

**CITY OF XENIA, OHIO
RESOLUTION 2018 – A**

**AUTHORIZING AMENDMENTS TO THE CITY OF XENIA'S ELECTRIC POWER
AGGREGATION PLAN OF OPERATION AND GOVERNANCE**

WHEREAS, in 2013, the electorate of Xenia authorized the City to determine the best policy for the community's residents and businesses relating to electric power aggregation;

WHEREAS, this Council, on July 24, 2014, approved an Electric Power Aggregation Plan of Operation and Governance after holding two public hearings on the Plan, as required by Ohio law;

WHEREAS, the City has found using a consultant to assist in implementing and maintaining the Electric Aggregation Program has allowed the City to aggregate the community's electric power needs, saving City residents and businesses over 1.2 million dollars in electric costs; and

WHEREAS, the City desires to change its aggregation consultant and finds that certain other updates are needed in the Electric Power Aggregation Plan of Operation and Governance.

NOW, THEREFORE, THE CITY OF XENIA HEREBY RESOLVES, at least four (4) members of the City Council concurring, that:

Section 1. The City of Xenia Electric Power Aggregation Plan of Operation and Governance is hereby amended, as shown in the attached Exhibit A.

Section 2. The City Manager is hereby authorized to execute an agreement with Palmer Energy to act as the City's consultant in implementing and maintaining the City's Electric Aggregation Program.

Section 3. This Resolution shall become effective upon its passage.

Introduced: January 11, 2018
Passed: January 25, 2018

Attest:


Michelle D. Johnson
City Clerk


Michael D. Engle
President, Xenia City Council

City of Xenia, Ohio

**Electric Power Aggregation
Plan of Operation and Governance**

**Approved July 24, 2014
Amended January 25, 2018**

City of Xenia, Ohio Electric Power Aggregation Plan of Operation and Governance

I. INTRODUCTION

Amended Substitute Senate Bill 3 (“S.B. 3”) opened Ohio’s retail electric market as of January 1, 2001. S.B. 3 authorizes customer choice in the selection of suppliers of retail electric generation and declares electric generation service, aggregation services, power marketing and power brokering as competitive retail electric services. The legislation gave the Public Utilities Commission of Ohio (“PUCO”) authority to adopt rules regarding the development of a competitive retail electric market in Ohio and authority to promulgate rules on government aggregation.

Large industrial and commercial consumers with sophisticated electric operations use their size and expertise to obtain lower electric power rates. Individual residential and small commercial consumers are typically unable to obtain significant price reductions since they lack the bargaining power, expertise and the economies of scale enjoyed by larger consumers. Aggregation, the combining of multiple electric loads, provides the benefits of retail electric competition for consumers with lower electric demands.

Government aggregation, the combining of multiple electric loads by a municipality, provides the means through which Xenia residential and commercial consumers may obtain the economic benefits of Ohio’s competitive retail electric market. The Xenia Aggregation Program (“Program”) combines the electric loads of residential small commercial customers to form a buying group (“Aggregation Group”). The City of Xenia will act as Purchasing Agent for the Aggregation Group. This means that Xenia will be a Governmental Aggregator, as defined by Ohio law and the rules established by the PUCO, and shall act on behalf of Dayton Power & Light (“DPL”) customers in the City to obtain the best electric generation rate for consumers who participate in the Aggregation Group.

II. PROCESS

In November 2013, Xenia voters approved the development of a form of government electric aggregation known as “opt-out” aggregation. Under the opt-out program, all DPL residential and commercial customers in the City are automatically included as participants in the Aggregation Program unless they opt-out of the program by providing written notice of their intention not to participate. As required by state law, the City Council passed an Ordinance, which authorized submitting the selection of opt-out aggregation to the City’s voters.

In addition to obtaining necessary City Council approvals, the City is also required to comply with various PUCO regulations. The City will file an application with the PUCO for certification as a Government Aggregator as soon as the City Approves the Plan, on or about July 24, 2014. As required by regulations, the City developed this Aggregation Plan of Operation and Governance (“Plan”). The City advertised the Public hearings dates to discuss the Plan in the Xenia Gazette. As required by the PUCO’s regulations, two hearings were conducted on July 22nd at 2:00pm and July 24th at 7:00pm. The Opt-out notice for the City’s Program will be sent to all electric customers in the City upon approval of this Plan, setting forth the rates, terms and conditions of the program, and giving 21 days to opt out of the Program.

The City has **decided to use an energy consultant to assist it in the establishment and implementation of its aggregation program. The City’s choice of Consultant may change from time-to-time, and such choice of consultant shall be approved by Council, by a resolution amending Appendix C** ~~selected Strategic Aggregation Consultants, LLC (SAC) as its Consultant.~~ An RFP will be issued to select the best CRES supplier to provide electric power for the Xenia Aggregation Program. Under this

Program, DPL will still deliver the electricity purchased from the City's selected provider to customers of the program. Such customers will receive only one bill (from DPL), and all metering, repairs and emergency service will continue to be provided by DPL.

