

FILE



CITY OF GAHANNA

March 28, 2012

Docketing Division
The Public Utilities Commission of Ohio
13th Floor
180 East Broad Street
Columbus, OH 43215-3703

RE: In the Matter of the Application of the
City of Gahanna for
Re-Certification as a Governmental Aggregator
Case No. 04-1007-GA-GAG

RECEIVED-DOCKETING DIV
2012 MAR 29 AM 11:30
PUCO

Docketing Division:

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

The material provided includes the following:

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

Should you have any questions or need additional information please contact me at 614-342-4005 or dottie.franey@gahanna.gov

Respectfully submitted,

A handwritten signature in cursive script that reads "Dottie Franey".

Dottie Franey
Director of Public Service
City of Gahanna

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 FN Date Processed MAR 29 2012



The Public Utilities Commission of Ohio

RENEWAL CERTIFICATION FILING INSTRUCTIONS OHIO NATURAL GAS GOVERNMENTAL AGGREGATORS

- I. **Where to File:** Applications should be sent to: Public Utilities Commission of Ohio (PUCO or Commission), Docketing Division, 13th Floor, 180 East Broad Street, Columbus Ohio 43215-3793.
- II. **What to File:** Applicant must submit one original notarized application signed by a principal officer and ten copies, including all exhibits, affidavits, and other attachments. All attachments, affidavits, and exhibits should be clearly identified. *For example, Exhibit B-1 should be marked "Exhibit B-1 - Authorizing Ordinance."* All pages should be numbered and attached in a sequential order.

IMPORTANT REQUIREMENT: The renewal application must be docketed in the applicant's original GA-GAG case number. Therefore, applicant should enter that number on the renewal application form when filing a renewal application.
- III. **When to File:** Pursuant to Rule 4901:1-27-09 of the Ohio Administrative Code, renewal applications shall be filed between 30 and 120 days from the prior certificate's expiration date.
- IV. **Renewal Application Form:** The renewal application form is available on the PUCO Web site, www.puco.Ohio.gov or directly from the Commission located at: Public Utilities Commission of Ohio, Docketing Division, 13th Floor, 180 East Broad Street, Columbus, Ohio 43215-3793.
- V. **Confidentiality:** If any of an applicant's answers require the applicant to disclose what the applicant believes to be privileged or confidential information not otherwise available to the public, the applicant should designate at each point in the application that the answer requires the applicant to disclose privileged and confidential information. Applicant must still provide that privileged and confidential information is (*separately filed and appropriately marked*). Applicant must fully support any request to maintain the confidentiality of the information it believes to be confidential or proprietary in a motion for protective order, filed pursuant to Rule 4901:1-1-24 of the Ohio Administrative Code.
- VI. **Commission Process for Certification Renewal:** An application for renewal shall be made on forms approved and supplied by the Commission. The applicant shall complete the appropriate renewal form in its entirety and supply all required attachments, affidavits, and evidence of capability specified by the form at the time an application is filed. The Commission renewal process begins when the Commission's Docketing Division receives and time/date stamps the application. An incomplete application may be suspended or rejected. An application that has been suspended as incomplete will cause delay in renewal.

The Commission may approve, suspend, or deny an application within 30 days. If the Commission does not act within 30 days, the renewal application is deemed automatically approved on the 31st day after the official filing date. If the Commission suspends the renewal application, the Commission shall notify the applicant of the reasons for such suspension and may direct the applicant to furnish additional information. The Commission shall act to approve or deny a suspended application within 90 days of the date that the renewal application was suspended. Upon Commission approval, the applicant shall receive notification of approval and a numbered, renewed certificate that specifies the service(s) for which the applicant is certified and the dates for which the certificate is valid. Unless otherwise warranted, the renewed certification designation will remain consistent with the previously granted certification. For example, a certified Ohio natural gas governmental aggregator will renew as a certified Ohio natural gas governmental aggregator.

