

DIS Case Number: 04-0233-GA-GAG

Section A: Application Information

A-1. Applicant's legal name, address, telephone number, and web site address

the applicant's legal name, address, telephone number, and web address.

Legal Name: Village of East Palestine Country: United States
Phone: Extension (if applicable): Street: 85 North Market St.
3304264367
Website (if any): www.eastpalestion-oh.gov City: East Palestine Province/State: OH

Postal Code: 44413

A-2. Contact person for regulatory matters

Mark McTrusty
85 North Market St.
East Palestine, OH 44413
US
m.mctrustry@eastpalestine-oh.gov
3304264367

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

Mark McTrusty
85 North Market St.
East Palestine, OH 44413
US
m.mctrustry@eastpalestine-oh.gov
3304264367

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

Phone: 330-426-4367 Extension (if applicable): Country: United States
Fax: Extension (if applicable): Street: 85 North Market Street
Email: m.mctrustry@eastpalestine-oh.gov City: East Palestine Province/State: OH



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.

File(s) attached.

B-2. Operation and governance plans

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.

Files(s) attached.

B-3. Opt-out disclosure notice

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.

File(s) uploaded

B-4. Experience and Plans

Provide a description of the applicant's experience in providing the service(s) for which it is applying (e.g. number and type of customers served, utility service areas, amount of load, etc.). Also provide the plan for contracting with customers, providing contracted services, providing billing statements, and responding to customer inquiries and complaints in accordance with Commission rules adopted pursuant to Section 4928.10 of the Revised Code.

File(s) attached

Application Attachments

City of East Palestine

Exhibit B-1

Authorizing Ordinance/Resolution

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#14
3rd 4-25

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ORDINANCE NO. 10-2003

AN ORDINANCE AUTHORIZING ALL ACTIONS NECESSARY TO EFFECT A GOVERNMENTAL NATURAL GAS AGGREGATION PROGRAM WITH OPT-OUT PROVISIONS, PURSUANT TO SECTION 4929.26, OHIO REVISED CODE, DIRECTING THE COLUMBIANA COUNTY BOARD OF ELECTIONS TO SUBMIT A BALLOT QUESTION TO THE ELECTORS.

WHEREAS, The Ohio Legislature has enacted natural gas deregulation legislation which authorizes the legislative authorities of municipal corporations, townships and counties to aggregate the retail natural gas loads located in the 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, This Council seeks to establish a governmental aggregation program with opt-out provisions pursuant to Section 4929.26, Ohio Revised Code (the "Aggregation Program"), for the residents, businesses and other natural gas consumers in the City 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 East Palestine, State of Ohio:

SECTION 1. This Council finds and determines that it is in the best interest of the City, its residents, businesses and other natural gas consumers located within the corporate limits of the City to establish the Aggregation Program in the City. Provided that this Ordinance and the Aggregation Program is approved by the electors of the City pursuant to Section 2 of this Ordinance, the City is hereby authorized to aggregate in accordance with Section 4929.26, 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 an natural gas load center proposed to be aggregated and will provide for the opt-out rights described in Section 3 of this Ordinance.

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SECTION 2. The Board of Elections of Columbiana County is hereby directed to submit the following question to the electors of the City at the general election on November 4, 2003:

Shall the City of East Palestine have the authority to aggregate the retail natural gas loads located in the City, and for that purpose, 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 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 the general election. 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 this Section 2 and Section 4929.26, Ohio Revised Code.

SECTION 3. Upon 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, may 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 natural 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 shall default to the standard service offer provided under division (D) of Section 4929.26, Ohio Revised Code until the person chooses an alternative supplier.

SECTION 4. That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were meetings open to the public in compliance with the law.

PASSED IN COUNCIL THIS 28th DAY OF April, 2003.

City of East Palestine

Exhibit B-2

Operation and Governance Plan

City of East Palestine, Ohio

Plan of Operation and Governance
Adopted by the City of East Palestine on
MARCH 8, 2004

Governmental Natural Gas Aggregation Program

I. Overview

At the November 2003 general election, local residents authorized the City of East Palestine, Ohio (the "City") to create a municipal opt-out natural gas aggregation program (the "Aggregation Program") as provided under Section 4929.26 of the Ohio Revised Code ("O.R.C."). Under the opt-out natural gas Aggregation Program, all eligible natural gas consumers within the City's corporation limits initially will be automatically included in the Aggregation Program. However, all consumers will also be given the opportunity to opt-out of or decline participation in the Aggregation Program as detailed herein.

The City's purpose in creating the Aggregation Program is to represent local consumer interests in emerging competitive natural gas markets by aggregating natural gas loads within the City's corporation limits (including municipal facilities) and negotiating affordable, reliable natural gas supplies and other related services on behalf of local consumers. The City may pursue this purpose individually or in cooperation with other entities. As part of being a Governmental aggregator, the City will become certified by the Public Utility Commission of Ohio and operate under the Rules for Competitive Retail Natural Gas Service. "Competitive Retail Natural Gas Service" means a component of retail natural gas service that is deemed competitive under the Ohio Revised Code or pursuant to an order of the PUCO.

Many small commercial and residential natural gas consumers lack the knowledge and leverage to effectively negotiate natural gas rates and services. A governmental aggregation program provides them with an option for professional representation and the bargaining power of a larger, more diverse consumer group that may be more attractive to suppliers, allowing them to effectively participate in the competitive process and achieve benefits.

