

FILE

**Ohio****Public Utilities  
Commission**

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Date Received	Renewal Certification Number	ORIGINAL GAG Case Number
		06 - 0994 - 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 Salem  
 Address          231 S. Broadway Ave., Salem, OH 44460  
 Telephone No.    330-332-4241      Web site address      www.cityofsalemohio.org  
 Current PUCO Certificate Number    06-118      Effective Dates      9/06/2018 - 09/06/2020

2020 JUL -2 PM 1:35

PUCO

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

Name      Ken Kenst      Title      Director of Public Safety & Service  
 Business Address      231 S. Broadway Ave., Salem, OH 44460  
 Telephone No.    330-332-4241      Fax No.    330-337-0937      Email Address    kkenst@cityofsalemohio.org

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

Name      Ken Kenst      Title      Director of Public Safety & Service  
 Business address    231 S. Broadway Ave., Salem, OH 44460  
 Telephone No.    330-332-4241      Fax No.    330-337-0937      Email Address    kkenst@cityofsalemohio.org

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

Customer service address    231 S. Broadway Ave., Salem, OH 44460  
 Toll-Free Telephone No.    330-332-4241      Fax No.    330-337-0937      Email Address    kkenst@cityofsalemohio.org

(Ohio Natural Gas Governmental Aggregator Renewal) Page 1 of 3

 This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.   
 Date Processed 7/2/20   
 technician

## 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 Kenneth D. Ernst - SERVICE/SAFETY DIRECTOR

Sworn and subscribed before me this 04<sup>th</sup> day of June Month 2020 Year

Signature of official administering oath Tina Cutright Print Name and Title Tina Cutright  
TINA CUTRIGHT, Notary Public  
STATE OF OHIO  
My commission expires on 02-25-2025





# 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 Salem )

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

Case No. 06-0994 -GA-GAG

County of Columbiana  
State of Ohio

Ken Kenst, Director of Public Service & Safety

[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

*Kenneth D. Kenst* - SERVICE/SAFETY DIRECTOR

Sworn and subscribed before me this

04<sup>th</sup>

day of

June

Month

2020

Year

*Tina Cutright*

Signature of Official Administering Oath

TINA CUTRIGHT, Notary Public

Print Name and Title

My Commission Expires 02-25-2025



commission expires on

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

**City of Salem**

**Exhibit B-1**

**Authorizing  
Ordinance/Resolution**

CITY OF SALEM, OHIO

RESOLUTION NO. 060418-

31

INTRODUCED BY: MR. BEZEREDI

First Reading

Second Reading

4/18/06

Third Reading

BEING A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AGREEMENT WITH AMPO, INC., A MUNICIPAL NATURAL GAS AGGREGATION PROGRAM MANAGEMENT SERVICES AND DECLARING AN EMERGENCY.

The Council of the City of Salem, Columbiana County, Ohio, met in regular session on the 18<sup>th</sup> day of April, 2006, at the City Hall, Salem, Ohio.

Mr. Bezeredi moved the adoption of the following Resolution:

WHEREAS, the City of Salem has placed the issue of Municipal Natural Gas Aggregation on the May 2<sup>nd</sup> ballot; and

WHEREAS, consulting and facilitation services for the formation and operation of a Natural Gas Municipal Aggregation Program as authorized by Chapter 4929 of the Ohio Revised Code will be necessary for informational purposes prior to the May 2<sup>nd</sup> election and management services thereafter in the event that the issue is approved by the voters; and

WHEREAS, AMPO, Inc. is a Municipal Natural Gas Aggregation Program Management Service with extensive knowledge and experience in the management of municipal natural gas aggregation programs.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Salem, County of Columbiana, Ohio:

(1) The Mayor is hereby authorized to enter into an Agreement with AMPO, Inc. for Municipal Natural Gas Aggregation Program Management Services, which is attached hereto as Exhibit A.

(2) This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council and that all deliberations of this Council and of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

(3) That this resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety in the City of Salem, and shall go into immediate effect for the reason that it is necessary to facilitate an informational program prior to the May 2<sup>nd</sup> election so that voters can make an informed decision.

Seconded by Palmer.

