

RESOLUTION #18-1217-07

Adopt the Plan of Operation & Governance for Natural Gas Aggregation

WHEREAS, in November, 2018, a majority of the voters of Liberty Township authorized Liberty Township to create an "opt-out" natural gas aggregation program, and

WHEREAS, Trebel, LLC will administer the natural gas aggregation program.

FURTHER BE IT RESOLVED, BY THE BOARD OF TRUSTEES OF LIBERTY TOWNSHIP, DELAWARE COUNTY, OHIO, to adopt the attached Plan of Operation & Governance for Electric Aggregation and to further authorize the Township Administrator, Matt Huffman, to sign the Public Utilities Commission of Ohio (PUCO) application to become a governmental aggregator for natural gas an any other attendant documents.

Motion made by Leneghan and seconded by Gempwihne.

Vote: yes Mrs. Eichhorn yes Mrs. Leneghan yes Dr. Mitchell

This Resolution shall be in force and become effective immediately upon its execution.

12-17-18
Date

Melanie Leneghan
Melanie Leneghan, Trustee

CERTIFIED BY:

Nancy Denuite
Nancy Denuite, Fiscal Officer

Dr. Thomas Mitchell
Dr. Thomas Mitchell, Trustee
Shyra Eichhorn
Shyra Eichhorn, Trustee



Public Utilities Commission

PUCO USE ONLY – Version 1.07		
Date Received	Case Number	Certification Number
	- 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, 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:

Note: If filing as a township or village, please include the name of the County where the township or village is located in the applicant name. For example, Miami Township, Hamilton County

Legal Name Liberty Township, Delaware County, OH
Address 10104 Brewster Lane, Suite 125, Powell, OH 43065
Telephone No. 740-938-2001 Web site address www.libertytwp.org
Current PUCO Certificate Number Effective Dates
County Delaware

A-2 Contact person for regulatory or emergency matters:

Name Scott Belcastro Title Consultant / Principal
Business Address 1216 Lexington Ave. Suite 301, Mansfield, OH. 44907
Telephone No. 614.425.4885 Fax No. 614.417.0410 Email Address scott@naturalgassuppliers.org

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

Name Scott Belcastro Title Consultant / Principal
Business address 1216 Lexington Ave. Suite 301, Mansfield, OH. 44907
Telephone No. 614.425.4882 Fax No. 614.417.0410 Email Address scott@naturalgassuppliers.org

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

Customer service address 1216 Lexington Ave., Suite 301, Mansfield, OH 44970
Toll-Free Telephone No. 877-861-2772 Fax No. 614.417.0410 Email Address sales@naturalgassuppliers.o

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.

 Administrator.
Applicant Signature and Title

Sworn and subscribed before me this 20 day of Dec ²⁰ Month 18 Year 18

Signature of official administering oath

Print Name and Title




J. H. Reinold
Jm

My commission expires on

12-14-20



JUTTA H. REINOLD
Notary Public, State of Ohio
My Commission Expires
12-14-20



The Public Utilities Commission of Ohio

Ohio Natural Gas Governmental Aggregation
Affidavit Form
(Version 1.07)

In the Matter of the Application of)

Liberty Township, Delaware County, OH)

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

Case No. []-GA-GAG

County of [Delaware]
State of [Ohio]

[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

[Signature] Administrator

Sworn and subscribed before me this

20. day of

Dec

Month

2018

Year

Signature of Official Administering Oath

Print Name and Title



JUTTA H. REINOLD
Notary Public, State of Ohio
My Commission Expires

12-19-20

My commission expires on

12-19-20

(Ohio Natural Gas Governmental Aggregator) Page 3 of 3

**LIBERTY TOWNSHIP
NATURAL GAS
GOVERNMENTAL AGGREGATION
PROGRAM**

***OPERATION AND GOVERNANCE
PLAN***

Prepared by:



Adopted on December 17, 2018

I. Overview

In November 2018, a majority of voters authorized Liberty Township (Township) to create a form of natural gas governmental aggregation known as “opt-out” aggregation and to create an opt-out natural gas governmental aggregation program (Aggregation Program) as provided under Section 4929.26 of the Ohio Revised Code. Under the opt-out Aggregation Program, all eligible natural gas consumers within the Township's limits will be automatically included in the Aggregation Program initially. However, all consumers will be given the opportunity to opt out of or decline participation in the Aggregation Program as detailed herein. Additionally, Participants who leave the Aggregation Program and wish to return, consumers who affirmatively choose to participate in the Aggregation Program, and consumers who move into the Township after the initial opt-out period may be afforded the opportunity to enroll in the Aggregation Program on an opt-in basis.

The purpose of the Aggregation Program is to represent local consumer interests in competitive natural gas markets by combining natural gas needs within the Township's limits and negotiating affordable, reliable natural gas supplies and other related services on behalf of the Township's residents and small commercial consumers. The Township may pursue this purpose individually or in cooperation with other legislative authorities.

