

## **ORDINANCE NO. 03-08 AC CMS**

**AN ORDINANCE TO FACILITATE COMPETITIVE RETAIL NATURAL GAS SERVICE TO PROMOTE NATURAL GAS SAVINGS, LOWER COST NATURAL GAS SUPPLIES AND OTHER BENEFITS FOR CERTAIN NATURAL GAS CONSUMERS, AUTHORIZING ALL ACTIONS NECESSARY TO EFFECT AN OPT-OUT NATURAL GAS AGGREGATION PROGRAM PURSUANT TO SECTION 4929.26 OF THE OHIO REVISED CODE AND ARTICLE XVIII SECTION 4 OF THE OHIO CONSTITUTION; DIRECTING THE LORAIN COUNTY BOARD OF ELECTIONS TO SUBMIT A BALLOT QUESTION TO THE ELECTORS; AUTHORIZING AN AGREEMENT WITH AMERICAN MUNICIPAL POWER-OHIO ("AMP-OHIO) FOR SUCH PURPOSES; AND DECLARING AN EMERGENCY.**

**WHEREAS, Article XVIII Section 4 of the Ohio Constitution grants the City of Oberlin (the "Municipality") certain authority related to utility service; and**

**WHEREAS, pursuant to Chapter 4929 of the Ohio Revised Code, to facilitate competitive retail natural gas service to promote natural gas savings, lower cost natural gas supplies, and other benefits, certain governmental entities may aggregate certain natural gas consumers within their jurisdiction; and**

**WHEREAS, pursuant to Section 4929.26, Revised Code, the Municipality is authorized to establish an opt-out natural gas aggregation program ("Gas Aggregation") for the benefit of certain natural gas consumers within the Municipality so that the consumers may realize lower cost natural gas supplies and other benefits from the aggregation and collective purchasing of natural gas supplies; and**

**WHEREAS, Gas Aggregation provides an opportunity for natural gas consumers collectively to realize natural gas savings, lower cost natural gas supplies, and other benefits that the consumers may not otherwise be able to realize individually; and**

WHEREAS, the Municipality desires to submit to the electors of the Municipality the question of whether the Municipality should create a Gas Aggregation program to facilitate competitive retail natural gas service to promote natural gas savings, lower cost natural gas supplies, and other benefits in accordance with Section 4929.26, Revised Code; and

WHEREAS, this Ordinance constitutes an emergency measure providing for the immediate preservation of the public peace, property, health, or safety, in that opportunities to coordinate aggregation activities with certain suppliers of natural gas may become limited; and

WHEREAS, the Municipality has adopted this Ordinance pursuant to the authority conferred by Article XVIII Section 4 of the Ohio Constitution and Section 4929.26, Revised Code.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Oberlin, County of Lorain, State of Ohio, five-sevenths (5/7ths) of all members elected thereto concurring:

SECTION 1. This Council finds and determines that to facilitate competitive retail natural gas service to promote natural gas savings, lower cost natural gas supplies, and other benefits, it is in the best interest of the Municipality and certain natural gas consumers within the jurisdiction of the Municipality to establish an opt-out natural Gas Aggregation program in the Municipality pursuant to Section 4929.26, Revised Code. Provided that this Ordinance and the Gas Aggregation program is approved by the electors of the Municipality In

accordance with this Ordinance, the Municipality is hereby authorized to take all actions necessary to affect a Gas Aggregation program pursuant to Section 4929.26, Revised Code. The Municipality may exercise this authority jointly with other entities to the full extent permitted by law, and for such purposes, the City Manager of the Municipality is hereby authorized to execute and deliver an agreement with American Municipal Power-Ohio ("AMP-Ohio") to assist the Municipality as its consultant and agent to effect the Gas Aggregation program. Actions necessary to affect the Gas Aggregation program include determining and entering into service agreement(s) with natural gas suppliers to facilitate the sale and purchase of all natural gas commodity and services to serve the enrolled natural gas consumers. The Municipality shall be authorized by the electors to be the only entity authorized to act for and on behalf of the enrolled natural gas consumers to determine and select the natural gas supplier(s) to provide the commodity and all other services for the Gas Aggregation program and the enrolled consumers.

