

**ORDINANCE NO. 05-32 AC CMS**

**AN ORDINANCE APPROVING A REVISED PLAN OF OPERATION AND  
GOVERNANCE FOR THE CITY OF OBERLIN'S NATURAL GAS  
AGGREGATION PROGRAM AND DECLARING AN EMERGENCY**

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

WHEREAS, on May 6, 2003, the electors of the City of Oberlin authorized the City to create an aggregation program for customers located within the boundaries of the City; and

WHEREAS, Ohio Revised Code Section 4929.29(C) requires that a governmental entity interested in the automatic registration of customers under governmental aggregation adopt a plan of operation and governance for its aggregation program, subject to a customer's right to "opt-out" of such an aggregation program; and

WHEREAS, on July 15, 2003, Oberlin City Council adopted the Plan of Operation and Governance for the City's aggregation program; and

WHEREAS, minor revisions are necessary to the Plan of Operation and Governance prior to the City's re-certification as a governmental aggregator.

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. That this Council hereby adopts the City of Oberlin's Revised Plan of Operation and Governance for the implementation and administration of the City's municipal gas aggregation program in accordance with Ohio Revised Code Section 4929.26(C), a copy of the Revised Plan being attached hereto as Exhibit A and incorporated herein by reference.

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SECTION 2. It is hereby found and determined that all formal actions of this Council concerning or related to the adoption of this ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. That this ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health,

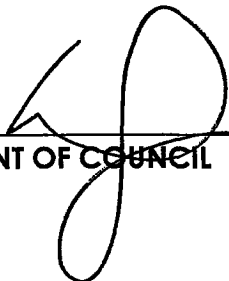
and safety of the citizens of the City of Oberlin, Ohio, or to provide for the usual daily operation of a municipal department, to wit:

"to approve the revised Plan of Operation and Governance for the City's Natural Gas Aggregation Program in a timely manner", and shall take effect immediately upon passage.

PASSED: 1<sup>st</sup> Reading – May 16, 2005 (E)  
2<sup>nd</sup> Reading –  
3<sup>rd</sup> Reading -

ATTEST:

  
CLERK OF COUNCIL

  
PRESIDENT OF COUNCIL

POSTED: May 17, 2005

EFFECTIVE DATE: May 17, 2005



OBERLIN MUNICIPAL LIGHT AND POWER SYSTEM ♦ 289 SOUTH PROFESSOR STREET ♦ OBERLIN, OHIO 44074

Phone (440)775-7260

Fax (440)775-1546

**Memorandum**

**To:** Rob DiSpirito, City Manager  
**Re:** Plan of Operation and Governance  
**From:** Steve Dupee, Director  
**Date:** May 2, 2005

A handwritten signature in black ink, appearing to read "Dupee", is written over the "From:" line of the memorandum.

The Public Utilities Commission of Ohio (PUCO) certifies governmental aggregators of municipal gas aggregation programs every two (2) years. We have received notice from AMP-Ohio that it is now time to submit our renewal application to the PUCO for re-certification. Prior to re-certification, AMP-Ohio is recommending a few minor changes be made to our "Plan of Operation and Governance". This Plan identifies the rules, procedures, roles and responsibilities of our local gas aggregation program. This Plan was originally adopted by City Council in July, .003 under Ordinance #03-54.

I have attached our Plan with the highlighted changes. A summary of the changes are below.

- On page 6 - section 3 and page 8 - section 4, the term "early termination fee" will replace the term "switching fee" per the PUCO's request.
- On page 8 - section 7, the title "OMLPS Service Manager, City of Oberlin" will replace the title "Development Director, City of Oberlin or Robert Simmers at AMPO- Inc."
- On page 9 in the table, the CRNGS provider's name has been added since the CRNGS provider is known. Also in the table, the OMLPS Utility Services Manager's title and phone number has replaced AMP-O Inc. since Doug McMillan will be handling all questions relating to our program.
- On page 11, under the definition of Governmental Aggregator, the section number of the Ohio Revised Code included a typographical error. That section number has been corrected.

Law Director Severs has reviewed these changes and determined that City Council should pass a new ordinance accepting the revised Plan of Operation and Governance. I have included a draft copy of the authorizing ordinance. I would respectfully request that this item be placed on the City Council agenda for May 16th on first reading.

If you have any questions, please let me know.

/sd

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PASSED: 1<sup>st</sup> Reading -  
2<sup>nd</sup> Reading-  
3<sup>rd</sup> Reading-

ATTEST:

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CLERK OF COUNCIL

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CHAIR OF COUNCIL

POSTED:

EFFECTIVE DATE:

Exhibit A

CITY OF OBERLIN  
  
PLAN OF OPERATION AND  
GOVERNANCE FOR  
MUNICIPAL OPT-OUT  
NATURAL GAS AGGREGATION

ADOPTED BY CITY COUNCIL  
(Date:\_\_\_\_\_)

## **Overview**

At the May 6, 2003 general election, local residents authorized the City of Oberlin (the City) to create a municipal opt-out natural gas aggregation program (the Aggregation Program) in compliance with Section 4929.26 of the Ohio Revised Code. Under the opt-out natural gas aggregation program, all eligible natural gas consumers within the City's corporation limits will be automatically included in the Aggregation Program initially. However, all consumers will also be given the opportunity to opt-out or decline participation in the Aggregation Program as detailed herein.

The City's purpose in creating the Aggregation Program is to represent local consumer interests in emerging competitive natural gas markets by aggregating natural gas loads within the City's corporation limits (including municipal facilities) and negotiating affordable, reliable natural gas supplies and other related services on behalf of local consumers. The City may pursue this purpose individually or in cooperation with other entities.

Many small commercial and residential natural gas consumers lack the leverage to effectively negotiate natural gas supply rates and services. A governmental aggregation program provides them with an option for professional 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 benefits.

### **1. Description of Services**

The Aggregation Program is designed to reduce the amount a consumer pays for natural gas energy, and to gain other favorable economic and non-economic terms in service contracts. The City will not buy and resell natural gas, but will represent collective consumer interests to set terms and conditions for service. Through a negotiation process, the City will develop a contract with a Competitive Retail Natural Gas Services Provider (CRNGS Provider) or Providers for firm all-requirements natural gas service. Once the contract has been finalized, it will be submitted to the Oberlin City Council for approval.

The Aggregation Program covers the natural gas supply portion only of a participant's natural gas bill. Columbia Gas of Ohio (COH) will continue to deliver natural gas to Aggregation Program participants' homes and businesses through its natural gas distribution system as a monopoly function regulated by the Public Utilities Commission of Ohio (PUCO). COH will also continue to install, operate and maintain its system of pipelines, Rights of Way, meters and other natural gas distribution components. Aggregation Program participants should continue to call COH if their natural gas is

## Final Plan of Operation and Governance for Natural Gas Aggregation

interrupted or if they have billing questions. The PUCO will continue to oversee COH natural gas safety and reliability service standards.

