

FILE

39



1111 SCHROCK ROAD, SUITE 100
COLUMBUS, OHIO 43229
PHONE: 640•540•1111
FAX: 614•540•1113

RECEIVED-DOCKETING DIV

2011 MAY 11 PM 2:56

PUCO

May 10, 2011

Mrs. Betty McCauley
Acting Secretary
The Public Utilities Commission of Ohio
180 East Broad Street
13th Floor
Columbus, OH 43266-0573

Re: *In the Matter of the Application of the
City of Cuyahoga Falls, for
Re-Certification as a Governmental Aggregator
Case No. 03-1306-GA-GAG*

Dear Mrs. McCauley:

Enclosed please find the backup material pertaining to the City of Cuyahoga Falls' previously submitted **RE-CERTIFICATION APPLICATION FOR GOVERNMENTAL AGGREGATORS**. We have enclosed ten copies, which includes all exhibits associated with the City's application.

The material provided includes the following:

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

Should you have any questions or need additional information, please contact me via email at tleadh@amppartners.org or telephone at 614-540-1111.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read 'Terry A. Leach', is written over the typed name.

Terry A. Leach
Vice President Risk Management & AMPO, Inc.

Enclosures

This is to certify that the images appearing are an
accurate and complete reproduction of a case file
document delivered in the regular course of business
Technician JMM Date Processed May 11 2011

MAY 11 2011

FILE



City of Cuyahoga Falls

Office of the Service Director

2310 Second Street

Cuyahoga Falls, Ohio 44221-2583

Phone: (330) 971-8240

Fax: (330) 971-5696

Valerie Wax Carr

Director of Public Service

Email: carrvw@cityofcf.com

Lori A. Visner

Deputy Director of Public Service

Email: visnerla@cityofcf.com

April 28, 2011

Mrs. Betty McCauley
Acting Secretary
The Public Utilities Commission of Ohio
180 East Broad Street
Columbus, OH 43266-0573

Re: *In the Matter of the Application of the
City of Cuyahoga Falls, for
Re-Certification as a Governmental Aggregator
Case No. 03-1306-GA-GAG*

Dear Mrs. McCauley:

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

The material provided includes the following:

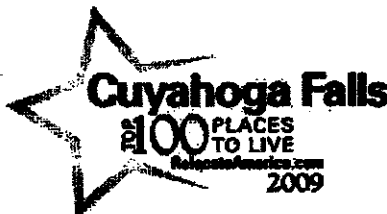
- 1) Authorizing ordinance reflecting voter authorization;
- 2) Plan of Operation and Governance;
- 3) Copy of Automatic Aggregation Disclosures;
- 4) Copy of Opt-out Notification;
- 5) Experience statement

Should you have any questions or need additional information, please contact our aggregation program manager, Terry Leach of AMPO, Inc., at tleach@amppartners.org.

Respectfully submitted,

Valerie Wax Carr

Director of Public Service



Website: www.cityofcf.com

Email: service@cityofcf.com

PUCO

2011 MAY -4 AM 11:20

RECEIVED-DOCKETING DIV

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business. Technician 5-4-11 Date Processed



The Public Utilities Commission of Ohio

RENEWAL CERTIFICATION FILING INSTRUCTIONS OHIO NATURAL GAS GOVERNMENTAL AGGREGATORS

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

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

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

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

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

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

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

VIII. *Questions regarding filing procedures should be directed to:*

Edith Binford at (614) 466-4821 or Edith.Binford@pac.state.oh.us

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



Date Received	Renewal Certification Number	ORIGINAL GAG Case Number
		03 - 1306 - GA-GAG

RENEWAL CERTIFICATION APPLICATION OHIO NATURAL GAS GOVERNMENTAL AGGREGATORS

Please type or print all required information. Identify all attachments with an exhibit label and title (*Example: Exhibit B-1 - Authorizing Ordinance*). All attachments should bear the legal name of the Applicant. Applicants should file completed applications and all related correspondence with the Public Utilities Commission of Ohio, Docketing Division, 13th Floor, 180 East Broad Street, Columbus, Ohio 43215-3793.

This PDF form is designed so that you may directly input information onto the form. You may also download the form by saving it to your local disk.

SECTION A - APPLICANT INFORMATION

A-1 Renewal Applicant information:

Legal Name City of Cuyahoga Falls
Address 2310 Second Street, Cuyahoga Falls, Ohio 44221-2538
Telephone No. 330-971-8240 Web site address www.cityofcuf.com
Current PUCO Certificate Number 03-054G (4) Effective Dates July 6, 2009 through July 6, 2011

A-2 Contact person for regulatory or emergency matters:

Name Valerie Wax Carr Title Director of Public Service
Business Address 2310 Second Street, Cuyahoga Falls, Ohio 44221-2538
Telephone No. 330-971-8240 Fax No. 330-971-8168 Email Address carrvw@cityofcuf.com

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

Name Valerie Wax Carr Title Director of Public Service
Business address 2310 Second Street, Cuyahoga Falls, Ohio 44221-2538
Telephone No. 330-971-8240 Fax No. 330-971-8168 Email Address carrvw@cityofcuf.com

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

Customer service address 2310 Second Street, Cuyahoga Falls, Ohio 44221-2538
Toll-Free Telephone No. 330-971-8240 Fax No. 330-971-8168 Email Address carrvw@cityofcuf.com

SECTION B - APPLICANT AUTHORITY AND AGGREGATION PROGRAM INFORMATION

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED

- B-1 **Exhibit B-1 "Authorizing Ordinance,"** provide a copy of the adopted ordinance or resolution that reflects voter authorization to form a governmental aggregation program pursuant to Sections 4929.26 and 4929.27 of the Ohio Revised Code.
- B-2 **Exhibit B-2 "Operation and Governance Plan,"** provide a copy of the applicant's plan for operation and governance of its aggregation program adopted pursuant to Sections 4929.26(C) or 4929.27(B) of the Revised Code. The Operation and Governance Plan should include all information pursuant to Rule 4901:1-28-03 of the Ohio Administrative Code.
- B-3 **Exhibit B-3 "Automatic Aggregation Disclosure Notification,"** if the aggregation program provides for automatic aggregation in accordance with Section 4929.26(A) of the Revised Code, provide a copy of the disclosure notification required by Section 4929.26(D) of the Revised Code,
- B-4 **Exhibit B-4 "Opt-Out Notice,"** provide a draft copy of the applicant's opt out notice that comports with the Opt-Out disclosure requirements pursuant to Rule 4901:1-28-04 of the Ohio Administrative Code. *(Ten days prior to public dissemination, the applicant shall docket with the Commission, the finalized Opt-Out notice that provides or offers natural gas aggregation service.)*
- B-5 **Exhibit B-5 "Experience,"** provide a detailed description of the applicant's experience and plan for: providing aggregation services *(including contracting with consultants, broker/aggregators, retail natural gas suppliers)*; providing billing statements; responding to customer inquiries and complaints; and complying with all applicable provisions of Commission rules adopted pursuant to Section 4929.22 of the Ohio Revised Code and contained in Chapter 4901:1-29 of the Ohio Administrative Code.

