

FAX**FILE****The E Group**A Division of
The Energy Solutions Corp.341 White Pond Drive
Akron, Ohio 44320

July 28, 2010

Public Utilities Commission of Ohio
Docketing Division, 13th Floor
180 East Broad St.
Columbus, OH 43215-3793

PUCO

RECEIVED-DOCKETING DIV
2010 JUL 28 PM 2:13Re: Natural Gas Governmental Aggregator Renewal Certification for City of Marion
(Case Number 02-1771-GA-GAG)

To Whom It May Concern:

Please find attached a copy of the City of Marion Natural Gas Governmental
Aggregation Renewal Certification Application.

I will send the original and 10 copies as required via the U.S. Postal Service.

If you have any additional needs or questions, please do not hesitate to contact me.

Sincerely,

Kimberly Malcolm
The E Group
341 White Pond Drive
Akron, OH 44320
Phone: 330-315-6911
Fax: 330-315-9471
E-Mail: kmalcolm@e-grp.com

Attachment

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 SB Date Processed 7/28/10



| PUCO SECTION 10.1 - Version 11.0 | | |
|----------------------------------|------------------------------|--------------------------|
| Date Received | Renewal Certification Number | ORIGINAL GAG Case Number |
| | | 02 - 1771 - 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 Marion
 Address 233 W. Center Road, Marion, OH 43302
 Telephone No. 740-387-4817 Web site address
 Current PUCO Certificate Number 02-019 Effective Dates 09/29/2008 - 09/29/2010

A-2 Contact person for regulatory or emergency matters:

Name Stephanie Everhart Title Energy Advisor
 Business Address The E Group, 341 White Pond Drive, Akron, OH 44320
 Telephone No. 330-315-7282 Fax No. 330-315-8458 Email Address everharts@e-grp.com

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

Name Stephanie Everhart Title Energy Advisor
 Business address The E Group, 341 White Pond Drive, Akron, OH 44320
 Telephone No. 330-315-7282 Fax No. 330-315-8458 Email Address everharts@e-grp.com

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

Customer service address The E Group, 341 White Pond Drive, Akron, OH 44320
 Toll-Free Telephone No. 888-809-8436 Fax No. 330-436-1903 Email Address everharts@e-grp.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

Gay M. Brown, Service Director

Sworn and subscribed before me this

12th day of July

Month 2010 Year

Signature of official administering oath

Judy A. Neal
Print Name and Title

My commission expires on



JUDY A. NEAL
Notary Public, State of Ohio
My Comm. Exp. Feb. 3, 2015
Recorded in Marion County



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 Marion)

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

Case No. 02-1771

-GA-GAG

County of Marion
State of Ohio

County of Marion

[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

Gay M. Brown, Service Director

Sworn and subscribed before me this

12th day of

July

Month

2010

Year

Signature of Official Administering Oath

Judy A. Neal

My commission expires on

JUDY A. NEAL

Notary Public, State of Ohio

My Comm. Exp. Feb. 3, 2015

Recorded in Marion County

(Governmental Aggregation Renewal) Page 3 of 3

RECORD OF ORDINANCES

000093

Dixon Legal Black Co.

Form No. 30041

Ordinance No. 2001-29, Page One

Passed JUL 0 9 2001

City of Marion

Exhibit B-1

"Authorizing Ordinance

page 1 of 3

ORDINANCE AUTHORIZING ALL ACTIONS NECESSARY TO CREATE A GOVERNMENTAL NATURAL GAS AGGREGATION PROGRAM WITH OPT-OUT PROVISIONS PURSUANT TO THE AUTHORITY CONFERRED BY THE OHIO REVISED CODE AND DIRECTING THE MARION COUNTY BOARD OF ELECTIONS TO SUBMIT A BALLOT QUESTION TO THE ELECTORS OF THE CITY OF MARION, AND DECLARING AN EMERGENCY

WHEREAS, the Ohio Legislature has enacted provisions within the Ohio Revised Code which permit legislative authorities to aggregate natural gas consumption in the respective jurisdictions and to enter in to service agreements to facilitate those loads the purchase and sale of natural gas, and

WHEREAS, such legislative authorities may exercise such authority jointly with any other legislative authorities, and

WHEREAS, governmental aggregation provides an opportunity for residential and small business customers collectively to participate in the potential benefits of natural gas deregulation through better bargaining power which they would not otherwise be able to do individually, and

WHEREAS, the Council seeks to establish a governmental aggregation program with opt-out provisions pursuant to the authority contained within the O.R.C. for the resident, business and other natural gas consumers in the City, which may include a collected or joint effort with any other municipal corporation, township, county or other political subdivision of the State of Ohio,

BE IT ORDAINED by the Council of Marion, Marion County, Ohio:

Section 1. The Council finds and determines that it is in the best interests of the City, its residents, businesses and other natural gas consumers located within the corporate limits of the City to establish a Natural Gas Aggregation Program. Provided that this Ordinance and the Natural Gas Aggregation Program Issue is approved by the electors of the City pursuant to section 2 of this Ordinance, the City is hereby authorized to aggregate in accordance with the authority contained within the O.R.C. all the natural gas usage located within the City, and, for that purpose, to enter in to service agreements to facilitate for that usage the sale and purchase of natural gas. The City may exercise such authority jointly with any other municipal corporation, township or county or other political subdivision of the State of Ohio to the full extent permitted by law. The aggregation will occur automatically for each person owning, occupying and/or controlling any premise using natural gas and will provide for opt-out rights described in Section 3 of this Ordinance.

Section 2. The Board of Elections of Marion County, Ohio is hereby directed to submit the following question to the electors of the City at the general election on November 6, 2001:

Shall the City of Marion have the authority to aggregate the natural gas usage located in the City, and, for that purpose, enter into service agreements to facilitate the sale and purchase of natural gas, such aggregation to occur automatically except where any person elects to opt-out?

The Clerk of Council is instructed to immediately file a certified copy of this Ordinance and the proposed form of the ballot question with the County Board of Elections not less than seventy-five (75) days prior to November 6, 2001. The Natural Gas Aggregation Program shall not take effect unless approved by a majority of the electors voting upon this Ordinance and the Natural Gas Aggregation Program provided for herein at the election held pursuant to this section and the authority granted under the O.R.C..

