



FILE

June 20, 2012

**The CITY of  
GRANDVIEW HEIGHTS**

Ray E. DeGraw  
Mayor

Docketing Division  
The Public Utilities Commission of Ohio  
180 East Broad Street  
13<sup>th</sup> Floor  
Columbus, OH 43266-0573

Re: *In the Matter of the Application of the  
City of Grandview Heights, Ohio for  
Re-Certification as a Governmental Aggregator  
Case No 06-0770-GA-GAG*

To Whom it may Concern:

Enclosed please find the City of Grandview Heights' 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@amp-ohio.org](mailto:tleach@amp-ohio.org).

Very truly yours,

1016 GRANDVIEW AVENUE  
GRANDVIEW HTS, OHIO 43212  
  
614.488.3159  
FAX 614.488.7746

Ray E. DeGraw,  
Mayor

Enclosures

RECEIVED-DOCKETING DIV  
2012 JUL 20 PM 3:26  
PUCO



PUCO USE ONLY – Version 1.07		
Date Received	Renewal Certification Number	ORIGINAL GAG Case Number
		06 - 0770 - 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, 13<sup>th</sup> 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 Grandview Heights  
Address          1016 Grandview Avenue, Grandview Heights, Ohio 43212  
Telephone No.    614-488-3159      Web site address    www.grandviewheights.org  
Current PUCO Certificate Number    06-116G(3)      Effective Dates      September 19, 2010 - September 19, 2012

#### A-2 Contact person for regulatory or emergency matters:

Name      Patrik G. Bowman      Title      Director of Administration  
Business Address    1016 Grandview Avenue, Grandview Heights, Ohio 43212  
Telephone No.    614-488-3159      Fax No.    614-488-7746      Email Address    pbowman@grandviewheights.org

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

Name      Patrik G. Bowman      Title      Director of Administration  
Business address    1016 Grandview Avenue, Grandview Heights, Ohio 43212  
Telephone No.    614-488-3159      Fax No.    614-488-7746      Email Address    pbowman@grandviewheights.org

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

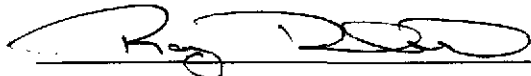
Customer service address    1016 Grandview Avenue, Grandview Heights, Ohio 43212  
Toll-Free Telephone No.    614-488-3159      Fax No.    614-488-7746      Email Address    pbowman@grandviewheights.org

## 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



Mayor

Sworn and subscribed before me this

21<sup>st</sup>

day of June

Month 2012

Year



Deborah K. Nicodemus, Notary Public

Signature of official administering oath

Print Name and Title



DEBORAH K. NICODEMUS  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES 8-24-2015

Commission expires on

August 24, 2015



# 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 Grandview Heights )

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

Case No. 06-0770

-GA-GAG

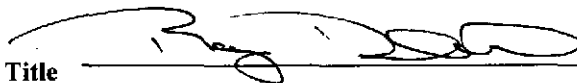
County of Franklin  
State of Ohio

Ray E. DeGraw, Mayor

[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



Mayor

Sworn and subscribed before me this 21<sup>st</sup> day of June Month 2012 Year



Deborah K. Nicodemus, Notary Public

Signature of Official Administering Oath

Print Name and Title



DEBORAH K. NICODEMUS commission expires on August 24, 2015  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES 8/24/15

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

**EXHIBIT 1**

**AUTHORIZING ORDINANCE**

# RECORD OF ORDINANCES

## City of Grandview Heights

Ordinance No. **05-33**

Passed **AUGUST 15, 2005**

**An ordinance authorizing all actions necessary to effect an opt-out natural gas aggregation program pursuant to section 4929.26, Ohio Revised Code, directing the county board of elections to submit a ballot question to the electors, and declaring it an emergency.**

**WHEREAS**, under Section 4929.26, Ohio Revised Code, the City of Grandview Heights, Ohio (the "City") is authorized to establish an opt-out natural gas aggregation program for the benefit of natural gas consumers located within the City; and

