

Subject: Russell Twp Natural Gas Pricing
From: Ryan Boucher <ryan@utility-savings.net>
Date: 7/26/2016 10:59 AM
To: Chuck Walder <cwalder@russelltownship.us>, Brittany Milite <bmilite@russelltownship.us>

Chuck,
Here are the rates we can lock in for you, the expiring contract rate is \$4.30 per mcf

October start
12 months fixed \$3.24
24 months fixed \$3.34 ✓
36 months fixed \$3.44 ✓

12 and 24 months variable Nymex + \$0.00

Please let me know if you have any thoughts or questions.

Thank you,
Ryan Boucher

Director of Business Development

Office 866-892-0910

Cell 724-991-0692

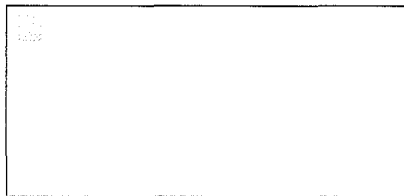
Fax 440-536-9553

Ryan@utility-savings.net

LinkedIn <http://www.linkedin.com/in/ryanboucherhpttechnologiesinc>



30 Years in the Energy Industry



Subject: Russell Twp Natural Gas Agreement
From: Ryan Boucher <ryan@utility-savings.net>
Date: 8/2/2016 4:13 PM
To: Chuck Walder <cwalder@russelltownship.us>

Chuck,
Per our conversation I have attached the 36 month fixed natural gas agreement and the tax exemption forms for signature. The market was flat and the price is still good through tomorrow. If you have questions please let me know.

Thank you,
Ryan Boucher

Director of Business Development

Office 866-892-0910

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H.P. Technologies, Inc.

Our Energy Saves You Money!



30 Years in the Energy Industry



— Attachments: —

Russell Twp MCE 36m F CNGA 080316.pdf

547 KB



COMMERCIAL GAS CUSTOMER CHOICE CONTRACT

TERM EXPIRATION September 2019	PRICE PER CCF \$3.44 / mcf	PRICING DATE 08/03/2016	CONTRACT NO
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Russell Fire Department

NAME OR COMPANY AS IT APPEARS ON BILL

14921 Chillicothe Rd

440-338-8155

SERVICE ADDRESS

HOME PHONE / BUSINESS

Novelty Ohio 44072

PHONE

CITY STATE ZIP
P.O. Box 522

FAX
cwalder@russelltownship.us

MAILING ADDRESS (IF DIFFERENT THAN APPEARS ABOVE)
Novelty Ohio 44072

EMAIL

8441200480002

11213620

ACCOUNT NUMBER (NO DASHES)

METER NUMBER (NO DASHES)

SEE ATTACHMENT "A" FOR ADDITIONAL ACCOUNTS AND/OR METERS TO BE ENROLLED

Check Utility: DUKE ENERGY DOMINION EAST OHIO COLUMBIA GAS VECTREN

(Optional) Deal Code: _____ (Optional) Deal Description: 36 months Fixed \$3.44 mcf Oct 2016 start

Referred by: _____ Agent Code: 1901

I acknowledge that I am the account holder or legally authorized person to execute a contract and legally bind the business in this contract. I understand that by signing this contract, I am switching the gas Supplier for this commercial account to My Choice Energy. I understand that gas purchased for this commercial account by My Choice Energy will be delivered through the delivery system of the utility identified above. The account holder or legally authorized person to execute this contract that binds the business to this contract has 7-days after notification from your Utility to cancel this contract for any reason through written or verbal notification to My Choice Energy.

Purchaser Signature: [Signature] Company Title: FISCAL OFFICER

Printed Name: CHARLES E. WALDER Date: 8-3-16

Please Check: Account Holder Authorized Person TPV# N/A

If you are an Authorized Person, what is your relationship with the Account Holder? _____

A Confirmation Letter will be sent to you within 7 days from today, to confirm your contract.

Toll Free: 1-888-505-9104
 470 Olde Worthington Road, Ste 200
 Columbus, Ohio 43082
 Direct: (614) 410- 6630 Fax: (614) 414-6899
www.fostermchoice.com
 Customer Service E-mail: mychoice@fosteroil.com
 Customer Service Hours: 9:00 a.m. to 5:00 p.m. (Eastern), weekdays, except holidays



**COMMERCIAL NATURAL GAS SUPPLY AGREEMENT
ATTACHMENT A**

TERM EXPIRATION

September 2019

PRICE PER UNIT

\$3.44 / MCF

PRICING DATE

08/03/2016

CONTRACT NO

CHECK UTILITY:

- CONSUMERS ENERGY
- DTE/MICHCON
- SEMCO ENERGY
- MICHIGAN GAS UTILITY
- Dominion East Ohio
- COLUMBIA GAS OF OHIO

Russell Twp

08/03/2016

NAME OR COMPANY

DATE

440-338-8155

HOME / BUSINESS PHONE

FAX NUMBER

AUTHORIZED SIGNATURE

PRINTED NAME

CHARLES E. WARNER

PLEASE FILL IN ALL REQUIRED INFORMATION FOR EACH ACCOUNT:

CHECK HERE IF CUSTOMER RECEIVED A COPY OF THE TERMS AND CONDITIONS FROM AGENT. AGENT NO

1901

SERVICE NAME	SERVICE ADDRESS				ACCOUNT NUMBER	METER NUMBER
	ADDRESS	CITY	STATE	ZIP CODE		
Russell Twp Trustees	14810 Chillicothe Rd	Russell	Ohio	44072	6500014820066	13795102
Russell Twp Trustees	14820 Chillicothe Rd	Russell	Ohio	44072	6500034021607	11279516
Russell Twp Trustees	15625 Chillicothe Rd	Chagrin Falls	Ohio	44022	6441200480181	19734030
Russell Twp Trustees	14880 Chillicothe Rd	Novelty	Ohio	44072	6440400480172	14603610
Russell Twp Trustees	8501 Kinsman Rd	Novelty	Ohio	44072	1441200480193	13793667
Russell Twp Trustees	8455 Fairmount Rd	Novelty	Ohio	44072	6500047206931	12201655



STEC-B
Rev. 3/15/04

Sales and Use Tax Blanket Exemption Certificate

The purchaser hereby claims exception or exemption on all purchases of tangible personal property and selected services made under this certificate from:

My Choice Energy

(vendor's name)

and certifies that the claim is based upon the purchaser's proposed use of the items or services, the activity of the purchase, or both, as shown hereon:

100%
Government Buildings

Purchaser must state a valid reason for claiming exception or exemption.

Russell Twp

Purchaser's name

8501 Kinsman Rd

Street address

Novelty, Ohio, 44072

City, state, ZIP code

Signature

FISCAL OFFICER

Title

8-3-2016

Date signed

TIN: 34-6002337

Vendor's license number, if any

Vendors of motor vehicles, titled watercraft and titled outboard motors may use this certificate to purchase these items under the "resale" exception. Otherwise, purchaser must comply with either rule 5703-9-10 or 5703-9-25 of the Administrative Code.

This certificate cannot be used by construction contractors to purchase material for incorporation into real property under an exempt construction contract. Construction contractors must comply with rule 5703-9-14 of the Administrative Code.

MY CHOICE ENERGY

OHIO COMMERCIAL TERMS AND CONDITIONS

My Choice Energy (“MCE”) will supply natural gas to the account holder’s place of business for heating and/or processing, subject to the eligibility requirements of the local utility identified above (“Utility”), and acceptance by MCE. MCE is a certificated competitive retail natural gas supplier by the Public Utility Service Commission (“PUCU”) and is an authorized participant in your Utility’s Natural Gas Customer Choice Programs (“Choice Program”).

- 1. Utility Services.** By signing this Contract I am authorizing MCE to be my agent for purposes of requesting payment and usage history, supplying my natural gas requirements, and enrolling me as a participant in the Choice Program with my Utility under the below stated terms and conditions, which I have read and agreed to. Your social security number and/or account number will not be released without your affirmative written consent except where such released is required by court order or by PUCO order or rule. As a participant in the Choice Program, only the supplier of your natural gas will change. All other functions, including delivery, repair, billing, meter reading, and customer service will continue to be provided by the Utility. You will continue to call your Utility in the event of an emergency or service outage.
- 2. Terms and Contract Renewals.** Service will begin on the Utility’s next available meter reading date after the processing of the Contract by the Utility, and will continue through the Term Expiration date in accordance with this Contract unless terminated earlier or continued as provided in this Contract. MCE will mail a renewal offer at least 45 days, and not more than 90 days, prior to the Term Expiration date in the Contract. If MCE does not hear back from you, MCE will continue supply your natural gas on a month-to-month basis after the initial Term Expiration date stated on the front of this Contract. As part of the qualifying process, MCE reserves the right to investigate your credit and payment history, and/or your utility account status. MCE reserves the right to decline your enrollment if your financial conditions under MCE’s credit policy, or your Utility status, is unsatisfactory.
- 3. Pricing.** The price shall be a monthly fixed or variable rate per ccf, as indicated on the front of this Contract and in accordance with the terms and conditions of this Contract. After the initial term, if you do not cancel according to Section 4 of this Contract, and you have not agreed to a new fixed price and term, your Contract with MCE will automatically continue on a month-to-month basis at then current market rates without providing additional notification. For all service provided under this Contract, you will continue to be responsible for all charges assessed by the Utility, including any fees, surcharges or taxes associated with providing your service. If your business is exempt from Ohio sales tax, and we do not already have a copy of your exemption form, please mail us your exemption form. Without the form, we are required to collect sales tax and the Utility will add applicable taxes to your bill. In the event that any tax included in the price, or related expense, is modified due to legislation or regulation application to the Ohio Choice Program, we shall include such modification in our price. If you voluntarily return to the Utility after choosing MCE, you may be charged a price other than the Utility’s regulated sales service rate.
- 4. Early Termination Fee: a) Small Commercial:** You have the right to cancel this Contract at any time within 7 days of entering this Contract without penalty if your aggregated annual consumption is 5000 ccfs or less (500 Mcf). If you cancel this Contract after the 7 day grace period and prior to the Term Expiration date and your Term Expiration Date is one year or less from the date you signed, there will be a termination fee of \$50. If your Term Expiration date is more than one year from the date you signed, then the termination fee will be \$100. You may cancel this Contract without penalty if your account is beyond the initial Term Expiration date and under a Month-to-Month contract. The exercise of this right by you may occur through either verbal or written communication to MCE. **b) Large Commercial:** You have the right to cancel this Contract at any time within 7 days of entering this Contract without penalty if your aggregated annual consumption is greater than 5,000 ccfs (500 Mcf). If you cancel this Contract at any time under a fixed price/fixed term Contract, then you will be subject to an early termination fee as calculated below. The exercise of this right by you may occur through either verbal or written communication to MCE. “Liquidated Damages” is calculated by multiplying your projected consumption by the greater of twenty cents (\$0.20) per Ccf/ two

