

**EXHIBIT B-1
CITY OF NORWOOD**

AUTHORIZING ORDINANCE

**Authorizing Ordinance – Pages 1-3
Ballot Language – Page 4
Certificate of Election Results – Page 5**

SECTION 1. This Council finds and determines that it is in the best interest of the City of Norwood, its residents, businesses and other natural gas consumers located within the corporate limits of the City of Norwood to establish the Aggregation Program in Norwood. Provided that this Ordinance and the Aggregation Program is approved by the electors of Norwood pursuant to Section 2 of this Ordinance, the City of Norwood is hereby authorized to aggregate automatically in accordance with Section 4929.26 of the Ohio Revised Code and subject to the opt-out requirements of Division (D) of Section 4929.26, competitive retail natural gas service for the retail natural gas loads located within the City of Norwood, and, for that purpose, to enter into service agreements to facilitate for those loads the sale and purchase of service for the natural gas loads. The City of Norwood 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 a natural gas load center proposed to be aggregated and will provide for the opt-out rights described in

Shall the City of Norwood have the authority to aggregate the retail natural gas loads located in the City of Norwood, and for that purpose enter into service agreements to facilitate for those loads the purchase and sale of natural gas, such aggregation to occur automatically except where a person affirmatively elects not to participate in the aggregation program, all in accordance with Section 4929.26 of the Ohio Revised Code, and Ordinance No. 50 adopted by City Council?

YES

NO

SECTION 3. Upon the approval of a majority of the electors voting at the general election provided for in Section 2 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 any natural gas load located within the City unless it in advance clearly discloses to the person owning, occupying, controlling, or using the natural gas load 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 shall default to the natural gas company providing distribution service for the person's retail gas load, until the person chooses an alternative supplier.

SECTION 4. Upon passage of this ordinance, the Clerk of this Council is instructed immediately to file a certified copy of this Ordinance and the proposed form of the ballot question with the County Board of Elections not less than seventy-five (75) days prior to November 4, 2008. 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 2 and Section 4929.26 of the Ohio Revised Code.

SECTION 5. 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 of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

SECTION 7. This Ordinance is an emergency ordinance necessary to preserve the health, safety, and welfare of the community. The reason for said emergency is because it is necessary to certify this ballot issue to the Board of Elections no later than seventy-five (75) days prior to the November 4, 2008 Ballot and Council is not scheduled to meet again until August 25, 2008. This

ATTEST:

J. Brian Mumper, the duly appointed Clerk of Council, attests that this ordinance was passed at a regular/special meeting of Norwood City Council on the 12th day of August, 2008, in compliance with the rules of Norwood City Council and the laws of the State of Ohio. The foregoing ordinance was submitted to the Mayor of the City of Norwood, Ohio for his signature on the 13th day of August, 2008.



J. Brian Mumper
Clerk of Council

APPROVED 8/13/08
Date



Thomas F. Williams
Mayor

CERTIFICATE

The undersigned hereby certifies that the text of the foregoing ordinance is taken and copied from the record of proceedings of a meeting of Council for the City of Norwood, Ohio held on August 12th, 2008. The undersigned further certifies that the same has been compared by me with said record and it is a true and correct copy thereof, together with a true and correct copy of excerpts from the minutes of said meeting to the extent pertinent to the consideration and adoption of said ordinance.



J. Brian Mumper
Clerk of Council

EXHIBIT B-1
BALLOT LANGUAGE

18

**PROPOSED ORDINANCE
GAS AGGREGATION
CITY OF NORWOOD**

A majority affirmative vote is necessary for passage.

Shall the City of Norwood, County of Hamilton, Ohio, have the authority to aggregate the retail natural gas loads located in the City of Norwood, and enter into service agreements to facilitate for those loads the sale and purchase of natural gas, such aggregation to occur automatically except where any person elects to opt out?

YES

NO

NOV. -30' 09 (MON) 13:35

HAMILTON CO. BD OF ELECTIONS

TEL: 513 579 0988

F. 002

**EXHIBIT B-1
ELECTION RESULTS**

Form No. 127 Prescribed by Secretary of State, Rev. 9-62

Dalyon Legal Blank, Inc., Form No. D-181

CERTIFICATE OF RESULT OF ELECTION ON QUESTION OR ISSUE

Revised Code, Section 2501.11

State of Ohio

County of HamiltonThe Board of Elections of Hamilton County herebycertifies that at the election held in City of Norwood

(Subdivision)

in said county on November 4th, 2008 the

(Date of election)

vote cast on the following issue was as follows:

Issue Shall the City of Norwood, have the authority to aggregate the retail natural gas loads located in the City of Norwood, and enter into service agreements to facilitate for those loads the sale and purchase of natural gas, such aggregation to occur automatically except where any person elects to opt out?

(The levy, bond issue, local option, etc. -- describe fully)

Votes four thousand three hundred twenty two
(For, yes, etc. -- as on ballot)

4,322
(Number)

Votes two thousand six hundred twenty three
(No, against, etc. -- as on ballot)

2,623
(Number)

Total votes cast on issue: six thousand nine hundred forty five

6,945
(Number)

Witness our official signatures at Cincinnati Ohio in

said county, this 25th day of November 2008

(Year)

[Signature] Chairman
[Signature]
Charles H. Burkhardt
V. Daniel Radford

Attest: [Signature] Clerk

BOARD OF ELECTIONS

Hamilton County, Ohio

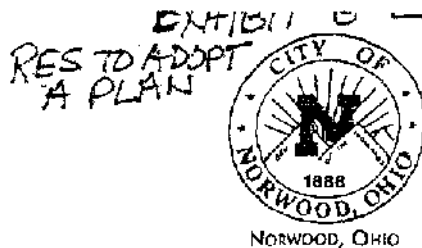
**EXHIBIT B-2
CITY OF NORWOOD**

OPERATION AND GOVERNANCE PLAN

Resolution to Adopt Plan of Operation and Governance – Pages 1

Affadavit of Publication – Page 2 - 3

Plan of Operation and Governance – Pages 4-22



Cassidy Brown
 certify this is a true
 Ordinance No. 5-2010
 this ordinance passed
 the City of Norwood, Ohio on
 the 2/23/10
 session held
Cassidy Brown
 Clerk of Council

Ordinance No. 5 20 2010

**ORDINANCE ADOPTING THE PLAN OF OPERATION AND
GOVERNANCE FOR NATURAL GAS AGGREGATION
PROGRAM AND DECLARING AN EMERGENCY**

WHEREAS, Council of the City of Norwood has developed a Natural Gas Aggregation Program Plan of Operation and Governance ("Plan of Operation") in accordance with the governmental aggregation provisions of Amended House Bill 9 as provided in Sections 4901 and 4929.26 of the Ohio Revised Code and the Rules for Formation and Operation of natural gas governmental aggregations; and

WHEREAS, the City of Norwood natural gas aggregation program will aggregate the retail natural gas load of residents and businesses that are eligible to participate in the Duke Energy - Ohio Energy Choice program for the purpose of negotiating for competitive retail natural gas supply at favorable rates; and

WHEREAS, the City of Norwood now intends to file for certification as a Governmental Aggregator, which requires that Council first adopt a Plan of Operation and Governance; now therefore,

BE IT ORDAINED, by the City Council of Norwood, State of Ohio, that:

SECTION 1. Council hereby adopts the Natural Gas Aggregation Program Plan of Operation and Governance which is attached hereto as Exhibit A and incorporated by reference herein.

SECTION 2. This ordinance is hereby declared to be an emergency ordinance and a measure necessary for the immediate preservation of the public peace, health, safety and general welfare and shall go into effect forthwith.

