



SHAKER HEIGHTS

February 28, 2018

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

Re: *In the Matter of the Application of the City of Shaker Heights,
For Re-Certification as a Governmental Aggregator
Case No. 06-0474-GA-GAG*

To Whom It May Concern:

Enclosed please find the City of Shaker Heights' completed **RE-CERTIFICATION APPLICATION FOR GOVERNMENTAL AGGREGATORS** notarized and signed by an authorized official, 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, Paul Grodecki of AMPO, Inc., at pgrodecki@amppartners.org.

Respectfully submitted,

William M. Ondrey Gruber
Director of Law



Public Utilities Commission

PUCO USE ONLY – Version 1.07		
Date Received	Renewal Certification Number	ORIGINAL GAG Case Number
		06 - 0474 - 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, 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 Shaker Heights
Address 3400 Lee Road, Shaker Heights, OH 44120-3493
Telephone No. 216-491-1440 Web site address shakeronline.com
Current PUCO Certificate Number 06-112G(6) Effective Dates May 30, 2016 - May 30, 2018

A-2 Contact person for regulatory or emergency matters:

Name William M. Ondrey Gruber Title Director of Law
Business Address 3400 Lee Road, Shaker Heights, OH 44120-3493
Telephone No. 216-491-1445 Fax No. 216-491-1447 Email Address william.gruber@shakeronline.com

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

Name William M. Ondrey Gruber Title Director of Law
Business address 3400 Lee Road, Shaker Heights, OH 44120-3493
Telephone No. 216-491-1445 Fax No. 216-491-1447 Email Address william.gruber@shakeronline.com

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

Customer service address 3400 Lee Road, Shaker Heights, OH 44120-3493
Toll-Free Telephone No. 216-491-1440 Fax No. 216-491-1447 Email Address william.gruber@shakeronline.com

SECTION B - APPLICANT AUTHORITY AND AGGREGATION PROGRAM INFORMATION

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED

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

Applicant Signature and Title



Chief Administrative Officer

Sworn and subscribed before me this

28th

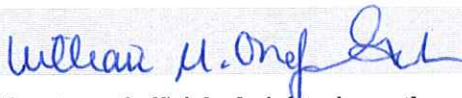
day of

February

Month

2018

Year



Signature of official administering oath

William M. Ondrey Gruber
Director of Law

Print Name and Title



My commission expires on

NA

WILLIAM M. ONDREY GRUBER, Attorney
NOTARY PUBLIC - STATE OF OHIO
My Commission Has No Expiration Date
Section 147.03 R.C.



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 Shaker Heights)

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

Case No. 06-0474 -GA-GAG

County of Cuyahoga
State of Ohio

Jeri E. Chaikin, Chief Administrative Officer

[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

Chief Administrative Officer

Sworn and subscribed before me this

28th

day of

February

Month

2018

Year

Signature of Official Administering Oath

Signature of Official Administering Oath

William M. Ondrey Gruber
Director of Law

Print Name and Title

My commission expires on

NA

WILLIAM M. ONDREY GRUBER, Attorney
NOTARY PUBLIC - STATE OF OHIO
My Commission Has No Expiration Date
Section 147.03 R.C.

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

EXHIBIT B-1

AUTHORIZING ORDINANCE

EXHIBIT B - 1 - AUTHORIZING ORDINANCE

**ORDINANCE NO. 03-100
BY: Jan M. Devereaux**

Authorizing all actions necessary to effect a governmental retail natural gas aggregation program with opt-out provisions pursuant to Ohio Revised Code Section 4929.26, directing the Cuyahoga County Board of Elections to submit a ballot question to the electors, and declaring an emergency.

WHEREAS, the Ohio Legislature has enacted retail natural gas aggregation legislation ("H.B. No. 9"), which authorizes the legislative authorities of municipal corporations, townships and counties to aggregate the retail natural gas loads located in the respective jurisdictions and to enter into service agreements to facilitate for those loads the purchase and sale of natural gas; and

WHEREAS, such legislative authorities may exercise such authority jointly with any other legislative authorities; and

WHEREAS, governmental aggregation provides an opportunity for residential and small business customers collectively to participate in the potential benefits of the competitive retail natural gas market through lower natural gas rates, which they would not otherwise be able to have individually; and

WHEREAS, this Council seeks to establish a governmental aggregation program with opt-out provisions pursuant to the authority conferred by Section 4929.26, Ohio Revised Code (the "Gas Aggregation Program"), for the residents, businesses and other natural gas consumers in the City, either on its own or in conjunction jointly with any other municipal corporation, township, county, or other political subdivision of the State of Ohio, as permitted by law.

NOW, THEREFORE, BE IT ORDAINED, by the Council of the City of Shaker Heights, State of Ohio:

Section 1. This Council finds and determines that it is in the best interest of the City, its residents, businesses and other natural gas consumers located within the corporate limits of the City to establish an opt-out Gas Aggregation Program in the City. Provided that this ordinance and the Gas Aggregation Program are approved by the electors of the City pursuant to Section 2 of this ordinance, the City is hereby authorized to aggregate pursuant to the authority conferred by and in accordance with Ohio Revised Code Section 4929.26 the retail natural gas loads located within the City, and, for that purpose, to enter into service agreements to facilitate for those loads the sale and purchase of natural gas. The City may exercise such authority jointly with any other municipal corporation, township or county

or other political subdivision of the State of Ohio to the full extent permitted by law. The gas aggregation will occur automatically for each retail natural gas customer proposed to be aggregated, as permitted by law, and will provide for the opt-out rights described in Section 3 of this ordinance. The opt out Gas Aggregation Program will not apply to persons meeting any of the following criteria, as more specifically described in Section 4929.26 (A) (2) Revised Code: (a) persons who are both a distribution customers and mercantile customers, (b) persons having an existing commodity sales service contract with a retail natural gas supplier, (c) persons who have commodity sales service as part of a retail natural gas aggregation pursuant to rules and orders of the Public Utilities Commission of Ohio, or (d) such other persons who are not eligible customers pursuant to rules and orders of the Public Utilities Commission of Ohio.

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

Shall the City of Shaker Heights have the authority to aggregate the retail natural gas loads located in the City, and for that purpose, enter into service agreements to facilitate for those loads the sale and purchase of natural gas, such aggregation to occur automatically as permitted by law except where any person elects to opt-out, pursuant to the authority conferred by and in accordance with Ohio Revised Code Section 4929.26 and Ordinance No. 03-100 enacted by the City Council?

The Clerk of this Council is instructed immediately to file a certified copy of this ordinance and the proposed form of the ballot question with the County Board of Elections not less than seventy-five (75) days prior to November 4, 2003. The Gas Aggregation Program shall not take effect unless approved by a majority of the electors voting upon this ordinance and the Gas Aggregation Program provided for herein at the election held pursuant to this Section 2 and Ohio Revised Code Section 4929.26.

Section 3. Upon the approval of a majority of the electors voting at the general election provided for in Section 2 of this ordinance, this Council individually or jointly with any other political subdivision, 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 a natural gas customer within the City unless it in advance clearly discloses to the customer that the customer 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 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 enactment 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. Notice of the passage of this ordinance shall be given by publishing the title and abstract of its contents, by the Clerk of Council, once in one newspaper of general circulation in the City of Shaker Heights.

Section 6. This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare for the reason that it is necessary in the current operation of the City, and further, that it is required to file a certified copy of this ordinance and the proposed form of the ballot question with the Board of Elections of Cuyahoga County no later than seventy-five (75) days prior to the November 4, 2003, election, as provided herein; therefore, this ordinance shall take effect immediately upon its enactment and approval by the Mayor.

Enacted July 28, 2003.

Approved this 30th day of July, 2003.

J. Lawson
JUDITH H. RAWSON, Mayor

Attest:

J. Chaikin
JERI E. CHAIKIN
Clerk of Council

CERTIFICATION

The undersigned does hereby certify that the foregoing is a true and correct copy of Ordinance No. 02-100, adopted by the Council of the City of Shaker Heights.

J. Chaikin
Clerk of Council

Date March 20, 2006

EXHIBIT B-2

**OPERATION AND GOVERNANCE
PLAN**

EXHIBIT B – 2
PLAN OF OPERATION AND GOVERNANCE

CITY OF
SHAKER HEIGHTS

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

ADOPTED BY CITY COUNCIL
IN ORDINANCE NO. 06-21
ENACTED ON FEBRUARY 27, 2006

A. Overview

At the November 2003 general election, residents of the City of Shaker Heights (the "City") authorized 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 Aggregation Program, all eligible natural gas consumers within the City's corporation limits will be automatically included in the Aggregation Program, unless they opt-out or decline participation in the Aggregation Program.

The City's purpose in creating the Aggregation Program is to represent the interests of its residents and businesses that have not or do not choose to select their gas supplier on their own, in order to aggregate the natural gas loads within the City and negotiate affordable, competitive, and reliable natural gas supplies and other related services on their behalf.

Many small commercial and residential natural gas consumers lack the leverage, interest or knowledge 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 more effectively participate in the competitive gas supply process and its benefits.

B. Adoption of the City's Plan of Operation and Governance and Certification of the City as an Aggregator

The City developed this Plan of Operation and Governance in compliance with Ohio law regarding municipal opt-out aggregation of natural gas consumers. Two public hearings were held prior to its adoption on February 13 and 22, 2006, after the hearings were advertised in the Sun Press Newspaper, a newspaper of general circulation in the City, on February 2 and 9, 2006.