III. DEFINITIONS

In order to clarify certain terminology, the following terms shall have the meanings set forth below:

"Aggregation Program" means the program developed by the City of Xenia, as a Government Aggregator under Section 4928.20 Ohio Revised Code, to provide DPL customers in the City with retail electric generation services.

"Competitive Retail Electric Service" ("CRES") means a component of electric retail service that is deemed competitive pursuant to the Ohio Revised Code or pursuant to an order of the PUCO.

"Electric Distribution Utility" ("EDU") means an electric utility that supplies at least retail electric distribution service.

"Government Aggregator" means the City and its legislative authority acting as an aggregator for the provision of a competitive retail electric service under the authority conferred ~~by~~ under Section 4928.20 of the Ohio Revised Code.

"Member" means a person or consumer enrolled in the Xenia Government Aggregation Group for competitive retail electric services.

"Retail Electric Generation Provider" ("Provider") means an entity certified by the Public Utilities Commission of Ohio ("PUCO") to provide competitive retail electric service(s), and which is chosen by the City to be the entity responsible to provide the required service related to Government Aggregation, as defined in Section 4928.20 of the Ohio Revised Code and applicable provisions of the rules of the PUCO.

IV. OPERATIONAL PLAN

A. Aggregation Services.

1. *Provider:* Xenia will use a ~~contractor~~ ("Retail Electric Generation Provider") to perform and manage aggregation services for its Members. The City will select a supplier following ~~and a~~ a Request for Proposal (RFP) process administered by its consultant SAC. The selected supplier shall provide adequate, accurate and understandable pricing terms and conditions of service, including any switching fees and the conditions under which a Member may rescind a contract without penalty. The selected supplier must provide the City or its authorized consultant, if requested, an electronic file containing the Members usage and charges. Upon request this information shall be sent to the City or its authorized consultant within thirty (30) days. The selected supplier must have local and/or a toll free number for Members to call.
2. *Database:* The Retail Electric Generation Provider will build and maintain a database of all Members. The database will include the name, address, Dayton Power & Light account number, and Retail Electric Generation Provider's account of the Member and other pertinent information such as rate code, rider code (if applicable), most recent twelve (12) months of usage and demand, and meter read cycle. This database will be updated at least quarterly. Accordingly, the Retail Electric Generation Provider will develop a process to be implemented that will be able to accommodate, at a minimum, Members who: (i) leave the Program due to relocation, opting out,

etc.; (ii) decide to enter the Program; (iii) relocate within eligible areas within the City; and (iv) move into the City and desire to enter the Program. This database shall also be able capable of eliminating PIPP customers, mercantile accounts and commercial accounts using more than 700,000 KWh annually from the Program, as well as those who have previously switched to an alternate supplier or previously opted out. The Retail Electric Generation Provider will use this database to perform bill audits for clerical and mathematical accuracy of Member bills.

3. *Member Education:* The Retail Electric Generation Provider will develop, with the assistance of ~~SAC~~ and the City **and its authorized consultant**, an educational program that generally explains the Aggregation Program to Members, provides updates and disclosures mandated by Ohio law and PUCO rules, and implements a process to deal with allowing any person enrolled in the Aggregation Program the opportunity to opt out of the Program at least every three (3) years, without paying a switching fee to the City or the Provider. (See Appendix A for a detailed description of the Education Process).
4. *Customer Service:* The Retail Electric Generation Provider will develop and administer a customer service process that, at a minimum, will be able to accommodate: (i) Member inquiries and complaints about billing; and (ii) answer questions regarding the Program in general. This process will include, at a minimum, a description of how telephone inquiries will be handled, either internally or externally, how invoices will be prepared, how remittance of payment will be dealt with, and how collections for delinquent accounts will be addressed. (See Appendix B for a detailed description of the Customer Service Plan).
- ~~5.~~ *6. Billing:* Xenia will use the Retail Electric Generation Provider, or its designated agent, to provide billing services to each Member for the Competitive Retail Electric Services, with no additional administrative fee. At this time, DPL will render the billing statement, which should be consistent with all applicable guidelines issued by the PUCO. As this market develops, the Xenia may, at its option and in consultation with the Provider, change this function to the Retail Electric Generation Provider or a billing agency.
- ~~6.~~ *7. Compliance Process:* The Retail Electric Generation Provider will develop internal controls and processes to ensure the City remains in good standing as a Government Aggregator that complies with all laws, rules and regulations surrounding the same, as they may be amended from time to time. It will be the Retail Electric Generation Provider's responsibility to deliver periodic reports that will include, at a minimum: (i) the number of Members participating in the Program; and (ii) a savings estimate or increase from the previous year's baseline. The Retail Electric Generation Provider will also develop a process to monitor and provide notification of any changes in laws, rules or regulations.
- ~~7.~~ *8. Notification to DPL:* The City's DPL consumers that do not opt-out of the City's Aggregation Group will be enrolled automatically in the Aggregation Program. Participants in the City's Aggregation Group will not be asked to take other affirmative steps in order to be included in the Group. To the extent that DPL requires notification of participation, the City and **its consultant** ~~SAC~~ will coordinate with its Provider to provide such notice to DPL. The Provider will inform DPL of any individuals who may have been permitted to join the Aggregation Group after the expiration of the enrollment period.