Applicant Signature and Title

Valerie W Carr
Valerie Wax Carr, Director of Public Service

Sworn and subscribed before me this

29th

day of

April

Month

2011

Year

Erin C. Schaad

Signature of official administering oath

ERIN C. SCHAAD, ADMIN. SPEC.

Print Name and Title

Notary

My commission expires on

10/6/2013



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 Cuyahoga Falls)

for a Certificate or Renewal Certificate to Provide)

Natural Gas Governmental Aggregation Service in)
Ohio.

Case No. 03-1306 -GA-GAG

County of Summit

State of Ohio

Valerie Wax Carr, Director of Public Service [Affiant], being duly sworn/affirmed, hereby states that:

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

Affiant Signature & Title

Valerie Wax Carr, Director of Public Service

Sworn and subscribed before me this 29th day of April Month 2011 Year

Signature of Official Administering Oath

Print Name and Title

My commission expires on

10/6/2013

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

EXHIBIT B-1

AUTHORIZING ORDINANCE

2
3
4
5 CITY OF CUYAHOGA FALLS, OHIO

6
7 ORDINANCE

104 - 2002

8
9 AN ORDINANCE TO FACILITATE COMPETITIVE RETAIL
10 NATURAL GAS SERVICE TO PROMOTE NATURAL GAS
11 SAVINGS, LOWER COST NATURAL GAS SUPPLIES AND
12 OTHER BENEFITS FOR CERTAIN NATURAL GAS
13 CONSUMERS, AUTHORIZING ALL ACTIONS NECESSARY
14 TO EFFECT AN OPT-OUT NATURAL GAS AGGREGATION
15 PROGRAM PURSUANT TO SECTION 4929.26 OF THE
16 OHIO REVISED CODE AND ARTICLE XVIII SECTION 4 OF
17 THE OHIO CONSTITUTION; DIRECTING THE SUMMIT
18 COUNTY BOARD OF ELECTIONS TO SUBMIT A BALLOT
19 QUESTION TO THE ELECTORS; AUTHORIZING AN
20 AGREEMENT WITH AMERICAN MUNICIPAL POWER-
21 OHIO (AMP-OHIO) FOR SUCH PURPOSES; AND
22 DECLARING AN EMERGENCY.

23
24 Whereas, Article XVIII Section 4 of the Ohio Constitution grants the City of
25 Cuyahoga Falls (the "City") certain authority related to utility service; and

26
27 Whereas, pursuant to Chapter 4929 of the Ohio Revised Code, to facilitate
28 competitive retail natural gas service to promote natural gas savings, lower cost natural
29 gas supplies, and other benefits, certain governmental entities may aggregate certain
30 natural gas consumers within their jurisdiction; and

31
32 Whereas, pursuant to Section 4929.26, Revised Code, the City is authorized to
33 establish an opt-out natural gas aggregation program ("Gas Aggregation") for the benefit
34 of certain natural gas consumers within the City so that the consumers may realize
35 lower cost natural gas supplies and other benefits from the aggregation and collective
36 purchasing of natural gas supplies; and

37
38 Whereas, Gas Aggregation provides an opportunity for natural gas consumers
39 collectively to realize natural gas savings, lower cost natural gas supplies, and other
40 benefits that the consumers may not otherwise be able to realize individually; and

41
42 Whereas, the City desires to submit to the electors of the City the question of
43 whether the City should create a Gas Aggregation program to facilitate competitive retail
44 natural gas service to promote natural gas savings, lower cost natural gas supplies, and
45 other benefits in accordance with Section 4929.26, Revised Code; and

46
47 Whereas, this Ordinance constitutes an emergency measure providing for the
48 immediate preservation of the public peace, property, health, or safety, in that
49 opportunities to coordinate aggregation activities with certain suppliers of natural gas
50 may become limited; and

51
52 Whereas, the City has adopted this Ordinance pursuant to the authority conferred
53 by Article XVIII Section 4 of the Ohio Constitution and Section 4929.26, Revised Code;
54 and
55

of Elections not later than seventy-five (75) days prior to November 5, 2002. The Gas Aggregation program shall not take effect unless approved by a majority of the electors voting upon the proposed ballot question at the election held in accordance with this Ordinance and Sections 4929.26, Revised Code. Upon approval, the Gas Aggregation shall take effect at the earliest permissible point in time and continue thereafter in accordance with Section 4929.26, Revised Code, and other requirements of Chapter 4929, Revised Code.

Section 5. That upon approval by a majority of the electors voting at the election provided for in this Ordinance, the City shall develop and adopt a Plan of operations and governance for the Gas Aggregation program. Consumers enrolled in the Gas Aggregation program shall be supplied their natural gas requirements and other services in accordance with supply agreement(s) determined and arranged by the City, as opportunities become available to provide benefits on behalf of the natural gas consumers enrolled in the Gas Aggregation program and the consumers located within the jurisdiction of the City. The City shall be authorized by the electors to be the only entity authorized to act for and on behalf of the natural gas consumers that have enrolled in the Gas Aggregation program to determine and select the natural gas supplier(s) to provide the commodity and all other services for the Gas Aggregation program and the enrolled consumers. Before adopting such Plan, at least two public hearings on the Plan shall be held. Before the first hearing, notice of the first hearing shall be published once a week for two consecutive weeks in a newspaper of general circulation in the City. The notice shall summarize the Plan and state the date, time, and location of each hearing.

Section 6. That the adopted Plan shall not aggregate any retail natural gas load within the City, unless the person whose retail natural gas load is to be so aggregated is notified in advance that the person will be enrolled automatically in the Gas Aggregation program and shall remain so enrolled, unless the person affirmatively elects not to be so enrolled by a stated procedure. The disclosure shall state the rates, charges, and other terms and conditions of the enrollment. Once enrolled the consumer may only opt-out of the Gas Aggregation program every two years without paying a switching fee. Any such person that opts-out of the Gas Aggregation program shall default to the natural gas company providing distribution service for the person's retail natural gas load, until the person chooses an alternative supplier.

Section 7. That the Summit County Board of Elections shall cause an appropriate notice to be duly given of the election to be held on November 5, 2002 on the foregoing proposal and otherwise to provide for such election in the manner provided by the laws of the State of Ohio.

Section 8. That the Clerk is hereby authorized to cause the full text of this Ordinance to be published once a week for two consecutive weeks in a newspaper of general circulation published in the City, with the first publication to be made at least fifteen days prior to the election to held on November 5, 2002, as provided in Article XVIII, Section 9 of the Ohio Constitution and Section 731.211, Revised Code.

Section 9. This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in those formal action were in compliance with the Law.