The Shaker Heights City Council has approved through ordinance this Plan of Operation and Governance for the City's Aggregation Program, in accordance with Ohio Revised Code Section 4929.26. Amendments to the Plan of Operation and Governance must be approved by Shaker Heights City Council, and filed with the Public Utilities Commission of Ohio (PUCO).

This approved Plan of Operation and Governance will be filed with the PUCO and the City will request approval of its governmental aggregator certification. The City will also register as a governmental aggregator with Dominion East Ohio (DEO).

C. Aggregation Program Services

The City's goal is to enter into a contract with a Competitive Retail Natural Gas Services Provider or Providers ("Gas Supplier") for firm, all-requirements natural gas service for the aggregated residential and commercial customers. The City will select a Gas Supplier through a competitive process, and will base its selection on the rates for the Supplier's gas supply, its experience as a supplier for aggregations, its financial stability, and its services to customers.

The City will seek an affordable, competitive rate, possibly with options for consumers, reliable gas supply, good service quality, and other favorable services and terms for customers.

The City will require that the Gas Supplier with which the City enters into an aggregation contract must meet the following minimum criteria:

- Be a PUCO Certified Gas Supplier.
- Be registered with DEO.
- Have a service agreement under DEO Gas Transportation Service Tariff.
- Successfully completed Electronic Data Interchange (EDI) computer system testing with DEO and that Gas Supplier's EDI computer system is capable of effectively processing Aggregation Program EDI transactions in a timely manner.
- Meet standards of creditworthiness established by the City.
- Have a customer call center capable of effectively handling participants' questions, concerns and disputes in a timely manner using a toll-free telephone number.
- Hold the City harmless from any financial obligations arising from offering natural gas and/or energy-related services to Aggregation Program participants.
- Disclose any subcontractors that it uses in fulfillment of the services under the contract.
- Develop internal controls and processes to help ensure that the City remains in good standing under State law and regulations as a governmental aggregator, and as such laws and regulations may be periodically amended.

The City will not buy and resell natural gas itself, except that the City will purchase gas supply for its own facilities. Instead, the City will represent the collective interests of natural gas customers in the City to select a supplier and negotiate the terms and conditions for service. Each participating customer will be contractually responsible to the Gas Supplier to pay for the gas supply services used by the customer. When the City's aggregation contract with a gas supplier has been finalized, it will be submitted to the Shaker Heights City Council for approval.

The Aggregation Program will provide for only the natural gas supply portion of each participant's natural gas service, and the charges of the gas supply will only be a portion of each customer's gas bill. DEO will continue to deliver natural gas to Aggregation Program participants through its natural gas distribution system as a monopoly function regulated by the PUCO. DEO will also continue to install, operate and maintain its system of pipelines, rights of way, meters and other natural gas distribution components. Aggregation Program participants will continue to call DEO if their natural gas is interrupted, if they have a gas leak or if they have billing questions. The PUCO will continue to oversee DEO natural gas safety and reliability service standards.

Oversight of the Aggregation Program will be the responsibility of the Chief Administrative Officer (CAO) of the City. The CAO, subject to the approvals of the Mayor and City Council, will have the authority to develop specifications for the Aggregation Program, to appoint an Aggregation Program Manager, and to select, hire and manage the Gas Supplier. Due to the complexity of the natural gas utility industry and the uncertainties of its associated restructuring activities, the CAO may contract with a consultant or consultants to provide the necessary expertise to represent the City's interests in legislative and regulatory matters and/or to serve as the Aggregation Program Manager. Such services may include, but would not be limited to,

facilitating consumer enrollment and opt-out, assisting with consumer education, addressing consumer questions and concerns, providing reports on program operation, enrollment, rates and savings, negotiating future Gas Supplier contracts, and representing the City in dealings with Gas Suppliers, DEO, the Ohio General Assembly, the PUCO and the Ohio Consumer's Counsel (OCC).

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

Natural gas service reliability is essential to Aggregation Program participants. The City will strive to provide high-quality service and reliability through provisions of the Gas Supplier contract, through traditional proceedings related to DEO distribution services, and through direct discussions with DEO concerning specific or general problems related to quality and reliability of its distribution system.

If for any reason a Gas Supplier fails to provide uninterrupted service, the City will attempt to acquire an alternative natural gas supply. If this attempt fails, participants will default to DEO as the gas supplier at established tariff rates. In no case will participants be without natural gas as the result of the Gas Supplier's failure to provide uninterrupted service. The City will seek to minimize this risk by contracting only with reputable Gas Suppliers that demonstrate reliable service. The City also intends to include conditions in its Gas Supplier 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 Gas Supplier, 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 of service.

All consumers within the City's corporation limits shall be eligible to participate in the Aggregation Program, except as otherwise provided under this Plan, Ohio law, PUCO rules and regulations, and DEO tariffs. The City will endeavor to communicate with all City residents and businesses to explain the terms and conditions of eligibility prior to conducting the process of customer sign-up.

Service under the Aggregation Program shall include all eligible customer classes in adherence with universal service principles and requirements, and the City's non-discriminatory policies and practices. Gas Supplier contracts shall contain provisions to maintain these principles and equitable treatment of all customer classes.

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

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 Gas Supplier 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 Program termination and have the ability to return to DEO General Service Rate or select another approved Gas Supplier.

D. Determination of Rates

The City will not buy natural gas and resell it to Aggregation Program participants. The City will aggregate natural gas loads within the City, including municipal facilities. Individual customers will have a contractual relationship with the Gas Supplier, and will be individually and solely responsible for payment to the gas Supplier for the gas supplied.

Through a competitive selection process, the City will select a Gas Supplier or Suppliers and then negotiate a contract(s) with the Supplier or Suppliers for firm, all-requirements service. The contract will provide for the supply of natural gas at a fixed rate for a certain period, and/or variable rate for a certain period, and will contain provisions as to service. The Gas Supplier's contract will run for a fixed term (i.e., one to five years) and contain all pricing, charges, early termination fees, and sales tax, in clear and easily understood terms.

Gas Suppliers will supply information on natural gas supply rates according to the DEO customer rate classifications, or according to other appropriate pricing categories, 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 Shaker Heights City Council.

The Gas Supplier's rates will include an administrative fee, which will be collected on behalf of the City to fund the implementation and administration of the City's Aggregation Program. The administrative fee will be adjusted annually to cover the City's cost of administering the program. The fee will be reviewed annually to ensure that the amounts collected do not exceed the cost of administering the Aggregation Program.

DEO assigns customer rate classifications, character of service and associated regulated rates subject to PUCO approved tariffs. In addition to the Gas Supplier's gas service charges,

consumers will continue to be billed for DEO service and delivery charges. Although the City may participate in regulatory proceedings and represent the interests of consumers regarding these regulated rates, it cannot assign or alter customer rate classifications.

E. Enrollment in the Program

(1) Initial Automatic (“Opt Out”) Enrollment

Initially, each eligible customer within the City will be automatically included in the Aggregation Program, unless the customer opts out of the Program. Prior to enrollment in the Program, each customer will receive a notice from the City detailing the Aggregation Program’s rates, terms and conditions. The City will endeavor to communicate with all residents and businesses in the City, whether they are eligible or not, prior to the enrollment notice being mailed. The City may offer, through the Gas Supplier, an “opt in” program for City residents and small businesses not included in the “opt out” mailing at the time of the original “opt out” enrollment period.

After receiving the enrollment notice, each customer will have a 21-day period to opt-out of or decline to participate in the Aggregation Program without charge. After the 21-day opt-out period has elapsed, all eligible customers who have not notified the City of their desire to opt out of the Aggregation Program will be enrolled by the Gas Supplier at the earliest date practicable. Customers opting out of the Program will remain on DEO’s established tariff rates until such time as they may choose to select an approved Gas Supplier on their own.

Customers enrolled in the Aggregation Program by the Gas Supplier will receive a letter from DEO notifying them of their enrollment. Customers will have seven calendar days to notify DEO of any objection to their enrollment in the Aggregation Program (“rescission period”). DEO will notify the Gas Supplier of any customer objections or any reason that a customer was not enrolled in the Aggregation Program.

(2) Periodic Two-Year “Opt Out” Periods

An opt-out period will be offered every two years during which time customers can leave the Aggregation Program without paying an early termination fee. This two-year re-opener is mandated by State law. Customers 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 customer who opts out of the Aggregation Program will be returned to DEO established tariff rates until such time as the customer selects another approved Gas Supplier.

(3) Termination from the Program

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.

Customers in the Program may be terminated from the Program if they become delinquent in payment of their gas bill or if they otherwise become ineligible (e.g. enroll in the PIPP Program, or move out of the City)

(4) Enrollment Into the Program

Customers who wish to opt into the Program, including new residents, may be allowed, as negotiated with the Gas Supplier and included within the Supplier's contract.

(a) New Residents

Customers who move into the City after the initial opt-out period will not be automatically included in the Program, but will be afforded an opportunity to enroll under the terms and conditions as spelled out in the Supplier's contract.

(b) Program Participants Who Move Within the City

Program participants who move within the City after the initial opt-out period, who are given a new account number by DEO, will not be automatically included in the Program, but will be given an opportunity to re-enroll under the terms and conditions as spelled out in the Supplier's contract.

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

(c) Customers Who Opt Out and Later Want to Opt 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 Program, but will be given an opportunity to enroll. However, the City cannot guarantee that rates, terms and conditions to customers enrolling in the Aggregation Program after the initial 21-day opt-out period will match those of the initial enrollees.

