

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 196

By: Mayor Perciak and All Members of Council

**AN ORDINANCE REQUESTING PARTICIPATION IN OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACTS AND THE STATE'S NATURAL GAS PURCHASING PROGRAM FOR THE PURCHASE OF NATURAL GAS AND RELATED SERVICES, AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AN AGREEMENT IN CONNECTION THEREWITH, AND DECLARING AN EMERGENCY.**

WHEREAS, Ohio Revised Code Section 5513.01(B) provides the opportunity for counties, townships and municipal corporations to participate in contracts of the Ohio Department of Administrative Services for the purchase of machinery, materials, supplies or other articles; and

WHEREAS, the City Administration is informed that savings on the City's purchase of its natural gas requirements through the State of Ohio Natural Gas Purchasing Program could result in significant annual savings on the City's purchases for its some thirteen (13) owned facilities and buildings; and

WHEREAS, therefore, this Council wishes to take advantage of that opportunity in connection with the purchase of the City's ongoing requirements for natural gas and related services for all of its facilities through Summit Energy Services, a division of Schneider Electric, as Administrator of the State Program (Contract No. CSP903912-4, Index No. DAS029), with Constellation New Energy, as initial suppliers, and Columbia Gas of Ohio as transporter.

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

**Section 1.** That the Mayor be and is hereby authorized and directed to request authority in the name of the City of Strongsville to participate in an Ohio Department of Administrative Services contract, specifically the State of Ohio Natural Gas Purchasing Program, through **SUMMIT ENERGY SERVICES, a division of SCHNEIDER ELECTRIC**, as the Program Administrator, with **CONSTELLATION NEW ENERGY**, as initial suppliers, and **COLUMBIA GAS OF OHIO**, as transporter, for the purchase of natural gas and related natural gas administration services, and for purposes of supplying gas to all of the City's buildings and facilities for a one-year period and/or as otherwise provided by the State's agreement, in an amount not to exceed \$500,000.00 annually, which the Department has entered into pursuant to Revised Code Section 5513.01(B).

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 196

Page 2

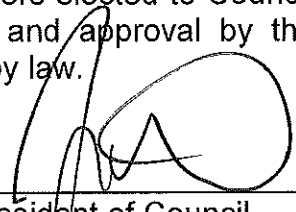
**Section 2.** That the City of Strongsville hereby agrees to be bound by the terms and conditions prescribed by the Director of Administrative Services for such purchases and to directly pay the vendors, under each such contract of the Ohio Department of Administrative Services in which the City participates for items it receives pursuant to the contract.

**Section 3.** That the Mayor and Director of Finance be and are hereby authorized to enter into and execute such agreements and documents as may be necessary to participate in the Ohio Department of Administrative Services Cooperative Purchasing Program and Ohio Natural Gas Purchasing Program, including but not limited to the documents attached hereto as Exhibit "A" collectively, and as approved by the Law Director.

**Section 4.** That the funds for the purposes of said contract have been appropriated and shall be paid from the General Fund, Street Construction, Maintenance and Repair Fund, Multi-Purpose Complex Fund, Fire Levy Fund and Sanitary Sewer Fund.

**Section 5.** That it is found and determined 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 any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

**Section 6.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, and for the further reason that it is immediately necessary to participate in such program and purchase natural gas requirements for City facilities through the State of Ohio Purchasing Program to maintain continuity of services and operation of the various facilities, buildings and departments of the City, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise from and after the earliest period allowed by law.