Section 10. That this Ordinance is hereby declared to be an emergency measure, and provided it receives the affirmative vote of two-thirds of all the members elected to Council, it shall take effect and be in force immediately and continuing thereafter upon

2
3 CITY OF CUYAHOGA FALLS, OHIO4
5 ORDINANCE NO. 64 - 20036
7 AN ORDINANCE TO APPROVE THE PLAN OF OPERATION
8 AND GOVERNANCE FOR THE CITY OF CUYAHOGA
9 FALLS NATURAL GAS AGGREGATION PROGRAM AND
10 DECLARING AN EMERGENCY.
1112 WHEREAS, pursuant to Chapter 4929 of the Ohio Revised Code, to facilitate
13 competitive retail natural gas service to promote natural gas savings, lower cost natural
14 gas supplies, and other benefits, certain governmental entities may aggregate certain
15 natural gas consumers within their jurisdiction; and
1617 WHEREAS, on November 5, 2002, the electors of the City approved of the City's plan
18 to create an aggregation program for customers located within the boundaries of the
19 City; and
2021 WHEREAS, Revised Code 4929.26(C) requires a governmental entity interested in
22 the automatic registration of customers under governmental aggregation, subject to
23 customer rights to "opt-out" of such an aggregation, to adopt a plan of operation and
24 governance for its aggregation program; and
2526 WHEREAS, this ordinance constitutes an emergency measure providing for the
27 immediate preservation of the public peace, property, health or safety in that
28 opportunities to coordinate aggregation activities with certain suppliers of natural gas
29 services may become limited.
3031 NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Cuyahoga Falls,
32 County of Summit and State of Ohio:
3334 Section 1. That this Council hereby adopts the City of Cuyahoga Falls Plan of
35 Operation and Governance, in substantial conformity to the attached Exhibit A, for the
36 implementation and administration of the City's municipal gas aggregation program in
37 accordance with Revised Code 4929.26(C).
3839 Section 2. That any other ordinances and resolutions or portions of ordinances and
40 resolutions inconsistent herewith be and the same are hereby repealed, but any
41 ordinances and resolutions or portions of ordinances and resolutions not inconsistent
42 herewith and which have not previously been repealed are hereby ratified and
43 confirmed.
4445 Section 3. That it is found and determined that all formal actions of this Council
46 concerning and relating to the adoption of this ordinance were adopted in an open
47 meeting of this Council and that all deliberations of this Council and of any of its
48 Committees that resulted in such formal action were in meetings open to the public in
49 compliance with all legal requirements including, to the extent applicable, Section
50 121.22 of the Ohio Revised Code.
5152 Section 4. That this ordinance is hereby declared to be an emergency measure
53 necessary for the preservation of the public peace, health, safety, convenience and
54 welfare of the City of Cuyahoga Falls and the inhabitants thereof, and provided it
55 receives the affirmative vote of two thirds of the members elected or appointed to

56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73

Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise it shall take effect and be in force at the earliest period allowed by law.

Passed: April 14, 2003

Kenny Hummel
President of Council

Cochran J. Beebe
Clerk of Council

Approved: 4/15/03

D. Robert
Mayor

3/24/03
O:\2003 ordinances\gas aggregation ordinance.doc

EXHIBIT B-2

**OPERATION AND GOVERNANCE
PLAN**

CITY OF CUYAHOGA FALLS

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

ADOPTED BY CITY COUNCIL
(April 15, 2003)

Overview

At the November 5, 2002 general election, local residents authorized the City of Cuyahoga Falls (the City) to create a municipal opt-out natural gas aggregation program (the Aggregation Program) in compliance with Section 4929.26 of the Ohio Revised Code. Under the opt-out natural gas aggregation program, all eligible natural gas consumers within the City's corporation limits will be automatically included in the Aggregation Program initially. However, all consumers will also be given the opportunity to opt-out or decline participation in the Aggregation Program as detailed herein.

The City's purpose in creating the Aggregation Program is to represent local consumer interests in emerging competitive natural gas markets by aggregating natural gas loads within the City's corporation limits (including municipal facilities) and negotiating affordable, reliable natural gas supplies and other related services on behalf of local consumers. The City may pursue this purpose individually or in cooperation with other entities.

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

1. Description of Services

The Aggregation Program is designed to reduce the amount a consumer pays for natural gas energy, and to gain other favorable economic and non-economic terms in service contracts. The City will not buy and resell natural gas, but will represent collective consumer interests to set terms and conditions for service. Through a negotiation process, the City will develop a contract with a Competitive Retail Natural Gas Services Provider (CRNGS Provider) or Providers for firm all-requirements natural gas service. Once the contract has been finalized, it will be submitted to the Cuyahoga Falls City Council for approval.

The Aggregation Program covers the natural gas supply portion only of a participant's natural gas bill. Dominion East Ohio (DEO) will continue to deliver natural gas to Aggregation Program participants' homes and businesses through its natural gas distribution system as a monopoly function regulated by the Public Utilities Commission of Ohio (PUCO). DEO will also continue to install, operate and maintain its system of pipelines, Rights of Way, meters and other natural gas distribution components.

Aggregation Program participants should continue to call DEO if their natural gas is interrupted or if they have billing questions. The PUCO will continue to oversee DEO natural gas safety and reliability service standards.

Oversight of the Aggregation Program will be the responsibility of the Director of Public Service, who shall report to the Mayor. The Director of Public Service, subject to City Council approval, will have the authority to develop specifications for the Aggregation Program, to appoint an Aggregation Program Manager, and to select, hire and manage the CRNGS Provider. The CRNGS Provider and the Aggregation Program Manager will work under the direction of the Director of Public Service with the advice and counsel of the City Attorney.

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

The City deems any and all information related to an eligible customer to be confidential and proprietary trade secret information. The CRNGS Provider shall keep all eligible customer information provided to it by the City or DEO in supplying eligible customers within the City's corporation limit confidential and shall not disclose such information to any third party, unless such disclosure is required to serve any eligible customer, the third party agrees to keep such eligible customer information confidential, and the City consents to the disclosure of such information to the third party.

The City will require any CRNGS Provider to disclose any subcontractors that it uses in fulfillment of the services described herein.

The CRNGS Provider will provide a local or toll free telephone number for participant questions and concerns about enrollment, opt-out provisions, billing and other Aggregation Program issues.

The CRNGS Provider will develop internal controls and processes to help ensure that the City remains in good standing as a governmental aggregator that complies with all laws, rules and regulations regarding the same as they may be periodically amended.

Natural gas service reliability is an essential to Aggregation Program participants. The City will strive to provide high-quality service and reliability through provisions of the CRNGS Provider contract, through traditional proceedings related to DEO 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 a CRNGS Provider fails to provide uninterrupted service, the City will attempt to acquire an alternative natural gas supply. If this attempt fails, participants will default to DEO established tariff rates. In no case will participants be without natural gas as the result of the CRNGS Provider's failure to provide uninterrupted service. The City will seek to minimize this risk by contracting only with reputable CRNGS Providers that demonstrate reliable service. The City also intends to include conditions in its CRNGS Provider contract that will indemnify participants against risks or problems with natural gas supply service and price.

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

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

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

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

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

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

The Cuyahoga Falls City Council shall approve through resolution or ordinance the Aggregation Program's Plan of Operation and Governance in accordance with Ohio Revised Code Section 4929.26. Amendments to the Plan of Operation and Governance may be subject to Cuyahoga Falls City Council approval and filing with the PUCO.

