

May 9, 2014

Chief of Docketing  
Public Utilities Commission of Ohio  
Docketing Division, 11<sup>th</sup> Floor  
180 East Broad Street  
Columbus, Ohio 43215-3793

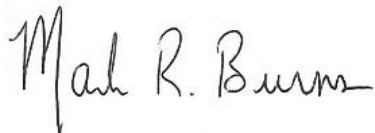
**RE: Natural Gas Governmental Aggregator Certification Renewal Application for the City of Euclid (Case Number 02-1672-GA-GAG).**

Enclosed please find the renewal application for certification as a Governmental Aggregator of Natural Gas for the City of Euclid.

Independent Energy Consultants, Inc. is providing aggregation consulting services to the City of Euclid and is filing this application on their behalf.

If you have any additional needs or questions, please call me at 330-995-2675 or email me at [mburns@naturalgas-electric.com](mailto:mburns@naturalgas-electric.com)

Sincerely,



Mark R. Burns  
President

Enclosures



PUCO USE ONLY – Version 1.07		
Date Received	Renewal Certification Number	ORIGINAL GAG Case Number
		02 - 1672 - 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, 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 Euclid, Ohio  
Address 585 East 222nd Street, Euclid, OH 44123  
Telephone No. 330-289-8326 Web site address [www.cityofeuclid.com](http://www.cityofeuclid.com)  
Current PUCO Certificate Number 02-004G(6) Effective Dates 08-4-2012 - 08-4-2014

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

Name Mark R. Burns Title President, Independent Energy Consultants, Inc.  
Business Address 215 W. Garfield Road Suite 210 Aurora, Ohio 44202  
Telephone No. 330-995-2675 Fax No. 800-574-4508 Email Address [mburns@naturalgas-electric.com](mailto:mburns@naturalgas-electric.com)

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

Name Mark R. Burns Title President, Independent Energy Consultants, Inc.  
Business address 215 W. Garfield Road Suite 210 Aurora, Ohio 44202  
Telephone No. 330-995-2675 Fax No. 800-574-4508 Email Address [mburns@naturalgas-electric.com](mailto:mburns@naturalgas-electric.com)

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

Customer service address 215 W. Garfield Road Suite 210 Aurora, Ohio 44202  
Toll-Free Telephone No. 888-862-6060 Fax No. 800-574-4508 Email Address [info@naturalgas-electric.com](mailto:info@naturalgas-electric.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

Ch. Fry, DIRECTOR OF LAW

Sworn and subscribed before me this

23<sup>rd</sup>

day of

APRIL

Month

2014

Year

John F. Manley  
Signature of official administering oath

John F. Manley Assistant Law Director  
Print Name and Title

My commission expires on

NO EXPIRATION DATE





# 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 Euclid, Ohio )

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

Case No. 02-1672

-GA-GAG

County of Cuyahoga  
State of Ohio

Chris Frey, Law Director

[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

*Chris Frey, Director of Law*

Sworn and subscribed before me this

23<sup>rd</sup> day of

APRIL

Month

2014

Year

Signature of Official Administering Oath

*John F. Manley*

Print Name and Title

John F. Manley Assistant Law Director

My commission expires on

NO EXPIRATION DATE

Notary  
Seal

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

(052a-02)

Ordinance No. **32-2002**

By- Mayor Oyaski

An emergency ordinance authorizing all actions necessary to effect Governmental natural gas aggregation program with opt-out Provisions pursuant to section 4929.26 of the Ohio revised code, directing the Cuyahoga County Board of Elections to submit a ballot question to the electors of the City of Euclid.

WHEREAS, the Ohio Legislature has enacted natural gas deregulation legislation ("Am. Sub. House Bill No. 9") which authorizes the legislative authorities of municipal corporations, townships and counties to aggregate the retail natural gas loads located in their respective jurisdictions and to enter into service agreements to facilitate for 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 lower natural gas rates which they would not otherwise be able to have individually; and

WHEREAS, the Euclid City Council seeks to establish a governmental aggregation program with opt-out provisions pursuant to Section 4929.26 of the Ohio Revised Code (the "Aggregation Program"), for the residents, businesses and other natural gas consumers in the City of Euclid and in conjunction jointly with any other municipal corporation, township, county or other political subdivision of the State of Ohio, as permitted by law

NOW, THEREFORE, be it ordained by the Council of the City of Euclid, State of Ohio:

Section 1: Euclid City Council finds and determines that it is in the best interest of the City of Euclid, its residents, businesses and other natural gas consumers located within the corporate limits of the City to establish the Aggregation Program in the City of Euclid, provided that this Ordinance and the Aggregation Program is approved by the electors of the City of Euclid pursuant to Section Two of this Ordinance. The City of Euclid is authorized to aggregate in accordance with Section 4929.26 of the Ohio Revised Code the retail natural gas loads located within the City, and for that purpose, to enter into service agreements to facilitate for those loads 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, controlling, or using any natural gas load center proposed to be aggregated and will provide for the opt-out rights described in Section Three of this Ordinance

Section 2: The Board of Elections of Cuyahoga County is directed to submit the following question to the electors of the City of Euclid at the election on May 7, 2002:

"Shall the City of Euclid have the authority on behalf of residential and other eligible customers to aggregate the retail natural gas purchases arising in the City, and for that purpose, enter into service agreements to facilitate for those purchases the sale and purchase of natural gas, such aggregation to occur automatically except where any person elects to opt out?"

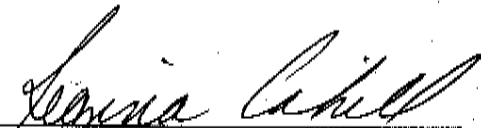
The Clerk of Council is instructed to immediately file a certified copy of this Ordinance and the proposed form of the ballot question with the Cuyahoga County Board of Elections not less than seventy-five (75) days prior to May 7, 2002. The Aggregation Program shall not take effect unless approved by a majority of the electors voting upon this Ordinance and the Aggregation Program provided for herein at the election held pursuant to Section Two and Section 4929.26 of the Ohio Revised Code.