Oversight of the Aggregation Program will be the responsibility of the OMLPS Utility Services Manager, who shall report to the OMLPS Director. The OMLPS Utility Services Manager, subject to City Council approval, will have the authority to develop specifications for the Aggregation Program, to appoint an Aggregation Program Manager, and to select, hire and manage the CRNGS Provider. The CRNGS Provider and the Aggregation Program Manager will work under the direction of the OMLPS Utility Services Manager with the advice and counsel of the City Attorney.

Due to the complexity of the natural gas utility industry and the uncertainties of its associated restructuring activities, the City of Oberlin may contract with a consultant or consultants to provide the necessary expertise to represent the City's interest in legislative and regulatory matters and/or to serve as the Aggregation Program Manager. Such services may include, but are not limited to, facilitating consumer enrollment and opt-out, assisting with consumer education, addressing consumer questions and concerns, providing reports on program operation, enrollment and savings, negotiating future CRNGS Provider contracts, and representing the City in dealings with CRNGS Providers, COH, the Ohio Legislature, the PUCO and the Ohio Consumer's Counsel (OCC).

The City deems any and all information related to an eligible customer to be confidential and proprietary trade secret information. The CRNGS Provider shall keep all eligible customer information provided to it by the City or COH in supplying eligible customers within the City's corporation limit confidential and shall not disclose such information to any third party, unless such disclosure is required to serve any eligible customer, the third party agrees to keep such eligible customer information confidential, and the City consents to the disclosure of such information to the third party.

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

The CRNGS Provider will provide a local or toll free telephone number for participant questions and 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 City 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.

Natural gas service reliability is an essential to Aggregation Program participants. The City will strive to provide high-quality service and reliability through provisions of the CRNGS Provider contract, through traditional proceedings related to COH distribution

## Final Plan of Operation and Governance for Natural Gas Aggregation

services; and through direct discussions with COH concerning specific or general problems related to quality and reliability of its distribution system.

If for any reason a CRNGS Provider fails to provide uninterrupted service, the City will attempt to acquire an alternative natural gas supply. If this attempt fails, participants will default to COH established tariff rates. In no case will participants be without natural gas as the result of the CRNGS Provider's failure to provide uninterrupted service. The City will seek to minimize this risk by contracting only with reputable CRNGS Providers that demonstrate reliable service. The City also intends to include conditions in its CRNGS Provider contract that will indemnify participants against risks or problems with natural gas supply service and price.

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 program participants 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 right 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 City's corporation limits shall be eligible to participate in the Aggregation Program subject to the terms and conditions described herein, Ohio law, PUCO rules and regulation governing natural gas service, and COH approved tariffs.

Service under the Aggregation Program shall include all eligible customer classes in adherence with universal service principles and requirements, and the traditional non-discriminatory practices of local government. CRNGS Provider contracts shall contain provisions to maintain these principles and 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 return to COH General Service and participation in the Aggregation Program.

The City developed this Plan of Operation and Governance in compliance with Ohio law regarding municipal opt-out aggregation of natural gas consumers, including two public hearings prior to its adoption.

The Oberlin City Council shall approve through resolution or ordinance the Aggregation Program's Plan of Operation and Governance in accordance with Ohio Revised Code Section 4929.26. Amendments to the Plan of Operation and Governance may be subject to Oberlin City Council approval and filing with the PUCO.



## Final Plan of Operation and Governance for Natural Gas Aggregation

After adoption of the Plan of Operation and Governance, the City will file with the PUCO for governmental aggregator certification and also register as a governmental aggregator with COH.

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.

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 notification at least 60 days prior to such program termination and could return to COH General Service Rate or select another approved CRNGS Provider.

### **2. Determination of Rates**

The City will not buy and resell natural gas to Aggregation Program participants. The City will aggregate natural gas loads within the City's corporation limits including municipal facilities. Through a competitive selection process, the City will develop and negotiate a contract with a CRNGS Provider or Providers for firm, all-requirements service. The contract will contain mutually agreeable price terms for affordable, reliable natural gas supplies and other related services. The City may pursue this purpose individually or in cooperation with other entities. Contracts will be monitored by the City on behalf of consumers.

CRNGS Providers will supply information on natural gas supply charges by COH customer rate classification or other appropriate pricing category as approved by the City. All natural gas supply charges will be fully and prominently disclosed in consumer enrollment materials and will be subject to approval by the Oberlin City Council.

The City will contract only with a CRNGS Provider or Providers that meet at a minimum the following criteria:

1. Certified CRNGS Provider by the PUCO
2. Registered with COH
3. Have a service agreement under COH Gas Transportation Service Tariff
4. Successfully completed Electronic Data Interchange (EDI) computer system testing with COH and that CRNGS Provider's EDI computer system is capable of effectively processing Aggregation Program EDI transactions in a timely manner
5. Meet standards of creditworthiness established by the City
6. Have a customer call center capable of effectively handling participants' questions, concerns and disputes in a timely manner using a toll-free telephone number
7. Hold the City harmless from any financial obligations arising from offering natural gas and/or energy-related services to Aggregation Program participants

## Final Plan of Operation and Governance for Natural Gas Aggregation

The CRNGS Provider's contract will run for a fixed term (i.e., one to five years) and contain all pricing, charges, switching fees, etc. in clear and easily understood terms.

The CRNGS Provider's rates will include an administrative fee, which shall (if implemented) be collected on behalf of the City to fund the implementation and administration of the City's Aggregation Program. The administrative fee will be adjusted annually to cover the City's cost of administering the program. The fee will be reviewed annually to ensure that the amounts collected do not exceed the cost of administering the aggregation program.

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

### **3. Plan for Providing Opt-out Notice**

Initially, each eligible consumer within the City's corporation limits will be automatically included in the Aggregation Program. However, prior to actual enrollment, each consumer will receive a notice from the City 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 charge. Consumers opting out of the program will remain on Columbia Gas of Ohio's (COH) established tariff rates until such time as they select an approved CRNGS Provider. 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.

### **4. Process for Determining the Pool of Customers**

After contract approval by the Oberlin City Council, the CRNGS Provider will work with the City and COH to identify all eligible consumers within the City's corporation limits.

All eligible consumers will be notified 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" or decline participation in the program. Consumers will be given a 21-day period in which to notify the City that they wish to opt out or decline participation in the Aggregation Program.

## Final Plan of Operation and Governance for Natural Gas Aggregation

After the initial 21-day opt-out period has elapsed, all eligible consumers who have not notified the City of their desire to opt out of the Aggregation Program will be enrolled by the CRNGS Provider at the earliest date practicable.

Consumers enrolled in the Aggregation Program by the CRNGS Provider will receive a letter from COH notifying them of their enrollment. Consumers will have seven calendar days to notify COH of any objection to their enrollment in the Aggregation Program. COH will notify the CRNGS Provider of consumer objections or any reason that a consumer was not enrolled in the Aggregation Program.

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

- Are not currently buying gas from another supplier;
- Are up to date with their bill payments;
- Have not opted out of the program;
- Currently have service with COH;
- Are classified as non-mercantile;
- Have not exercised their right of rescission, or;
- Are not on the Percentage of Income Payment Plan (PIPP).