Unless otherwise specified by the Commission, the natural gas governmental aggregator's renewed certificate is valid for an additional period of two years, beginning and ending on the dates specified on the certificate. The applicant may renew its certificate in accordance with Rule 4901:1-27-09 of the Ohio Administrative Code.

Ohio natural gas governmental aggregators shall inform the Commission of any material change to the information supplied in a renewal application within thirty (30) days of such material change in accordance with Rule 4901:1-27-10 of the Ohio Administrative Code.

VII. *Contractual Arrangements for Capability Standards:* If the applicant is relying upon contractual arrangements with a third-party, to meet any of the certification requirements, the applicant must provide with its application all of the following:

- The legal name of any contracted entity;
- A statement that a valid contract exists between the applicant and the third-party;
- A detailed summary of the contract(s), including all services provided thereunder; and
- The documentation and evidence to demonstrate the contracting entity's capability to meet the requirements as if the contracting entity was the applicant.

VIII. *Governing Law:* The certification/renewal of Ohio natural gas governmental aggregators is governed by Chapters 4901:1-27 and 4901:1-28 of the Ohio Administrative Code, and Section 4929.20 of the Ohio Revised Code.



PUCO USE ONLY – Version 1.07		
Date Received	Renewal Certification Number	ORIGINAL GAG Case Number
		04 - 1007 - 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 Gahanna
Address 200 South Hamilton Road, Gahanna, Ohio 43230
Telephone No. 614-342-4005 Web site address www.gahanna.gov
Current PUCO Certificate Number 04-086G(4) Effective Dates July 23, 2010 through July 23, 2012

A-2 Contact person for regulatory or emergency matters:

Name Dottie Franey Title Director of Public Service
Business Address 200 South Hamilton Road, Gahanna, Ohio 43230
Telephone No. 614-342-4005 Fax No. 614-342-4100 Email Address dottie.franey@gahanna.gov

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

Name Dottie Franey Title Director of Public Service
Business address 200 South Hamilton Road, Gahanna, Ohio 43230
Telephone No. 614-342-4005 Fax No. 614-342-4100 Email Address dottie.franey@gahanna.gov

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

Customer service address 200 South Hamilton Road, Gahanna, Ohio 43230
Toll-Free Telephone No. 614-342-4005 Fax No. 614-342-4100 Email Address dottie.franey@gahanna.gov

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

Dottie Franey, Director of Public Service

Sworn and subscribed before me this

28

day of

March

Month

2012

Year

Madonna Harper

Signature of official administering oath

Print



Madonna S. Harper
Notary Public, State of Ohio
My Commission Expires 03-09-2013

My commission expires on



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 Gahanna)

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

Case No. 04-1007

-GA-GAG

County of Franklin
State of Ohio

Dottie Franey, Director of Public Service

[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

Dottie Franey, Director of Public Service

Sworn and subscribed before me this 28 day of March Month 2012 Year

Madonna Harper

Signature of Official Administering Oath

Print Name



My commission expires

Madonna S. Harper
Notary Public, State of Ohio
My Commission Expires 03-09-2013

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

Exhibit B-1

Authorizing Ordinance



City of Gahanna
Signature
Ordinance

200 South Hamilton Road
Gahanna, Ohio 43230

File Number: ORD-0070-2004

Date Passed: 4/19/2004

**TO ADOPT THE PLAN OF OPERATION AND GOVERNANCE FOR THE CITY OF
GAHANNA'S NATURAL GAS AGGREGATION PROGRAM**

WHEREAS, pursuant to Chapter 4929 of the Ohio Revised Code, to facilitate competitive retail natural gas service to promote 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, Ohio 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;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GAHANNA,
STATE OF OHIO:

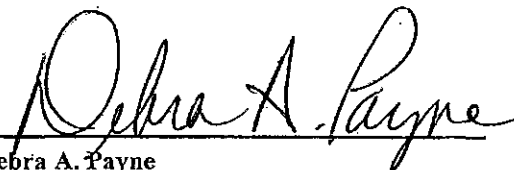
Section 1. That this Council hereby adopts the City of Gahanna Plan of Operation and Governance, attached hereto as EXHIBIT A, for the implementation and administration of the City's municipal gas aggregation program in accordance with Ohio Revised Code 4929.26(c).