dollars (\$2.00) per Mcf or the difference between the price on the front of this contract and the market price on the date the contract was cancelled. Projected consumption is defined as the actual 12-month historical gas consumption as provided by your gas utility or, if actual data is not available, your Utility's estimate of average yearly gas consumption by customers in your rate class. This volume will be divided by 12 then multiplied by the number of months remaining in the Contract. Market price is defined as the average of the NYMEX plus Basis cost for each month remaining in the Contract. In the event MCE engages an attorney and/or agency to seek the collection of monies due under this Contract or to protect any other interest, with or without judicial proceedings, Customer agrees to pay and/or reimburse MCE for all reasonable fees and other costs and expenses incurred by MCE in connection with such collection efforts.

5. **Payment and Billing.** For both the initial Term and any subsequent renewal periods your Utility will continue to send you a single monthly bill covering the utility's distribution and monthly service charge as well as MCE's supply charge. MCE's supply charge **only replaces** the supply charge previously charged by your Utility. The total MCE supply charges for the applicable billing period is the amount of gas you consumed during the billing period multiplied by the Fixed Price agreed to on the front of this Contract. The MCE supply price does not include any sales or gross receipt tax. You agree to continue to pay your Utility for the entire gas bill under your utility's payment terms and conditions. In the event you fail to pay your bill or meet any other agreed-upon payment arrangement, your natural gas service may be terminated in accordance with the Utility's tariffs, and this Contract may be automatically terminated. You have the right to request from the Utility up to 24 months of your payment history for services rendered by MCE without charge. For any billing disputes regarding volumes or metering, please contact your Utility. For other questions regarding gas pricing only, contact MCE at 888-505-9104.

6. **Miscellaneous.** You must notify MCE promptly of any material changes in gas consumption after your initial enrollment. MCE may choose not to accept this Contract for any reason or to cancel this Contract if gas consumption does not reflect current home or business heating usage. This Contract and the confirmation letter reflect MCE's entire Contract and supersede any oral or written statements made in the connection with your gas supply. There may be delays in commencing gas service under this Contract and MCE is not responsible for any such delays. MCE may assign this Contract to another supplier authorized by the Utility and the PUCO, provided that MCE gives no less than 30 days written notice to you and the assignee assumes all of the responsibilities and duties under this Contract. Any notice required shall be deemed to have been made if delivered by mail to the appropriate party.

7. **Emergency Service.** In the event of an emergency or service outage, customers must call their Utility at the telephone number listed on the front of their bill and/or emergency personnel at 911.

8. **Liability and Force Majeure.** Liabilities not excused by reason of force majeure or otherwise shall be limited to direct actual damages. Neither party will be liable to the other for consequential, incidental, punitive, exemplary or indirect damages. These limitations apply without regard to the cause of the liability or damage. There are no third party beneficiaries to this Contract.

9. **Customer Care Service.** Questions and concerns about gas supply should be directed to the MCE Customer Care Center from 9:00 am until 5:00 pm Monday through Friday excluding holidays at 1-888-505-9104, or by sending a letter to 6034 King Rd., Marine City, MI 48039. You may email your inquiry to mychoice@fosteroil.com. MCE will refer all complaints to a representative who will acknowledge them promptly and work out a mutually satisfactory resolution. If your complaint is not resolved after you have called MCE and/or your Utility, or for general utility information, residential and business customers may contact the PUCO for assistance at 1-800-686-7826 (toll free) or for TTY at 1-800-686-1570 (toll free) form 8:00 am to 5:00 pm weekdays, or at www.PUCOohio.com.