New members may opt into the Program upon contract expiration with an alternate supplier. These members will need to contact the CRNGS Provider for enrollment information. The CRNG Provider has a right of refusal in accordance with criteria described in this plan.

The CRNGS Provider will build and maintain a database of all Aggregation Program participants. The database will include the name, address and COH account number and may include other pertinent information as agreed upon by the City and the CRNGS Provider. Such information may include the CRNGS Provider's account number (if different from COH 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 City will have the right to access information in the database for purposes of auditing.

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

Participants who wish to leave the Aggregation Program may do so:

- During the initial 21-day opt-out period;
- During the seven day rescission period;
- During subsequent opt-out period offered by the City at least every two years;
- At any other time; however an early termination fee may be assessed.

## Final Plan of Operation and Governance for Natural Gas Aggregation

In addition to the initial 21-day 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. 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 City may be subject to an early termination fee.

Any consumer who opts out of the Aggregation Program will be returned to COH established tariff rates until such time as the consumer selects another approved CRNGS Provider.

### **5. Customer Billing Procedures**

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

### **6. Credit and Deposit Policies**

Collection, credit and deposit procedures remain the responsibility of the Local Utility, the selected supplier and the individual member. Members are required to remit and comply with the payment terms of the local utility. This program will not be responsible for late or no payment on the part of any of its members. The Municipality will have no separate credit or deposit policy. The selected supplier shall not charge more than 1 ½ percent per month for overdue balances owed to the selected supplier.

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

The Aggregation Program only impacts the source of natural gas supply. COH will continue to deliver the natural gas purchased through the Aggregation Program to participants' homes and businesses through its natural gas distribution system. Participants with question or concerns regarding service delivery or safety, such as a natural gas outage or odor of gas should continue to contact COH at 800-344-4077. Meter reading or other billing questions should also be directed to COH at the same number. Questions regarding Aggregation Program enrollment or opting out should be directed to the CRNGS Provider. General questions and concerns should be directed to either the office of the OMLPS Utility Services Manager, City of Oberlin. Disputes unresolved by the aforementioned parties, should be directed to either the Ohio Consumer's Counsel or the Public Utilities Commission of Ohio. The following table gives toll-free telephone numbers for use by consumers.

## Final Plan of Operation and Governance for Natural Gas Aggregation

Question or Concern	Contact	Telephone Number
Natural gas outage or interruption	COH	800-344-4077
Turn natural gas on or off	COH	800-344-4077
Meter reading/billing	COH	800-344-4077
To enroll in or opt-out of the Aggregation Program	CRNS Provider- Interstate Gas Supply Hours: Mon – Fri: 8:00 AM – 5:00 PM	800-280-4474
Aggregation Program Questions or concerns	OMLPS Utility Services Manager	(440) 775-7260
Unresolved disputes (residential customers)	Ohio Consumer's Counsel	877-742-5622 occ@occ.state.oh.us
Unresolved disputes (all customers)	Public Utilities Commission of Ohio	(800)-686-7826 (voice) (800)-686-1570 (TDD)

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

Consumers who move into the City after the initial opt-out period will be not be automatically included in the Program, but will be afforded an opportunity to enroll. However, the City cannot guarantee that the rates, terms and conditions to consumers enrolling in the Aggregation Program after the initial 21-day opt-out period will match those of the initial enrollees.

The same rule will apply to participants who move within the City after the initial opt-out period, if they are given a new account number by COH. That is, they will not be automatically include in the Program, but will be given an opportunity to re-enroll under a new set of rates, terms and conditions.

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

Participants who relocate within the City limits and retain the same COH 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, subject to any switching fees imposed by COH.

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

Residents of the City who initially choose to opt-out of the Program, for whatever reason, and wish to enroll at a later date, will be treated the same as a new resident. That is, they will not automatically become part of the existing program, but will be given an opportunity to enroll. However, the City cannot guarantee that rates, terms and conditions to consumers enrolling in the Aggregation Program after the initial 21-day opt-out period will match those of the initial enrollees.

#### **DEFINITIONS**

##### *Aggregation*

Combining the natural gas loads of multiple customers for the purposes of supplying or arranging for the supply of competitive retail natural gas service to those customers.

##### *Aggregation Program Manager*

The person or entity designated by the City to oversee the operation and management of the City of Oberlin's Municipal Natural gas Aggregation Program.

##### *Competitive Retail Natural Gas Service (CRNGS)*

A component of retail natural gas service 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, natural gas marketers, aggregators and governmental aggregators.

##### *Competitive Retail Natural gas Service Provider (CRNGS Provider)*

A person or entity certified by the PUCO and registered with COH who supplies or offers to supply a competitive retail natural gas service over the COH natural

## Final Plan of Operation and Governance for Natural Gas Aggregation

gas distribution system. This term does not apply to COH in its provision of standard offer natural gas service.

### *Consumer*

Any person or entity that is an end user of natural gas and is connected to any part of COH natural gas distribution system within the City of Oberlin's corporation limits.

### *Delivery Charge*

Charge imposed by COH for delivering natural gas to a consumer's home or business. The charge includes meter reading, billing, transition costs, maintaining natural gas system reliability and responding during emergencies and outages (also called the distribution charge).

### *Distribution*

Delivery of natural gas to a home or business through COH owned pipelines, meters and other equipment. COH distribution system operations will remain regulated by the PUCO.

### *Governmental Aggregator*

An incorporated village or city, township or county acting as an aggregator for the provision of a CRNGS under authority conferred under Section 4929.26 of the Ohio Revised Code.

### *Mercantile Customer*

A customer that consumes, other than for residential use, more than five hundred thousand cubic feet of natural gas per year at a single location within the state; or a customer that has three or more location within the state that consume natural gas, other than for residential use.

### *Natural Gas Related Service*

Service directly related to the consumption of natural gas at a consumer's home or business. This may include, but is not limited to, the installation of metering, remote reading indices, regulation; the maintenance, repair or replacement of

## Final Plan of Operation and Governance for Natural Gas Aggregation

appliances and other energy-consuming devices at a consumer's premises, and the provision of energy consumption measurement and billing services.

### *Natural gas Supply Charge*

All charges related to the acquisition of natural gas by the CRNGS Provider, and its delivery to the City's distribution system.

### *Ohio Consumers' Counsel (OCC)*

The Ohio Consumers' Counsel (OCC), established by the Ohio Legislature in 1976, represents the interests of Ohio's four million residential utility customers served by investor-owned utilities in proceedings before the PUCO, other regulatory agencies and in the courts. The OCC also educates consumers about utility issues and resolves complaints individuals have with investor-owned utility companies.

### *Participant*

A consumer enrolled in the City of Oberlin's Municipal Natural gas Aggregation Program.