Section 2. Modifications to the Plan of Operation and Governance to comport with rule changes enacted and implemented by the PUCO shall be effected without the necessity of amendments to this ordinance and shall be on file in the office of the Director of Public Service as if incorporated herein.


Section 3. That 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 actions were in compliance with the law.

Section 4. That this ordinance shall be in full force and effect after passage by this Council and 30


This Ordinance was Adopted, this 19th day of April, 2004.


Debra A. Payne
President of Council

ATTESTED to and PRESENTED to the Mayor;
this 20th day of April, 2004.


Isobel L. Sherwood, MMC
Clerk of Council

APPROVED by the Mayor, this
22nd day of April 2004.


Rebecca W. Stinchcomb
Mayor

Approved as to form:



Thomas L. Weber
City Attorney

Exhibit B-2

Plan of Operations and Governance

CITY OF GAHANNA

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

ADOPTED BY CITY COUNCIL

April 19, 2004

PROPOSED PLAN OF OPERATION AND GOVERNANCE FOR MUNICIPAL GAS AGGREGATION

Overview

At the November 4, 2003 general election, local residents authorized the City of Gahanna (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 Gahanna 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

PROPOSED PLAN OF OPERATION AND GOVERNANCE FOR MUNICIPAL GAS AGGREGATION

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

Oversight of the Aggregation Program will be the responsibility of Director of Public Service, who shall report to the Mayor. The Director of Public Service, 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 Director of Public Service 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 Gahanna 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

PROPOSED PLAN OF OPERATION AND GOVERNANCE FOR MUNICIPAL GAS AGGREGATION

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

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

All Aggregation Program participants shall enjoy the protections of law afforded to consumers as they currently exist or as they may be amended from time to time. These include rights to question billings or service quality or service practices. All program participants shall also enjoy the individual right to decline participation in the Aggregation Program subject to the terms and conditions contained herein.

All Aggregation Program participants will be treated equitably. They will be guaranteed the right to raise and resolve disputes with the CRNGS Provider, be provided all required notices and information; and always retain the right to opt-out of the Aggregation Program or switch suppliers subject to the terms and conditions contained herein.

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

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

Low-income consumers shall remain subject to all provisions of Ohio law and PUCO rules and regulations as they may be amended from time to time regarding their rights to return to COH General Service and participation in the Aggregation Program.

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

The Gahanna 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 Gahanna City Council approval and filing with the PUCO.

PROPOSED PLAN OF OPERATION AND GOVERNANCE FOR MUNICIPAL GAS AGGREGATION

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

Aggregation Program participants are subject to the same standards and responsibilities as other natural gas consumers, including payment of billings and access to metering and other equipment necessary to carry out utility operations.

The Aggregation Program may be discontinued upon the termination or expiration of the CRNGS Provider contract without any extension, renewal or subsequent contract being executed. In the event of Aggregation Program termination, each participant will receive notification at least 60 days prior to such program termination and could return to COH General Service Rate or select another approved CRNGS Provider.

2. Determination of Rates

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

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

PROPOSED PLAN OF OPERATION AND GOVERNANCE FOR MUNICIPAL GAS AGGREGATION

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 a switching fee.

4. Process for Determining the Pool of Customers

After contract approval by the Gahanna 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.

PROPOSED PLAN OF OPERATION AND GOVERNANCE FOR MUNICIPAL GAS AGGREGATION

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

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

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

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

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

The CRNGS Provider will build and maintain a database of all Aggregation Program participants. The database will include the name, address and COH account number and may include other pertinent information as agreed upon by the City and the CRNGS Provider. Such information may include the CRNGS Provider's account number (if different from COH account number), rate code, rider code (if applicable), most recent 12 months of natural gas consumption, and meter reading cycle. The Aggregation Program database will be updated at least quarterly. The City will have the right to access information in the database for purposes of auditing.