The Aggregation Program is designed to reduce the amount a consumer pays for natural gas, and to gain other favorable economic and non-economic terms in service contracts. The City will not buy and resell natural gas, but will represent collective consumer interests to set terms and conditions for service. Through a negotiation process, the City will develop a contract with one or more Competitive Retail Natural Gas Services Provider (collectively "CRNGS Provider") for firm all requirements natural gas service. The contract will run for a fixed term and may be extended upon the mutual agreement of the City and the CRNGS Provider. Once the contract has been finalized, it will be submitted to the City Council ("City Council") for approval.

Initially, each Eligible Consumer (as defined in §4901:1-28-01.01 of the Ohio Administrative Code and the service agreement with the CRNGS Provider) within the City's corporation limits will be included automatically in the Aggregation Program on a non-discriminatory basis. However, prior to actual enrollment, each consumer will receive a notice from the City detailing the Aggregation Program's rates, terms and conditions.

Each Eligible Consumer will then have a 21-day period to opt-out of or decline to participate in the Aggregation Program without charge. Eligible Consumers opting out of the program will continue to take service under Dominion East Ohio ("DEO") standard commodity service offer until such time as they select an approved CRNGS Provider. In the event that the City and the CRNGS Provider mutually agree to extend the term of the contract, each consumer will be allowed the opportunity to opt-out of any extension. Eligible Consumers that do not opt-out of the Aggregation Program during the 21-day opt-out period shall be deemed participants of the Aggregation Group ("Participants"). "Aggregation Group" means: (a) those Eligible Consumers of DEO within the corporate limits of the City who do not "opt-out" of the City's Aggregation Program; and (b) those Eligible Consumers of DEO within the corporate limits of the City who otherwise become Participants.

After the initial 21-day opt-out period, Eligible Consumers, including previous Participants that have since left the Aggregation Program, may join the Aggregation Group during a subsequent enrollment period to be determined by mutual agreement between the City and the CRNGS Provider ("Open Enrollment Period"). Once such Eligible Consumers join the Aggregation Program they shall be deemed Participants. Such Eligible Consumers shall be served by the CRNGS Provider for the remaining duration of the City's contract with the CRNGS Provider at the then applicable price as determined by the City and the CRNGS Provider.

Open Enrollment

During non-Open Enrollment Periods, any CRNGS Provider may, in its sole discretion, accept Eligible Consumers on an individual basis into the Aggregation Group. If an Eligible Consumer is accepted by the CRNGS Provider, that consumer shall be served at a price to be determined by the CRNGS Provider in its sole discretion. Once such Eligible Consumers join the Aggregation Program they shall be deemed Participants.

Participants who relocate within the City limits will be allowed to continue in the Aggregation Program at their new locations under the same terms and conditions as at their former locations, provided the Participant provides written or telephonic notice to the appropriate CRNGS Provider at least thirty (30) calendar days prior to the actual change of address.

Relocation

The City will enter into a Master Service Agreement ("MSA") with the CRNGS Provider to implement and operate the Aggregation Program. Contracts for natural gas supply and other related services will be negotiated, recommended and monitored for compliance by the City on behalf of local consumers.

The Aggregation Program covers only the commodity portion of a Participant's natural gas bill and the price charged by the CRNGS Provider is exclusive of DEO charges and applicable taxes. DEO will continue to deliver natural gas to Participants' homes and businesses through its natural gas distribution system as a monopoly function regulated by the Public Utilities Commission of Ohio ("PUCO"). DEO also will continue to install, operate and maintain its system, pipelines and other natural gas distribution components. Participants should continue to call DEO if the

supply of their natural gas is interrupted or if they have general billing questions. Participants should contact the appropriate CRNGS Provider should they have questions regarding charges for the supply of natural gas. The PUCO will continue to oversee DEO's natural gas safety and reliability service standards.

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

2. Plan of Operation and Governance

The City Council shall approve by resolution this Plan of Operation and Governance in accordance with Ohio Revised Code Section 4929.26. Amendments to the Plan of Operation and Governance may be subject to City Council approval and filing with the PUCO.

3. Aggregation Program Structure and Management

City Manager Oversight

Oversight of the Aggregation Program will be the responsibility of the City Manager. The City Manager will have the authority to develop specifications for the Aggregation Program, to appoint an Aggregation Program Manager, and to select the CRNGS Provider.

The CRNGS Provider and the Aggregation Program Manager, if any, will work under the direction of the City Manager with the advice and counsel of the City Attorney.

Due to the complexity of the natural gas industry and the uncertainties of its associated restructuring activities, the City Manager may contract with a consultant or consultants to provide the necessary expertise to represent the City's interest in legislative and regulatory matters and/or to serve as the Aggregation Program Manager. Such services may include, but are not limited to, facilitating consumer enrollment and opt-out, assisting with consumer education, addressing consumer questions and concerns, providing reports on program operation, enrollment and savings, negotiating future CRNGS Provider contracts, and representing the City in dealings with the CRNGS Provider, DEO, the Ohio Legislature, the PUCO and the Ohio Consumer Counsel ("OCC").

Selection of the CRNGS Provider

The City will not buy and resell natural gas to Participants. The City will negotiate with potential CRNGS Providers to provide affordable, reliable natural gas supplies and other related natural gas services on behalf of local consumers. The City will consider cooperating with other governmental aggregators if it appears beneficial to

do so. Once the City contracts with the CRNGS Provider, the City shall work exclusively with such Provider and actively support the opt-out offer.

