PUCO USE ONLY – Version 1.07			
Date Received	Case Number	Certification Number	
18-	302 - GA-GAG		

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.

	· ·	Sect	ION A - A	PPLICANT IN	FOR	RMATION					
A-1	Applicant in	formation:					•				
Note: If filing as a township or village, please include the name of the County where the township or village is located in the applicant name. For example, Miami Township, Hamilton County							in the of	Sess.			
	Legal Name	City of Xenia					* =			>= 20 € €4	usi:
	Address 107 East Main Street, Xenia,			ia, Ohio 45385			2018	Ting Cas	12 C)		
	Telephone No.	937-376-7232		Web site addre	ss	www.ci.xenia	a.oh.us	U	2018 FEB 20	appea	iree o
	Current PUCO C	ertificate Number		Ef	fectiv	re Dates				TWOOR ges and cion o	CC 21
	County Gree	ene						\bigcirc	PH :	SKLIN • imag	egular cours te Processed
A-2	Contact perso	n for regulatory	or emerge	ncy matters:					∓: €3	ABJ.	he reg
	Name Mark	R. Frye		T	itle	Consultant for (City of Xe	enia		:hat	, ti
	Business Address 5577 Airport Highway, Sui			101, Toledo, OH	43615	5				fy nle	T p
	Telephone No.	419-539-9180	Fax No.	419-539-9185		Email Address	mfrye@)palmere	energy.co	certif	å ₹
A-3	Contact perso	on for Commission	on Staff us	e in investigati	ing c	ustomer com	plaints	s:		e t	t da jan
	Name Mark	k R. Frye		T	Title	Consultant for	City of	Xenia		rhis is accurat	documen
	Business address	5577 Airport Hig	jhway, Suite 1	01, Toledo, OH 43	3615					ជា	ကို ရှိ
	Telephone No. 4	19-539-9180	Fax No. 419	9-539-9185		Email Address	mfrye	e@palme	erenergy	.com	
A-4	Applicant's a	ddress and toll-f	ree numbe	r for customer	serv	vice and com	plaints	:			

Customer service address 5577 Airport Highway, Suite 101, Toledo, OH 43615

Toll-Free Telephone No. 419-539-9180 Fax No. 419-539-9185 Email Address mfrye@palmerenergy.com

SECTION B - APPLICANT AUTHORITY AND AGGREGATION PROGRAM INFORMATION

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED

- Exhibit B-1 "Authorizing Ordinance," provide a copy of the adopted ordinance or resolution that B-1 reflects voter authorization to form a governmental aggregation program pursuant to Sections 4929.26 and 4929.27 of the Ohio Revised Code.
- Exhibit B-2 "Operation and Governance Plan," provide a copy of the applicant's plan for operation B-2 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.
- Exhibit B-3 "Automatic Aggregation Disclosure Notification." if the aggregation program provides B-3 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.)
- Exhibit B-5 "Experience," provide a detailed description of the applicant's experience and plan for: B-5 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

Sworn and subscribed before me this

15th day of February Month 2018 Year

KARLY S. FRENCH, SECRETARY TO CITY MANAGER.

Signature of official administering oath

Print Name and Title

KARLY S. FRENCH Notary Public, State of Ohio

My Commission Expires 442

My commission expires on

September 39, 2019



The Public Utilities Commission of Ohio

Ohio Natural Gas Governmental Aggregation Affidavit Form (Version 1.07)

	(version 1107)				
In the Matter of the Application of					
City of Xenia Case No. GA-GAG					
for	a Certificate or Renewal Certificate to Provide				
	Natural Gas Governmental Aggregation Service in Ohio.				
	te of OH				
	BRENT MERRIMAN, CITY MANAGER [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 78 , City MANAGER				
	Sworn and subscribed before me this 5th day of February Month 2018 Year				
(KARLY S. FRENCH, SECRETARY TO City MANAGER				
	Signature of Official Administering Oath Print Name and Title				
	KARLY S. FRENCH Notary Public, State of Ohlo Notary Public, State of Ohlo My Commission expires on September 29, 2019				