SECTION 2. The Gas Aggregation program shall not apply to persons meeting any of the following criteria, as more specifically described in Section 4929.26(A)(2), Revised Code: (i) the person is both a distribution service customer and a mercantile customer, (ii) the person has an existing commodity sales service contract with a retail natural gas supplier, (iii) the person has an existing commodity sales service as part of a retail natural gas aggregation pursuant to

Rules and Orders of the Public Utilities Commission of Ohio ("Commission"), or (iv) such other persons that are not eligible pursuant to Rules and Orders of the Commission or the plan of operations and governance (the "Plan") for the Gas Aggregation program.

SECTION 3. The Board of Elections of Lorain County is hereby directed to submit the following question to the electors of the Municipality at the primary election on May 6<sup>th</sup>:

To facilitate competitive retail natural gas service to promote natural gas savings, lower cost natural gas supplies, and other benefits, shall the City of Oberlin have the authority to aggregate retail natural gas loads located in the City of Oberlin and enter into service agreements for the sale and purchase of natural gas commodity and other services, such aggregation to occur automatically, except where any person affirmatively elects not to be so enrolled by a stated procedure?

FOR, the City of Oberlin to facilitate competitive retail natural gas service to promote natural gas savings and other benefits by acting as an aggregator.

NOT FOR, the City of Oberlin to facilitate competitive retail natural gas service to promote natural gas savings and other benefits by acting as an aggregator.

SECTION 4. The Clerk of this Council is instructed to file a certified copy of this Ordinance and the proposed form of the ballot question with the Lorain County Board of Elections not later than February 20<sup>th</sup>, which is seventy-five (75) days prior to May 6<sup>th</sup>. The Gas Aggregation program shall not take effect unless approved by a majority of the electors voting upon the proposed ballot question at the election held in accordance with this Ordinance and Sections 4929.26,

Revised Code. Upon approval, the Gas Aggregation shall take effect at the earliest permissible point in time and continue thereafter in accordance with Section 4929.26, Revised Code, and other requirements of Chapter 4929, Revised Code.

SECTION 5. Upon approval by a majority of the electors voting at the election provided for in this Ordinance, the Municipality shall develop and adopt a Plan of operations and governance for the Gas Aggregation program. Consumers enrolled in the Gas Aggregation program shall be supplied their natural gas requirements and other services in accordance with supply agreement(s) determined and arranged by the Municipality, as opportunities become available to provide benefits on behalf of the natural gas consumers enrolled in the Gas Aggregation program and the consumers located within the jurisdiction of the Municipality. The Municipality shall be authorized by the electors to be the only entity authorized to act for and on behalf of the natural gas consumers that have enrolled in the Gas Aggregation program to determine and select the natural gas supplier(s) to provide the commodity and all other services for the Gas Aggregation program and the enrolled consumers. Before adopting such Plan, at least two public hearings on the Plan shall be held. Before the first hearing, notice of the first hearing shall be published once a week for two consecutive weeks in a newspaper of general circulation in the Municipality. The notice shall summarize the Plan and state the date, time, and location of each hearing.

SECTION 6. The adopted Plan shall not aggregate any retail natural gas load within the Municipality, unless the person whose retail natural gas load is to be so aggregated is notified in advance that the person will be enrolled automatically in the Gas Aggregation program and shall remain so enrolled, unless the person affirmatively elects not to be so enrolled by a stated procedure. The disclosure shall state the rates, charges, and other terms and conditions of the enrollment. Once enrolled the consumer may only opt-out of the Gas Aggregation program every two years without paying a switching fee. Any such person that opts-out of the Gas Aggregation program shall default to the natural gas company providing distribution service for the person's retail natural gas load, until the person chooses an alternative supplier.

SECTION 7. That the Lorain County Board of Elections shall cause an appropriate notice to be duly given of the election to be held on May 6th on the foregoing proposal and otherwise to provide for such election in the manner provided by the laws of the State of Ohio.

SECTION 8. This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in those formal action were in compliance with the Law.

SECTION 9. That this Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health and safety of the citizens of the City of Oberlin, Ohio, to wit:

"to ensure that a proposed ballot issue is authorized by City Council and filed with the Lorain County Board of Elections in compliance with the time limitations provided by law", and shall take effect immediately upon passage.