Through a negotiation process, the City will develop a MSA with the CRNGS Provider for firm, all-requirements service. The initial term of the MSA may be up to two (2) years.

The City will contract only with CRNGS Provider that meets the following minimum criteria. The CRNGS Provider must:

1. Be certified as a CRNGS Provider by the PUCO;
2. Be registered as a natural gas supplier with DEO;
3. Demonstrate a fully functional Electronic Data Interchange ("EDI") computer network that is capable of handling aggregation requirements;
4. Successfully complete EDI computer system testing with DEO;
5. Meet standards of creditworthiness established by the City;
6. Have a customer call center capable of effectively handling Participants' questions, concerns and disputes in a timely manner using a toll-free telephone number;
- X 7. Hold the City harmless from any financial obligations arising from offering natural gas and/or energy-related services to Aggregation Program residential and small-commercial Participants;
8. Satisfy the State of Ohio's and DEO's credit requirements;
9. Negotiate with the City and execute the MSA;
- X 10. Assist the City in developing detailed opt-out and/or opt-in procedures;
- X 11. Acquire the "Eligible Consumer" list from the utility;
- X 12. Ensure that only consumers inside the municipal boundaries are considered "Eligible Consumers" and as such enrolled in the Aggregation Program if the CRNGS does not receive an opt-out card;
13. Conduct the entire opt-out process within the rules of the PUCO;
14. Provide the City with the terms and conditions under which the citizens will receive service;
15. Provide the opt-out disclosure notice;
16. Assist the City in holding public hearings on the Plan of Operation and Governance if scheduling permits; and
17. Notify Participants of the first month of aggregation natural gas delivery.

4. Enrollment and Termination of Aggregation Service

Initial Consumer Notification and Enrollment

After approval of the MSA by the City Council, the City will work with the CRNGS Provider and DEO to identify all Eligible Consumers within the City's corporation limits. The CRNGS Provider shall be responsible for development of a list of Eligible Consumers ("Eligible Consumer List") and the City shall use reasonable efforts to assist the CRNGS Provider in its development of the Eligible Consumer List. The Eligible Consumer List may consist of separate lists, in whole or part, obtained from the DEO, the CRNGS Provider or other sources. The CRNGS Provider shall pay the fees

or costs necessary to obtain or produce such lists. The City shall authorize the CRNGS Provider to act as the City's agent when requesting a list of Eligible Consumers from the DEO. The City shall provide to the CRNGS Provider both: (a) an identification of the City's geographic boundaries; and (b) if available, any mailing lists of consumers within its boundaries that the City may have or may be able to reasonably develop. The City shall not be obligated to incur any expenses for the development of the Eligible Consumer List. X

Eligible Consumers

All Eligible Consumers will be notified of the rates, charges and other terms and conditions of participation in the Aggregation Program and that they will be automatically enrolled in the Aggregation Program unless they opt-out of or decline participation in the program. Consumers will be given a 21-day period in which to notify the CRNGS Provider that they wish to opt-out of or decline participation in the Aggregation Program. 21 day

At a minimum, the opt-out notice must include the following Aggregation Program information:

1. A description of the actions taken by the City Council to authorize the Aggregation Program;
2. Services to be provided by the City pursuant to the Aggregation Program;
3. Rates and charges;
4. Terms and conditions;
5. Dates of the Aggregation Program, including an estimated service commencement date;
6. Any credit and/or deposit policies and requirements;
7. Any limitations or conditions on consumer acceptance;
8. CRNGS Provider information and contacts;
9. CRNGS Provider's toll-free number for customer service and concerns;
10. City Aggregation Program Manager's contact information (if any);
11. Consumer education information; and
12. The 21-day opt-out period and opt-out procedures.

After the initial 21-day opt-out period has elapsed, all Eligible Consumers who have not notified the CRNGS Provider of their desire to opt-out of the Aggregation Program will be enrolled by the CRNGS Provider at the earliest date practicable. Eligible Consumers will not be required to take other affirmative steps to be included in the program.

Leaving the Aggregation Program

Participants who wish to leave the Aggregation Program may do so. The terms under which a Participant may leave the Aggregation Program depend on when the Participant wishes to leave. The relevant periods are:

1. During the initial 21-day opt-out period (with no early-termination administrative fee);
2. At the end of the initial term of the MSA with the CRNGS Provider (with no early-termination administrative fee); or
3. At any other time (subject to an early-termination administrative fee).

Leaving

In addition to the initial 21-day opt-out period described above, each Participant will be given an opportunity to opt-out of the Aggregation Program at the time of any extension of the term of the MSA. At a minimum, this will occur at the end of each twenty-four (24) billing period cycle after service begins. Consumers who choose to opt-out of the Aggregation Program at any time other than during the initial 21-day opt-out period or at the time of any extension of the term of the MSA may be subject to an early-termination administrative fee assessed by the CRNGS Provider.

Participants who wish to opt-out of the program after the initial 21-day opt-out period will be allowed to do so upon written or telephonic notice to the appropriate CRNGS Provider at least thirty (30) calendar days prior to the termination date. The CRNGS Provider will take all steps necessary to terminate service to the Participant at the earliest possible opportunity after the end of the thirty (30) calendar day notice period.

Any Participant who opts out of (or otherwise leaves) the Aggregation Program will be returned to service under the DEO standard commodity service offer under DEO's tariff terms until such time as they select an approved CRNGS Provider.

If a Participant relocates outside of the City's corporation limits, there will be no exit fee or early termination administrative fee and service will end under the Aggregation Program as described above.