Upon roll call on the adoption of the Resolution, the vote was as follows:

Mary Lou Popa	<u>Y</u>
Steve Andres	<u>Y</u>
Greg Oesch	<u>Y</u>
Walt Bezeredi	<u>Y</u>
Clyde Brown	<u>Y</u>
Justin Palmer	<u>Y</u>
Earl Schory, II	<u>Y</u>

Adopted the 18 day of April, 2006.

PASSED: 4/18/06  
DATE

ATTEST: [Signature]  
CLERK OF COUNCIL

APPROVED AS TO FORM:

[Signature]  
LAW DIRECTOR

[Signature]  
PRESIDENT OF COUNCIL

[Signature]  
MAYOR

APRIL 20, 2006  
DATE

EXHIBIT A

**AGREEMENT  
FOR MUNICIPAL NATURAL GAS AGGREGATION  
PROGRAM MANAGEMENT SERVICES  
BETWEEN  
AMPO, INC. AND THE CITY OF SALEM**

This Agreement For Municipal Natural Gas Aggregation Program Management Services (hereinafter "Agreement") dated \_\_\_\_\_ is made and entered into by and between AMPO, Inc. (hereinafter, "AMPO") and the City of Salem (hereinafter, "Municipality") has been agreed upon as of \_\_\_\_\_ ("Effective Date"). Either may also be referred to individually as "Party," and when referred to collectively, "Parties."

WHEREAS, AMPO provides consulting and other aggregation facilitation services to local governmental entities; and

WHEREAS, the Municipality desires to begin an opt-in or opt-out natural gas aggregation program, as authorized by Ohio Revised Code Chapter 4929, to promote competitive natural gas supplies and other benefits for its residents; and

NOW THEREFORE, in consideration of the promises and mutual covenants herein set forth, and for other good and valuable consideration, and intending to be legally bound, the parties agree as follows:

**Section 1 - SCOPE OF SERVICES**

AMPO will provide the services set forth in AMPO's Proposal for Municipal Natural gas Aggregation Program Management Services for the City of Salem, Ohio (hereinafter, "Proposal"), attached hereto and incorporated herein as Exhibit A. The Proposal covers consulting and facilitation services for the formation and operation of a natural gas municipal aggregation program as authorized by Chapter 4929, Ohio Revised Code.

**Section 2 - PAYMENT**

The certified retail natural gas supplier providing service to the Municipality's aggregation program shall compensate AMPO at the rate and in the manner set forth in AMPO's Proposal for the services, Exhibit A hereto, so long as the certified retail natural gas supplier is providing services to underlying consumers pursuant to the Municipality's aggregation program.

**Section 3 - TERM**

The initial term of this Agreement shall commence on the Effective Date and shall continue for the duration of any agreement or contract between the Municipality and any retail natural gas supplier selected to serve the Municipality's natural gas aggregation program, and thereafter shall continue for

successive periods of one year unless terminated by either Party by giving not less than ninety (90) days' written notice of such termination prior to the end of the initial term or any successive or renewal periods.

#### **Section 4 - INDEPENDENT PARTIES AND LIABILITY**

Nothing in this Agreement shall constitute or be construed as constituting or tending to create an agency, partnership, master-servant or employer-employee relationship between AMPO and Municipality. This Agreement does not confer any rights or remedies upon any person or entity not a Party to this Agreement. Neither party shall be liable to a third party not a Party to this Agreement for any unauthorized act or omission on the part of the other Party, nor for any unauthorized obligation or debt incurred by the other Party.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, AND ALL CLAIMS FOR DAMAGE SHALL BE LIMITED TO TERMINATION OF THIS AGREEMENT AND DIRECT DAMAGES.

#### **Section 5 - Confidentiality**

In the course of fulfilling their duties and obligations under this Agreement, each Party may obtain access to proprietary information of the other party (hereinafter, "Protected Information"). Protected Information includes but is not limited to marketing strategies, customer data, and pricing information. The parties shall take care so as not to disclose Protected Information, whether transmitted in paper, electronically, or verbally.