**WHEREAS**, under Section 4929.26, Ohio Revised Code, the City may exercise such authority alone or jointly with other political subdivisions in the State of Ohio; and

**WHEREAS**, governmental aggregation provides an opportunity for natural gas consumers collectively to participate in the potential benefits of natural gas deregulation through lower gas rates which they would not otherwise be able to have individually.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GRANDVIEW HEIGHTS, COUNTY OF FRANKLIN AND STATE OF OHIO, THAT:**

**SECTION 1.** This Council finds and determines that it is in the best interest of the City and certain natural gas consumers located within the City to establish an opt-out natural gas aggregation program (the "Gas Aggregation Program"). Provided that this Ordinance and the Gas Aggregation Program is approved by the electors of the City pursuant to Section 2 of this Ordinance, the City is hereby authorized to aggregate, in accordance with Section 4929.26, Ohio Revised Code, the retail natural gas loads located within the City. For the Gas Aggregation Program, the City may enter into service agreements to facilitate the sale and purchase of service for retail natural gas loads. The City may exercise such authority alone or jointly with any other political subdivision of the State of Ohio, to the full extent permitted by law. The Gas Aggregation Program does not apply to persons meeting any of the following criteria, as more specifically described in Section 4929.26(A)(2):

- (i) the person is both a distribution service customer and a mercantile customer,
- (ii) the person has an existing commodity sales service contract with a retail natural gas supplier,

# RECORD OF ORDINANCES

## City of Grandview Heights

Ordinance No. 05-33

Passed August 15, 192005

(iii) the person has commodity sales service as part of a retail natural gas aggregation pursuant to rules and orders of the Public Utilities Commission of Ohio, or

(iv) such other persons that are not eligible customers pursuant to rules and orders of the Public Utilities Commission of Ohio.

**SECTION 2.** The Board of Elections of Franklin County is hereby directed to submit the following question to the electors of the City at the election on November 8, 2005.

A majority affirmative vote is necessary for passage.

*Shall the City of Grandview Heights have the authority to aggregate the retail natural gas loads located within the City and enter into service agreements for the sale and purchase of natural gas, such aggregation to occur automatically except where any person elects to opt out?*

	<b>FOR THE AGGREGATION PROGRAM</b>
	<b>AGAINST THE AGGREGATION PROGRAM</b>

The Clerk of this Council is instructed to file a certified copy of this Ordinance and the proposed form of the ballot question with the County Board of Elections not later than August 25, 2005, which is seventy-five (75) days prior to November 8, 2005. 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 pursuant to this Section 2 and Section 4929.26, Ohio Revised Code.

**SECTION 3.** Upon the approval of a majority of the electors voting at the election provided for in Section 2 of this Ordinance, this Council shall develop a plan of operation and governance for the Gas Aggregation Program. Before adopting such plan, this Council shall hold at least two public hearings on the plan. Before the first hearing, notice of the hearings shall be published once a week for two consecutive weeks in a newspaper of general circulation in the City. The notice shall summarize the plan and state the date, time, and location of each hearing. No plan adopted by this Council shall aggregate any retail natural gas load in the City unless it in advance clearly discloses to the person whose retail natural gas load is to be so aggregated that the person will be enrolled automatically in the Gas Aggregation Program and will remain so enrolled unless the person affirmatively elects by a stated procedure not to be so

# RECORD OF ORDINANCES

## City of Grandview Heights

Ordinance No. 05-33

Passed AUGUST 15, 2005

enrolled. The disclosure shall state prominently the rates, charges, and other terms and conditions of enrollment. The stated procedure shall allow any person enrolled in the Gas Aggregation Program the opportunity to opt out of the program every two years, without paying a switching fee. Any such person that opts out of the Gas Aggregation Program pursuant to the stated procedure 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 4.** This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

**SECTION 5.** This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the City, and for the further reason that this Ordinance is required to be immediately effective in order for the City to file a certified copy of this Ordinance and the proposed form of the ballot question with the County Board of Elections not later than August 25, 2005, as provided herein; therefore, this Ordinance shall be in full force and effect immediately upon its adoption and approval by the Mayor.