Exhibit -1 Authorizing Ordinance/Resolution

CITY OF XENIA, OHIO RESOLUTION 2018 - C

ADOPTING THE CITY OF XENIA'S NATURAL GAS AGGREGATION PLAN OF OPERATION AND GOVERNANCE

WHEREAS, in November 2005, the electorate of Xenia authorized the City to determine the best policy for the community's residents and businesses relating to natural gas aggregation, whereby the City may aggregate eligible retail natural gas loads located within the corporate boundaries of the City and enter into service agreements for the sale and purchase of natural gas, such aggregation to occur automatically except where any person elects to opt out;

WHEREAS, the City has chosen, through the RFP process, Palmer Energy Company to provide consulting services to the City with the development and implementation of a natural gas aggregation program;

WHEREAS, the City held the required two (2) public hearings regarding natural gas aggregation on January 18, 2018, at 4pm and 6pm; and

WHEREAS, this Council desires to adopt a Plan of Operation and Governance, to be approved by PUCO, for a Natural Gas Aggregation Program for the community.

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 Natural Gas Aggregation Plan of Operation and Governance is hereby adopted, as shown in the attached Exhibit A, as required by PUCO regulations.

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 Natural Gas Aggregation Program.

Section 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council that resulted in this formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 4. This Resolution shall become effective upon its passage.

Introduced:

January 25, 2018

Passed:

February 8, 2018

Michael D. Engle

President, Xenia City Council

Attest:

Michelle D. Johnson

City Clerk



Exhibit B-2 Operation and Governance Plan

THE CITY OF XENIA NATURAL GAS AGGREGATION PROGRAM

PLAN OF OPERATION AND GOVERNANCE

Purpose

The goal of this program is to facilitate additional choices for the supply of natural gas for eligible residential and commercial consumers, pursuant to Ohio Revised Code section 4929.

The City of Xenia Natural Gas Aggregation Program seeks to aggregate the retail natural gas loads of consumers located in the City to obtain the lowest price for the supply of natural gas. Participation in the City of Xenia aggregation program is limited to individuals who are not already under contract with an alternative CRNGS.

This program is voluntary. Every eligible customer has the opportunity to decline to be a member of the aggregation program and to remain with Vectren or to enter into a natural supply contract with any other competitive retail natural gas services provider (CRNGS).

Process

On November 8, 2005, the City of Xenia voters approved the development of a form of natural gas government aggregation, known as opt-out aggregation. The City shall follow the process of governmental aggregation as set out in Ohio Revised Code section 4929.26 and the rules set out by the Public Utilities Commission of Ohio (PUCO).

A municipal corporation may automatically aggregate its residents after passage of an opt-out ordinance, approval by a majority of the voters and adoption of a Plan of Operation. The City has accomplished all of these requirements.

The process will entail selection of a CRNGS, mailing opt-out notices to eligible customers, generating a list of participants who did not opt out, then transferring the participants to the chosen CRNGS.

City of Xenia Aggregation Program

The purpose of the aggregation program is to reduce the amount consumers pay for natural gas. The City will not buy and resell the natural gas for the participants of the program. Instead, The City of Xenia and its energy consultant will competitively bid and negotiate a contract with a CRNGS to provide natural gas to the members of the aggregation program.

The City of Xenia will obtain the list of customers within its boundaries from Vectren, either by zip code or by method provided by the utility. The City will have its CRNGS cleanse the data to ensure that it does not contain customers with alternate suppliers, PIPP customers, and any other excludable consumers, and only those who live within the



jurisdictional boundary. The City will then have its CRNGS send an opt-out notice to each eligible customer which discloses the offered price for natural gas along with any applicable contract terms. The opt-out notice will clearly inform potential customers that they may opt-out of the program during the 21-day period following the mailing of the notification, along with instructions on how to opt-out. Customers who opt-out of the City's aggregation program during this initial notification period will remain with Vectren unless and until the customer chooses an alternative CRNGS or chooses to opt-in to the aggregation program at a later date.

