



FILE

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Samuel J. Alai, Mayor

CITY OF BROADVIEW HEIGHTS
9543 Broadview Road
Broadview Heights, OH 44147
(440) 526-4357
(440) 717-4004 Fax
cityhall@broadview-heights.org
www.broadview-heights.org

May 15, 2012

Public Utilities Commission of Ohio
Docketing Division
180 E. Broad Street
13th Floor
Columbus, Ohio 43215-3793

RECEIVED-DOCKETING DIV
2012 JUN 18 PM 1:02
PUCO

Re: Case# 06-0611-GA0GAG
City of Broadview Heights for
Certifications as Ohio Natural Gas
Governmental Aggregator

To Whom it May Concern:


Enclosed please find and original and thirteen (13) conformed copies of our Motion for Extension of Certification Expiration Date and original and eleven (11) copies of the Certification Application Ohio Natural Gas Governmental Aggregators to be filed in the above matter.

Please return a time stamped copy to us. If you have any questions please do not hesitate to contact me.

Sincerely,



Molly Regan
Finance Director City of Broadview Heights

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  Date Processed JUN 18 2012



PUCO USE ONLY – Version 1.07		
Date Received	Case Number	Certification Number
	06-0611- GA-GAG	

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 Applicant information:

Legal Name CITY OF BROADVIEW
Address 9543 BROADVIEW RD., BROADVIEW HEIGHTS, OH 44147
Telephone No. 440-526-4357 Web site address <http://www.broadview-heights.org/>
Current PUCO Certificate Number Effective Dates JULY 1, 2012

A-2 Contact person for regulatory or emergency matters:

Name Raymond Mack Title Service Director
Business Address 9543 Broadview Rd., Broadview Heights, OH 44147
Telephone No. 440-717-4022 Fax No. 440-717-4068 Email Address rmack@broadview-heights.org

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

Name Molly Regan Title Finance Director
Business address City of Broadview Heights, 9543 Broadview Rd., Broadview Heights, OH 44147
Telephone No. 440-526-3786 Fax No. 440-526-3654 Email Address mregan@broadview-height.org

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

Customer service address City of Broadview Heights, 9543 Broadview Rd., Broadview Heights, OH 44147
Toll-Free Telephone No. n/a Fax No. 440-717-4068 Email Address ajavor@broadview-heights.org

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

Samuel J. Alai Mayor

Sworn and subscribed before me this

6th day of

JUNE

Month

2012 Year

Vincenzo Ruffa

SAMUEL J. ALAI MAYOR

Signature of official administering oath

Print Name and Title

Notary

My commission expires on

VINCENZO RUFFA, Atty.
NOTARY PUBLIC - STATE OF OHIO
My commission expires on expiration date
Section 147.03 O.R.C.

Seal



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

Case No. 06-0611 -GA-GAG

County of Cuyahoga
State of Ohio

[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

Samuel J. Alati

Mayor

Sworn and subscribed before me this

day of

JUNE

Month

2012

Year

Signature of Official Administering Oath

Print Name and Title

SAMUEL J. ALATI

My commission expires on

VINCENZO RUFFA, Atty.
NOTARY PUBLIC, STATE OF OHIO
My commission expires on
Section 147.03 O.R.C.

(Ohio Natural Gas Governmental Aggregator) Page 3 of 3

EXHIBIT B-1
Authorizing Ordinance

CITY OF BROADVIEW HEIGHTS, OHIO

ORDINANCE NO. 90-12

INTRODUCED BY MAYOR AND ENTIRE COUNCIL

AN ORDINANCE CONTINUING THE GOVERNMENTAL
GAS AGGREGATION PROGRAM
IN THE CITY OF BROADVIEW HEIGHTS
AND DECLARING AN EMERGENCY.

WHEREAS, the City Council and the electors have previously authorized establishing an opt out Natural Gas Aggregation Program for the residents, businesses and other natural gas consumers in the City of Broadview Heights pursuant to Section 4929.26 of the Ohio Revised Code.

WHEREAS, the City Council has determined that it is in the best interest of the City to continue the Governmental Gas Aggregation Program.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROADVIEW HEIGHTS, COUNTY OF CUYAHOGA AND STATE OF OHIO:

SECTION 1. The previously authorized opt out natural gas aggregation program pursuant to Section 4929.26 of the Ohio Revised Code shall continue within the City of Broadview Heights.