Section 3: Upon the approval of a majority of the electors voting at the special election identified in Section Two of this Ordinance, this Council individually or jointly with any other political subdivision, shall develop a plan of operation and governance for the Aggregation Program. Before adopting such plan, this Council shall hold at least two public hearings on the plan. Before the first hearing, notice of the hearings 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 load of any gas load center within the City unless it in advance clearly discloses to the person owning, occupying, controlling, or using the load center that the person will be enrolled automatically in the Aggregation Program and will remain so enrolled unless the person affirmatively elects by a stated 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 Aggregation 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 Aggregation Program pursuant to the stated procedure will be supplied by the natural gas company providing distribution service for the person's retail natural gas load, until the person chooses an alternative supplier.

Section 4: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 5: That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, safety and welfare of the citizens of the City of Euclid, and provided it receives the two-thirds vote of all members of Council elected hereto, shall be in full force and effect from and after its passage and approval; otherwise to be in full force and effect from and after the earliest period allowed by law.

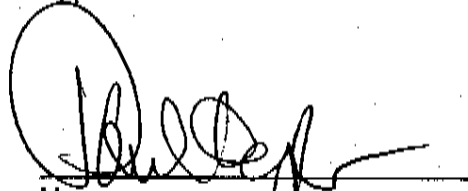
Attest:

  
Clerk of Council

  
President of Council

Passed: February 19, 2002

Approved:

  
Mayor

32-2802

# CITY OF EUCLID NATURAL GAS AGGREGATION PROGRAM

## PLAN OF OPERATION AND GOVERNANCE

For additional information contact:  
Mark R. Burns, President  
Independent Energy Consultants, Inc.  
Ph: (330) 995-2675



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## **(A) Introduction**

This aggregation plan has been developed in compliance with Ohio Revised Code, Section 4929.26 regarding governmental aggregation of natural gas service.

The City of Euclid ("City") passed the necessary resolution to place the issue of Opt-out Governmental Aggregation of natural gas on the May 7, 2002 ballot. The ballot issue subsequently passed by wide margin. The City will follow the Plan of Operation and Governance ("Plan") outlined below. This Plan was adopted after two public hearings were held in accordance with section 4929.26 (C) of the Ohio Revised Code.

## **(B) Operation and Governance Plan Detail**

### **(1) Description of Services and Professional Assistance**

The City Aggregation Program ("Program") seeks to aggregate the retail natural gas loads of consumers located in the City to negotiate favorable rates for the supply of Natural Gas. Favorable shall mean rates lower than those available to individual residents at the time. The City may also select an offer based on beneficial terms and conditions not available through the regulated utility. Fixed-rate pricing that would provide stability, particularly during the heating season, would be an example of a beneficial condition.

With a City population of approximately 48,000 the Program has the potential to combine approximately 9,500 residential accounts and small commercial accounts into a buying group that will be attractive to Certified Retail Natural Gas Service (CRNGS) suppliers. Participation in the Program is voluntary. Any individual customer ("Member") has the opportunity to decline to participate in the Program and to return to Dominion East Ohio ("Dominion") supply or to enter into a service contract with any CRNGS supplier.

The City will administer an opt-out aggregation program that will automatically include all eligible natural gas accounts within the City boundaries.

Residential and small commercial natural gas customers often lack the ability to effectively negotiate natural gas supply services. The City's Program provides them an opportunity to benefit from professional representation and bargaining power achieved through an aggregation program. The aggregation Program is designed to reduce the amount Members pay for natural gas and to gain other favorable terms of service such as price stability.

Due to the complexity of deregulation of the Natural Gas utility industry, the City has entered into contract with Independent Energy Consultants, Inc. (Independent Energy Consultants), a PUCO certified broker and aggregator of natural gas and electricity. Among other things, Independent Energy Consultants will provide these consulting services:

- Draft and assist in maintaining the Plan of Operation and Governance.
- Lead any required Public Hearings and attend City Council meetings upon request.
- Assist the City in the day-to-day administration of program (problem resolution, press releases, PUCO compliance, supplier liaison, contract review, etc.)
- Administer the Request for Proposal process, analyze supplier responses and

## City of Euclid Exhibit B-2 "Operation and Governance Plan"

- provide recommendations for the supply agreement
- Review customer data provided by Dominion East Ohio that would serve as the basis for an Opt-Out Notice
- Track the performance of the selected supplier, report on program participation and provide an analysis of current and future market conditions
- Write/prepare reports on a quarterly/annual basis to the City, PUCO and Ohio Consumers' Counsel.

The City through its consultant, Independent Energy Consultants, will seek bids and negotiate with CRNGS suppliers. The City will not assume title to natural gas. It will not buy and resell natural gas to the Members of the program. Instead, the City will competitively bid and negotiate a contract with a Competitive Retail Natural Gas supplier to provide natural gas supply to the Members of the aggregation program. Similarly, the City will not handle billing or scheduling of natural gas. Those responsibilities rest with Dominion East Ohio and selected supplier.

Only Suppliers meeting strict criteria will be considered.

- Suppliers will need to be certified by the Public Utilities Commission of Ohio
- Registered with Dominion East Ohio Corporation to do business in their service territory. Both the certification and registration ensure that Suppliers possess the managerial, technical, and financial competence to perform the services they offer.
- Successfully completed Electronic Data Interchange (EDI) computer system testing with Dominion East Ohio to support Governmental Aggregation Program transactions.
- Agree to hold harmless the City from any financial obligations arising from the Program.
- The selected CRNGS suppliers will need to agree to notify the City and negotiate with the City at least 60 days in advance of attempting to terminate the agreement for any reasons other than (i) the scheduled end date or (ii) Force Majeure.
- The selected CRNGS supplier shall demonstrate its creditworthiness by possessing an investment grade long-term bond ratings from at least two of the following rating agencies:

Standard & Poors	BBB or Higher
Moody's Investors' Services	Baa3 or Higher
Fitch ICBA	BBB or Higher
Duff & Phelps	BBB or Higher

Should the CRNGS supplier be unable to demonstrate its creditworthiness, the supplier will be required to provide:

- a Letter of Credit; or
- a Parental Guaranty from a company that is deemed creditworthy; or
- a Surety Bond.