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

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

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

PROPOSED PLAN OF OPERATION AND GOVERNANCE FOR MUNICIPAL GAS AGGREGATION

In addition to the initial 21-day opt-out period described above, each participant will be given an opportunity to opt out of the Aggregation Program every two years without paying an early termination fee. Consumers who choose to opt out of the Aggregation Program at any time other than during the initial 21-day opt-out period or during subsequent opt-out periods offered by the City may be subject to an early termination fee.

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

5. Customer Billing Procedures

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

6. Credit and Deposit Policies

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

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

The Aggregation Program only impacts the source of natural gas supply. COH will continue to deliver the natural gas purchased through the Aggregation Program to participants' homes and businesses through its natural gas distribution system. Participants with question or concerns regarding service delivery or safety, such as a natural gas outage or odor of gas should continue to contact COH at 800-542-2630. 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 Director of Public Service, City of Gahanna, 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.

PROPOSED PLAN OF OPERATION AND GOVERNANCE FOR MUNICIPAL GAS AGGREGATION

Question or Concern	contact	Telephone Number
Natural gas outage or interruption	COH	800-344-4077
Turn natural gas on or off	COH	800-344-4077
Meter reading/billing	COH	800-344-4077
To enroll in or opt-out of the Aggregation Program	CRNGS Provider	800*****
Aggregation Program Questions or concerns	General Manager, AMPO, Inc.	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.

PROPOSED PLAN OF OPERATION AND GOVERNANCE FOR MUNICIPAL GAS AGGREGATION

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.

PROPOSED PLAN OF OPERATION AND GOVERNANCE FOR MUNICIPAL GAS AGGREGATION

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.

PROPOSED PLAN OF OPERATION AND GOVERNANCE FOR MUNICIPAL GAS AGGREGATION

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 NOTIFICATION

(Note: Gahanna has not had an active natural gas aggregation program since December 31, 2010. Attached is a sample of the notification that went out when we had an active program.)

November 10, 2008



Dear City of Gahanna Resident:

The City of Gahanna is providing you with the opportunity to participate with other City of Gahanna residents in a natural gas *governmental aggregation* program, with IGS Energy of Dublin, Ohio as your supplier of gas.

Under governmental aggregation, the City of Gahanna acts on behalf of natural gas consumers in the community to negotiate a gas supply contract with eligible suppliers. Both Gahanna and eligible retail natural gas suppliers have to be certified by the Public Utilities Commission of Ohio. Gahanna City Council passed an ordinance adopting this program and Gahanna voters approved the implementation of the program. Accordingly, the City of Gahanna has chosen IGS to supply natural gas to Gahanna residents.

Your new rate will be \$1.12 per CCF, plus applicable taxes and Columbia Gas of Ohio (Columbia) gas charges. Unlike Columbia's rate which changes with the market price of gas each month, your rate will remain fixed at \$1.12 per CCF through your December 2009 billing period. By way of comparison, Columbia's current market price for its November 2008 billing cycle is \$1.1934 per CCF. Please refer to the attached Terms and Conditions for full details of this offer.

IN ORDER TO TAKE ADVANTAGE OF THIS PROGRAM YOU MUST CONTACT IGS ENERGY.

There are three easy ways to enroll:

1. **Mail:** Please mail the attached enrollment form to IGS at the address shown.
 2. **Fax:** Please fax the attached enrollment form to IGS at 1-800-584-4839.
 3. **Phone:** Please call IGS toll free at 1-800-280-4474.
- Please note that if you are already enrolled with another natural gas supplier, a cancellation fee may apply if you terminate your agreement with that supplier. Please check the terms and conditions of any existing agreement before you enroll in the Gahanna natural gas aggregation program.