SECTION 2. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare and for the further reason stated in the Preamble, and provided it receives the affirmative vote of five (5) or more of the members of Council and the signature of the Mayor; otherwise it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: June 4, 2012


PRESIDENT OF COUNCIL

DATE FILED
WITH MAYOR: June 5, 2012

APPROVED: 
SAMUEL J. ALAI, MAYOR

ATTEST: 
CLERK OF COUNCIL

DATE APPROVED: June 6, 2012

EXHIBIT B-2
OPERATION & GOVERNANCE PLAN

**CITY OF BROADVIEW HEIGHTS
NATURAL GAS AGGREGATION
PROGRAM**

**PLAN OF OPERATION AND
GOVERNANCE**

(A) Introduction

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

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

(B) Operation and Governance Plan Detail

(1) Description of Services and Professional Assistance

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

With a City population of approximately 19,700 the Program has the potential to combine residential accounts and small commercial accounts into a buying group that will be attractive to Certified Retail Natural Gas Service (CRNGS) suppliers. Participation in the Program is voluntary. Any individual customer ("Member") has the opportunity to decline to participate in the Program through an opt-out process and to return to Dominion East Ohio (DEO) supply or to enter into a service contract with any CRNGS supplier.

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

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

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

Only Suppliers meeting strict criteria will be considered. Suppliers will need to:

- Be certified by the Public Utilities Commission of Ohio
- Be registered with DEO to do business in their service territory. Both the certification and registration ensure that Suppliers possess the managerial, technical, and financial competence to perform the services they offer.
- Have successfully completed Electronic Data Interchange (EDI) computer system testing

with DEO to support Governmental Aggregation Program transactions.

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

(2) Determination of Rates

The City will seek proposals from CRNGS suppliers. The request for proposals shall require the CRNGS suppliers to offer firm, full-requirements natural gas supply. The prices will be set through a competitive request for proposals and contract and negotiation process as authorized by Council. Members will be notified of the rates and terms of the Program through a direct mailing sent to each eligible resident and business within the City limits.

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

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

There is no switching fee for Members leaving DEO supply service to select a CRNGS supplier. Members will remain responsible for all other billable charges, such as, taxes, DEO transportation charges, monthly service charge, etc.

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

(3) Plan for Providing Opt-out Notice

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

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

The selected CRNGS supplier will be required to pay for printing and mailing of opt-out disclosure notices. The notices will be mailed to the owner or occupant residing at the natural gas account mailing address shown on DEO's customer list.

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

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

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

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

(4) Process for Determining the Pool of Customers

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

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

- DEO will query their customer database using best efforts to capture all accounts within the City limits.
- Ineligible accounts will be screened out based on codes provided in the DEO data.
- The data shall be reviewed to see that all zip codes have been included, all streets included, all customer classes, all customer rate codes, and finally that an expected total for a community of this population was turned over.

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

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

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

- Are up to date with their bill payment;
- Have not opted-out of the program;
- Are currently supplied natural gas through DEO's Standard Service Offer (SSO)
- Have not chosen a natural gas supplier;
- Are not mercantile customers;
- Have not exercised their right of rescission; or
- Are not part of the Percentage of Income Payment Program (PIPP).

(5) Customer Billing Procedures

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

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

Members are required to remit and comply with the payment terms of DEO and/or their supplier if dual billing is used. This Program will not be responsible for late or no payment on the part of any of its members. Furthermore, slow or no payment on the part of some Members will not adversely impact the rates charged to other Members. The selected supplier shall not charge more than 1.5 percent per month for overdue balances owed to the selected supplier.

(6) Credit and Deposit Policies

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

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

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

Nature of Inquiry	Contact	Phone Number
Service Interruption or Emergencies	DEO	1-800-362-7557

Service turn on/of	DEO	1-800-362-7557
Billing Disputes - Delivery Charges	DEO	1-800-362-7557
Billing Disputes- Supplier Charges	TBD	TBD
Joining/Leaving Program	TBD	TBD
Aggregation Program Questions	City of Broadview Heights	440-526-3786
Unresolved Disputes	Public Utilities Commission of Ohio (PUCO)	1800-686-1570
General Information –Residential	Office of the Ohio Consumers' Counsel	1877-742-5622

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

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

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

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

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

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

(10) Joining the Program at a Later Date

Members desiring to join the program at a later date during the midst of an ongoing supply agreement will be treated similar to Members moving into the City. They will need to contact the City or its supplier to obtain enrollment information. They will follow a standard enrolment approach. There is however, no guarantee that customers so doing at a later date will receive

the same price, terms and conditions as did the initial Members.