  
\_\_\_\_\_  
President of Council

Approved:   
\_\_\_\_\_  
Mayor

Date Passed: October 3, 2016

Date Approved: Oct. 3, 2016

CITY OF STRONGSVILLE, OHIO  
 ORDINANCE NO. 2016 – 196  
 Page 3

	<u>Yea</u>	<u>Nay</u>
Carbone	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Daymut	<input checked="" type="checkbox"/>	<input type="checkbox"/>
DeMio	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dooner	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Schonhut	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Short	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Southworth	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Attest: *Aimee Pientka*  
 Clerk of Council

ORD. No. 2016-196 Amended: \_\_\_\_\_  
 1st Rdg. 10-3-16 Ref: \_\_\_\_\_  
 2nd Rdg. Suspended Ref: \_\_\_\_\_  
 3rd Rdg. Suspended Ref: \_\_\_\_\_

Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 Adopted: 10-3-16 Defeated: \_\_\_\_\_



STATE OF OHIO  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
GENERAL SERVICES DIVISION  
OFFICE OF PROCUREMENT SERVICES  
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

OPTIONAL USE CONTRACT FOR: NATURAL GAS ADMINISTRATION SERVICES

CONTRACT NUMBER: csp903912

EFFECTIVE DATES: 07/01/12 TO 6/30/14

\* Renewal through 06/30/18

The Department of Administrative Services has accepted Proposals submitted in response to Request for Proposal (RFP) No. csp903912 that opened on 03/21/12 . The evaluation of the Proposal responses has been completed. The Offeror listed herein has been determined to be the highest ranking Offeror and has been awarded a Contract for the services listed. The respective Proposal response including, Contract Terms & Conditions, any Proposal amendment, special Contract Terms & Conditions, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Services Contract.

This Optional Use Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated, or cancelled in accordance with the Contract Terms and Conditions.

This Optional Use Contract is available to the All State Agencies, State Institutions of Higher Education and properly registered Cooperative Purchasing Members as applicable.

The agency is eligible to make purchases of the contracted services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that department will purchase the volume of services as advertised in the Request for Proposal.

This Optional Use Contract and any Amendments thereto are available from the DAS Web site at the following address:

[www.ohio.gov/procure](http://www.ohio.gov/procure)

\* Indicates a mutual renewal of the Contract, effective 07/01/16 through 06/30/18.

Ex. A

**Changes to the Original RFP**

The following change has been made to page 20 of the original RFP. The DAS fee will be 0.21% effective 07/01/14. The paragraph will now read as follows:

DAS Fee. A separate Department of Administrative Services (DAS) fee, based on the total dollar amount due, is to be added to each Transport Account invoice at time of billing. This percent is to be assessed each fiscal year and is equal to the annual fee percentage approved by the Office of Budget and Management. The current approved fee is 0.21%. This fee will be collected by the natural gas supplier. The natural gas supplier will distribute the fee to DAS within 30 days after the end of each quarter, including any and all agency level backing detail.

The following language is added to the Contract, post-award, to encourage the Contractor to solicit and set aside a portion of the work under this Contract for Ohio certified MBE vendors:

Minority Owned Business Enterprise (MBE) Subcontractors \*

The State is committed to making more State contracts and opportunities available to MBEs certified by the Ohio Department of Administrative Services pursuant to Section 123.151 of the Ohio Revised Code and Rule 123:2-15-01 of the Ohio Administrative Code. The contracting agency requests the Contractor seek and set aside a portion of the Work to be exclusively performed by Ohio certified MBE businesses. For more information regarding Ohio MBE certification requirements, including a list of Ohio certified MBE businesses, please visit the DAS Equal Opportunity Division web site at:

<http://das.ohio.gov/Divisions/EqualOpportunity/MBEEDGECertification/tabid/134/default.aspx>

The Contractor should use its best efforts to seek and set aside work for Ohio certified MBEs.

Sheltered Solicitation. In seeking solicitations from Ohio certified MBE subcontractors, the Contractor must:

- Utilize a competitive process to which only Ohio certified MBEs may respond;
- Have established criteria by which prospective Ohio MBEs will be evaluated including business ability and specific experience related to the Work requirements; and
- Require the Ohio certified MBE to maintain a valid certification throughout the term of the Contract, including any renewals.