Section 3. Upon the approval of a majority of the electors voting at the election provide for in Section 2, this Council shall develop a plan of operation and governance for the Natural Gas

000094

RECORD OF ORDINANCES

Ordinance No. 2001-99, Page Two

Form No. 100-1

Passed JUL 0 9 2001

Aggregation Program. Before adopting this plan, the Council shall hold at least two public hearings on the plan. Before the first hearing, notice of the hearing shall be published once a week for two consecutive weeks in a newspaper of general circulation in the City. The notice shall summarize the plan and state the date, time and location of each hearing. No plan adopted by this Council shall aggregate the natural gas usage unless it in advance discloses to the person owning, occupying, controlling or using the natural gas that the person will be enrolled automatically in the Natural Gas Aggregation Program and will remain so enrolled unless the person affirmatively elects by a state procedure not to be so enrolled. The disclosure shall state prominently the rates, charges, and other terms and conditions of enrollment. The stated procedure shall allow any person enrolled in the Program the opportunity to opt out of the program every two years, without paying a switching fee. Any such person that opts out of the Program pursuant to the stated procedures shall default to the standard service offer until the person chooses an alternative supplier.

Section 4. This Ordinance is hereby declared to be an emergency measure necessary for the welfare of the City of Marion and its' inhabitants thereof given the immediate need to place the matter on the ballot and the deadlines related thereto; and as such shall take effect and be in force immediately upon its' passage and approval by the Mayor, provided it receives the affirmative vote of two-thirds of all members elected to Council, otherwise it shall become effective from and after the earliest period allowed by law.

APPROVED: JUL 10 2001

David L. Kelley
Mayor

Kurt A. Kuhlman
President of Council

ATTEST:
Christy Chappin
Clerk of Council

Approved As Submitted Pursuant
To M.C.O.
MARK D. RUSSELL
DIRECTOR OF LAW
CITY OF MARION

Form No. 17 Prescribed by Secretary of State,

Kern 5-12

National Graphical Corp., City, O.
Form No. 17-1

CERTIFICATE OF RESULT OF ELECTION ON QUESTION OR ISSUE

Revised Code, Section 1301.01

State of Ohio

County of MarionThe Board of Elections of Marion County herebycertifies that at the election held in City of Marion

(Municipality)

in said county on November 4, 2001 the

(Date of election)

vote cast on the following issue was as follows:

Issue Shall the City of Marion have the authority to
aggregate the natural gas usage located in the city, and for
(The city, town, village, local option, etc. — determine fully)
that purpose, enter into service agreements to facilitate the
sale and purchase of natural gas, such aggregation to occur
automatically except where a person elects to opt out?

Votes yes
(For yes, check on ballot)

3,226

(Number)

Votes no
(If a ballot, etc. — as no ballot)

1,983

(Number)

Total vote cast on issue:

5,189

(Number)

Witness our official signatures at Marion Ohio insaid county, this 19 day of November, 2001Thomas A. Grulich

Chairman

Henry J. GrutmanWendell P. LinnRick RiedAttest: Christa L. Smircich

Director

BOARD OF ELECTIONS

Marion County, Ohio

City of Marion
Exhibit B-2 Operation and Governance Plan

City of Marion Plan of Operation and Governance

BACKGROUND AND DEFINITIONS

The voters approved on November 6, 2001, the City of Marion to act as an Aggregator (purchasing agent) and enter into an agreement with a natural gas supplier or other natural gas aggregator on behalf of all of the residents of City of Marion for the supply of natural gas, such aggregation to occur automatically except where any resident elects to opt-out, all in accordance with Ohio law. As part of being a Government Aggregator, the City of Marion will become certified by the Public Utilities Commission of Ohio and operate under the Rules for Competitive Retail Natural Gas Service, pursuant to Chapter 4929.01 of the Ohio Revised Code ("ORC"). A description of how the plan will operate is set forth below. In order to clarify certain terminology, the following terms will have the meanings set forth below:

"Aggregation Services Consultant" means the entity retained by the City of Marion to provide the required management service related to "Government Aggregation".

"Member" means a person enrolled in City of Marion's government aggregate group for "Retail Natural Gas Aggregation Service".

"Aggregation Group" means the sum total of the City of Marion's Members who are participants in the program for natural gas.

"Government Aggregator" means a legislative authority of a municipal corporation acting as an aggregator for the provision of Retail Natural Gas Service under the authority conferred under section 4928.20 of the Ohio Revised Code.

"Retail Natural Gas Supplier" means any person, as defined in Section 4929.01 of the Revised Code, that is engaged on a for profit or not for profit basis in the business of supplying or arranging for the supply of a "Competitive Retail Natural Gas Service" to consumers in this state that are not mercantile customers.

"Competitive Retail Natural Gas Service" means any Retail Natural Gas Service that may be competitively offered to consumers in this state as a result of revised schedules approved under division (C) of section 4929.29 of the Revised Code.

"Retail Natural Gas Aggregation Service" means combining the natural gas load of multiple retail residential Members or small commercial Members via an agreement with the Members for the purpose of purchasing retail natural gas service on an aggregated basis.

"Retail natural gas aggregator" means a person who contracts with Members to combine the Members' natural gas load for the purpose of purchasing retail natural gas service on an

aggregated basis.

A description of how the plan will operate is set forth below.

OPERATIONAL PLAN:

Aggregation Services

City of Marion will use a contractor ("Aggregation Services Consultant") to perform and manage aggregation services for its Members.

Database: The Retail Natural Gas Supplier will build and maintain a database of all Members which shall be the property of the City of Marion. The database will include the name, address, Columbia Gas of Ohio account number, and other pertinent information such as rate code, rider code (if applicable), most recent 12 months of usage information, and meter read dates. This database will be updated at least quarterly. Accordingly, the Retail Natural Gas Supplier will develop a process to be implemented that will be able to accommodate at a minimum Members who (i) leave the program due to relocation, opting out, etc. (ii) decide to enter the program; (iii) relocate within the City of Marion.

Member Education: The Aggregation Services Consultant will develop an educational program that generally explains the aggregation program to its Members, provides updates and disclosures mandated by the ORC, and implements a process to deal with allowing any person enrolled in the Aggregation Program the opportunity to opt out of the program at least every two years, without paying a switching fee, Member inquiries and complaints. See Appendix A for a detailed description of the Education Process.