PASSED: 1<sup>st</sup> Reading - January 21, 2003  
2<sup>nd</sup> Reading- February 3, 2003 (E)  
3<sup>rd</sup> Reading -

ATTEST:

  
CLERK OF COUNCIL

  
CHAIR OF COUNCIL

POSTED: February 4, 2003

EFFECTIVE DATE: February 4, 2003

CHAIRMAN  
Thomas J. Smith  
MEMBERS  
Robert G. Rousseau  
John S. Blevins  
Anthony B. Giardini

# LORAIN COUNTY BOARD OF ELECTIONS

115 Cedar Street  
Elyria, Ohio 44035-5681  
Telephone (440) 326-5901  
(440) 326-5900

DEPUTY  
Marilyn A. Jacobcik

DEPUTY CLERK  
Iris E. Gracia

April 2003

03-21-03 110:25 IN

Oberlin City Council Clerk  
85 S. Main St.  
Oberlin OH 44074

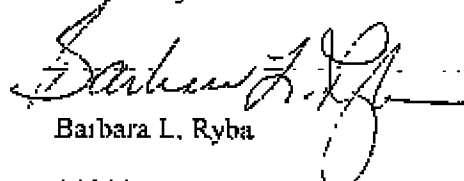
Dear Sir or Madam

Enclosed is a proof for the issue( or issues) that will appear on the Primary Election ballot on May 6, 2003. Please disregard the ballot position numbers as they are subject to change. We would appreciate your reviewing this proof and notifying us of any questions you might have regarding the wording.

Please sign the form below and return to our office as soon as possible.

Thank you for your cooperation.

Yours truly

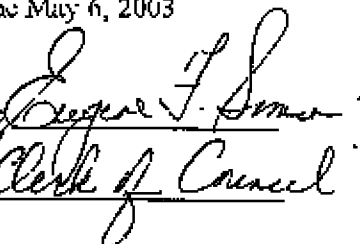
  
Barbara L. Ryba

We acknowledge receipt of the proof of the issue (or issues) to appear on the May 6, 2003  
Primary Election Ballot.

Subdivision

Oberlin City

Signature



Title

Clerk of Council

Date:

3/21/03

Return to: Lorain County Board of Elections  
115 Cedar St., Elyria, OH 44035

J006

**OFFICIAL QUESTIONS AND ISSUES BALLOT  
SPECIAL ELECTION - MAY 6, 2003  
LORAIN COUNTY**

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**24 PROPOSED NATURAL GAS AGGREGATION ORDINANCE  
OBERLIN CITY**

**A Majority Affirmative Vote Is Necessary For Passage.**

Shall the City of Oberlin have the authority to aggregate the retail natural gas loads located in the city and enter into service agreements for the sale and purchase of natural gas, such aggregation to occur automatically except where any person elects to opt out?

**YES 159 →**

**NO 160 →**

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J006

**AGREEMENT  
FOR MUNICIPAL NATURAL GAS AGGREGATION  
PROGRAM MANAGEMENT SERVICES  
BETWEEN  
AMPO, INC. AND THE CITY OF OBERLIN**

This Agreement For Municipal Natural Gas Aggregation Program Management Services (hereinafter "Agreement") dated Oberlin is made and entered into by and between AMPO, Inc. (hereinafter, "AMPO") and the City of Oberlin (hereinafter, "Municipality") has been agreed upon as of \_\_\_\_\_ ("Effective Date"). Either may also be referred to individually as "Party," and when referred to collectively, "Parties."

WHEREAS, AMPO provides consulting and other aggregation facilitation services to local governmental entities; and

WHEREAS, the Municipality desires to begin an opt-in or opt-out natural gas aggregation program, as authorized by Ohio Revised Code Chapter 4929, to promote competitive natural gas supplies and other benefits for its residents; and

NOW THEREFORE, in consideration of the promises and mutual covenants herein set forth, and for other good and valuable consideration, and intending to be legally bound, the parties agree as follows:

**Section 1 – SCOPE OF SERVICES**

AMPO will provide the services set forth in AMPO's Proposal for Municipal Natural gas Aggregation Program Management Services for the City of Oberlin, Ohio (hereinafter, "Proposal"), attached hereto and incorporated herein as Exhibit A. The Proposal covers consulting and facilitation services for the formation and operation of a natural gas municipal aggregation program as authorized by Chapter 4929, Ohio Revised Code.

**Section 2 – PAYMENT**

The certified retail natural gas supplier providing service to the Municipality's aggregation program shall compensate AMPO at the rate and in the manner set forth in AMPO's Proposal for the

services, Exhibit A hereto, so long as the certified retail natural gas supplier is providing services to underlying consumers pursuant to the Municipality's aggregation program.