B. Power Supply Agreement.

The Power Supply Agreement will provide for the Provider to serve the City's Government Aggregation Group. Under the Agreement, the term for power supply to Members will be determined following the RFP process.

C. Xenia's Retail Electric Generation Provider.

The selected Provider must satisfy each of the following requirements:

- Has a sufficient source of power to provide retail firm power to the residents and businesses of Xenia;
- Is a licensed Federal Power Marketer license with the Federal Energy Regulatory Commission;
- Is certified as a CRES by the PUCO;
- Is registered as a generation supplier with DPL;
- Has a Service Agreement for Network Integration Transmission Service under DPL's Open Access Transmission Tariff;
- Has the corporate structure to sell retail firm power to the DPL customers in the City;
- Its Electronic Data Interchange computer network is fully functional and capable of handling the DPL retail electric customers in Xenia;
- Has the marketing ability to reach all DPL retail electric customers to educate them on the City's Aggregation Program;
- Has a call center capable of handling the City's Aggregation Group customer calls;
- Has a toll-free number as required by the PUCO for customer service and potential complaints related to the City's Aggregation Program;
- Will hold the City financially harmless from any financial obligations arising from supplying power to the DPL retail electric customers in the City;
- Satisfies the State of Ohio's, DPL's and the City's credit requirements;
- Will execute the Power Supply Agreement;
- Will provide necessary information to the City's selected consultant and the City to allow for filing the quarterly and annual reports required by the PUCO and Sections 4805.10(A), 4911.18(A) and 4928.06(F) of the Ohio Revised Code; **and**
- Will assist in developing a Consumer Education Plan.

D. Activation of Service.

After a notice is sent out to all electric customers in the City providing twenty-one (21) days to opt out of the Program, all customers who do not opt out will be automatically enrolled in the Program. Generation service activation will occur thereafter without **Member** ~~consumer~~ action beginning on the **Member's** ~~customer's~~ normal meter read date within the month when power deliveries begin under the Aggregation Program.

E. Changes, Extension or Renewal of Service.

The Agreement for power supply service with the selected Provider will provide service for the term agreed upon following the RFP process. If the Agreement is extended or renewed, Members will be notified as required by law and the rules of the PUCO, as to any change in rates or service conditions. At least every three (3) years, all DPL customers in the City will be given an opportunity to opt into or out of the Program, and reasonable notice will be provided as required by law and PUCO rules. **Members** ~~Participants~~ will also be notified of their right to select an alternate generation supplier and of their ability to return to **the EDU's** ~~DPL's~~ Standard Service Offer.

F. Termination of Service.

In the event that the Power Supply Agreement is terminated prior to the end of the term, each individual Member of the Aggregation Group will receive written notification of the termination of the Program at least sixty (60) days prior to termination of service. If the Agreement is not extended or renewed, Members will be notified as required by law and **PUCO's** ~~the CRES rules of the PUCO~~

in advance of the end of service. Members will also be notified of their right to select an alternate generation supplier and of their ability to return to the EDU's DPL's Standard Service Offer upon termination.

G. Opt-In Procedures.

DPL customers will be automatically enrolled in the Program after a twenty-one (21) day opt-out period, unless they return the form to be provided, notifying the Provider that they do not want to participate. DPL consumers in the City may request to join the Aggregation Group after the expiration of the enrollment period by contacting the Provider, who shall determine whether or accept them into the Program and, if so, at what rate, subject to written policies mutually agreed upon by the City and the Provider. The agreed upon policy in the Contract shall be consistent with the EDU's DPL's service activation requirements. ~~Members Aggregation Group participants~~ who move from one location to another within the corporate limits of the City shall retain their Member participant status.

H. Opt-Out Procedures.

DPL costumers may opt-out of the City's Aggregation Group at any time during the opt-out period without additional fees charged by the Provider or the City. ~~Members Aggregation Group participants~~ who switch to a different generation supplier after the expiration of the opt-out period will be allowed to do so in correlation with the Member's consumer's next scheduled meter read date, **but may be charged a** Any switching fee **in an amount and method determined by the Contract** ~~for leaving the program at any other time than the opt-out period will be clearly stated in the opt-out notification.~~ Switching to a different generation supplier on the next meter read date, however, will occur when the next meter read date is **twelve (12)** ~~fifteen (15)~~ business days or more from the date of the Member's consumer's notice of intent to opt-out of the Aggregation Group. Notification of intent to opt-out of the Aggregation Group may be made by contacting the Provider by telephone or in writing. ~~Members Consumers~~ who opt-out of the Aggregation Group will default to the EDU's DPL's Standard Service Offer, until the consumer selects an alternate generation supplier.