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

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

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

2. Determination of Rates

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

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

The City will contract only with a CRNGS Provider or Providers that meet at a minimum the following criteria:

1. Certified CRNGS Provider by the PUCO
2. Registered with DEO
3. Have a service agreement under DEO Gas Transportation Service Tariff
4. Successfully completed Electronic Data Interchange (EDI) computer system testing with DEO and that CRNGS Provider's EDI computer system is capable of effectively processing Aggregation Program EDI transactions in a timely manner
5. Meet standards of creditworthiness established by the City
6. Have a customer call center capable of effectively handling participants' questions, concerns and disputes in a timely manner using a toll-free telephone number
7. Hold the City harmless from any financial obligations arising from offering natural gas and/or energy-related services to Aggregation Program participants

The CRNGS Provider's contract will run for a fixed term (i.e., one to five years) and contain all pricing, charges, early termination fees, etc. in clear and easily understood terms, and it will include a sales tax instead of a gross receipts tax.

The CRNGS Provider's rates will include an administrative fee, which shall (if implemented) be collected on behalf of the City to fund the implementation and administration of the City's Aggregation Program. The administrative fee will be adjusted annually to cover the City's cost of administering the program. The fee will be reviewed annually to ensure that the amounts collected do not exceed the cost of administering the aggregation program.

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

3. Plan for Providing Opt-out Notice

Initially, each eligible consumer within the City's corporation limits will be automatically included in the Aggregation Program. However, prior to actual enrollment, each consumer will receive a notice from the City detailing the Aggregation Program's rates, terms and conditions.

Each consumer will then have a 21-day period to opt-out of or decline to participate in the Aggregation Program without charge. Consumers opting out of the program will remain on Dominion East Ohio's (DEO) established tariff rates until such time as they select an approved CRNGS Provider. A similar opt-out period will be offered every two years during which time consumers can leave the Aggregation Program without paying an early termination fee.

4. Process for Determining the Pool of Customers

After contract approval by the Cuyahoga Falls City Council, the CRNGS Provider will work with the City and DEO to identify all eligible consumers within the City's corporation limits.

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

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

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

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

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

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

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

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

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

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

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

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

5. Customer Billing Procedures

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

6. Credit and Deposit Policies

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

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

The Aggregation Program only impacts the source of natural gas supply. DEO will continue to deliver the natural gas purchased through the Aggregation Program to participants' homes and businesses through its natural gas distribution system. Participants with question or concerns regarding service delivery or safety, such as a natural gas outage or odor of gas should continue to contact DEO at 877-542-2630. Meter reading or other billing questions should also be directed to DEO at 800 362-7557. Questions regarding Aggregation Program enrollment or opting out should be directed to the CRNGS Provider. General questions and concerns should be directed to Director of Public Service, City of Cuyahoga Falls. Disputes unresolved by the aforementioned parties, should be directed to either the Ohio Consumer's Counsel or the Public Utilities Commission of Ohio. The following table gives toll-free telephone numbers for use by consumers.

Question or Concern	contact	Telephone Number
Natural gas outage or interruption	DEO	877-542-2630
Turn natural gas on or off	DEO	800-362-7557
Meter reading/billing	DEO	800-362-7557
To enroll in or opt-out of the Aggregation Program	CRNS Provider – Interstate Gas Supply Hours: Mon – Fri: 8:00 AM – 5:00 PM	800 280-4474
Aggregation Program Questions or concerns	Director of Public Service, City of Cuyahoga Falls	330 971-8240
Unresolved disputes (residential customers)	Ohio Consumer's Counsel	877-742-5622 occ@occ.state.oh.us
Unresolved disputes (all customers)	Public Utilities Commission of Ohio	(800)-686-7826 (voice) (800)-686-1570 (TDD)

8. Members Moving Into/Within the Aggregation (New Account Number)

Consumers who move into the City after the initial opt-out period will be not be automatically included in the Program, but will be afforded an opportunity to enroll. However, the City cannot guarantee that the rates, terms and conditions to consumers enrolling in the Aggregation Program after the initial 21-day opt-out period will match those of the initial enrollees.

The same rule will apply to participants who move within the City after the initial opt-out period, if they are given a new account number by DEO. That is, they will not be automatically include in the Program, but will be given an opportunity to re-enroll under a new set of rates, terms and conditions.

9. Members Moving Within the Aggregation (Same Account Number)

Participants who relocate within the City limits and retain the same DEO account number, will be allowed to continue in the Aggregation Program at their new location under the same terms and conditions as at their former location, subject to any switching fees imposed by DEO.

10. Joining the Program at a Later Date (Opting-In)

Residents of the City who initially choose to opt-out of the Program, for whatever reason, and wish to enroll at a later date, will be treated the same as a new resident. That is, they will not automatically become part of the existing program, but will be given an opportunity to enroll. However, the City cannot guarantee that rates, terms and conditions to consumers enrolling in the Aggregation Program after the initial 21-day opt-out period will match those of the initial enrollees.

DEFINITIONS

Aggregation

Combining the natural gas loads of multiple customers for the purposes of supplying or arranging for the supply of competitive retail natural gas service to those customers.

Aggregation Program Manager

The person or entity designated by the City to oversee the operation and management of the City of Cuyahoga Falls's Municipal Natural Gas Aggregation Program.

Competitive Retail Natural Gas Service (CRNGS)

A component of retail natural gas service deemed competitive under the Ohio Revised Code or pursuant to an order of the PUCO. This includes but is not limited to the services provided by competitive retail natural gas service providers, natural gas marketers, aggregators and governmental aggregators.

Competitive Retail Natural Gas Service Provider (CRNGS Provider)

A person or entity certified by the PUCO and registered with DEO who supplies or offers to supply a competitive retail natural gas service over the DEO natural gas distribution system. This term does not apply to DEO in its provision of standard offer natural gas service.

Consumer

Any person or entity that is an end user of natural gas and is connected to any part of DEO natural gas distribution system within the City of Cuyahoga Falls's corporation limits.

Delivery Charge

Charge imposed by DEO for delivering natural gas to a consumer's home or business. The charge includes meter reading, billing, transition costs, maintaining natural gas system reliability and responding during emergencies and outages (also called the distribution charge).

Distribution

Delivery of natural gas to a home or business through DEO owned pipelines, meters and other equipment. DEO distribution system operations will remain regulated by the PUCO.

Governmental Aggregator

An incorporated village or city, township or county acting as an aggregator for the provision of a CRNGS under authority conferred under Section 4929.26 of the Ohio Revised Code.

Mercantile Customer

A customer that consumes, other than for residential use, more than five hundred thousand cubic feet of natural gas per year at a single location within the state; or a customer that has three or more location within the state that consume natural gas, other than for residential use.

Natural Gas Related Service

Service directly related to the consumption of natural gas at a consumer's home or business. This may include, but is not limited to, the installation of metering, remote reading indices, regulation; the maintenance, repair or replacement of appliances and other energy-consuming devices at a consumer's premises, and the provision of energy consumption measurement and billing services.

Natural gas Supply Charge

All charges related to the acquisition of natural gas by the CRNGS Provider, and its delivery to the City's distribution system.