Passed: AUGUST 15, 2005

  
Anthony S. Panzera, President  
Grandview Heights City Council

Approved

Not Approved

I HEREBY CERTIFY THAT PUBLICATION OF THE FOREGOING ORDINANCE OR RESOLUTION WAS MADE BY POSTING TRUE COPIES THEREOF AT FIVE OF THE MOST PUBLIC PLACES IN GRANDVIEW HEIGHTS AS DETERMINED BY COUNCIL PURSUANT TO ORD. 80-80, TO WIT: GRANDVIEW HEIGHTS MUNICIPAL BUILDING, STEVENSON ELEMENTARY SCHOOL, HURON ELEMENTARY SCHOOL, GRANDVIEW HEIGHTS HIGH SCHOOL, GRANDVIEW HEIGHTS PUBLIC LIBRARY, EACH FOR A PERIOD OF FIFTEEN DAYS COMMENCING ON THE 15 DAY OF AUGUST, 2005

  
Ray E. DeGraw  
Mayor

  
JAMES M. NICHOLSON  
CLERK OF COUNCIL,  
CITY OF GRANDVIEW HEIGHTS, OH

Approved as to form:

  
James M. Nicholson  
Clerk of Council  
Date 8/17/05

  
Luther L. Liggett Jr.  
City Attorney  
Date 8/10/05



## **EXHIBIT 2**

# **OPERATION AND GOVERNANCE PLAN**

# **SUBURBAN NEWS PUBLICATIONS**

5257 Sinclair Road • P.O. Box 29912 • Columbus, Ohio 43229 • (614) 785-1212  
May 2, 2006

City of Grandview Heights  
1016 Grandview Ave.  
Columbus, Ohio 43212

## **PROOF OF PUBLICATION**

I hereby certify that the advertising copy/copies of which being hereto attached was published in:

Tri-Village News

A Suburban News Publication on:

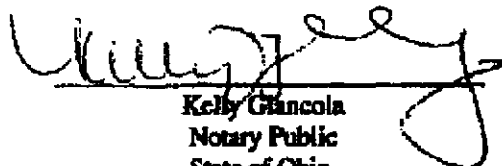
04/12 11.00 \$2.50

04/19 11.00 \$2.50

And circulated generally in the City/Village/Township of: Tri-Village  
And Franklin County, Ohio.

  
Karen Mazzoni  
Business Office

Sworn before me on this 5/2, 2006

  
Kelly J. Giancola  
Notary Public  
State of Ohio



KELLY J. GIANCOLA  
Notary Public, State of Ohio  
My Commission Expires 08/19/2009



### **WEDNESDAY DISTRIBUTION**

Sunny News  
Jag Walnut News  
The Beacon  
John News

Sylvania News  
Holland Northwest News  
New Albany News  
Northland News  
Southwest Columbus News

Denton Valley News  
Pickerington Times-Sun  
Raymondsburg News  
The Times  
Tri-Village News

Upper Arlington News  
Westerville News &  
Public Opinion  
Whitwell News  
Whitman's News

### **THURSDAY DISTRIBUTION**

Westland News  
Grove City News  
German Village Gazette



# CLASSIFIED

TO PLACE YOUR AD CALL...

614-785-1200

TOLL FREE 1-866-354-8030

DEADLINE/SINGLE COLUMN LINE ADS

A. Service Fri. 5:00 p.m.

B. Homes For Sale Thurs. 3:00

All Other Real Estate Mon. 5:00

C. Other Categ. Mon. 5:00 p.m.



OFFICE: 5257 SINCLAIR RD., P.O. BOX 20912, COLUMBUS, OHIO 43220

## CITY OF GRANDVIEW HEIGHTS MUNICIPAL NATURAL GAS AGGREGATION PROGRAM PLAN OF OPERATION AND GOVERNANCE NOTICE OF PUBLIC HEARINGS

Please be advised that the City of Grandview Heights will hold two public hearings on the City's municipal natural gas aggregation program Plan of Operation and Governance. The hearings will be held on Monday, May 1, 2006 at 4:00 p.m. and 6:00 p.m. A revised Plan of Operation and Governance will then be finalized and approved by the City Council.