(d) Customers Who Are Ineligible and Later Become Eligible

Customers may also become eligible for the Program when their contract with another supplier expires or if they cancel their contract with another supplier. Also, customers may leave the PIPP Program because they are no longer eligible, or if a PIPP-eligible person living in a household moves out. Such customers may be allowed to enroll under the terms of the contract with the Supplier.

(e) General Terms of Enrollment After the Initial Enrollment

The timing and terms of enrollment for new residents, those moving who get new account numbers, or newly eligible residents will be included in the negotiated contract with the Supplier. Such customers will have to contact the Program's Gas Supplier for specific enrollment information and instructions. The Gas Supplier has a right of refusal in accordance with criteria described in this Plan and the Supplier's contract. The City cannot guarantee that the rates, terms and conditions for customers enrolling in the Aggregation Program after the initial 21-day opt-out period will match those of the initial enrollees.

F. Eligibility for the Aggregation Program

The selected Gas Supplier will work with the City and DEO to identify all eligible customers within the City. Pursuant to State law, only eligible customers will receive the City's opt-out letter notifying customers of their opportunity to participate in the Aggregation Program. Customers who meet the following criteria are eligible to become participants in the Aggregation Program:

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

The Gas Supplier will build and maintain a database of all Aggregation Program participants. The database will include the name, address and DEO account number, and may include other pertinent information as agreed upon by the City and the Gas Supplier. Such information may include the Gas Supplier's account number (if different from DEO's 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 Gas Supplier will report to the City the status of Aggregation Program enrollment on at least a monthly basis.

G. Customer Billing Procedures

The City intends to utilize the DEO consolidated billing service in which each customer account receives one bill from DEO itemizing the Gas Supplier's natural gas supply charges, DEO delivery and service charges, 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 Gas Supplier consolidated billing, if and when they become available and if it appears advantageous to do so.

H. Credit and Deposit Policies

Collection, credit and deposit procedures and compliance are the responsibility of DEO, the Gas Supplier and the individual customer. Customer participants in the Aggregation Program are required to make payments and comply with the payment terms of DEO. The City will not be responsible for late or non-payment on the part of any of the Aggregation Program participants. The City will have no separate credit or deposit policy. The Gas Supplier shall not be permitted to charge more than 1½ percent per month for overdue balances owed to the Supplier.

Customers who have budget billing with DEO will be able to continue such billing under the Program.

I. The City's Customer Service Procedures and Dispute Resolution

The Aggregation Program only impacts the source of natural gas supply. DEO will continue to deliver the natural gas purchased through the Aggregation Program to participants' homes and businesses through its natural gas distribution system. Participants with questions or concerns regarding service delivery or safety, such as a natural gas outage or odor of gas, must continue to contact DEO at 877-542-2630. Meter reading or other billing questions must also be directed to DEO at the same number. Questions regarding Aggregation Program enrollment or opting out should be directed to the Gas Supplier. General questions and concerns should be directed to the Office of the CAO, City of Shaker Heights, 3400 Lee Road, Shaker Heights, Ohio 44120, (216) 491-1421.

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.

Questions or Concerns	Contacts	Telephone Numbers
Natural gas outage/interruption	DEO	877-542-2630
Turn natural gas on/off	DEO	800-362-7557
Meter reading/billing	DEO	800-362-7557
Enroll or opt-out of Aggregation Program	Gas Supplier – xxxxxx Hrs: Mon–Fri: 8a.m.– 5p.m.	800-xxx-xxxx
Aggregation Program Questions or concerns	CAO's Office	216-491-1421
Unresolved disputes (residential customers)	Ohio Consumer's Counsel	877-742-5622
Unresolved disputes (all customers)	Public Utilities Commission of Ohio	(800)-686-7826 (voice) (800)-686-1570 (TDD)

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 Shaker Heights's Municipal Natural Gas Aggregation Program.

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

Competitive Retail Natural Gas Service Provider (Gas Supplier) - A person or entity certified by the PUCO and registered with DEO who supplies or offers to supply a competitive retail natural gas service over the DEO natural gas distribution system. This term does not apply to DEO in its provision of standard offer natural gas service.

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

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

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

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

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

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

Natural Gas Supply Charge - All charges related to the acquisition of natural gas by the Gas Supplier, 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 Shaker Heights's Municipal Natural Gas Aggregation Program.

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

wog06/gasaggregation/0223planofoperation

where father Bob was team dentist for the Steelers.

"I used to go to summer camps with my dad," Gray said. "One of my mentors is Ralph Barke, the retired athletic trainer of the Pittsburgh Steelers. I owe a lot to him as far as my career development."

Gray, who was head athletic trainer at Oberlin College from 1977-81, believes the Brush class is a good educational experience for students.

"We're teaching a sports medicine class that's normally taught in college," Gray said. "We're teaching it at the high-school level to see if these kids have an interest in going into sports medicine, which a couple already have shown."

"Hopefully, if these kids see an injury, whether it's on the athletic field or on the playground, they'll know what to do. The most important thing is how not to make the injury worse. That's probably one of the biggest keys when we talk to the students."

Some may have an opportunity to work as student assistant trainers in spring or fall, providing primary first aid for an injured athlete until Chapin can evaluate them.

"I think this is a win-win situation for the kids and the student athletes here," Gray said.

Plans are to expand the class to beginning and advanced levels next year at Brush, with the possibility of offering the program at other schools in the future.

(Garnon (1:45.36).

Also in the winner's circle for Shaker was Cobbin Sykes, who won the 100 breast in 1:05.12, followed by teammate Scott Rownd (1:09.35). Taking fourth was the Raiders' Sam Chvostov in 1:10.52.

Shaker, which outscored

menemen taking third (1:02.99).

The 500 free found a flock of Raiders behind Lakewood's Anderson, who swam 4:56.85. The 2-3-4-5 finish comprised Fraser (5:11.26), Brody (5:15.07), John Gruber (5:25.13) and Kevin Gamro (5:25.22).



The Tackle the Tower Stair Climb is Feb. 11. The run up 42 flights of stairs to the top of the Terminal Tower starts at 9 a.m., with runners going off every 10 seconds.

Proceeds will benefit the Ronald McDonald House of Cleveland, which provides accommodations to families with children receiving hospital care.

Register for the race at the www.homesofcleveland.com.

PUBLIC NOTICE **CITY OF SHAKER HEIGHTS MUNICIPAL** **NATURAL GAS AGGREGATION PROGRAM** **PLAN OF OPERATION AND GOVERNANCE** **NOTICE OF PUBLIC HEARINGS**

Please be advised that the City of Shaker Heights will hold two public hearings on the City's proposed municipal natural gas aggregation program Plan of Operation and Governance. The hearings will be held at the following times:

- Monday, February 13, 2006 at 8 a.m.
- Wednesday, February 15, 2006 at 10 a.m.

Both hearings will be held in City Council Chambers, City Hall, 3400 Lap Road, Shaker Heights, Ohio. After the hearings and any questions are asked, the Plan of Operation and Governance will be submitted to City Council for approval.

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

Ownership of the Aggregation Program will be the responsibility of the Chief Administrative Officer of the City, who will report to City Council. The City will seek to develop a contract with a Competitive Retail Natural Gas Supplier (the Provider) for natural gas service. Any contract entered into by the City will run for a fixed term.

Every eligible customer of Distribution East Ohio Gas (DEO) that was natural gas before the City will be automatically included in the Aggregation Program in a non-opt-out basis, unless the customer notifies the City that the Provider is willing and the customer does not want to participate. Prior to agreement, every eligible customer will receive a notice from the City stating the terms, terms and conditions to be entered in the City's Aggregation Program by the Gas Provider.

Every eligible customer will have a 21-day period to opt out of the Aggregation Program without charge. Customers opting out of the program will remain on DEO Standard Contract Service until such time as they select an approved Gas Provider. A daily 21-day opt-out period will be allowed at least once every two years during which time customers can leave the Aggregation Program without paying an early termination fee.

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

The Aggregation Program covers only the gas supply portion of a customer's natural gas bill. DEO will continue to deliver natural gas to the Aggregation Program participants through its natural gas distribution system. DEO will also continue to respond to reports of gas leaks, and handle gas service delivery emergencies. The City plans to use DEO established safety service to which each customer account receives gas bill handling the charges. For gas telephone numbers will be available to customer customer questions and concerns. For more information call 481-1444. To view the proposed Plan of Operation and Governance go to the City's website at www.shakerheights.com.

FISH SCHOOL
GAVE OF THE WEEK
BROWNE & COWAN INC.
Fri, Jan. 27th @ 10:00 p.m.
Only one General 18
Admission
Questions?
Call 216-575-8000
Note: Some of the items subject to change

SHAKER HEIGHTS SUN NEWS 2/2/06 & 2/9/06

ORDINANCE NO. 06-21
BY: Earl Williams, Jr.

Approving the Plan of Operation and Governance for the Municipal Natural Gas Aggregation Program of the City of Shaker Heights, and declaring an emergency.

