

RITTMANA Small Town
with a
Big Heart**The City of Rittman Offices**30 North Main Street
Rittman, Ohio 44270
330-925-2045
www.rittman.com
lboggs@rittman.com**FILE****Larry Boggs**
City Manager

Date

Mrs. Betty McCauley
Acting Secretary
The Public Utilities Commission of Ohio
180 East Broad Street
13th Floor
Columbus, OH 43266-0573Re: *In the Matter of the Application of the
City of Rittman, Ohio for
Re-Certification as a Governmental Aggregator
Case No 04-0600-GA-GAG*

Dear Mrs. McCauley:

Enclosed please find the City of Rittmans' 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, Terry Leach of AMPO, Inc., at tleach@amp-ohio.org.

Respectfully submitted,



This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.

Technician 

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PUCO



PUCO USE ONLY - Version 1.07		
Date Received	Renewal Certification Number	ORIGINAL GAG Case Number
		04 - 0600 - 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, 13th 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 Rittman
Address 30 North Main Street, Rittman, Ohio 44270
Telephone No. 330-925-2045 Web site address www.rittman.com
Current PUCO Certificate Number 04-077(2) Effective Dates 5/23/2006 - 5/23/2008

A-2 Contact person for regulatory or emergency matters:

Name Larry A. Boggs Title City Manager
Business Address 30 North Main Street, Rittman, Ohio 44270
Telephone No. 330-925-2045 Fax No. 330-925-2066 Email Address lboggs@rittman.com

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

Name Larry A. Boggs Title City Manager
Business address 30 North Main Street, Rittman, Ohio 44270
Telephone No. 330-925-2045 Fax No. 330-925-2066 Email Address lboggs@rittman.com

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

Customer service address 30 North Main Street, Rittman, Ohio 44270
Toll-Free Telephone No. 330-925-2045 Fax No. 330-925-2066 Email Address lboggs@rittman.com

SECTION B - APPLICANT AUTHORITY AND AGGREGATION PROGRAM INFORMATION

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED

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

Applicant Signature and Title

Larry A. Boggs

Larry A. Boggs, City Manager

Sworn and subscribed before me this

21st

day of

April

Month

2008

Year

Barbara J. Brooks

Signature of official administering oath

Barbara J. Brooks, notary

Print Name and Title

My commission expires on

**Barbara J. Brooks
Notary Public
State of Ohio
My Commission Expires
April 22, 2012**



The Public Utilities Commission of Ohio

Ohio Natural Gas Governmental Aggregation
Affidavit Form
(Version 1.07)

In the Matter of the Application of)

City of Rittman)

for a Certificate or Renewal Certificate to Provide)

Natural Gas Governmental Aggregation Service in)
Ohio.

Case No. 04-0600 -GA-GAG

County of Wayne
State of Ohio

Larry A. Boggs, City Manager

[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.

Larry A. Boggs
Affiant Signature & Title

Larry A. Boggs, City Manager

Sworn and subscribed before me this

21st day of April

Month

2008

Year

Barbara J. Brooks
Signature of Official Administering Oath

Barbara J. Brooks, notary
Print Name and Title

My commission expires on

Barbara J. Brooks
Notary Public
State of Ohio
My Commission Expires
April 22, 2012


EXHIBIT B-1

AUTHORIZING ORDINANCE

CERTIFICATION

FROM: Barbara J. Brooks, Clerk of Council
DATE: March 02, 2004
RE: Ordinance No. 7227

I, Barbara J. Brooks, duly appointed Clerk of the City Council of the City of Rittman, Ohio, hereby certify that attached hereto is a true, correct, and complete copy of Ordinance No. 7227 adopted by said City Council at a Regular Council Meeting of City Council duly called and held on August 14, 2003 in accordance with law, and that such an Ordinance has not been repealed, revoked, rescinded or amended and is in full force and effect on the date here. Witness my hand and the Seal of said City Council this second day of March 2004.


Barbara J. Brooks
Clerk of Council
City of Rittman, Ohio

SEAL

RECORD OF ORDINANCES

Dayton Legal Blank, Inc.

