that opts out of the aggregation pursuant to the stated procedure shall default to the natural gas company providing distribution service for the person's retail natural gas load, until the person chooses an alternative supplier."

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

Township of Austintown officials are acting on behalf of natural gas consumers who are participating in the program to negotiate a gas supply contract with eligible suppliers. Both Austintown and <CRNGS Supplier> are certified by the Public Utilities Commission of Ohio to provide this service. This program has been authorized by our Trustees through an ordinance and voter approval on 11/7/2006. This phase of our aggregation program will begin with your <Month Year> billing cycle and end with your <Month Year> billing cycle.

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

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

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

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

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

## Austintown Township Exhibit B-3 “Automatic Aggregation Disclosure Notification”

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

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

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

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

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

- Have received an offer from the selected CRNGS Supplier;
- Are up to date with their bill payment;
- Have not opted-out of the program;
- Are currently supplied natural gas through the DEO Standard Choice Offer (SCO) or are Members of an existing Program;
- Are not mercantile customers;
- Have not exercised their 7 day right of rescission; and
- Are not part of the Percentage of Income Payment Program (PIPP).



Dear Resident or Small Business Owner:

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

Under governmental aggregation, Austintown Township acts on behalf of natural gas consumers in the Township to negotiate a gas supply contract with eligible suppliers. Both Austintown Township and IGS Energy have to be certified by the Public Utilities Commission of Ohio. Austintown Township voters approved the implementation of the program and Township Trustees approved Resolution 06-08-14-05 on December 11, 2006. The aggregation program for Austintown Township will begin within one or two billing periods after enrollment with Dominion East Ohio (Dominion) and end with your October 2014 billing period.

Your new price under the Austintown Township Natural Gas Aggregation Program will be **3.99 per MCF** through your October 2013 billing period. This new rate of 3.99 per MCF is the lowest fixed rate available in the marketplace according to the Public Utilities Commission of Ohio "Apples to Apples" rate comparison sheet of competitive suppliers as of August 30, 2012. There is no charge to sign up and no charge to cancel. Please refer to the attached Terms and Conditions for full details of this offer.

**You will be automatically enrolled in the Austintown Township Natural Gas Aggregation Program unless you choose to "opt out" – that is, to not participate.** There is no cost for enrollment and you do not need to do anything to be included.

**If you want to be excluded from the Austintown Township Natural Gas Aggregation Program you must return the enclosed "Opt-Out" form or contact IGS Energy at 1-800-280-4474 by October 11, 2012.** If you do not opt out at this time, you will be enrolled in the program until it expires with your October 2014 billing period. If you do nothing you will soon receive a letter from Dominion notifying you of your transfer to your community's new program with IGS Energy as your supplier. If you wish to remain in the program, simply ignore that letter.

Under this new program IGS Energy will deliver your gas to Dominion and then Dominion will deliver that gas to you. Dominion will maintain the pipeline system that delivers natural gas to your home or business. Dominion will continue to read your meter and will continue to send you a monthly bill that will include the gas supply charge from IGS Energy. You will still contact Dominion regarding loss of gas service, odor of gas, or for any other concerns or issues having to do with your local service. Budget billing and automatic billing options will continue to be available through Dominion.

If you have any questions please call IGS Energy at 1-800-280-4474, weekdays, from 8:00 a.m. to 8:00 p.m. EST. For general information on natural gas deregulation in Ohio, you can also visit the Web Sites of the Ohio Consumer's Counsel ([www.pickocc.org](http://www.pickocc.org)) or the Public Utilities Commission of Ohio ([www.PUCO.ohio.gov](http://www.PUCO.ohio.gov)).

Sincerely,

**Austintown Township and IGS Energy**

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

If the home or small business for which you have received this letter is not located within Austintown Township, you have received this letter in error. Please contact IGS Energy at 1-800-280-4474 to be removed from the aggregation list.

**You are not eligible to participate in this program if you are currently enrolled in the PIPP program. If you are already under contract with a competitive retail natural gas service provider, you may incur a contract termination fee or other charges if you fail to opt-out of the aggregation program.**

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

**I wish to opt out of the Austintown Township Natural Gas Aggregation Program.**

Name (Please Print)\_\_\_\_\_

(Check box to opt out.)

Address\_\_\_\_\_

City, State, Zip\_\_\_\_\_

Phone Number\_\_\_\_\_

Email Address\_\_\_\_\_

**Signature (REQUIRED)**\_\_\_\_\_



**Term:** The community's opt-out government aggregation program ( the "Program") and my service with Interstate Gas Supply, Inc. (elsewhere referred to as "IGS Energy" and the consumer will be referred in the first person, "my", "me" or "I") as my supplier on the Program will begin within one to two billing cycles after my enrollment or rate change is confirmed with the utility company and shall continue through my **October 2014** utility billing cycle, unless notified otherwise. IGS Energy will supply the commodity portion of my natural gas and Dominion East Ohio Gas Company will be my Natural Gas Distribution Company ("NGDC"). I can contact the IGS Energy choice department by phone at 1-800-280-4474, by fax at 1-800-584-4839, in writing at P.O.Box 9060, Dublin, OH 43017, or through their web site at <http://www.igsenergy.com>.

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

**Price:** My price through the October 2013 NGDC billing cycle shall be **\$3.99 per Mcf** which does not include applicable sales tax or NGDC transportation and other charges. Beginning with my November 2013 billing cycle through my October 2014 billing cycle my price will be determined by my community for any month or group of months by taking 109% of the applicable Nymex monthly price of gas plus \$0.415 per Mcf which does not include applicable sales tax or NGDC transportation and other charges.