Information that is disclosed by one Party to the other which the disclosing party believes is proprietary shall be deemed Protected Information, only if such claim of confidentiality is conspicuously disclosed in writing or other tangible form that is marked "confidential" or "proprietary" at the time of transmittal or if disclosed verbally is described as confidential or proprietary at the time of the conversation and the disclosing party also supplements the verbal transmittal with a transmittal in writing or other tangible form that is conspicuously marked "confidential" or "proprietary" within five (5) days of the verbal disclosure. Each party shall have the right to correct any inadvertent failure to designate information as Protected Information by providing the other Party with timely written notification of the error, and the designated information shall be treated as Protected Information from the time a Party receives the written notification. If either Party makes an unauthorized disclosure of the other Party's Protected Information, that fact shall be communicated to the disclosing Party and the disclosing Party shall take reasonable efforts to retrieve the lost or disclosed information. Notwithstanding such claims of confidentiality, the Party to whom Protected Information is disclosed shall have no obligation to preserve the confidential nature of any information which includes but is not limited to information that (i) was previously known to such Party free of any obligation to keep it confidential, (ii) is or becomes publicly available by means other than unauthorized disclosure, (iii) is developed by or on behalf of such Party independent of any information furnished by the Party seeking confidential treatment; or (iv) is received from a third party when such disclosure does not violate the confidentiality obligations under this Agreement.

In the event that the receiving Party or its representatives need to make disclosures of Protected Information or becomes legally compelled to disclose any Protected Information or is required to disclose Protected Information pursuant to its public records requirements, the receiving Party shall provide the disclosing Party with timely notice so that procedures may be developed to limit the disclosure to the

greatest extent possible or so that the disclosing Party may seek a protective or other order to limit disclosure. A receiving Party shall furnish only that portion of the Protected Information that is required to be disclosed and shall do so only upon the advice of the receiving Party's legal counsel.

Protected Information shall be deemed the property of the disclosing Party. The receiving Party shall return or destroy all designated Protected Information within ten (10) business days of receiving a written request by the disclosing Party that the designated Protected Information is being withdrawn from the receiving Party's possession and control. In case the receiving Party elects to destroy the designated Protected Information, it shall certify in writing to the destruction of the information.

Notwithstanding any of the foregoing, each Party may retain one (1) copy of the same solely for record retention purposes and subject to the terms and conditions contained herein.

## Section 6 - OTHER PROVISIONS

### a. Entire Agreement

This Agreement contains all of the terms and conditions of the agreement reached by the Parties hereto, and supercedes all prior oral or written agreements with respect to this Agreement. This Agreement may not be modified, amended, altered or supplemented, or the provisions hereof waived, except by written agreement signed by the Parties hereto.

### b. Applicable Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. The Parties consent to and shall not challenge the jurisdiction of the courts of Franklin County, Ohio over this Agreement.

### c. Notice

Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be sent by overnight express service or mailed by certified mail, return receipt requested, postage prepaid, addressed to the Party at the addresses set forth above. All notices and other communications shall be deemed given at the expiration of three days after the date of mailing. The address of a Party to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other Party according to the terms herein.

AMPO:

AMPO General Manager  
2600 Airport Drive  
Columbus, Ohio 43219

Municipality:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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d. Waiver

No waiver of any term, provision, or conditions of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.

e. Severability

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction. The non-enforcement of any provision by either Party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

f. Counterparts

This Agreement may be executed and delivered in counterparts, each of which shall for all purposes be treated as the original hereof and all of which shall constitute a single agreement.

g. Prefatory Statements

The Parties hereto agree and acknowledge that the prefatory statements in this Agreement are intended to be and shall be a part of the provisions of this Agreement.

h. Assignment

This Agreement may not be assigned by any of the Parties without the prior written consent of the other Party, and may not be amended or modified except by a written agreement signed by each Party. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of any permitted successors and assigns.

i. Representations and Warranties

Each Party represents and warrants to the other the following: (a) It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, in good standing; (b) It has the corporate, governmental and/or other legal capacity, authority and power to execute and deliver this Agreement, and to perform its obligations under this Agreement and has taken all necessary action to authorize such execution, delivery and performance; (c) The execution, delivery and performance of this Agreement by it will not result in any breach of or default under any term or provision of any agreement, instrument, judgment, decree, order, statute, rule or governmental regulation to which it is a party or by which it may be bound. Each person who executes this Agreement

on behalf of either Party represents and warrants that he or she has full and complete authority to do so and that such Party will be bound by the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of the Effective Date.