Form No. 30043

Ordinance No. 7227

Passed August 14, 20 03

ORDINANCE NO. 7227

AN ORDINANCE OF THE COUNCIL OF THE CITY OF RITTMAN, WAYNE AND MEDINA COUNTIES, OHIO, 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 WAYNE COUNTY BOARD OF ELECTIONS TO SUBMIT A BALLOT QUESTION TO THE ELECTORS; AUTHORIZING AN AGREEMENT WITH AMPO, INC. ("AMPO") FOR SUCH PURPOSES; AND DECLARING AN EMERGENCY.

WHEREAS, Article XVIII Section 4 of the Ohio Constitution grants the City of Rittman (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

RECORD OF ORDINANCES

Dayton Legal Blank, Inc.

Form No. 30943

Ordinance No. 1227

Passed August 14, 2003

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 Rittman, Counties of Wayne and Medina and State of Ohio, three-fourths of all members elected thereto concurring:

SECTION ONE.

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 Municipal Manager of the Municipality is hereby authorized to execute and deliver an agreement with AMPO Inc. ("AMPO") to assist the Municipality as its consultant and agent to effect the Gas Aggregation program. Actions necessary to effect 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

RECORD OF ORDINANCES

Dayton Legal Blank, Inc.

Form No. 30843

Ordinance No. 7227

Passed August 14, 2003

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 TWO.

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 THREE.

The Board of Elections of Wayne County is hereby directed to submit the following questions to the electors of the Municipality at the General election on November 4, 2003:

To facilitate competitive retail natural gas service to promote natural gas savings, lower cost natural gas supplies, and other benefits, shall the City of Rittman have the authority to aggregate retail natural gas loads located in the City of Rittman 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 Rittman 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 Rittman to facilitate competitive retail natural gas service to promote natural gas savings and other benefits by acting as an aggregator.

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 Wayne County Board of Elections not later than August 21, 2003 which is seventy-five (75) days prior to November 4, 2003. The Gas Aggregation program and 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

RECORD OF ORDINANCES

Dayton Legal Blank, Inc.

Form No. 30043

Ordinance No. 7227

Passed August 14, 2003

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 FOUR.

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 FIVE.

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

RECORD OF ORDINANCES

Dayton Legal Blank, Inc.

Form No. 30043

Ordinance No. 7227

Passed August 14, 2003

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 SIX.

That the Wayne County Board of Elections shall cause an appropriate notice to be duly given of the election to be held on November 4, 2003 on the foregoing proposal and otherwise to provide for such election in the manner provided by the laws of the State of Ohio.

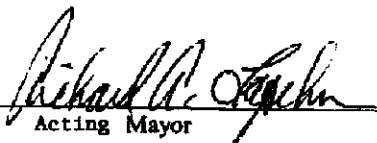
SECTION SEVEN.

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 EIGHT.

That this Ordinance is hereby declared to be an emergency measure, and provided it receives the affirmative vote of three-fourths of all members elected to Council, it shall take effect and be in force immediately and continuing thereafter upon its passage and approval by the approval by the Mayor; otherwise, it shall take effect and be in force from and continuing thereafter upon the earliest time allowed by law.

Passed: August 14, 2003


Acting Mayor

Attest:


Clerk of Council

EXHIBIT B-2

**OPERATION AND GOVERNANCE
PLAN**

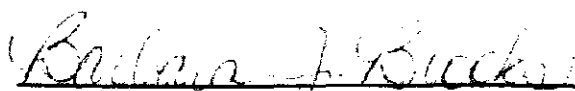
CERTIFICATION

FROM: Barbara J. Brooks, Clerk of Council

DATE: March 3, 2006

RE: Ordinance No. 7374

I, Barbara J. Brooks, duly appointed Clerk of the City Council of the City of Rittman, Ohio, hereby certify that attached hereto is a true, correct, and complete copy of Ordinance No. 7374 adopted by said City Council at a Regular Council Meeting of City Council duly called and held on February 27, 2006 in accordance with law, and that such an Ordinance has not been repealed, revoked, rescinded or amended and is in full force and effect on the date here. Witness my hand and the Seal of said City Council this third day of March 2006.


Barbara J. Brooks
Clerk of Council
City of Rittman, Ohio

SEAL

RECORD OF ORDINANCES

Dayton Legal Blank, Inc.