PASSED 2-23-10
Date

Jane M. Grote
 Jane M. Grote
 President of Council

ATTEST:

Cassandra Brown
~~I, Brian Mumper~~, the duly appointed Clerk of Council, attests that this ordinance was passed at a regular/special meeting of Norwood City Council on the 23rd day of ~~December~~, 2009 in compliance with the rules of Norwood City Council and the laws of the State of Ohio. The foregoing ordinance was submitted to the Mayor of the City of Norwood, Ohio for his signature on the 23rd day of ~~January~~, 2009. 2010

EXHIBIT B-2

Affidavit of Publication

Publisher's Fee 1,193.20 Affidavit Charge 10.00

State of Ohio

}

}

} SS.

}

Hamilton County

}

Personal, appeared

Janice Colston

Of the City of Norwood, Ohio, a newspaper printed in Cincinnati, Ohio and published in Cincinnati, in said County and State, and of general circulation in said county, and as to the Kentucky Enquirer published in Ft. Mitchell, Kentucky, who being duly sworn, depose and saith that the advertisement of which a true copy has been published in the said newspaper 2 times, once in each issue as follows:

☒ Kentucky Enquirer

☐ Kentucky Enquirer

☒ Cincinnati Com

10/13/09 &

10/14/09

Public Notice:
Public Hearing on The City of Norwood's Natural Gas Aggregation Program Plan of Operation and Governance

The City of Norwood will hold two public hearings on The City of Norwood's Natural Gas Aggregation Program Plan of Operation and Governance. The hearings will be held at 3:30 p.m. on October 28, 2009 at the Norwood Senior/Community Center, 1810 Courtland Avenue, Norwood, OH 45212, and at 7:00 p.m. on October 28, 2009, at the Norwood Council Chambers, 4645 Montgomery Road, 2nd Floor, Norwood, OH 45212.

In November 2008, the City of Norwood voters passed Gas Aggregation, which authorized the City to form a governmental natural gas aggregation for the purchase of natural gas on behalf of Norwood residents. The City of Norwood shall submit its aggregation Plan of Operation to the Public Utilities Commission pursuant to PUCO Regulation and Ohio law. The City of Norwood shall develop an opt-out aggregation program following the procedure set forth in Ohio Revised Code Section 4928.20.

Integrus Energy Services, Inc. (Integrus) is the proposed retail natural gas service provider to the aggregate. Subject to the final approval of the Norwood City Council, the Norwood City Council and Integrus will enter into a Natural Gas Aggregation Supply Agreement. The Natural Gas Aggregation Supply Agreement may provide a fixed rate, a capped rate, a flex-down rate, and/or a variable rate for eligible customers that provide more price certainty and stability than the rates currently offered by Duke Energy. The offer is estimated to begin in January or February of 2010 and will be for a 1 or 2 year term.

All eligible customers (Duke Energy customers) to be included in the City's aggregate will be included unless they opt-out. All customers eligible to be included in the City's aggregate will receive a mailing notifying them of their right to opt-out. The Notice will fully explain the rates, terms and conditions and general information regarding the Program. If a customer does not wish to be included in the program, the customer will have 21 days to opt-out of the program free of charge by returning an enclosed post card or calling a toll free telephone number.

New customers moving in The City of Norwood will be included in the aggregate unless they exercise their right to opt-out of the aggregate. Customers moving within the City will retain their status at the original rate.

Existing customers will continue to receive rates

Janice Colston

AFFIANT

Sworn to before me, this

October 14, 2009

Kathryn Jones
Notary Public of Ohio



Kathryn Jones

Notary Public, State of Ohio

My Commission Expires 05-15-2013

CERTIFICATION OF PUBLICATION:

Cassandra N. Brown, the duly appointed Clerk of Council, attests that this ordinance was published in the

Cincinnati Enquirer on 2/28/2010 and 3/7/2010.
(Name of Newspaper) (date) (date)

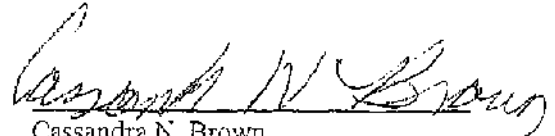

Cassandra N. Brown
Clerk of Council

EXHIBIT B-2 ^{REVISED}
Copy of PLAN
OF OPERATION

CITY OF NORWOOD, OHIO
NATURAL GAS AGGREGATION
PROGRAM

PLAN OF OPERATION AND GOVERNANCE

For Additional Information Contact:
Mr. Joseph Geers
Safety Service Director
City of Norwood, Ohio
4645 Montgomery Road
Norwood, OH 45212
513-458-4503

ORDINANCE
(Resolution S-2010 Adopted 2/23/10)

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INTRODUCTION

The City of Norwood, Ohio has developed this Natural Gas Aggregation Program Plan of Operation and Governance ("Plan of Operation") in accordance with the governmental aggregation provisions of Amended House Bill 9 as provided in Sections 4901 and 4929.26 of the Ohio Revised Code and the Rules for Formation and Operation of Natural Gas Governmental Aggregations. The Amended Bill authorized governmental aggregation, the combining of multiple retail natural gas loads within and by a municipality, an unincorporated township or the unincorporated areas of the county by a board of county commissioners for the purpose of purchasing competitive retail natural gas service in Ohio's competitive retail natural gas market. The legislation also provided the Public Utilities Commission of Ohio ("PUCO") with authority to promulgate and adopt rules regarding governmental aggregation in Ohio. The City of Norwood's Plan of Operation complies with the requirements of the governmental aggregation rules as issued by the PUCO. The Plan of Operation provides, in detail, the services provided under the aggregate, customer rights, terms and conditions of service, rate setting, and aggregate structure and formation.

The City of Norwood's ("the City") Natural Gas Aggregation Program ("Program" or "Aggregation Program") will aggregate the retail natural gas load of residents and businesses that are eligible to participate in the Duke Energy-Ohio ("Duke") Energy Choice program for the purpose of negotiating for competitive retail natural gas supply at favorable rates. It has the potential to combine almost fifty three hundred (5,300) residential, commercial and industrial customers into a buying pool that will be attractive to third party Retail Natural Gas Suppliers ("Suppliers"). Participation in the Program is voluntary. Any individual customer ("Member") has the opportunity to decline participation.

The City will not buy or resell the natural gas for the participants of the Program. Instead, the City of Norwood will serve as the purchasing agent for the Program and will negotiate a contract with a competitive Retail Natural Gas Supplier to provide firm, all-requirements service to the members of its Aggregation Program. The contract will offer Eligible Customers a retail natural gas rate option other than the local utility's rate. Customer rights and terms of service are discussed in detail in this Plan of Operation and Governance.

A majority of the City of Norwood's residents approved a ballot issue in November of 2008 authorizing the City to form an aggregation whereby eligible retail natural gas customers would be automatically included in a large buying group unless, subject to prior notice, they followed a stated procedure to opt-out. Any eligible retail natural gas customer within the boundaries of the City of Norwood has the ability to decline service, opt-out of the aggregate, and choose the incumbent supplier or any other alternative competitive Retail Natural Gas Supplier. The State of Ohio allows the Director of the Ohio Department of Development to aggregate retail natural gas customers that participate in the Percentage of Income Payment Plan ("PIPP") throughout Ohio. Accordingly, customers participating in the PIPP Program at the time of the Opt-out mailing will not be automatically included in the City of Norwood's Natural Gas Aggregation Program.

I. GOVERNMENTAL AGGREGATION FORMATION PROCESS

1.1 Statutory Requirements

The City of Norwood shall develop and institute an opt-out aggregation (see Section 4.3). The process of governmental aggregation is set out in Ohio Revised Code Section 4929. The section defines automatic aggregation or opt-out aggregation for retail natural gas customers. Under the opt-out aggregation provisions, all eligible retail natural gas customers within the municipality or township may be automatically included in the Aggregation Program. See the Plan of Operations' Definitions Section, definition 1.8 of this Plan of Operation and Governance for description of Eligible Customers according to Rule 4901:1-28-01 of the PUCO Natural Gas Governmental Aggregation Rules.