The following summarizes the City's initial Plan of Operation and Governance:

Overnight of the Aggregation Program will be the responsibility of the Director of Administration, who will report to the Mayor. Through a negotiation process, the City will develop a contract with a Competitive Retail Natural Gas Services Provider (CRNGS Provider) to firm natural gas service. The contract will run for a fixed term.

Initially, each ELIGIBLE customer of Columbus Gas of Ohio (COH) that uses natural gas within the City's corporation limits will be automatically included in the Aggregation Program on a non-discriminatory basis. However, prior to actual enrollment each consumer will receive a notice from the City detailing the Aggregation Program rates, terms and conditions.

Each consumer will then have a 21-day period to opt out of the Aggregation Program without charge. Consumers opting out of the program will remain on COH Standard General Service Rate until such time as they select an approved CRNGS Provider. A similar 21-day opt-out period will be offered at least every two years during which time consumers can leave the Aggregation Program without paying an early termination fee.

Participants who leave the Aggregation Program and wish to return, as well as consumers who move into the City after the initial opt-out period, may enroll in the Aggregation Program. However, the City cannot guarantee rates, terms and conditions to consumers enrolling in the Aggregation Program after the initial 21-day opt-out period.

The Aggregation Program covers the gas supply portion only of a participant's natural gas bill. COH will continue to deliver natural gas to Aggregation Program participants through its natural gas distribution system.

The City plans to use COH consolidated billing service in which each consumer account receives one bill itemizing the charges. Toll free telephone numbers will be available to address consumer questions and concerns.

April 12, 15, 2006

Tri-Village News

## Business Opportunity

### ATTENTION SUBURBAN NEWS PUBLICATION READERS:

Note that the title of this Classification is "Business Opportunity". Ads listed under this heading are not job offers. These advertisements provide a service, usually for a fee. They do not provide actual employment. (This notice is a public service from the Suburban News Publications.)

**ABSOLUTE GOLDMINE!**  
\$5,000/MO residual income  
attainable by 2nd month. First year  
potential of \$10,000-\$30,000 per  
month very attainable. Honest  
product in 40 years. It sells itself.  
Only been in States 24 months. Top  
Producers Already Earning Over  
\$70K per month! 800-236-8928

### ADVERTISE

**YOUR BUSINESS OPPORTUNITY**  
to approximately 9 million households  
in North America's best suburbs by  
placing your classified ad in over  
800 suburban newspapers just like  
this one. Call the Suburban  
Classified Advertising Network at  
888-488-2459

[www.suburban-adverts.org/scan](http://www.suburban-adverts.org/scan)

**ALL CASH CANDY ROUTE!**  
Do you earn \$800 in a day?  
Your own local candy route.  
Includes 30 Machines and Candy.  
All for \$9,985. 800-693-1485.

### ATTENTION

Entrepreneurs, Investors &  
Millionaire Minds Seeking Massive  
Passive...INCOME. Earn 5-6 figures  
Monthly & Retire in 2-5 Years! Call  
Now. 1-800-382-0858 ext. 3135.

### CLERICAL/ADMINISTRATIVE POSITIONS

US Government, Earn \$12-\$45/hr  
Full Benefits/Paid Training. Work

**DRIVE  
AWAY WITH A BARGAIN**

**IN SNP CLASSIFIEDS**

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## Business Opportunity

**MAKE \$1,000'S IN HOME BUSINESS**

No Experience. Free info:  
send \$ASE to:  
Cash Biz \$4048  
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Vancouver, BC Canada V6C 1Z0

**MOVIE EXTRAS  
ACTORS & MODELS!**  
Make \$100-\$500/day. No exp. Req.  
FT/PT. All levels needed.  
1-800-714-7341

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**Career Motivations.**

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### CALL

SNP Classifieds Today  
614-785-1200  
Toll Free 1-866-354-8030

## Party Plan

Check out more listings at  
[www.SNDonline.com](http://www.SNDonline.com)

## Help Wanted

### Administrative Assistant

Detail oriented individual needed for  
automated order entry job. Relax  
informal tri-village sales office  
serving small business customer  
Part-time evenings to start.