Operation

All necessary technical analysis, competitive procurement of services, regulatory approvals, accounting and fiscal management, contract maintenance, communications, program coordination and administrative support will be professionally provided by existing staff and an energy consultant, as well as the chosen CRNGS.

Funding

The primary expenses associated with operating this program are printing and mailing cost of the opt-out notices, and fees for an energy consultant. Instead of paying for these costs upfront, it shall be The City's goal to have the chosen CRNGS absorb these fees into their offered rates of the program participants.

Notification of Customers

All eligible customers in The City of Xenia will receive opt-out information in the mail. The City of Xenia will adhere to all eligibility requirements of R.C. 4929.26. Essentially, eligible customers cannot be under contract to buy natural gas from an alternate CRNGS or a mercantile customer.

The opt-out notice shall clearly inform customers of the offered rate, and that they have the right to opt-out of The City's aggregation program within twenty-one days after the mailing of the notice without paying a switching fee. The opt-out notice will fully describe how to opt-out. After the completion of the opt-out process, the residents who did not opt out will be included in The City's aggregation program.

Customer opt-out

Customers may opt-out of The City of Xenia aggregation program at no charge within the twenty-one day period following the mailing of the notice containing the rates and terms of the aggregation program. Customers who return the required opt-out notice will remain customers of Vectren. The City will offer the twenty-one day period during

which customers can opt-out of the aggregation program without charge at least every two years pursuant state law.

Customer opt-in

The City of Xenia intends on having its supplier allow customers who move into or within The City of Xenia to opt into The City's aggregation program by calling and voluntarily signing up with the supplier. The City will strive to provide these new customers with a rate similar to those who had been in the pool from the beginning. Additionally, the City's supplier may obtain a refreshed customer list from Vectren approximately every six months. The City's supplier may then send aggregation information to those eligible customers identified on the refresher list. Whether this information is in opt-in or opt-out format will depend on the negotiated language of the supplier contract. If interim opt outs are to take place; a twenty-one day opt-out will occur in the manner described above.

Disputes

The procedure for handling complaints will be in accordance with the rules set by the PUCO, and handled by the retail natural gas supplier. Dispute resolution provisions will also be in accordance with PUCO regulations. The opt-out package will contain the telephone numbers and websites for the PUCO and the Ohio Consumers Counsel, as well as the supplier's toll-free number.

The City of Xenia supplier will maintain this toll free number for all customer related questions and complaints. The City shall require that the personnel assigned to answer these calls be trained and provided the knowledge specific to The City's program.

Termination of natural gas supply program

The natural gas supply program may be terminated at the expiration of the supply contract without any extension, renewal or subsequent supply contract being negotiated.

In either event, the aggregation pool customers will return to Vectren unless and until they switch to an alternate supplier. Each individual customer receiving natural gas supply service under The City of Xenia aggregation program will receive notification of the termination of the program before termination.

Rates

The Department of Public Utilities shall receive proposals from CRNGS using a competitive selection process. Bidders will be requested to provide a fixed price,

floating price, a percent off rate, or a combination of the above. If consumers will have the option of choosing between fixed and floating prices, the opt-out package will contain ample and easy to understand information to aid the consumer in deciding which option best suits their natural gas needs. The City will decide which pricing structure(s), to offer based on the bids received, and an analysis of the current and projected market status as well as the bids received.

Billing and Payment

The City of Xenia will continue to have Vectren bill customers monthly, using an itemized format approved by the PUCO. The City will not become involved in any payment delinquency issues and thus will not require any type of consumer credit or deposit. If The City's supplier wishes to pursue payment delinquency issues, details of the supplier's credit and deposit policies will be included in the opt-out package.