Opt-out aggregation may only occur after the majority of voters within a municipality, an unincorporated township, or other unincorporated areas of the county authorize the formation of the governmental aggregation. The governmental entity must adopt an ordinance or a resolution placing the issue on the ballot and voters must decide the issue in a general or special election. After obtaining majority voter approval, but prior to inclusion in the aggregate, affected customers must be given notice entitling them to affirmatively elect not to be part of the Aggregation Program. These customers can opt-out during a 21-day period.

The City of Norwood obtained the support of the majority of its voters and shall automatically include all eligible retail natural gas customers receiving the City's offer within the City's corporate limits in its aggregate, unless such consumers follow a prescribed procedure for opting out. The City of Norwood's opt-out notice, procedure and period are discussed in Section VIII below.

1.2 PUCO Certification

In addition to requiring the support of the majority of voters within a municipality, an unincorporated township, or the other unincorporated areas of the county, Section 4929.20 of the Ohio Revised Code requires PUCO certification of Governmental Aggregators. In order to obtain PUCO certification, governmental entities are required to complete and file a certification application. To maintain their certified status, governmental aggregators must comply with the PUCO's Formation and Operation of Natural Gas Governmental Aggregations Rules. The City of Norwood will file for certification as a Governmental Aggregator after adoption of its Plan of Operation and Governance as required by the Ohio Revised Code and the Governmental Aggregation Rules (see Section 4.3). The City developed this Plan of Operation and Governance in compliance with the PUCO's rules regarding governmental aggregation. With the assistance of its Retail Natural Gas Supplier the City of Norwood shall comply with the PUCO's governmental aggregation rules.

II. RETAIL NATURAL GAS SUPPLIER

On November 4, 2008, the residents of the City of Norwood passed an issue allowing the City to aggregate retail natural gas load centers within the City with the goal of offering residents a choice in an energy supplier committed to competitive pricing that brings price certainty and

stability and program simplicity. To this end, the City negotiated with Integrys Energy Services, the City's Retail Natural Gas Supplier. The City will not assume title to natural gas; it will not buy and resell the natural gas to the participants of the Aggregation Program. Instead, the City intends to enter into a contract with Integrys Energy Services, Inc. for the provision of competitive retail natural gas service to the members of the Aggregation Program. Similarly, the City will not handle billing or scheduling of natural gas. Those responsibilities rest with the selected supplier and Duke Energy-Ohio.

The City of Norwood shall serve as the purchasing agent for the City's Natural Gas Aggregation Program and has delegated to Integrys Energy Services the responsibility of implementing the City of Norwood's Natural Gas Aggregation Program. Integrys Energy Services is a certified Competitive Retail Natural Gas Supplier by the PUCO. Integrys Energy Services is registered to serve and participate on Duke Energy-Ohio's retail natural gas program; has the corporate structure to sell both wholesale and competitive retail natural gas; has demonstrated that its Electronic Data Interchange ("EDI") computer network is fully functional and capable of handling the requirements of the retail natural gas customers in the City of Norwood; has the marketing ability to reach the retail natural gas customers in the City and the ability to educate them on the City's Aggregation Program; has a fully staffed and trained call center capable of handling customer calls related to the City's Program; has establish a toll-free number as required by the PUCO for customer service and complaints related to the City's Aggregation Program; and shall assist the City in fulfilling requirements imposed on the City of Norwood's Natural Gas Aggregation Program by the PUCO.

III. AGGREGATION SERVICES

Integrys Energy Services shall serve as the City of Norwood's Retail Natural Gas Supplier and, with the assistance of the City (see Section 4.3), Integrys Energy Services shall perform the following functions regarding the City of Norwood's Aggregation Program: assist the City in fulfilling PUCO requirements including the filing of certification application, required reports and the compliance of this Plan of Operation with PUCO rules; analyze customer information provided by Duke Energy-Ohio to identify Eligible Customers within the City's corporate limits; develop the Program's rates, terms and conditions of service and opt-out notices; distribute required notices to eligible retail natural gas consumers in the City of Norwood; conduct the opt-out process; notify Duke Energy-Ohio of the participating customers in the City's aggregate; notify customers of service start dates; undertake all EDI responsibilities and interact with Duke Energy-Ohio regarding the same; provide customer service and support as discussed herein; develop consumer education materials; inform customers that move into the City after Program start-up of the Program and of their ability to opt-out; address all customer complaints as discussed herein; provide new Program rates at the end of the rate periods; notify participating and or eligible customers of the Program's new rates, terms and conditions of service and of their ability to opt-out at no charge at the end of each rate period; and otherwise implement this Plan of Operation and Governance.

IV. NATURAL GAS AGGREGATION SUPPLY AGREEMENT

4.1 Retail Natural Gas Services

Upon certification, the City of Norwood and Integrys Energy Services shall enter into a Natural Gas Aggregation Supply Agreement for the provision of natural gas aggregation services to the Aggregation Group. The City of Norwood's ~~Resolution No. 5-201~~ ^{ORDINANCE 2021-011} authorizes the City's entering into such Agreement. The terms and conditions of the Agreement govern the implementation and administration of the City's Aggregation Program. A copy of the Agreement is attached hereto as Attachment A. A copy of ~~Resolution No. 5-201~~ ^{ORDINANCE} is attached hereto as Attachment B.

4.2 Reliability of Natural Gas Supply

The Program will only affect the actual cost of the natural gas commodity portion of a customer's bill. Duke Energy-Ohio will continue to deliver the natural gas through their transportation and delivery systems. Responsibility for maintaining system reliability continues to rest with Duke Energy-Ohio. If Members have service, reliability, or delivery related problems they should contact Duke Energy-Ohio. The PUCO has established "Minimum Reliability Standards" for all utilities operating distribution systems in Ohio. Duke Energy-Ohio is expected to comply with those standards.

In addition to maintaining the "pipeline" delivery system, Duke Energy-Ohio is required to be the "Provider of Last Resort." This means, should Integrys Energy Services fail for any reason to deliver any or all of the natural gas needed to serve the Members' needs, Duke Energy-Ohio will immediately provide for the shortfall. Duke Energy-Ohio would then bill the supplier for the natural gas provided on their behalf. Customers will see no disruption to their natural gas service.

4.3 Integrys Energy Services Consulting Services

Integrys Energy Services shall assist the City in performing the City's obligations provided herein and as otherwise required by the City to assist in the administration of the City's aggregation efforts.

Integrys Energy Services, in cooperation with the City and Duke Energy-Ohio, shall identify the eligible Duke Energy-Ohio customers in the City of Norwood.

Integrys Energy Services will assist the City in submitting the PUCO Annual monitoring and report information (see Section 4.3). Integrys Energy Services will assist the City in completing and filing the PUCO required reports. Integrys Energy Services will provide the required customer enrollment information to the City, for the PUCO Reports.

V. RATE SETTING

5.1 Rate Determination Process

The prices to be charged to Members in the Program will be provided in the Natural Gas Aggregation Supply Agreement executed by the City and Integrys Energy Services. Pricing shall be based on the New York Mercantile Exchange ("NYMEX") forward prices. Program rates will be determined when the City agrees on the price as provided in Exhibit A of the Natural Gas Aggregation Supply Agreement (sometimes referred to as the "Agreement"). Members will be notified of the rates and terms of the Program as part of the opt-out process, through a direct mailing sent to each resident and business within the City limits that meets the eligibility criteria at the time the mailing list is created.