To search for Ohio MBE certified vendors, utilize the DAS Equal Opportunity Division website:  
<http://eodreporting.oit.ohio.gov/searchEODReporting.aspx>

- Select "MBE Certified Providers" as the EOD Search Area selection;
- On the subsequent screen, select or fill in appropriate search criteria;
- Select "Search"; and
- a list of Ohio MBE Certified Service Providers satisfying the selected search criteria will be displayed.

Contractors should develop a certified MBE subcontractor set aside plan (Plan). This Plan must be provided to DAS for approval prior to implementation. The Plan must:

- Identify the proposed portions of the Work to be performed by Ohio certified MBE subcontractors;
- Include a description of the competitive process used for the selection of the Ohio certified MBE subcontractors; and
- State the specific percentage of the cost of the Work that it will set aside for Ohio certified MBE subcontractors.



CONTRACTOR INDEX

CONTRACTOR AND TERMS:

BID CONTRACT NO.: CSP903912-4



OAKS ID: 0000212333

ADDRESS:

Summit Energy Services Inc.  
10350 Ormsby Park Place, Suite 400  
Louisville KY 40223

TERMS: Net 15

REMIT TO ADDRESS:

Summit Energy Services Inc.  
25716 Network Place  
Chicago, IL 60673

CONTRACTOR'S CONTACT:

Sheri Mulliniks \*  
Client Support Analyst

Office: (502) 614-2369  
Fax: (502) 753-2248  
Email: [sheri.mulliniks@ems.schneider-electric.com](mailto:sheri.mulliniks@ems.schneider-electric.com)

Becky Haysley  
Account Manager

Office: (502) 753-3127  
Fax: (502) 753-2248  
Cell: (502) 551-0201  
Email: [becky.haysley@ems.schneider-electric.com](mailto:becky.haysley@ems.schneider-electric.com)

\* Indicates the addition of the Client Support Analyst.

SUMMARY OF AMENDMENTS

<b>Amendment Number</b>	<b>Effective Date</b>	<b>Description</b>
7	07/01/16	This amendment is issued to execute a mutual renewal effective 07/01/16 through 06/30/18.
6	07/01/15	This amendment is issued to execute a mutual renewal effective 07/01/15 through 06/30/16, add the post-award Ohio certified MBE subcontractor set aside language, update the Contractor's contact information and update the front page to remove the Contract Analyst.
5	09/22/14	This amendment is issued to update the Contractor's contact phone numbers.
4	07/01/14	This amendment is issued to execute a mutual renewal effective 07/01/14 through 06/30/15. Additionally, the DAS fee will be 0.21% effective 07/01/14.
3	07/10/13	This amendment is issued to assign the Contract to Summit Energy Services Inc. as of 07/10/13.
2	05/20/13	This amendment is issued to reduce the DAS fee from 0.45% to 0.33% on page 20 of the original RFP per the OBM, effective 05/20/13.
1	03/01/13	This amendment is issued to update the contact information on the Contract.



LEGAL ENTITY / Corporation Name (Customer)\*: City of Strongsville

dba (If applicable) \_\_\_\_\_ *Nom group or Aggregation*

BILLING ADDRESS: CITY OF STRONGSVILLE, 16099 Foltz Pkwy., Strongsville, OH 44149

BILLING Contact Name/Telephone#: BRYAN BOGRE; 440-580-3262

OHIO CHARTER/REGISTRATION # 34-6002751 FEDERAL TAX ID#: 34-6002751

CONTRACT# \_\_\_\_\_

**TRANSPORTATION SERVICE AGREEMENT**

THIS AGREEMENT, made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between COLUMBIA GAS OF OHIO, INC. ("Company"), and City of Strongsville ("Customer") \*

WITNESSETH: That in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Section 1. **Transportation Service to be Rendered.** In accordance with the provisions of Section VI of Company's Tariff, on file with the Public Utilities Commission of Ohio (PUCO), and the terms and conditions herein contained, Company shall receive the quantities of gas requested by Customer to be transported and shall redeliver said gas to Customer's facilities. The point(s) of receipt, Customer facility location, the applicable Rate Schedule (SGTS, GTS OR LGTS), and the service and levels of said services to be rendered, shall be set forth in Section 7 of this Transportation Service Agreement ("Agreement").