### **Section 3 – TERM**

The initial term of this Agreement shall commence on the Effective Date and shall continue for the duration of any agreement or contract between the Municipality and any retail natural gas supplier selected to serve the Municipality's natural gas aggregation program, and thereafter shall continue for successive periods of one year unless terminated by either Party by giving not less than ninety (90) days' written notice of such termination prior to the end of the initial term or any successive or renewal periods.

### **Section 4 – INDEPENDENT PARTIES AND LIABILITY**

Nothing in this Agreement shall constitute or be construed as constituting or tending to create an agency, partnership, master-servant or employer-employee relationship between AMPO and Municipality. This Agreement does not confer any rights or remedies upon any person or entity not a Party to this Agreement. Neither party shall be liable to a third party not a Party to this Agreement for any unauthorized act or omission on the part of the other Party, nor for any unauthorized obligation or debt incurred by the other Party.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, AND ALL CLAIMS FOR DAMAGE SHALL BE LIMITED TO TERMINATION OF THIS AGREEMENT AND DIRECT DAMAGES.

### **Section 5 – Confidentiality**

In the course of fulfilling their duties and obligations under this Agreement, each Party may obtain access to proprietary information of the other party (hereinafter, "Protected Information"). Protected Information includes but is not limited to marketing strategies, customer data, and pricing information. The parties shall take care so as not to disclose Protected Information, whether transmitted in paper, electronically, or verbally.

Information that is disclosed by one Party to the other which the disclosing party believes is proprietary shall be deemed Protected Information, only if such claim of confidentiality is conspicuously disclosed in writing or other tangible form that is marked "confidential" or "proprietary" at the time of transmittal or if disclosed verbally is described as confidential or proprietary at the time of the conversation and the disclosing party also supplements the verbal transmittal with a transmittal in writing or other tangible form that is conspicuously marked "confidential" or "proprietary" within five (5) days of the verbal disclosure. Each party shall have the right to correct any inadvertent failure to designate information as Protected Information by providing the other Party with timely written notification of the error, and the designated information shall be treated as Protected Information from the time a Party receives the written notification. If either Party makes an unauthorized disclosure of the other Party's Protected Information, that fact shall be communicated to the disclosing Party and the disclosing Party shall take reasonable efforts to retrieve the lost or disclosed information. Notwithstanding such claims of

confidentiality, the Party to whom Protected Information is disclosed shall have no obligation to preserve the confidential nature of any information which includes but is not limited to information that (i) was previously known to such Party free of any obligation to keep it confidential, (ii) is or becomes publicly available by means other than unauthorized disclosure; (iii) is developed by or on behalf of such Party independent of any information furnished by the Party seeking confidential treatment; or (iv) is received from a third party when such disclosure does not violate the confidentiality obligations under this Agreement.

In the event that the receiving Party or its representatives need to make disclosures of Protected Information or becomes legally compelled to disclose any Protected Information or is required to disclose Protected Information pursuant to its public records requirements, the receiving Party shall provide the disclosing Party with timely notice so that procedures may be developed to limit the disclosure to the greatest extent possible or so that the disclosing Party may seek a protective or other order to limit disclosure. A receiving Party shall furnish only that portion of the Protected Information that is required to be disclosed and shall do so only upon the advice of the receiving Party's legal counsel.

Protected Information shall be deemed the property of the disclosing Party. The receiving Party shall return or destroy all designated Protected Information within ten (10) business days of receiving a written request by the disclosing Party that the designated Protected Information is being withdrawn from the receiving Party's possession and control. In case the receiving Party elects to destroy the designated Protected Information, it shall certify in writing to the destruction of the information.

Notwithstanding any of the foregoing, each Party may retain one (1) copy of the same solely for record retention purposes and subject to the terms and conditions contained herein.

## **Section 6 – OTHER PROVISIONS**

### **a. Entire Agreement**

This Agreement contains all of the terms and conditions of the agreement reached by the Parties hereto, and supercedes all prior oral or written agreements with respect to this Agreement. This Agreement may not be modified, amended, altered or supplemented, or the provisions hereof waived, except by written agreement signed by the Parties hereto.

### **b. Applicable Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. The Parties consent to and shall not challenge the jurisdiction of the courts of Franklin County, Ohio over this Agreement.