WHEREAS, pursuant to Chapter 4929 of the Ohio Revised Code, the City is authorized to establish a natural gas aggregation program with automatic registration of participants for the provision of competitive retail natural gas service to the City's residents and small businesses, in order to provide opportunities for lower cost natural gas supply; and

WHEREAS, on November 4, 2003, the electors of the City authorized the City to create a municipal natural gas aggregation program for residents and small business natural gas customers in the City; and

WHEREAS, Section 4929.26(C) of the Ohio Revised Code requires that the City, in establishing a natural gas aggregation with automatic registration of customers, subject to the right of customers to "opt-out," adopt a Plan of Operation and Governance for its aggregation program; and

WHEREAS, the City held two public hearings on the City's proposed Plan of Operation and Governance, on February 13 and 22, 2006, after advertising said hearings in a newspaper of general circulation in the community for two consecutive weeks before the hearings, that is, on February 2 and 9, 2006, as required by state law, and the City advertised the public hearings and posted its Plan on the City's website.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Shaker Heights, State of Ohio:

Section 1. This Council hereby adopts the City of Shaker Heights Plan of Operation and Governance (attached hereto as Exhibit A) for the implementation and administration of the City's municipal natural gas aggregation program, in accordance with Section 4929.26(C) of the Ohio Revised Code.

Section 2. This ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public health, safety and welfare for the reason that it is necessary in the current operation of the City, and that opportunities to coordinate aggregation activities with certain suppliers of natural gas services may become limited, and therefore, this ordinance shall take effect immediately upon its enactment and approval by the Mayor, and that 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.

Enacted February 27, 2006.

Approved this ____ day of _____, 2006.

JUDITH H. RAWSON, Mayor

Attest:

JERI E. CHAIKIN
Clerk of Council

coun06/0222gasaggregationplan

EXHIBIT B-3

**AUTOMATIC AGGREGATION
DISCLOSURE**



Dear City of Shaker Heights Resident,

September 14, 2007

You currently participate in your community's Natural Gas Aggregation Program. Your current rate for natural gas, through this program, is set to expire with your October 2007 billing period.

IGS and your community are pleased to announce that a new fixed stable rate has now been secured for you. Effective with your November 2007 billing period, your new rate for natural gas will be **\$9.29 per MCF**, plus applicable taxes and Dominion East Ohio Gas charges.

Your new stable rate of \$9.29 represents a 28% reduction compared to your current rate and will remain in effect through your October 2008 billing period. Furthermore, your rate is the lowest 12 month fixed rate available in the marketplace, according to the Public Utilities Commission of Ohio's Apples to Apples chart for Dominion as of 08/08/07.

If you do not wish to continue participation in your community's natural gas aggregation program and purchase natural gas at a fixed stable rate of \$9.29 per MCF through October 2008, you may cancel your contract with IGS at no charge at any time. If you do nothing you will continue your service with IGS at \$9.29 per MCF through your October 2008 billing period.

If you have any questions regarding this letter or would like to be removed from the aggregation program, please contact us at 1-800-280-4474. You may also visit our website at www.ksenarmy.com.

Thank you once again for participating in your community's natural gas aggregation program with IGS.

Interstate Gas Supply
Customer Choice Department

Your customer ID number is:

Return Service Requested



Important Contract Renewal Information Enclosed





SHAKER HEIGHTS

IMPORTANT CONTRACT TERM CHANGE NOTIFICATION

Dear City of Shaker Heights Resident,

You recently received a letter from us, dated September 14, 2007.

In that letter we notified you that your new rate for natural gas under your community's natural gas aggregation program would remain in effect through your Dominion East Ohio Gas (Dominion) October 2008 billing period. This was not correct.

Your new rate of \$9.29 per MCF will remain in effect through your June 2008 billing period.

We apologize for our miscommunication and any confusion it may have caused.

Your rate of \$9.29 per MCF still represents a 20% reduction compared to your current rate and will provide you with price certainty all winter long.

If you do nothing you will automatically continue to participate in your community's natural gas aggregation program and purchase natural gas from IGS Energy at a fixed stable rate of \$9.29 per MCF effective with your Dominion November, 2007 billing period continuing through your June 2008 billing period.

If you have any questions regarding this letter or would like to be removed from your community's aggregation program at no charge, please contact IGS Energy at 1-800-280-4474. You may also visit our website at www.igsenergy.com.

Thank you once again for participating in your community's natural gas aggregation program with IGS Energy.

Interstate Gas Supply
Customer Choice Department

Your customer ID number is:

Return Service Requested



SHAKER HEIGHTS

Important Contract Renewal Information Enclosed



SHAKER HEIGHTS

EXHIBIT B-4

OPT-OUT NOTICE

EXHIBIT B-5

EXPERIENCE

The City of Shaker 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:

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

The Mayor, City Council and City Staff routinely negotiate for services and supplies that benefit the residents of Shaker 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 natural gas aggregation program.

Contractual Arrangements for Capability Standards

The City of Shaker Heights states that a valid contract exists with:

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

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

Detailed summary of the services being provided:

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

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

Documentation of Contracting Party's Experience in Energy Aggregation:

AMP, Inc.

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

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

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

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

AMPO, Inc.

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

EXHIBIT B-1

AUTHORIZING ORDINANCE

EXHIBIT B - 1 - AUTHORIZING ORDINANCE

ORDINANCE NO. 03-100

BY: Jan M. Devereaux

Authorizing all actions necessary to effect a governmental retail natural gas aggregation program with opt-out provisions pursuant to Ohio Revised Code Section 4929.26, directing the Cuyahoga County Board of Elections to submit a ballot question to the electors, and declaring an emergency.

WHEREAS, the Ohio Legislature has enacted retail natural gas aggregation legislation ("H.B. No. 9"), which authorizes the legislative authorities of municipal corporations, townships and counties to aggregate the retail natural gas loads located in the respective jurisdictions and to enter into service agreements to facilitate for those loads the purchase and sale of natural gas; and

WHEREAS, such legislative authorities may exercise such authority jointly with any other legislative authorities; and

WHEREAS, governmental aggregation provides an opportunity for residential and small business customers collectively to participate in the potential benefits of the competitive retail natural gas market through lower natural gas rates, which they would not otherwise be able to have individually; and

WHEREAS, this Council seeks to establish a governmental aggregation program with opt-out provisions pursuant to the authority conferred by Section 4929.26, Ohio Revised Code (the "Gas Aggregation Program"), for the residents, businesses and other natural gas consumers in the City, either on its own or in conjunction jointly with any other municipal corporation, township, county, or other political subdivision of the State of Ohio, as permitted by law.

NOW, THEREFORE, BE IT ORDAINED, by the Council of the City of Shaker Heights, State of Ohio:

Section 1. This Council finds and determines that it is in the best interest of the City, its residents, businesses and other natural gas consumers located within the corporate limits of the City to establish an opt-out Gas Aggregation Program in the City. Provided that this ordinance and the Gas Aggregation Program are approved by the electors of the City pursuant to Section 2 of this ordinance, the City is hereby authorized to aggregate pursuant to the authority conferred by and in accordance with Ohio Revised Code Section 4929.26 the retail natural gas loads located within the City, and, for that purpose, to enter into service agreements to facilitate for those loads the sale and purchase of natural gas. The City may exercise such authority jointly with any other municipal corporation, township or county

or other political subdivision of the State of Ohio to the full extent permitted by law. The gas aggregation will occur automatically for each retail natural gas customer proposed to be aggregated, as permitted by law, and will provide for the opt-out rights described in Section 3 of this ordinance. The opt out Gas Aggregation Program will not apply to persons meeting any of the following criteria, as more specifically described in Section 4929.26 (A) (2) Revised Code: (a) persons who are both a distribution customers and mercantile customers, (b) persons having an existing commodity sales service contract with a retail natural gas supplier, (c) persons who have commodity sales service as part of a retail natural gas aggregation pursuant to rules and orders of the Public Utilities Commission of Ohio, or (d) such other persons who are not eligible customers pursuant to rules and orders of the Public Utilities Commission of Ohio.

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

Shall the City of Shaker Heights have the authority to aggregate the retail natural gas loads located in the City, and for that purpose, enter into service agreements to facilitate for those loads the sale and purchase of natural gas, such aggregation to occur automatically as permitted by law except where any person elects to opt-out, pursuant to the authority conferred by and in accordance with Ohio Revised Code Section 4929.26 and Ordinance No. 03-100 enacted by the City Council?

The Clerk of this Council is instructed immediately to file a certified copy of this ordinance and the proposed form of the ballot question with the County Board of Elections not less than seventy-five (75) days prior to November 4, 2003. The Gas Aggregation Program shall not take effect unless approved by a majority of the electors voting upon this ordinance and the Gas Aggregation Program provided for herein at the election held pursuant to this Section 2 and Ohio Revised Code Section 4929.26.

Section 3. Upon the approval of a majority of the electors voting at the general election provided for in Section 2 of this ordinance, this Council individually or jointly with any other political subdivision, 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 a natural gas customer within the City unless it in advance clearly discloses to the customer that the customer 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 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 enactment 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. Notice of the passage of this ordinance shall be given by publishing the title and abstract of its contents, by the Clerk of Council, once in one newspaper of general circulation in the City of Shaker Heights.

Section 6. This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare for the reason that it is necessary in the current operation of the City, and further, that it is required to file a certified copy of this ordinance and the proposed form of the ballot question with the Board of Elections of Cuyahoga County no later than seventy-five (75) days prior to the November 4, 2003, election, as provided herein; therefore, this ordinance shall take effect immediately upon its enactment and approval by the Mayor.

Enacted July 28, 2003.

Approved this 30th day of July, 2003.

Judith H. Rawson
JUDITH H. RAWSON, Mayor

Attest:

Jeri E. Chatkin
JERI E. CHATKIN
Clerk of Council

CERTIFICATION

The undersigned does hereby certify that the foregoing is a true and correct copy of Ordinance No. 02-100, adopted by the Council of the City of Shaker Heights.