Retail Natural Gas Supplier Selection Process: The Aggregation Services Consultant will develop recommendations for City of Marion to retain a Retail Natural Gas Supplier, develop a procurement strategy, administer the RFP process as appropriate, evaluate responses, select the supplier and negotiate a supply contract. Included in the process will be the development of the screening criteria to be used in the selection process, which, at a minimum, will include price, financial wherewithal, experience, and references. The City will provide the Aggregation Services Consultant with the boundaries, constraints, and minimum requirements that will need to be included in any supplier contract. See Appendix B for a detailed description of the Retail Natural Gas Supplier Selection Process.

The City of Marion will contract with a qualified Retail Natural Gas Supplier to provide Retail Natural Gas Aggregation Services. The Aggregation Services Consultant will provide City of Marion with Retail Natural Gas Supplier recommendations. The selected Retail Natural Gas Supplier must provide adequate, accurate, and understandable pricing terms and conditions of service, including any switching fees and the conditions under which a Member may rescind a contract without penalty. The Retail Natural Gas Supplier must provide the Aggregation Services Consultant with an electronic file containing the Members usage, charges, and (if applicable) any other pertinent information. The Retail Natural Gas Supplier must have a local City of Marion phone number or a toll free number for Members to call.

Member Service and Billing: The Aggregation Services Consultant will develop a Member service process, to be administered by the Aggregation Services Consultant, the Retail Natural Gas Supplier, or their designated agent, that at a minimum will be able to accommodate (i) Member inquiries and complaints about billing; and (ii) answer questions regarding the program in general. This process will include at a minimum a description of how telephone inquiries will be handled, either internally or externally, how invoices will be prepared, how remittance of payment will be dealt with, and how collections for delinquent accounts will be addressed. See Appendix C for a detailed description of the Member Service Plan.

City of Marion will use the Retail Natural Gas Supplier, or its designated agent to provide billing services to each Member for the Retail Natural Gas Aggregation Service plus an administrative fee (if required) to fund City of Marion's Aggregation Services. The billing statement will be rendered by the Retail Natural Gas Supplier or Columbia Gas of Ohio and will be consistent with all applicable guidelines issued by the Public Utilities Commission of Ohio.

Compliance Process: The Aggregation Services Consultant will develop internal controls and processes to ensure that the City of Marion remains in good standing as a Government Aggregator that complies with all laws, rules and regulations surrounding the same, as they may be amended from time to time. It will be the Aggregation Services Consultant's responsibility to deliver periodic reports that will include at a minimum (i) the number of Members participating in the Program; (ii) the total savings or increase from the previous year's baseline; and (iii) a reconciliation of the cash remitted from Members and the amount paid to suppliers. The Aggregation Services Consultant will also develop a process to monitor and provide notification of any changes in laws, rules or regulations.

Services to be provided to members: The City of Marion aggregation program will contract with a Retail Natural Gas Supplier to provide retail natural gas service to residential and business Members who are currently served by the Local Distribution Company (LDC) Columbia Gas of Ohio. The services that will be provided under the aggregation effort, the policies for the inclusion and exclusion of members, and the Terms and Conditions of service are included in Appendix D.

GOVERNANCE GUIDELINES

At a minimum, the following guidelines will apply to the Aggregation Program:

- City Council will approve through Resolution or Ordinance the Contracts entered into by City of Marion with the Aggregation Services Consultant, the Retail Natural Gas Supplier, and any other contracts exceeding \$15,000 entered into by City of Marion for the Aggregation program.
- City Council will approve through Resolution or Ordinance the Plan of Operation and Governance for the Aggregation program and any Amendments thereto.
- The City will bid for Aggregation Services Consultant services at least every 5 years.
- The City will select a Retail Natural Gas Supplier at least every 5 years.
- The City of Marion will contract with only Retail Natural Gas Suppliers certified by the Public Utilities Commission of Ohio for the provision of Retail Natural Gas Aggregation Service to the City of Marion's Members.

- The City of Marion will require any Aggregation Services Consultant, and Retail Natural Gas Supplier to disclose any subcontractors that it uses in fulfillment of the services described above.
- The City of Marion will require the Aggregation Services Consultant and the Retail Natural Gas Supplier to maintain either a toll free telephone number, or a telephone number that is local to City of Marion residents who are Members.
- All costs of the Aggregation Program should be paid either through the general fund and/or through the inclusion of a fee that will be included in the charge for natural gas. No direct fees will be charged for enrollment.
- Oversight of the Aggregation Program will be the responsibility of the Safety and Services Director with the approval of the City Law Director, who will report to the Mayor. These individuals will have the authority to develop bid specifications for the Aggregation Services Consultant, and then select, hire, and manage the Aggregation Services Consultant.
- The Aggregation Services Consultant will be responsible for making recommendations regarding the selection and performance of the Retail Natural Gas Supplier. The Aggregation Services Consultant will work under the direction of the Safety and Services Director with advice and Counsel of the Law Director.

Appendix A Education Process

The Aggregation Services Consultant will develop the educational program. Its purpose will be to explain the aggregation program to its members, provide updates and disclosures as mandated by the ORC, and provide the opportunity for the members to opt out of the program. The following are the program components.

1. Each residential Member and business within the limits of The City of Marion included in the aggregation program will receive via U.S. Mail notification of:
 - a. What government aggregation means including a summary of the actions that were taken to authorize the aggregation program.
 - b. Their membership in the government aggregation program.
 - c. A description of the services that will be provided under the aggregation.
 - d. Disclosure of any limitations or conditions on Member acceptance into the aggregation.
 - e. The procedure which must be followed in order to opt out of the program.
 - f. The price of natural gas service that they can expect to receive as a member of the program and a description of how any variable price offers will be determined.
 - g. The terms and conditions of service, including an itemized list and explanation of all fees and charges that will be charged to the Member for participation in the aggregation program, including any applicable switching fees or early termination penalties. The terms and conditions will include credit and/or deposit policies and requirements.
 - h. Disclosure of the dates covered by the aggregation program including an estimated service commencement date.
 - i. A local or toll free telephone number that Members can call with questions regarding the formation or operation of the aggregation, including associated calling hours.
 - j. The deadline for returning the opt out form.
2. The Aggregation Services Consultant will work with the City of Marion to determine meetings that would be helpful to attend to educate members about the program. These might include Chamber of Commerce, City Council, Kiwanis, Lion's Club, etc. The Aggregation Services Consultant will attend these events to present information and answer questions about the aggregation program.
3. The Aggregation Services Consultant will assess whether advertising in the local Newspaper is needed to better educate the community.
4. The Aggregation Services Consultant will provide updates and disclosures as mandated by the ORC.
5. The opt out opportunity will be provided to the members of the program every two years. Should conditions, suppliers, price, or any other component of the program change within the two-year period, an assessment will be made whether another opt out opportunity is warranted.
6. The City of Marion will comply with the opt-out rules stated in OAC 4901:1-28-04.