Details of the credit type and amount will be subject to negotiation.

## **(2) Determination of Rates**

Through the efforts of its consultant, Independent Energy Consultants, Inc., the City will seek proposals from CRNGS suppliers. The request for proposals shall require the CRNGS suppliers to offer firm, full-requirements natural gas supply. CRNGS suppliers will bid by Dominion East Ohio customer rate schedule or customer class. CRNGS suppliers will be encouraged to bid on as many natural gas accounts as possible, but it is recognized that from a practical standpoint it is not likely that bids will be received for larger commercial and industrial accounts that require individual price analysis. Furthermore, commercial and industrial customers consuming more than 500 Mcf/year are classified as mercantile customers and are ineligible to participate in a governmental aggregation program.

The prices to be charged to Members in the Program will be set by the Mayor or his/her designee, with prior authorization from the Council. The Mayor will set prices following negotiations with the selected CRNGS supplier and receipt of a favorable offer. Members will be notified of the rates and terms of the Program through a direct mailing sent to each eligible resident and business within the City limits. Once offers are found a table similar to the one shown below will be populated to reflect the offer rates.

Customer Class	Rate Schedule	Supplier Offer (\$/Mcf)	Term
Residential Sales Service	RS	\$4.585/Mcf	Thru Oct. '14 bill
General Sales Service	GS	\$4.585/Mcf	Thru Oct. '14 bill

Neither the City nor the selected supplier will impose any terms, conditions, fees, or charges on any Member served by the governmental aggregation unless the particular term, condition, fee, or charge is clearly disclosed to the Member at the time the Member chose not to opt-out of the aggregation.

Members may terminate their agreement without penalty if they relocate outside of the City. Members that leave for other reasons may be assessed an early termination fee by CRNGS supplier. Early termination fees are standard in most natural gas contracts. The City will negotiate with the CRNGS supplier to ensure that any early termination fee assessed is reasonable and clearly stated in the opt-out disclosure notice.

There is no switching fee for Members leaving Dominion East Ohio supply service to select a CRNGS supplier.

Members will remain responsible for all other billable charges, such as, taxes, Dominion East Ohio transportation charges, monthly service charge, etc.

The City of Euclid will not accept a CRNGS supplier offer that is not favorable at the time for the majority of Members of a given customer class or rate schedule. It is, however, the individual Member's responsibility to carefully review the price, terms and conditions of an offer to determine if the offer is in their best interest. The City will not be responsible for any Member's decision to remain in or opt-out of the Program.

### **(3) Plan for Providing Opt-Out Notice**

When a successful supply offer is found the City shall order the eligible customer list from Dominion East Ohio. Dominion East Ohio shall turn over the list to the City or its consultant upon request. Once the list is obtained, it will be shared with the selected CRNGS supplier and they will have 30 days from the City's receipt of the data to mail the opt-out notices to all eligible Members receiving an offer.

The selected CRNGS supplier and the City will agree upon the format of the Opt-Out Notice and will docket a sample with the PUCO at least ten days prior to mailing it to eligible Members.

The selected CRNGS supplier will be required to pay for printing and mailing of opt-out disclosure notices. The notices will be mailed to the owner or occupant residing at the natural gas account mailing address shown on Dominion East Ohio's customer list. A City official's name will be on the notice and it will contain the City's name and logo on the outside to clearly indicate to the recipient that it is a notice from the City.

Prior to mailing Opt-Out Notices a thorough review will be performed to see that all eligible Members receiving an offer are sent the notice. The review process will include the efforts of numerous parties and utilize a number of resources as specified in section four of this plan.

Following acceptance of an offer by the City, the CRNGS supplier will mail Opt-Out Notices to eligible Members receiving a favorable offer. Members will have 21 days from the postmark date on the notice to postmark the return opt-out card if they do not wish to participate in the City's program. Members may also call the CRNGS supplier's toll-free recorded phone number to opt-out. The selected CRNGS supplier will not enroll those accounts opting out from the Program.

In the event that an eligible Member is inadvertently not sent an Opt-Out Notice and is omitted from the Program, the CRNGS supplier shall, upon request, enroll the eligible Member at the group rate for the remaining term.

All members of the Program will also be given an opportunity to opt-out without penalty at least once every two years.

### **(4) Process for Determining the Pool of Customers**

Under the opt-out aggregation provisions, all eligible natural gas consumers within the City will be automatically included in the Program. However, such customers will be given prior notice entitling them to affirmatively elect not to be part of the Program.

Prior to mailing Opt-Out Notices a thorough review will be performed to see that all ineligible customers are excluded. The review process will include the efforts of numerous parties and utilize a number of resources:

- Dominion East Ohio will query their customer database using best efforts to capture all accounts within the City limits.
- The City's consultant working with the CRNGS supplier, available City resources



and publicly available material shall screen out customers who are not located within the City limits. Those resources may include any or all of the following: Property records, water and/or sewer records, fire and/or police department address records, 911 address records, street listings, City maps, internet maps, county parcel mapping databases, and geographical information systems (GIS).

- Ineligible accounts will be screened out based on codes provided in the Dominion East Ohio data.
- The data shall be reviewed to see that all zip codes have been included, all streets included, all customer classes, all customer rate codes, and finally that an expected total for a community of this population was turned over.

Any potential Member who suspects they were inadvertently omitted from the Program will likely have to contact Dominion East Ohio for an explanation. The Dominion East Ohio customer list provided to the City will not include customers who are already served by a CRNGS supplier, participate in PIPP, are classified as mercantile, or are in arrears with their bill payment. Because of this, the City, its consultant, and CRNGS supplier will not be able to determine if a potential Member is ineligible or was inadvertently omitted.

Customers who have opted-off the standard customer information list are required to be included in an opt-out program assuming they meet the other eligibility requirements. If needed, the City will request a separate list of those customers from Dominion East Ohio so they can be given an opportunity to participate in the Program.