I. Residential and Commercial Rates.

Through the efforts of its consultant, ~~Strategic Aggregation Consultants, LLC~~, the City will seek proposal from PUCO-certified Retail Electric Generation Providers. The RFP shall require the suppliers to offer a generation charge for firm, full-requirements supply. The selected Provider may provide a fixed price per KWh or "percent-off" pricing structure by customer-rate classification or customer class. The prices to be charged to consumers will be set through a formal bid process in which the City of Xenia will select a qualified supplier. Consumers will be notified of the rates and terms of the Program through a direct mailing sent to each eligible resident and business within the City limits. An opt-out notification will be sent to all eligible residents and business in accordance with PUCO guidelines.

J. Universal Service and Low Income Customer Assistance.

The Ohio Department of Development (ODOD), under the electric restructuring law, will provide one-stop shopping for low-income assistance programs. There are five (5) low-income assistance programs: (i) Percentage of Income Payment Plan (PIPP); (ii) The Home Energy Assistance Program; (iii) The Home Weatherization ~~Assistance~~ Program. Ohio law allows the Director of the Ohio Department of Development to aggregate consumers that participate in PIPP and to competitively auction the generation supply for PIPP customers. Accordingly, PIPP customers may be included in the State's PIPP customer aggregation. In the event that Ohio law and PUCO regulations are

modified to allow PIPP participation, PIPP customers would be included in the City's aggregation program unless they choose to opt out.

V. MISCELLANEOUS GOVERNANCE GUIDELINES

- A. City Council shall approve, through Resolution or Ordinance, the Plan of Operation and Governance for the Aggregation Program and any Amendments thereto.
- B. The City shall contract with only Retail Electric Generation Providers certified by the Public Utilities Commission of Ohio for the provision of Competitive Retail Electric Service to the Aggregation Program Members.
- C. The City will require any Provider to disclose any subcontractors that it uses in fulfillment of the services described above.
- D. The City will require the Provider to maintain either a toll free telephone number or a telephone number that is local to City residents who are Members.
- E. All costs of the Aggregation Program development/administration will be paid through the inclusion of an adder that will be added to Member bills.

VI. LIABILITY

THE CITY SHALL NOT BE LIABLE TO PARTICIPANTS IN THE AGGREGATION GROUP (**MEMBERS**) FOR ANY CLAIMS, HOWEVER STYLED, ARISING OUT OF THE AGGREGATION PROGRAM OR THE PROVISION OF AGGREGATION SERVICES BY THE CITY OR THE PROVIDER. PARTICIPANTS IN THE AGGREGATION GROUP SHALL ASSERT ANY SUCH CLAIMS SOLELY AGAINST THE PROVIDER PURSUANT TO THE POWER SUPPLY AGREEMENT, UNDER WHICH SUCH PARTICIPANTS ARE EXPRESS THIRD-PARTY BENEFICIARIES.

VII. INFORMATION AND COMPLAINT NUMBERS

Potential participants can receive more information about the Program or copies of this Plan are available from the City of Xenia free of charge **by calling**. ~~Call the City of Xenia Administration Department at 937-376-7231 for a copy or for more information.~~

ANY ELECTRIC CUSTOMER, INCLUDING ANY PARTICIPANT IN THE CITY'S AGGREGATION PROGRAM, MAY CONTACT THE PUBLIC UTILITIES COMMISSION OF OHIO (PUCO) FOR INFORMATION, OR TO MAKE A COMPLAINT AGAINST THE PROGRAM, THE PROVIDER OR EDU DPL. THE PUCO MAY BE REACHED TOLL FREE AT 1-800-686-7826.

APPENDIX A - EDUCATION PROCESS

The Provider will develop an educational program in conjunction with the City **and its energy consultant**. Its purpose will be to explain the Aggregation Program to its Members, provide updates and disclosures, as mandated by State law and the rules of the PUCO, and provide the opportunity for the Members to opt out of the Program. The following are the Program components:

1. Each eligible **consumer** ~~residence and eligible business~~ within the limits of the City will receive, via U.S. mail, notification of what Government Aggregation means; their membership in the Government Aggregation Program; the procedure which must be followed in order to opt out of the Program; the price that they can expect to receive as a Member of the Program; and the deadline for returning the opt-out form (**see the attached letter**).
2. The Provider will work with the City to provide opportunities for educating residents in the City about the Program and **consumer** ~~their~~ rights under the law, PUCO rules and this Program. In addition, the Provider and City will work to provide education about and other opportunities for energy efficiency measures to help consumers reduce energy consumption.
3. The Provider will provide updates and disclosures, as mandated by State law and rules of the PUCO (see attached Terms and Conditions document).
4. The opt-out opportunity will be provided to the Members of the Program at least every three (3) years. Should conditions, suppliers, price or any other component of the Program change within the three-year period, participants will be given a notice of their opportunity to opt out of, or into' the Program.

January , 2018

Dear City of _____ Resident,

The City of Xenia is providing you the opportunity to join other residents to save money on the electricity you use. Savings are possible through governmental aggregation, where your community officials bring together citizens to gain group buying power for the purchase of electricity from a retail electric generation provider certified by the Public Utilities Commission of Ohio. Your community voters approved this program in November 2013. After researching competitive electricity pricing options for you, has chosen _____ to provide you with electric generation through _____.