### *Public Utilities Commission of Ohio (PUCO)*

The state agency charged with assuring all consumers (residential commercial and industrial) served by investor-owned utilities have access to adequate, safe, and reliable utility services at fair prices. The PUCO regulates a wide variety of investor-owned utilities, including natural gas, electricity, pipeline, heating/cooling, local telephone, long distance telephone, waterworks, wastewater, railroad, household goods carriers, water transportation, hazardous materials carriers, and commercial transportation carriers.





OBERLIN MUNICIPAL LIGHT AND POWER SYSTEM ♦ 289 SOUTH PROFESSOR STREET ♦ OBERLIN, OHIO 44074

Phone (440) 775-7260

Website: [www.omlps.org](http://www.omlps.org)

Fax (440) 775-1546

May 27, 2005

Mrs. Betty McCauley  
Acting Secretary  
The Public Utilities Commission of Ohio  
180 East Broad Street  
13<sup>th</sup> Floor  
Columbus, OH 43266-0573

Re: *In the Matter of the Application of the  
City of Oberlin, for  
Re-Certification as a Governmental Aggregator  
Case No. 03-1609-GA-GAG*

Dear Mrs. McCauley:


Enclosed please find the City of Oberlin's completed **RE-CERTIFICATION APPLICATION FOR GOVERNMENTAL AGGREGATORS**. We have enclosed an original application, notarized and signed by an authorized official and ten conformed copies, including all exhibits, and other attachments.

The material provided includes the following:

- 1) Authorizing ordinance reflecting voter authorization;
- 2) Plan of Operation and Governance;
- 3) Copy of Automatic Aggregation Disclosures;
- 4) Copy of Opt-out Notification;
- 5) Experience statement

Should you have any questions or need additional information, please contact our aggregation program manager, Greg Slone of AMPO, Inc., at [gslone@amp-ohio.org](mailto:gslone@amp-ohio.org).

Respectfully submitted,

  
Steve Dupee  
Electric Director  
City of Oberlin

/sd





PUCO USE ONLY - Version 5.04		
Date Received	Renewal Certification Number	ORIGINAL GAG Case Number
		03 - 1609 - GA-GAG

## RENEWAL CERTIFICATION APPLICATION OHIO NATURAL GAS GOVERNMENTAL AGGREGATORS

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

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

### SECTION A - APPLICANT INFORMATION

#### A-1 Renewal Applicant information:

Legal Name      City of Oberlin  
Address          85 South Professor Street, Oberlin, Ohio 44074  
Telephone No.    440 775-7260      Web site address  
Current PUCO Certificate Number    03-064 (1)      Effective Dates    8/25/2003 - 8/24/2005

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

Name    Steve Dupee      Title    Director, Oberlin Municipal Light & Power System  
Business Address    85 South Professor Street, Oberlin, Ohio 44074  
Telephone No.    440 775-7260      Fax No.    440 775-1546      Email Address    sdupee@omlps.org

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

Name    Steve Dupee      Title    Director, Oberlin Municipal Light & Power System  
Business address    85 South Professor Street, Oberlin, Ohio 44074  
Telephone No.    440 775-7260      Fax No.    440 775-1546      Email Address    sdupee@omlps.org

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

Customer service address    85 South Professor Street, Oberlin, Ohio 44074  
Toll-Free Telephone No.    440 775-7260      Fax No.    440 775-1546      Email Address    sdupee@omlps.org

## SECTION B - APPLICANT AUTHORITY AND AGGREGATION PROGRAM INFORMATION

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED

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

Applicant Signature and Title

*Steven R. Dupree, Electric Director*

Sworn and subscribed before me this

*19<sup>th</sup>*

day of

*May*

Month

*2005*

Year

*Karen S. Smith*

Signature of official administering oath

*Karen S. Smith, Finance Asst.*

Print Name and Title

My commission expires on

*July 5, 2009*



# The Public Utilities Commission of Ohio

Ohio Natural Gas Governmental Aggregation  
Affidavit Form  
(Version 5.04)

In the Matter of the Application of

City of Oberlin

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

Case No. 03-1609

-GA-GAG

County of Lorain  
State of Ohio

Steve Dupee

[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

*Steven R. Dupee, Electric Director*

Sworn and subscribed before me this

19<sup>th</sup> day of

May

Month

2005 Year

*Karen S. Smith*

Signature of Official Administering Oath

*Karen S. Smith, Finance Asst*

Print Name and Title

My commission expires on

July 5, 2009

(Ohio Natural Gas Governmental Aggregator Renewal) Page 3 of 3

**EXHIBIT B-1**

**AUTHORIZING ORDINANCE**

## **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.

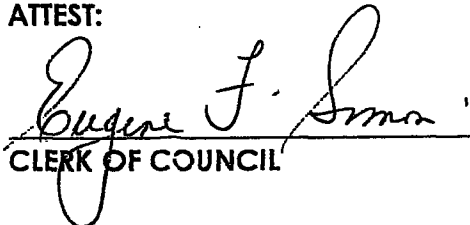
**SECTION 8.** This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in those formal action were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

## **EXHIBIT B-2**

# **OPERATION AND GOVERNANCE PLAN**

**ORDINANCE NO. 03-54 AC CMS**

**AN ORDINANCE APPROVING A PLAN OF OPERATION AND  
GOVERNANCE FOR THE CITY OF OBERLIN'S NATURAL GAS  
AGGREGATION PROGRAM AND DECLARING AN EMERGENCY**

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

WHEREAS, on May 6, 2003 the electors of the City of Oberlin authorized the City to create an aggregation program for customers located within the boundaries of the City; and

WHEREAS, Ohio Revised Code Section 4929.29(C) requires that a governmental entity interested in the automatic registration of customers under governmental aggregation adopt a plan of operation and governance for its aggregation program, subject to a customer's right to "opt-out" of such an aggregation program.

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. That this Council hereby adopts the City of Oberlin's Plan of Operation and Governance for the implementation and administration of the City's municipal gas aggregation program in accordance with Ohio Revised Code Section 4929.26(C), a copy of the Plan being attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning or related to the adoption of this ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. That this ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Oberlin, Ohio, or to provide for the usual daily operation of a municipal department, to wit:

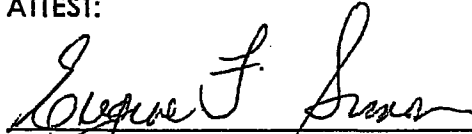
Page 2 – ORDINANCE NO. 03-54 AC CMS

"to implement a natural gas aggregation program as soon as possible in order to secure the benefits of same at the earliest possible date for the residents of the City",

and shall take effect at the earliest date allowed by law.