5.2 Integrys Energy Services Rate

The City and Integrys Energy Services will negotiate a rate plan option for eligible customers (see Section 4.3). The rate plan option will be as described in the customer's opt-out notice and will not exceed a twenty-four (24) month period without offering the customer an opportunity to opt-out. The below listed products are the general products to be offered to participants in the City of Norwood's Natural Gas Aggregation Program. The City and Integrys Energy Services may negotiate a different product type including but not limited to variable and less than yearly rates in the future depending on market conditions. Any new product offering will be detailed in a Natural Gas Supply Agreement signed by the City of Norwood and in the opt-out notice mailed to residents. Residents should refer to their most recent opt-out notice terms and conditions for the rate option specific to their account.

The City and Integrys Energy Services may offer more than one of the below listed rate options to the customer during an opt-out period (see Section 4.3). Typically one option will be the automatic default and the secondary option will be a sign-up rate. If the City offers more than one rate option and a customer wishes to switch from one rate option to another rate option outside of the twenty-one (21) day Opt-Out Period, they may be subject to an exit fee.

Per PUCO rules, for a fixed price rate plan, and to the extent an exact formula may be provided to determine the applicable rate for a variable rate plan, an exit fee may apply for customers exiting the program outside of the twenty-one (21) day Opt-Out Period.

Fixed Rate Plan: This rate option provides a fixed rate for two separate twelve (12) month periods. Each twelve (12) month fixed rate will be determined based on an adder plus New York Mercantile Exchange (NYMEX) market pricing formula. The City will fix the price of the Year One Fixed Rate with Integrys Energy Services as provided in the Natural Gas Aggregation Supply Agreement. The price of the Year One Fixed Rate will be determined prior to starting the Opt-Out Period. The Year Two Fixed Rate will be determined in the same manner prior to the end of year one. Newly eligible residents and residents currently enrolled in the Aggregation Program will be mailed a Year Two Fixed Rate Notice no later than thirty (30) days prior to the start of service on the Year Two Fixed Rate. Residents who opted out of the Year One Rate will not receive the Year Two Fixed Rate Notice. Those residents may contact Integrys Energy Services for enrollment information.

Locked-In Price with Flex Down OpportunitySM Rate Plan: This rate option provides a maximum price for two separate twelve (12) month periods with the ability of a monthly rate decrease in the event NYMEX prices decline. Each twelve (12) month maximum rate will be

determined based on an adder plus New York Mercantile Exchange (NYMEX) market pricing formula. The City will lock in the maximum price of the Yearly Flex Down Rate with Integrys Energy Services as provided in the Natural Gas Aggregation Supply Agreement. The price offered under this plan may change each month but will never exceed the maximum price initially locked-in for the twelve (12) month period. Participating customers may see their rates increase or decrease with the market each month but will never exceed the maximum rate determined by the City and offered in the initial opt-out notice. The first twelve (12) month rate maximum or Year One Locked-In Price with Flex Down OpportunitySM Rate will be determined prior to starting the Opt-Out Period. The second twelve (12) month rate maximum or Year Two Locked-In Price with Flex Down OpportunitySM Rate will be determined in the same manner prior to the end of year one.

Customers who are participating in the Aggregation Program and newly eligible residents at the end of year one will be mailed a Year Two Locked-In Price with Flex Down OpportunitySM Rate Notice no later than thirty (30) days prior to the start of service on the Year Two Locked-In Price with Flex Down OpportunitySM Rate. The Year Two Locked-In Price with Flex Down OpportunitySM Rate Review Period will be the twenty-one (21) days from the postmark of the notice in which customers may review the new rate for Year Two and switch out of the Aggregation Program. Customers that choose not to accept the Year Two Locked-In Price with Flex Down OpportunitySM Rate must contact Integrys Energy Services on or before the 21st day as provided in the notice. Customers that contact Integrys Energy Services to switch after the 21st day may be charged a \$25 exit fee. Customers that do not notify Integrys Energy Services of their desire to switch out of the Program will automatically continue service in the City's Natural Gas Aggregation Program at the Year Two Locked-In Price with Flex Down OpportunitySM Rate. Residents who initially opted out of the Year One Locked-In Price with Flex Down OpportunitySM Rate will not be automatically included in the Year Two Locked-In Price with Flex Down OpportunitySM Rate. Those residents may contact Integrys Energy Services for enrollment information.

Changes to the Yearly Locked-In Price with Flex Down OpportunitySM Rate may not be mailed to participating customers outside of the opt-out periods. Rates will appear on the customer's bill and will be posted on the Integrys Energy Services website at www.integrysenergy.com or residents may call the toll-free telephone number.

Summer Variable/Winter Fixed Rate Plan: This pricing option will be for two separate twelve (12) month pricing periods. The rate plan offers a fixed rate during the winter service months of (Oct-March) and a monthly variable rate for the summer service months of (April - Sept). The City will fix the Yearly Winter Fixed portion of this rate plan as provided in the Natural Gas Aggregation Supply Agreement. The Year One Winter Fixed Rate will be determined based on an adder plus NYMEX pricing formula and will remain the same for the winter months. The Winter Fixed Rate for Year Two will be determined in the same manner prior to the end of year one. The Summer Variable Rate will be determined each month based on an adder plus NYMEX pricing formula. The Summer Variable Rate will change each month on the customer's bill and may increase or decrease depending on the market.

All eligible residents will be mailed an opt-out notice prior to the start of the Year One Rate Plan. Prior to the Year Two Rate Plan only customers participating in the Aggregation Program and newly eligible residents will be mailed a Year Two Summer Variable/Winter Fixed Rate Notice. The Year Two Notice will be mailed no later than thirty (30) days prior to the start of service on the Year Two Summer Variable/Winter Fixed Rate. The Year Two Summer Variable/Winter Fixed

Rate Review Period will be the twenty-one (21) days following the postmark of the notice mailed to customers in which customers may review the new rate for Year Two and switch out of the Aggregation Program. Customers that choose not to accept the Year Two Summer Variable/Winter Fixed Rate must contact Integrys Energy Services on or before the 21st day as provided in the notice. Customers that contact Integrys Energy Services to switch after the 21st day may be charged a \$25 exit fee. Customers that do not notify Integrys Energy Services of their desire to switch out of the Program will automatically continue service in the City's Natural Gas Aggregation Program at the Year Two Summer Variable/Winter Fixed Rate.

Quarterly Fixed Rate Plan: This pricing option is for either a twelve (12) or a twenty-four (24) month period. The price will change on a quarterly basis. The City will fix each Quarter's Fixed Price as provided in the Natural Gas Aggregation Supply Agreement. Each new Quarterly Fixed Rate will be determined the last month of the prior quarter based on an adder plus NYMEX pricing formula. The First Quarterly Fixed Rate will be determined prior to starting the Opt-out Period based on an adder plus NYMEX pricing formula.

Eligible customers may choose the Quarterly Fixed Rate during the 21 day Opt-Out Period. Ineligible customers or newly eligible customers after the opt-out period may request the Quarterly Fixed Rate by calling the Integrys Energy Services toll-free telephone number or by signing up through the website.

Changes to the Quarterly Fixed Rate may not be mailed to participating customers outside of the opt-out periods. Rates will appear on the customer's bill and will be posted on the Integrys Energy Services website at www.integrysenergy.com or residents may call the toll-free telephone number.

Variable Rate Plan: This pricing option is for either a twelve (12) or a twenty-four (24) month period. The rate plan offers a monthly variable rate which will be determined each month based on an adder plus NYMEX pricing formula. The rate will change each month on the customer's bill and may increase or decrease depending on the market.