Email resume and references to  
[kenneth@postleguard.com](mailto:kenneth@postleguard.com)  
or fax to 486-8193.

### Clean, Honest Person Needed

to live in nice home in Worthington  
FT to care for elderly couple.  
Call for details: 431-5870

# RECORD OF ORDINANCES

## City of Grandview Heights

Ordinance No. 2006-29 Passed MAY 15, 2006

**An Ordinance to approve the Plan of Operation and Governance for the City of Grandview Heights Natural Gas Aggregation Program, and declaring it an emergency.**

**WHEREAS**, pursuant to Ohio Revised Code Chapter 4929, certain governmental entities may aggregate certain natural gas consumers within their jurisdiction to facilitate competitive retail natural gas service City's residents and businesses, to promote natural gas savings, lower cost natural gas supplies, and other benefits; and

**WHEREAS**, on November 8, 2005, the electors of the City approved of the City's plan to create an aggregation program for customers located within the boundaries of the City; and

**WHEREAS**, O.R.C. § 4929.26(C) requires a governmental entity interested in the automatic registration of customers under governmental aggregation to adopt a plan of operation and governance for its aggregation program, subject to customer rights to opt out of such an aggregation; and

**WHEREAS**, the City held two public hearings on the City's proposed Plan of Operation and Governance, after advertising said hearings in a newspaper of general circulation in the community for two consecutive weeks before the hearings, as required by state law, and the City advertised the public hearings and posted its Plan on the City's website; and

**WHEREAS**, the passage of this ordinance as an emergency is necessary to insure intergovernmental cooperation and support, and thereby preserve the public health, peace, property, safety, and welfare, in that opportunities to coordinate aggregation activities with certain suppliers of natural gas services may become limited, and to ensure that current and future residents and businesses can be provided the benefits of the services and competition provided by the adoption of this Ordinance in an effective and expeditious manner.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GRANDVIEW HEIGHTS, OHIO THAT:**

**SECTION 1.** The City Council hereby adopts the City of Grandview Heights Plan of Operation and Governance (attached hereto and incorporated herein by reference as Exhibit A) for the implementation and administration of the City's municipal gas aggregation program, in accordance with O.R.C § 4929.26(C).

RECORD OF ORDINANCES  
City of Grandview Heights

Ordinance No. 2006-29

Passed MAY 15, 2006

**SECTION 2.** The City Council hereby finds and determines that all formal actions relative to the passage of this Ordinance were taken in an open meeting of this City Council, that all deliberations of this City Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with the applicable legal requirements, including O.R.C. §121.22.

**SECTION 3.** The Mayor and Director of Finance are hereby authorized to sign all documents necessary to effectuate the Plan in a manner consistent with this Ordinance.

**SECTION 4.** This Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, and safety in this City for the reasons set forth in the recitals above; therefore, it shall take effect immediately upon its passage and approval by the Mayor, and the City's municipal natural gas aggregation program shall thereafter commence in accordance with the adopted Plan of Operation and Governance that has been established pursuant to Chapter 4929 of the Ohio Revised Code.

Passed: MAY 15, 2006

Attest:



James M. Nicholson  
Clerk of Council

  
Daniel C. Headapohl, President  
Grandview Heights City Council

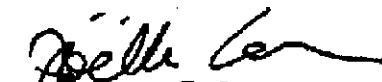
I, JAMES M. NICHOLSON, Clerk-Auditor of The City of Grandview Heights, Ohio, do hereby certify that the above is a true and correct copy.