There is no cost for enrollment and you will not be charged a switching fee. You do not need to do anything to participate. As a member of this aggregation, your electricity supplies will be priced at _____ or approximately _____ below your Price to Compare. Your Price to Compare is essentially the price you pay for electric generation from the utility and consists of generation and transmission related components, which are the costs associated with generating the power and delivering it through the transmission system.

To estimate what your savings per kilowatt-hour (KWH) will be through this program, locate your Price to Compare on your electric bill. Divide your Price to Compare by 100 then _____ to estimate your savings per KWH. Multiply that number by your total monthly usage to determine how much you can expect to save each month you use the same amount of electricity. You will see your electric savings after your enrollment has been completed and your switch has been finalized – approximately 30 - 45 days, depending upon your meter read date.

Of course, you are not obligated to participate in the City electric governmental aggregation program. If you wish to be excluded from the program and remain a full-service customer of your local electric utility – _____ – you have until _____ to return the attached “opt-out” form. If you do not opt out at this time, you will receive a notice at least every three years asking if you wish to remain in the program. If you leave the program at any other time, you could be subject to a \$ _____ cancellation fee from _____ – and you might not be served under the same rates, terms and conditions that apply to other customers served by your local electric distribution utility.

After you become a participant in this governmental aggregation program, your local electric distribution utility will send you a notice confirming your selection of _____ as your electric generation provider. As required by law, this letter will inform you of your option to cancel your contract with _____ within seven (7) days of its postmark. To remain in the City’s governmental aggregation program, you don’t need to take any action when this letter arrives. Your local electric distribution utility will continue to maintain the system that delivers power to your home or business – no new poles or wires will be built by _____. You will continue to receive a single, easy-to-read bill from your local electric utility that includes with your _____ charges included. The only thing you’ll notice is savings.

If you have any questions, please call _____ toll-free at 1-866-636-3749, Monday through Friday, 8 a.m. to 5 p.m. Please do not call your City with aggregation program questions.

Sincerely,

City of _____

P.S. To receive these savings, you should not respond. Return the opt-out form only if you do not want to participate in the City’s electric governmental aggregation program.

APPENDIX B - CUSTOMER SERVICE PLAN

A. Member Access.

1. The Provider shall ensure Members' reasonable access to its service representatives ~~for to make~~ inquiries and complaints, to discuss charges on Members' bills, and transact any other business.
2. Telephone access shall be toll free and afford Members prompt answer times during normal business hours, as follows:

_____ Corporation
Address: _____
City: _____, _____
Toll-free telephone number: 1-_____
Hours: _____

3. The Provider shall provide a twenty-four (24) hour automated telephone message instructing callers to report any service interruptions or electrical emergencies to the EDU with appropriate phone numbers ~~DPL~~.

B. Member Complaints.

1. The Provider shall investigate Member complaints (including complaints referred by EDU ~~DPL~~) and provide a status report within five (5) calendar days following receipt of the complaint to:
 - a. The consumer, when the complaint is made directly to Provider; or
 - b. The consumer and PUCO Staff ("Commission Staff"), when a complaint is referred to Provider by the Commission Staff.
2. If an investigation is not completed within fourteen (14) calendar days, the Provider shall provide status reports to the consumer, ~~and SAC and~~ the City and its consultant or, if applicable, to the consumer, ~~SAC and~~ the City, its consultant and ~~as well as~~ the Commission Staff. Such status reports shall be provided at five (5) day intervals until the investigation is complete, unless the action that must be taken will require more than five (5) days and the Member has been so notified.
3. The Provider shall inform the consumer, or the consumers, ~~SAC~~ the City, its consultant, and Commission Staff of the results of the investigation, orally or in writing, no later than five (5) calendar days after completion of the investigation. The consumer, ~~SAC~~, the City, its consultant and the ~~or~~ Commission Staff may request the report in writing.
4. If a residential consumer disputes the Provider report, the Provider shall inform the consumer that the Commission Staff is available to help resolve informal complaints. Provider shall provide the consumer with the current address, local/toll free telephone numbers, and TDD/TTY telephone numbers of the Commission's consumer services department.
5. Provider shall retain records of Member complaints, investigations and complaint resolutions for one (1) year after the occurrence of such complaints, and shall provide such records to the Commission Staff within five (5) calendar days of request.
6. Provider shall make good faith efforts to resolve disputes.