Section 2. **Incorporation of Tariff Provisions.** This Agreement in all respects shall be subject to the provisions of Section VI of the Company's Rules and Regulations Governing the Distribution and Sale of Gas, as the same may be amended or superseded from time to time, which are incorporated herein by reference and made a part hereof.

Section 3. **Regulation.** This Agreement is contingent upon the receipt and continuation of all necessary regulatory approvals and authorizations. This Agreement shall become void or expire, as appropriate, if any necessary regulatory approval or authorization is not so received, changed or continued.

Section 4. **Term.** This Agreement shall become effective as of the first day of Customer's next billing cycle following its execution and shall continue through the last day of Customer's March, \_\_\_\_\_ billing cycle, provided however, that the Agreement shall continue in effect after that date on a year-to-year basis with each term ending on the last day of Customer's March billing cycle, unless terminated in accordance with this section.

Company may terminate this Agreement, effective as of the end of Customer's applicable March billing cycle consistent with the above terms, upon written notice to Customer on or before the preceding January 2, or unless terminated pursuant to the Company's Rules and Regulations Governing the Distribution and Sales of Gas.

Customer may terminate this Agreement, effective as of the end of its applicable March billing cycle consistent with the above terms, or request a change in the level of Backup Service, upon written notice to Company on or before the preceding January 2. Company will approve or deny any request by Customer to change the level of service, to be effective as of the beginning of its April billing cycle, on or before the preceding January 2, as soon thereafter as practicable.

Following the cancellation of this Agreement, and the termination of gas transportation service hereunder, Company shall have no obligation to sell or deliver gas to Customer under any other contract or rate schedule except to the extent that Customer has contracted for Backup Service herein. Following such cancellation, Customer will remain subject to the provision of Section VI of Company's Rules and Regulations Governing the Distribution and Sale of Gas until such time that any subsequent agreement is reached between the parties regarding the level of gas service to be provided.

Section 5. **Notices.** Any notices, except those relating to billing or interruption of service, required or permitted to be given hereunder shall be effective only if delivered personally to an officer or authorized representative of the party being notified, or if mailed to the address provided in Section 7 of this Agreement.

Section 6. **Cancellation of Prior Agreements** This Agreement supersedes and cancels, as of the effective date hereof, all previous two party transportation agreements and any Commercial or Industrial Gas Service Agreements between the parties for service to Customer's facilities served hereunder.

**OHIO - ACKNOWLEDGEMENT CONCERNING TRANSPORTATION SERVICE WITH LESS THAN 100% BACKUP**

City of Strongsville (hereinafter "Customer") requests that Columbia Gas of Ohio, Inc. (hereinafter "Columbia") provide transportation service with less than 100% Backup Service to Customer at the facilities indicated in Customer's current service agreement.

**OPERATIONAL FLOW ORDERS (OFOs)** Customers without daily measuring devices are subject to Columbia's issuance of operational flow orders (OFO) that will direct Customers or their Agent to schedule confirmed supply volumes to match Columbia's estimate of their daily usage. Operational flow orders may require the scheduling of an OFO volume in excess of Customer's MDQ when forecasted operating conditions exceed the Company's design criteria. Failure to comply with an operational flow order will result in the billing of the following charges below assessed against the OFO difference. The OFO difference is defined as the shortfall between the OFO volume and actual daily supply during an OFO - Deficient Supply, and the overage between the OFO volume and the actual daily supply deliveries during an OFO - Excess Supply:

Failure to comply with an OFO will result in the assessment of a charge equal to higher of the following:

- (A) Ten dollars (\$10.00) times the OFO shortfall or overage; or
- (B) 110% of the TCO Daily Index adjusted for the SST commodity and shrinkage times the OFO shortfall or overage; or
- (C) The payment of the pro-rata share of all other charges, including gas costs, penalty charges or cash-outs, incurred by the Company as a result of non-compliance on the date of the OFO shortfall or overage.