Ohio Consumers' Counsel (OCC)

The Ohio Consumers' Counsel (OCC), established by the Ohio Legislature in 1976, represents the interests of Ohio's four million residential utility customers served by investor-owned utilities in proceedings before the PUCO, other regulatory agencies and in the courts. The OCC also educates consumers about utility issues and resolves complaints individuals have with investor-owned utility companies.

Participant

A consumer enrolled in the City of Cuyahoga Falls's Municipal Natural gas Aggregation Program.

Public Utilities Commission of Ohio (PUCO)

The state agency charged with assuring all consumers (residential commercial and industrial) served by investor-owned utilities have access to adequate, safe, and reliable utility services at fair prices. The PUCO regulates a wide variety of investor-owned utilities, including natural gas, electricity, pipeline, heating/cooling, local telephone, long distance telephone, waterworks, wastewater, railroad, household goods carriers, water transportation, hazardous materials carriers, and commercial transportation carriers.

EXHIBIT B-3

**AUTOMATIC AGGREGATION
DISCLOSURE**

EXHIBIT B-4

OPT-OUT NOTICE



Don L. Robart
 [First] [Middle] [Last]
 [Mail Address 1]
 [Mail City], [Mail State] [Mail Zip]



Direct Energy

IMPORTANT INFORMATION
 From the City of Cuyahoga Falls & Direct Energy
 regarding your Natural Gas Supply Service.

Premise Address: [Premise Address]
 Account Number: <Account Number>



SAMPLE

Dear [First] [Last]:

The City of Cuyahoga Falls selects Direct Energy as its preferred natural gas supplier.
The Program offers the stable rate of \$10.463 per Mcf and a senior citizen discount!

We are pleased to announce that the City of Cuyahoga Falls is providing another opportunity to residential and small commercial customers to join the Natural Gas Aggregation Program.¹ Under this arrangement, Direct Energy will continue to be the preferred natural gas supplier and provide the City of Cuyahoga Falls' citizens with an exclusive offer for the remainder of the arrangement. Direct Energy will provide the stable rate of \$10.463 per Mcf for the period of November 2008 through April 2009 which is your December 2008 through your May 2009 billing cycles.

Since you are not currently a member of the City of Cuyahoga Falls' Natural Gas Aggregation Program, this is your chance to be enrolled. You will be automatically enrolled in the City of Cuyahoga Falls' Natural Gas Aggregation Program unless you choose NOT to participate by "Opting-Out" by November 1, 2008. The eligibility requirements for this exclusive offer are outlined below. If you do NOT wish to participate in this program, you must "Opt-Out" by using the instructions on the reverse side of this letter.

The City of Cuyahoga Falls' Natural Gas Aggregation Program is a Smart Choice:

- **It's Easy to Participate.** You don't have to do anything to enroll. All eligible citizens will be automatically enrolled in the program unless you choose to "Opt-Out." Your local utility will continue to send your monthly natural gas bill and you will continue to remit one payment to the local utility for their charges and Direct Energy's charges. Also your local utility will still provide service for any emergency or maintenance issues.
- **You'll Receive a Stable Rate.** The City of Cuyahoga Falls has ensured that you will receive a natural gas commodity rate of \$10.463 per Mcf for starting with your December 2008 billing cycle and running through your May 2009 billing cycle. Prior to your May 2009 billing cycle, you will receive written notification regarding a new rate and term.
- **Exclusive Offer for Senior Citizens.** The City of Cuyahoga Falls has negotiated a discount of \$0.10 per Mcf off the commodity rate for Senior Citizens 65 and older who are the primary owners of their residence. This special rate is available to eligible seniors by calling Direct Energy at 1-866-760-6040.

Again, you will be automatically enrolled in the City of Cuyahoga Falls' Natural Gas Aggregation Program unless you choose NOT to participate by "Opting-Out". If you do NOT wish to participate in this program, you must "Opt-Out" by calling Direct Energy at 1-800-760-6040 or by completing the "Opt-Out" Election Form below and returning it to Direct Energy by November 1, 2008. The "Opt-Out" Election Form must be returned at least 21 days from the post-

¹By affirmative vote of the City of Cuyahoga Falls, on April 14, 2003 passed Ordinance No. 104-2002 which proposed the aggregation of natural gas customers. The voters approved a ballot issue on April 14, 2003 for the City of Cuyahoga Falls to act as an Aggregator (purchasing agent) and enter into an agreement with a natural gas supplier or other natural gas aggregator on behalf of all of the residents of City the City of Cuyahoga Falls for the supply of natural gas, such aggregation to occur automatically except where any resident elects to opt-out, all in accordance with Ohio law, Ordinance No. 104-2002 and the ballot issue. As part of being a Government Aggregator, the City of Cuyahoga Falls is certified by the Public Utilities Commission of Ohio and operates under the Rules for Competitive Retail Natural Gas Service, pursuant to Chapter 4901:1-28-04 of the Ohio Revised Code ("ORC").

²Direct Energy's rate excludes the utility charges and taxes.

³Service is subject to enrollment processing timelines as determined by your local utility and Direct Energy Terms and Conditions of Service. To be eligible to participate in the Natural Gas Aggregation Program, you must have a residence or business located in the City of Cuyahoga Falls, be eligible to receive natural gas from Dominion East Ohio (DEO), meet Ohio non-mercantile requirements, be current with your natural gas payments, and not be enrolled in the PIPP program. If you believe you received this letter in error, please contact Direct Energy's call center immediately to ensure that you are not automatically enrolled in the City of Cuyahoga Falls' Natural Gas Aggregation Program.

SAMPLE

mark date of this letter. If you "Opt-Out" of the Natural Gas Aggregation Program, your natural gas service will continue to be distributed by your local utility.

You will find additional details of the City of Cuyahoga Falls' Natural Gas Aggregation Program in the Frequently Asked Questions and Terms and Conditions within this mailer. Please read them carefully. If you have additional questions about this offer, please contact Direct Energy at 1-866-760-6040, Monday through Friday from 8:00 a.m. to 8:00 p.m. EST and Saturday from 8:00 a.m. to 5:00 p.m. EST (contact center hours subject to change without notice). You may also visit our web site at www.directenergy.com.

Respectfully,

The City of Cuyahoga Falls and Direct Energy

The City of Cuyahoga Falls' Natural Gas Aggregation Opt-Out Election Form

I elect NOT to participate in the City of Cuyahoga Falls' Natural Gas Aggregation Program with Direct Energy.

Account Holder's Name: (Print) _____

Date: _____

Account Number: < Account Number >

Service Address: _____

City: _____ State: OH Zip Code: _____

Telephone Number: (_____) _____ - _____

Account Holder's Signature: _____

This form must be post-marked no later than 21 days from the post-mark date on the notification letter for your Opt-Out to be effective.