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

- Are up to date with their bill payment;
- Have not opted-out of the program;
- Are currently supplied natural gas by Dominion East Ohio or are Members of an existing Program;
- Are not mercantile customers;
- Have not exercised their right of rescission; or
- Are not part of the Percentage of Income Payment Program (PIPP).

## **(5) Customer Billing Procedures**

The City will utilize the coordinated billing services of Dominion East Ohio and the selected CRNGS supplier. Most customers are expected to receive a single bill from Dominion East Ohio that itemizes among other things, the cost of natural gas provided by the CRNGS supplier. In some instances, particularly for commercial accounts, the CRNGS supplier may request that dual billing be used. In this case the supplier would issue a bill for their supply service and Dominion East Ohio would issue a bill for their delivery services.

Members currently on budget billing will continue to be budget billed. Dominion East Ohio's process will remain the same. Members wishing to start budget billing should contact Dominion East Ohio. The process will take place in accordance with Dominion East Ohio's policy and is not unique to the City's Program.

## City of Euclid Exhibit B-2 "Operation and Governance Plan"

Members are required to remit and comply with the payment terms of Dominion East Ohio and/or their supplier if dual billing is used. This Program will not be responsible for late or no payment on the part of any of its members. Furthermore, slow or no payment on the part of some Members will not adversely impact the rates charged to other Members. The selected supplier shall not charge more than 1 ½ percent per month for overdue balances owed to the selected supplier.

### **(6) Credit and Deposit Policies**

Collection and credit procedures remain the responsibility of Dominion East Ohio, the selected supplier and the individual Member. Members are required to remit and comply with the payment terms of Dominion East Ohio. This Program will not be responsible for late or no payment on the part of any of its Members. The City will have no separate credit or deposit policy.

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

Members will have multiple means of addressing complaints. As a general rule, concerns regarding service reliability and billing should be directed to Dominion East Ohio. They continue to read meters, handle billing and generally have the most information about a customer's account. Questions regarding the Program administration should go to the City or Independent Energy Consultants. Unresolved disputes between Members and the supplier or Dominion East Ohio should be directed to the Public Utilities Commission of Ohio or the Ohio Consumers' Counsel for residential accounts. Listed below is a table of local or toll-free numbers for Members to call for assistance.

<b>Nature of Complaint</b>	<b>Contact</b>	<b>Phone Number</b>
Service interruptions or emergencies	Dominion East Ohio	1-877-542-2630
Service turn on/off	Dominion East Ohio	1-800-362-7557
Billing disputes – Delivery Charges	Dominion East Ohio	1-800-362-7557
Billing disputes – Supplier charges	Constellation	1-800-718-1493
Joining/Leaving Program	Constellation	1-800-718-1493
Aggregation Program Questions	City of Euclid Independent Energy Consultants	(216) 289-2746 1-888-862-6060
Unresolved Disputes	Public Utilities Comm. (voice)	1-800-686-7826
Unresolved Disputes	Public Utilities Comm. TDD/TTY	1-800-686-1570
General Information – residential	Ohio Consumers' Counsel	1-877-742-5622

### **(8) Members Moving Into/Within the Aggregation (New Customer)**

Utility rules require that people moving into a different residence, new construction or otherwise, be assigned a new account number and be served for at least one month by the local utility before they can switch to a new supplier. The above-mentioned is an example

of utility rules approved by the PUCO that will impact the operation of Euclid's aggregation program.

Residents and businesses that move into the City will not be automatically included in the City's Program. The City cannot guarantee the rates, terms and conditions to Members enrolling after the initial 21-day opt-out period. Members wishing to opt-in to the Program may contact the City or the CRNGS supplier to obtain enrollment information. There is, however, no guarantee that customers opting-in at a later date will receive the same price, terms and conditions as did the initial participants. The selected CRNGS supplier's decision whether or not to extend an offer will be based, in part, on the market prices at the time of request.

Members who move within the City limits and are assigned a new account number by Dominion East Ohio will be treated in the same manner as a new resident. They will not be automatically enrolled, but may contact the CRNGS supplier concerning re-enrollment. Once again, there is no guarantee that the CRNGS supplier will extend an offer, or an offer that is the same as that of the initial enrollees.

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

The selected CRNGS supplier shall continue service at the same rate and under the same terms and conditions for any Member who relocates within the City prior to the expiration of the contract term, providing that the Member notifies the CRNGS supplier of their desire to do so with thirty (30) days written notice. Moving within the City may cause the Member to be served for a brief period of time by the local utility.

#### **(10) Joining the Program at a Later Date**

Members desiring to join the program at a later date during the midst of an ongoing supply agreement will be treated similar to Members moving into the City. They will need to contact the City or its supplier to obtain enrollment information. They will follow an opt-in approach. There is however, no guarantee that customers opting-in at a later date will receive the same price, terms and conditions as did the initial Members. Suppliers are unable to hold price offerings for an unlimited amount of time, and if the community asks for such a requirement, the price offering received from suppliers will be higher to reflect the greater risk. Residents opting-in to the City's program will be responsible for knowing if there is a switching fee for leaving their current supplier.

In the event of a high rate of attrition from the Program or population growth within the City, the City may request the selected CRNGS supplier to conduct a subsequent opt-out campaign during the term of a supply agreement. If this were to occur, the Opt-Out Notice would be sent to newly eligible Members and would not be sent to anyone who had previously opted-out of the current supply agreement.

#### **(C) Availability of Plan of Operation and Governance**

The City will maintain a copy of this Plan of Operation and Governance on file at its Administrative office. This Plan will be kept available for public inspection. It will, upon request, be copied for any existing or potential Members of the aggregation in accordance with the City rules for copying public documents.

#### **(D) Altering the Plan of Operation and Governance**

The City will not alter its Operation and Governance Plan in any way that would materially affect the customers of the aggregation without first providing notice to all affected Members and providing these Members the opportunity to opt-out of the aggregation according to the procedures established for the initial opt-out disclosure notice set forth in rule 4901:1-28-04 of the Administrative Code. In the event of a material change, the City will provide a notice explaining the changes to the plan, and informing the Members of their right to opt-out of the aggregation without penalty, and identifying the method and time frame for the customer to opt-out.