If a Customer or their Agent complies with an OFO, it shall not be subject to any charge or additional cost.

**OPERATIONAL MATCHING ORDERS (OMOs)** Customers with daily measuring device meters are subject to Columbia's issuance of operational matching orders (OMO) that will direct Customers or their Agent to adjust usage to match confirmed supply volumes or adjust confirmed supply to match usage. Failure to comply with an OMO will result in the billing of the following charges to the OMO difference, which is defined as the shortfall between the OMO volume and actual daily supply deliveries during an OMO - Deficient Supply and the overage between the OMO volume and the actual supply deliveries during an OMO - Excess Supply:

Failure to comply with an OMO will result in the assessment of a charge equal to higher of the following:

- (A) Ten dollars (\$10.00) times the OMO shortfall or overage; or
- (B) 110% of the TCO Daily Index adjusted for the SST commodity and shrinkage times the OMO shortfall or overage; or
- (C) The payment of the pro-rata share of all other charges, including gas costs, penalty charges or cash-outs, incurred by the Company as a result of non-compliance on the date of the OMO shortfall or overage.

If a Customer complies with an OMO it shall not be subject to any charge or additional cost.

Customer further recognizes and acknowledges that non-compliance with an OMO could result in the suspension or termination of customer's gas service and such suspension or termination may require or result in (1) the temporary closing of Customer's facilities, (2) lost production, sales, or business, and (3) damage to Customer's physical facilities. Customer assumes the risk of any such losses or damages.

Customer understands that to the extent Customer has elected to take less than 100% Backup Service, Customer forfeits its right to purchase gas from Columbia and may have to pay the higher cost of acquiring new gas supplies should Customer elect to return to a retail supply of gas from the company.

Should the issuance of an OFO or OMO be required, one of the following persons may be contacted (at least two customer names must be provided with two contact numbers, no fax numbers please):

Customer Contact Name BRYAN BOGRE Phone (W) 440-580-3262 (24 Hour) \_\_\_\_\_

Customer Contact Name TINA FORD Phone (W) 440-580-3132 (24 Hour) \_\_\_\_\_

Other Contact Name \_\_\_\_\_ Phone (W) \_\_\_\_\_ (24 Hour) \_\_\_\_\_

EXECUTED on Behalf of Customer BY: Thomas P. Perciak

Title: Thomas P. Perciak, Mayor, City of Strongsville

**SECTION 7. Contract Data. - Transportation Service (SGTS, GTS or LGTS)**

**A. Point(s) of Receipt into Columbia Gas of Ohio, Inc. - Point(s) of Receipt with Interstate Pipelines**

- 1) Columbia Gas Transmission, LLC (TCO)
- 2) Other Point(s) of Receipt: \_\_\_\_\_

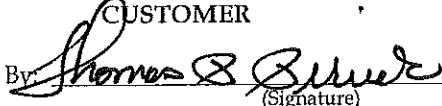
**B. FACILITY ADDRESS:** 18100 ROYALTON RD, STRONGSVILLE, OH 44136 **PCID** 14880933001

<b>C. Type of Business</b>	<b>D. Volume Detail: To be completed by Marketer/Customer</b>			
	<i>*Notice of change must be received on or before January 2, to be effective for the April billing cycle.</i>			
Description of Business:	Alternate Fuel Type: N/A	*Backup Service: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	*Monthly Bank Tolerance %: <input type="checkbox"/> 1.0% <input type="checkbox"/> 2.0% <input type="checkbox"/> 3.0% <input checked="" type="checkbox"/> 4.0%	*Capacity Assigned MCF/Day: (LGTS Customers Only)
	Alternate Fuel Percent (%): 0%	* Volumes Requested:	Choose one box only <sup>1</sup>	

<sup>1</sup> If a Monthly Bank Tolerance is not selected, the default is 4%.

