

**DIS Case Number: 18-0302-GA-GAG**

## Section A: Application Information

### **A-1. Applicant's legal name, address, telephone number, and web site address**

**the applicant's legal name, address, telephone number, and web address.**

Legal Name: City of Xenia	Country: United States
Phone: 9373767232	Extension (if applicable):
Street: 107 East Main Street	
Website (if any): <a href="http://www.ci.xenia.oh.us">www.ci.xenia.oh.us</a>	City: Xenia
	Province/State: OH
	Postal Code: 45385

### **A-2. Contact person for regulatory matters**

Mark Frye  
5577 Airport Hwy, Ste 101  
Toledo, OH 43615  
US  
[mfrye@palmerenergy.com](mailto:mfrye@palmerenergy.com)

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

Mark Frye  
5577 Airport Hwy, Ste 101  
Toledo, OH 43615  
US  
[mfrye@palmerenergy.com](mailto:mfrye@palmerenergy.com)

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

Phone: 419-539-9180	Extension (if applicable):	Country: United States
Fax: 419-539-9185	Extension (if applicable):	Street: 5577 Airport Highway, Suite 101
Email: <a href="mailto:mfrye@palmerenergy.com">mfrye@palmerenergy.com</a>		City: Toledo
		Province/State: OH
		Postal Code: 43615

**B-1. Authorizing ordinance**

Provide a copy of the adopted ordinance or resolution that reflects voter authorization to form a governmental aggregation program pursuant to Sections 4929.26 and 4929.27 of the Ohio Revised Code.

File(s) attached.

**B-2. Operation and governance plans**

Provide a copy of the applicant's plan for operation and governance of its aggregation program adopted pursuant to Sections 4929.26(C) or 4929.27(B) of the Revised Code. The Operation and Governance Plan should include all information pursuant to Rule 4901:1-28-03 of the Ohio Administrative Code.

Files(s) attached.

**B-3. Opt-out disclosure notice**

If the aggregation program provides for automatic aggregation in accordance with Section 4929.26(A) of the Revised Code, provide a copy of the disclosure notification required by Section 4929.26(D) of the Revised Code.

File(s) uploaded

**B-4. Experience and Plans**

Provide a description of the applicant's experience in providing the service(s) for which it is applying (e.g. number and type of customers served, utility service areas, amount of load, etc.). Also provide the plan for contracting with customers, providing contracted services, providing billing statements, and responding to customer inquiries and complaints in accordance with Commission rules adopted pursuant to Section 4928.10 of the Revised Code.

File(s) attached

# Application Attachments

# **City of Xenia**

## **Exhibit B-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.

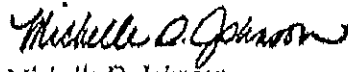
**Section 3.** It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council that resulted in this formal action were in meetings open to the 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

# **City of Xenia**

## **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.

### **Joining the Program at a later date**

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

### **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 Commission of Ohio	1-800-686-7826 (voice) 1-800-686-1750 (TDD)
Unresolved Disputes	Ohio Consumers Council	1-877-742-5622 or occ@occ.state.oh.us

### **Liability**

The City shall not be liable to Members in the Aggregation Group for any claims whatsoever arising out of the aggregation program or the provision of aggregation services by the City or the Provider. Aggregation Group members shall assert any such claims solely against the Provider pursuant to the Power Supply Agreement, under which such participants are express third-party beneficiaries.

### **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.

# Competitive Retail Natural Gas Service Affidavit

County of Greene :

State of Ohio :

Ryan Duke, 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, and that it will amend its application while it is pending if any substantial changes occur regarding the information provided.
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 Sections 4905.10 and 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 fully with the Public Utilities Commission of Ohio and its staff on any utility matter including 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 comply with all state and/or federal rules and regulations concerning consumer protection, the environment, and advertising/promotions.
8. Applicant will inform the Public Utilities Commission of Ohio of any material change to the information supplied in the application within 30 days of such material change, including any change in contact person for regulatory purposes or contact person for Staff use in investigating consumer complaints.
9. The facts set forth above are true and accurate to the best of his/her knowledge, information, and belief and that he/she expects said applicant to be able to prove the same at any hearing hereof.
10. Affiant further sayeth naught.