### **c. Notice**

Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be sent by overnight express service or mailed by certified mail, return receipt requested, postage prepaid, addressed to the Party at the addresses set forth above. All notices and other communications shall be deemed given at the expiration of three days after the date of mailing. The address of a Party to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other Party according to the terms herein.

AMPO:

AMPO General Manager  
2600 Airport Drive  
Columbus, Ohio 43219

Municipality:

Steve R. Dupee

Electric Director

Oberlin Light & Power

289 South Professor Street

Oberlin, Ohio 44074

**d. Waiver**

No waiver of any term, provision, or conditions of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.

**e. Severability**

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction. The non-enforcement of any provision by either Party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

**f. Counterparts**

This Agreement may be executed and delivered in counterparts, each of which shall for all purposes be treated as the original hereof and all of which shall constitute a single agreement.

**g. Prefatory Statements**

The Parties hereto agree and acknowledge that the prefatory statements in this Agreement are intended to be and shall be a part of the provisions of this Agreement.

**h. Assignment**

This Agreement may not be assigned by any of the Parties without the prior written consent of the other Party, and may not be amended or modified except by a written agreement signed by each Party.

Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of any permitted successors and assigns.

**i. Representations and Warranties**

Each Party represents and warrants to the other the following: (a) It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, in good standing; (b) It has the corporate, governmental and/or other legal capacity, authority and power to execute and deliver this Agreement, and to perform its obligations under this Agreement and has taken all necessary action to authorize such execution, delivery and performance; (c) The execution, delivery and performance of this Agreement by it will not result in any breach of or default under any term or provision of any agreement, instrument, judgment, decree, order, statute, rule or governmental regulation to which it is a party or by which it may be bound. Each person who executes this Agreement on behalf of either Party represents and warrants that he or she has full and complete authority to do so and that such Party will be bound by the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of the Effective Date.

AMPO, Inc.

By: Marc S. Gerken  
Marc S. Gerken, P.E.  
President

Date: 2/14/03

MUNICIPALITY:

By: Robert G. DiSpirito  
Robert G. DiSpirito  
City Manager  
Approved as to form:

Date: 2/4/03

By: Eric Severs  
Eric Severs  
City Solicitor

Date: 2-6-03

Exhibit A



# Proposal for Municipal Natural Gas Aggregation Program Consulting Services for the City of Oberlin, Ohio

AMPO, Inc.  
2600 Airport Drive  
Columbus, Ohio 43219  
January 7, 2003

## **Organization Background**

### **AMP-Ohio**

Founded in 1971, Columbus based American Municipal Power-Ohio (AMP-Ohio) was organized as a nonprofit corporation for the purpose of owning and operating electric facilities or otherwise providing for the generation, transmission and/or distribution of electric power and energy to its member communities. Members include 80 of Ohio's 86 municipally owned electric systems, two West Virginia public power communities and three in Pennsylvania, ranging in size from 116 customers to more than 80,000 customers. Collectively, AMP-Ohio member communities serve approximately 364,000 customers.

AMP-Ohio coordinates, negotiates and develops power supply options and interchange agreements on behalf of its members. AMP-Ohio also owns and operates the Richard H. Gorsuch Generating Station, a 213-megawatt coal-fired facility located in Marietta, Ohio, that provides power to 48 participating communities, and has undertaken an ambitious program of siting distributed generation in member communities throughout Ohio. In addition, AMP-Ohio serves as an independent project manager for Ohio members participating in joint ventures to share ownership of power generation and transmission facilities, including the OMEGA JV5 project, a 42 MW run-of-the-river hydroelectric power station completed on the Ohio River in 1999.

AMP-Ohio also operates a sophisticated 24-hour energy control center that monitors electric loads and transmission availability, dispatches, buys and sells power and energy and controls AMP-Ohio and member-owned generation. A competent in-house engineering, operations, safety, power supply, key accounts, economic development, rate and environmental staff is available at AMP-Ohio's headquarters to assist member communities in addition to performing AMP-Ohio duties and providing support to the joint ventures.

AMP-Ohio's knowledgeable, experienced staff understands the unique challenges faced by local government staff and elected officials. AMP-Ohio is governed by a 16-member Board of Trustees, all of who are local government representatives, and a number of AMP-Ohio staff members—including its president—once worked for local governments.