Eligible customers may choose the Variable Rate Plan during the 21 day Opt-Out Period. Ineligible customers or newly eligible customers after the opt-out period may request the Variable Rate Plan by calling the Integrys Energy Services toll-free telephone number or by signing up through the website.

Rates will appear on the customer's bill and will be posted on the Integrys Energy Services website at www.integrysenergy.com or residents may call the toll-free telephone number.

5.3 Sales Tax

Customer bills will include Hamilton County sales tax. Tax exempt customers wishing to participate in the Program must provide Integrys Energy Services a current certificate of exemption prior to start of service. Integrys Energy Services will not charge sales tax starting with the date the certificate is received. Integrys Energy Services is not liable for sales tax charged prior to receipt of the exemption certificate.

5.4 Duke Energy-Ohio Charges

Duke Energy-Ohio will continue to bill for transportation and distribution services. All customers choosing service under a competitive retail natural gas program are charged by Duke Energy-Ohio a Balancing Adjustment, Actual Adjustment, or Reconciliation Adjustment component of the GCR ("GCR Adjustments") for the initial 12 months of their service in the Program. Customers on the Duke Energy-Ohio GCR rate at the time of enrollment in the Aggregation Program that had not been served by a Retail Natural Gas Supplier at least 60 days prior to service under the Aggregation Program will be charged by Duke Energy-Ohio a Balancing Adjustment, Actual Adjustment, or Reconciliation Adjustment component of the GCR for the initial 12 months of the Program. Customers on the Duke Energy-Ohio GCR rate that were served by a Retail Natural Gas Supplier within the 60 days prior to service under the Aggregation Program will only be charged the GCR adjustments by Duke Energy-Ohio for the remaining number of months left in their initial twelve-month period. Customers served by another supplier that switch to the Aggregation Program and not served on the Duke Energy-Ohio GCR rate for 12 months prior to requesting service under the Aggregation Program will not be charged the GCR adjustments by Duke Energy-Ohio.

5.5 Switching Fees

Integrus Energy Services will be responsible for any switching fee imposed by Duke Energy-Ohio. Customers currently served by a competitive Retail Natural Gas Supplier that choose to join the Aggregation Program are responsible for any exit fees or switching fees charged by that supplier.

VI. CREDIT AND COLLECTION POLICY

6.1 Billing

Customers will receive Consolidating Billing, meaning the customers will continue to receive a single, monthly bill from Duke Energy-Ohio, which will include charges from Integrus Energy Services for the retail natural gas portion of their bill. The bill will show the Integrus Energy Services' rate, multiplied by the CCF used per month, plus any applicable sales tax. Customers are billed according to their Duke Energy-Ohio bill cycle. Customers are still eligible and able to participate in budget billing.

6.2 Payment Terms

Customers are required to pay their entire Duke Energy-Ohio bill by the bill due date to avoid late charges and to maintain good standing in the program. Duke Energy-Ohio is authorized to disconnect a customer's gas service in accordance with its tariffs for past due charges owed to an alternate supplier. Should Integrus Energy Services initiate contract termination for non-payment, customers will receive 14 days notice prior to end of service.

6.3 Collection Process

Duke Energy-Ohio's credit and collection policy will apply to the Aggregation Program. For more information on the Duke Energy-Ohio collection policy customers should contact Duke Energy-Ohio customer service at 1-800-362-7557.

VII. PROGRAM ENROLLMENT

The City of Norwood's Natural Gas Aggregation Program is an "opt-out" Aggregation Program. Accordingly, eligible Customers will be automatically included in the City's Aggregation Program unless they comply with the Program's opt-out procedure discussed in Section VIII below. Eligible customers who wish to participate and remain in the City's aggregate need not take any action. Participating customers will be automatically enrolled in the City of Norwood's Program. Enrollment shall commence with the start of service and shall continue for a twenty-four (24) month service period. Eligible customers who choose to opt-out will not receive another automatic enrollment opportunity until the twenty-four (24) month service period has expired. Integrus Energy Services will notify customers when service under the Program will begin which shall coincide with the switch from their current supplier.

Customers who meet all of the following criteria will automatically become members of the Aggregation Program:

- Do not opt-out and therefore remain in the Program after the designated 21-day Opt-Out Period;
- Residents of the City of Norwood whose service address is within the boundaries of the City of Norwood; and
- Is an Eligible Customer and not otherwise deemed ineligible to participate in the City's Program.

Customers rejected by Duke Energy-Ohio upon enrollment will be mailed a letter from Integrus Energy Services stating the reason for their rejection within three (3) days of Integrus Energy Services receipt of the rejection file by Duke Energy-Ohio.

VIII. OPT-OUT PROCEDURE AND TERMS

8.1 Opt-out Process

The City will develop an Opt-out or automatic governmental aggregation pursuant to section 4929 of the Ohio Revised Code (see Section 4.3). As the Retail Natural Gas Supplier to the City's Program, Integrus Energy Services shall disclose to the person owning, occupying or using the natural gas load center that the person will be enrolled in the City's Program unless they affirmatively elect not to be enrolled. That person must opt-out by following the Aggregation Program's stated opt-out procedure. Integrus Energy Services shall draft and City shall approve the opt-out notice and docket the same with the PUCO at least ten (10) days prior to mailing it to Eligible Customers.

Using the Duke Energy-Ohio customer list, Integrus Energy Services with the assistance of the City (see Section 4.3) shall on a best efforts basis identify all Eligible Customers within the City

limits. Per PUCO natural gas aggregation rules, Duke Energy-Ohio will remove PIPP customers and customers that do not meet the eligibility criteria outlined in section VII above from the list of Eligible Customers prior to giving the data to the City or Integrys Energy Services.

Integrys Energy Services will implement the opt-out process on behalf of the City of Norwood. Prior to commencement of service, Integrys Energy Services will utilize customer information provided by Duke Energy-Ohio to notify all eligible retail natural gas customers in the City of their right to opt-out of the City of Norwood's Natural Gas Aggregation Program. Residents must be an eligible customer as of the date the customer list was created by Duke Energy-Ohio to receive an opt-out notice. Eligible customers will be mailed an opt-out notice within thirty (30) days of Integrys Energy Services' receipt of the Duke Energy-Ohio list. Eligible customers for automatic enrollment shall be residential and/or commercial customers in the City that are not otherwise designated by Duke Energy-Ohio or the PUCO as ineligible at the time the mailing list is created or are otherwise deemed ineligible to participate in the City's Aggregation Program. Eligible Customers will receive by mail a notice disclosing: the Program's rates; terms and conditions of service; and general information related to the Program. The notice shall clearly provide instructions on how to opt-out of the program, which shall be by returning a postcard to Integrys Energy Services or calling a designated number at Integrys Energy Services. The Opt-Out Period shall be a twenty-one (21) day period. Eligible Consumers shall have twenty-one (21) days from the date of the postmark on the notice to indicate their intent to opt-out. Eligible Customers that do not follow the prescribed opt-out procedure shall be automatically enrolled in the program. The customer should immediately notify Integrys Energy Services if they are inadvertently switched and are not an eligible Duke Energy-Ohio customer in the City of Norwood. Integrys Energy Services shall notify Duke Energy-Ohio of the City of Norwood's Eligible Customers to be switched to service under the Program.

8.2 No Fee Opt-out Privileges

The City of Norwood's Duke Energy-Ohio customers may only return to the utility or switch to another retail natural gas supplier during City's Aggregation Program service period or switch between the available aggregation rate offers during a service period at no charge under the following circumstances: a) during the Opt-Out Period; b) during the Rate Review Period as discussed in Section 5.2 above; or c) if they move out of the City of Norwood. Per PUCO rules, for a fixed price rate plan, and to the extent an exact formula may be provided to determine the applicable rate for a variable rate plan, an exit fee may apply for customers that switch out of the program for any other reason.