Under this aggregation program, 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 8:00 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 Gahanna and IGS

P.S. Remember you must contact IGS to participate in the City of Gahanna's Natural Gas Aggregation Program. To begin with your January billing cycle we must receive the opt-in form by December 11, 2008.

If the home or small business for which you have received this letter is not located within the *City* limits of *Gahanna*, you have received this letter in error.

You are not eligible to participate in this program if you are currently enrolled in the PIPP program.

Please detach here

I wish to join the City of Gahanna Natural Gas Governmental Aggregation Program
OPT-IN Form: AMPOCOH-GAHANNAGS-1.120-1209

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

--	--	--	--	--	--	--	--	--	--	--	--

Check box to opt-in

☐

Name (Please Print) _____

Service Address _____

City State Zip _____

Phone Number _____

Signature (Required) _____

Term: Your service will begin with the first billing cycle your enrollment or rate change is confirmed with the utility company and shall continue through the December, 2009 utility billing cycle ("Primary Term") and month-to-month thereafter, unless my governmental aggregation program continues with IGS Energy ("IGS") as the supplier, in which case the term will renew consistent with such renewal program ("Secondary Term") until canceled by notice as provided by this Agreement. IGS will supply the commodity portion of my natural gas and Columbia Gas of Ohio ("COH") will be my Natural Gas Distribution Company ("NGDC"). I can contact the IGS choice department by phone at 1-800-280-4474, by fax at 614-923-0470, in writing at P.O. Box 9060, Dublin, OH 43017, or through their web site at <http://www.igsenergy.com>.

Regulatory: The NGDC's choice program and my governmental aggregator (e.g., township) are subject to ongoing Public Utilities Commission of Ohio (PUCO) jurisdiction, and I understand that if the choice program or this Program is terminated, this Agreement may be terminated, without penalty to either party.

Price: My price through my December, 2009 billing cycle will be \$1.120 per CCF. I am responsible for applicable taxes and all charges assessed by the NGDC for gas transportation and all other applicable charges and adjustments by the NGDC for delivery of gas. IGS may at its option at any time lower the price effective for a portion of or the remainder of the term of this agreement without notice to me.

Renewal: If my governmental aggregation program continues beyond the Primary Term with IGS as the supplier, IGS will send me notice of renewal along with any changes to this Agreement, including but not limited to notice of my pricing, and any other changes. If for any reason I do not wish to continue, I may cancel this Agreement as provided below. If I do not cancel, the Agreement will renew, and any changes to the terms and conditions will become effective for my Secondary Term. If my governmental aggregation program does not continue beyond the Primary Term then this Agreement will automatically renew on a month-to-month basis at the Variable Rate Formula.

Variable Rate Formula: If I am renewed at a Variable Rate, my price will be calculated each month by taking the applicable NYMEX monthly settlement price and adding an amount not to exceed \$.590 per CCF plus all applicable taxes at the delivery point. I am responsible for all charges assessed by the NGDC for gas transportation and all other applicable NGDC charges, which are not included in my price.

Rescission Period: If I am an existing customer I will not receive a confirmation notice from the NGDC regarding this enrollment, but regardless I have 7 calendar days from enrollment on this Agreement to cancel this enrollment and I will be returned to my previous agreement with IGS, without penalty under this Agreement. If I am a new customer to IGS this Agreement may be rescinded by me with no cancellation fee by: (1) contacting the NGDC in writing or by telephone at the number provided on the confirmation notice within 7 business days from the post-mark date of the confirmation notice sent by the NGDC ("Rescission Period"); or (2) cancelled by contacting IGS in writing or by telephone within 30 days of enrollment with IGS.