### **AMPO, Inc. ("AMPO")**

Formed in 1998, AMPO, Inc. is a wholly owned, taxable subsidiary of AMP-Ohio whose purpose is to provide direction and service to local governments and other energy consumers in evolving energy markets. This includes the development and implementation of local electric and natural gas aggregation programs, review and negotiation of energy contracts, and the evaluation and implementation of energy supply alternatives for local business, industry and government. AMPO, Inc. has been an approved supplier in the Columbia Gas of Ohio CHOICE<sup>SM</sup> and Dominion East Ohio Energy Choice programs and currently works with over 40 Ohio communities to offer natural gas and/or electric aggregation programs to residential and small commercial customers.

## **Scope of Services**

AMPO, Inc. proposes to perform the following services on behalf of the municipality:

### *Phase I—Developing and Implementing A Municipal Natural Gas Aggregation Program*

- Provide and assist with developing model ordinances to create opt-in or opt-out natural gas aggregation programs.
- Coordinate and work with municipal local officials and staff to develop a procurement strategy for reliable and competitive natural gas supplies and related services for the natural gas aggregation program.
- Assist with the preparation of a Plan of Operation and Governance for the natural gas aggregation program.
- Coordinate and assist with the preparation and filing of the required aggregation certification documents with the Public Utilities Commission of Ohio (“PUCO”).
- Assist with performing the PUCO requirements for governmental aggregation programs.
- Provide consulting services and administer the process of negotiating with certified natural gas suppliers, developing and soliciting requests for quotations (“RFQ”) or requests for proposals (“RFP”).
- Evaluate and manage the ongoing negotiations and/or RFQ or RFP.
- Analyze the negotiations and/or RFQ or RFP’s from certified retail natural gas suppliers and make recommendations to local officials and staff.
- Assist with developing and negotiating the contract with the certified retail natural gas supplier to serve the aggregation program.
- Assist the municipality in executing and administering agreements with the selected certified retail natural gas supplier.

### *Phase II—Municipal Natural Gas Aggregation Program Management Services*

- Coordinate the PUCO customer notifications and other requirements for enrolling residents in the municipal natural gas aggregation program.
- Work with and assist the municipality, the certified retail natural gas supplier, and the natural gas local distribution company to facilitate the enrollment of customers in the municipal natural gas aggregation program at the earliest date practicable.
- Work with the certified retail natural gas supplier to coordinate and communicate with the municipality regarding enrollments in the municipal natural gas aggregation program, cost savings to participants, and other related matters.
- Assist the municipality in developing effective consumer education materials to explain the aggregation program and make community presentations as needed.
- Assist with monitoring proceedings of applicable legislative and regulatory bodies and provide analysis and updates on changes that may impact the municipal natural gas aggregation program, its participants, or the municipality.

- Represent the municipality at meetings with the certified retail natural gas supplier and the local distribution company concerning the municipal natural gas aggregation program rates, terms and conditions of service, customer concerns, etc.
- Assist and work with the municipality to prepare and file annual reports required by the PUCO and Section 4905.10(A) and Section 4911.18(A), Ohio Revised Code.
- Coordinate with municipal legal counsels to facilitate legal reviews and/or opinions that may be needed in connection with the aggregation program. Please note that the performance of any legal work, including but not limited to the legal reviews and/or opinions, are beyond the scope of AMPO's services.
- As the initial term of the certified retail natural gas supplier contract agreement nears its end, repeat Phase I activities to secure ongoing competitive natural gas supplies and related services for the municipal natural gas aggregation program.

### **Schedule**

AMPO, Inc. is in position to commence work on this project upon notification to proceed.

### **Compensation**

**Phase I:** AMPO, Inc. proposes to provide the above-described Phase I consulting services at no cost to the City of Oberlin, since the city is a member of AMP-Ohio.

**Phase II:** AMPO, Inc. proposes to provide the above-described Phase II consulting services for one-half cent per hundred cubic feet (\$0.005 per Ccf) delivered under the municipal natural gas aggregation program, to be paid by the certified retail natural gas supplier.