8.3 Duke Energy-Ohio Confirmation/Rescission Letter

A final means of leaving the Program, and an added defense mechanism against "customer slamming", comes in the form of written notification from Duke Energy-Ohio. This notice will inform the customer that they are about to be switched to Integrys Energy Services and have seven business (7) days if they wish to rescind the contract. Customers must rescind by contacting Duke Energy-Ohio within the seven 7 day period.

8.4 Process for Determining the Pool of Customers

Integrus Energy Services will mail Opt-out Notices which include the Program terms and conditions along with instructions on how to opt-out to each eligible customer. Integrus Energy Services and the City will work together as described in Section 4.3 above to ensure that only eligible residents of the City of Norwood are included in the mailing.

A customer may opt-out by returning a postcard to Integrus Energy Services or by calling Integrus Energy Services customer service at a designated phone number. Integrus Energy Services will remove customers who have returned opt-out forms, called to opt-out and any customers that are otherwise no longer eligible for the Program from the pool for enrollment.

Customers who have switched away from Duke Energy-Ohio to another supplier and wish to join the City of Norwood's Aggregation Program and sign-up with Integrus Energy Services would first have to terminate their existing contract and contact Integrus Energy Services during the initial Opt-Out Period to receive the group rate. Those customers would be responsible for any early termination fees assessed by their current supplier.

8.5 Return to Duke Energy-Ohio Service

Customers that opt-out of the City of Norwood's Aggregation Program after the initial 21-day Opt-Out Period will remain on Duke Energy-Ohio's commodity service and pay the applicable Standard Offer Service rate while taking such service, or if the consumer selects an alternate Retail Natural Gas Supplier that supplier's rate. Customers that voluntarily return to Duke Energy-Ohio during service under the Aggregation Program may be charged a price other than Duke Energy-Ohio's Standard Offer Service rate.

8.6 Switching to Other Suppliers

Aggregation Program participants that switch to a different Retail Natural Gas Supplier after the expiration of the Opt-out Period will be allowed to do so in correlation with the customer's next scheduled meter read date. Per PUCO rules, for a fixed price rate plan, and to the extent an exact formula may be provided to determine the applicable rate for a variable rate plan, an exit fee may apply for customers choosing to switch outside of the Opt-Out Period or Year Two Rate Review Period. Notification of intent to opt-out of the Aggregation Group may be made by contacting Integrus Energy Services Customer Service by telephone or in writing.

IX. JOINING THE PROGRAM AFTER START-UP

9.1 New City of Norwood Residents

Eligible Customers that move into the City of Norwood after the conclusion of the initial Opt-Out Period shall have the opportunity to join the City's Aggregation Program at the rates provided in the Natural Gas Aggregation Supply Agreement. These customers may call Integrus Energy Services for information on joining the Aggregation Program. Integrus Energy Services may conduct a periodic Opt-Out Period refresh for new residents subject to receipt of new customer information from Duke Energy-Ohio. In the refresh, or if directly contacted, Integrus Energy Services will inform new residents of the City's automatic Aggregation Program and of their right to opt-out of the Program. The Opt-Out Period shall be twenty-one (21) days. The enrollment term of

new customers will conclude with that of the initial pool. Rates offered to new residents may be that of the initial pool or a market based rate agreed to by the City and Integrys Energy Services.

9.2 Customer Movement within the City or out of the City

The Aggregation Program participants that move from one location to another within the corporate limits of the City shall retain their participant status at the Natural Gas Aggregation Supply Agreement price associated with that status. These customers may be dropped from the Program by Duke Energy-Ohio in which case they will not incur an exit fee and may re-enroll in the Program through the periodic refresh process or by contacting Integrys Energy Services. Customers enrolled in the City of Norwood's program that move out of the City limits will no longer be eligible to participate in the program and will lose their offer but will not incur an early termination fee.

9.3 Previously Opted-Out or Otherwise Not Enrolled Customers

Duke Energy-Ohio customers in the City of Norwood may join the City's Aggregation Program after the expiration of the initial Opt-Out Period by contacting Integrys Energy Services. Enrollment and service activation shall be subject to the written policies of Integrys Energy Services. Rates for such customers shall be at the Agreement price, or at a market-based price, subject to the policies of Integrys Energy Services.

X. RELIABILITY OF NATURAL GAS SERVICE

For the protection of retail natural gas consumers in Ohio, the PUCO has adopted rules governing the minimum service, quality, safety, and reliability practices for local utilities like Duke Energy-Ohio. The rules provide standards for inspection, maintenance, repair, and replacement of the transportation and distribution system of each local utility. The rules also impose standards on utilities such as Duke Energy-Ohio for system operation, reliability, and safety during emergencies and disasters. Duke Energy-Ohio will continue to maintain and service natural gas meters, and its transportation and distribution facilities in the City of Norwood. The only thing that changes for the Duke Energy-Ohio customers in the City of Norwood that participate in the Aggregation Group is the Retail Natural Gas Supplier. This is the company that purchases the actual natural gas and supplies it to Duke Energy-Ohio. For the members in the City's Natural Gas Aggregation Program, the Retail Natural Gas Supplier is Integrys Energy Services.

If the Retail Natural Gas Supplier does not provide sufficient gas to supply its customers the gas supply will be supplemented by Duke Energy-Ohio.

XI. CUSTOMER SERVICE

Integrys Energy Services shall provide a fully staffed, 24 hour a day 7 day a week, customer service staff. The staff will address questions or concerns related to the Program. City of Norwood customers may call toll free to: 1-877-667-9603. Customers may contact Integrys Energy Services in writing at its Worthington, Ohio office at: Integrys Energy Services, Inc., 300 W. Wilson Bridge Rd., Suite 350, Worthington, Ohio 43085.

(VOICE) or (800) 686-1570 (TTY-TDD). Records of customer complaints will be retained for two (2) years after the occurrence of the complaint. A copy of the complaint record will be provided to the PUCO within three (3) business days, if requested.

XIV. GENERAL PROVISIONS

14.1 Governing Law

Service under the Aggregation Program shall be governed by the provisions of the City's Natural Gas Aggregation Program Plan of Operation and Governance, the City of Norwood - Integrys Natural Gas Aggregation Supply Agreement, the Codified Ordinances of the City of Norwood, Ohio, the Ohio Revised Code and the rules and regulations of the Public Utilities Commission of Ohio.

14.2 Taxes and Fees

Any taxes, duties, fees or charges levied against Integrys Energy Services by any governmental or regulatory entity or passed through to Integrys Energy Services by capacity or energy suppliers shall be passed through by Integrys Energy Services and paid by the customer. Integrys Energy Services shall provide the customer written notice and detailed description of such charges if such information has not been included in previous communications.

14.3 Additional Equipment

If additional metering or monitoring equipment is required by Duke Energy-Ohio, such metering or monitoring equipment shall be installed at customer's expense. If Integrys Energy Services requires additional metering or monitoring equipment, Integrys Energy Services shall be responsible for all related expenses.

14.4 Customer Information

Participating customers will be protected from unwanted solicitations by a prohibition that Integrys Energy Services and/or the City may not sell/exchange or otherwise release an Aggregation Program participant's social security number, account number, name, address or other identifying information to third parties for purposes of solicitation without the Aggregation Program participant's written consent. Integrys Energy Services shall not release information on customers that have opted out of the Aggregation Program without the prior written consent of the customer.

14.5 Payment History

Aggregation Program customers shall have the right to request, without charge, from Integrys Energy Services the customer's payment history for a period of up to twenty-four (24) months.