Appendix B
Retail Natural Gas Supplier Selection Process

1. The Aggregation Services Consultant will develop screening criteria to be used in the selection process for a Retail Natural Gas Supplier, which, at a minimum, will include price, financial wherewithal, experience, ability to implement the Member Service Plan, and references. The City of Marion will provide the Aggregation Services Consultant with the boundaries, constraints, and minimum requirements that are required of a Retail Natural Gas Supplier.

The Retail Natural Gas Supplier will be selected through a Request for Proposal (RFP) or through direct negotiation, if approved by the City of Marion, by a process that will be developed by the Aggregation Services Consultant and reviewed and approved by the City of Marion. The process will include the following:

- a. The Retail Natural Gas Supplier can be selected through direct negotiation if only one supplier is making offers to residential and small commercial Members.
- b. If directed by the City of Marion, the Aggregation Services Consultant will organize the bid process.
- c. The Aggregation Services Consultant will develop a list of qualified suppliers.
- d. The City of Marion will review and approve list of qualified suppliers.
- e. As directed by the City of Marion, the Aggregation Services Consultant will develop the Request for Proposal.
- f. The City of Marion will review and approve Request for Proposal prepared by the Aggregation Services Consultant.
- g. As directed by the City of Marion, the Aggregation Services Consultant will send request for the proposal to a list of qualified suppliers.
- h. The Aggregation Services Consultant will respond to the suppliers' questions.
- i. The Aggregation Services Consultant will manage and organize the bids.
- j. The Aggregation Services Consultant will discuss and clarify bidder's proposal.
- k. The Aggregation Services Consultant will analyze bids and compare to shopping credits.
- l. The Aggregation Services Consultant will recommend a short list of suppliers to the City of Marion.
- m. The Aggregation Services Consultant will report and present recommendations to the City of Marion.
- n. The Aggregation Services Consultant will negotiate price, terms and conditions with selected bidders.
- o. The City of Marion will execute the contract with the Retail Natural Gas Supplier.

Appendix C

Member Access and Complaint Handling

Member Access:

1. The City of Marion will require the Retail Natural Gas Supplier to ensure Members reasonable access to its service representatives to make inquiries and complaints, discuss charges on Member bills, and transact any other business.
2. Telephone access will be toll free and afford Members prompt answer times during normal business hours.
3. The City of Marion will require the Retail Natural Gas Supplier to provide a twenty-four-hour automated telephone message instructing callers to report any service interruptions or natural gas emergencies to Columbia Gas of Ohio.

Member Complaints:

1. The Aggregation Services Consultant will require the Retail Natural Gas Supplier to investigate Member complaints (including Member complaints referred by Columbia Gas of Ohio) and provide a status report within three business days following receipt of the complaint to:
 - a) The Member, when the complaint is made directly to the Retail Natural Gas Supplier or Aggregation Services Consultant; or
 - b) The Member and the Public Utilities Commission of Ohio Staff ("Commission Staff"), when a complaint is referred to the Retail Natural Gas Supplier or the Aggregation Services Consultant by the Commission Staff.
2. The Aggregation Services Consultant may choose to have the supplier perform certain functions as the City of Marion's agent. However, the City of Marion is still responsible for ensuring that the requirements of these rules met.
3. If an investigation is not completed within ten business days, the Retail Natural Gas Supplier or the Aggregation Services Consultant will provide status reports to the Member and the Commission Staff. Such status reports will be provided at three-business day intervals until the investigation is complete, unless the action that must be taken will require more than three business days and the Member has been so notified.
4. The Aggregation Services Consultant will require the Retail Natural Gas Supplier to inform the Member, the Aggregation Services Consultant, or the Member, and Commission Staff, of the results of the investigation, orally or in writing, no later than three business days after completion of the investigation. The Member or Commission Staff may request the report in

writing.

5. If a Member disputes the Retail Natural Gas Supplier's or Aggregation Services Consultant report, the Retail Natural Gas Supplier or Aggregation Services Consultant will inform the Member that the Commission Staff is available to mediate complaints. The Retail Natural Gas Supplier or Aggregation Services Consultant will provide the Member with the current address, local/toll free telephone numbers, and TDD/TTY telephone number of the Commission's Public Interest Center.
6. The City will require each Retail Natural Gas Supplier to retain records of Member complaints, investigations, and complaint resolutions for two years after the occurrence of such complaints, and will provide such records to the Commission Staff within three business days of request.
7. Each Retail Natural Gas Supplier or Aggregation Services Consultant will make good faith efforts to resolve disputes, and cooperate with the resolution of any joint issues with Columbia Gas of Ohio.

Retail Natural Gas Service Issues

If Members contact Columbia Gas of Ohio concerning competitive retail natural gas service issues, Columbia Gas of Ohio is required to:

1. Review the issue with the Member to determine whether it also involves Columbia Gas of Ohio
2. Cooperate with the resolution of any joint issues with the Retail Natural Gas Supplier or Aggregation Services Consultant, and
3. Refer the Member to the appropriate Retail Natural Gas Supplier or Aggregation Services Consultant in those instances where the issue lacks Columbia Gas of Ohio involvement.

Slamming Complaints

1. A slamming complaint is a Member's allegation that the Member's Retail Natural Gas Supplier or Aggregation Services Consultant has been switched without the Member's authorization.
2. If a Member contacts Columbia Gas of Ohio, Retail Natural Gas Supplier or the Aggregation Services Consultant and has been switched without the Member's authorization, Columbia Gas of Ohio, Retail Natural Gas Supplier or Aggregation Services Consultant will:
 - (a) Provide the Member any evidence relating to the Member's enrollment;
 - (b) Refer the Member to the PUCO's Public Interest Center;
 - (c) Provide the Member with the local/toll-free telephone numbers of the PUCO's Consumer Service Department
 - (d) Cooperate with the staff in any subsequent investigations of the slamming complaint.