PASSED: 1<sup>st</sup> Reading – July 14, 2003 (E)  
2<sup>nd</sup> Reading –  
3<sup>rd</sup> Reading –

ATTEST:

  
CLERK OF COUNCIL

  
CHAIR OF COUNCIL

POSTED: 7/15/2003

EFFECTIVE DATE: 7/15/2003

a:/ORD03-54NaturalGasProgram

Exhibit A

**CITY OF OBERLIN**

**PLAN OF OPERATION AND  
GOVERNANCE FOR  
MUNICIPAL OPT-OUT  
NATURAL GAS AGGREGATION**

**ADOPTED BY CITY COUNCIL**  
(July 15, 2003)

**REVISIONS ADOPTED BY COUNCIL**  
(May 16, 2005)



## **Overview**

At the May 6, 2003 general election, local residents authorized the City of Oberlin (the City) to create a municipal opt-out natural gas aggregation program (the Aggregation Program) in compliance with Section 4929.26 of the Ohio Revised Code. Under the opt-out natural gas aggregation program, all eligible natural gas consumers within the City's corporation limits will be automatically included in the Aggregation Program initially. However, all consumers will also be given the opportunity to opt-out or decline participation in the Aggregation Program as detailed herein.

The City's purpose in creating the Aggregation Program is to represent local consumer interests in emerging competitive natural gas markets by aggregating natural gas loads within the City's corporation limits (including municipal facilities) and negotiating affordable, reliable natural gas supplies and other related services on behalf of local consumers. The City may pursue this purpose individually or in cooperation with other entities.

Many small commercial and residential natural gas consumers lack the leverage to effectively negotiate natural gas supply rates and services. A governmental aggregation program provides them with an option for professional 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 benefits.

### **1. Description of Services**

The Aggregation Program is designed to reduce the amount a consumer pays for natural gas energy, and to gain other favorable economic and non-economic terms in service contracts. The City will not buy and resell natural gas, but will represent collective consumer interests to set terms and conditions for service. Through a negotiation process, the City will develop a contract with a Competitive Retail Natural Gas Services Provider (CRNGS Provider) or Providers for firm all-requirements natural gas service. Once the contract has been finalized, it will be submitted to the Oberlin City Council for approval.

The Aggregation Program covers the natural gas supply portion only of a participant's natural gas bill. Columbia Gas of Ohio (COH) will continue to deliver natural gas to Aggregation Program participants' homes and businesses through its natural gas distribution system as a monopoly function regulated by the Public Utilities Commission of Ohio (PUCO). COH will also continue to install, operate and maintain its system of pipelines, Rights of Way, meters and other natural gas distribution components.

## Final Plan of Operation and Governance for Natural Gas Aggregation

Aggregation Program participants should continue to call COH if their natural gas is interrupted or if they have billing questions. The PUCO will continue to oversee COH natural gas safety and reliability service standards.

Oversight of the Aggregation Program will be the responsibility of the OMLPS Utility Services Manager, who shall report to the OMLPS Director. The OMLPS Utility Services Manager, subject to City Council approval, will have the authority to develop specifications for the Aggregation Program, to appoint an Aggregation Program Manager, and to select, hire and manage the CRNGS Provider. The CRNGS Provider and the Aggregation Program Manager will work under the direction of the OMLPS Utility Services Manager with the advice and counsel of the City Attorney.

Due to the complexity of the natural gas utility industry and the uncertainties of its associated restructuring activities, the City of Oberlin may contract with a consultant or consultants to provide the necessary expertise to represent the City's interest in legislative and regulatory matters and/or to serve as the Aggregation Program Manager. Such services may include, but are not limited to, facilitating consumer enrollment and opt-out, assisting with consumer education, addressing consumer questions and concerns, providing reports on program operation, enrollment and savings, negotiating future CRNGS Provider contracts, and representing the City in dealings with CRNGS Providers, COH, the Ohio Legislature, the PUCO and the Ohio Consumer's Counsel (OCC).

The City deems any and all information related to an eligible customer to be confidential and proprietary trade secret information. The CRNGS Provider shall keep all eligible customer information provided to it by the City or COH in supplying eligible customers within the City's corporation limit confidential and shall not disclose such information to any third party, unless such disclosure is required to serve any eligible customer, the third party agrees to keep such eligible customer information confidential, and the City consents to the disclosure of such information to the third party.

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

The CRNGS Provider will provide a local or toll free telephone number for participant questions and 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 City 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.

Natural gas service reliability is an essential to Aggregation Program participants. The City will strive to provide high-quality service and reliability through provisions of the CRNGS Provider contract, through traditional proceedings related to COH distribution

## Final Plan of Operation and Governance for Natural Gas Aggregation

services; and through direct discussions with COH concerning specific or general problems related to quality and reliability of its distribution system.

If for any reason a CRNGS Provider fails to provide uninterrupted service, the City will attempt to acquire an alternative natural gas supply. If this attempt fails, participants will default to COH established tariff rates. In no case will participants be without natural gas as the result of the CRNGS Provider's failure to provide uninterrupted service. The City will seek to minimize this risk by contracting only with reputable CRNGS Providers that demonstrate reliable service. The City also intends to include conditions in its CRNGS Provider contract that will indemnify participants against risks or problems with natural gas supply service and price.

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 program participants 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 right 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 City's corporation limits shall be eligible to participate in the Aggregation Program subject to the terms and conditions described herein, Ohio law, PUCO rules and regulation governing natural gas service, and COH approved tariffs.

Service under the Aggregation Program shall include all eligible customer classes in adherence with universal service principles and requirements, and the traditional non-discriminatory practices of local government. CRNGS Provider contracts shall contain provisions to maintain these principles and 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 return to COH General Service and participation in the Aggregation Program.

The City developed this Plan of Operation and Governance in compliance with Ohio law regarding municipal opt-out aggregation of natural gas consumers, including two public hearings prior to its adoption.

The Oberlin City Council shall approve through resolution or ordinance the Aggregation Program's Plan of Operation and Governance in accordance with Ohio Revised Code Section 4929.26. Amendments to the Plan of Operation and Governance may be subject to Oberlin City Council approval and filing with the PUCO.

## Final Plan of Operation and Governance for Natural Gas Aggregation

After adoption of the Plan of Operation and Governance, the City will file with the PUCO for governmental aggregator certification and also register as a governmental aggregator with COH.

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.

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 notification at least 60 days prior to such program termination and could return to COH General Service Rate or select another approved CRNGS Provider.

### **2. Determination of Rates**

The City will not buy and resell natural gas to Aggregation Program participants. The City will aggregate natural gas loads within the City's corporation limits including municipal facilities. Through a competitive selection process, the City will develop and negotiate a contract with a CRNGS Provider or Providers for firm, all-requirements service. The contract will contain mutually agreeable price terms for affordable, reliable natural gas supplies and other related services. The City may pursue this purpose individually or in cooperation with other entities. Contracts will be monitored by the City on behalf of consumers.

CRNGS Providers will supply information on natural gas supply charges by COH customer rate classification or other appropriate pricing category as approved by the City. All natural gas supply charges will be fully and prominently disclosed in consumer enrollment materials and will be subject to approval by the Oberlin City Council.