AMPO, Inc.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Marc S. Gerken, P.E.  
President

MUNICIPALITY:

By: \_\_\_\_\_ Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_ Date: \_\_\_\_\_

**City of Salem**

**Exhibit B-2**

**Operation and  
Governance Plan**

CITY OF SALEM, OHIO

ORDINANCE NO. 060620- 46

INTRODUCED BY: MR. BEZEREDI

First Reading 6/20/06

Second Reading 7/18/06

Third Reading 7/18/06

BEING AN ORDINANCE TO APPROVE THE PLAN OF OPERATION AND GOVERNANCE FOR THE CITY OF SALEM NATURAL GAS AGGREGATION PROGRAM AND DECLARING AN EMERGENCY.

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

WHEREAS, on May 2, 2006, the electors of the City of Salem approved the City's plan to create an aggregation program for customers located within the boundaries of the City; and

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

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SALEM, STATE OF OHIO:

SECTION 1:

That this Council hereby adopts the City of Salem Plan of Operation and Governance, attached hereto and incorporated herein by reference as Exhibit A, for the implementation and administration of the City's municipal gas aggregation program in accordance with Revised Code 4929.26(C).

SECTION 2:

This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any part of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

ORDINANCE NO. 060620- \_\_\_\_\_

PAGE NO. 2

SECTION 3:

That this ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety in the City of Salem, and shall go into immediate effect for the reason that it is immediately necessary to ensure the City of Salem an opportunity to coordinate aggregation activities with certain suppliers of natural gas services which may become limited.

PASSED: 7/18/06  
DATE

ATTEST: [Signature]  
CLERK OF COUNCIL

APPROVED AS TO FORM:

[Signature]  
LAW DIRECTOR

[Signature]  
PRESIDENT OF COUNCIL

[Signature]  
MAYOR

July 20, 2006  
DATE

Posted 7/21/06

Removed \_\_\_\_\_

[Signature]

## Miscellaneous

## Wanted to Buy

## WANTED: TREES

We are paying top price for timber! Even a small tract (5 acres). Let our forester give you a free appraisal on your trees.

Call Matt @

PYMATUNING  
TIMBER CO.  
440-813-5628

## Legals

## LEGAL NOTICE

NOTICE OF  
PUBLIC HEARING  
CITY OF SALEM  
MUNICIPAL NATURAL  
GAS AGGREGATION  
PROGRAM

Please be advised that the City of Salem will hold two public hearings on the City's Municipal Natural Gas Aggregation Program

## Legals

Plan of 'Operation' and Governance. The hearings will be held on Tuesday, June 20, 2006 at 1:00 P.M. and 5:00 P.M. in Council Chambers, Salem City Hall, 231 S. Broadway, Salem, Ohio. A revised Plan of Operation and Governance will then be finalized and approved by City Council.

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

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

Initially, each eligible customer of Columbia Gas of Ohio (COH) that uses natural gas within the City's corporation limits will be automatically included in the Aggregation Program on a non-discriminatory basis. However, prior to actual enrollment, each consumer will receive a

## Legals

notice from the City detailing the Aggregation Program rates, terms, and conditions.

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

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

The Aggregation Program covers the gas supply portion only of a participant's natural gas bill. COH will continue to deliver natural gas to Aggregation Pro-

## Legals

gram participants through its natural gas distribution system.

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

By order of the Council of the City of Salem.

## Legals

Judith A. Allio, Clerk  
Salem City Council

cc: Mayor Larry DeJare,  
C. Brooke Zellers, Law  
Director  
Mr. Bezzeredi  
Don Weingart  
Jim Arneni  
Tod Mumpire, Council  
President  
Salem City Council  
Members

Published in the Salem  
News on June 14 and 19,  
2006.

It Pays  
To Advertise  
In The  
Classifieds!

# Salem gas aggregation hearings draw no crowds

By LARRY SHIELDS

Salem News staff writer

SALEM — Just one person attended two public hearings on Tuesday the natural gas aggregation plan voters approved last month.