Form No. 30043

Ordinance No. 7374

Passed February 27, 2006

ORDINANCE NO. 7374

AN ORDINANCE OF THE COUNCIL OF THE CITY OF RITTMAN, WAYNE AND MEDINA COUNTIES, OHIO, TO APPROVE THE PLAN OF OPERATION AND GOVERNANCE FOR THE CITY OF RITTMAN'S NATURAL GAS AGGREGATION PROGRAM AND DECLARING AN EMERGENCY.

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, on November 4, 2003, the electors of the City approved of the City's plan to create an aggregation program for customers located within the boundaries of the City; and

WHEREAS, Revised Code 4929.26(C) requires a governmental entity interested in the automatic registration of customers under governmental aggregation, subject to customer rights to "opt-out" of such an aggregation, to adopt a plan of operation and governance for its aggregation program; 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 services may become limited.

NOW, THEREFORE, be it ordained by the Council of the City of Rittman, Counties of Wayne and Medina and State of Ohio, three-fourths of all members elected thereto concurring:

SECTION ONE.

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

RECORD OF ORDINANCES

Dayton Legal Blank, Inc.

Form No. 30043

Ordinance No. 7374

Passed February 27, 2006

SECTION TWO.

Said Plan of Operation may be modified from time to time in order to comply with future rule changes which may be implemented by the Public Utilities Commission of Ohio.

SECTION THREE.

That this Ordinance is hereby declared to be an emergency measure and shall become effective immediately upon its adoption, and that the City's aggregation program shall thereafter commence in accordance with the adopted Plan of Operation and Governance that has been established pursuant to Revised Code Chapter 4929.

Passed: February 27, 2006



Mayor

Attest:



Clerk of Council

Exhibit A

Ordinance 7257
Revised Ordinance 7374

CITY OF RITTMAN

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

**ADOPTED BY CITY COUNCIL
March 22, 2004
REVISIONS ADOPTED BY CITY COUNCIL
February 27, 2006**

Overview

At the November 4, 2003 general election, local residents authorized the City of Rittman (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 Rittman 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 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 City Manager, who shall report to the City Council. The City 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 City 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 Rittman 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 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 Rittman 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 Rittman City Council approval and filing with the PUCO.

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 Rittman 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

The CRNGS Provider's contract will run for a fixed term (i.e., one to five years) and contain all pricing, charges, early termination fees, etc. in clear and easily understood terms, and it will include a sales tax instead of a gross receipts tax.

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 Rittman 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.

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.

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 800-542-2630. Meter reading or other billing questions should also be directed to COH at 800 362-7557. Questions regarding Aggregation Program enrollment or opting out should be directed to the CRNGS Provider. General questions and concerns should be directed to City Manager, City of Rittman, or the General Manager at AMPO, Inc. 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.

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	CRNGS Provider - Vectren Source Hours: M-F, 7:00 AM – 6:00 PM	866 202-4745
Aggregation Program Questions or concerns	General Manager, AMPO, Inc.	1-614-337-6222
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'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 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'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 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'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 City of Rittman Resident,

September 14, 2007

You currently participate in your community's Natural Gas Aggregation Program. Your current rate for natural gas, through this program, is set to expire with your September 2007 billing period.

IGS and your community are pleased to announce that a new fixed stable rate has now been secured for you. Effective with your October 2007 billing period, your new rate for natural gas will be **\$0.989 per CCF**, plus applicable taxes and Columbia Gas of Ohio charges.

Your new stable rate of \$0.989 represents a **12% reduction** compared to your current rate and will remain in effect through your September 2008 billing period. Furthermore, your rate is the **lowest 12 month** fixed rate available in the marketplace, according to the The Public Utilities Commission of Ohio's Apples to Apples chart for Columbia as of 09/11/07.

If you do not wish to continue participation in your community's natural gas aggregation program and purchase natural gas at a fixed stable rate of \$0.989 per CCF through September 2008, you may cancel your contract with IGS at no charge at any time. If you do nothing you will continue your service with IGS at \$0.989 per CCF through your September 2008 billing period.

If you have any questions regarding this letter or would like to be removed from the aggregation program, please contact us at 1-800-280-4474. You may also visit our website at www.igsenergy.com.

Thank you once again for participating in your community's natural gas aggregation program with IGS.