Suppliers are unable to hold price offerings for an unlimited amount of time, and if the community asks for such a requirement, the price offering received from suppliers will be higher to reflect the greater risk. Residents affirmatively enrolling into the City's program will be responsible for knowing if there is a switching fee for leaving their current supplier.

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

(C) Availability of Plan of Operation and Governance

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

(D) Altering the Plan of Operation and Governance

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

(E) Certification Prior to Sending Opt-out Notices

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

(F) Opt-out Disclosure Policies

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

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

(G) Cooperation Between Natural Gas Companies and Governmental Aggregators

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

(H) Termination of the Aggregation Program

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

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

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

EXHIBIT B-3 & B-4
Automatic Aggregation Disclosure Notification
Opt-Out Notice

Dear Broadview Heights Resident:

The City of Broadview Heights is providing you with the opportunity to participate with other residents in a natural gas governmental aggregation program, with IGS Energy of Dublin, Ohio as your supplier of gas.

Under governmental aggregation, Broadview Heights acts on behalf of natural gas consumers in the community to negotiate a gas supply contract with eligible suppliers. Both Broadview Heights and eligible retail natural gas suppliers have to be certified by the Public Utilities Commission of Ohio. Broadview Heights passed Ordinance No. xxxx adopting this program and Broadview Heights voters approved the implementation of the program on May 7, 2002 ballot. Your enrollment in the Broadview Heights Natural Gas Aggregation Program with IGS Energy will begin within one to two billing periods after submission of your account to Dominion East Ohio (Dominion) and end with your July 2014 billing period.

Broadview Heights has selected a variable price for its aggregation program. Through your July 2013 billing period, your price will be calculated each month by taking 109% of the applicable monthly NYMEX expiration price and adding an adder of \$0.35 per MCF. Pricing details for the August 2013 through July 2014 billing period will be finalized as that period approaches. Please see the attached terms and conditions for full details of this offer.

You will be automatically enrolled in Broadview Heights' Natural Gas Aggregation Program unless you choose to "opt out" – that is, affirmatively choose to not participate. If you want to be excluded from the Broadview Heights Natural Gas Aggregation Program, you must return the enclosed "Opt-Out" Form or contact IGS Energy at 1-800-280-4474 by July 23, 2012. If you do not cancel or opt-out at this time, you will be enrolled in the program until it expires with your July 2014 billing period.

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

If you have any questions please call IGS Energy at 1-800-280-4474, weekdays, from 8:00 a.m. to 8:00 p.m. EST. For general information on natural gas deregulation in Ohio, you can also visit the Web Site of the Public Utilities Commission of Ohio (www.PUCO.ohio.gov).

Sincerely,
The City of Broadview Heights and IGS Energy

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

If the home or small business for which you have received this letter is not located within the City limits of Broadview Heights, you have received this letter in error. Please contact IGS Energy at 1-800-280-4474 to be removed from the aggregation list.

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

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

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I wish to opt out of the The City of Broadview Heights.

Name (Please Print) _____

Address _____

City, State, Zip _____

Phone Number _____

Email Address _____

Signature (REQUIRED) _____

(Check box to opt out.)

☐

Term: The City of Broadview Heights (hereinafter referred to as "my community") opt-out government aggregation program (the "Program") and my service with Interstate Gas Supply, Inc. (elsewhere referred to as "IGS Energy" and the consumer will be referred in the first person, "my", "me" or "I") as my supplier on the Program will begin within one to two billing cycles after my enrollment or rate change is confirmed with the utility company and shall continue through my July 2014 utility billing cycle, unless notified otherwise. IGS Energy will supply the commodity portion of my natural gas and Dominion East Ohio will be my Natural Gas Distribution Company ("NGDC"). I can contact the IGS Energy choice department by phone at 1-800-280-4474, by fax at 1-800-584-4839, in writing at P.O. Box 9060, Dublin, OH 43017, or through their web site at <http://www.igsenergy.com>.