The was no public input at the 1 p.m. hearing and one resident attended the 2 p.m. hearing.

Bob Simmers, a consultant with American Municipal Power of Ohio, held a conference with that person.

The plan allows Salem natural gas users the opportunity to obtain a choice of a supplier, professional management of the co-op, and the power to negotiate lower rates because of a larger group.

That is the theory, lower prices by buying for a larger number of customers.

Simmers presented information on two suppliers at city council's meeting later in the day.

No action was taken on that.

In January, the city officials were advised on both electrical and gas co-ops, but learned there were no electrical suppliers currently offering aggregation.

At that time, Simmers said gas was a commodity and subject to market changes and in some instances a

"locked into" price did not guarantee savings.

Councilman Walt Bezzeredi, who led effort to place the issue on the ballot, said he wasn't disappointed with the lack of turnout because Simmers advised that historically few people attended them.

But Bezzeredi did say, "In all honesty, I expected a lot of senior citizens to show up."

He explained, "I think the expectation is that we will get a better price and we'll take the ball from there."

"Eligibility is an issue as the process continues. That will cause confusion as they ask why they are or aren't but primarily aren't."

"If you're currently buying from another supplier, you have to buy your way out."

Residents are eligible if:

- 1.) They are not buying from another supplier 2.) Are up to date with their bills 3.) have not opted out of the program 4.) Currently have service with Columbia Gas 5.) Are classified as non-mercantile 6.) Have not exercised their rights of rescission 7.) Are not on the percentage on income payment plan.

Larry Shields can be reached at lshields@salem-news.net

CITY OF SALEM

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

ADOPTED BY CITY COUNCIL

(DATE)

Overview

At the May 2, 2006 primary election, local residents authorized the City of Salem (the City) to create a municipal opt-out natural gas aggregation program (the Aggregation Program) in compliance with Section 4929.26 of the Ohio Revised Code. Under the opt-out natural gas aggregation program, all eligible natural gas consumers within the City's corporation limits will be automatically included in the Aggregation Program initially. However, all consumers will also be given the opportunity to opt-out or decline participation in the Aggregation Program as detailed herein.

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

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

1. Description of Services

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

The Aggregation Program covers the natural gas supply portion only of a participant's natural gas bill. Columbia Gas of Ohio (COH) will continue to deliver natural gas to Aggregation Program participants' homes and businesses through its natural gas distribution system as a monopoly function regulated by the Public Utilities Commission of Ohio (PUCO). COH will also continue to install, operate and maintain its system of pipelines, *Rights of Way, meters and other natural gas distribution components*. Aggregation Program participants should continue to call COH if their natural gas is interrupted or if they have billing questions. The PUCO will continue to oversee COH natural gas safety and reliability service standards.

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

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

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

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

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

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

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

If for any reason a CRNGS Provider fails to provide uninterrupted service, the City will attempt to acquire an alternative natural gas supply. If this attempt fails, participants will default to COH established tariff rates. In no case will participants be without natural gas as the result of the CRNGS Provider's failure to provide uninterrupted service. The City will seek to minimize this risk by contracting only with reputable CRNGS Providers that demonstrate reliable service. The City also intends to include conditions in its CRNGS Provider contract that will indemnify participants against risks or problems with natural gas supply service and price.

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

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

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

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

Low-income consumers shall remain subject to all provisions of Ohio law and PUCO rules and regulations as

they may be amended from time to time regarding their rights to return to COH General Service and participation in the Aggregation Program.

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

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

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

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

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

## 2. Determination of Rates

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

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

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

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

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

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

program.

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

### 3. Plan for Providing Opt-out Notice

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

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

### 4. Process for Determining the Pool of Customers

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

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

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

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

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

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

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

The CRNGS Provider will build and maintain a database of all Aggregation Program participants. The database will include the name, address and COH account number and may include other pertinent information as agreed upon by the City and the CRNGS Provider. Such information may include the CRNGS Provider's account

number (if different from COH account number), rate code, rider code (if applicable), most recent 12 months of natural gas consumption, and meter reading cycle. The Aggregation Program database will be updated at least quarterly. The City will have the right to access information in the database for purposes of auditing.