<b>CUSTOMER NOTICES: (Mailing address for Contract) Please Print</b>			<b>Correspondence to:</b>  Columbia Gas of Ohio Inc. 290 W. Nationwide Blvd. Columbus, Ohio 43215 Attn: Gas Transportation
Legal Entity/Corporation Name (Customer): City of Strongsville			
dba (if applicable):			
Address: CITY OF STRONGSVILLE, PO BOX 182598, MAILSTOP #2			
City: COLUMBUS	State: OH	Zip: 43218-2598	
Attn: BRYAN BOGRE		Title: Director of Recreation & Senior Services	
Telephone #: 440-580-3262			
Fax #: 440-580-3503		E-Mail Address: bryan.bogre@strongsville.org	

IN WITNESS WHEREOF, the parties hereto have accordingly and duly executed this Agreement as of the date herein above first mentioned.

**CUSTOMER**  
By:   
(Signature)  
Printed: Thomas P. Perciak  
Title: MAYOR

**COLUMBIA GAS OF OHIO, INC.**  
By: \_\_\_\_\_  
(Signature)  
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

DO NOT WRITE BELOW THIS LINE: For Columbia Personnel Use Only								
NOTE: ALL INFORMATION SUBJECT TO CHANGE								
<input type="checkbox"/> New Customer	Authorized Daily Volume Winter (Mcf)	Authorized Daily Volume Summer (Mcf)	Annual Transport Vol (Mcf)	Monthly Bank Tolerance	Daily Standby Volumes (Mcf)	Annual Standby Volumes (Mcf)	Daily Metering Service <input type="checkbox"/> YES <input type="checkbox"/> NO	
<input type="checkbox"/> New Facility								
<input type="checkbox"/> Replacement								
PSID #	Area Office #	Unit/Book	SIC Code	Pipeline Scheduling Point (PSP)	GMB # MS#	POD #	Invoice # <input type="checkbox"/> Combined <input type="checkbox"/> Separate	Rate Number

**APPROVAL:**  
COH REPRESENTATIVE: \_\_\_\_\_ Date: \_\_\_\_\_  
Comments \_\_\_\_\_ Effective Date: \_\_\_\_\_

Effective Billing Month/Year \_\_\_\_\_

**COLUMBIA GAS OF OHIO, INC.  
APPOINTMENT OF AGENT**

KNOW ALL MEN BY THESE PRESENTS that City of Strongsville ("Customer") does hereby make, constitute and appoint Constellation New Energy ("Agent") as its **AGENT** for the purpose of establishing and administering transportation service on the Columbia Gas of Ohio, Inc. ("Columbia") system for and on behalf of Customer for the accounts listed below. This appointment authorizes Agent to establish such transportation service on behalf of Customer, including (by way of illustration and not limitation) the following: request transportation service from Columbia; obtain Customer's historic and current usage data from Columbia; nominate transportation volumes on behalf of Customer; direct Columbia to send Customer's transportation bill directly to Agent \*; and obtain from Columbia any information pertaining to prior or current month gas deliveries to Customer, including disbursed volumes, tariff volumes, banked volumes and bank tolerances.

Chose type of Transportation Service (**CHECK & INITIAL ONE ONLY**):

**Non-Aggregation Service (Stand Alone):** Under Non-Aggregation Service (Stand Alone), Customer agrees to be responsible for all Columbia fees and charges associated with providing transportation service to its nomination group, including any fees or charges billed by Columbia to the Agent, and not paid by Agent.

**Customer Initials:** \_\_\_\_\_

**Aggregation Service Option 1:** Under Aggregation Service Option 1, Customer is not liable to Columbia for any fees and charges billed to Agent, but not paid by Agent. Columbia will conduct a credit investigation as to Agent's credit worthiness and may require Agent to maintain a cash deposit, a surety bond, an irrevocable letter of credit at a Columbia-approved bank of the Agent's choosing, or such other financial instrument as Columbia may require during the term of this Agreement, in order to assure Agent's performance on behalf of Customer.