C. Member Billing and Payments.

The City will use the Provider, or its designated ~~The Provider shall arrange for DPL or its agent to provide billing services to each Member bill Members for the Competitive Retail Electric Services, with no additional administrative fee such services according to a tariff approved by the Commission. At this time, the EDU will render the billing statement, which should be consistent with all applicable guidelines issued by the PUCO. As this market develops, the City may, at its option and in consultation with the Provider, change this function to the Retail Electric Generation Provider or a billing agency.~~ Member bills issued by or for the Provider shall be accurate and understandable, be rendered at intervals consistent with those of DPL, and contain sufficient information for Members to compute and compare the total costs of competitive retail electric service(s). Such bills shall also include:

- a. ~~The Member's name, billing address, service address, the Member's EDU account number and, if applicable, Provider account number.~~
 - b. ~~The dates of service covered by the bill, an itemization of each type of competitive service covered by the bill, any related billing components, the charge for each type of service, and any other information the Member would need to recalculate the bill for accuracy.~~
 - c. ~~The applicable billing determinants, including beginning meter reading, ending meter reading(s), demand meter reading(s), multipliers, consumption(s), and demands;~~
 - d. ~~For Member generators with net metering contracts, a statement of the net metered generation;~~
 - e. ~~The unit price per kWh charged for competitive service, as calculated by dividing current period competitive service charges by the current period consumption;~~
 - f. ~~An identification of the provider of each service appearing on the bill;~~
 - g. ~~The amount billed for the current period, any unpaid amounts due from previous periods, any payments or credits applied to the Member's account during the current period, any late payment charges or gross and net charges, if applicable, and the total amount due and payable.~~
2. ~~The due date for payment to keep the account current. Such due date shall be no less than:~~
- a. ~~Fourteen days after the postmark date on the bill for residential Member; and Twenty one days after the postmark date on the bill for nonresidential Members;~~
 - b. ~~Current balance of the account, if a residential Member is billed according to a budget plan;~~
 - c. ~~Options and instructions on how Members may make their payments;~~
 - d. ~~For each provider whose charges appear on the bill, a listing of the provider's toll free telephone number and address for Member billing questions or complaints;~~
 - e. ~~A listing of the toll free consumer assistance telephone numbers and available hours for applicable state agencies, such as the commission, the Ohio Consumers' Counsel, and the Ohio Attorney General's office;~~
 - f. ~~The DPL 24 hour local/toll free telephone number for reporting service emergencies;~~
 - g. ~~Identification of estimated bills or bills not based upon actual end of period meter readings for the period; and~~
 - h. ~~An explanation of any codes and abbreviations used.~~
3. ~~If applicable, the Provider will, upon request, provide Members with the name and street address/location of the nearest payment center and/or authorized payment agent.~~
4. ~~If applicable, when a Member pays the bill at a payment center or to an authorized payment agent, such payment shall be credited to the Member's account as of the day such payment center or agent receives it.~~
5. ~~The City and Provider shall establish policies and procedures for handling billing disputes and requests for payment arrangements.~~

D. Collections for Delinquent Accounts.

The EDU's credit and collection policies will apply to Program Members and shall be administered by the EDU. Neither the Governmental Aggregator, nor the Provider, will implement additional policies with respect to credit, deposits and collections. Failure to pay for Competitive Retail Electric Services may result in cancellation of the Member's contract with the Provider, and return the Member to the EDU's Standard Service Offer.

- ~~1. Collections for delinquent accounts shall be the responsibility of the Provider or its agent.~~
- ~~2. The City and its Consultant shall approve the Collections process utilized by the Provider.~~
- ~~3. Failure of Members to pay charges for Competitive Retail Electric Services may result in loss of those products and service; and~~
- ~~4. Failure to pay charges for Competitive Retail Electric Services may result in cancellation of the Member's contract with the Provider, and return the Member to DPL's Standard Offer.~~

SAMPLE Opt Out Notification

DATE

Re: ~~Great news~~ ~~Xenia's Aggregation Program~~ supplied by _____ to offer savings!

Dear Resident,

~~Your community's aggregation program provides you the opportunity to save money on your electric bill. These savings are possible through governmental aggregation, a community purchasing program where community officials bring together citizens to gain group buying power for the purchase of electricity from a retail electric generation provider certified by the Public Utilities Commission of Ohio. _____ has been selected to provide you with savings on your electric generation. There is no cost for enrollment, you will not be charged a switching fee, and you do not need to do anything to participate. Please see the enclosed FAQs for more information.~~

~~By participating in this aggregation program, you will receive exclusive low pricing on your electric generation. The chart below shows the details of this program: The Xenia program was approved by voters in your community in November 2013.~~

Your Electric Utility	Price	Term End Date	Opt Out Deadline	Early Termination Fee
Dayton Power & Light	X.XX¢/kwh	XXXX	XXXXX, 2014	\$X

~~As a member of the program, you will see your electric savings from _____ after your enrollment has been completed and your switch has been finalized — approximately 30-45 days, depending upon your meter read date. Of course, you are not obligated to participate in the community's electric governmental aggregation program. If you do not want to participate in this savings program, you have until the opt out deadline to return the attached "opt out" form. If you do not opt out at this time and leave the program at a later date, you might not be served under the same rates, terms and conditions that apply to other customers served by your utility.~~

~~Your electric utility will send you a letter confirming your selection of _____ as your electric generation provider. As required by law, this letter will inform you of your option to cancel your contract with _____ within seven days of its postmark. To remain a member of the community's electric governmental aggregation program, you don't need to take any action when this letter arrives. Your electric utility will continue to maintain the system that delivers power to your home — no new poles or wires will be built by _____. You will continue to receive a single, easy to read bill from your local electric utility with your _____ charges included. The only thing you'll notice is the savings.~~