New and Returning Participants

After the initial 21-day opt out period, Eligible Consumers, including Participants that have left the Aggregation Program, may join the Aggregation Group during a subsequent Open Enrollment Period. Such consumers shall be served by the CRNGS Provider for the remaining duration of the contract at the then applicable price as determined by the City and the CRNGS Provider.

During non-Open Enrollment Periods, any CRNGS Provider may, in its sole discretion, accept Eligible Consumers on an individual basis into the Aggregation Group. If an Eligible Consumer is accepted by the CRNGS Provider, that customer shall be served at a price to be determined by the CRNGS Provider in its sole discretion.

Open Enrollment

The CRNGS Provider will comply with all local, state and federal rules and regulations regarding discontinuing service to Participants.

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5. Rates, Other Costs and Billing

Natural Gas Supply Charges

The City will aggregate natural gas loads within the City's corporation limits (including municipal facilities that meet the criteria as an "Eligible Consumer") and negotiate mutually agreeable price terms with the CRNGS Provider for affordable, reliable natural gas supplies and other related services on behalf of local consumers. The City may pursue this purpose individually or in cooperation with other entities. The CRNGS Provider will supply information on natural gas supply charges by DEO customer rate classification or other appropriate pricing categories as approved by the City. The CRNGS Provider's gas supply rates will be fully and prominently disclosed in consumer enrollment materials and will be subject to approval by the City.

DEO's Regulated Customer Classifications and Rates

DEO assigns customer rate classifications, character of service and associated regulated rates subject to PUCO approved tariffs. In addition to the CRNGS Provider's natural gas supply charges, customers will continue to be billed for DEO's service and delivery charges and taxes. Although the City may participate in regulatory proceedings and represent the interests of consumers regarding these regulated rates, it cannot assign or alter customer rate classifications.

Other Costs

Participants may be assessed a switching fee by DEO. In the event this fee cannot be waived, the Participants must pay the fee. Neither the City nor the CRNGS Provider will be responsible for paying the switching fee. X

Customer Billing

The CRNGS Provider will comply with the customer billing requirements of the O.R.C. and all applicable PUCO rules and regulations. The CRNGS Provider initially will use DEO's utility consolidated billing option in which each Participant's account receives one bill from DEO that itemizes the CRNGS Provider's natural gas supply charges along with DEO's delivery, transition and other PUCO-approved charges. The CRNGS Provider may, at its option, provide dual billing or supplier consolidated billing, if offered by DEO. Under the dual billing option, each Participant will receive two invoices - one from DEO (containing DEO's charges) and one from the CRNGS Provider (containing its natural gas charges). The supplier consolidated billing option is similar to the utility consolidated billing option except the CRNGS Provider provides the single, consolidated bill rather than DEO. The CRNGS Provider may, at its sole discretion, offer a budget billing option to Participants.

Initially, as described above, DEO shall provide monthly billing, collection and certain other customer services ("Billing Services") to Participants. The MSA shall set forth the CRNGS Provider's options that will arise upon the occurrence of

one or more of the following: if DEO (a) ceases to provide Billing Services, in whole or in part; or (b) otherwise materially increases the costs that the CRNGS Provider must pay for Billing Services (including the level of Receivables for which the CRNGS Provider is responsible and must recover from the Participants through the price). "Receivables" means the amounts charged by the CRNGS Provider to Participants for natural gas but for which the CRNGS Provider does not receive payment from DEO (if DEO is providing utility consolidated billing) or from the consumer (if the CRNGS Provider is providing an invoice for natural gas supply directly to the consumer).

6. Consumer Education

The CRNGS Provider will work with the City to develop an education plan for retail natural gas consumers in the City. The City and the CRNGS Provider will, where practicable, provide consumer education messages that are consistent with the messages of DEO's local campaign, and the statewide natural gas consumer education program.

7. Reliability and Customer Service

For the protection of retail natural gas consumers in Ohio, the PUCO has adopted rules governing minimum service, quality, safety and reliability practices for local utilities like DEO. The rules provide standards for inspection, maintenance, repair and replacement of the distribution lines of DEO. The rules also impose standards on utilities for system operation, reliability and safety during emergencies and disasters.

DEO will continue to maintain and service its natural gas distribution facilities in the City. Accordingly, the only thing that changes for the DEO consumers in the City who participate in the Aggregation Program is the natural gas supplier. For the Participants, the natural gas supplier will be the CRNGS Provider.) DEO

The CRNGS Provider will provide a toll free telephone number and Internet web page for consumer questions and concerns. Customer service protocol will be developed with the CRNGS Provider and shall be in accordance with the following procedures. In the event that a customer may have a concern regarding the CRNGS Provider's charges, the customer may call or write to the CRNGS Provider at the contact information that will be provided. The CRNGS Provider will investigate the customer's concerns and provide the customer with a status update promptly (and in no event in excess of three (3) business days of receiving the customer's concern). The CRNGS Provider will provide other reports and updates that are required by PUCO, if any. If the customer's questions are not resolved after contacting the CRNGS Provider, the customer may contact PUCO by calling toll free at 1-800-686-7826 or 1-614-466-3292, or for TDD/TYY toll free at 1-800-686-1570 or 1-614-466-3292, from 8:00 a.m. to 5:00 p.m. weekdays, by visiting the PUCO website at www.puco.ohio.gov or as otherwise specified by PUCO.