Vectren will continue to deliver the natural gas purchased on the City's aggregation program through its natural gas distribution system. Participants with questions or concerns regarding service delivery or safety, such as a natural gas outage or gas odor should continue to contact Vectren. Meter readings and other billing questions should also continue to be directed to Vectren.

Questions or concerns regarding the aggregation program should be directed to the CRNGS or the City of Xenia.

Question or Concern	Contact	Telephone Number
Gas Odor or leaks	Vectren Delivery	1-800-227-1376
Turn on or off gas service	Vectren Delivery	1-800-227-1376
Billing Disputes	Vectren Delivery	1-800-227-1376
Enroll or opt-out of program	CRNGS	1-800-XXX-XXXX
Program Questions or Concerns	CRNGS	1-800-XXX-XXXX
Unresolved Disputes	Public Utilities	1-800-686-7826 (voice)
_	Commission of Ohio	1-800-686-1750 (TDD)
Unresolved Disputes	Ohio Consumers	1-877-742-5622 or
	Council	occ@occ.state.oh.us

Copies of Plan

Copies of this plan are available from the City of Xenia free of charge. Call The City at 937-376-7232, for a copy or for more information.

Consumer Right to Contact PUCO

Any natural gas customer, including any participant in The City of Xenia Natural Gas Aggregation Program, may contact the Public Utilities Commission of Ohio (PUCO) for information, or make a complaint against the Program, the Provider, or CGO. The PUCO may be reached toll free at 1-800-686-7826.

Exhibit B-3

Automatic Aggregation Disclosure

April	. 201

Dear Natural Gas Consumer.

Your Community Officials have selected and Ohio Corporation, to provide you with the opportunity to join or continue with other residents and small commercial customers in the Community's natural gas Government Aggregation Program. Government Aggregation programs allow Community 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. Voters of community approved this program as follows:

You will be automatically enrolled in our community'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 natural gas aggregation program, you must return the enclosed "Opt-Out" form by

201'. Otherwise, you will be included in the aggregation program. You do not need to do anything to participate. There is no cost for enrollment and you will not be charged a switching fee.

The opt-out aggregation program is for the period of 201 through 201. For participating members of this program, will deliver natural gas at a rate of NYMEX final monthly settlement price plus S0.1 per Ccf at the burnertip for at least twelve months but not more than 24 months. You will be provided another opt-out notice if the adder of S0. per Ccf increases. 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 Community's natural gas aggregation program. Columbia Gas will send a letter confirming your selection of as your natural gas provider. As required by law, this letter will inform you of your option to eancel your enrollment with within (7) seven business days of its postmark date. To remain in the 's government aggregation program, you do not need to take any action when this letter 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 will notice is the name of your new gas supplier.

included on your bill.

If you have any questions, please call

, Monday through Friday, 9:00 a.m. to 4:00 p.m.

Sincerely.

Your Community and

Exhibit B-4

Opt – Out Notice

These ENERGY SUPPLY TERMS AND CONDITIONS have important information you need to know before you commit to natural gas service from some simple commit in the composition whose customers include a variety of Ohio natural gas end users. As a supply customer of you agree to the Terms and Conditions of matural gas supply contract.

Service Arrangement; energy supply will be delivered to your residence or facility via the utilities pipeline on a month to month basis. Upon acceptance by the utility company the cost will be at a rate of NYMEX plus \$0.124 per Ccf end of month close.

Office Locations and Hours: offices are located at 790 Windmiller Drive, Pickerington, Ohio 43147 and are open from 8:30 A.M. to 4:00 P.M. E.S.T., Monday through Friday. can be reached by telephone at (614) 856-3128 or toll free at 800-977-8374 option 1. Telephone service hours are from 9:00 A.M. to 4:00 P.M. E.S.T., Monday through Friday. E-mail address is

Comptaint 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, will provide to you up to twenty-four months of your have eafled 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 eight a.m. to five 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 eight a.m. to five p.m. weekdays, or at http://www.pickocc.org

Amendment to Agreement: may amend 158 Supply Agreement from time to time upon approval from your community. Any amendments made would not take effect for a minimum of thirty (30) days and you will receive thirty (30) days written notice at members - service address. Notice of any such

change is public information and may be announced by any one of or variation of the following methods: local newspaper press release, local radio station announcement, written communications to participants or update on your community's website.