IMPORTANT NOTICE: By returning this signed form, I affirmatively elect NOT to participate in the City of Cuyahoga Falls' Natural Gas Aggregation Program. By electing not to participate, I understand from the accompanying materials that I will forego the benefits of this program. I understand that if I choose to "Opt-Out" of the City of Cuyahoga Falls' Natural Gas Aggregation Program, I must complete this form and mail it to Direct Energy or call Direct Energy at 1-866-760-6040, to "Opt-Out" no later than 21 days from postmark on the notification letter accompanying this form. This form must be postmarked by the given date on this letter to be effective. If this form is not postmarked by this date or I do not call by the specified date, I understand that I will be automatically enrolled in the City of Cuyahoga Falls' Natural Gas Aggregation Program. I assume all responsibility to send the "Opt-Out" Election Form or to call Direct Energy. To "Opt-Out" by mail, please return the election form to: Direct Energy the City of Cuyahoga Falls Aggregation; PMS #51; 7385 North State Route 3; Westerville, Ohio 43082.

SAMPLE

The City of Cuyahoga Falls' and Direct Energy's Natural Gas Rate Aggregation Program
Residential and Commercial Terms and Conditions of Agreement
And Appointment of Limited Agent
To: Direct Energy Services, LLC ("Direct Energy")

Term of Agreement. Subject to Direct Energy's acceptance of this Agreement and acceptance by my Natural Gas Utility ("NGU"), I hereby appoint Direct Energy as my exclusive limited agent and supplier for natural gas service. My service under this Agreement will begin on my meter reading date as determined by the NGU tariff and will continue through the May 2008 billing cycle ("Initial Term"). If my service is not accepted by the NGU for my December 2007 billing cycle, then my service will begin on the next applicable meter reading date once accepted. The Initial Term will be reduced for each month that I am not receiving service after the December 2008 billing cycle period. I will receive the rate applicable to participants of the City of Cuyahoga Falls' (Governmental Aggregator) Aggregation Program through my May 2008 billing cycle. My NGU will continue to deliver my natural gas, and provide billing and other services.

Pricing, Billing and Payment Terms. Under this Agreement, I will continue to pay distribution and transportation costs to my NGU. My Direct Energy stable rate for the period starting with my December 2007 billing cycle and running through my May 2008 billing cycle, will be \$10.463 per Mcf, plus applicable taxes and utility charges.

Senior Citizen Discount. Seniors may receive a rate that is \$0.10 per Mcf lower than the rate stated in Pricing, Billing and Payment Terms section of this Agreement. In order to receive the Senior Citizen Discount of \$0.10 per Mcf, I must call Direct Energy's Customer Service Contact Center at 1-888-566-9988, Monday through Friday 8:00 a.m. to 8:00 p.m. EST, and Saturday 8:00 a.m. to 5:00 p.m. EST (contact center hours subject to change without notice) to validate my status as a Senior Citizen and primary owner of the residence to receive retail natural gas service from Direct Energy. To confirm my status as a Senior Citizen for the purpose of this program, I must validate that I am at least 65 years old at the time of the call. Such discount will only be applied prospectively, and may take one or more billing cycles before it appears on my bill. Direct Energy is not liable for any lost savings due to my not requesting this discount in a timely fashion, or due to any delay between my request and it actually appearing on my bill.

Termination. My Agreement will terminate automatically without penalty if any of the following occurs: (a) The requested service location is not served by the incumbent natural gas company, (b) I move outside the incumbent natural gas company's service area, to an area not served by Direct Energy, or to an area outside the Governmental Aggregator, or (c) Direct Energy or the Governmental Aggregator returns my sales service to the NGU, provided Direct Energy is permitted to terminate under the terms and conditions of this Agreement. If I move within the Governmental Aggregator and wish to continue taking service from Direct Energy under this Agreement I must contact Direct Energy with my new service location account information in a timely fashion to transfer my service. I understand that processing the move will be subject to utility transaction processing timelines. Further, I understand that I am responsible for any switching fees imposed by my NGU. I understand that I have the right to terminate this Agreement without penalty in the event: (a) I relocate, or (b) this Agreement allows Direct Energy or the Governmental Aggregator such a right for reasons other than customer nonpayment.

Cancellation. My NGU will send me a written notice confirming my decision to enroll with Direct Energy. I understand that I may rescind my enrollment without penalty within seven (7) business days of the postmark on the NGU's confirmation letter by calling or writing to my NGU. I understand that I also have the right to cancel this Agreement after seven (7) business days without penalty or early termination fee by contacting Direct Energy verbally at 1-888-566-9988 or in writing at the address provided in the Direct Energy Contact Information section below. Such cancellation will not relieve me of my payment obligations to Direct Energy for service to the date of cancellation. If I intend to cancel this Agreement after the 7-day rescission period I agree to contact Direct Energy at 1-888-566-9988 prior to initiating cancellation.

Switching. If I change my Natural Gas Supplier, my NGU may apply a switching fee. If I return to my NGU after switching to a competitive supplier, I may be charged a rate other than the incumbent NGU's regulated commodity rate.

Assignment. This Agreement can be transferred or assigned by Direct Energy to another supplier upon 30 days written notice.

Privacy of Customer Information. Other than for operation, maintenance, assignment and transfer of my account, or collection purposes, my NGU account number shall not be released without my affirmative written or electronic authorization or pursuant to PUCO or court order. Other than for credit checking and credit reporting, my social security number (if given) shall not be disclosed without my affirmative written consent or pursuant to a court order.

Renewal. If applicable, upon completion of the Initial Term this Agreement may be renewed by the Governmental Aggregator. If this occurs, I will be notified of the renewal, receive a written notice of any proposed changes in the terms and conditions of this Agreement

SAMPLE

and have the ability to Opt-Out of this Agreement. If the Governmental Aggregator does not renew this Agreement, this Agreement shall terminate at the end of its term.

Warranty. This Agreement, as written, makes up my entire Agreement with Direct Energy. Direct Energy makes no representations or warranties other than those expressly set forth in these Terms and Conditions, and Direct Energy expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

Force Majeure. Direct Energy will make commercially reasonable efforts to provide gas service, but does not guarantee a continuous supply of natural gas. Certain causes and events out of the control of Direct Energy ("Force Majeure Events") may result in interruptions in service. Direct Energy will not be liable for any such interruptions caused by a Force Majeure Event. Direct Energy does not transmit or distribute natural gas. Therefore, I agree that Direct Energy is not and shall not be liable for damages caused by Force Majeure Events, including acts of God, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the local distribution utility system, non-performance by the NGU including but not limited to a facility outage on its gas distribution lines, changes in laws, rules, or regulations of any governmental authority (including but not limited to the PUCO), or any cause beyond Direct Energy's control.

The remedy in any claim or suit by me against Direct Energy will be limited to direct actual damages. By entering into this Agreement, I waive any right to any other remedy. In no event will either Direct Energy or I be liable for consequential, incidental, or punitive damages. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to this Agreement.

Direct Energy Contact Information. If I have a question about or disagree with the natural gas commodity portion of my bill, I may call Direct Energy's Customer Service Department at 1-888-566-9988, Monday through Friday 8:00 a.m. to 8:00 p.m. EST and Saturday 8:00 a.m. to 5:00 p.m. EST (contact center hours subject to change without notice). I may also write to Direct Energy at: PMB #51; 7385 North State Route 3; Westerville, OH 43082. The address for the Governmental Aggregator is The City of Cuyahoga Falls; 2310 Second Street; Cuyahoga Falls, OH 44221.