~~If you are on an DPL budget billing plan, you will continue to receive that service. If you have any questions, please call _____ toll free at 1-800 _____, Monday through Friday, 8 a.m. to 5 p.m. Please do not call the City of Xenia with aggregation program questions.~~

Sincerely,

Brent W. Merriman
City Manager
City of Xenia

~~P.S. To receive these savings, you should not respond. Return the opt out form only if you do NOT want to participate in your community's electric governmental aggregation program.~~

OPT-OUT FORM — CITY OF XENIA ELECTRIC GOVERNMENT AGGREGATION PROGRAM

~~By returning this signed form, you will **NOT** be part of your community's electric savings program.~~

~~I wish to opt out of my community's electric savings program. (Check box to opt out.)~~

~~Service address (City, state and zip): _____~~

~~Phone number: _____~~

~~Account holder's signature: _____ Date: _____~~

~~Mail by XXXXX, 2014 to: Xenia Electric Governmental Aggregation Program, XXXXXXXXX~~

<input type="checkbox"/>											
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~~Xenia Electric Aggregation Program — Frequently Asked Questions~~

~~**What is aggregation?**~~

~~Under governmental aggregation, City officials bring citizens together to gain group buying power for the purchase of competitively priced electricity from a retail electric generation supplier certified by the Public Utilities Commission of Ohio.~~

~~**How is Xenia able to choose a licensed electric generation supplier on my behalf?**~~

~~On November 6, 2013, Xenia residents voted to allow the City to contract for an electric generation supplier on their behalf.~~

~~**How will I know if I can save money under the City's electric government aggregation program?**~~

~~When you join the City's government aggregation program, your electric utility will provide you with a "generation shopping credit," which is available on your electric bill after you have been enrolled in the City's government aggregation program or by calling XXXXXXXX.~~

~~Your shopping credit — which varies each month — represents the amount credited to you if you switch to an alternative electric supplier, such as XXXXXXXX. Under the City's aggregation program, the price you pay for electric supply will be XXXXXXX for residential customers and XXXXXXX for commercial customers.~~

~~**What does "opt out" mean?**~~

~~"Opt out" means that you can decide not participate in Xenia's electric aggregation program. By returning the opt out form, which is included in this mailing, you will not be enrolled as an electric customer with _____, Xenia's electric generation supplier.~~

~~**What happens if I do not send in the opt-out form?**~~

~~If you do not return the opt out form postmarked by the required date, you will be included in Xenia's electric aggregation program and will begin receiving competitively priced electricity from _____.~~

~~**Can I opt out of the program at a later date?**~~

~~Yes, but you could be subject to a _____ switching fee from _____. However, you will be sent a notice at least every three years asking if you wish to remain in the program. At that point, you may opt out at no cost.~~

~~**What are my energy choices if I decide to opt out?**~~

~~You can stay with your current electric utility, which will continue to supply your electricity as it always has. Or, you can shop for a new electric supplier. A list of suppliers certified by the Public Utilities Commission of Ohio and their current prices is available by calling the Ohio Electric Choice answer center at 1-888-632-1314 or by visiting www.ohioelectricchoice.com.~~

~~**May I get back into the City's electric aggregation program after I have opted out?**~~

~~Yes. You will need to call _____ at _____ to enroll.~~

~~**Can I opt out over the phone?**~~

~~No, you must mail in your completed form and it must be postmarked by the deadline.~~

~~**What is the toll-free number for questions?**~~

~~For answers to your questions, please call _____, Monday through Friday, 8 a.m. to 5 p.m.~~

~~Can I stay on budget billing or have my payment automatically deducted from my checking account as I do now?~~

~~Yes, DPL will continue to offer those programs. However, budget billing applies only to a portion of your DPL bill—the charges that include distributing the electricity over the lines, maintaining equipment and providing emergency service.~~

~~The budget billing program does not apply to your charges from _____. On your monthly DPL bill, you'll notice a charge from _____ for generation. This charge reflects the actual amount of electricity you used that month and may vary each month due to your usage.~~

~~If I do join Xenia's electric aggregation program, who will deliver my power, read my meter and respond to emergencies, such as power outages?~~

~~DPL will be responsible for the transmission and distribution of power to your home or business. Since your local electric utility still owns the wires and poles that delivers power to you, it will continue to read your meter and restore power after an outage.~~

~~What will my electric bill look like under the City's electric aggregation program?~~

~~There are three parts to your electrical power system: transmission, distribution and generation. Your energy bill will look different under deregulation because the rates you pay after joining the City's electric aggregation program will be unbundled, or split into separate charges on the bill.~~

~~Your bill from your local electric company will include these charges:~~

- ~~▪ A generation charge to buy power from your electricity supplier~~
- ~~▪ A transmission charge from your electricity supplier to bring the power from the energy supplier to your area~~
- ~~▪ A distribution charge from your local electric company to deliver electricity to your home or business~~
- ~~▪ A market transition charge that enables your local electric company to recover the costs of changing to a competitive industry~~

The City of Xenia officials are experienced in negotiating, contracting and providing for common services for the City. Some examples of experience as a service provider are:

- Police Services
- Parks and Recreation
- Public Works

The City Council, administration and staff routinely negotiate for services and supplies that benefit the residents of Xenia; however, due to the complexity of Governmental Aggregation, the City has selected Palmer Energy Company hired ~~Strategic Aggregation Consultants, LLC~~, to assist them in designing implementing and maintaining the Program.