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

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

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

**Contact and Dispute Resolutions:** In the event of a billing dispute or issues regarding volume or metering, I should contact the NGDC at the number listed on their bill. For other questions or concerns about pricing, I can contact the IGS Energy choice department by phone weekdays from 8:00 a.m. to 8:00 p.m. EST at 1-800-280-4474, by fax 1-800-584-4839, in writing at P.O. Box 9060, Dublin, OH 43017, or through their web site at [www.igsenergy.com](http://www.igsenergy.com). Also, I can contact IGS Energy through e-mail at [choice@igsenergy.com](mailto:choice@igsenergy.com). If my questions or concerns are not resolved after I have called IGS Energy, or for general utility information, residential and business customers may call the Public Utilities Commission of Ohio (PUCO) toll free at 1-800-686-7826 or for TDD/TTY toll free at 1-800-686-1570, from 8:00 a.m. to 5:30 p.m. weekdays, or visit the PUCO website at [www.puco.ohio.gov](http://www.puco.ohio.gov). The Ohio Consumers Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted toll free at 1-877-742-5622 from 8:00 a.m. to 5:00 p.m. weekdays or visit [www.pickocc.org](http://www.pickocc.org).

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

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

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

**Eligibility / Limitation of Liability / Jurisdiction:** This Agreement is for residential and small commercial customers that use less than 500 MCF a year and are otherwise eligible for opt-out government aggregation programs. IGS Energy and my community shall use its best efforts to ensure that only eligible customer accounts within its governmental boundaries and customers who have not opted out are included in its aggregation. If ineligible accounts, accounts from outside of the governmental aggregator's governmental boundaries, or accounts for customers who opted out of the aggregation are switched to the governmental aggregation, as soon as IGS Energy is aware of such event the governmental aggregator (or IGS Energy) will promptly contact the natural gas company to have the customer switched back to the customer's former supplier, and will pay any switching fee imposed by the NGDC for such switch. Participation in the program is subject to the rules of the NGDC and the rules established in Ohio Administrative Code 4901:1-28. Customers are sometimes terminated or not enrolled in the program due to NGDC issues. In such instances, I can contact the NGDC to correct the problem and be reinstated or enrolled in the Program. Regardless of the reason for termination, in no case will the original term be extended for months that I was unable to participate nor will IGS Energy have any liability for any early termination or for any months that I was unable to participate in the Program. IGS Energy assumes no liability or responsibility for losses or consequential damages arising from items associated with the NGDC including, but not limited to: operations and maintenance of their system; any interruption of service; termination of service; or deterioration of service, nor does IGS Energy assume responsibility or liability for damages arising from any in-home or building damages and in addition shall not be responsible for any indirect, consequential, special or punitive damages whether arising under contract, tort (including negligence or strict liability) or any other legal theory. The parties agree that if the customer is unable to resolve its issues through the PUCO as detailed under "Contract and Dispute Resolution" above or if suit is filed, any legal action involving this Agreement shall be brought only in a court of the State of Ohio sitting in Franklin County, Ohio or the United States District Court sitting in Franklin County, Ohio. I submit to the personal jurisdiction in such courts and irrevocably waive any objections that I have or might have in the future to such courts as the proper forum for any and all actions arising under this Agreement. The parties agree that this Agreement shall be interpreted under the laws of the State of Ohio, regardless of Ohio's choice of law provisions.

NOTICE

*Return the “Opt-Out” form only if you do not want to participate in the Austintown Township Natural Gas Aggregation Program.*

*Must be postmarked by October 11, 2012 to:*

Natural Gas Governmental Aggregation Program

PO Box 9060

Dublin, Ohio 43017-0960

## Austintown Township Exhibit B-5 "Experience"

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

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

The Administrator, Trustees and Township Staff routinely negotiate for services and supplies that benefit the residents of Austintown. However, due to the complexity of Governmental Aggregation, the Township has hired Independent Energy Consultants, Inc. on April 2, 2008 to assist them in designing, implementing and maintaining the Program. Independent Energy Consultants are:

- Certified Electric Aggregators and Brokers #04-116(5) in the State of Ohio.
- Certified Natural Gas Aggregators and Brokers #04-078(5) in the State of Ohio.
- Licensed Electric and Natural Gas Aggregators and Brokers #A-17 in the State of Virginia.
- Registered Aggregators #80252 in the State of Texas.
- Licensed Agent/Broker/Consultant in the State of Illinois.

Independent Energy Consultants, Inc. currently manages approximately 50 natural gas and electric aggregation programs that impact approximately 100 communities across Ohio. Contact information for Independent Energy Consultants is:

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

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

- Draft and assist in maintaining the Plan of Operation and Governance.
- Lead any required Public Hearings and attend Township Trustees meetings upon request.
- Assist the Township in the day-to-day administration of program (problem resolution, press releases, PUCO compliance, supplier liaison, contract review, etc.).
- Design and issue the Request for Proposal, analyze supplier responses and provide recommendations for the supply agreement.

## Austintown Township Exhibit B-5 “Experience”

- Review customer data provided by the local utility (DEO) that would serve as the basis for an Opt-Out Notice.
- Write/prepare reports on a quarterly/annual basis to the Township, PUCO, and the Ohio Consumers’ Counsel.

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

**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

**10/15/2012 3:41:16 PM**

**in**

**Case No(s). 06-1499-GA-GAG**

Summary: Application Application for certification renewal as a natural gas governmental aggregator. electronically filed by MARK R BURNS on behalf of Austintown Township