Interstate Gas Supply

Customer Choice Department

Your customer ID number is:

Return Service Requested



Important Contract Renewal Information Enclosed





P.O. Box 9060 Dublin, OH 43016 | igseenergy.com | Fax: 614.923.0470



MailID
First Name Last Name
Address
City, State Zip Code
Barcode

August 9, 2006

Dear City of Rittman Resident:

The City of Rittman is providing you with the opportunity to participate with other Rittman residents in a natural gas governmental aggregation program, with Interstate Gas Supply, Inc. (IGS) as your supplier of gas.

Under governmental aggregation, the City of Rittman acts on behalf of natural gas Sample in the community, to negotiate a gas supply contract with eligible suppliers. Both Rittman and eligible retail natural gas suppliers have to be certified by the Public Utilities Commission of Ohio. Rittman City Council passed an ordinance adopting this program and Rittman voters approved the implementation of the program. The aggregation program for Rittman will begin with your October 2006 billing period and end with your September 2008 billing period.

You will be automatically enrolled in Rittman'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.

Starting with your October 2006 billing period your new rate will be \$1.125 per CCF, plus applicable taxes and Columbia Gas charges. Unlike Columbia's rate, which changes with the market price of gas each month, your rate will remain, fixed at \$1.125 per CCF through your September 2007 billing period. By way of comparison, you paid as high as \$1.361 per CCF with Columbia Gas of Ohio last winter. Thereafter, your rate will be determined on a month by month basis unless your community decides to fix your rate, in which case IGS will notify you. If you do not wish to continue at that rate at that time you may cancel your service with IGS free of charge. Please refer to the attached Terms and Conditions for full details of this offer.

If you want to be excluded from the City of Rittman Natural Gas Aggregation Program, you must return the enclosed "Opt-Out" Form or contact IGS at 1-800-280-4474 by September 10, 2006. If you do not cancel or opt-out at this time, you will be enrolled in the program until it expires with your September 2008 billing period. If you do nothing you will soon receive a letter from Columbia Gas of Ohio notifying you of your transfer to the City of Rittman program with IGS as your supplier.

Under this aggregation, Columbia 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 IGS and sales tax in place of the GCR charge plus gross receipts tax you have been paying to 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.

If you have any questions please call IGS at 1-800-280-4474, weekdays, from 8:00 a.m. to 5:00 p.m. EST. For general information on natural gas deregulation in Ohio, you can also visit the Web Site of the Public Utilities Commission of Ohio at (www.PUCO.ohio.gov).

Sincerely,

The City of Rittman and IGS

P.S. Remember to return the "Opt-Out" form only if you do not want to participate in the City of Rittman 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 Rittman, 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 currently enrolled in the PIPP program.

Tear along dotted line

OPT-OUT Form

I wish to opt out of the City of Rittman Natural Gas Governmental Aggregation Program.

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

(Check box to opt out.)

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Term: The term of this Government Aggregation Program (the "Program") will begin with the September, 2006 billing cycle and will continue through my October, 2007 billing cycle. Interstate Gas Supply, Inc. (IGS) will supply the commodity portion of my natural gas and Sample Gas ("sample") will be my Natural Gas Distribution Company (NGDC). I can contact the IGS choice department by phone at 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 www.igsenergy.com.

Enrollment: My service will begin with initial gas flows, which will begin upon completion of the enrollment process and the transfer of my account by sample, which is expected to commence within one or two billing cycles following completion of the opt-out period.

Regulatory: The SAMPLE Choice Program and your Government Aggregator are subject to ongoing Public Utilities Commission of Ohio (PUCO) jurisdiction and I understand that if the Choice Program or this Natural Gas Governmental Aggregation Program is terminated, this agreement may be terminated, without penalty to either party and without notice from IGS.

Billing: For my convenience I will receive only one bill, which will be issued by the NGDC each month and will contain IGS' gas price plus applicable taxes and all of the NGDC's transportation and other applicable charges, including any late fees assessed by the NGDC. I agree to continue to pay the NGDC for the entire gas bill under the NGDC's payment terms and conditions. If I pay under the budget bill payment plan, I understand that this service is available and will remain available. IGS reserves the right to issue an invoice to me directly; such invoice would contain IGS' gas price plus applicable taxes and may also include all of the NGDC's transportation and other applicable charges. IGS may terminate this agreement with fourteen (14) days written notice should I fail to pay the bill or meet any agreed-upon payment arrangements. The NGDC may also disconnect my service without first returning me to the NGDC service if I fail to pay for my invoices on time, subject to the NGDC Tariff and Ohio law. IGS has the right to charge me a late fee of 1.5% per month for all past-due amounts owed if IGS invoices me separately. 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 affirmative written 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.

