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March 23, 2012

Ms. Barcy F. McNeal
Secretary
Public Utilities Commission of Ohio
180 E. Broad Street, 11th Floor
Columbus, OH 43215-3793

Re: Case No. 89-8018-GA-TRF
Glenwood Energy of Oxford, Inc.
City of Oxford Ordinance No. 3146

Dear Ms. McNeal:

I am filing in this case a copy of City of Oxford Ordinance No. 3146 which grants Glenwood Energy of Oxford, Inc. a franchise for twenty-five years.

Thank you in advance for your cooperation.

Sincerely yours,

Stephen M. Howard
Attorneys for Glenwood Energy of Oxford, Inc.

SMH/jaw
cc: Barth Royer

ORDINANCE NO. 3146

AN ORDINANCE GRANTING GLENWOOD ENERGY OF OXFORD, INC., AN OHIO CORPORATION, ITS SUCCESSORS AND ASSIGNS, A FRANCHISE FOR A PERIOD OF TWENTY-FIVE YEARS TO ENTER UPON THE STREETS, AVENUES, ALLEYS, BRIDGES AND PUBLIC PLACES OF THE CITY OF OXFORD, OHIO AS THE SAME MAY NOW EXIST OR MAY HEREAFTER BE EXPANDED, AND THEREIN TO LAY, RELAY, EXTEND, MAINTAIN AND OPERATE A SYSTEM OF PIPES, VALVES AND OTHER EQUIPMENT AND APPURTENANCES FOR THE DISTRIBUTION OF GAS; AND TO DISTRIBUTE AND SELL GAS TO THE CITY AND TO THE PUBLIC FOR HEAT, FUEL OR ANY OTHER PURPOSE; AND TO GENERATE AND MAINTAIN A GAS PLANT, STORAGE FACILITIES AND VAPORIZING OR CONTROL STATIONS FOR GAS; AND MAKING RULES AND REGULATIONS GOVERNING THE MAINTENANCE AND OPERATION OF THE SYSTEM AND PROVIDING PENALTIES FOR THEIR VIOLATION.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF OXFORD, BUTLER COUNTY, STATE OF OHIO, THAT:

SECTION 1: The following definitions shall apply in the interpretation and enforcement of this ordinance unless the context clearly shows that a different meaning is intended:

"City" shall mean the City of Oxford, Ohio, as it now exists or may from time to time be expanded by annexation or otherwise.

"Company" shall mean Glenwood Energy of Oxford, Inc., its successors and assigns.

"Plant" shall mean all of the pipes, mains, conduits, valves, curb boxes, manholes, and all other proper and necessary appliances, devices, construction and facilities, whether located upon private property or in private ways or in public ways for transmitting, distributing and supplying gas to the City and its inhabitants.

"Public Ways" shall mean public streets, alleys, lanes, boulevards, and places open to the public for pedestrian or vehicular traffic, as the same may now exist or may from time to time be expanded.

"Gas" shall mean any vaporized fuel transported or supplied to consumers by a gas or natural gas company, including, but not limited to natural gas, synthetic gas, liquefied natural gas, propane, or any combination thereof.

SECTION 2: A franchise with the rights and privileges herein provided is hereby granted to the company, its successors and assigns, for a period of twenty-five years from and after the date provided in Section 8 hereof and entitles the company to enter upon the streets, avenues, alleys, bridges, public ways, land and places within the corporate limits of the City, as the same may now exist or may hereafter be expanded, and to lay, relay, extend, maintain, and operate a system of pipes, valves and other equipment and appurtenances and to distribute and sell therefrom, gas to the City and its inhabitants for heat, power or any other purpose, and to operate and maintain within the City, a works or Plant for the storage, conversion and control of gas. This grant is not to be construed as affecting the City's rate making powers. The Company agrees that it shall assess no charges of any nature for services to customers within the City without the express authorization of the Council of the City of Oxford or the Public Utilities Commission of Ohio.

SECTION 3: The Company, at its expense, shall perform all refilling, puddling or tamping, paving and repaving or any similar repair work made necessary as a result of construction, installation, operation, abandonment or repair of its Plant in public ways. Such work shall be performed under the direction and to the satisfaction of the City. If any such work performed by the Company proves to be unsatisfactory to the City, in its sole discretion, it shall give notice to the Company and require repair thereof by the Company.