#### **(E) Certification Prior To Sending Opt-Out Notices**

The City will become certified as a Governmental Aggregator of natural gas (by the PUCO) prior to sending opt-out disclosure notices to potential Members of the Aggregation Program.

#### **(F) Opt-out Disclosure Policies**

Prior to including a customer's natural gas account or accounts in an aggregation, the City in cooperation with the selected CRNGS supplier, will provide each eligible Member a written Opt-Out Notice conforming to the requirements of Ohio Administrative Code Section 4901:1-21-17.

The City in cooperation with the selected CRNGS supplier will provide each Member the opportunity to leave the program, free of charge, at least once every two years. The notice will follow the format and requirements of the initial opt-out notification and will include any changes to the price or terms and conditions of the program.

#### **(G) Cooperation Between Natural Gas Companies and Governmental Aggregators**

The success of the City's Aggregation Program relies in part to the cooperation it receives from Dominion East Ohio. In addition to other tasks, Dominion East Ohio must turn over accurate customer data and perform the customer switching process in a timely manner. The City will comply with O.A.C. section 4901:1-28-05, and will hold Dominion East Ohio to its obligations under the same.

#### **(H) Termination of the Aggregation Program**

The Natural Gas Aggregation Program may be terminated upon the termination or expiration of the supply contract without any extension, renewal or subsequent supply contract being negotiated. Each individual Member receiving natural gas supply service under the Program will receive notification 45-90 days prior to termination of the Program. In the event of termination, Members in the City aggregation program would either return to Dominion East Ohio supply service or choose a CRNGS supplier on their own.

If the City is unable to find a satisfactory offer at the end of an existing supply agreement, they have the option of maintaining their status as a Governmental Aggregator while they continue to seek offers for their Members.



## City of Euclid Exhibit B-2 "Operation and Governance Plan"

The selected CRNGS suppliers will need to agree to notify the City and negotiate with the City at least 60 days in advance of attempting to terminate the agreement for any reasons other than (i) the scheduled end date or (ii) Force Majeure.

## City of Euclid Exhibit B-3 "Automatic Aggregation Disclosure Notification"

Section 4929.26 (D) of the Ohio Revised Code states that "no legislative authority or board, pursuant to an ordinance or resolution under divisions (A) and (B) of this section, shall aggregate any retail natural gas load located within its jurisdiction unless it in advance clearly discloses to the person whose retail natural gas load is to be so aggregated that the person will be enrolled automatically in the aggregation and will remain so enrolled unless the person affirmatively elects by a stated 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 aggregation the opportunity to opt out of the aggregation every two years, without paying a switching fee. Any such person that opts out of the aggregation pursuant to the stated procedure shall default to the natural gas company providing distribution service for the person's retail natural gas load, until the person chooses an alternative supplier."

The Opt-Out Notification for Euclid's program will include language similar to the following and proceed as shown below.

City of Euclid officials are acting on behalf of natural gas consumers who are participating in the program to negotiate a gas supply contract with eligible suppliers. Both Euclid and <CRNGS Supplier> are certified by the Public Utilities Commission of Ohio to provide this service. This program has been authorized by our Council through an ordinance and voter approval on May 7, 2002. This phase of our aggregation program will begin with your <Month Year> billing cycle and end with your <Month Year> billing cycle.

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

**If you want to be excluded from the Euclid Natural Gas Aggregation Program you must return the enclosed "Opt-Out" form to the <CRNGS Supplier>. The return form must be postmarked no later than 21 days from the postmark on this notice. You may also opt-out by calling <CRNGS Supplier>, toll free, at 1-XXX-XXX-XXXX.** If you do not opt out at this time, you will be enrolled in the program until it expires in <Month Year>. At that time, you will again have the chance to opt out of the program with no penalty. Every participant will be allowed to leave the program at least once every two years without incurring any penalty.

Please note that newly eligible members remaining in the aggregation group will receive a letter from Dominion East Ohio advising you of your impending transfer to <CRNGS Supplier>, and advising you to contact Dominion East Ohio within 7 days if you do not want to be in the Program. Again, if you have not changed your mind about participating in the Aggregation Program, you do not have to do anything with that letter.

**Warning: If you are already under contract with a competitive retail natural gas service provider you may incur a contract termination fee or other charges if you fail to opt-out of the aggregation.**

Under the opt-out aggregation provisions, all eligible natural gas consumers within the City will be automatically included in the Program. However, such customers will be given prior notice entitling them to affirmatively elect not to be part of the Program.

Prior to mailing Opt-Out Notices a thorough review will be performed to see that all ineligible customers are excluded. The review process will include the efforts of numerous parties and utilize a number of resources:

- Dominion East Ohio will query their customer database using best efforts to capture all accounts within the City limits.
- Independent Energy Consultants working with the CRNGS supplier, available City resources and publicly available material shall screen out customers who are not located within the City limits. Those resources may include any or all of the following: Property records, water and/or sewer records, fire and/or police department address records, 911 address records, street listings, City maps, internet maps, county parcel mapping databases, and geographical information systems (GIS).
- Ineligible accounts will be screened out based on codes provided in the Dominion East Ohio data.
- The data shall be reviewed to see that all zip codes have been included, all streets included, all customer classes, all customer rate codes, and finally that an expected total for a community of this population was turned over.

Any potential Member who suspects they were inadvertently omitted from the Program will likely have to contact Dominion East Ohio for an explanation. The Dominion East Ohio customer list provided to the City will not include customers who are already served by a CRNGS supplier, participate in PIPP, are classified as mercantile, are in arrears with your bill payment, or who have opted-off the standard customer information list. Because of this, the City, its consultant, and CRNGS supplier will not be able to determine if a potential Member is ineligible or was inadvertently omitted.

Customers who have opted-off the standard customer information list are required to be included in an opt-out program assuming they meet the other eligibility requirements. If needed, the City will request a separate list of those customers from Dominion East Ohio so they can be given an opportunity to participate in the Program.

Customers who meet the following criteria will receive an Opt-Out Notice and be subsequently enrolled following the opt-out period.