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

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

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

II. Process

Under an opt-out aggregation program, each eligible consumer within the Township's boundaries initially will be automatically included in the Aggregation Program on a non-discriminatory basis. However, prior to actual enrollment, each consumer for whom natural gas rates, terms, and conditions have been negotiated will receive a notice from the Township detailing the Aggregation Program's rates, terms, and conditions.

Each consumer will then have a 21-day period to opt out of or decline to participate in the Aggregation Program without additional fees charged. Consumers opting out of the Aggregation Program will remain on Columbia's Standard Choice Offer until such time as they select an approved CRNGS Provider. If the term of the Aggregation Program is longer than two years, a similar opt-out period will be offered every two years during which time consumers can leave the Aggregation Program without paying an early termination fee or penalty.

Participants who leave the Aggregation Program and wish to return, consumers who affirmatively choose to participate in the Aggregation Program, and consumers who move into the Township after the initial opt-out period will be afforded the opportunity to enroll in the Aggregation Program on an opt-in basis. However, the Township cannot guarantee rates, terms, and conditions to consumers enrolling in the Aggregation Program after the initial 21-day opt-out period. In the event that a consumer is not initially included in the Aggregation Program and the consumer chooses to participate in the Aggregation Program after it has begun, that consumer may participate in the Aggregation Program by executing a contract to enroll in the established Aggregation Program with the selected CRNGS Provider delineating the rates, terms, and conditions prior to being placed into the Aggregation Program. Consumers may contact the Township's Consultant or CRNGS Provider to obtain current enrollment information and applicable contract.

Participants who relocate within the Township's limits and retain the same natural gas account number will be allowed to continue in the Aggregation Program at their new location under the same terms and conditions as at their former location, provided the utility rate classification is the same at both locations, and subject to any switching fees imposed by the natural gas distribution utility.

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

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

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

III. Plan of Operation and Governance

A. Definitions

1. **Aggregation:** Combining the natural gas requirements of multiple customers for the purpose of supplying or arranging for the supply of competitive retail natural gas service to those customers.
2. **Aggregation Program Manager or Consultant:** The individual or company retained by the Township to oversee the operation and management of the Township's Aggregation Program.
3. **Competitive Retail Natural Gas Service (CRNGS):** A component of retail natural gas service that is deemed competitive under the Ohio Revised Code or pursuant to an order of the PUCO. This includes, but is not limited to, the services provided by competitive retail natural gas service providers, marketers, aggregators, and governmental aggregators.
4. **Competitive Retail Natural Gas Service Provider (CRNGS Provider):** A person or entity certified by the PUCO and registered with natural gas utility which supplies or offers to supply competitive natural gas supply/service over a natural gas utility's transmission and/or distribution system.
5. **Consumer:** Any person or entity that is an end user of natural gas and is connected to any part of the applicable natural gas utility's transmission and/or distribution system within the Township's boundaries.
6. **Delivery Charge:** Charge imposed by the natural gas utility for delivering natural gas to a consumer's home or business. The charge includes meter reading, billing, maintaining system reliability and responding during emergencies and outages.
7. **Distribution:** The delivery of natural gas to a consumer's home or business through a natural gas utility's infrastructure and other equipment. Natural gas utilities' distribution system operations are regulated by the PUCO.
8. **Natural Gas Supply Charge:** All charges related to the supply of natural gas by the CRNGS Provider.

9. **Governmental Aggregator:** An incorporated Township or city, township, or county acting as an aggregator for the provision of a CRNGS under authority conferred by Section 4929.26 of the Ohio Revised Code.
10. **Ohio Consumers' Counsel (OCC):** The Office of the Ohio Consumers Counsel (OCC) was established by the Ohio Legislature in 1976 to represent the interests of Ohio's residential utility customers served by investor-owned utilities in proceedings before the PUCO, other regulatory agencies, and in the courts.
11. **Participant:** An eligible consumer enrolled in the Township's Aggregation Program.
12. **Public Utilities Commission of Ohio (PUCO):** The state agency charged with assuring that all residential and business consumers have access to adequate, safe, and reliable utility services at fair prices, while facilitating an environment that provides competitive choices.
13. **Standard Choice Offer:** The natural gas service a consumer will receive from its default natural gas service provider if the customer does not choose a CRNGS Provider.

B. Aggregation Program Management

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

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

Oversight of the Aggregation Program will be the responsibility of the Township's Consultant, in consultation with the Township. The Consultant, in

consultation with the Township, will have the authority to develop specifications for the Aggregation Program. The CRNGS Provider will work under the direction of the Consultant with the advice and counsel of the Township.

C. Selection of a CRNGS Provider and Contract

Neither the Township nor its Consultant will buy and resell natural gas to Aggregation Program Participants. The Township, through its Consultant, will negotiate with potential CRNGS providers to provide affordable, reliable natural gas supply, and other related services on behalf of local consumers. The Township will consider cooperating with other governmental aggregators if it appears beneficial to do so.