8. Reliability and Indemnification of Consumers

Natural gas service reliability is essential to Participants. The City will strive to provide high-quality service and reliability through provisions of the CRNGS Provider contract, through traditional proceedings related to DEO's regulated distribution services; and through direct discussions with DEO concerning specific or general problems related to quality and reliability of its distribution system.

If for any reason the CRNGS Provider fails to provide uninterrupted service, the City will attempt to acquire an alternative natural gas supply. If this attempt fails, Participants will default to service under the DEO standard commodity service offer. The City will seek to minimize this risk by contracting only with reputable CRNGS Providers that demonstrate reliable service. Regardless, in no case will Participants be without natural gas as the result of the CRNGS Provider's failure to provide uninterrupted service.

9. Participant Rights

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

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

All Eligible Consumers within the City's corporation limits shall be eligible to participate in the Aggregation Program on a non-discriminatory basis subject to the terms and conditions described herein, Ohio law, PUCO rules and regulation governing natural gas service and DEO's approved tariffs.

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

PIPP customers shall remain subject to all provisions of Ohio law and PUCO rules and regulations, but are not allowed at this time to participate in the Aggregation Program. "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.

10. Participant Responsibilities

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

11. Termination of the Aggregation Program

The Aggregation Program may be discontinued upon the termination or expiration of the CRNGS Provider contract without any extension, renewal or subsequent contract being executed. In the event of Aggregation Program termination, each Participant will receive notice prior to such program termination and can return to service under the DEO standard commodity service offer or select another approved CRNGS Provider.

12. Creditworthiness/Deposits of Participants/Failure to Pay Bill

The City may allow the CRNGS Provider to impose reasonable credit requirements upon or require a deposit from Participants.

In the event that a Participant fails to pay for the natural gas supplied by the CRNGS Provider by the due date shown on the DEO natural gas bill or if a Participant otherwise fails to meet any other agreed upon payment arrangements with the CRNGS Provider, the CRNGS Provider may terminate the Participant from the Aggregation Group. When applicable, the CRNGS Provider will provide a Participant with at least fourteen (14) calendar days prior written notice of its intent to drop the Participant from the Aggregation Group. The DEO shall provide notice to the Participant pursuant to the applicable regulations when it is dropping the Participant from the Aggregation Group.

City of East Palestine

Exhibit B-3

Automatic Aggregation

Disclosure

Opt – Out Notice

1 - 1 - 123456 - (12282220) - Agg-Test
TEST CUSTOMER
6100 EMERALD PKWY
DUBLIN OH 43017


September 3, 2021

Dear Resident or Small Business Owner:

The Village of East Palestine has selected IGS Energy of Dublin, Ohio as the supplier of natural gas to participants in its Natural Gas Aggregation Program. You are eligible to participate with other residents and small businesses in your community. You will automatically be enrolled in the Village of East Palestine Natural Gas Aggregation Program unless you notify IGS Energy that you do not wish to participate.

Under governmental aggregation, the Village of East Palestine acts on behalf of natural gas consumers in the community to negotiate a gas supply contract with eligible suppliers. Both the Village of East Palestine and IGS Energy must be certified by the Public Utilities Commission of Ohio. The Village of East Palestine voters approved the implementation of the program on November 4, 2003 and the Village Council Members approved ordinance number 10-2003. Your participation in the aggregation program for the Village of East Palestine will begin within one or two billing periods after enrollment with Dominion Energy Ohio (DEO) and end with your October 2022 billing period.

Your new price under the Village of East Palestine Natural Gas Aggregation Program will be a fixed rate \$3.05 per MCF through your October 2022 billing period. There is no charge to sign up and no charge to cancel. Please refer to the attached Terms and Conditions for full details of this offer.

You will be automatically enrolled in the Village of East Palestine 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 want to be excluded from the Village of East Palestine Natural Gas Aggregation Program you must return the enclosed "Opt-Out" form or contact IGS Energy at 1-877-353-0162 by October 8, 2021. If you do not opt out at this time, you will be enrolled in the program until it expires with your October 2022 billing period. If you do nothing you will soon receive a letter from DEO notifying you of your transfer to your community's new program with IGS Energy as your supplier. **If you wish to remain in the program, simply ignore that letter.**

Under this program IGS Energy will deliver your gas to DEO and then DEO will deliver that gas to you. DEO will maintain the pipeline system that delivers natural gas to your home or business. DEO will continue to read your meter and will continue to send you a monthly bill that will include the gas supply charge from IGS Energy. You will still contact DEO regarding loss of gas service, odor of gas, or for any other concerns or issues having to do with your local service. Budget billing and automatic billing options will continue to be available through DEO.

If you have any questions please call IGS Energy at 1-877-353-0162, weekdays, from 8:00 a.m. to 8:00 p.m. EST. For general information on natural gas deregulation in Ohio, you can also visit the Web Sites of the Ohio Consumers' Counsel (www.occ.org) or the Public Utilities Commission of Ohio (www.PUCO.ohio.gov).

Sincerely,

The Village of East Palestine and IGS Energy

P.S. Remember to return the "Opt-Out" form only if you do not want to participate in the Village of East Palestine Natural Gas Aggregation Program.

If the home or small business for which you have received this letter is not located within the Village of East Palestine, you have received this letter in error. Please contact IGS Energy at 1-877-353-0162 to be removed from the aggregation list.

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

13 digit account number as it appears on your Dominion East Ohio gas bill.

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I wish to opt out of the Village of East Palestine Natural Gas Aggregation Program.

(Check box to opt out.)