The City will contract only with a CRNGS Provider or Providers that meet at a minimum the following criteria:

1. Certified CRNGS Provider by the PUCO
2. Registered with COH
3. Have a service agreement under COH Gas Transportation Service Tariff
4. Successfully completed Electronic Data Interchange (EDI) computer system testing with COH and that CRNGS Provider's EDI computer system is capable of effectively processing Aggregation Program EDI transactions in a timely manner
5. Meet standards of creditworthiness established by the City
6. Have a customer call center capable of effectively handling participants' questions, concerns and disputes in a timely manner using a toll-free telephone number
7. Hold the City harmless from any financial obligations arising from offering natural gas and/or energy-related services to Aggregation Program participants

## Final Plan of Operation and Governance for Natural Gas Aggregation

The CRNGS Provider's contract will run for a fixed term (i.e., one to five years) and contain all pricing, charges, switching fees, etc. in clear and easily understood terms.

The CRNGS Provider's rates will include an administrative fee, which shall (if implemented) be collected on behalf of the City to fund the implementation and administration of the City's Aggregation Program. The administrative fee will be adjusted annually to cover the City's cost of administering the program. The fee will be reviewed annually to ensure that the amounts collected do not exceed the cost of administering the aggregation program.

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

### **3. Plan for Providing Opt-out Notice**

Initially, each eligible consumer within the City's corporation limits will be automatically included in the Aggregation Program. However, prior to actual enrollment, each consumer will receive a notice from the City 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 charge. Consumers opting out of the program will remain on Columbia Gas of Ohio's (COH) established tariff rates until such time as they select an approved CRNGS Provider. 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.

### **4. Process for Determining the Pool of Customers**

After contract approval by the Oberlin City Council, the CRNGS Provider will work with the City and COH to identify all eligible consumers within the City's corporation limits.

All eligible consumers will be notified 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" or decline participation in the program. Consumers will be given a 21-day period in which to notify the City that they wish to opt out or decline participation in the Aggregation Program.

## Final Plan of Operation and Governance for Natural Gas Aggregation

After the initial 21-day opt-out period has elapsed, all eligible consumers who have not notified the City of their desire to opt out of the Aggregation Program will be enrolled by the CRNGS Provider at the earliest date practicable.

Consumers enrolled in the Aggregation Program by the CRNGS Provider will receive a letter from COH notifying them of their enrollment. Consumers will have seven calendar days to notify COH of any objection to their enrollment in the Aggregation Program. COH will notify the CRNGS Provider of consumer objections or any reason that a consumer was not enrolled in the Aggregation Program.

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

- Are not currently buying gas from another supplier;
- Are up to date with their bill payments;
- Have not opted out of the program;
- Currently have service with COH;
- Are classified as non-mercantile;
- Have not exercised their right of rescission, or;
- Are not on the Percentage of Income Payment Plan (PIPP).

New members may opt into the Program upon contract expiration with an alternate supplier. These members will need to contact the CRNGS Provider for enrollment information. The CRNG Provider has a right of refusal in accordance with criteria described in this plan.

The CRNGS Provider will build and maintain a database of all Aggregation Program participants. The database will include the name, address and COH account number and may include other pertinent information as agreed upon by the City and the CRNGS Provider. Such information may include the CRNGS Provider's account number (if different from COH 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 City will have the right to access information in the database for purposes of auditing.

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

Participants who wish to leave the Aggregation Program may do so:

- During the initial 21-day opt-out period;
- During the seven day rescission period;
- During subsequent opt-out period offered by the City at least every two years;
- At any other time; however an early termination fee may be assessed.

## Final Plan of Operation and Governance for Natural Gas Aggregation

In addition to the initial 21-day 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. 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 City may be subject to an early termination fee.

Any consumer who opts out of the Aggregation Program will be returned to COH established tariff rates until such time as the consumer selects another approved CRNGS Provider.

### **5. Customer Billing Procedures**

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

### **6. Credit and Deposit Policies**

Collection, credit and deposit procedures remain the responsibility of the Local Utility, the selected supplier and the individual member. Members are required to remit and comply with the payment terms of the local utility. This program will not be responsible for late or no payment on the part of any of its members. The Municipality will have no separate credit or deposit policy. The selected supplier shall not charge more than 1 ½ percent per month for overdue balances owed to the selected supplier.

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

The Aggregation Program only impacts the source of natural gas supply. COH will continue to deliver the natural gas purchased through the Aggregation Program to participants' homes and businesses through its natural gas distribution system. Participants with question or concerns regarding service delivery or safety, such as a natural gas outage or odor of gas should continue to contact COH at 800-344-4077. Meter reading or other billing questions should also be directed to COH at the same number. Questions regarding Aggregation Program enrollment or opting out should be directed to the CRNGS Provider. General questions and concerns should be directed to either the office of the OMLPS Utility Services Manager, City of Oberlin. Disputes unresolved by the aforementioned parties, should be directed to either the Ohio Consumer's Counsel or the Public Utilities Commission of Ohio. The following table gives toll-free telephone numbers for use by consumers.

## Final Plan of Operation and Governance for Natural Gas Aggregation

Question or Concern	Contact	Telephone Number
Natural gas outage or interruption	COH	800-344-4077
Turn natural gas on or off	COH	800-344-4077
Meter reading/billing	COH	800-344-4077
To enroll in or opt-out of the Aggregation Program	CRNS Provider- Interstate Gas Supply Hours: Mon – Fri: 8:00 AM – 5:00 PM	800 280-4474
Aggregation Program Questions or concerns	OMLPS Utility Services Manager	(440) 775-7260
Unresolved disputes (residential customers)	Ohio Consumer's Counsel	877-742-5622 occ@occ.state.oh.us
Unresolved disputes (all customers)	Public Utilities Commission of Ohio	(800)-686-7826 (voice) (800)-686-1570 (TDD)

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

Consumers who move into the City after the initial opt-out period will not be automatically included in the Program, but will be afforded an opportunity to enroll. However, the City cannot guarantee that the rates, terms and conditions to consumers enrolling in the Aggregation Program after the initial 21-day opt-out period will match those of the initial enrollees.

The same rule will apply to participants who move within the City after the initial opt-out period, if they are given a new account number by COH. That is, they will not be automatically include in the Program, but will be given an opportunity to re-enroll under a new set of rates, terms and conditions.

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

Participants who relocate within the City limits and retain the same COH account number, will be allowed to continue in the Aggregation Program at their new location



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under the same terms and conditions as at their former location, subject to any switching fees imposed by COH.

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

Residents of the City who initially choose to opt-out of the Program, for whatever reason, and wish to enroll at a later date, will be treated the same as a new resident. That is, they will not automatically become part of the existing program, but will be given an opportunity to enroll. However, the City cannot guarantee that rates, terms and conditions to consumers enrolling in the Aggregation Program after the initial 21-day opt-out period will match those of the initial enrollees.

## **DEFINITIONS**

### *Aggregation*

Combining the natural gas loads of multiple customers for the purposes of supplying or arranging for the supply of competitive retail natural gas service to those customers.

### *Aggregation Program Manager*

The person or entity designated by the City to oversee the operation and management of the City of Oberlin's Municipal Natural gas Aggregation Program.

### *Competitive Retail Natural Gas Service (CRNGS)*

A component of retail natural gas service 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, natural gas marketers, aggregators and governmental aggregators.