Jeri E. Chatkin
Clerk of Council

Date March 20, 2006

EXHIBIT B-2

**OPERATION AND GOVERNANCE
PLAN**

EXHIBIT B - 2
PLAN OF OPERATION AND GOVERNANCE

CITY OF
SHAKER HEIGHTS

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

ADOPTED BY CITY COUNCIL
IN ORDINANCE NO. 06-21
ENACTED ON FEBRUARY 27, 2006

A. Overview

At the November 2003 general election, residents of the City of Shaker Heights (the "City") authorized 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 Aggregation Program, all eligible natural gas consumers within the City's corporation limits will be automatically included in the Aggregation Program, unless they opt-out or decline participation in the Aggregation Program.

The City's purpose in creating the Aggregation Program is to represent the interests of its residents and businesses that have not or do not choose to select their gas supplier on their own, in order to aggregate the natural gas loads within the City and negotiate affordable, competitive, and reliable natural gas supplies and other related services on their behalf.

Many small commercial and residential natural gas consumers lack the leverage, interest or knowledge 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 more effectively participate in the competitive gas supply process and its benefits.

B. Adoption of the City's Plan of Operation and Governance and Certification of the City as an Aggregator

The City developed this Plan of Operation and Governance in compliance with Ohio law regarding municipal opt-out aggregation of natural gas consumers. Two public hearings were held prior to its adoption on February 13 and 22, 2006, after the hearings were advertised in the Sun Press Newspaper, a newspaper of general circulation in the City, on February 2 and 9, 2006.

The Shaker Heights City Council has approved through ordinance this Plan of Operation and Governance for the City's Aggregation Program, in accordance with Ohio Revised Code Section 4929.26. Amendments to the Plan of Operation and Governance must be approved by Shaker Heights City Council, and filed with the Public Utilities Commission of Ohio (PUCO).

This approved Plan of Operation and Governance will be filed with the PUCO and the City will request approval of its governmental aggregator certification. The City will also register as a governmental aggregator with Dominion East Ohio (DEO).

C. Aggregation Program Services

The City's goal is to enter into a contract with a Competitive Retail Natural Gas Services Provider or Providers ("Gas Supplier") for firm, all-requirements natural gas service for the aggregated residential and commercial customers. The City will select a Gas Supplier through a competitive process, and will base its selection on the rates for the Supplier's gas supply, its experience as a supplier for aggregations, its financial stability, and its services to customers.

The City will seek an affordable, competitive rate, possibly with options for consumers, reliable gas supply, good service quality, and other favorable services and terms for customers.

The City will require that the Gas Supplier with which the City enters into an aggregation contract must meet the following minimum criteria:

- Be a PUCO Certified Gas Supplier.
- Be registered with DEO.
- Have a service agreement under DEO Gas Transportation Service Tariff.
- Successfully completed Electronic Data Interchange (EDI) computer system testing with DEO and that Gas Supplier's EDI computer system is capable of effectively processing Aggregation Program EDI transactions in a timely manner.
- Meet standards of creditworthiness established by the City.
- Have a customer call center capable of effectively handling participants' questions, concerns and disputes in a timely manner using a toll-free telephone number.
- Hold the City harmless from any financial obligations arising from offering natural gas and/or energy-related services to Aggregation Program participants.
- Disclose any subcontractors that it uses in fulfillment of the services under the contract.
- Develop internal controls and processes to help ensure that the City remains in good standing under State law and regulations as a governmental aggregator, and as such laws and regulations may be periodically amended.

The City will not buy and resell natural gas itself, except that the City will purchase gas supply for its own facilities. Instead, the City will represent the collective interests of natural gas customers in the City to select a supplier and negotiate the terms and conditions for service. Each participating customer will be contractually responsible to the Gas Supplier to pay for the gas supply services used by the customer. When the City's aggregation contract with a gas supplier has been finalized, it will be submitted to the Shaker Heights City Council for approval.

The Aggregation Program will provide for only the natural gas supply portion of each participant's natural gas service, and the charges of the gas supply will only be a portion of each customer's gas bill. DEO will continue to deliver natural gas to Aggregation Program participants through its natural gas distribution system as a monopoly function regulated by the PUCO. DEO will also continue to install, operate and maintain its system of pipelines, rights of way, meters and other natural gas distribution components. Aggregation Program participants will continue to call DEO if their natural gas is interrupted, if they have a gas leak or if they have billing questions. The PUCO will continue to oversee DEO natural gas safety and reliability service standards.

Overight of the Aggregation Program will be the responsibility of the Chief Administrative Officer (CAO) of the City. The CAO, subject to the approvals of the Mayor and City Council, will have the authority to develop specifications for the Aggregation Program, to appoint an Aggregation Program Manager, and to select, hire and manage the Gas Supplier. Due to the complexity of the natural gas utility industry and the uncertainties of its associated restructuring activities, the CAO may contract with a consultant or consultants to provide the necessary expertise to represent the City's interests in legislative and regulatory matters and/or to serve as the Aggregation Program Manager. Such services may include, but would not be limited to,

facilitating consumer enrollment and opt-out, assisting with consumer education, addressing consumer questions and concerns, providing reports on program operation, enrollment, rates and savings, negotiating future Gas Supplier contracts, and representing the City in dealings with Gas Suppliers, DEO, the Ohio General Assembly, the PUCO and the Ohio Consumer's Counsel (OCC).

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

Natural gas service reliability is essential to Aggregation Program participants. The City will strive to provide high-quality service and reliability through provisions of the Gas Supplier contract, through traditional proceedings related to DEO distribution services, and through direct discussions with DEO concerning specific or general problems related to quality and reliability of its distribution system.

If for any reason a Gas Supplier fails to provide uninterrupted service, the City will attempt to acquire an alternative natural gas supply. If this attempt fails, participants will default to DEO as the gas supplier at established tariff rates. In no case will participants be without natural gas as the result of the Gas Supplier's failure to provide uninterrupted service. The City will seek to minimize this risk by contracting only with reputable Gas Suppliers that demonstrate reliable service. The City also intends to include conditions in its Gas Supplier 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 Gas Supplier, 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 of service.

All consumers within the City's corporation limits shall be eligible to participate in the Aggregation Program, except as otherwise provided under this Plan, Ohio law, PUCO rules and regulations, and DEO tariffs. The City will endeavor to communicate with all City residents and businesses to explain the terms and conditions of eligibility prior to conducting the process of customer sign-up.

Service under the Aggregation Program shall include all eligible customer classes in adherence with universal service principles and requirements, and the City's non-discriminatory policies and practices. Gas Supplier contracts shall contain provisions to maintain these principles and equitable treatment of all customer classes.

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

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 Gas Supplier 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 Program termination and have the ability to return to DEO General Service Rate or select another approved Gas Supplier.

D. Determination of Rates

The City will not buy natural gas and resell it to Aggregation Program participants. The City will aggregate natural gas loads within the City, including municipal facilities. Individual customers will have a contractual relationship with the Gas Supplier, and will be individually and solely responsible for payment to the gas Supplier for the gas supplied.

Through a competitive selection process, the City will select a Gas Supplier or Suppliers and then negotiate a contract(s) with the Supplier or Suppliers for firm, all-requirements service. The contract will provide for the supply of natural gas at a fixed rate for a certain period, and/or variable rate for a certain period, and will contain provisions as to service. The Gas Supplier's contract will run for a fixed term (i.e., one to five years) and contain all pricing, charges, early termination fees, and sales tax, in clear and easily understood terms.

Gas Suppliers will supply information on natural gas supply rates according to the DEO customer rate classifications, or according to other appropriate pricing categories, 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 Shaker Heights City Council.

The Gas Supplier's rates will include an administrative fee, which will be collected on behalf of the City to fund the implementation and administration of the City's Aggregation Program. The administrative fee will be adjusted annually to cover the City's cost of administering the program. The fee will be reviewed annually to ensure that the amounts collected do not exceed the cost of administering the Aggregation Program.

DEO assigns customer rate classifications, character of service and associated regulated rates subject to PUCO approved tariffs. In addition to the Gas Supplier's gas service charges,

consumers will continue to be billed for DEO service and delivery charges. Although the City may participate in regulatory proceedings and represent the interests of consumers regarding these regulated rates, it cannot assign or alter customer rate classifications.

E. Enrollment in the Program

(1) Initial Automatic ("Opt Out") Enrollment

Initially, each eligible customer within the City will be automatically included in the Aggregation Program, unless the customer opts out of the Program. Prior to enrollment in the Program, each customer will receive a notice from the City detailing the Aggregation Program's rates, terms and conditions. The City will endeavor to communicate with all residents and businesses in the City, whether they are eligible or not, prior to the enrollment notice being mailed. The City may offer, through the Gas Supplier, an "opt in" program for City residents and small businesses not included in the "opt out" mailing at the time of the original "opt out" enrollment period.

After receiving the enrollment notice, each customer will have a 21-day period to opt-out of or decline to participate in the Aggregation Program without charge. After the 21-day opt-out period has elapsed, all eligible customers who have not notified the City of their desire to opt out of the Aggregation Program will be enrolled by the Gas Supplier at the earliest date practicable. Customers opting out of the Program will remain on DEO's established tariff rates until such time as they may choose to select an approved Gas Supplier on their own.

Customers enrolled in the Aggregation Program by the Gas Supplier will receive a letter from DEO notifying them of their enrollment. Customers will have seven calendar days to notify DEO of any objection to their enrollment in the Aggregation Program ("rescission period"). DEO will notify the Gas Supplier of any customer objections or any reason that a customer was not enrolled in the Aggregation Program.