Name (Please Print) _____

Address _____

City, State, Zip _____

Phone Number _____

Email Address _____

Signature (REQUIRED) _____



Term: The community's opt-out government aggregation program (the "Program") and my service with Interstate Gas Supply, Inc. (elsewhere referred to as "IGS Energy" and the consumer will be referred in the first person, "my", "me" or "I") as my supplier on the Program will begin within one to two billing cycles after my enrollment or rate change is confirmed with the utility company and shall continue through my October 2022 utility billing cycle, unless notified otherwise. IGS Energy will supply the commodity portion of my natural gas and Dominion Energy Ohio (DEO) will be my Natural Gas Distribution Company ("NGDC"). I can contact the IGS Energy choice department by phone at 1-877-353-0162, by fax at 1-800-584-4839, in writing at P.O. Box 9060, Dublin, OH 43017, or through their web site at <http://www.igsenergy.com>.

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

Price: My price through the October 2022 NGDC billing cycle shall be \$3.05 per MCF which does not include applicable sales tax or NGDC transportation and other charges.

Renewal: If my community's governmental aggregation continues, at least every two years from the establishment of this Program the government aggregator or its supplier shall provide me notice of my right to opt out of the aggregation without penalty. The process for providing me with notice of my right to opt-out shall include a provision for me to return a post card or similar notice to the governmental aggregator or the supplier. For renewals, I will have at least twenty-one days from the post mark date on the written notice to choose to opt out of the Program, and my return post card or notice that is post marked before the opt out deadline has elapsed shall count as timely sent. The notice will follow the procedures established for the initial opt-out notice set forth in this rule and shall prominently disclose to customers all changes to the terms and conditions associated with the aggregation. I am entitled to opt-out of the government aggregation program at least every two years from the commencement date of the Program, without a penalty. If I am in the Program when the Program is renewed and I do not exercise my right to opt-out, I will be continued in the Program.

Rescission Period: I will have 21 days from the post mark date of my opt-out notice to exercise my right to opt-out of my community's Program. If I do not opt-out of the Program, IGS Energy will submit my enrollment to the NGDC and if I am new to the Program or a new customer to IGS Energy I will have 7 business days from the post-mark date of the confirmation notice sent by the NGDC to rescind my enrollment. I can rescind my enrollment by contacting the NGDC in writing or by telephone at the number provided on the confirmation notice within that 7-day period. Otherwise, I can cancel this agreement as detailed below.

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

Contact and Dispute Resolutions: In the event of a billing dispute or issues regarding volume or metering, I should contact the NGDC at the number listed on their bill. For other questions or concerns about pricing, I can contact the IGS Energy choice department by phone weekdays from 8:00 a.m. to 8:00 p.m. EST at 1-877-353-0162, by fax 1-800-584-4839, in writing at P.O. Box 9060, Dublin, OH 43017, or through their web site at www.igsenergy.com. Also, I can contact IGS Energy through e-mail at choice@igsenergy.com. If my questions or concerns are not resolved after I have called IGS Energy, or for general utility information, residential and business customers may call the Public Utilities Commission of Ohio (PUCO) toll free at 1-800-686-7826 or for TDD/TTY toll free at 1-800-686-1570, from 8:00 a.m. to 5:30 p.m. weekdays, or visit the PUCO website at www.puco.ohio.gov. The Ohio Consumers Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted toll free at 1-877-742-5622 from 8:00 a.m. to 5:00 p.m. weekdays or visit www.occ.ohio.org.

Billing: For my convenience I will receive only one bill, which will be issued by the NGDC each month and will contain IGS Energy's gas price plus applicable taxes and all of the NGDC's transportation and other applicable charges, including any late fees assessed by the NGDC. I agree to continue to pay the NGDC for the entire gas bill under the NGDC's payment terms and conditions. If I pay under the budget bill payment plan, I understand that this service is available and will remain available. IGS Energy reserves the right to issue an invoice to me directly, such invoice would contain IGS Energy's gas price and may also contain applicable taxes and all of the NGDC's transportation and other applicable charges. If the NGDC discontinues or materially alters its billing service, then IGS Energy may invoice me directly and if I fail to pay within the terms specified on the invoice(s) a late fee of 1.5% per month on all past-due amounts will apply. If IGS Energy bills me directly for services provided, IGS Energy may terminate this Agreement with fourteen (14) days written notice should I fail to pay the bill or meet any agreed-upon payment arrangements. If I fail to pay my invoices timely which include IGS Energy charges, the NGDC may disconnect my service, according to tariff guidelines. I may request, at no charge, up to 24 months of my payment history for services rendered by IGS Energy. Other than for operation, maintenance, assignment and transfer of my account or, where IGS Energy is performing billing services, or for commercial collections, IGS Energy will not disclose my account number to any other third party without my affirmative written consent or electronic authorization or pursuant to a court or Commission order and that, other than for credit checking and credit reporting, if IGS Energy is performing billing services, IGS Energy will not disclose my social security number without my affirmative written consent or pursuant to court order. I authorize IGS Energy to obtain my billing payment and usage history from the NGDC.