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

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

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

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

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

#### 5. Customer Billing Procedures

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

#### 6. Credit and Deposit Policies

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

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

The Aggregation Program only impacts the source of natural gas supply. COH will continue to deliver the natural gas purchased through the Aggregation Program to participants' homes and businesses through its natural gas distribution system. Participants with question or concerns regarding service delivery or safety, such as a natural gas outage or odor of gas should continue to contact COH at 800-344-4077. Meter reading or other billing questions should also be directed to COH at the same number. Questions regarding Aggregation Program enrollment or opting out should be directed to the CRNGS Provider. General questions and concerns should be directed to either the office of the Director of Administration, City of Salem. 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.

a. QQuestion or Concern	• Ccontact	• PTelephone Number
Natural gas outage or interruption	COH	800-344-4077
Turn natural gas on or off	COH	800-344-4077

Meter reading/billing	COH	800-344-4077
To enroll in or opt-out of the Aggregation Program	CRNS Provider -	800 - ###-####
Aggregation Program	Director of Administration	330-###-####
Questions or concerns		
Unresolved disputes (residential customers)	Ohio Consumer's Counsel	877-742-5622 occ@occ.state.oh.us
Unresolved disputes (all customers)	Public Utilities Commission of Ohio	(800)-686-7826 (voice) (800)-686-1570 (TDD)

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

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

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

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

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

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

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

## Definitions

### **Aggregation**

The process of 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 Salem's Municipal Natural gas Aggregation Program.

### **Competitive Retail Natural Gas Service (CRNGS)**

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

### ***Competitive Retail Natural gas Service Provider (CRNGS Provider)***

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

### ***Consumer***

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

### ***Delivery Charge***

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

### ***Distribution***

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

### ***Governmental Aggregator***

An incorporated village or city, township or county acting as an aggregator for the provision of a CRNGS under authority conferred under Section 4928.20 of the Ohio Revised Code.

### ***Mercantile Customer***

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

### ***Natural Gas Related Service***

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

### ***Natural gas Supply Charge***

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

### ***Ohio Consumers' Counsel (OCC)***

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

## ***Participant***

A consumer enrolled in the City of Salem'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 has 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.

# **City of Salem**

## **Exhibit B-3 and B-4**

### **Automatic Aggregation Disclosure Opt – Out Notice**



May 1, 2019

Dear City of Salem Resident,

Volunteer Energy Services, Inc. (VESI) in cooperation with the City of Salem (the "City") is providing you with the opportunity to join or remain with other residents and small commercial customers in the City of Salem's Natural Gas Government Aggregation Program. **If you have received this letter and are outside the boundaries of the City of Salem, please let us know by calling 800-977-8374.** Government Aggregation programs allow City officials to bring together citizens to gain group-buying power for the purchase of natural gas from a retail supplier licensed by the Public Utilities Commission of Ohio. **City of Salem voters approved this program in 2006.**

During the past few months, we have researched options for competitive natural gas pricing for you. We have chosen VESI, an Ohio based corporation to provide you with natural gas for the term of **June 1, 2019 through December 31, 2020.**

*You will be automatically enrolled in the City's Natural Gas Government Aggregation Program unless you choose to "opt out"* – that is, affirmatively choose not to participate. If you wish to be excluded from the City's natural gas aggregation program, you can call VESI toll free at **1-800-977-8374** or return the enclosed "Opt-Out" form by **May 22, 2019**. Otherwise, you will be included in the aggregation program. If you do not opt out at this time, you will receive a notice at least once every two years asking if you wish to remain in the program. However, you do not need to do anything to participate. There is no cost for enrollment and you will not be charged a switching fee.

**For participating members of this program, VESI will deliver natural gas at a fixed rate of \$0.3849 per Ccf at the burner tip. This rate will be effective June 2019 (July billing) through December 2020 (January billing). If you are ever unhappy with your rate, you may leave the program free of charge at any time. Please refer to the attached Terms and Conditions for full details of this offer.**

After you become a participant in the City's natural gas aggregation program, Columbia Gas of Ohio will send a postcard confirming your selection of VESI as your natural gas provider. As required by law, this postcard will inform you of your option to cancel your enrollment with VESI within seven (7) business days of its postmark date. To remain in the City's government aggregation program, you don't need to take any action when this postcard arrives. You will be automatically enrolled.