**Customer Initials:**                     

**Aggregation Service Option 2:** Under Aggregation Service Option 2, Customer agrees to be responsible for all Columbia fees and charges associated with providing transportation service to its nomination group, including any fees or charges billed by Columbia to Agent, and not paid by Agent. Agents providing service pursuant to this Aggregation Service Option 2 are not required to provide bond or other financial security instrument in order to participate in Columbia's aggregation program unless, based upon Columbia's creditworthiness assessment, the need for such financial security instrument in the amount requested by Columbia is found to be reasonable and necessary. In the event of default of the Agent any fees and charges remaining unpaid by the Agent will be assessed by Columbia to Customer on a pro rata basis based on the ratio of customer's gas usage to the usage of all customers participating in the aggregation pool during the month for which the charge is applied. The fees and charges to which this provision applies include, but are not limited to, commodity costs, demand costs, balancing fees, OFO/OMO charges, gas transfer service fees, bank transfer service fees, or other charges billed to the Agent by Columbia.

**Customer Initials:** \_\_\_\_\_

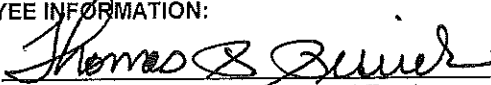
*In the event no choice is made, the default will be Non-Aggregation Service (Stand Alone). Furthermore, Agent, in its sole discretion based upon Customer's performance, may remove Customer from Agent's Aggregation Service and place Customer in Non-Aggregation Service ("Stand Alone") by written notice of the removal to the Company and the Customer at least 60 days prior to the commencement of the month in which the removal is to be effective. Customer agrees that in the event it is removed by Agent from Agent's Aggregation Service and placed in Stand Alone, Customer agrees to be responsible for all Columbia fees and charges associated with providing natural gas transportation service to its nomination group, including any fees or charges billed by Columbia to Agent, and not paid by Agent. Company shall perform on a non discriminatory basis a creditworthiness evaluation of Customer as defined in the Columbia Gas of Ohio, Inc., tariff.*

\* Please note that end-use Customers are ultimately responsible for payment of their Columbia bills. Sending Customer bills to a third party will not eliminate this responsibility.

**COLUMBIA GAS OF OHIO, INC.  
APPOINTMENT OF AGENT**

Acct. No. <u>14880933001</u>	Acct. No. _____
Acct. No. _____	Acct. No. _____
Acct. No. _____	Acct. No. _____
Acct. No. _____	Acct. No. _____
Acct. No. _____	Acct. No. _____
Acct. No. _____	Acct. No. _____
Acct. No. _____	Acct. No. _____
Acct. No. _____	Acct. No. _____

**COMPANY AUTHORIZED EMPLOYEE INFORMATION:**

EXECUTED BY CUSTOMER:   
(Must be signed by Authorized Employee of Company)  
\_\_\_\_\_  
(Please Print Authorized Employee Name)

Title: <u>Thomas P. Perciak, Mayor</u>	Address: <u>16099 Foltz Parkway, Strongsville, OH 44149</u>
Phone No.: <u>440-580-3100</u>	Fax No.: _____
E-Mail Address: _____	Date: _____

**AGENT AUTHORIZED EMPLOYEE INFORMATION:**

EXECUTED BY AGENT: \_\_\_\_\_  
(Must be signed by Authorized Employee of Company)  
\_\_\_\_\_  
(Please Print Authorized Employee Name)

Title: _____	Address: _____
Phone No.: _____	Fax No. : _____
E-Mail Address: _____	Date: _____

**EXECUTED BY COLUMBIA:** \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address: <u>290 W. Nationwide Blvd., Columbus, Ohio 43215</u>	Fax No.: <u>614-460-8447</u>
Date: _____	