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

Credit: If is performing billing services, other than for operation, maintenance, assignment and transfer of your account or, for commercial collection. ... will not disclose your account number without your affirmative written or electronic authorization or pursuant to a count or commission order. Additionally, if billing, other than for the purposes of credit checking and credit reporting. ... will not disclose your social security number without your affirmative written consent or pursuant to a count order.

Termination/Reselssion of Agreement: You may reseind your natural gas supply enrollment with Columbia Gas of Ohio within seven (7) days of the post mark date of the confirmation notice from Columbia Gas. After the initial seven (7) day period, either you or I 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 cessation of services. If your supply contract is terminated, your natural gas supply will automatically be provided by the utility under its standard tariff unless or until you choose another supplier. If you voluntarily terminate participation in the Community's natural gas governmental aggregation program, you may be charged a price other than the Columbia Gas regulated sales service rate. There will be no early termination fees associated with the Community's program. This agreement will automatically terminate upon the occurrence of any of the following: (1) the requested service location is not served by Columbia Gas; (2) you move outside the Columbia Gas service area or to an area not served by ..., or (3) terminates your supply agreement and returns you to the incumbent natural gas company. You have the right to terminate this agreement, without penalty, for any reason at any time.

Program Compliance: The utility'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 this agreement.

fixed rate excludes utility charges and taxes. Service is subject to carallment processing timelines as determined by your local utility and saforementioned Terms and Conditions of Service. To be eligible to participate in the aggregation, you must: (1) have a residence or business located in the 2(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 supply service from another natural gas marketer. If you believe you received this letter in error as you are not located in the please contact to remove your account from our aggregation list.

P.S. Remember to return the opt-out form only if you do not want to participate in the Community's Governmental Aggregation program.

		OPT-OUT FORM FOR THE CO	OVERNMENTALAGGREGATION PROGRAM
I wish to opt Service Address:	out of the	: Governmental Aggregation Progra	
Phone Number:		Account Number:	
Printed Name:		Date	
Account holder's si	ignature: _		
Mail by	ito:	Governmental Aggregation Program.	



Exhibit B-5 Experience

Appendix B-5

Applicant's Experience and Plan for Providing Aggregation Services:

Xenia is a city in and the county seat of Greene County, Ohio. The municipality is located in southwestern Ohio 21 miles from Dayton and is part of the Dayton Metropolitan Statistical Area, as well as the Miami Valley region.

Xenia is the third largest city by population in Greene County, behind Fairborn and Beavercreek. Xenia is centrally located in the "transportation triangle" formed by three major interstate highways: <u>I-70</u>, <u>I-71</u>, and <u>I-75</u>. These north-south, east-west arteries are within minutes of Xenia via U.S. Routes <u>35</u>, <u>42</u>, and <u>68</u>, tying the community to one of the nation's largest 90-minute highway markets.

Because transportation and healthy economies go hand-in-hand, the convenient and accessible movement of people and products is a major asset for Xenia. Its location within the nation's largest 90-minute air travel market, with access to nearby Dayton International Airport, reaches over two-thirds of the nation's population and businesses. Companies using corporate aircraft will also enjoy the added convenience of the Greene County - Lewis A. Jackson Regional Airport just west of Xenia.

The City of Xenia provides residents with the full range of municipal services including water, sewerage, refuse collection, parks and recreation, police, fire, and emergency medical services. Xenia's safety divisions have earned a reputation for excellence in both planning and operations.

The City has the necessary resources and support to carry out its responsibilities under the Plan of Operation and Governance and the PUCO regulations.