3. Except as otherwise provided in Chapter 4901:1-28, of the Administrative Code, if the Retail Natural Gas Supplier cannot produce valid documents confirming that the Member authorized the switch, there will be a refutable presumption that the Member was switched without authorization. Such documents include one of the following, in conformance with the requirements of Rule 4901:1-29-06 of the Administrative Code:
 - (a) A signed contract, in the case of direct enrollment;
 - (b) An audio recording, in the case of telephonic enrollment; or
 - (c) Electronic consents, in the case of Internet enrollment.
4. In the event that the Member was switched from one Retail Natural Gas Supplier or Government Aggregator to a different Retail Natural Gas Supplier without authorization, the Member's previous Retail Natural Gas Supplier or Government Aggregator will re-enroll the Member without penalty under such Member's original contract price for the duration of the original term and send Columbia Gas of Ohio an electronic enrollment request;
5. In the event that a Member was switched from Columbia Gas of Ohio commodity service to a Retail Natural Gas Supplier or the Government Aggregator without authorization, Columbia Gas of Ohio will switch the Member back to Columbia Gas of Ohio's GCR commodity service without penalty.

Member Billing and Payments

1. The City of Marion will require the Retail Natural Gas Supplier to bill Members directly for Retail Natural Gas Services or arrange for Columbia Gas of Ohio or its agent to bill Members for such services.
2. Member bills issued by or for the Retail Natural Gas Supplier and Governmental Aggregation Services Consultant will be accurate and understandable, be rendered at intervals consistent with those of Columbia Gas of Ohio, and contain sufficient information for Members to compute and compare the total cost of competitive Retail Natural Gas Aggregation Service (s). Such bills will also include:
 - a) The Member's name, billing address, service address, the Member's Columbia Gas of Ohio's account number, and if applicable, The Retail Natural Gas Supplier account number;
 - b) The dates of service covered by the bill, an itemization of each type of competitive natural gas service covered by the bill, any related billing components, the charge for each type of service, and any other information the Member would need to recalculate the bill for accuracy;
 - c) The Member's historical consumption during each of the preceding twelve months; with a total and average consumption for such twelve month period.

- d) The applicable billing determinants, including beginning meter reading, ending meter reading(s), multipliers, and any other consumption(s) adjustments;
 - e) The unit price charged per Ccf or Mcf, whichever is consistent with Columbia Gas of Ohio's Member billing format, for Retail Natural Gas Aggregation Service, as calculated by dividing current period competitive Retail Natural Gas Aggregation Service charges by the current-period consumption;
 - f) An identification of the Retail Natural Gas Supplier of the Retail Natural Gas Service appearing on the bill;
 - g) The amount billed for the current period, any unpaid amounts due from previous periods, any payments or credits applied to the Member's account during the current period, any late payment charges or gross and net charges, if applicable, and the total amount due and payable.
 - h) The due date for payment to keep the account current. Such due date will be no less than that provided by Columbia Gas of Ohio for its charges;
 - i) Current balance of the account, if a residential Member is billed according to a budget plan;
 - j) Options and instructions on how Members may make their payments;
 - k) For each provider whose charges appear on the bill, a listing of the provider's toll-free telephone number and address for Member billing questions or complaints;
 - l) The following statement:
"If your questions are not resolved after you have called Columbia Gas of Ohio, Members may call the Public Utilities Commission of Ohio (PUCO), toll free at 1-800-686-7826 or visit the PUCO website at www.puco.ohio.gov or as otherwise specified by the Commission. Residential Members may also call the Ohio Member's Counsel (OCC), toll free at 1-877-742-5622 or visit the OCC website at www.pickocc.org or as otherwise specified by the OCC;
 - m) The Columbia Gas of Ohio's 24-hour local/toll-free telephone number for reporting service emergencies;
 - n) Identification of estimated bills or bills not based upon actual end-of-period meter readings for the period; and
 - o) An explanation of any codes and abbreviations used;
3. If applicable, the Retail Natural Gas Supplier will, upon request, provide Members with the name and street address/location of the nearest payment center and/or authorized payment agent.

4. If applicable, when a Member pays the bill at a payment center or to an authorized payment agent, such payment will be credited to the Member's account as of the day such payment center or agent receives it.
5. The City of Marion and the Retail Natural Gas Supplier will establish policies and procedures for handling billing disputes and requests for payment arrangements.
6. Partial payments applied towards any past due amount on a bill or the balance due on a disconnection notice must be apportioned to past due Columbia Gas of Ohio service and delivery charges, then to any current Columbia Gas of Ohio service and delivery charges, before being applied to any retail natural gas supplier or City of Marion charges unless the Member pays the entire amount past due or more. Any amount paid over the amount past due will be applied first to Columbia Gas of Ohio service and delivery charges.
7. If the Retail Natural Gas Supplier selected by the City of Marion elects for its charges to be included on a Columbia Gas of Ohio's consolidated bill:
 - (a) The Retail Natural Gas Supplier will furnish Columbia Gas of Ohio sufficient bill contents as required by division (B) of rule 4901:1-29-12 of the Administrative Code;
 - (b) Columbia Gas of Ohio will produce a consolidated bill including all such required contents provided by the Retail Natural Gas Supplier or Government Aggregator if it is not already on the Member's bill from Columbia Gas of Ohio;
 - (c) The consolidated bill will state the name of the applicable Retail Natural Gas Supplier in close proximity to the Retail Natural Gas Supplier's commodity charges; and
 - (d) Columbia Gas of Ohio will offer budget billing of a Retail Natural Gas Supplier as a customer elect option.
8. Member bills issued by or for Columbia Gas of Ohio will state the Member's historical consumption during each of the preceding twelve months, with a total and average consumption for such twelve-month period.
9. If Columbia Gas of Ohio acts as the billing agent for the Retail Natural Gas Supplier, customer partial payments will be credited as follows:

Partial payments applied towards any past due amount on a bill or the balance due on a disconnection notice must be apportioned to past due Columbia Gas of Ohio service and delivery charges, then to any current Retail Natural Gas Supplier unless the Member pays the entire amount past due or more. In that case any amount paid over the amount past due shall be applied first to Columbia Gas of Ohio service and delivery charges.

10. Columbia Gas of Ohio will not disconnect a Member's natural gas service for nonpayment of competitive Retail Natural Gas Service charges or in the event of a bill dispute of such charges.
11. Full payment of a budget amount due is not to be construed as a partial payment.