Contact and Dispute Resolutions: In the event of a billing dispute or issue regarding volume or metering, I should contact the NGDC at the number listed on their bill. For other questions about pricing, I can contact the IGS choice department by phone weekdays from 8:00 a.m. to 5:00 p.m. EST at 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 www.igsenergy.com. Also, I can contact IGS through e-mail at choice@igsenergy.com. If my questions are not resolved after I have called IGS, I may call the public utilities commission of Ohio (PUCO) at 1-800-486-2727 or 1-614-466-3292, or 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.com, which is certified by the Commission.

Jurisdiction: If a dispute cannot be resolved in the above fashion I agree to bring any dispute arising out of 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 court and agree 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.

Price: My price through my October, 2006 billing cycle will be \$8.73 per CCF, which does not include applicable taxes or NGDC transportation and other charges. Beginning with my November, 2006 billing cycle and thereafter, the Municipality, with the consent and agreement of IGS, shall have the right to determine the price of my gas through my June, 2008 billing cycle on this Program, to establish a price for my natural gas for any month or months and for all or part of my volume consumed in the month(s), based on the applicable New York Mercantile Exchange (NYMEX) Futures price of gas in DTH multiplied by 1.065, plus \$1.07 per CCF in the months of November through March and \$0.76 per CCF in the months of April through October. In the event the Municipality does not establish the price as described herein, the price for all natural gas delivered by IGS to the local utility's city gate and billed by the local utility shall be determined each month by the prior-month NYMEX closing monthly price of gas in DTH multiplied by 1.065, plus \$1.07 per CCF in the months of November through March and \$0.76 per CCF in the months of April through October.

Renewal: The Government Aggregation current period continues through June, 2008. My Government Aggregator will provide me an opportunity not less frequently than every two years, beginning with the commencement date of the program, to opt-out of the Government Aggregation program without penalty, as long as the program continues.

Rescission Period: I understand that SAMPLE will send me a confirmation notice of transfer of service and that I will have seven days from the confirmation postmark date to rescind my enrollment with IGS. If I want to rescind I should contact SAMPLE in writing or by calling them at the number listed on the confirmation notice. Otherwise, I understand that as part of a Government Opt-Out Aggregation, I will be included in the aggregation program unless I notify IGS within twenty-one (21) days of the postmark date of this notice that I do not wish to be included. I can notify IGS by contacting IGS by telephone or in writing as indicated under Contact and Dispute Resolution above, or by completing an opt out mail back form and sending it to IGS.

Cancellation: I may cancel this agreement, with no charge to me, at any time during the 7-day rescission period or within 21 days of the initial notice date of this Program. I will also be permitted to cancel my enrollment in this Program, with no fee, during each 24 month renewal period as described above. At any other time, either party may cancel this agreement during the term of this Program by giving thirty days notice to the other and paying a twenty-five dollar (\$25.00) cancellation fee. If I switch my services back to the NGDC or another supplier, this agreement will be terminated and I agree to pay the cancellation fee. I acknowledge that if I return to the NGDC, I may be charged a price other than the GCR rate and a switching fee may apply.

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.

Moving: If I move to another address outside of the SAMPLE service territory this agreement will automatically terminate with no penalty to either party. If I move to another address within SAMPLE service territory either party may terminate this agreement with no penalty. However, if I relocate within the SAMPLE service territory and I do not cancel, I agree that IGS may, at its option, automatically continue this agreement at my new address under my new SAMPLE account number and I hereby authorize IGS to enroll me and SAMPLE to move this agreement to my new location. Furthermore if IGS is unable to determine my account number, I agree to provide my new account number to IGS upon their request. If IGS is unable to obtain my account number or is unable to enroll me at my new address within 120 days, then this agreement will automatically terminate with no penalty to either party.

Eligibility: This agreement is for residential and small commercial customers eligible to participate in this Government Aggregation Program. IGS reserves the right, at any time and in its sole discretion, to terminate service to customer locations that are enrolled but were or are not eligible to participate, with no penalty to either party. Furthermore, participation in the program is subject to the rules of DEO, your Government Aggregator, and the Public Utilities Commission of Ohio. Additionally, customers are sometimes terminated either in error or for being in arrears. In such instances I can contact SAMPLE 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.