- Have received an offer from the selected CRNGS Supplier;
- Are up to date with their bill payment;
- Have not opted-out of the program;

City of Euclid Exhibit B-3 “Automatic Aggregation Disclosure Notification”

- Are currently supplied natural gas by Dominion East Ohio or are Members of an existing Program;
- Are not mercantile customers;
- Have not exercised their 7 day right of rescission; or
- Are not part of the Percentage of Income Payment Program (PIPP).





Welcome to the City of Euclid  
Natural Gas Governmental  
Aggregation Program.

<First Name> <Last Name>  
<Address Line 1>  
<Address Line 2>  
<City>, <State> <Zip>

This notification is in regards  
to your natural gas service at:

<Service Address Line 1>  
<Service Address Line 2>  
<Service City>, <Service ST> <Zip>

Dear <First Name> <Last Name>,

The City of Euclid has selected Constellation Energy Gas Choice, Inc. ("Constellation") as the preferred supplier for its Natural Gas Governmental Aggregation Program in 2014. The program is a two-year program that offers a fixed rate of **\$4.585 per Mcf** for the term of May 2014 through October 2014 billing cycles. Before the end of your October 2014 billing period, your community will determine your rate for the next period of the program.

You're Automatically Enrolled

As a current Program member or an eligible City of Euclid residential or small business customer, you are automatically enrolled unless you decide to opt-out. To learn more about the program, please see the enclosed General Terms and Conditions and the FAQs.

If you do not opt-out of the program, you will receive a letter from DEO advising you of your impending transfer to Constellation, and advising you to contact DEO if you do not wish to be included in the Aggregation Program. If you would like to participate in the Aggregation Program, simply do not respond to that letter.


How To Opt-Out

You don't need to do anything to get this new low rate. However, if you decide not to take part in the program, we must receive your response in one of two ways by **March 5, 2014** as described below.

- 1. **Mail:** Return the completed form below to:  
ATTN Ohio Natural Gas Program  
Constellation  
1221 Lamar Street, Suite 750  
Houston, TX 77010-9925
- 2. **Phone:** Call Constellation at 1-800-718-1493.

Constellation looks forward to serving as your natural gas provider.

Sincerely,

  
William Cervenik, Mayor  
City of Euclid

  
Bruce Stewart, Chief Marketing Officer  
Constellation

To learn more:  
**Call 1-800-718-1493**

The rate provided will NOT include taxes or local utility charges. If you are already enrolled with another natural gas supplier, a cancellation fee may apply to end your agreement with that supplier. The General Terms and Conditions govern your participation in the Program. **Please do not contact the city. If you have additional questions about this offer, contact Constellation.** Ohio Supplier License #02-021G(6)



<First Name> <Last Name>  
<Address Line 1>  
<Address Line 2>  
<City> <State> <Zip>



☐ I **do not** want to participate in the City of Euclid Natural Gas Governmental Aggregation Program.

Phone Number

☐ Cell ☐ Work ☐ Home

Service Address:

<Service Address Line 1>  
<Service Address Line 2>  
<Service City>, <Service ST> <Zip>

<Code>

Opt-Out Code

DEO Account Number

Signature

Date

**GENERAL TERMS AND CONDITIONS**

Generally the words "you" and "your" refer to the Customer and the words "we" and "us" refer to Constellation, unless the context clearly requires otherwise.

**1. Purchase and Sale of Natural Gas.** If you do not "opt-out" by March 5, 2014, pursuant to these General Terms and Conditions (the "Agreement"), you will purchase from us on an exclusive basis, and we will take all reasonable action to supply or cause to be supplied, all of your natural gas requirements at the price and for your accounts ("Account(s)"). Pursuant to the Agreement, you authorize us to (i) enroll your Account(s) with your Utility so that we can supply the Account(s), (ii) aggregate your Account(s) with those of other customers of Constellation or its affiliates, (iii) request and receive usage and other information from your Utility with respect to the Account(s) and (iv) enter into agreements with your Utility as necessary under the Utility's tariff to facilitate supply of the Account(s). You agree to cooperate with Constellation to ensure enrollment of your Account(s) in a timely manner. You give us the authority to choose the source of your natural gas supply. Your Utility will continue to deliver your natural gas and provide billing and other services to you. You acknowledge that such transportation service is subject to regulations set forth in your Utility's tariff. **Supply of natural gas under this Agreement is conditioned upon (1) our verification of the accuracy of all information that you provide to us, including information regarding your natural gas usage and the Account(s) and (2) acceptance of enrollment of your Account(s) by the Utility.**

**2. Term.** This term of the Agreement is effective when enrollment occurs with the Utility with Constellation as your natural gas supplier, subject to your rescission right set forth under "Customer's Rescission Right" below. Subject to successful enrollment of your Account(s), we will supply the Account(s) with natural gas from the first regularly scheduled Utility meter read date after your Utility switches you to Constellation ("Start Date"), which we estimate will be in the month of April, 2014 (May, 2014 billing cycle). We will supply your Account(s) through the month of March, 2016 (April, 2016 billing cycle). If the City of Euclid Natural Gas Pricing Program continues beyond March, 2016 with Constellation as the supplier, Constellation will send you a notice of renewal including, but not limited to, notice of the new City of Euclid Natural Gas Pricing Program, notice of your right to opt-out of the City of Euclid Natural Gas Pricing Program, and any other changes. The opt-out mailing shall include a provision for return of a post card or similar notice to Constellation, to be returned no earlier than twenty-one (21) days from the post-marked date, and receipt of the opt-out mailing post-marked before the opt-out deadline has elapsed shall count as timely sent. You are entitled to opt-out of City of Euclid Natural Gas Pricing Program at least every two years from the Start Date of the City of Euclid Natural Gas Pricing Program, without a penalty. If for any reason you do not wish to continue, you may cancel this Agreement as provided in Section 4 below. If you do not cancel, this Agreement will renew, and any changes to the General Terms and Conditions will become effective for the term provided in the renewal notice.