(2) Periodic Two-Year "Opt Out" Periods

An opt-out period will be offered every two years during which time customers can leave the Aggregation Program without paying an early termination fee. This two-year re-opener is mandated by State law. Customers 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 customer who opts out of the Aggregation Program will be returned to DEO established tariff rates until such time as the customer selects another approved Gas Supplier.

(3) Termination from the Program

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.

Customers in the Program may be terminated from the Program if they become delinquent in payment of their gas bill or if they otherwise become ineligible (e.g. enroll in the PIPP Program, or move out of the City)

(4) Enrollment into the Program

Customers who wish to opt into the Program, including new residents, may be allowed, as negotiated with the Gas Supplier and included within the Supplier's contract.

(a) New Residents

Customers who move into the City after the initial opt-out period will not be automatically included in the Program, but will be afforded an opportunity to enroll under the terms and conditions as spelled out in the Supplier's contract.

(b) Program Participants Who Move Within the City

Program participants who move within the City after the initial opt-out period, who are given a new account number by DEO, will not be automatically included in the Program, but will be given an opportunity to re-enroll under the terms and conditions as spelled out in the Supplier's contract.

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

(c) Customers Who Opt Out and Later Want to Opt 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 Program, but will be given an opportunity to enroll. However, the City cannot guarantee that rates, terms and conditions to customers enrolling in the Aggregation Program after the initial 21-day opt-out period will match those of the initial enrollees.

(d) Customers Who Are Ineligible and Later Become Eligible

Customers may also become eligible for the Program when their contract with another supplier expires or if they cancel their contract with another supplier. Also, customers may leave the PIPP Program because they are no longer eligible, or if a PIPP-eligible person living in a household moves out. Such customers may be allowed to enroll under the terms of the contract with the Supplier.

(e) General Terms of Enrollment After the Initial Enrollment

The timing and terms of enrollment for new residents, those moving who get new account numbers, or newly eligible residents will be included in the negotiated contract with the Supplier. Such customers will have to contact the Program's Gas Supplier for specific enrollment information and instructions. The Gas Supplier has a right of refusal in accordance with criteria described in this Plan and the Supplier's contract. The City cannot guarantee that the rates, terms and conditions for customers enrolling in the Aggregation Program after the initial 21-day opt-out period will match those of the initial enrollees.

F. Eligibility for the Aggregation Program

The selected Gas Supplier will work with the City and DEO to identify all eligible customers within the City. Pursuant to State law, only eligible customers will receive the City's opt-out letter notifying customers of their opportunity to participate in the Aggregation Program. Customers who meet the following criteria are eligible to become participants in the Aggregation Program:

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

The Gas Supplier will build and maintain a database of all Aggregation Program participants. The database will include the name, address and DEO account number, and may include other pertinent information as agreed upon by the City and the Gas Supplier. Such information may include the Gas Supplier's account number (if different from DEO's 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 Gas Supplier will report to the City the status of Aggregation Program enrollment on at least a monthly basis.

G. Customer Billing Procedures

The City intends to utilize the DEO consolidated billing service in which each customer account receives one bill from DEO itemizing the Gas Supplier's natural gas supply charges, DEO delivery and service charges, 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 Gas Supplier consolidated billing, if and when they become available and if it appears advantageous to do so.

H. Credit and Deposit Policies

Collection, credit and deposit procedures and compliance are the responsibility of DEO, the Gas Supplier and the individual customer. Customer participants in the Aggregation Program are required to make payments and comply with the payment terms of DEO. The City will not be responsible for late or non-payment on the part of any of the Aggregation Program participants. The City will have no separate credit or deposit policy. The Gas Supplier shall not be permitted to charge more than 1½ percent per month for overdue balances owed to the Supplier.

Customers who have budget billing with DEO will be able to continue such billing under the Program.

I. The City's Customer Service Procedures and Dispute Resolution

The Aggregation Program only impacts the source of natural gas supply. DEO will continue to deliver the natural gas purchased through the Aggregation Program to participants' homes and businesses through its natural gas distribution system. Participants with questions or concerns regarding service delivery or safety, such as a natural gas outage or odor of gas, must continue to contact DEO at 877-542-2630. Meter reading or other billing questions must also be directed to DEO at the same number. Questions regarding Aggregation Program enrollment or opting out should be directed to the Gas Supplier. General questions and concerns should be directed to the Office of the CAO, City of Shaker Heights, 3400 Lee Road, Shaker Heights, Ohio 44120, (216) 491-1421.

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.

Questions or Concerns	Contacts	Telephone Numbers
Natural gas outage/interruption	DEO	877-542-2630
Turn natural gas on/off	DEO	800-362-7557
Meter reading/billing	DEO	800-362-7557
Enroll or opt-out of Aggregation Program	Gas Supplier - XXXXX Hrs: Mon-Fri: 8 a.m. - 5 p.m.	800-XXX-XXXX
Aggregation Program Questions or concerns	CAO's Office	216-491-1421
Unresolved disputes (residential customers)	Ohio Consumer's Counsel	877-742-5622
Unresolved disputes (all customers)	Public Utilities Commission of Ohio	(800)-686-7826 (voice) (800)-686-1570 (TDD)

DEFINITIONS

Aggregation - Combining the natural gas loads of multiple customers for the purpose 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 Shaker Heights's Municipal Natural Gas Aggregation Program.

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

Competitive Retail Natural Gas Service Provider (Gas Supplier) - A person or entity certified by the PUCO and registered with DEO who supplies or offers to supply a competitive retail natural gas service over the DEO natural gas distribution system. This term does not apply to DEO in its provision of standard offer natural gas service.

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

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

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

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

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

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

Natural Gas Supply Charge - All charges related to the acquisition of natural gas by the Gas Supplier; 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 Shaker Heights's Municipal Natural Gas Aggregation Program.

Public Utilities Commission of Ohio (PUCO) - The state agency charged with ensuring 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.

[weight/gasaggregation/0221plan01.pdf](#)

where father Bob was team dentist for the Steelers.

"I used to go to summer camps with my dad," Gray said. "One of my mentors is Ralph Berka, the retired athletic trainer of the Pittsburgh Steelers. I owe a lot to him as far as my career development."

Gray, who was head athletic trainer at Oberlin College from 1977-81, believes the Brush class is a good educational experience for students.

"We're teaching a sports medicine class that's normally taught in college," Gray said. "We're teaching it at the high-school level to see if these kids have an interest to go into sports medicine, which a couple already have shown."

"Hopefully, if these kids see an injury, whether it's on the athletic field or on the playground, they'll know what to do. The most important thing is how not to make the injury worse. That's probably one of the biggest keys when we talk to the students."

Some may have an opportunity to work as a student assistant trainer in spring or fall, providing primary first aid for an injured athlete until Chapin can evaluate them.

"I think this is a win-win situation for the kids and the student athletes here," Gray said.

Plans are to expand the class to beginning and advanced levels next year at Brush, with the possibility of offering the program at other schools in the future.

(Jaron 1:15.36).

Also in the winner's circle for Shaker was Cobbin Sykes, who won the 100 breast in 1:05.12, followed by teammate Scott Rownd (1:09.35). Taking fourth was the Raiders' Sam Chvetsov in 1:10.52.

Shaker, which outscored

menmen taking third (1:02.99).

The 500 free found a flock of Raiders behind Lakewood's Anderson, who swam 4:56.85. The 2-3-4-5 finish comprised Fraser (5:11.26), Brody (5:15.07), John Gruber (5:25.13) and Kevin Ganne (5:25.22).



The Tackle the Tower Smir Climb is Feb. 11. The run up 42 flights of stairs to the top of the Terminal Tower starts at 9 a.m., with runners going off every 10 seconds.

Proceeds will benefit the Ronald McDonald House of Cleveland, which provides accommodations to families with children receiving hospital care.

Register for the race at the www.hermcleveland.com.

PUBLIC NOTICE **CITY OF SHAKER HEIGHTS MUNICIPAL** **NATURAL GAS AGGREGATION PROGRAM** **PLAN OF OPERATION AND GOVERNANCE** **NOTICE OF PUBLIC HEARING**

Please be advised that the City of Shaker Heights will hold two public hearings on the City's proposed municipal natural gas aggregation program Plan of Operation and Governance. The hearings will be held at 8:00 a.m.

- Monday, February 12, 2006 at 8 a.m.
- Wednesday, February 15, 2006 at 10 a.m.

Both hearings will be held in City Council Chambers, City Hall, 3400 Lap Road, Shaker Heights, Ohio. After the hearings and any questions are asked, the Plan of Operation and Governance will be submitted to City Council for approval.

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

Ownership of the Aggregation Program will be the responsibility of the Chief Administrative Officer of the City, who will contract to City Council. The City will seek to develop a contract with a Competitive Retail Natural Gas Supplier Provider (CRNGSP) to provide gas service. Any contract entered into by the City will run for a fixed term.

Every eligible customer of Dentson East Ohio Gas (DEO) that was entered into with the City will be automatically included in the Aggregation Program in a non-discriminatory manner, unless the customer notifies the City that Provider is willing that the customer does not want to participate. Prior to enrollment, every eligible customer will receive a notice from the City detailing the rates, terms and conditions to be entered in the City's Aggregation Program by the Gas Provider.