### *Competitive Retail Natural gas Service Provider (CRNGS Provider)*

A person or entity certified by the PUCO and registered with COH who supplies or offers to supply a competitive retail natural gas service over the COH natural

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gas distribution system. This term does not apply to COH in its provision of standard offer natural gas service.

### *Consumer*

Any person or entity that is an end user of natural gas and is connected to any part of COH natural gas distribution system within the City of Oberlin's corporation limits.

### *Delivery Charge*

Charge imposed by COH for delivering natural gas to a consumer's home or business. The charge includes meter reading, billing, transition costs, maintaining natural gas system reliability and responding during emergencies and outages (also called the distribution charge).

### *Distribution*

Delivery of natural gas to a home or business through COH owned pipelines, meters and other equipment. COH distribution system operations will remain regulated by the PUCO.

### *Governmental Aggregator*

An incorporated village or city, township or county acting as an aggregator for the provision of a CRNGS under authority conferred under Section 4929.26 of the Ohio Revised Code.

### *Mercantile Customer*

A customer that consumes, other than for residential use, more than five hundred thousand cubic feet of natural gas per year at a single location within the state; or a customer that has three or more location within the state that consume natural gas, other than for residential use.

### *Natural Gas Related Service*

Service directly related to the consumption of natural gas at a consumer's home or business. This may include, but is not limited to, the installation of metering, remote reading indices, regulation; the maintenance, repair or replacement of

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appliances and other energy-consuming devices at a consumer's premises, and the provision of energy consumption measurement and billing services.

### *Natural gas Supply Charge*

All charges related to the acquisition of natural gas by the CRNGS Provider, and its delivery to the City's distribution system.

### *Ohio Consumers' Counsel (OCC)*

The Ohio Consumers' Counsel (OCC), established by the Ohio Legislature in 1976, represents the interests of Ohio's four million residential utility customers served by investor-owned utilities in proceedings before the PUCO, other regulatory agencies and in the courts. The OCC also educates consumers about utility issues and resolves complaints individuals have with investor-owned utility companies.

### *Participant*

A consumer enrolled in the City of Oberlin's Municipal Natural gas Aggregation Program.

### *Public Utilities Commission of Ohio (PUCO)*

The state agency charged with assuring all consumers (residential commercial and industrial) served by investor-owned utilities have access to adequate, safe, and reliable utility services at fair prices. The PUCO regulates a wide variety of investor-owned utilities, including natural gas, electricity, pipeline, heating/cooling, local telephone, long distance telephone, waterworks, wastewater, railroad, household goods carriers, water transportation, hazardous materials carriers, and commercial transportation carriers.

**EXHIBIT B-3**

**AUTOMATIC AGGREGATION  
DISCLOSURE**

EXHIBIT B-4

**OPT-OUT NOTICE**



Dear Oberlin Resident:

The City of Oberlin is providing you with the opportunity to participate with other Oberlin residents in a natural gas *governmental aggregation* program.

Under governmental aggregation, the City of Oberlin acts on behalf of natural gas consumers who are participating in the program, to negotiate a gas supply contract with eligible suppliers. Both Oberlin and eligible retail natural gas suppliers have to be certified by the Public Utilities Commission of Ohio. Oberlin City Council passed an ordinance adopting this program and Oberlin voters approved the implementation of the program on May 6, 2003. The aggregation program for Oberlin will begin with your December 2003 billing cycle and end with your November 2005 billing cycle.

**You will be automatically enrolled in Oberlin's Natural Gas Aggregation Program unless you choose to "opt out" – that is, to not participate.** There is no cost for enrollment. You do not need to do anything to be included. If you choose to opt-out of this program, you will continue to be served by Columbia Gas of Ohio (Columbia), unless and until you choose another supplier.

***Your price through your November 2004 billing cycle will remain stable at \$.745 per ccf. Each year before the anniversary of your agreement, the government aggregating body will re-negotiate your price on your behalf. Once the price for the second year has been established, the City's gas supplier, Interstate Gas Supply (IGS), will notify you of the new rate. If for any reason you do not wish to continue in the program, you may cancel the agreement as provided in the enclosed terms and conditions.***

**If you want to be excluded from the Oberlin Natural Gas Aggregation Program you must return the enclosed "Opt-Out" form by December 12, 2003.** If you do not opt out at this time, you will be enrolled in the program until it expires in November 2005. At that time, you will again have the chance to opt out of the program with no penalty. Every participant will be allowed to leave the program at least every 24 months without incurring any penalty. Please note that if you remain in the aggregation group, you will receive a letter from Columbia advising you of your impending transfer to Interstate Gas Supply, and advising you to contact them if you don't want to be in the Program. If you still wish to remain in the Program, you do not have to do anything with that letter.

In Ohio's deregulated natural gas environment, your local natural gas utility, Columbia Gas of Ohio, will continue to maintain the pipeline system that delivers natural gas to your home or

business. You will continue to receive a single bill from Columbia for your natural gas service, but it will now include a gas supply charge from Interstate Gas Supply and sales tax charge on the cost of the gas supply in place of the GCR charge you have been paying Columbia. You will still contact Columbia regarding loss of gas service, odor of gas, or for any other concerns or issues having to do with your local service. Budget billing and automatic billing options will continue to be available through Columbia Gas of Ohio.

If you have any questions, call Interstate Gas Supply at 1-877-444-7427, 24 hours, 7 days a week. For general information on natural gas deregulation in Ohio, you can also visit the Web Sites of the Ohio Consumer's Counsel ([www.pickocc.org](http://www.pickocc.org)) or the Public Utilities Commission of Ohio ([www.PUCO.ohio.gov](http://www.PUCO.ohio.gov)).

Sincerely,

The City of Oberlin

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

If the home or small business for which you have received this letter is not located within the city limits of Oberlin, you have received this letter in error. Please contact Interstate Gas Supply at 800-280-4474 to be removed from the aggregation list.

You are not eligible to participate in this program if you are not current on your Columbia Gas of Ohio account, or if you are enrolled in the PIPP program.



Opt-Out Form - City of Oberlin Natural Gas Governmental Aggregation Program

By returning this signed form, you will be excluded from the opportunity join other residents in the City of Oberlin Natural Gas Governmental Aggregation Program.