XV. ADOPTION OF PLAN OF OPERATION AND GOVERNANCE

This Plan of Operation and Governance shall be subject to the adoption of the City of Norwood City Council. A copy of the City's Resolution No. _____ adopting this Plan of Operation is attached hereto as Attachment C.

Further modifications to the Plan of Operation and Governance after adoption will require approval of the City of Norwood City Council, and, if any modifications materially affect Members, the City (see Section 4.3) shall first provide notice to all affected Members and provide the same the opportunity to opt out of the Program.

PLAN OF OPERATIONS DEFINITIONS

- 1.1 "Aggregation" means combining the retail natural gas loads of multiple customers for the purpose of supplying or arranging for the supply of competitive retail natural gas service to those customers.
- 1.2 "Aggregation Group" means those eligible retail natural gas customers of Duke Energy-Ohio within the corporate limits of the City of Norwood, excluding PIPP customers, defined as Eligible Customers in 1.8 and who do not "opt-out" of the City's Aggregation Program.
- 1.3 "Aggregation Program" or "Program" means the provision of competitive retail natural gas aggregation services to the Aggregation Group of the City of Norwood and pursuant to the City's Plan of Operation and Governance.
- 1.4 "Aggregation Services" means services provided to the Aggregation Group pursuant to the Natural Gas Supply Agreement executed by the City and Integrys Energy Services.
- 1.5 "Competitive Retail Natural Gas Service" means retail natural gas service that is deemed competitive pursuant to Section 4929.01(J) of the Ohio Revised Code which states J) "Competitive retail natural gas service" means any retail natural gas service that may be competitively offered to consumers in this state as a result of revised schedules approved under division © of section 4929.29 of the Revised Code, a rule or order adopted or issued by the public utilities commission under Chapter 4905 of the Revised Code, or an exemption granted by the commission under sections 4929.04 to 4929.08 of the Revised Code.
- 1.6 "Consolidated Billing" means combining the incumbent natural gas company's charges and the Retail Natural Gas Supplier's charges on one billing statement.
- 1.7 "Electronic Data Interchange" ("EDI") means the computer system used by Integrys Energy Services and Duke Energy-Ohio to transmit enrollment, supply and billing information.
- 1.8 "Eligible Customer" includes customers of Duke Energy-Ohio who are not: a person that is both a distribution service customer and a mercantile customer on the date of commencement of service to the governmental aggregation, or the person becomes a distribution service customer after the service commencement date and is also a mercantile customer; a person that is supplied with commodity sales service pursuant to a contract with a Retail Natural Gas Supplier that is in effect on

the effective date of the ordinance or resolution authorizing the aggregation; a person that is supplied with commodity sales service as part of the percentage of income payment plan program or similar or successor program adopted by the commission under chapters 4905 or 4929. of the revised code; or, a customer that has failed to discharge, or enter into a plan to discharge, all existing arrearages owed to or being billed by a natural gas company from which the person is receiving service.

1.9 **"Governmental Aggregator"** means a county, municipality or township that provides aggregation services.

1.10 **"Natural Gas Aggregation Supply Agreement" or "Agreement"** means the contract agreed to between the City of Norwood and its Retail Natural Gas Supplier for the provision of competitive retail natural gas service to the City's Aggregation Program.

1.11 **"Opt-Out Period"** means the twenty-one day (21) day period in which eligible Duke Energy-Ohio customers in the City of Norwood must opt-out of the City of Norwood's Aggregation Program or they will be automatically enrolled in the Program.

1.12 **"PIPP"** means Percentage of Income Payment Plan Program as prescribed in PUCO Rules 4901:1-18-02(B)-(G) and 4901:1-18-04(B) of the *Ohio Administrative Code*.

1.13 **"Plan of Operation and Governance"** means the City of Norwood's Plan of Operation and Governance which details the services provided under the Aggregation Program. The Plan of Operation and Governance shall become effective upon passage of City Ordinance or at a time otherwise provided in said legislation.

1.14 **"PUCO"** means the Public Utilities Commission of Ohio.

1.15 **"Purchasing Agent"** means the City of Norwood as a municipality or township that provides Competitive Retail Natural Gas Service by contracting with a Retail Natural Gas Supplier.

1.16 **"Retail Natural Gas Service"** means commodity sales service, ancillary service, natural gas aggregation service, natural gas marketing service, or natural gas brokerage service. Pursuant to 4929.01 (M) of the Ohio Revised Code

1.17 **"Retail Natural Gas Supplier"** means a Retail Natural Gas Supplier that has been certified by the PUCO to provide competitive retail natural gas service to consumers in Ohio that are not mercantile customers including marketers, brokers, or aggregators, but excludes a natural gas company, a governmental aggregator, a billing or collection agent, and a producer or gatherer of gas that is not a natural gas company.

1.18 **"Seller"** means Integrys Energy Services, Inc., the Retail Natural Gas Supplier for the City of Norwood Aggregation.

CITY OF NORWOOD, HAMILTON COUNTY, OHIO

EXHIBITS B-3 and B-4

AUTOMATIC AGGREGATION DISCLOSURE NOTIFICATION

OPT OUT LETTER AND TERMS & CONDITIONS – 6 PAGES

Selected Natural Gas Supplier

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

Welcome to the Sample City Natural Gas Governmental Aggregation Program.

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 Sample City has selected Constellation Energy Services – Natural Gas, LLC ("Constellation") as the preferred supplier for its Natural Gas Governmental Aggregation Program in 2016. The program is a two-year program that offers a fixed rate of **\$X.XX per Mcf** for the first term of Month 2016 through Month 2017 billing cycles. Before the end of your Month 2017 billing period, your community will determine your rate for the next term of the program.

You're Automatically Enrolled

As an eligible Sample City 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.

How To Opt-Out

You don't need to do anything to get this low rate. However, if you decide not to take part in the program, we must receive your response in one of two ways by **Month X, 2016** as described below.

1. Mail: Return the completed form below to:

ATTN Ohio Natural Gas Program
 Constellation
 P.O. Box 4911
 Houston, TX 77210-4911

2. Phone: Call Constellation at 1-844-XXX-XXXX

Sincerely,

Sample City Local Officials



Bruce Stewart, Chief Marketing Officer
 Constellation

Here's how you benefit.

- You receive a natural gas rate of **\$X.XX/Mcf** for your Month 2016 through Month 2017 billing cycles.
- You still receive one bill from Dominion East Ohio (DEO). It now includes Constellation's natural gas charge.
- You will continue to contact DEO for emergency or maintenance issues.
- Budget billing and automatic payment options are still available from DEO.

To learn more:

Call 1-844-XXX-XXXX

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>



Constellation
 An Exelon Company



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

Phone Number

☐ Cell ☐ Work ☐ Home

Service Address:

<Code>

Opt-Out Code

DEO Account Number

Governmental Aggregation Benefit?

Aggregation, local officials
together for improved
power. The community
competitively-priced natural
gas supplier certified by
commission of Ohio.

**Sample City able to
certified natural
on
community's behalf
eligible?**

It to give the Sample City the
late on behalf of the
a contract
supplier.

ts or businesses must
an opt-out notice from
and meet the following

not have already chosen
supplier on your own.

not be a PIPP
age of income payment
customer.

not be in arrears
payment.

address must
within the Sample

company must be
East Ohio (DEO).

not be a mercantile,
(natural gas
al accounts using
/cf/year).

What does "opt-out" mean?

"Opt-out" means that you can decide not to
participate in the Sample City Natural Gas
Governmental Aggregation Program. You can
opt-out by returning the opt-out form included in
your mailer, or through the call center using the
phone number provided. If you opt-out, you will
not be enrolled as a natural gas customer with
Constellation. You will also not receive the
Sample City competitive natural gas rate.

What happens if I do not send in the opt-out form?