Cancellation: Either party can cancel this Agreement within the first 30 days of enrollment with IGS by providing the other with notice of cancellation, with no cancellation fee. At any time during my Primary or any renewal period, either party can cancel this agreement with notice to the other, without a cancellation fee. Cancellation notices provided after the NGDC deadline may result in additional month(s) of service beyond the cancellation notice date, as the effective date of all cancellations are subject to NGDC guidelines and I agree to continue to pay for my service with IGS. I understand that if I switch my service to another supplier or back to the NGDC an NGDC switching fee may apply under the NGDC's tariff and the NGDC may charge a price other than the GCR rate.

Assignment: This contract is assignable by IGS without my consent subject only to required regulatory approvals. IGS will use its best efforts to give the NGDC and me thirty (30) days written notice prior to any assignment.

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 and may also contain applicable taxes and all of the NGDC's transportation and other applicable charges. If IGS invoices me directly and I fail to pay within the terms specified on the invoice(s) a late fee of 1.5% per month on all past-due amounts will apply. If IGS bills me directly for services provided, 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. If I fail to pay my invoices timely which include IGS charges, the NGDC may disconnect my service, according to tariff guidelines. I may request, at no charge, up to 24 months of my payment history for services rendered by IGS. Other than for operation, maintenance, assignment and transfer of my account or, where IGS is performing billing services, or for commercial collections, IGS will not disclose my account number to any other third party without my affirmative written consent or electronic authorization or pursuant to a court or Commission order and that, other than for credit checking and credit reporting, if IGS is performing billing services, IGS will not disclose my social security number without my affirmative written consent or pursuant to court order. 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 issues regarding volume or metering, I should contact the NGDC at the number listed on their bill. For other questions or concerns 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 or concerns are not resolved after I have called IGS, or for general utility information, residential and business customers may call the Public Utilities Commission of Ohio (PUCO) toll free at 1-800-686-7826 or for TDD/TTY toll free at 1-800-686-1570, from 8:00 a.m. to 5:30 p.m. weekdays, or visit the PUCO website at www.puco.ohio.gov. The Ohio Consumers Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted toll free at 1-877-742-5622 from 8:00 a.m. to 5:00 p.m. weekdays or visit www.pickocc.org.

Moving/Termination: I understand that this contract will automatically terminate, without penalty, if I relocate outside the NGDC service territory, or if the requested service location is not served by the NGDC. Also, I understand that I have the right to terminate this Agreement, without penalty, if I relocate inside the NGDC service territory. If I relocate within the NGDC service territory and do not exercise my right to cancel this Agreement, at IGS' option, this Agreement may continue for service at my new location. I agree that if I do not terminate this Agreement as provided in this paragraph, I grant the NGDC the right to provide IGS with my account and meter number(s) for my new location and to transfer my contract to my new location. If requested by IGS, I will also provide IGS with this information. If IGS does not transfer this Agreement for service at my new location within 90 days of relocation, this Agreement will automatically terminate. I understand that I am not entitled to the pricing or service from IGS hereunder at my new location until such time as the NGDC accepts my enrollment with IGS at my new location and/or transfers my contract to my new location and that the pricing hereunder will not be extended for additional months that I was not with IGS, unless agreed to in writing by IGS. Except as provided in this Agreement, if IGS returns me to the NGDC's sales service, this Agreement will terminate without penalty to me.

Eligibility / Limitation of Liability / Jurisdiction: This Agreement is for residential and small commercial customers. By entering this Agreement, I represent and agree that the account(s) served by IGS under this Agreement is (are) residential or small commercial account(s) which include related customers or accounts and aggregate consumption. IGS reserves the exclusive right, at any time, to not enroll or to terminate service to customer locations that consume more than 5000 CCF per year and return the customer to the NGDC with no penalty to IGS. Furthermore, participation in the program is subject to the rules of the NGDC and customers are sometimes terminated from the residential program either in error or for being in arrears. In such instances, I can contact the NGDC to correct the problem and be reinstated in the residential 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. 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. The parties agree that if the customer is unable to resolve its issues through the PUCO as detailed under "Contract and Dispute Resolution" above or if suit is filed, any legal action involving this Agreement shall be brought only in a court of the State of Ohio sitting in Franklin County, Ohio or the United States District Court sitting in Franklin County, Ohio. I submit to the personal jurisdiction in such courts and irrevocably waive any objections that I have or might have in the future to such courts as the proper forum for any and all actions arising under this Agreement. The parties agree that this Agreement shall be interpreted under the laws of the State of Ohio, regardless of Ohio's choice of law provisions.