Columbia Gas of Ohio will always be responsible for ensuring the distribution of natural gas to your premises and will continue to maintain your meter, the monthly reads and the pipelines that deliver natural gas to your home. Your natural gas bill will also continue to come from Columbia Gas of Ohio. The only change you'll notice is the name of your new gas supplier, Volunteer Energy Services, Inc., included on your bill.

If you have any questions, please call VESI toll free at **1-800-977-8374** Monday through Friday, 9:00 a.m. to 4:00 p.m.

Sincerely,

City of Salem

&

Volunteer Energy Services, Inc.

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## VOLUNTEER ENERGY SERVICES, INC. TERMS AND CONDITIONS OF SERVICE

These **TERMS AND CONDITIONS OF SERVICE** have important information you need to know before you commit to natural gas service from Volunteer Energy Services, Inc. ("VESI"). VESI is an Ohio corporation whose customers include a variety of Ohio natural gas end users. As a natural gas supply customer of VESI, you agree to the Terms and Conditions of VESI's natural gas supply contract.

**Service Arrangement:** VESI's energy supply will be delivered to your residence or facility via the Columbia Gas of Ohio pipeline on a month to month basis. Upon acceptance by the Columbia Gas of Ohio, the cost will be a fixed rate of \$0.3849 per Ccf at the burner tip through **December 2020**.

**Term:** The term of this Agreement shall commence when accepted by VESI and shall continue **June 2019 through December 2020** unless otherwise cancelled by either party. Natural gas service will begin within 60 days of acceptance by Columbia Gas of Ohio. You may terminate this Agreement with VESI by providing a 30-day notice in writing or by telephone to VESI. Columbia Gas of Ohio will continue to deliver VESI-supplied natural gas to your home at the agreed upon rate.

**Office Locations and Hours:** VESI's offices are located at 790 Windmill Drive, Pickerington, Ohio 43147 and are open from 8:30 A.M. to 4:00 P.M. E.S.T., Monday through Friday. VESI can be reached by telephone at (614) 856-3128 or toll free at 800-977-8374. Telephone service hours are from 9:00 A.M. to 4:00 P.M. E.S.T., Monday through Friday. E-mail address is [sraffeld@volunteerenergy.com](mailto:sraffeld@volunteerenergy.com).

**Bill Payment Process:** Columbia Gas of Ohio will continue to bill you monthly for natural gas delivery services and also for VESI's natural gas service. Should you fail to pay the bill or fail to meet any agreed upon payment arrangement, Columbia Gas of Ohio may terminate your service in accordance with its company tariffs, and VESI may also automatically terminate your account.

**Complaint Dispute Resolution:** If you have any complaints regarding your natural gas service or your monthly bill, please contact us at 1-800-977-8374. Upon request, VESI will provide you up to twenty-four months of your payment history without charge. If your complaint is not resolved after you have called VESI, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from 8:00 a.m. to 5 p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). Additionally, the Ohio Consumers' Council (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from 8 a.m. to 5 p.m. weekdays, or at <http://www.pickocc.org>.

**P.S. Remember to return the below Opt-Out form only if you do not want to participate in the City of Salem Natural Gas Government Aggregation Program.**

### OPT-OUT FORM FOR THE CITY OF SALEM GOVERNMENT AGGREGATION PROGRAM



I wish to opt out of my community's natural gas program. (Check box to opt out.)

Service Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Account Number (located at the top of your Columbia Gas of Ohio bill): \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Account Holder's signature: \_\_\_\_\_

Mail by: **May 22, 2019** To: The City of Salem Aggregation Program, 790 Windmill Drive, Pickerington, Ohio 43147

**Emergency Service Problems:** If you become aware of a gas emergency condition, or experience an unanticipated loss of gas service, you should contact the Columbia Gas of Ohio at the telephone number listed on your gas bill.