Appendix D

Services to be provided to Members

Determination of the Rates:

The rates charged for Retail Natural Gas Service will be determined by adding an administrative fee on a per Mcf or Ccf basis to the rates for Retail Natural Gas Service proposed by the selected Certified Retail Natural Gas Supplier.

Plan for providing the Opt-Out notice: See the Appendix A Education Process.

Process for developing pool of accounts that will be included in the aggregation:

The accounts that will be included in the aggregation will be based on the account's eligibility to participate in Aggregation Group for which favorable pricing can be obtained for both residents and small commercial. The accounts located within Marion will be first identified by zip code, and the Aggregation Services Consultant will provide further analysis to include accounts within the boundary and exclude accounts outside of the boundaries of the city. Only Members whose information is provided to the Aggregation Services Consultant by Columbia Gas of Ohio and those Members who currently do not have any commitments under contracts with other Retail Natural Gas Suppliers will be eligible for participation. The Aggregation Services Consultant will then exclude all Members electing to "opt-out" and all Members whose opt-out notice is returned as undeliverable.

Policies associated with a Member moving into the aggregation:

A resident and business that moves into City of Marion, per the Rules for Competitive Retail Natural Gas Service and its Providers pursuant to Chapter 4901, of the Revised Code. Initially, service will have to be granted by Columbia Gas of Ohio and then subsequently with the Retail Natural Gas Supplier of choice from the City of Marion at the current rate available. At the direction of The City, but not more frequently than quarterly, the Aggregation Services Consultant will provide an Opt-In process for new residents and businesses, or potential new members. The disclosure form and the process will be the same as for initial members of the program; the pricing available will depend on the then current price available from the Retail Natural Gas Supplier.

A resident or business that moves from a location will be dropped from the existing supplier, per the rules of Columbia Gas of Ohio. No fees will be charged. If the resident and business relocates within the City of Marion, they will be treated the same as any resident and business that moves into the City of Marion.

Policies associated with the ability of Members who had previously opted out of the Aggregation Program:

A resident or business that elects to "Opt-Out" of the Aggregation Group, will be given the opportunity to rejoin the Aggregation Group in the next Opt Out process following the two year anniversary of that Member's election to "Opt-Out". If a resident or business would like to rejoin the group prior to the second anniversary of the original "Opt-Out", then they will be included in the next group formed for new members. Once a resident or business elects to "Opt-Out" of a given Aggregation Group, their re-inclusion in that given group will be at the discretion of the Retail Natural Gas Supplier.

DRAFT

City of Marion
Exhibit B-3 Automatic Aggregation Disclosure
Page 1 of 1

The City of Marion officials would like to offer you the opportunity to join with other Marion residents and small businesses to possibly save money on the natural gas you use.

The goal of the program is to achieve a lower natural gas bill, with a price per CCF for the competitive portion of the bill below the Gas Cost Recover (GCR) charge you would experience staying with Columbia Gas of Ohio. However, savings are not guaranteed.

There is no cost to enroll in Marion's natural gas program. Of course, you are not obligated to join Marion's natural gas aggregation program. You have the next 21 days – until MDYYY – to return the enclosed "opt-Out" form. By returning the signed form you will be excluded from the opportunity to join with other Marion citizens in Marion's natural gas aggregations program.

Once enrolled in the aggregation program, you will be sent a notice every two years asking if you wish to remain in Marion's aggregation program.

If you have any questions or concerns, you may call The E Group, a team of experts assisting Marion in the aggregations process, toll-free at 1-8xx-xxx-xxxx, Monday through Friday (:00am to J:30pm.

Sincerely,

City of Marion

Opt-out Notice
P1072

**The City of Marion Natural Gas Governmental Aggregation Program
Selects a GUARANTEED SAVINGS OFFER
with Volunteer Energy Services, Inc.,
continuing the relationship which began two years ago.**

April 27, 2009

Dear City of Marion Resident,

The City of Marion is providing you with the opportunity to join with other residents to save money on the natural gas you use. Savings are possible through a concept called government aggregation; where City Voters elected to bring together citizens to gain group-buying power for the purchase of natural gas from a retail supplier licensed by the Public Utilities Commission of Ohio. The City of Marion voters approved this program in November 6, 2001.

Pursuant to the Program's By-Laws, during the past few months we have researched options for competitive natural gas pricing. The best alternative selected is an Ohio based corporation Volunteer Energy Services, Inc. (VESI) to provide you with natural gas – or the competitive portion of your natural gas bill – for the term of July 1, 2009 through May 30, 2011. There is no cost for enrollment and you will not be charged a switching fee. You do not need to do anything to participate. *While you may have received other solicitations for natural gas supply, this is the City's official authorized program.*

For members of this program, VESI has offered to continue to provide natural gas to Aggregation Members at nearly 10% off of Columbia Gas of Ohio's monthly Gas Cost Recovery rate charge (exclusive of sales tax)! In addition to the assurance of monthly gas savings, there are also no early termination penalties if you decide to leave this offer. If Columbia Gas of Ohio exits the mercantile function, eliminating the Gas Cost Recovery Rate, VESI will notify you of any change in pricing structure via us postal mail. Please be aware, Columbia Gas of Ohio will always be responsible for ensuring the transmission of natural gas to your premises.

City of Marion residents: You have until May 25, 2009 to return the attached "opt-out" form if you wish to be excluded from the City's natural gas government aggregation program and remain a full-service customer of Columbia Gas of Ohio. You must return the attached "opt-out" form if you do not wish to participate. If you do not opt out at this time, you will receive a notice at least every two years asking if you wish to remain in the program.

After you become a participant in this government aggregation program, Columbia Gas of Ohio will send you a letter confirming your selection of VESI as your natural gas provider. As required by law, this letter will inform you of your option to cancel your contract with VESI within ten days of its postmark. To remain in the City's government aggregation program, you do not need to take any action when this letter arrives.

Columbia Gas of Ohio will continue to maintain your meter, the monthly reads and the pipelines that deliver natural gas to your home. Your natural gas invoice will continue to come from Columbia Gas of Ohio. The only thing you'll notice is savings.

If you have any questions, call VESI toll-free at 1-800-977-8374 ext 2951, Monday through Friday, 9 a.m. to 5:00p.m.