Dispute Resolution. If your complaint is not resolved after you have called Direct Energy, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll-free), or for TTY at 1-800-686-1570 (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 1-877-742-5622 (toll-free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.pickocc.org. Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-5622 (toll-free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.pickocc.org.

Emergency. In the event of an emergency such as a gas leak, please call your NGU at 1-877-542-2630.



Don L. Robart
[First] [Middle] [Last]
[Mailing address]
[Mailing City], [Mailing State] [Mailing Zip]



Direct Energy

IMPORTANT INFORMATION

From the City of Cuyahoga Falls and Direct Energy
regarding your Natural Gas Supply Service.

SAMPLE

Dear [First] [Middle] [Last]:

The City of Cuyahoga Falls endorses Direct Energy as its preferred natural gas supplier.
The Program offers the stable rate of \$10.40 per Mcf and a senior citizen discount!
Enroll now at 1-866-803-4618.

We are pleased to announce that the City of Cuyahoga Falls is providing another opportunity to residential and small commercial customers to join the City's Natural Gas Endorsement Program. Under this arrangement, Direct Energy will continue to be the City's preferred natural gas supplier. Direct Energy will provide the City of Cuyahoga Falls' citizens with an exclusive offer for the remainder of the arrangement from November 2008 which is your December 2008 billing cycle through April 2009 which is your May 2009 billing cycle.

Under the City of Cuyahoga Falls' Natural Gas Endorsement Program, eligible consumers may sign up to receive the stable rate of \$10.40 per Mcf¹ from November 2008 which is your December 2008 billing cycle through April 2009 which is your May 2009 billing cycle. The eligibility requirements for this exclusive offer are outlined below.² Please enroll by November 1, 2008, to enjoy this program.

The City of Cuyahoga Falls' Natural Gas Endorsement Program is a Smart Choice:

- **It's Easy to Participate.** Eligible customers who wish to enroll in The City of Cuyahoga Falls' Natural Gas Endorsement Program should contact Direct Energy's Customer Service Department at 1-866-803-4618. Hours of operation are Monday through Friday from 8:00 a.m. to 8:00 p.m. and Saturday from 8:00 a.m. to 5:00 p.m. EST (contact center hours subject to change without notice).
- **You'll Receive a Stable Rate.** The City of Cuyahoga Falls has ensured that you will receive a natural gas commodity rate of \$10.40 per Mcf through April 2009 which is your May 2009 billing cycle. There is no additional cost to enroll in this exclusive program with Direct Energy and service will run through April 2009 which is your May 2009 billing cycle. Prior to your May 2009 billing cycle, you will receive written notification regarding a new rate and term.
- **Exclusive Offer for Senior Citizens.** The City of Cuyahoga Falls has negotiated an additional discount of \$0.10 per Mcf off the stable commodity rate for Senior Citizens 65 and older who are the primary owners of their residence. This special rate is available to eligible seniors by calling Direct Energy's Customer Service Department at 1-866-803-4618.

¹ Direct Energy's rate excludes the utility charges and taxes.

² Service is subject to enrollment processing timelines as determined by your local utility and Direct Energy Terms and Conditions of Agreement. To be eligible to participate in the Natural Gas Endorsement Program, you must have a residence or business located in the City of Cuyahoga Falls, be eligible to receive natural gas from Dominion East Ohio (DEO), meet Ohio non-mercantile requirements, be current with your natural gas payments, and not be enrolled in the PIPP program. If you believe you received this letter in error as you are not located in the City of Cuyahoga Falls or served by DEO, please disregard this letter.

SAMPLE

Direct Energy will begin supplying your natural gas as early as your December ~~2009~~ billing cycle, or your next applicable meter reading date, depending upon when you start the program. Your local utility will continue to send your monthly natural gas bill and you will continue to remit one payment to the local utility for their charges and Direct Energy's charges. Also, your local utility will continue to provide service for any emergency and/or maintenance issues.

Direct Energy will work with the utility on your enrollment request and the utility will mail you an enrollment confirmation letter. There is no need to respond to the utility's enrollment confirmation letter if you wish to participate in this Natural Gas Endorsement Program.

If you have additional questions, please see the enclosed *Frequently Asked Questions* for more details. We hope you will take advantage of this exclusive offer!

Respectfully,

The City of Cuyahoga Falls and Direct Energy

The City of Cuyahoga Falls' and Direct Energy's Natural Gas Endorsement Program
Residential and Commercial Terms and Conditions of Agreement
And Appointment of Limited Agent
To: Direct Energy Services, LLC ("Direct Energy")

SAMPLE

Term of Agreement. Subject to Direct Energy's acceptance of this Agreement and acceptance by my Natural Gas Utility ("NGU"), I hereby appoint Direct Energy as my exclusive limited agent and supplier for natural gas service. My service under this Agreement may begin with the billing cycle as determined by my NGU tariff and will continue through the May 2009 billing cycle ("Initial Term"). If my service is not accepted by the NGU for my December 2008 billing cycle, then my service will begin on the next applicable meter reading date once accepted. The Initial Term will be reduced for each month that I am not receiving service after the December 2008 billing cycle period. My NGU will continue to deliver my natural gas, and provide billing and other services.

Pricing, Billing and Payment Terms. Under this Agreement, I will continue to pay distribution and transportation costs to my NGU. My Direct Energy Stable Rate for the period starting with my December 2008 billing cycle through my May 2009 billing cycle, will be \$10.463 per Mcf, plus applicable taxes and utility charges.

Senior Citizen Discount. Senior Citizens within this program may receive a rate that is \$0.10 per Mcf lower than the rate stated in Pricing, Billing and Payment Terms section of this Agreement. In order to receive the Senior Citizen Discount of \$0.10 per Mcf, I must call Direct Energy's Customer Service Department to validate my status as a Senior Citizen and primary owner of the residence to receive retail natural gas service from Direct Energy. To confirm my status as a Senior Citizen for the purpose of this program, I must validate that I am at least 65 years old at the time of the call. Such discount will only be applied prospectively, and may take one or more billing cycles before it appears on my bill. Direct Energy is not liable for any lost savings due to my not requesting this discount in a timely fashion, or due to any delay between my request and it actually appearing on my bill.

Termination. My Agreement will terminate automatically without penalty if any of the following occurs: (a) The requested service location is not served by the NGU, (b) I move outside the NGU's service area, to an area not served by Direct Energy, or to an area outside the Governmental Aggregator's boundaries, or (c) Direct Energy or the Governmental Aggregator returns my sales service to the NGU, provided Direct Energy is permitted to terminate under the terms and conditions of this Agreement. If I move within the Governmental Aggregator's boundaries and wish to continue taking service from Direct Energy under this Agreement I must contact Direct Energy with my new service location account information in a timely fashion to transfer my service. I understand that processing the move will be subject to utility transaction processing timelines. Further, I understand that I am responsible for any switching fees imposed by my NGU. I understand that I have the right to terminate this Agreement without penalty in the event: (a) I relocate, or (b) this Agreement allows Direct Energy or the Governmental Aggregator such a right for reasons other than customer nonpayment.