Return the "Opt-Out" form only if you do not want to participate in the City of Rittman Natural Gas Aggregation Program.

Mail by September 10, 2006

to:

Natural Gas Governmental Aggregation Program

PO Box 9060

Dublin, Ohio 43017-0960



Tuesday, September 21, 2004

Dear Rittman Resident:

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

Under governmental aggregation, the City of Rittman acts on behalf of natural gas consumers who are participating in the program, to negotiate a gas supply contract with eligible suppliers. Both Rittman and eligible retail natural gas suppliers have to be certified by the Public Utilities Commission of Ohio. Rittman City Council passed an ordinance adopting this program and Rittman voters approved the implementation of the program on November 4, 2003. The aggregation program for Rittman will begin with your _____ 2004 billing cycle and end with your _____ 2005 billing cycle.

You will be automatically enrolled in Rittman'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 _____ 2005 billing cycle will remain stable at \$ _____ per ccf, excluding sales tax. 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, Vectren Source, 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 Rittman Natural Gas Aggregation Program you must return the enclosed "Opt-Out" form which must be received by Vectren Source no later than _____, 2004 or you can call Vectren Source, toll free, at 1-800-516-6811. If you do not opt out at this time, you will be enrolled in the program until it expires in _____ 2006. 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 Vectren Source, and advising you to contact them if you don't want to be in the Program. Again, if you have not changed your mind about participating in the Aggregation Program, you do not have to do anything with that letter.

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 Vectren Source and sales tax charge on the cost of the gas supply in place of the bundled rate 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 Vectren Source at 1-800-516-6811 from 8:00am to 8:00pm EST, Monday through Friday. 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) or the Public Utilities Commission of Ohio (www.PUCO.ohio.gov).

Sincerely,

The City of Rittman

P.S. Remember to return the "Opt-Out" form or call Vectren Source only if you do not want to participate in the City of Rittman 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 Rittman, you have received this letter in error. Please contact Vectren Source at 1-800-516-6811 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.

X-----

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

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

I wish to opt out of the City of Rittman 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:

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Service address (city, state and zip): _____

Phone number: (____) _____ Date: _____

Account holder's signature: _____

Mail by October 10, 2004 to: Vectren Source Natural Gas Governmental Aggregation Program,
P.O. Box 3037 Evansville, Indiana 47703-3037
Or call us prior to 4pm October 14, 2004 at 1-800-516-6811

Terms & Conditions

Parties: Vectren Retail, LLC ("Vectren Source") will supply the commodity portion of my ("Customer") natural gas as part of my community's Government Aggregation Program ("Program"). AMP-Ohio is the Agent for the Program and Columbia Gas of Ohio ("COH") will remain my Natural Gas Distribution Company ("NGDC").

Term: The term of this agreement will begin with initial gas deliveries enabled by the Program and will continue through the October 2006 billing cycle ("Primary Term") and unless the endorsement agreement between the community and Vectren Source 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: Customer's service with Vectren Source will commence upon the successful completion of the Program's opt-out period and enrollment process with COH, which is expected to commence within one or two billing cycles following completion of the opt-out period

First Year Stable Rate: Customer's price will remain stable through the October 2005 billing cycle at \$X.XXX per ccf, excluding sales tax. Customer acknowledges that COH will continue to perform distribution services and Customer will be responsible for all charges assessed by COH.

Second Year Adjustment: Customer's price will be re-determined for the period commencing with the November 2005 billing cycle and ending with the October 2006 billing cycle. The price will be determined by AMP-Ohio at some point in time prior to October 10, 2005, based on a formula tied to the weighted average NYMEX price plus a renegotiated retail adder ("adder"). Each year thereafter, the price will be recalculated using the weighted NYMEX price plus an adder determined to be acceptable by AMP-Ohio. At the conclusion of the Primary Term, Customer does not wish to continue services with Vectren Source, Customer cancel this agreement without penalty by notifying Vectren Source at the telephone number, email address, or physical address noted below.

Regulatory Jurisdiction: The CHOICE Program pursuant to which Vectren Source shall supply natural gas is subject to ongoing jurisdiction of the Public Utilities Commission of Ohio ("PUCO"). If the Program is terminated by the PUCO, then both you and Vectren Source have the right to terminate this Agreement without penalty to either party.