**I wish to opt out of the City of Oberlin Natural Gas Governmental Aggregation Program. (Check box to opt out.)**

☐

Columbia Gas of Ohio account holder name (please print clearly): \_\_\_\_\_

12-digit account number as it appears on your natural gas bill:

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Service address (city, state and zip): \_\_\_\_\_

Phone number: (\_\_\_\_) \_\_\_\_\_ Date: \_\_\_\_\_

Account holder's signature: \_\_\_\_\_

Mail by December 12th, 2003 to: Natural Gas Governmental Aggregation Program,  
PO Box 9060, Dublin, Ohio 43017-0960

**Parties:** Interstate Gas Supply, Inc. (IGS) will supply the commodity portion of my natural gas as part of my community's Government Aggregation. AMP-Ohio is the Agent for the Government Aggregation and Columbia Gas of Ohio (COH) will be my Natural Gas Distribution Company (NGDC). I can contact the IGS choice department by phone 1-800-280-4474, by fax 614-923-0470, in writing at P.O. Box 9060, Dublin, OH 43017, or through their web site at <http://www.igsenergy.com>

**Term:** The term of this agreement will begin with initial gas deliveries and will continue through the December 2005 billing cycle ("Primary Term") and unless the endorsement agreement between your community and IGS terminates, service will continue for subsequent two year opt-out period(s) thereafter ("Secondary Term(s)") until cancelled by either party as provided for under this agreement

**Enrollment:** My service will commence upon completion of the enrollment process and the transfer of my account by the NGDC, which is expected to commence within one or two billing cycles following completion of the opt-out period

**Regulatory:** The COH Customer Choice Program is subject to ongoing Public Utilities Commission of Ohio (PUCO) jurisdiction and I understand that if the COH Customer Choice Program is terminated this agreement will be terminated without penalty to either party.

**First Year Stable Rate:** My price will remain stable through the December 2004 billing cycle at \$.745 per ccf plus sales tax at the delivery point. I will be responsible for all charges assessed by the NGDC for gas transportation and all other applicable charges by the NGDC. IGS may at its option at any time lower the price effective for a portion of or the remainder of the term of this agreement.

**Second Year Adjustment:** My price will be re-determined each year for the following 12 month period starting with the January billing cycle and ending with the December billing cycle. The price will be determined by AMP-Ohio at some point in time prior to November 1<sup>st</sup>, based on a formula tied to the weighted average NYMEX price plus \$0.258 per ccf. IGS will notify me of the new Stable Rate for the upcoming secondary year and if for any reason I do not wish to continue I may cancel this agreement as provided below. If for whatever reason AMP-Ohio does not determine a new stable rate for any subsequent year, then my price will be determined monthly based on the most recent available closing NYMEX price plus \$0.280 per ccf.

**Cancellation:** This agreement may be cancelled with no cancellation fee within the first thirty days of service or by sending written notice between November 10 and December 10 of each year. At any other time either party may cancel this agreement by giving thirty days written notice and paying a twenty-five dollar cancellation fee. If I discontinue service with IGS for any reason, including enrollment with another supplier or being switched back to the NGDC including as a result of late payments, this agreement may automatically be terminated with no notice and I agree to pay IGS the twenty-five dollar cancellation fee. I understand that if I switch my service back to the NGDC then I may be charged a price other than the GCR rate.

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

**Billing:** For my convenience I will receive only one bill, which will be issued by the NGDC and will contain IGS' gas price plus sales tax and all of the NGDC's transportation and other applicable charges. I agree to continue to pay the NGDC for the entire gas bill under the NGDC's payment terms and conditions. If I pay under the budget bill payment plan I understand that this service is available and will remain the same. IGS reserves the right to issue an invoice to me directly and if so this invoice will contain IGS' gas price plus sales tax and may also include all of the NGDC's transportation and other applicable charges. IGS may terminate this agreement with fourteen days written notice should I fail to pay the bill or meet any agreed-upon payment arrangements. I may request, at no charge, up to 24 months of my payment history for services rendered by IGS. IGS will not release my social security number or account number to any other third party without my consent except for the purpose of enrolling my account or obtaining payment history. I authorize IGS to obtain my billing payment and usage history from the NGDC.

**Dispute Resolutions:** In the event of a billing dispute I should contact the NGDC at the number listed on their bill for issues regarding volume or metering. For other questions about pricing I should contact IGS at 1-800-280-4474. If my questions are not resolved after I have called IGS, I may call the PUCO toll free at 1-800-686-7826 or 1-614-466-3292, or for TDD/TYY toll free at 1-800-686-1570 or 1-614-466-8180, from 8:00 a.m. to 5:00 p.m. weekdays, or visit the PUCO website at [www.puco.ohio.gov](http://www.puco.ohio.gov). Residential customers may also contact the Office of the Ohio Consumer's Counsel (OCC) toll free at 1-877-742-5622 from 8:30 a.m. to 5:30 p.m. weekdays or visit the OCC website at [www.pickocc.org](http://www.pickocc.org).

**Jurisdiction:** If a dispute cannot be resolved in the above fashion I agree that any legal action involving any and all disputes arising under or relating to this agreement shall be brought in a court of the State of Ohio sitting in Franklin County, Ohio or in the United States District Court for the Southern District of Ohio sitting in Columbus, Ohio. I submit to the personal jurisdiction of such courts and irrevocably waive any and all objections that I now have or might in the future have to any and all such courts as the proper forum for any and all actions arising under or related to this agreement. This agreement shall be interpreted and enforced according to the laws of the State of Ohio, without giving effect to its choice of law principles.



**Rescission Period:** I understand that the NGDC will send me a confirmation notice of transfer of service and that I will have seven business days from the confirmation postmark date to rescind my enrollment with IGS. If I want to rescind I should contact the NGDC in writing or by calling them at the number listed on the confirmation notice.

**Moving:** If I move to another address this agreement will automatically terminate with no penalty to either party.

**Eligibility:** This agreement is for residential and small commercial customers and IGS reserves the right at any time to terminate service to customer locations that consume more than 2000 MCF per year and return the customer to the NGDC with no penalty to either party. Furthermore, participation in the program is subject to the rules of the NGDC and customers are sometimes terminated from the choice program either in error or for being in arrears. In such instances I can contact the NGDC to correct the problem and be reinstated in the program. Regardless of the reason for termination, in no case will the original term be extended for months that I was unable to participate nor will IGS have any liability for any early termination or for any months that I was unable to participate in the program.

**Limitation of Liability:** IGS assumes no liability or responsibility for losses or consequential damages arising from items associated with the NGDC including, but not limited to: operations and maintenance of their system; any interruption of service; termination of service; or deterioration of service, nor does IGS assume responsibility or liability for damages arising from any in-home or building damages and in addition shall not be responsible for any indirect, consequential, special or punitive damages whether arising under contract, tort (including negligence or strict liability) or any other legal theory.

**EXHIBIT B-5**

**EXPERIENCE**

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

- Electric Power purchase, generation and distribution
- Municipal Opt-in Gas Aggregation
- Water and Sewer Service
- Police and Fire Service
- Parks and Recreation

The City Manager, City Council and City Staff routinely negotiate for services and supplies that benefit the residents of Oberlin.

However, due to the complexity of municipal opt-out aggregation, the City has chosen to retain the services of a consultant to assist them in designing, implementing and maintaining their gas aggregation program.

#### **Contractual Arrangements for Capability Standards**

The City of Oberlin states that a valid contract exists with:

AMPO, Inc., A Subsidiary of AMP-Ohio  
2600 Airport Drive  
Columbus, Ohio 43219

for the purpose of providing consulting services on municipal opt-out gas aggregation.

Detailed summary of the services being provided:

- 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.
- 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.

#### Documentation of Contracting Party's Experience in Energy Aggregation:

##### **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.**

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.