Every eligible customer will have a 21-day period to opt out of the Aggregation Program without charge. Customers opting out of the program will remain on DEO Standard General Service Rate until such time as they select an approved Gas Provider. A similar 21-day opt-out period will be entered at least twice every two years during which time customers can leave the Aggregation Program without paying an early termination fee.

Participants who leave the Aggregation Program and wish to return, as well as customers 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 customers enrolling in the Aggregation Program after the initial 21-day opt-out period.

The Aggregation Program covers only the supply portion of a customer's natural gas bill. DEO will continue to deliver natural gas to participating Program participants through its natural gas distribution system. DEO will also continue to respond to reports of gas leaks, and handle gas service delivery complaints. The City plans to use DEO uncontracted third parties in which each customer account receives one bill for the gas charges. Toll free telephone numbers will be available to change customer questions and concerns. For more information call 481-1444. To view the proposed Plan of Operation and Governance go to the City's website at www.shakerheights.com.

HIGH SCHOOL
GAME OF THE WEEK

BRUNNEN & COVINOCA H.S.

Feb. 27th @ 10:00 p.m.
Only on Channel 16

Adolphine
Questions?
Call 216-575-8000

Note: Game of the Week subject to change.

SHAKER HEIGHTS SUN NEWS 2/2/06 # 219/06

ORDINANCE NO. 06-21
BY: Earl Williams, Jr.

Approving the Plan of Operation and Governance for the Municipal Natural Gas Aggregation Program of the City of Shaker Heights, and declaring an emergency.

WHEREAS, pursuant to Chapter 4929 of the Ohio Revised Code, the City is authorized to establish a natural gas aggregation program with automatic registration of participants for the provision of competitive retail natural gas service to the City's residents and small businesses, in order to provide opportunities for lower cost natural gas supply; and

WHEREAS, on November 4, 2003, the electors of the City authorized the City to create a municipal natural gas aggregation program for residents and small business natural gas customers in the City; and

WHEREAS, Section 4929.26(C) of the Ohio Revised Code requires that the City, in establishing a natural gas aggregation with automatic registration of customers, subject to the right of customers to "opt-out," adopt a Plan of Operation and Governance for its aggregation program; and

WHEREAS, the City held two public hearings on the City's proposed Plan of Operation and Governance, on February 13 and 22, 2006, after advertising said hearings in a newspaper of general circulation in the community for two consecutive weeks before the hearings, that is, on February 2 and 9, 2006, as required by state law, and the City advertised the public hearings and posted its Plan on the City's website.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Shaker Heights, State of Ohio:

Section 1. This Council hereby adopts the City of Shaker Heights Plan of Operation and Governance (attached hereto as Exhibit A) for the implementation and administration of the City's municipal natural gas aggregation program, in accordance with Section 4929.26(C) of the Ohio Revised Code.

Section 2. This ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public health, safety and welfare for the reason that it is necessary in the current operation of the City, and that opportunities to coordinate aggregation activities with certain suppliers of natural gas services may become limited, and therefore, this ordinance shall take effect immediately upon its enactment and approval by the Mayor, and that 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.

Enacted February 27, 2006.

Approved this ____ day of _____, 2006.

JUDITH H. RANSON, Mayor

Attest:

JERI E. CHATWIN
Clerk of Council

000006/0222gasaggregationplan

EXHIBIT B-3

**AUTOMATIC AGGREGATION
DISCLOSURE**



Dear City of Shaker Heights Residents,

September 14, 2007

You currently participate in your community's Natural Gas Aggregation Program. Your current rate for natural gas, through this program, is set to expire with your October 2007 billing period.

IGS and your community are pleased to announce that a new fixed stable rate has now been secured for you. Effective with your November 2007 billing period, your new rate for natural gas will be **\$9.29 per MCF**, plus applicable taxes and Dominion East Ohio Gas charges.

Your new stable rate of \$9.29 represents a 28% reduction compared to your current rate and will remain in effect through your October 2008 billing period. Furthermore, your rate is the lowest 12 month fixed rate available in the marketplace, according to the Public Utilities Commission of Ohio's Apples to Apples chart for Dominion as of 09/06/07.

If you do not wish to continue participation in your community's natural gas aggregation program and purchase natural gas at a fixed stable rate of \$9.29 per MCF through October 2008, you may cancel your contract with IGS at no charge at any time. If you do nothing you will continue your service with IGS at \$9.29 per MCF through your October 2008 billing period.

If you have any questions regarding this letter or would like to be removed from the aggregation program, please contact us at 1-800-280-4474. You may also visit our website at www.ksenergy.com.

Thank you once again for participating in your community's natural gas aggregation program with IGS.

Interstate Gas Supply

Your customer ID number is:

Customer Choice Department

Return Service Requested



Important Contract Renewal Information Enclosed





SHAKERHEIGHTS

IMPORTANT CONTRACT TERM CHANGE NOTIFICATION

Dear City of Shaker Heights Resident,

You recently received a letter from us, dated September 14, 2007.

In that letter we notified you that your new rate for natural gas under your community's natural gas aggregation program would remain in effect through your Dominion East Ohio Gas (Dominion) October 2008 billing period. This was not correct.

Your new rate of \$9.29 per MCF will remain in effect through your June 2008 billing period.

We apologize for our miscommunication and any confusion it may have caused.

Your rate of \$9.29 per MCF still represents a 20% reduction compared to your current rate and will provide you with price certainty all winter long.

If you do nothing you will automatically continue to participate in your community's natural gas aggregation program and purchase natural gas from IGS Energy at a fixed stable rate of \$9.29 per MCF effective with your Dominion November, 2007 billing period continuing through your June 2008 billing period.

If you have any questions regarding this letter or would like to be removed from your community's aggregation program at no charge, please contact IGS Energy at 1-800-280-4474. You may also visit our website at www.igsenergy.com.

Thank you once again for participating in your community's natural gas aggregation program with IGS Energy.

Interstate Gas Supply

Customer Choice Department

Your customer ID number is:

Return Service Requested



SHAKERHEIGHTS

Important Contract Renewal Information Enclosed



SHAKERHEIGHTS

EXHIBIT B-4

OPT-OUT NOTICE

C-1-1-0123456-(12282220)-Agg-Test
TEST CUSTOMER
6100 EMERALD PKWY
DUBLIN OH 43017



March 7, 2016

Dear Resident or Small Business Owner:

The City of Shaker Heights has selected IGS Energy of Dublin, Ohio as the supplier of natural gas to participants in its Natural Gas Aggregation Program for the next two years. You are eligible to participate with other residents and small businesses in the City. You will automatically be enrolled in the Shaker Heights Natural Gas Aggregation Program unless you notify IGS Energy that you do not wish to participate.

Under governmental aggregation, the City of Shaker Heights acts on behalf of natural gas consumers in the City to negotiate a gas supply contract with eligible suppliers. Both the City and IGS Energy must be certified by the Public Utilities Commission of Ohio. Voters approved the implementation of the program and City Council Members approved the ordinance on June 26, 2003. Your participation in the aggregation program for the City of Shaker Heights will begin within one or two billing periods after enrollment with Dominion East Ohio (Dominion) and end with your March 2018 billing period.

Your new price under the Shaker Heights Natural Gas Aggregation Program will be **\$2.20 per MCF** through your September 2016 billing period. This rate of **\$2.20 per MCF** is lower than any other comparable rate with no cancellation fee available in the marketplace according to the Public Utilities Commission of Ohio "Apples to Apples" rate comparison sheet of competitive suppliers as of February 23, 2016. There is no charge to sign up and no charge to cancel. Please refer to the attached Terms and Conditions for full details of this offer.

You will be automatically enrolled in the Shaker Heights Natural Gas Aggregation Program unless you choose to "opt out" – that is, to not participate. There is no cost for enrollment and you do not need to do anything to be included.

If you want to be excluded from the Shaker Heights Natural Gas Aggregation Program you must return the enclosed "Opt-Out" form or contact IGS Energy at 1-877-353-0162 by March 28, 2016. If you do not opt out at this time, you will be enrolled in the program until it expires with your March 2018 billing period. If you do nothing you will soon receive a letter from Dominion notifying you of your transfer to your community's new program with IGS Energy as your supplier. **If you wish to remain in the program, simply ignore that letter.** For more information about the Shaker Heights Natural Gas Aggregation Program, visit us at www.igsenergy.com/.

Under this program IGS Energy will deliver your gas to Dominion and then Dominion will deliver that gas to you. Dominion will maintain the pipeline system that delivers natural gas to your home or business. Dominion will continue to read your meter and will continue to send you a monthly bill that will include the gas supply charge from IGS Energy. You will still contact 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 1-877-353-0162, weekdays, from 8:00 a.m. to 8:00 p.m. EST. For general information on natural gas deregulation in Ohio, you can also visit the Web Sites of the Ohio Consumers' Counsel (www.occ.org) or the Public Utilities Commission of Ohio (www.PUCO.ohio.gov).

Sincerely,

The City of Shaker Heights and IGS Energy

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

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

You are not eligible to participate in this program if you are currently enrolled in the PIPP program. If you are already under contract with a competitive retail natural gas service provider, you may incur a contract termination fee or other charges if you fail to opt-out of the aggregation program.

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

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I wish to opt out of the City of Shaker Heights Natural Gas Aggregation Program.