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

Moving/Termination: I understand that this contract will automatically terminate, without penalty, if I relocate outside my community aggregation Program boundaries, or if the requested service location is not served by the NGDC. Also, I understand that I have the right to terminate this Agreement, without penalty, if I relocate inside the NGDC service territory and the NGDC does not have contract portability and if IGS Energy agrees to allow me to continue. In such instances, I would have to enroll with IGS Energy under a new agreement, as this Agreement is only valid for opt-out government aggregation. I understand that I am not entitled to the pricing or service from IGS Energy hereunder at my new location until such time as the NGDC accepts my enrollment with IGS Energy at my new location and/or transfers my contract to my new location and that the pricing hereunder will not be extended for additional months that I was not with IGS Energy, unless agreed to in writing by IGS Energy. Except as provided in this Agreement, if IGS Energy returns me to the NGDC's sales service, this Agreement will terminate without penalty to me.

Eligibility / Limitation of Liability / Jurisdiction: This Agreement is for residential and small commercial customers that use less than 500 MCF a year and are otherwise eligible for opt-out government aggregation programs. IGS Energy and my community shall use its best efforts to ensure that only eligible customer accounts within its governmental boundaries and customers who have not opted out are included in its aggregation. If ineligible accounts, accounts from outside of the governmental aggregator's governmental boundaries, or accounts for customers who opted out of the aggregation are switched to the governmental aggregation, as soon as IGS Energy is aware of such event the governmental aggregator (or IGS Energy) will promptly contact the natural gas company to have the customer switched back to the customer's former supplier, and will pay any switching fee imposed by the NGDC for such switch. Participation in the program is subject to the rules of the NGDC and the rules established in Ohio Administrative Code 4901:1-28. Customers are sometimes terminated or not enrolled in the program due to NGDC issues. In such instances, I can contact the NGDC to correct the problem and be reinstated or enrolled in the Program. Regardless of the reason for termination, in no case will the original term be extended for months that I was unable to participate nor will IGS Energy have any liability for any early termination or for any months that I was unable to participate in the Program. IGS Energy assumes no liability or responsibility for losses or consequential damages arising from items associated with the NGDC including, but not limited to: operations and maintenance of their system; any interruption of service; termination of service; or deterioration of service, nor does IGS Energy assume responsibility or liability for damages arising from any in-home or building damages and in addition shall not be responsible for any indirect, consequential, special or punitive damages whether arising under contract, tort (including negligence or strict liability) or any other legal theory. The parties agree that if the customer is unable to resolve its issues through the PUCO as detailed under "Contract and Dispute Resolution" above or if suit is filed, any legal action involving this Agreement shall be brought only in a court of the State of Ohio. The Parties shall not pursue any claims arising under this Agreement on a class or other representative basis and will not seek to coordinate or consolidate any legal actions arising under this Agreement with any other proceeding. The parties agree that this Agreement shall be interpreted under the laws of the State of Ohio, regardless of Ohio's choice of law provisions.

By returning this signed form, you will be excluded from the opportunity to join other residents in the Village of East Palestine Natural Gas Governmental Aggregation Program

NOTICE

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

Return by **October 8, 2021** to:

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

City of East Palestine

Exhibit B-4

Experience

The City of East Palestine has experience in negotiating, contracting and providing for common services for residents of the City. Some examples of experience as a service provider are:

- Electric Power purchase, generation and distribution
- Municipal Opt-in Gas Aggregation
- Water and Sewer Service
- Police and Fire Service
- Parks and Recreation

The Mayor, City Council and City Staff routinely negotiate for services and supplies that benefit the residents of East Palestine.

However, due to the complexity of municipal opt-out aggregation, the City has chosen to retain the services of a consultant to assist them in designing, implementing and maintaining their natural gas aggregation program.

Contractual Arrangements for Capability Standards

The City of East Palestine states that a valid contract exists with:

AMPO, Inc., a Subsidiary of AMP
1111 Schrock Road, Suite 100
Columbus, Ohio 43229

for the purpose of providing consulting services on municipal opt-out natural gas aggregation.

Detailed summary of the services being provided:

- Assist with developing model ordinances to create opt-in or opt-out electric aggregation programs.
- Coordinate and work with municipal local officials and staff to develop a procurement strategy for reliable and competitive electric supplies and related services for the electric aggregation program.
- Assist with the preparation of a Plan of Operation and Governance for the electric aggregation program.
- Coordinate and assist with the preparation and filing of the required aggregation certification documents with the Public Utilities Commission of Ohio ("PUCO").
- Assist with performing the PUCO requirements for governmental aggregation programs.
- Provide consulting services and administer the process of negotiating with certified electric suppliers, developing and soliciting requests for quotations ("RFQ") or requests for proposals ("RFP").
- Evaluate and manage the ongoing negotiations and/or RFQ or RFP.
- Analyze the negotiations and/or RFQ or RFP's from certified retail electric suppliers and make recommendations to local officials and staff.
- Assist with developing and negotiating the contract with the certified retail electric supplier to serve the aggregation program.
- Assist the municipality in executing and administering agreements with the selected certified retail electric supplier.

- Coordinate the PUCO customer notifications and other requirements for enrolling residents in the municipal electric aggregation program.
- Work with and assist the municipality, the certified retail electric supplier, and the electric local distribution company to facilitate the enrollment of customers in the municipal electric aggregation program at the earliest date practicable.
- Work with the certified retail electric supplier to coordinate and communicate with the municipality regarding enrollments in the municipal electric aggregation program, cost savings to participants, and other related matters.
- Assist the municipality in developing effective consumer education materials to explain the aggregation program and make community presentations as needed.
- Assist with monitoring proceedings of applicable legislative and regulatory bodies and provide analysis and updates on changes that may impact the municipal electric aggregation program, its participants, or the municipality.
- Represent the interests of the municipality at meetings with the certified retail electric supplier and the local distribution company concerning the municipal electric aggregation program rates, terms and conditions of service, customer concerns, etc.
- Assist and work with the municipality to prepare and file annual reports required by the PUCO and Section 4905.10(A) and Section 4911.18(A), Ohio Revised Code.
- Coordinate with municipal legal counsels to facilitate legal reviews and/or opinions that may be needed in connection with the aggregation program. Please note that the performance of any legal work, including but not limited to the legal reviews and/or opinions, are beyond the scope of AMPO's services.
- As the initial term of the certified retail electric supplier contract agreement nears its end, repeat Phase I activities to secure ongoing competitive electric supplies and related services for the municipal electric aggregation program.