Palmer Energy Company is a Toledo based energy consulting firm founded in 1980. Palmer Energy was a natural gas industry pioneer by working on their customers' behalf as an external consultant. Purchased by Mark Frye in 1994, Palmer Energy has become a leader in unbiased energy management and consulting. While its evolution continues alongside the energy industry, Palmer Energy Company is dedicated to operating as an integral member of a client's energy management team.

Palmer Energy is also the energy consultant for The Northwest Ohio Aggregation Coalition (NOAC). NOAC is a coalition of communities in Lucas and northern Wood Counties providing governmental aggregation services for electric and natural gas customers within the Cities of Maumee, Northwood, Oregon, Perrysburg, Sylvania and Toledo, the Village of Holland, the Wood County Townships of Lake and Perrysburg, and all the unincorporated township areas of Lucas County (through the Board of County Commissioners, Lucas County, Ohio). Mark Frye, President of Palmer Energy, is NOAC's designated consultant and has testified on behalf of NOAC in several matters before the Public Utilities Commission of Ohio.

Palmer Energy recently partnered with the Ohio Municipal League to help manage a natural gas and electric program for the facilities, as well as electric and natural gas government aggregation programs for the residents of member cities and villages. This program was designed specifically to help cities and villages save money on their natural gas and electric bills by utilizing the strength of group buying.

Palmer Energy Company will:

- Assist the day to day administration of program (problem resolution, press releases, PUCO compliance, supplier liaison, contract review, etc.)
- Design and issue the Request for Proposal, analyze supplier responses and provide recommendations for the supply agreement.
- Review customer data provided by DPL that would serve as the basis for an opt-out notice.
- Write and prepare reports on a quarterly/annual basis to the City, PUCO, PUCO's Market Monitoring division, and the Ohio Consumers' Counsel.

Contact information for Palmer Energy Company

Mark R. Frye, President
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Toledo, Ohio 43615
419-539-9180 (Office)
419-539-9185 (Fax)
Email: mfrye@palmerenergy.com

~~Strategic Aggregation Consultants, LLC was founded by Brenda Fargo in 2013 following 16 years with FirstEnergy Solutions (FES) to provide energy consulting services. During her tenure at FES, she was~~

responsible for the 2001 creation and continued implementation of the electric aggregation program. Under her guidance, the FirstEnergy Solutions electric aggregation program grew to serve more than 2 Million accounts in 450 Ohio and Illinois communities. Over the past 12 years, Brenda worked directly with many communities to implement and maintain their aggregation programs. A partial list of those is listed below.

Cities: Akron, Ashland, Barberton, Bay City, Canal Fulton, Cleveland, Cleveland Heights, Defiance, East Liverpool, East Palestine, Fairlawn, Green, London, Lordstown, Mansfield, Medina, Parma, Ravenna, Richmond Heights, Rossford, Salem, Seven Hills, Springfield, Tallmadge, Westlake, and Youngstown.
Cities: Archbold, Andover, Boston Heights, Creston, Doylestown, East Canton, Mantua, Mogadore, Lisbon, Navarre, Ottawa Hills, Richwood, and Sebring
Townships: Bath, Boston, Copley, Coventry, Franklin, Northfield Center, Richfield, Sagamore Hills, Springfield, Twinsburg in Summit County, Fairfield Township in Columbiana County Boardman Township in Mahoning County, and Troy and Burton Townships in Geauga County.

In addition, she has assisted the Public Utilities Commission of Ohio (PUCO) and Office of the Ohio Consumers' Counsel (OCC), the Illinois Commerce Commission (ICC), and the New Jersey Division of the Rate Counsel with aggregation related issues and provided suggestions to make the programs in those states more beneficial to communities and their participants.

Contact information for Strategic Aggregation Consultants is:

Brenda Fargo, President
3700 Massillon Road, Suite 341
Uniontown, Ohio 44685
330-899-9960 (office)
330-899-9969 (fax)
Email: bfargo@sac-save.com

Strategic Aggregation Consultants will:

- Draft and assist in maintaining this Plan of Operation and Governance
- Lead the required Public Hearings and attend City Council meetings
- Assist the day to day administration of program (problem resolution, press releases, PUCO compliance, supplier liaison, contract review, etc.)
- Design and issue the Request for Proposal, analyze supplier responses and provide recommendations for the supply agreement
- To review customer data provided by DPL that would serve as the basis for an opt-out notice.
- To write/prepare reports on a quarterly/annual basis to the City, PUCO, PUCO's Market Monitoring division, and the Ohio Consumers' Counsel.