Name (Please Print) _____

Address _____

City, State, Zip _____

Phone Number _____

Email Address _____

Signature (REQUIRED) _____



Term: The community's opt-out government aggregation program (the "Program") and my service with Interstate Gas Supply, Inc. (elsewhere referred to as "IGS Energy") and the consumer will be referred in the first person, "my", "me" or "I" as my supplier on the Program will begin within one to two billing cycles after my enrollment or rate change is confirmed with the utility company and shall continue through my March 2018 utility billing cycle, unless notified otherwise. IGS Energy will supply the commodity portion of my natural gas and Dominion East Ohio Gas Company will be my Natural Gas Distribution Company ("NGDC"). I can contact the IGS Energy choice department by phone at 1-877-353-0162, by fax at 1-800-584-4839, in writing at P.O. Box 9060, Dublin, OH 43017, or through their web site at <http://www.igsenergy.com>.

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

Price: My price through my September 2016 billing cycle will be \$2.20 per Mcf, which does not include applicable sales tax or NGDC transportation and other charges. Beginning with my October 2016 billing cycle and thereafter, my community, with the consent and agreement of IGS Energy, will have the right to determine the price my gas each month through my March 2018 billing cycle. In the event my community and IGS Energy cannot establish the price for any month after March 2018, 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 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 sent 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. I can rescind my enrollment by contacting the NGDC in writing or by telephone at the number provided on the confirmation notice within that 7 day period. Otherwise, I can cancel this agreement as detailed below.

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

Contact and Dispute Resolutions: In the event of a billing dispute or issues regarding volume or metering, I should contact the NGDC at the number listed on their bill. For other questions or concerns about pricing, I can contact the IGS Energy choice department by phone weekdays from 8:00 a.m. to 5:00 p.m. EST at 1-877-353-0162, by fax 1-800-584-4839, in writing at P.O. Box 9060, Dublin, OH 43017, or through their web site at www.igsenergy.com. Also, I can contact IGS Energy through e-mail at choice@igsenergy.com. If my questions or concerns are not resolved after I have called IGS Energy, or for general utility information, residential and business customers may call the Public Utilities Commission of Ohio (PUCO) toll free at 1-800-686-7826 or for TDD/TTY toll free at 1-800-686-1570, from 8:00 a.m. to 5:30 p.m. weekdays, or visit the PUCO website at www.puco.ohio.gov. The Ohio Consumers Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted toll free at 1-877-742-5622 from 8:00 a.m. to 5:00 p.m. weekdays or visit www.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 500 MCF a year and are otherwise eligible for opt-out government aggregation programs. IGS Energy and my community shall use its best efforts to ensure that only eligible customer accounts within its governmental boundaries and customers who have not opted out are included in its aggregation. If ineligible accounts, accounts from outside of the governmental aggregator's governmental boundaries, or accounts for customers who opted out of the aggregation are switched to the governmental aggregation, as soon as IGS Energy is aware of such event the governmental aggregator (or IGS Energy) will promptly contact the natural gas company to have the customer switched back to the customer's former supplier, and will pay any switching fee imposed by the NGDC for such switch. Participation in the program is subject to the rules of the NGDC and the rules established in Ohio Administrative Code 4901:1-28. Customers are sometimes terminated or not enrolled in the program due to NGDC issues. In such instances, I can contact the NGDC to correct the problem and be reinstated or enrolled in the Program. Regardless of the reason for termination, in no case will the original term be extended for months that I was unable to participate nor will IGS Energy have any liability for any early termination or for any months that I was unable to participate in the Program. IGS Energy assumes no liability or responsibility for losses or consequential damages arising from items associated with the NGDC including, but not limited to: operations and maintenance of their system; any interruption of service; termination of service; or deterioration of service, nor does IGS Energy assume responsibility or liability for damages arising from any in-home or building damages and in addition shall not be responsible for any indirect, consequential, special or punitive damages whether arising under contract, tort (including negligence or strict liability) or any other legal theory. The parties agree that if the customer is unable to resolve its issues through the PUCO as detailed under "Contract and Dispute Resolution" above or if suit is filed, any legal action involving this Agreement shall be brought only in a court of the State of Ohio 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.

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

NOTICE

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

Return by **March 28, 2016** to:

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

C-1-1-0123456-(12282220)-Agg-Test
TEST CUSTOMER
6100 EMERALD PKWY
DUBLIN OH 43017



March 7, 2016

Dear Resident or Small Business Owner:

Thank you for participating in the Shaker Heights Natural Gas Governmental Aggregation Program. We are pleased to announce that Shaker Heights has selected IGS Energy of Dublin, Ohio as the supplier of natural gas to program participants in the City again for the next 2 years.

As you may recall, under governmental aggregation the City of Shaker Heights acts on behalf of natural gas consumers in the City to negotiate a gas supply contract with eligible suppliers. Both the City and IGS Energy must be certified by the Public Utilities Commission of Ohio. The City voters approved the implementation of the program and community leaders passed the ordinance on June 8, 2003. The aggregation program for Shaker Heights will renew with IGS Energy beginning with your April 2016 Dominion East Ohio (Dominion) billing period and end with your March 2018 billing period.

Your new price under the Shaker Heights Natural Gas Aggregation Program will be **\$2.20 per MCF** through your September 2016 billing period. This new rate of \$2.20 per MCF is lower than any other comparable rate with no cancellation fee available in the marketplace according to the Public Utilities Commission of Ohio "Apples to Apples" rate comparison sheet of competitive suppliers as of February 23, 2016. There is no charge to sign up and no charge to cancel. Please refer to the attached Terms and Conditions for full details of this offer.

You will be automatically re-enrolled in the Shaker Heights Natural Gas Aggregation Program unless you choose to "opt out" – that is, to not participate. There is no cost for enrollment and you do not need to do anything to be included.

If you want to be excluded from the Shaker Heights Natural Gas Aggregation Program you must return the enclosed "Opt-Out" form or contact IGS Energy at 1-877-353-0162 by March 28, 2016. If you do not opt out at this time, you will be enrolled in the program until it expires with your March 2018 billing period. For more information about the Shaker Heights Natural Gas Aggregation Program, visit us at www.igsenergy.com/.

Under this program IGS Energy will deliver your gas to Dominion, and then Dominion will deliver that gas to you. Dominion will maintain the pipeline system that delivers natural gas to your home or business. Dominion will continue to read your meter and will continue to send you a monthly bill that will include the gas supply charge from IGS Energy. You will still contact 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 1-877-353-0162, weekdays, from 8:00 a.m. to 8:00 p.m. and Saturdays, from 9:00 a.m. to 3:00 p.m. EST. For general information on natural gas deregulation in Ohio, you can also visit the Web Sites of the Ohio Consumer's Counsel (www.occ.org) or the Public Utilities Commission of Ohio (www.PUCO.ohio.gov).

Sincerely,

The City of Shaker Heights and IGS Energy

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

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

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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 City of Shaker Heights Natural Gas Aggregation Program.

Name (Please Print) _____

Address _____

City, State, Zip _____

Phone Number _____

Email Address _____

Signature (REQUIRED) _____



Term: The community's opt-out government aggregation program (the "Program") and my service with Interstate Gas Supply, Inc. (elsewhere referred to as "IGS Energy" and the consumer will be referred in the first person, "my", "me" or "I") as my supplier on the Program will begin within one to two billing cycles after my enrollment or rate change is confirmed with the utility company and shall continue through my March 2018 utility billing cycle, unless notified otherwise. IGS Energy will supply the commodity portion of my natural gas and Dominion East Ohio Gas Company will be my Natural Gas Distribution Company ("NGDC"). I can contact the IGS Energy choice department by phone at 1-877-353-0162, by fax at 1-800-584-4839, in writing at P.O. Box 9060, Dublin, OH 43017, or through their web site at <http://www.igsenergy.com>.

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

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

NOTICE

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

Return by **March 28, 2016** to:

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

EXHIBIT B-5

EXPERIENCE

The City of Shaker 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:

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

The Mayor, City Council and City Staff routinely negotiate for services and supplies that benefit the residents of Shaker 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 natural gas aggregation program.

Contractual Arrangements for Capability Standards

The City of Shaker Heights states that a valid contract exists with:

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

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

Detailed summary of the services being provided:

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

- J Coordinate the PUCO customer notifications and other requirements for enrolling residents in the municipal electric aggregation program.
- J Work with and assist the municipality, the certified retail electric supplier, and the electric local distribution company to facilitate the enrollment of customers in the municipal electric aggregation program at the earliest date practicable.
- J Work with the certified retail electric supplier to coordinate and communicate with the municipality regarding enrollments in the municipal electric aggregation program, cost savings to participants, and other related matters.
- J Assist the municipality in developing effective consumer education materials to explain the aggregation program and make community presentations as needed.
- J Assist with monitoring proceedings of applicable legislative and regulatory bodies and provide analysis and updates on changes that may impact the municipal electric aggregation program, its participants, or the municipality.
- J Represent the interests of the municipality at meetings with the certified retail electric supplier and the local distribution company concerning the municipal electric aggregation program rates, terms and conditions of service, customer concerns, etc.
- J 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.
- J 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.
- J As the initial term of the certified retail electric supplier contract agreement nears its end, repeat Phase I activities to secure ongoing competitive electric supplies and related services for the municipal electric aggregation program.

Documentation of Contracting Party's Experience in Energy Aggregation:

AMP, Inc.

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

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

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

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

AMPO, Inc.

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

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

4/26/2018 7:36:30 AM

in

Case No(s). 06-0474-GA-GAG

Summary: Application Resubmitting Gas Aggregation Renewal Certificate per Brandon Jenkins' request. electronically filed by Mr. Paul Grodecki on behalf of City of Shaker Heights and Gruber, William M. Ondrey Mr.