In the construction, installation, maintenance, operation, abandonment or repair of any of its Plant, the Company shall exercise reasonable care and shall comply with all the regulations now existing or which may hereafter be enacted by the City relating thereto, and shall be liable for any damage that may arise by reason of its failure to use reasonable care and/or to comply with such regulations. The Company shall hold the City free and harmless from any and all claims or damages caused by, arising out of, or incident to such failure or negligence.

All work performed hereunder in and upon public ways shall be done in accordance with City regulations and requirements of the State of Ohio, and before excavations may be made for any new lines, pipes or structures of any nature in any public way, the Company shall submit to the City Engineer a plan of the lines, pipes or structures proposed, showing where the line, pipe or structure is to be laid, the size of the line, pipe or structure, and the depth at which the same are to be laid, the locations and dimensions of stops, branches, manholes and all other structures or appliances located in the public ways or places pertinent to or necessary for the proper maintenance and use of the lines,

pipes or structures, together with plans and other information as the City may require. Except as to the kind, sizes and dimensions of pipes, lines and stops, the plans shall be subject to approval of the City, and except in cases of emergency, no openings in public ways or public places may be made until after approval is given by the City, and a written authorization is obtained by the Company from the City Engineer.

All new lines, pipes or other structures of any kind or nature within the public right-of-way shall be laid and constructed at such locations and at reasonable depths as the City Engineer shall prescribe. This provision shall not apply to emergency repairs, but any emergency repair shall be reported to the City Engineer within seven days after the repair is made.

The Company shall, from time to time, make extensions to its gas distribution system to serve any applicant for service not on its system; provided however, that such an extension shall not be required of the Company if it exceeds 250 feet per customer, and provided further that an extension shall not be required of the Company unless and until each applicant for service requiring an extension shall sign a contract agreeing to provide piping and utilization equipment in the applicants residence or place of business.

SECTION 4: The Company agrees to obtain and have in full force and effect a liability insurance policy in the amount of five million dollars (\$5,000,000), provided that such a policy is readily obtainable at a reasonable price to the Ohio gas distribution industry. If such a policy is not readily obtainable at a reasonable price to the Ohio gas distribution industry, Company agrees to use its best efforts to obtain a policy representative of those readily obtainable by similarly situated gas companies at the time in question. The policy shall be a function of the Company's size and the relative cost of insurance, and shall be selected by Company's management utilizing its sole discretion. The policy shall be purchased by the Company from an insurance company authorized to do business in the State of Ohio and shall provide for the indemnification of the City against claims of negligence or injury to person, and/or property damage resulting from the negligent operation or maintenance of the Plant by the Company, its agents, or its employees. The Company agrees that, at the option of the City, the Company will defend in the name of the City, any action at law or suit in equity so arising. The City agrees to promptly furnish the Company with notice of all claims, suits, or other legal processes it receives which may affect the Company's interests.

SECTION 5: The Company shall supply meters (other than emergency standby meters) of standard type and manufacture and shall set them in position ready for gas service by the Company. The Company shall test each meter before setting it on the customer's line, and only those meters which are found accurate and in good working order may be installed. The Company shall retest meters in conformity with and upon the conditions set forth in Section 4933.09 of the Ohio Revised Code.

SECTION 6: In a rate-making negotiation, the value of this franchise shall be one dollar (\$1.00).

SECTION 7: Nothing in this ordinance shall be construed as granting to the Company an exclusive privilege or right.

SECTION 8: This ordinance shall become effective thirty (30) days after its passage or upon its acceptance by the Company, whichever occurs later.



MAYOR

ADOPTED: April 19, 2011

ATTEST:


CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: RICHARD KEEBLER

PREPARED BY: LAW(STAFF)

This foregoing document was electronically filed with the Public Utilities

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Case No(s). 89-8018-GA-TRF

Summary: Correspondence City of Oxford Ordinance No. 3146 electronically filed by Mr. Stephen M Howard on behalf of Glenwood Energy of Oxford, Inc.