### **Additional Experience**

AMPO, Inc. is currently assisting or has assisted the following Ohio communities in the development and implementation, or administration of municipal electric aggregation programs:

City of Alliance  
City of Bexley  
City of Defiance  
City of Dublin  
City of Gahanna  
City of Huron  
Village of LaGrange

City of Lancaster  
City of London  
City of Louisville  
City of Reynoldsburg  
City of Oberlin  
Village of Stryker  
City of Upper Arlington

AMPO, Inc. is currently assisting or has assisted the following Ohio communities in the development, implementation, or administration of municipal natural gas aggregation programs:

City of Bowling Green  
Village of Bradner  
City of Celina  
City of Chagrin Falls  
City of Clyde  
Village of Coldwater  
Village of Columbiana  
City of Cuyahoga Falls  
City of Dover  
Village of Elmore  
Village of Fort Recovery  
City of Fostoria  
City of Galion  
City of Gallipolis  
Village of Genoa  
Village of Grafton  
City of Hudson  
City of Jackson  
Village of Lodi  
Village of Milan

Village of Monroeville  
City of Newton Falls  
City of Niles  
Village of Oak Harbor  
City of Oberlin  
Village of Ohio City  
City of Orrville  
City of Painesville  
Village of Pemberville  
Village of Prospect  
Village of Republic  
Village of St. Henry  
City of St. Marys  
City of Oberlin  
Village of Shawnee Hills  
City of Shelby  
Village of Sycamore  
City of Wadsworth  
City of Wapakoneta

## **Team Members**

**Gregory Slone** is the General Manager of AMPO, Inc., coming to the organization in April, 2001. As General Manager, Mr. Slone oversees the day-to-day operations of the electric and natural gas aggregation activities for the organization. In this position, he develops energy supply needs and strategies for municipalities, monitors daily and long-term energy costs, and negotiates arrangements with customers, energy suppliers, transporters and local distribution companies. Mr. Slone comes to AMPO, Inc from Columbia Gas of Ohio, where he worked for over 20 years in various engineering, marketing and management positions. Most recently, he was Director of Sales for Columbia Gas of Ohio. Mr. Slone has a B.S. degree in Civil Engineering from the Ohio State University.

**Robert Simmers** is a marketing consultant who came to AMPO, Inc. after a long career in the natural gas utility industry. Bob worked for 31 years with Columbia Gas of Ohio and with Columbia Gas of New York. His entire career was spent in the various transformations of those utility's sales and marketing departments, through times of shortage and allocation, high and low gas prices, and the evolution of gas transportation and customer choice. Bob had a variety of responsibilities including industrial and commercial sales and marketing, public relations, communications, rate negotiation, supervision and management, and client management. Mr. Simmers has a B.S. degree in Civil Engineering from Ohio Northern University.

**Bobby Singh** is an attorney with the law firm of Chester, Willcox and Saxbe, LLP. Mr. Singh's practice focuses on issues involving electric and natural gas energy and utility services. He has over eight years of experience in the energy and utility industries through legal, engineering, management, and marketing positions. Mr. Singh represents clients in transactions and proceedings; evaluates and provides advice on issues related to legislative and regulatory compliance and planning; and counsels' clients on the competitive procurement and development of energy and utility services in deregulated and regulated environments. Mr. Singh was previously employed with McNeese Wallace & Nurick, LLC, where he practiced energy and utilities law. Prior to that, Mr. Singh worked for Columbia Gas of Ohio for about seven years in engineering, marketing and management positions, most recently as Senior Engineer. Mr. Singh received his J.D. degree (*Summa Cum Laude, Order of the Curia*) from Capital University Law School and his B.S. degree in engineering from Penn State University is an attorney in the Columbus, Ohio law firm of Chester, Willcox & Saxbe LLP.

**Gerald E. Willman** serves as Manager of Power Supply and Marketing for AMP-Ohio. In this capacity he is responsible for power supply planning, supply acquisition, and transmission system reservation and use. Mr. Willman joined AMP-Ohio as a Power Coordinator in 1990 and was responsible for forecasting, scheduling and dispatching AMP-Ohio's generation and member contract resources with the real time load of AMP-Ohio's member communities. Mr. Willman was then promoted to Director of Billing in AMP-Ohio's finance department. In that capacity he was responsible for power supply contract billing for AMP-Ohio's partial and full requirements customers. Mr. Willman received his B.S.E.E.T from the DeVry Institute of Technology.

**Kent Carson** is Director of Member Relations for AMP-Ohio with a background in media relations. He's the former Communications Director for the Speaker of the Ohio House of Representatives, served as Public Information Officer and principal media contact for Columbus City Council and is the former Corporate Communications Director for the Central Ohio Transit Authority (COTA). Kent joined the AMP-Ohio staff in July, 2000.