Billing: Vectren Source will place its charges for the natural gas delivered on Customer's COH bill. Vectren Source's commodity charge will be separately identified among those charges Customer regularly receives from COH. Customer agrees to pay Vectren Source's commodity charges in accordance with the payment procedures implemented by COH.

Customer Service: Should Customer have any questions or comments concerning Vectren Source's services, Customer can call Vectren Source toll free at 1-866-306-8136 during the hours of 8am to 5pm CST, Monday through Friday, contact Vectren Source by mail at P.O. Box 3037, Evansville, IN 47730-3037 or by e-mail at customer@vectrensource.com. Should a dispute arise between Customer and Vectren Source that cannot be resolved by a Vectren Source Customer Service Representative, then that dispute will be referred to a Vectren Source Customer Service Manager for consideration. A determination regarding the dispute will be communicated to Customer either by telephone, regular mail or electronically. If Customer's questions are not resolved after Customer has called Vectren Source, Customer may call the Public Utilities Commission of Ohio (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 614-466-8180 from 8:00am to 5:00pm weekdays, or visit the PUCO website at www.puco.ohio.gov or as otherwise specified by the Commission. Residential customers may call the Ohio Consumers' Counsel ("OCC") toll free at 1-877-742-5622 from 8:30am to 5:30pm weekdays, or visit the OCC website at www.pickocc.org or as otherwise specified by the OCC.

Rescission and Cancellation of Contract: COH will send Customer a letter confirming Customer's enrollment with Vectren Source. Customer has seven (7) business days from the postmark date of that letter ("rescission period") to change his/her mind and to rescind Customer's enrollment by notifying Vectren Source at the above mailing address, telephone number or e-mail address or by contacting COH at 1-800-344-4077. If, after the rescission period this agreement is terminated prematurely for any reason attributable to Customer's action or inaction, Customer will incur a \$25.00 cancellation fee, subject to any limitations set forth in the Contract Termination clause below. If Customer voluntarily returns to COH after having selected Vectren as Customer's marketer, Customer may be charged a price other than the COH GCR rate. Also, should Customer decide to switch from one marketer to another, COH may impose a switching fee if provided for by the COH tariff. Further, should Vectren Source intend to terminate this Agreement and to discontinue service to you at the expiration of the Initial or any Subsequent Term, Vectren Source shall, to the maximum extent possible, provide you thirty (30) days notice.

Contract Termination: This Agreement shall terminate automatically without penalty if: a) the requested service location is not served by COH; b) Customer relocates; or c) Vectren Source returns Customer to utility service if such termination is permitted by this Agreement. Customer has the right to terminate this Agreement without penalty if: a) Customer relocates; or b) for the same reasons that Vectren Source has a right to terminate this Agreement without penalty, if any, other than for non-payment.

Payment Information: Customer has the right to request, without charge, up to twenty-four months of payment history for services performed by Vectren Source.

Non-disclosure of Information: Vectren Source will not release Customer's account number or Customer's social security number (if Customer provided it) without Customer's affirmative written consent.

Assignment: This contract is assignable by Vectren Source without Customer's consent subject only to any regulatory approvals.

Eligibility: This agreement is for residential and small commercial customers and Vectren Source reserves the right at any time to terminate service to Customer locations that consume more than 2000 MCF per year and return Customer to the COH with no penalty to either party. Also, participation in the program is subject, in part, to the rules implemented by COH and, as a result, customers are sometimes terminated from the CHOICE program. Regardless of the reason for termination, in no case will the original term be extended for months that Customer was unable to participate nor will Vectren Source have any liability for any early termination or for any months that Customer was unable to participate in the program.

Limitation of Liability: Vectren Source assumes no liability or responsibility for losses or consequential damages arising from items associated with COH, including, but not limited to: operations and maintenance of their system; any interruption of service; termination of service; or deterioration of service, nor does Vectren Source 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 Rittman has experience in negotiating, contracting and providing for common services for residents of the City. Some examples of experience as a service provider are:

- Water and Sewer Service
- Police and Fire Service
- Parks and Recreation

The City routinely negotiates for services and supplies that benefit the residents of Rittman.

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 Rittman 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 CHOICESM 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.