  
Clerk-Auditor

Approved Not Approved

Date: May 16, 2006

Approved as to form:

  
Marie-Joëlle C. Khouzam  
City Attorney

  
Ray E. DeGraw, Mayor

I HEREBY CERTIFY THAT PUBLICATION OF THE FOREGOING ORDINANCE OF RESOLUTION WAS MADE BY POSTING TRUE COPIES THEREOF AT TWO (2) OF THE CITY'S PUBLIC PLACES IN GRANDVIEW HEIGHTS AS DETERMINED BY THE CITY COUNCIL PURSUANT TO O.R.C. § 231.05 TO WIT GRANDVIEW HEIGHTS MUNICIPAL OFFICE, 100 E. ERISON ST., GRANDVIEW HEIGHTS, OHIO 44131-1000, ON THE 15TH DAY OF MAY 2006.

Date: May 16, 2006

**FINAL PLAN OF OPERATION AND GOVERNANCE FOR MUNICIPAL GAS  
AGGREGATION**

**Exhibit A**

# **CITY OF GRANDVIEW HEIGHTS**

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

**ADOPTED BY CITY COUNCIL  
MAY 15, 2006**

# **FINAL PLAN OF OPERATION AND GOVERNANCE FOR MUNICIPAL GAS AGGREGATION**

## **Overview**

At the November 8, 2005 general election, local residents authorized the City of Grandview Heights (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 Grandview Heights City Council for approval.

The Aggregation Program covers the natural gas supply portion only of a participant's natural gas bill. Columbia Gas of Ohio (COH) 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). COH will also continue to install, operate and maintain its system of



## **FINAL PLAN OF OPERATION AND GOVERNANCE FOR MUNICIPAL GAS AGGREGATION**

pipelines, Rights of Way, meters and other natural gas distribution components. Aggregation Program participants should continue to call COH if their natural gas is interrupted or if they have billing questions. The PUCO will continue to oversee COH natural gas safety and reliability service standards.

Oversight of the Aggregation Program will be the responsibility of the Director of Administration, who shall report to the Mayor. The Director of Administration, 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 Administration 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 Director of Administration 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, COH, 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 COH 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

## **FINAL PLAN OF OPERATION AND GOVERNANCE FOR MUNICIPAL GAS AGGREGATION**

CRNGS Provider contract, through traditional proceedings related to COH distribution services; and through direct discussions with COH 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 COH 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 COH 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 COH 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 Grandview Heights 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 Grandview Heights City Council approval and filing with the PUCO.

## **FINAL PLAN OF OPERATION AND GOVERNANCE FOR MUNICIPAL GAS AGGREGATION**

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 COH.

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 COH 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 COH 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 Grandview Heights 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 COH**
3. **Have a service agreement under COH Gas Transportation Service Tariff**
4. **Successfully completed Electronic Data Interchange (EDI) computer system testing with COH 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**

## **FINAL PLAN OF OPERATION AND GOVERNANCE FOR MUNICIPAL GAS AGGREGATION**

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.

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.

COH 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 COH 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 Columbia Gas of Ohio's (COH) 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 Grandview Heights City Council, the CRNGS Provider will work with the City and COH 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.

## **FINAL PLAN OF OPERATION AND GOVERNANCE FOR MUNICIPAL GAS AGGREGATION**

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 COH notifying them of their enrollment. Consumers will have seven calendar days to notify COH of any objection to their enrollment in the Aggregation Program. COH 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 COH;
- 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 CRNGS 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 COH 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 COH 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.

## **FINAL PLAN OF OPERATION AND GOVERNANCE FOR MUNICIPAL GAS AGGREGATION**

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 COH established tariff rates until such time as the consumer selects another approved CRNGS Provider.

### **5. Customer Billing Procedures**

The City plans to utilize COH consolidated billing service in which each consumer account receives one bill itemizing the CRNGS Provider's natural gas supply charges and COH 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 1/2 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. COH 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 COH at 800-344-4077. Meter reading or other billing questions should also be directed to COH at the same number. Questions regarding Aggregation Program enrollment or opting out should be directed to the CRNGS Provider. General questions and concerns should be directed to either the office of the Director of Administration, City of Grandview Heights. 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.