**3. City of Euclid Natural Gas Pricing Program.** Through September, 2014 (October 2014, billing cycle), your price will be a fixed rate of \$4.585 per Mcf. For the remainder of the term of this Agreement, your price will be either (i) fixed, in the event that the City of Euclid triggers a fixed NYMEX price, calculated utilizing the then current NYMEX price converted to Mcf using a BTU factor of 1.029 for the applicable gas flow month(s), plus a fixed adder of \$0.328 per Mcf, or (ii) variable, calculated utilizing the NYMEX last day monthly settlement price converted to Mcf using a BTU factor of 1.029 for the applicable gas flow month, plus a fixed adder of \$0.328 per Mcf. **IN THIS PROGRAM, YOU HEREBY APPOINT THE CITY OF EUCLID AS YOUR AGENT FOR NATURAL GAS SUPPLY PRICING DECISIONS AND AGREE THAT CITY OF EUCLID HAS THE EXCLUSIVE RIGHT TO MAKE NATURAL GAS SUPPLY PRICING DECISIONS ON YOUR BEHALF WHILE THIS AGREEMENT REMAINS IN EFFECT.**

**Note:** The fixed or variable price includes (i) all related interstate pipeline charges required to deliver gas to the Delivery Point, plus (ii) administrative costs and fees. In addition to the fixed or variable price, you will also pay the Utility's service charges.

**4. Termination.** You may terminate this Agreement without penalty at any time for any reason by providing notice to Constellation. Please note that once enrolled, it may take one to two billing cycles beyond the current billing cycle for the cancellation to be effective, as the effective date of all cancellations are subject to your Utility's guidelines. Should you fail to pay any Utility invoice or fail to meet any agreed-upon payment arrangement, your service and this Agreement may be automatically terminated in accordance with the Utility's tariffs. In addition, this Agreement will terminate if (i) the requested service location is not served by the Utility, (ii) you move outside the Utility's service area or to an area not served by Constellation, (iii) we return you to the Utility's sales service pursuant to any termination of this agreement by us, or (iv) you cancel your enrollment with us pursuant to your rescission right provided below. You may terminate this Agreement without penalty if you relocate outside the service territory of the Utility.

**5. Customer's Rescission Right.** Upon processing your enrollment, the Utility will send you a confirmation letter, which is notice of the transfer of your supply to Constellation. You have a seven (7) day period from the postmark date of the Utility's confirmation letter during which time you may cancel your enrollment, without penalty, by calling the Utility's toll-free number provided in the confirmation letter or by providing written notice to the Utility, which will be effective as of the postmark date.

**6. Your Invoice.** You will be invoiced by the Utility monthly for all charges applicable to your natural gas usage, including the rates set forth herein, applicable Taxes (which are passed through to you) and all applicable Utility customer charges and franchise fees. You authorize us to act as your payment agent if deemed necessary by us to facilitate consolidated billing. You have the right to request up to twenty-four (24) months of your payment history for services rendered by Constellation without charge.

**7. Switching.** The Utility may charge a switching fee in accordance with its tariff when you change your natural gas supplier to Constellation. If the Utility charges a switching fee when you change your natural gas supplier to Constellation in accordance with this Agreement, Constellation agrees to pay such switching fee. Constellation will not separately charge a switching fee. If you voluntarily return to the Utility after switching to a competitive supplier, you may be charged a price other than the Utility's regulated sales service rate.

**8. Customer Service.** For questions or complaints about our services, contact us at our Customer Care department by calling toll-free (800) 718-1493, weekdays between 8:00 a.m. and 8:00 p.m. Eastern Time, by e-mail at [feedback@constellation.com](mailto:feedback@constellation.com), online at [www.constellation.com](http://www.constellation.com), or in writing at Constellation Energy Gas Choice, Inc., P.O. Box 4911, Houston, TX 77210. If your complaint is not resolved after you have called Constellation, or for general utility information, you may contact the Public Utilities Commission of Ohio ("PUCO") for assistance at (800) 686-7826 (toll free) or for TTY at (800) 686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at [www.puco.ohio.gov](http://www.puco.ohio.gov). Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at (877) 742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at [www.pickocc.org](http://www.pickocc.org).

**9. Assignment.** You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent and any such attempted transfer will be void. Contingent upon consent from the City of Euclid, we may assign our rights and obligations under this Agreement to a qualified natural gas supplier and will provide you with prior written notice of any such assignment. Should the City of Euclid choose not to consent to an assignment and choose instead to terminate Constellation's gas supply under the Natural Gas Pricing Program, you will be returned to the Utility's sales service. The Utility's rate may be higher or lower than the rate you would have paid under this Contract. Constellation will not be responsible for any price difference that occurs due to the City of Euclid's termination of Constellation's gas supply under the Natural Gas Pricing Program.

**10. Definitions.** "Delivery Point" means any existing and future points of interconnection between your Utility transmission and/or distribution system and those of a third party pipeline supplying natural gas to the Utility. "Taxes" means all taxes, duties, fees, levies, premiums or any other charges of any kind, whether direct or indirect, relating to the sale, purchase or delivery of natural gas, together with all interest, penalties or other additional amounts imposed, including but not limited to gross receipts, sales, consumption, use, value added, per Mcf, commercial activity or other privilege tax, and any other tax (whether in effect as of the effective date of this agreement or thereafter) imposed by any governmental entity. "Utility" means your local natural gas distribution utility owning and/or controlling and maintaining the distribution system required for delivery of natural gas to the Account(s).

**11. Notices.** All notices will be in writing and delivered by hand, first class mail, or by express carrier to our respective business addresses. Either of us can change our address by notice to the other pursuant to this paragraph.

**12. Changes in law, market structure, and/or your natural gas needs or classifications.** If a change in or implementation of law, rule, regulation, ordinance, statute, judicial decision, administrative order, Utility tariffs, or the like causes our costs under this Agreement to increase, we will have the right to pass such increased costs on to you. The changes described in this Section may change any or all the charges described in this Agreement.

**13. Events beyond either of our reasonable control.** If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; labor disputes; declaration of emergency by a governmental entity or the Utility; curtailment, disruption or interruption of natural gas transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; and actions taken by third parties not under your or our control, such as the Utility. However, such events shall not in any event excuse any failure to make payments due in a timely manner for natural gas supplied to you. The parties shall notify each other immediately of an operational flow or curtailment order from the applicable pipelines or Utility and shall take all required steps to comply with such orders.