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

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

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

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

D. Natural Gas Supply Charges

The Township, through its Consultant, will aggregate natural gas requirements within the Township's applicable boundaries (including Township facilities if appropriate) and negotiate mutually agreeable pricing, terms, and conditions of service with the CRNGS Provider for affordable, reliable natural gas supplies and other related services on behalf of Participants. The Township may pursue this purpose individually or in cooperation with other legislative authorities. CRNGS Providers will supply information on natural gas supply charges by utility customer rate classification or other appropriate pricing category as approved by the Township. All natural gas supply charges will be fully and prominently disclosed in consumer enrollment materials, the opt-out notice, and will be subject to approval by the Township.

E. Columbia's Regulated Customer Classifications and Rates

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

It is the intention of the Township to offer its Aggregation Program to all eligible residential and non-mercantile commercial customers for which the CRNGS Provider can offer discounted energy costs for those who participate in the Aggregation Program and/or other favorable economic and non-economic terms in the supply agreements compared to the natural gas utility's avoidable costs or price to compare or standard offer service.

F. Developing the Pool of Eligible Accounts

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

- Customer name;
- Customer service address;
- Customer billing address;
- Natural gas utility customer account number;
- Natural gas utility rate code;
- Natural gas utility PIPP code;
- Customer usage data;

- Whether or not a customer has a present contract with a CRNGS Provider; and
- Whether or not a customer has a special service contract with the natural gas utility.

From this information, the Township, its Consultant, and the CRNGS Provider will develop the pool of customers eligible to participate in the Aggregation Program, for which the CRNGS Provider can offer discounted energy costs for those who participate in the Aggregation Program and/or other favorable economic and non-economic terms in the supply agreements.

G. Initial Consumer Notification and Enrollment

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

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

Consumers may opt out of the Aggregation Program by returning a post card, by calling a toll free number, or by any other means or form provided in the opt-out letter.

After the initial 21-day opt-out period has elapsed, all eligible consumers who have not notified the Township of their desire to opt out of the Aggregation Program will be enrolled automatically by the CRNGS Provider at the earliest date practicable. No other affirmative steps will be required of consumers in order to be included in the Aggregation Program as Participants.

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

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

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

H. Leaving the Aggregation Program

In addition to the initial opt-out period described above, each Participant will be given an opportunity to opt out of the Aggregation Program every two years without paying an early termination fee or penalty as required by law and PUCO rules. Consumers who choose to opt out of the Aggregation Program at any time other than during the initial 21-day opt-out period or during subsequent opt-out periods offered by the Township may be subject to an early termination fee and may not be served under the same rates, terms, and conditions that apply to other customers served by the natural gas utility.

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

I. CRNGS Provider Responsibilities

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

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

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

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

J. New and Returning Participants

Participants who leave the Aggregation Program and wish to return, consumers who affirmatively choose to participate in the Aggregation Program, and consumers who move into the Township after the initial opt-out period will be afforded the opportunity to enroll in the Aggregation Program on an opt-in basis. However, the Township cannot guarantee rates, terms, and conditions to consumers enrolling in the Aggregation Program after the initial 21-day opt-out period. In the event that a consumer is not initially included in the Aggregation Program and the consumer chooses to participate in the Aggregation Program by executing a contract to enroll in the established Aggregation Program with the selected CRNGS Provider delineating the rates, terms, and conditions prior to being placed into the Aggregation Program. Consumers may contact the Township's Consultant to obtain current enrollment information and applicable contract to opt-in to the established Aggregation Program.

Participants who relocate within the Township limits and retain the same natural gas utility account number will be allowed to continue in the Aggregation Program at their new location under the same terms and conditions as at their former location, provided the natural gas utility rate classification is the same at both locations, and subject to any switching fees imposed by the consumer's natural gas utility. The CRNGS Provider will comply with all local, state and federal rules and regulations regarding discontinuing service to Aggregation Program Participants.

K. Billing

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

L. Questions and Concerns

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

Participants with questions or concerns regarding service delivery or safety, such as a service problem or the odor of gas, should continue to contact their natural gas distribution utility. Meter reading or other billing questions should also be directed to their natural gas distribution utility. Questions regarding Aggregation Program

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

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

M. Reliability and Indemnification of Consumers

Natural gas service reliability is essential to Aggregation Program Participants. The Township will strive to provide high-quality service and reliability through provisions of the CRNGS Provider contract, through traditional proceedings related to your natural gas utility's regulated distribution services, and through direct discussions with your natural gas utility concerning specific or general problems related to quality and reliability of its transmission and distribution system.

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

N. Participant Rights

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

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

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

Service under the Aggregation Program shall be available to all eligible customer classes. CRNGS Provider contracts shall also contain non-discrimination provisions to ensure the equitable treatment of all customer classes.

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

O. Participant Responsibilities

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

P. Termination of the Aggregation Program

The Aggregation Program may be discontinued upon the termination or expiration of the CRNGS Provider contract without any extension, renewal, or subsequent contract being executed. In the event of Aggregation Program termination, each Participant will receive written notification of the termination at least 60 days prior to such program termination and will have the option to return to the applicable natural gas utility's Standard Choice Offer or select another approved CRNGS Provider.