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

Price: My price will be calculated each billing cycle through my July 2013 billing cycle by taking 109% of the applicable NYMEX monthly settlement price plus \$0.035 per MCF, which does not include applicable taxes and NGDC charges. Beginning with my August 2013 billing cycle and continuing through my July 2014 billing cycle, my price will be determined by my community and IGS Energy. I am responsible for applicable taxes and all charges assessed by the NGDC for gas transportation and all other applicable charges and adjustments by NGDC for delivery of gas. IGS may at its option, at any time, lower the price effective for a portion of or the remainder of the term of this agreement without notice to me.

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

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

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

Contact and Dispute Resolutions: In the event of a billing dispute or issues regarding volume or metering, I should contact the NGDC at the number listed on their bill. For other questions or concerns about pricing, I can contact the IGS Energy choice department by phone weekdays from 8:00 a.m. to 5:00 p.m. EST at 1-800-280-4474, by fax 1-800-584-4839, in writing at P.O. Box 9060, Dublin, OH 43017, or through their web site at www.igsenergy.com. Also, I can contact IGS Energy through e-mail at choice@igsenergy.com. If my questions or concerns are not resolved after I have called IGS Energy, or for general utility information, residential and business customers may call the Public Utilities Commission of Ohio (PUCO) toll free at 1-800-686-7826 or for TDD/TTY toll free at 1-800-686-1570, from 8:00 a.m. to 5:30 p.m. weekdays, or visit the PUCO website at www.puco.ohio.gov. The Ohio Consumers Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted toll free at 1-877-742-5622 from 8:00 a.m. to 5:00 p.m. weekdays or visit www.pickocc.org.

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

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

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

Eligibility / Limitation of Liability / Jurisdiction: This Agreement is for residential and small commercial customers that use 5000 MCF a year and are otherwise eligible for opt-out government aggregation programs. IGS Energy and my community shall use its best efforts to ensure that only eligible customer accounts within its governmental boundaries and customers who have not opted out are included in its aggregation. If ineligible accounts, accounts from outside of the governmental aggregator's governmental boundaries, or accounts for customers who opted out of the aggregation are switched to the governmental aggregation, as soon as IGS Energy is aware of such event the governmental aggregator (or IGS Energy) will promptly contact the natural gas company to have the customer switched back to the customer's former supplier, and will pay any switching fee imposed by the NGDC for such switch. Participation in the program is subject to the rules of the NGDC and the rules established in Ohio Administrative Code 4901:1-28. Customers are sometimes terminated or not enrolled in the program due to NGDC issues. In such instances, I can contact the NGDC to correct the problem and be reinstated or enrolled in the Program. Regardless of the reason for termination, in no case will the original term be extended for months that I was unable to participate nor will IGS Energy have any liability for any early termination or for any months that I was unable to participate in the Program. IGS Energy assumes no liability or responsibility for losses or consequential damages arising from items associated with the NGDC including, but not limited to: operations and maintenance of their system; any interruption of service; termination of service; or deterioration of service, nor does IGS Energy assume responsibility or liability for damages arising from any in-home or building damages and in addition shall not be responsible for any indirect, consequential, special or punitive damages whether arising under contract, tort (including negligence or strict liability) or any other legal theory. The parties agree that if the customer is unable to resolve its issues through the PUCO as detailed under "Contract and Dispute Resolution" above or if suit is filed, any legal action involving this Agreement shall be brought only in a court of the State of Ohio sitting in Franklin County, Ohio or the United States District Court sitting in Franklin County, Ohio. I submit to the personal jurisdiction in such courts and irrevocably waive any objections that I have or might have in the future to such courts as the proper forum for any and all actions arising under this Agreement. The parties agree that this Agreement shall be interpreted under the laws of the State of Ohio, regardless of Ohio's choice of law provisions.

NOTICE

Return the "Opt-Out" form only if you do not want to participate in The City of Broadview Heights Natural Gas Aggregation Program.