Cancellation. My NGU will send me a written notice confirming my decision to enroll with Direct Energy. I understand that I may rescind my enrollment without penalty within seven (7) business days of the postmark on the NGU's confirmation letter by calling or writing to my NGU. I understand that I also have the right to cancel this Agreement after seven (7) business days without penalty or early termination fee by contacting Direct Energy's Customer Service Department or in writing at the address provided in the Direct Energy Contact Information section below. Such cancellation will not relieve me of my payment obligations to Direct Energy for service to the date of cancellation. If I intend to cancel this Agreement after the 7-day rescission period I agree to contact Direct Energy's Customer Service Department prior to initiating cancellation.

Switching. If I change my natural gas supplier, my NGU may apply a switching fee. If I return to my NGU after switching to a natural gas supplier, I may be charged a rate other than the incumbent NGU's regulated commodity rate.

Assignment. This Agreement can be transferred or assigned by Direct Energy to another supplier upon 30 days written notice.

Privacy of Customer Information. Other than for operation, maintenance, assignment and transfer of my account, or collection purposes, my NGU account number shall not be released without my affirmative written or electronic authorization, or pursuant to court order or order of the Public Utilities Commission of Ohio ("PUCO"). Other than for credit checking and credit reporting, my Social Security number (if given) shall not be disclosed without my affirmative written consent or pursuant to a court order.

Renewal. Upon completion of the Initial Term, this Agreement will automatically renew on a month-to-month basis at the same terms unless Direct Energy sends me written notice in advance of the renewal date. Such written notice will be sent between 60 and 45 days or at such time periods as the PUCO shall prescribe, apprising me of any proposed changes in the terms and conditions of this Agreement and my right to renew, terminate or renegotiate this Agreement.

SAMPLE

Warranty. This Agreement, as written, makes up my entire Agreement with Direct Energy. Direct Energy makes no representations or warranties other than those expressly set forth in these Terms and Conditions, and Direct Energy expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

Force Majeure. Direct Energy will make commercially reasonable efforts to provide natural gas service, but does not guarantee a continuous supply of natural gas. Certain causes and events out of the control of Direct Energy ("Force Majeure Events") may result in interruptions in service. Direct Energy will not be liable for any such interruptions caused by a Force Majeure Event. Direct Energy does not transmit or distribute natural gas. Therefore, I agree that Direct Energy is not and shall not be liable for damages caused by Force Majeure Events, including acts of God, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the local distribution utility system, non-performance by the NGU including but not limited to a facility outage on its gas distribution lines, changes in laws, rules, or regulations of any governmental authority (including but not limited to the PUCO), or any cause beyond Direct Energy's control.

The remedy in any claim or suit by me against Direct Energy will be limited to direct actual damages. By entering into this Agreement, I waive any right to any other remedy. In no event will either Direct Energy or I be liable for consequential, incidental, or punitive damages. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to this Agreement.

Contact Information. If I have a question about or disagree with the natural gas commodity portion of my bill, I may call Direct Energy's Customer Service Department at 1-888-586-9988, Monday through Friday 8:00 a.m. to 8:00 p.m. EST and Saturday 8:00 a.m. to 5:00 p.m. EST (contact center hours subject to change without notice). I may also write to Direct Energy at: PMB #51; 7385 North State Route 3; Westerville, OH 43082. The address for the Governmental Aggregator is The City of Cuyahoga Falls; 2310 Second Street; Cuyahoga Falls, OH 44221.

Dispute Resolution. If your complaint is not resolved after you have called Direct Energy, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll-free), or for TTY at 1-800-686-1570 (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 1-877-742-6622 (toll-free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.pickooc.org.

Emergency. In the event of an emergency such as a gas leak, please call your NGU at 1-877-542-2830.

EXHIBIT B-5

EXPERIENCE

The City of Cuyahoga Falls 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 Cuyahoga Falls.

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 gas aggregation program.

Contractual Arrangements for Capability Standards

The City of Cuyahoga Falls states that a valid contract exists with:

**AMPO, Inc., A Subsidiary of AMP-Ohio
2600 Airport Drive
Columbus, Ohio 43219**

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

Detailed summary of the services being provided:

- Provide and assist with developing model ordinances to create opt-in or opt-out natural gas aggregation programs.
- Coordinate and work with municipal local officials and staff to develop a procurement strategy for reliable and competitive natural gas supplies and related services for the natural gas aggregation program.
- Assist with the preparation of a Plan of Operation and Governance for the natural gas 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 natural gas 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 natural gas suppliers and make recommendations to local officials and staff.
- Assist with developing and negotiating the contract with the certified retail natural gas supplier to serve the aggregation program.
- Assist the municipality in executing and administering agreements with the selected certified retail natural gas supplier.
- Coordinate the PUCO customer notifications and other requirements for enrolling residents in the municipal natural gas aggregation program.
- Work with and assist the municipality, the certified retail natural gas supplier, and the natural gas local distribution company to facilitate the enrollment of customers in the municipal natural gas aggregation program at the earliest date practicable.
- Work with the certified retail natural gas supplier to coordinate and communicate with the municipality regarding enrollments in the municipal natural gas 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 natural gas aggregation program, its participants, or the municipality.
- Represent the municipality at meetings with the certified retail natural gas supplier and the local distribution company concerning the municipal natural gas 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 natural gas supplier contract agreement nears its end, repeat Phase I activities to secure ongoing competitive natural gas supplies and related services for the municipal natural gas aggregation program.

Documentation of Contracting Party's Experience in Energy Aggregation:

AMP-Ohio

Founded in 1971, Columbus based American Municipal Power-Ohio (AMP-Ohio) 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 80 of Ohio's 86 municipally owned electric systems, two West Virginia public power communities and three in Pennsylvania, ranging in size from 116 customers to more than 80,000

customers. Collectively, AMP-Ohio member communities serve approximately 364,000 customers.

AMP-Ohio coordinates, negotiates and develops power supply options and interchange agreements on behalf of its members. AMP-Ohio also owns and operates the Richard H. Gorsuch Generating Station, a 213-megawatt coal-fired facility located in Marietta, Ohio, that provides power to 48 participating communities, and has undertaken an ambitious program of siting distributed generation in member communities throughout Ohio. In addition, AMP-Ohio serves as an independent project manager for Ohio members participating in joint ventures to share ownership of power generation and transmission facilities, including the OMEGA JV5 project, a 42 MW run-of-the-river hydroelectric power station completed on the Ohio River in 1999.

AMP-Ohio 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-Ohio 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-Ohio's headquarters to assist member communities in addition to performing AMP-Ohio duties and providing support to the joint ventures.

AMP-Ohio's knowledgeable, experienced staff understands the unique challenges faced by local government staff and elected officials. AMP-Ohio is governed by a 16-member Board of Trustees, all of who are local government representatives, and a number of AMP-Ohio 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-Ohio 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 natural gas 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. has been an approved supplier in the Columbia Gas of Ohio CHOICESM and Dominion East Ohio Energy Choice programs and currently works with over 40 Ohio communities to offer natural gas and/or electric aggregation programs to residential and small commercial customers.