**Beth A. Barnett** serves as Energy Supply Analyst. In this capacity, she is responsible for energy supply planning, purchasing and billing. Before joining AMP-Ohio in April 2000, Ms. Barnett was a Power Analyst for Nicole Energy Services (NES) where she was responsible for purchasing, scheduling and managing the retail electric load as well as heading up the sales of government accounts for two years. NES is an electric power and natural gas marketer located in Columbus, Ohio serving customers throughout the Midwest. She served 10 years with American Electric Power in several capacities such as Senior Residential Marketing Representative, Commercial Marketing Representative and Special Projects Coordinator. Ms. Barnett has a Bachelors degree in Business Administration with an emphasis in Marketing from Franklin University in Columbus, Ohio.

# CERTIFICATE OF RESULT OF ELECTION ON QUESTION OR ISSUE

Revised Code, Section 3501.11

State of Ohio

County of LORAIN05-27-03 A08:43 IN  
05-2The Board of Elections of LORAIN County herebycertifies that at the election held in CITY OF OBERLIN

(Subdivision)

in said county on MAY 6, 2003

(Date of election)

the

vote cast on the following issue was as follows:

Issue CITY OF OBERLIN HAVING THE AUTHORITY TO AGGREGATE THE RETAILNATURAL GAS LOADS LOCATED IN THE CITY AND ENTER INTO SERVICE AGREEMENTS FOR THE  
(Tax levy, bond issue, local option, etc. — describe fully)SALE AND PURCHASE OF NATURAL GAS, SUCH AGGREGATION TO OCCUR AUTOMATICALLY EXCEPTWHERE ANY PERSON ELECTS TO OPT OUT?Votes YES

(For, yes, etc. — as on ballot)

1,649

(Number)

Votes NO

(No, against, etc. — as on ballot)

226

(Number)

Total vote cast on issue:

1,875

(Number)

.. Witness our official signatures at ELYRIA

Ohio in

said county, this 20TH day of MAY, 2003

Chairman

*John S. Blum*  
*Robert B. Blum*  
*Robert B. Blum*

Attest:

Director

BOARD OF ELECTIONS

LORAIN

County, Ohio

# CC to join fuel program

03-D8  
1/28/03

by PAUL MORTON

Associate editor

The recent frigid temperatures are sure to have many residents steaming next month when they open their heating bills. But an ordinance working its way through city council could offer some degree of relief next year.

At their Jan. 21 meeting, council approved the first reading of an ordinance which would place a gas aggregation program on the May 6 primary ballot. If approved by voters, residents would participate in an "opt-out" gas aggregation program through American Municipal Power-Ohio (AMP-Ohio).

Gas aggregation programs are the result of deregulation of the natural gas supply industry in Ohio, which the state legislature approved in 2001. They allow municipalities to combine the demand for natural gas from all the participating gas customers within the municipality into one large bloc.

The municipality can then negotiate with natural gas suppliers for lower prices than the individual consumer could obtain alone.

Greg Sloan, manager of fuel operations for AMP-Ohio, said

the opt-out gas aggregation program makes the assumption that all eligible customers will be included in the plan unless they specifically decline to participate. He said for that reason the program must be approved by voters.

He said more than 100 Ohio communities have approved such programs since the rules for them were released in July of last year. He said six of those communities are participating with AMP-Ohio.

"As far as approval rates, I have not seen one program that has not passed by a very large majority," Sloan said. "Of the six that we had in November, the lowest approval rate was 70 percent."

If approved by voters, council must approve an operating plan in order for the city to be certified by the Public Utilities Commission of Ohio as a governmental aggregator. The city, through AMP-Ohio, would then negotiate a contract with a

supplier.

Residents who want to participate in the program would need to do nothing. But residents who wish to opt out would need to return a card provided at the time the plan goes into effect.

Columbia Gas would continue to deliver gas to homes and businesses and customers would

continue to receive a bill from Columbia Gas. Only the fuel cost component of the bill would be impacted by the gas aggregation program.

Sloan said passage of the ballot issue in May would put the city in a position to negotiate a price with a supplier for the 2003-04 heating season. And by negotiating during the late

spring and summer, he said the city could obtain a better price than if it negotiated during the winter heating season.

Council approved the first reading of the ordinance last week. They are expected to pass it on emergency Monday, because the deadline to put an issue on the May ballot is Feb. 20.