Documentation of Contracting Party's Experience in Energy Aggregation:

AMP, Inc.

Founded in 1971, Columbus based American Municipal Power (AMP) was organized as a nonprofit corporation for the purpose of owning and operating electric facilities or otherwise providing for the generation, transmission and/or distribution of electric power and energy to its member communities. Members include 84 municipally owned electric systems in Ohio, 6 in Kentucky, 6 in Michigan, 29 in Pennsylvania, 5 in Virginia, 1 in Indiana, 1 in Maryland and 2 in West Virginia. Those public power communities range in size from approximately 10 meters to more than 70,000 meters. Collectively, AMP member communities serve more than 650,000 customers.

AMP coordinates, negotiates and develops power supply options and interchange agreements on behalf of its members. AMP owns and operates a 700-MW natural gas combined cycle facility located in Fremont, Ohio, and owns a 23% interest in a 1,600-MW supercritical pulverized coal plant and mine in southern Illinois, near Lively Grove. In addition, AMP either is developing, or owns or operates, on behalf of participating members over 300 MW run-of-the-river hydroelectric power projects on the Ohio River. AMP also is developing, or owns or operates, on behalf of participating members approximately 10MW of wind turbine projects and 3.5MW of solar projects.

AMP also operates a sophisticated 24-hour energy control center that monitors electric loads and transmission availability, dispatches, buys and sells power and energy and controls AMP and member-owned generation. A competent in-house engineering, operations, safety, power supply, key accounts, economic development, rate and environmental staff is available at AMP's headquarters to assist member communities in addition to performing AMP duties and providing support to the joint ventures.

AMP's knowledgeable, experienced staff understands the unique challenges faced by local government staff and elected officials. AMP is governed by a 21-member Board of Trustees, all of who are local government representatives, and a number of AMP staff members—including its president—once worked for local governments.

AMPO, Inc.

Formed in 1998, AMPO, Inc. is a wholly owned, taxable subsidiary of AMP whose purpose is to provide direction and service to local governments and other energy consumers in evolving energy markets. This includes the development and implementation of local electric and electric aggregation programs, review and negotiation of energy contracts, and the evaluation and implementation of energy supply alternatives for local business, industry and government. AMPO, Inc. currently works with over 35 Ohio communities to offer natural gas and/or electric aggregation programs to residential and small commercial customers.



The Public Utilities Commission of Ohio

Ohio Natural Gas Governmental Aggregation
Affidavit Form
(Version 1.07)

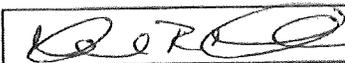
In the Matter of the Application of)
City of East Palestine)
for a Certificate or Renewal Certificate to Provide)
Natural Gas Governmental Aggregation Service in)
Ohio.)

Case No. 04-0233 -GA-GAG

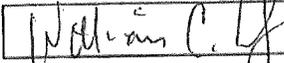
County of Columblana
State of Ohio

Mark McTrusty, City Manager [Affiant], being duly sworn/affirmed, hereby states that:

- (1) The information provided within the certification or certification renewal application and supporting information is complete, true, and accurate to the best knowledge of affiant.
- (2) The applicant will timely file an annual report of its intrastate gross receipts and sales of hundred cubic feet of natural gas pursuant to Sections 4905.10(A), 4911.18(A), and 4929.23(B), Ohio Revised Code.
- (3) The applicant will timely pay any assessment made pursuant to Section 4905.10 or Section 4911.18(A), Ohio Revised Code.
- (4) Applicant will comply with all applicable rules and orders adopted by the Public Utilities Commission of Ohio pursuant to Title 49, Ohio Revised Code.
- (5) Applicant will cooperate with the Public Utilities Commission of Ohio and its staff in the investigation of any consumer complaint regarding any service offered or provided by the applicant.
- (6) Applicant will comply with Section 4929.21, Ohio Revised Code, regarding consent to the jurisdiction of the Ohio courts and the service of process.
- (7) Applicant will inform the Public Utilities Commission of Ohio of any material change to the information supplied in the certification or certification renewal application within 30 days of such material change, including any change in contact person for regulatory or emergency purposes or contact person for Staff use in investigating customer complaints.
- (8) Affiant further sayeth naught.

Affiant Signature & Title  MARK R. MCTRUSTY VILLAGE MANAGER

Sworn and subscribed before me this 18 day of JANUARY Month 2022 Year


Signature of Official Administering Oath

William C. Ludwig Notary
Print Name and Title

My commission expires on October 19 2026



WILLIAM C LUDWIG
Notary Public
State of Ohio
My Comm. Expires
October 19, 2026

**This foregoing document was electronically filed with the Public Utilities
Commission of Ohio Docketing Information System on
3/30/2022 4:00:44 PM**

in

Case No(s). 04-0233-GA-GAG

Summary: In the Matter of the Application of Village of East Palestine