**FINAL PLAN OF OPERATION AND GOVERNANCE FOR MUNICIPAL GAS AGGREGATION**

Question or Concern	contact	Telephone Number
Natural gas outage or interruption	COH	800-344-4077
Turn natural gas on or off	COH	800-344-4077
Meter reading/billing	COH	800-344-4077
To enroll in or opt-out of the Aggregation Program	CRNS Provider –	800 - ###-####
Aggregation Program Questions or concerns	Director of Administration	614 481-6215
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 COH. That is, they will not be automatically included 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 COH 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 COH.

## FINAL PLAN OF OPERATION AND GOVERNANCE FOR MUNICIPAL GAS AGGREGATION

### **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 Grandview Heights' 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 COH who supplies or offers to supply a competitive retail natural gas service over the COH natural gas distribution system. This term does not apply to COH in its provision of standard offer natural gas service.



## **FINAL PLAN OF OPERATION AND GOVERNANCE FOR MUNICIPAL GAS AGGREGATION**

### ***Consumer***

Any person or entity that is an end user of natural gas and is connected to any part of COH natural gas distribution system within the City of Grandview Heights' corporation limits.

### ***Delivery Charge***

Charge imposed by COH 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 COH owned pipelines, meters and other equipment. COH 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 4928.20 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.

## **FINAL PLAN OF OPERATION AND GOVERNANCE FOR MUNICIPAL GAS AGGREGATION**

### ***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 Grandview Heights' 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.

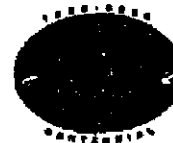
## **EXHIBIT 3**

# **AUTOMATIC AGGREGATION DISCLOSURE**

**EXHIBIT 4**

**OPT-OUT NOTIFICATION**

# SAMPLE



November 20, 2009

Dear City of Grandview Heights Resident:

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

Under governmental aggregation, Grandview Heights acts on behalf of natural gas consumers in the community to negotiate a gas supply contract with eligible suppliers. Both Grandview Heights and eligible retail natural gas suppliers have to be certified by the Public Utilities Commission of Ohio. Grandview Heights City Council passed ordinance no. 05-33 on August 10, 2005 adopting this program after Grandview Heights voters approved the implementation of the program. Your enrollment in the Grandview Heights Aggregation Program will begin within one to two billing periods after submission of your account to Columbia Gas of Ohio (Columbia) and end with your October 2010 billing period.

Your new price under this program will be 0.629 per CCF through your October 2010 billing period. While Columbia's price changes each month, this rate of 0.629 per CCF is a fixed rate and guaranteed through your October 2010 billing period. To see how this rate compares with other fixed price offers that are available to you, you may visit the Public Utilities Commission of Ohio Apples to Apples Comparison Charts at [www.puco.ohio.gov](http://www.puco.ohio.gov).

There is no charge to join the program. If you are ever unhappy with this price you may leave the program free of charge at any time. Please refer to the attached Terms and Conditions for full details of this offer. Prior to your November 2010 billing period, you will be contacted again with a new offer to be in effect for your November 2010 through October 2011 billing periods.

You will be automatically enrolled in Grandview Heights's 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 City of Grandview Heights Natural Gas Aggregation Program, you must return the enclosed "Opt-Out" Form or contact IGS Energy at 1-877-448-6719 by December 11, 2009. If you do not cancel or opt-out at this time, you will be enrolled in the program until you cancel or it expires.

Under this aggregation, Columbia 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 Columbia for your natural gas service that will include a gas supply charge from IGS Energy and sales tax in place of the Gas Cost Recovery plus gross receipts tax charged by Columbia. You will still contact Columbia 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 Columbia.

If you have any questions please call IGS Energy at 1-877-448-6719, weekdays, from 8:00 a.m. to 5:00 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](http://www.PUCO.ohio.gov)).