Regards,
Mark Skaggs, Volunteer Energy Services, Inc.
Scott Schertzer, Mayor, City of Marion

P.2 of 2

These **ENERGY SUPPLY TERMS AND CONDITIONS** have important information you need to know before you commit to natural gas service from Volunteer Energy Services, Inc. ("VESI"). VESI is an Ohio corporation whose customers include a variety of Ohio natural gas end users. VESI's purpose is to provide to its members the lowest cost alternative for reliable supplies of natural gas. This is accomplished by purchasing wholesale energy supplies and services and then dispersing those supplies to VESI's customers. As a supply customer of VESI, you agree to the Terms and Conditions of VESI's natural gas supply contract.

Service Arrangements: VESI's energy supplies will be delivered to your residence or facilities via the utility's pipelines. Natural gas supply will be provided for your facilities by VESI on a cost per Mcf/Ccf basis. The price will vary from month to month and will be based upon a pricing mechanism of 10% off of Columbia Gas of Ohio's monthly Gas Cost Recovery plus \$.005 per ccf. If Columbia Gas of Ohio exits the merchantile function, eliminating the Gas Cost Recovery Rate, VESI will notify you of any change in pricing structure via us postal mail.

Term: The term of this Agreement shall commence when accepted by VESI and shall continue until May 31, 2011 on a month-to-month basis until terminated pursuant to the terms of this Agreement. Natural gas service will begin within 60 days of approval. Customers supply Agreement with VESI and natural gas service can be terminated on 30-day notice in writing to VESI. The local natural gas utility will provide transportation of that natural gas at rates approved by the Public Utilities Commission of Ohio.

Office Locations and Hours: VESI's offices are located at 790 Windmill Dr. Pickerington, Ohio, 43147 and are open from 9:00 AM to 5:00 PM E.S.T., Monday through Friday. VESI can be reached by telephone at 614-328-2931 or toll free at 800-977-8374 ext 2951. Telephone service hours are from 9:00 AM to 5:00 PM E.S.T., Monday through Friday.

Bill Payment Process: The utility will continue to bill you for their delivery services and also for VESI's natural gas supplies. Your monthly invoice will contain the utilities transportation charges and VESI's gas supply charges and is due by the date published on the invoice. VESI may terminate your membership and natural gas supply agreement upon fourteen (14) days notice for failure to pay the bill or to meet any agreed upon payment arrangement.

Complaint Dispute Resolution: If you have any complaints regarding your natural gas service or your monthly bill, please contact us at 800-977-8374. Upon request, VESI will provide to you up to twenty-four months of your payment history without charge. If VESI's staff cannot remedy your dispute, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) (website www.puco.ohio.gov) at 1-800-686-7826 or, for the hearing impaired, 1-800-686-1570 weekdays from 8:00 a.m. to 5:30 p.m. Additionally, the Ohio Consumers' Council (OCC) represents residential customers in matters before the PUCO. The OCC may be contact toll free at 1-877-742-5622 from 8:00 a.m. to 5:00 p.m. weekdays or visit www.pickocc.org.

Amendment to Agreement: VESI and Customer may amend VESI's Supply Agreement from time to time upon approval. Any amendments made would not take effect for a minimum of thirty (30) days and you will receive thirty (30) days written notice. Notice of any such change is public information and may be announced by any one of or variation of the following methods; local newspaper press release, local radio station announcement, written communications to participants or update on City's website.

Calls for Service Problems: If you become aware of a gas emergency condition, or experience an unanticipated loss of gas service, you should contact the utility at the number listed on your gas bill.

Credit: We may verify your credit history with a credit reporting company upon your application for membership in VESI. Determination of credit worthiness will be by generally accepted business practices.

Termination/Rescission of Agreement: You may rescind your natural gas supply agreement with VESI within seven (7) days of signing a supply agreement by notifying us in writing at the address identified above. After the initial seven (7) day period, either you or we may terminate the contract at any time by providing the non-terminating party thirty (30) days written notice of such termination. You will remain responsible for all natural gas consumed by you prior to the actual cessation of services but there is no termination fee charged by VESI. If your supply contract with VESI is terminated, your natural gas supply will automatically be provided by the utility under its standard tariff unless or until you choose another supplier. If you voluntarily terminate your membership in VESI, it is possible that Columbia Gas of Ohio may charge you more than their gas cost recovery rate. There will be no early termination fees associated with the City's guaranteed savings rate. This Agreement will automatically terminate upon the occurrence of any of the following: (1) the requested service location is not served by the incumbent natural gas company; (2) the customer moves outside the area served by the incumbent natural gas company or VESI; and (3) VESI's determines to terminate your supply agreement and returns you to the incumbent natural gas company. Natural gas may only be shut off by the utility under procedures approved by the Public Utilities Commission.

Program Compliance: The utility's deregulation program is subject to the ongoing jurisdiction of the PUCO. If the PUCO cancels the program, this contract is rendered void with no penalty to either party. The laws of the State of Ohio will govern this agreement.

VESI's guaranteed savings excludes utility charges and taxes. Service is subject to enrollment processing timelines as determined by your local utility and VESI's aforementioned Terms and Conditions of Service. To be eligible to participate in the aggregation, you must 1.) have a residence or business located in the City of Marion 2.) be eligible to receive natural gas from Columbia Gas of Ohio 3.) meet Ohio non-merchantile requirements 4.) be current with your natural gas payments 5.) not be enrolled in the PIPP program and 6.) not take supply service from another natural gas marketer. If you believe you received this letter in error as you are not located in the City of Marion, please contact VESI to remove your account from our aggregation list.

P.S. Remember to return the opt-out form only if you do not want to participate in the City's municipal aggregation program.

OPT OUT FORM - CITY OF MARION RESIDENTIAL MUNICIPAL AGGREGATION PROGRAM

By returning this signed form, you will be excluded from the opportunity to join with other residents in the City of Marion Municipal Aggregation Program.

I wish to opt out of the City of Marion Municipal Aggregation Program. (Check box to opt out.) ☐

Service address: _____

Phone number: _____ Account number: _____

Printed name: _____

Account holder's signature: _____ Date: _____

City of Marion
Exhibit B-5 Experience

Experience

Statement of Contract

The City of Marion has contracted with The E Group to provide consultation on and implementation of its natural gas aggregation program. Listed below is a description of The E Group's relevant experience, contract summary, as well as the biographies of key personnel that will work on the City of Marion's aggregation program.