**Termination/Rescission of Agreement:** You may terminate / rescind your natural gas supply enrollment with VESI within seven (7) days of the post mark date of the confirmation letter from Columbia Gas of Ohio. After the initial seven (7) day period, either you or VESI may terminate the contract at any time by providing the non-terminating party thirty (30) days written notice of such termination, without penalty. You will remain responsible for all natural gas consumed by you prior to the actual termination of service. If your supply contract with VESI is terminated, your natural gas supply will automatically be provided by Columbia Gas of Ohio under its standard tariff unless or until you choose another supplier. If you voluntarily terminate participation in the City of Salem's natural gas governmental aggregation program, you may be charged a price other than the Columbia Gas of Ohio regulated sales service rate. **There will be no early termination fees associated with The City of Salem's program.** Service will automatically terminate upon the occurrence of any of the following: (1) the requested service location is not served by Columbia Gas of Ohio; (2) you move outside the Columbia Gas of Ohio service area or to an area not served by VESI; or (3) VESI terminates your supply agreement and returns you as a customer to Columbia Gas of Ohio. You have the right to terminate natural gas service with VESI, without penalty, for any reason at any time.

**Program Compliance:** Columbia Gas of Ohio's deregulation program is subject to the ongoing jurisdiction of the PUCO. If the PUCO cancels the program, this contract is rendered void with no penalty to either party. The laws of the State of Ohio will govern the terms of natural gas supply.

VESI's rate excludes Columbia Gas of Ohio charges and taxes. Natural gas service is subject to enrollment processing timelines as determined by Columbia Gas of Ohio and VESI's aforementioned Terms and Conditions of Service. To be eligible to participate in the City of Salem's natural gas aggregation program, you must: (1) have a residence or business located in the City of Salem; (2) be eligible to receive natural gas from Columbia Gas of Ohio; (3) meet Ohio non-mercantile requirements; (4) be current with your natural gas payments or payment arrangements; (5) not be enrolled in the PIPP program; and (6) currently not taking natural gas supply service from another natural gas marketer.

If you believe you received this letter in error, or are not located in the City of Salem, please contact VESI to remove your account from our aggregation list.

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# **City of Salem**

## **Exhibit B-5**

### **Experience**

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

- Water and Sewer Service
- Police and Fire Service
- Parks and Recreation

The Mayor, City Council and City Staff routinely negotiate for services and supplies that benefit the residents of Salem.

However, due to the complexity of municipal opt-out aggregation, the City has chosen to retain the services of a consultant to assist them in designing, implementing and maintaining their gas aggregation program.

#### **Contractual Arrangements for Capability Standards**

The City of Salem states that a valid contract exists with:

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

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

Detailed summary of the services being provided:

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

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

#### Documentation of Contracting Party's Experience in Energy Aggregation:

##### **AMP-Ohio**

Founded in 1971, Columbus based American Municipal Power-Ohio (AMP-Ohio) was organized as a nonprofit corporation for the purpose of owning and operating electric facilities or otherwise providing for the generation, transmission and/or distribution of electric power and energy to its member communities. Members include 80 of Ohio's 86 municipally owned electric systems, two West Virginia public power communities and three in Pennsylvania, ranging in size from 116 customers to more than 80,000 customers. Collectively, AMP-Ohio member communities serve approximately 364,000 customers.

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

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

AMP-Ohio's knowledgeable, experienced staff understands the unique challenges faced by local government staff and elected officials. AMP-Ohio is governed by a 16-member Board of Trustees, all of who are local government representatives, and a number of AMP-Ohio staff members—including its president—once worked for local governments.

#### **AMPO, Inc.**

Formed in 1998, AMPO, Inc. is a wholly owned, taxable subsidiary of AMP-Ohio whose purpose is to provide direction and service to local governments and other energy consumers in evolving energy markets. This includes the development and implementation of local electric and natural gas aggregation programs, review and negotiation of energy contracts, and the evaluation and implementation of energy supply alternatives for local business, industry and government. AMPO, Inc. has been an approved supplier in the Columbia Gas of Ohio CHOICE<sup>SM</sup> and Dominion East Ohio Energy Choice programs and currently works with over 40 Ohio communities to offer natural gas and/or electric aggregation programs to residential and small commercial customers.