If you do not return the opt-out form by the
deadline, you will be included in the Sample
City governmental aggregation program and
receive competitively priced natural gas from
Constellation.

I am currently under the budget billing option as provided by DEO. Can I retain this service?

There will be no changes in your bill as they
relate to budget billing and the methodology
utilized by DEO to calculate the same.

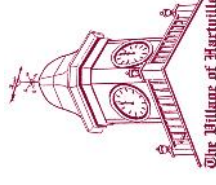
Who is Constellation?

Constellation's affiliates are leading suppliers
of energy products and services to electric and
natural gas customers in 47 states as well as
Washington, D.C. We've been helping customers
navigate competitive energy markets for as long
as customers have had a choice of their energy
supplier and have provided affordable, reliable
energy to businesses nationwide for years.

Constellation's parent company, Exelon, is
a FORTUNE 200 company with approximately
\$33 billion in annual revenues.



Constellation®
An Exelon Company



Governmental Aggregation Program



Constellation
An Exelon Company

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All rights reserved. The offering herein is sold and
contracted by Constellation Energy Services – Natural
Gas, LLC, a subsidiary of Exelon Corporation.
Ohio Supplier License #02-021G(6)

When do I need to opt-out?

If you have a 4-6 digit opt-out code on your natural gas bill, you must opt-out by the end of the year. If this is not the case, you must opt-out by the end of the year. If you are a commercial customer, you must opt-out by the end of the year. If you are a residential customer, you must opt-out by the end of the year.

What are the associated costs?

The program is free and you need not pay any fee to be enrolled in the program. You only need to be eligible for the program. There is no agreement at any time with DEO without any fee.

What is the enrollment period?

The program is free and you need not pay any fee to be enrolled in the program. You only need to be eligible for the program. There is no agreement at any time with DEO without any fee.

What is the termination period?

The program is free and you need not pay any fee to be enrolled in the program. You only need to be eligible for the program. There is no agreement at any time with DEO without any fee.

When will my Constellation natural gas supply begin and how do I know when my meter read occurs?

Supply will start on your first applicable meter read date, which we estimate to be in Month. Refer to your bill to get the exact meter read date.

What if I am with another supplier and want to join the Sample City's program?

Based on the records provided by the utility, we assumed you are not with another supplier; otherwise we would not have sent you this notice. However, if you recently signed up with a new supplier or if you believe you are on an older contract, carefully review the terms and conditions of that agreement before proceeding as your ability to terminate early with that supplier may be restricted.

How can Constellation offer a lower rate than DEO's current rate?

During select market opportunities, Constellation buys natural gas at a lower rate than DEO, and then passes on those savings to its customers.

How did the Sample City develop this program?

The Sample City established a program in accordance with Section 4929.26 of the Ohio Revised Code (ORC), providing the city with the right to arrange for the provision of Supplier Service to its residential inhabitants and small commercial inhabitants that do not opt-out of the program (the "Aggregation Program").

Where can I learn more about natural gas deregulation and assistance programs?

The Public Utilities Commission of Ohio has approved a number of additional assistance programs to help customers with their energy bills. Eligibility and enrollment information about the Home Energy Assistance Program (HEAP), Winter Crisis Program (WCP) and others can be found on the PUCO's website at www.puco.ohio.gov.

What questions should be directed to my Utility?

Please contact DEO at 1.800.362.7557 for questions on the following topics:

- Problems with your natural gas service
- Questions about the delivery charges on your bill
- Tax exemptions

What happens at the end of my Constellation natural gas contract term?

The Sample City will rebid the term and rate on behalf of residents. You will be notified of the outcome by the city and/or supplier for the new term.

Dominion East Ohio
number is 1.800.362.7557

Please refer to the enclosed General Terms and Conditions for program pricing and further information.

To find out more about the program, visit www.constellation.com



Constellation
An Exelon Company

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 Month X, 2016 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 Month 2016 (Month 2016 billing cycle). We will supply your Account(s) through the month of Month 2018 (Month 2018 billing cycle). If the Sample City, OH Natural Gas Pricing Program continues beyond Month 2018 with Constellation as the supplier, Constellation will send you a notice of renewal including, but not limited to, notice of the new Sample City, OH Natural Gas Pricing Program, notice of your right to opt-out of the Sample City, OH 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 Sample City, OH Natural Gas Pricing Program at least every two years from the Start Date of the Sample City, OH 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. Sample City, OH Natural Gas Pricing Program. Through Month 2017 (Month 2017 billing cycle), your price will be a fixed rate of \$X.XX per Mcf. For the remainder of the term of this Agreement, your price will be the NYMEX last day settlement price, converted to Mcf using a BTU factor of 1.063, for the applicable gas flow month plus an "Adder" of \$0.101 / Mcf unless the Sample City, OH decides to fix the price for any of those months. **IN THIS PROGRAM, YOU HEREBY APPOINT THE SAMPLE CITY, OH AS YOUR AGENT FOR NATURAL GAS SUPPLY PRICING DECISIONS AND AGREE THAT SAMPLE CITY, OH 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 (844) 275-0697, 24 hours a day, seven days a week, by e-mail at VST@constellation.com, online at www.constellation.com, or in writing at Constellation Energy Services – Natural Gas, LLC, 1716 Lawrence Drive, De Pere WI, 54115. 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. 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.

9. 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).

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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. 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. 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. 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



**Important information regarding the
Sample City Natural Gas Aggregation Program.**

SAMPLE

CITY OF NORWOOD, HAMILTON COUNTY, OHIO

EXHIBIT B-5 "EXPERIENCE"

1 Page

Exhibit B-5 “Experience”

Due to the complexity of Governmental Aggregation, the Governmental Aggregator applicant has entered into a program agreement with Constellation Energy Services – Natural Gas, LLC (“Constellation”) to assist us in implementing and maintaining our Natural Gas Governmental Aggregation Program. Constellation is a PUCO certified Natural Gas Aggregator and has experience in managing and supplying more than 50 governmental aggregation programs in the State of Ohio.

A detailed summary of the contract includes, but is not limited to, providing the following services:

- Assist with the preparation of the Plan of Operation and Governance
- Assist with the required legal notice and the required public meetings to review and approve the Plan of Operation and Governance
- Assist with the preparation and submission of the Certification Application for Governmental Aggregators and Re-certification Applications, as well as PUCO annual reporting requirements
- Provide a dedicated Toll Free Number for the program that is fully-staffed and trained and is available 24 hours a day, 7 days a week to respond to all customer questions and complaints
- Provide a dedicated landing page for each governmental aggregation program which provides customer education content, program information and customer service access
- Provide gas supply pricing strategies and provide the gas supply for the chosen strategy(ies)
- Assist in obtaining utility eligible customer lists
- Provide boundary verification services
- Draft, print, docket with the PUCO and mail approved opt-out notices
- Provide billing services through the local distribution utility using their own proprietary billing system
- Maintain a system for tracking and responding to customer inquiries and complaints
- Provide other services necessary to comply with provisions of Section 4929.22 of the Ohio Revised Code and in Chapter 4901:1-29 of the Ohio Administrative Code

As a Certified Gas Aggregator, Constellation (and/or its predecessors) has over 13 years of experience in providing the aforementioned services to governmental aggregators in the State of Ohio as well as providing Customer Choice programs to all four deregulated gas utilities throughout the State. Constellation’s ability to successfully serve as a CRNGS provider is amply demonstrated through their past and current performance as a natural gas provider. Their efforts comply with all of the requirements of Commission rules adopted pursuant to the Ohio Revised Code and include such activities as customer enrollment methods, customer service activities and response to customer concerns.

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Case No(s). 10-0390-GA-GAG

Summary: Application supporting documents electronically filed by Ms. Amy Garrett on behalf of City of Norwood