NOTICE

Return the "Opt-In" form if you want to participate in the City of Gahanna Natural Gas Aggregation Program.

AMPOCOH-GAHANNAGS-1.120-1209

Must Be Received by December 11, 2008

to:

Natural Gas Governmental Aggregation Program
PO Box 9060
Dublin, Ohio 43017-0960

Exhibit B-4

OPT-OUT NOTIFICATION

(Note: Gahanna has not had an active natural gas aggregation program since December 31, 2010.
Attached is the final notification.)

[Address 1]
[Address 2]
[Address 3]
[Address 4]

Date: #####

Dear City of [XmunicipalityX] Resident:

You currently participate in the City of [XmunicipalityX] Governmental Opt-Out Natural Gas Aggregation Program with IGS Energy as your supplier of natural gas. The natural gas marketplace in the State of Ohio has changed over the last few years. Today, there is significant competition and choice for fixed-rate programs and the natural gas market is at an all-time low, reducing the need for the City of [XmunicipalityX] to serve in the role of aggregator. As a result, the City of [XmunicipalityX] no longer feels it necessary to administer a natural gas aggregation program and will suspend the program at the end of December 2010. The City of [XmunicipalityX] will retain the option to serve as a natural gas aggregator into the future, and will continue to monitor natural gas prices and competition.

Your current rate on the program is scheduled to expire with your October 2010 billing period. We are pleased to announce your rate will be lowered to \$0.770 for your November 2010 and December 2010 billing periods. The reduction equates to a 7% discount compared to your current rate. We encourage you to compare fixed rate and variable rate alternatives and natural gas rates by supplier by visiting the Public Utilities Commission of Ohio Apples-to-Apples Comparison Web site at: <http://www.puco.ohio.gov/Puco/ApplesToApples/NaturalGas.cfm?id=4594>.

You may choose to leave the program at any time with no penalty by calling 800-280-4474 between 8:00 a.m. to 8:00 p.m. EST and asking to "opt-out" of the aggregation program. You will be asked for the name of your new gas marketer or you may request to return to "Columbia Gas of Ohio" by specifically requesting the "Columbia Standard Service Offer Rate".

IGS Energy recently purchased a three-year license from NiSource, the parent company of Columbia Gas of Ohio, to use the name "Columbia Retail Energy" to market its gas contracts. IGS Energy's "Columbia Retail Energy" is not affiliated or associated in any way with Columbia Gas of Ohio.

If you do not choose to leave the program by December 15, 2010, you will automatically be returned to "Columbia Gas of Ohio" beginning with your January billing period for supply service and will purchase your natural gas at the "Columbia Standard Service Offer Rate".

General information on natural gas deregulation in Ohio can be found at the Ohio Consumer's Counsel's website (www.pickocc.org) or the Public Utilities Commission of Ohio (www.PUCO.ohio.gov). If you have any additional questions, please contact (name of City Official) at (preferred phone) or (preferred email). The City of [XmunicipalityX] would like to thank you for your past participation in the program. If the city should ever decide in the future to re-instate its program you will be notified and given the opportunity to again participate.

Sincerely,

The City of [XmunicipalityX]

Exhibit B-5

EXPERIENCE

CITY OF GAHANNA - EXPERIENCE

The City of Gahanna has been a PUCO certified “opt-out” governmental aggregator since 2004. Additionally, the City 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 Service*
- *Parks and Recreation*
- *Solid Waste Management Services*
- *Broadband and WiFi Services*

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

In 2010, the City decided to suspend its program due to increased competition in the market. The City may desire to re-instate its program if market condition warrant.