**14. Delivery Point and indemnification obligations.** We will deliver natural gas to the Delivery Point. Title and risk of loss related to the natural gas transfer to you at the Delivery Point, and you are responsible for all transmission, distribution, and other costs (including Taxes and other fees) related to the final delivery to the facilities to which the Account(s) relate as well as your use of the natural gas. While we will arrange for the delivery of natural gas to you by your Utility, we will have no liability or responsibility for matters within the control of the Utility, which include maintenance of pipelines and systems, service interruptions, loss of service, quality of the natural gas, deterioration of services, or meter readings. EACH PARTY (THE "INDEMNIFYING PARTY") WILL DEFEND, INDEMNIFY AND HOLD THE OTHER PARTY HARMLESS FROM ANY AND ALL CLAIMS (INCLUDING CLAIMS FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE), LOSSES, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), DAMAGES, SUITS, CAUSES OF ACTION AND JUDGMENTS OF ANY KIND ARISING HEREUNDER WHILE TITLE AND RISK OF LOSS ARE VESTED IN THE INDEMNIFYING PARTY.

**15. Limitation on Liability.** IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES, OWNERS, OFFICERS OR DIRECTORS BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS. Each party's total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Each party agrees to use commercially reasonable efforts to mitigate the damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON CONSTELLATION'S PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A GENERAL OR SPECIFIC PURPOSE OR USE.

**16. Governing Law/Venue.** THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OHIO WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS. WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

**17. Relationship of Parties.** We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. You will **not rely, and have not relied**, on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter under this Agreement. Your decision to enter into this Agreement and any other decisions or actions you may take are and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us. There is no guarantee that the program you chose will guarantee any price advantage or savings.

**18. Confidentiality.** Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may disclose such information to our affiliates (excluding Baltimore Gas & Electric, a regulated utility) and such affiliates' employees, agents, advisors, and independent contractors. Other than for operation, maintenance, assignment and transfer of your Account(s), pursuant to a court or PUCO order or pursuant to a PUCO rule, we will not release your account number or, other than for credit checking and credit reporting, if applicable, your social security number, without your prior written consent.

**19. Miscellaneous Provisions.** If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of such default or any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether oral or written) regarding the subject matter of this agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile copy with your signature will be considered an original for all purposes. No amendment to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and dispute resolution. Constellation shall have the right to set-off and net any amounts owed to Customer against any amounts owed to it by Customer under this Agreement or any other agreement. This Agreement is a "forward contract" and Constellation is a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended ("CEA"). Customer's purpose in entering into this Agreement is not speculation, but rather price volatility control and/or budget management for procurement of natural gas for one or more of its facilities. Customer represents that it qualifies as an "eligible contract participant" as the same is defined under the CEA. The terms of any purchase order (PO) you send to us or any alterations, additions, or modifications you make to the preprinted terms of this Agreement shall be void and without any effect unless and only to the extent we agree in writing to such alterations, additions, or modifications.

**IN THE EVENT OF AN EMERGENCY OR SERVICE INTERRUPTION, CONTACT YOUR UTILITY AT:**

Utility Name	Utility Abbreviation	Contact Number
Dominion East Ohio (The East Ohio Gas Company)	DEO/EOG	(800) 362-7557

## City of Euclid Exhibit B-5 "Experience"

The City of Euclid is well versed in negotiating, contracting and providing for common services to City residents. Some examples of experience as a service provider are:

1. Police Service
2. Fire Service
3. Parks and Recreation
4. Public Works

The Mayor, City Council and City Staff routinely negotiate for services and supplies that benefit the residents of Euclid. However, due to the complexity of Governmental Aggregation, the City has hired Independent Energy Consultants, Inc. to assist them in designing, implementing and maintaining the Program. Independent Energy Consultants are:

- Certified Electric Aggregators and Brokers #04-116(5) in the State of Ohio.
- Certified Natural Gas Aggregators and Brokers #04-078(5) in the State of Ohio.
- Licensed Electric and Natural Gas Aggregators and Brokers #A-17 in the State of Virginia.
- Licensed Agent/Broker/Consultant in the State of Illinois.
- Registered Aggregators #80252 in the State of Texas.

Independent Energy Consultants, Inc. has designed, implemented and administered numerous opt-in and opt-out Governmental Aggregation Programs in Ohio. Contact information for Independent Energy Consultants is:

Independent Energy Consultants, Inc.  
215 W. Garfield Road Suite 210  
Aurora, Ohio 44202  
Phone: 330 995-2675  
Fax: 800 574-4508  
Email: [info@naturalgas-electric.com](mailto:info@naturalgas-electric.com)  
[www.naturalgas-electric.com](http://www.naturalgas-electric.com)

Among other services, Independent Energy Consultants, Inc. will:

- Draft and assist in maintaining the Plan of Operation and Governance.
- Lead any required Public Hearings and attend City Council meetings upon request.
- Assist the City in the day-to-day administration of program (problem resolution, press releases, PUCO compliance, supplier liaison, contract review, etc.).
- Design and issue the Request for Proposal, analyze supplier responses and provide recommendations for the supply agreement.
- Review customer data provided by Dominion East Ohio that would serve as the basis for an Opt-Out Notice.

## City of Euclid Exhibit B-5 "Experience"

- Write/prepare reports on a quarterly/annual basis to the City, PUCO, and the Ohio Consumers' Counsel.

The City of Euclid will not take title to natural gas, issue bills, read meters or staff a call center for complaints. Those functions will be provided by Dominion East Ohio and the selected CRNGS supplier as detailed in Section 7 of its Plan of Operations and Governance. The City will comply with its responsibilities as a Governmental Aggregator (ORC 4929.20) and will respond to questions concerning the Aggregation Program.

**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

**5/9/2014 10:32:08 AM**

**in**

**Case No(s). 02-1672-GA-GAG**

Summary: Application for certification renewal as a governmental aggregator of natural gas.  
electronically filed by MARK R BURNS on behalf of City of Euclid