Contracted Entity

FirstEnergy Solutions DBA The E Group
395 Ghent Road, Suite 418
Akron, OH 44333

Relevant Experiences

The E Group consults and manages over 2 BCF of natural gas on an annual basis as well as over 2 billion kwhs of electric energy for a portfolio of customers. The portfolio ranges from small commercial accounts to large industrial accounts to government aggregation accounts. The E Group has significant experience in providing energy management services to lower its clients' energy costs.

The E Group also has experience managing/procuring energy for groups with large membership. Currently, The E Group runs the natural gas aggregation programs for the City of Marion and the County of Summit. The E Group also has built and maintained databases for the electric aggregation for both the City of Marion and the City of Parma that are comprised of both residents and small business.

City of Marion
Exhibit B-5 Experience

Summary of Contract

| Project Phase | Activity |
|---------------|---|
| 1 | Assessment and Project Definition Identify program objectives Assess regulatory requirements Develop timelines for completion Provide list of potential suppliers Develop supplier selection criteria Provide potential prices for gas/GCR |
| 2 | Implementation of Aggregated Group Develop Operation and Governance Plan Plan, attend, assist in 2 public hearings City Council to approve Operation and Governance Plan Apply for PUCO certification Identify customer group Estimate total consumption for RFP |
| 3 | Selection of Alternative Supplier Develop and issue RFP Summarize results/present recommendations Conduct contract negotiations |
| 4 | Community Awareness Conduct program opt-out |
| 5 | Service the Contract Monitor aggregated group Provide regulatory and market updates Complete required reporting |

City of Marion
Exhibit B-5 Experience

Team Members, Duties and Biographies

Linda Turner

Currently Ms. Turner is the Director of The E Group. Prior to that position she was the Manager of Fuel Transportation Contracting and Strategy for FirstEnergy Solutions. In that capacity, she was responsible for developing and securing the company's transportation model. Additionally, Ms. Turner also had responsibility for the development and implementation of FE's transportation related capital projects.

Linda began her career with Mobil Chemical in 1982 and over the next twenty years served in numerous Supply Chain management roles. In 2000, Linda accepted a position with TOTAL Petrochemicals, USA, where she developed and managed both the company's Domestic and International Transportation programs. Linda joined FirstEnergy Solutions in July 2006 with offices in Akron, Ohio.

Linda has been actively involved in Transportation Industry affiliations, serving as past Vice-Chair of the American Plastics Council Transportation Logistics. She is currently serving as Immediate Past President of the Southwest Association of Railshippers and is on the Board of Directors of the National Association of Railshippers. Linda serves as a Director on the Waterways Council Board and is an active participant in the National Coal Transportation Association.

Kimberly Malcolm

Kimberly Malcolm is the Natural Gas Manager with The E Group, a non-regulated, wholly owned subsidiary of FirstEnergy Solutions. Kimberly has over 20 years of experience in the energy field. Areas of expertise include Gas and Electric Procurement, Credit Management, Rates and Regulatory Affairs, and Power Plant Engineering. As lead of the natural gas practice, Kimberly is currently responsible for researching, developing, and implementing procurement and hedging strategies for customers along with analyzing and evaluating rates and tariffs.

Kimberly was the procurement specialist assigned to GE Industrial Systems where she managed electric and natural gas procurement for a \$100 million plus annual energy spend. Currently, she serves as the natural gas supply side manager for Sherwin Williams, Verizon Wireless and Service Master. She was the project manager for the development of an electric procurement strategy for The State of Ohio, Office of Procurement Services. Previously, she managed electricity procurement for Sherwin Williams and Pinnacle Health Systems, and successfully managed The City of Parma's electric aggregation program that brought 10% savings to the residents.

Prior to assuming her positions with The E Group, Kimberly was supervisor of Credit and Collections for electric commodity sales in deregulated markets. Her responsibilities included setting policies for extending credit, determining credit enhancements, and credit scoring. Kimberly also developed credit and collection processes, evaluated and selected information systems, and determined credit requirements for multi-million dollar commercial and industrial accounts. She also analyzed accounts receivable and credit risk exposure.

City of Marion
Exhibit B-5 Experience

As an Analyst in Rates and Regulatory Affairs, Kimberly performed financial analysis in the areas of revenue requirements and product pricing. She performed research on capital intensity of utility industry, operating costs, and inventory management; prepared standard filing requirement schedules on operating income for rate applications; and developed responses to regulatory inquiries regarding revenue and expenses. Kimberly also developed and implemented action plans for impact evaluation of demand side management (DSM) programs and developed customer surveys, analyzed results, and determined operating and financial impact of the programs.

Kimberly graduated from John Carroll University in 1996 with a Master of Business Administration (MBA) degree and from the Georgia Institute of Technology in 1985 with a Bachelor of Science degree in Mechanical Engineering.

Kimberly is a Certified Energy Procurement Professional by the Association of Energy Engineers.

Stephanie Everhart

Duties: Develop and implement energy procurement strategies, research tariff applicability, risk management services for natural gas, and negotiating rates and contracts with suppliers and transportation negotiations with local distribution companies.

Stephanie Everhart is a Business Analyst with the E Group. Stephanie has over 10 years of experience with the natural gas industry in scheduling, local distribution company (LDC) coordinating, energy consulting and accounts services. As a Business Analyst, Stephanie is currently responsible for researching, developing, and implementing procurement strategies for customers in the energy markets, in addition to analyzing and evaluating rates and tariffs.

Prior to assuming her present position with The E Group, Stephanie's position was Downstream Scheduler for FirstEnergy Solutions. Her responsibilities included forecasting customer consumption based on weather, heat load, and customer type. She also nominated and scheduled gas to customers in Ohio, Pennsylvania, and Kentucky. She was also responsible for balancing gas with the LDC's.

Stephanie is presently managing natural gas procurement for the State of Ohio's Natural Gas Aggregation Program. Under Stephanie's leadership, the program has generated significant term savings for its participants. She currently provides gas management services that include negotiating rates and contract and tariff analysis. She also prepares requests for natural gas pricing, analyzes natural gas related billings and works to correct any discrepancies. She also prepares monthly usage reports and savings analysis.

Stephanie is also responsible for gas procurement analysis and reporting for the City of Marion and County of Summit natural gas aggregation programs.