Sincerely,  
The City of Grandview Heights and IGS Energy

P.S. Remember to return the "Opt-Out" form only if you do not want to participate in the 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 Grandview Heights, you have received this letter in error. Please contact IGS Energy at 1-877-448-6719 to be removed from the aggregation list.

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

12 digit account number as it appears on your Columbia Gas of Ohio gas bill.

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I wish to opt out of the Grandview Heights Natural Gas Governmental Aggregation Program.

(Check box to opt out)

☐

Name (Please Print) \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone Number \_\_\_\_\_

Email Address \_\_\_\_\_

Signature (REQUIRED) \_\_\_\_\_

Promo Code:

0000001

# SAMPLE

AMPOCOH-GRANDVIEW10-OPTOUT

My Natural Gas Supply Agreement with IGS Energy<sup>2</sup>

Keep for your records

**Terms:** The community's opt-out government aggregation program (the "Program") and my service with Interstate Gas Supply, Inc. (hereinafter referred to as "IGS Energy") and the consumer will be referred to in this form as "my", "me" or "I". My supplier on the Program will begin within one to two billing cycles after my enrollment or the change is confirmed with the utility company and shall continue through my October 2011 utility billing cycle, unless notified otherwise. IGS Energy will supply the commodity portion of my natural gas and Columbia Gas of Ohio will be my Natural Gas Distribution Company ("NGDC"). I can contact the IGS Energy choice department by phone at 1-800-820-4474, by fax at 614-823-0470, 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 any 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.

**Prices:** My price through my October 2010 billing cycle will be \$0.828 per Ccf, which does not include applicable sales tax or NGDC transportation and other charges. Beginning with my November 2010 billing cycle and thereafter, my community, with the consent and agreement of IGS Energy, will have the right to determine the price of my gas each month through my October 2011 billing cycle. In the event my community and IGS Energy cannot establish the price for any month after October 2010, as described herein, then this agreement will terminate and I will be returned to the NGDC for supply service.

**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 the choice 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 start 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.

**Withdrawal 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. 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 rescind this agreement as detailed below.

**Cancellation:** Either party can cancel this Agreement within the first 30 days of enrollment with IGS Energy by providing the other with notice of cancellation, with no cancellation fee. At any other time either party can cancel this agreement with notice to the other, without a cancellation fee. Cancellation notices provided after the NGDC deadline may result in additional month(s) of service beyond the cancellation notice date, as the effective date of all cancellations are subject to NGDC guidelines and I agree to continue to pay for my service with IGS Energy for all periods billed with IGS Energy. I understand that if I switch my service to another supplier or back to the NGDC in 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 Resolution:** 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 6:00 p.m. EST at 1-800-820-4474, by fax 614-823-0470, in writing at P.O. Box 9060, Dublin, OH 43017, or through their web site at [www.igsenergy.com](http://www.igsenergy.com). Also, I can contact IGS Energy through e-mail at [choices@igsenergy.com](mailto:choices@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 1-800-880-7828 or for TDD/TTY toll free at 1-800-585-1570, from 8:00 a.m. to 5:30 p.m. weekdays, or visit the PUCO website at [www.puco.ohio.gov](http://www.puco.ohio.gov). The Ohio Consumers' Council (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted toll free at 1-877-742-5822 from 8:00 a.m. to 5:00 p.m. weekdays or visit [www.pdccc.org](http://www.pdccc.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 that 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 discontinue my service, according to their 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, repair, or replacement 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 any 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 business. 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 5,000 CCF 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 4901.1-02. 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 re-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 rates 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 affirm 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 Grandview Heights Natural Gas Aggregation Program.

Return by **December 11, 2009** to:

Natural Gas Governmental Aggregation Program

PO Box 9060

Dublin, Ohio 43017-0960

Form: AMPOCOH-GRANDVIEW10-OPTOUT

**EXHIBIT 5**

**EXPERIENCE STATEMENT**

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

- 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 Grandview Heights.

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 Grandview Heights 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:**

- 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 interests of 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 CHOICE<sup>SM</sup> 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.