Must Be Received by **July 23, 2012** to:

Natural Gas Governmental Aggregation Program

PO Box 9060

Dublin, Ohio 43017-0960

EXHIBIT B-5
Experience

GOVERNMENTAL GAS AGGREGATION

REQUEST FOR PROPOSAL

The City of Broadview Heights is PUCO Certified for governmental aggregation and has passed legislation to conduct an Opt-Out Aggregation Program. We are requesting a quote for these services from your company.

This Proposal must be submitted by Wednesday, May 23, 2012 at 4:00 p.m.

to the Broadview Heights Finance Department located at 9543 Broadview Road, Broadview Heights, Ohio, 44147 (mregan@broadview-heights.org). Proposals will be reviewed by the Broadview Heights Finance Department and will be awarded at the discretion of the City of Broadview Heights. Please direct proposal and questions to Molly Regan at the Broadview Heights Finance Department, 440-526-3786.

Specifications:

- Supplier MUST be PUCO certified - Confirmed
- Supplier must confirm that they will be using consolidated billing services provided by the LDC (Dominion East Ohio) and that any price will be for 100% of each customer's usage (aka full requirements) and that the customers will be served through the Choice program - Confirmed
- The start date of program will be August 1, 2012 and city desires to see quotes for the following terms: 12 month and 24 month
- Supplier must confirm that it will handle:
 - the purchasing of eligible customer list from DEO (this is in addition to the list of customer currently supplied by the program's current supplier) - Confirmed
 - the cleansing, processing, and scrubbing (including geographical) of the customer list - Confirmed
 - the creation, design, and fulfillment of the opt out notices and any other customer literature that may be needed throughout the duration of the aggregation program - Confirmed

Please provide the following information:

Supplier Legal Name: Interstate Gas Supply, Inc. dba IGS Energy

Address: 6100 Emerald Parkway
Dublin, OH 43016

Contact Person Name: Doug Austin Yoni Zofan

Phone number: 614-659-5052 614-659-5105

Is this Company PUCO Certified: Yes X No

How many gas Aggregations do you serve: 40

How many Customers: 100,000+

How many are DEO Customers: 38,000+

Briefly explain how your call centers function:

IGS Energy handles inbound customer service calls through an internal contact center at our office in Dublin, Ohio. The toll free number is 1-888-993-0997. Our contract center handles more than 420,000 calls per year. We are open 8am – 9pm Monday through Friday and 9am – 3 pm on Saturday.

Location: _____ Dublin, OH _____ In house ☒ X _____ or Outsourced _____

How many agents: _____ 75 _____

What is your average wait time per call: _____ Average wait time is less than 2 minutes per call _____

What are your cancellation fees if any: _____ \$0 – no cancel fee for any aggregation customer _____

Do cancellation fees vary for a Fixed Rate: _____ No fee _____ Variable Rate: _____ No fee _____

If a Customer is moving within the City, will they be enrolled at the new location on the same program without penalty? _____
Yes _____

If a Customer is moving out of the City, will the resident be released from the program without penalty? _____ Yes _____

Pricing:

- We are seeking fixed and variable price quotes. Any variable price quote should be based on the NYMEX Natural Gas Futures market expiration price for the applicable month (for example, just like DEO's Standard Choice Offer, the price for the January 2013 billing cycle should be based on the January 2013 NYMEX Natural Gas Futures contract that expires on the third to last business day of December 2012). No other index based price of any sort will be accepted.
- All proposals should be based on the NYMEX Natural Gas Futures settle price for April 25, 2012 - Confirmed
- All proposals, both fixed prices and variable adders to the NYMEX, should be expressed in \$ per MCF at the burnertip. The price and/or adder should include all possible portions of a burnertip MCF price including but not limited to Basis, all fuels and shrinks (on any interstate pipelines and on utility pipelines), all transportation costs, DTH to MCF conversion, and any pooling or balancing charges. - Confirmed
- Supplier must verify that the variable adder can be used to "trigger" a fixed price for any month or portion of months at any time. For example, if Supplier's proposed adder is \$1.50 and the months of Jan, Feb, and Mar of 2013 are each trading at \$3.50, then Broadview Heights can trigger a fixed price to be calculated as Current NYMEX + Adder or \$3.50+\$1.50 and lock in a fixed rate for those 3 months at \$5.00. Current NYMEX will be a weighted average of the applicable monthly volumes for the group and applicable NYMEX futures price for each month in the desired term for a fixed price. - Confirmed