Ryan Duke  
Signature of Affiant & Title

Sworn and subscribed before me this 30<sup>th</sup> day of Nov., 2023  
Month Year

Michelle Johnson  
Signature of official administering oath

Michelle Johnson, City Clerk  
Print Name and Title

My commission expires on 05/05/2024



# **City of Xenia**

## **Exhibit B-3**

### **Automatic Aggregation Disclosure**

### **Opt – Out Notice**

IGS.com | PO Box 9060 Dublin, OH 43017 | Phone: 877-353-0162 | Fax: 800-584-4839



TEST CUSTOMER  
6100 EMERALD PKWY  
DUBLIN OH 43017



October 14, 2022

Dear Resident or Small Business Owner:

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

Under governmental aggregation, the City of Xenia acts on behalf of natural gas consumers in the community to negotiate a gas supply contract with eligible suppliers. Both the City of Xenia and IGS Energy must be certified by the Public Utilities Commission of Ohio. The Xenia voters approved the implementation of the program on November 8, 2005 and the City Council Members approved Resolution 2018-C. Your participation in the aggregation program for the City of Xenia will begin within one or two billing periods after enrollment with CenterPoint Energy (CPE) and end with your November 2023 billing period.

Your price under the City of Xenia Natural Gas Aggregation Program will be a fixed rate \$1.019 per CCF, plus applicable state and local taxes through your November 2023 billing period. Please refer to the attached Terms and Conditions for full details of this offer.

**You will be automatically enrolled in the Xenia Natural Gas Aggregation Program unless you choose to "opt out" – that is, to not participate.** There is no cost for enrollment. You do not need to do anything to be included. You may cancel your enrollment from this program at any time with no cancellation fee by providing notice to IGS Energy.

**If you want to be excluded from the Xenia Natural Gas Aggregation Program you must return the enclosed "Opt-Out" form or contact IGS Energy at 1-877-353-0162 by November 4, 2022.** If you do not opt out at this time, you will be enrolled in the program until it expires with your November 2023 billing period. If you do nothing you will soon receive a letter from CPE notifying you of your transfer to your community's new program with IGS Energy as your supplier. If you wish to remain in the program, simply ignore that letter.

Under this program IGS Energy will deliver your gas to CPE and then CPE will deliver that gas to you. CPE will maintain the pipeline system that delivers natural gas to your home or business. CPE will continue to read your meter and will continue to send you a monthly bill that will include the gas supply charge from IGS Energy. You will still contact CPE regarding loss of gas service, odor of gas, or for any other concerns or issues having to do with your local service. Budget billing and automatic billing options will continue to be available through CPE.

If you have any questions please call IGS Energy at 1-877-353-0162, weekdays, from 8:00 a.m. to 8:00 p.m. EST. For general information on natural gas deregulation in Ohio, you can also visit the Web Sites of the Ohio Consumers' Counsel ([www.occ.ohio.gov](http://www.occ.ohio.gov)) or the Public Utilities Commission of Ohio ([www.PUCO.ohio.gov](http://www.PUCO.ohio.gov)).

Sincerely,

**The City of Xenia and IGS Energy**

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

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

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

15 digit account number as it appears on your CPE gas bill.

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Service Address:

TEST CUSTOMER  
6100 Emerald Pkwy  
Dublin OH 43017

**I wish to opt out of the Xenia Natural Gas Aggregation Program.**

Phone Number \_\_\_\_\_

Email Address \_\_\_\_\_

Signature (REQUIRED) \_\_\_\_\_



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**Term:** The community's opt-out government aggregation program (the "Program") and my service with Interstate Gas Supply, Inc. (elsewhere referred to as "IGS Energy" and the consumer will be referred in the first person, "my," "me" or "I") as my supplier on the Program will begin within one to two billing cycles after my enrollment or rate change is confirmed with the utility company and shall continue through my November 2023 utility billing cycle, unless notified otherwise. IGS Energy will supply the commodity portion of my natural gas and CenterPoint Energy (CPE) will be my Natural Gas Distribution Company ("NGDC"). I can contact the IGS Energy choice department by phone at 1-877-353-0162, by fax at 1-800-584-4839, in writing at P.O. Box 9060, Dublin, OH 43017, or through their web site at <http://www.igsenergy.com>.

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

**Price:** My price through the November 2023 NGDC billing cycle shall be a fixed rate of \$1.019 per CCF, which does not include applicable sales tax or NGDC transportation and other charges.

**Renewal:** If my community's governmental aggregation continues, at least every two years from the establishment of this Program the government aggregator or its supplier shall provide me notice of my right to opt out of the aggregation without penalty. The process for providing me with notice of my right to opt-out shall include a provision for me to return a post card or similar notice to the governmental aggregator or the supplier. For renewals, I will have at least twenty-one days from the post mark date on the written notice to choose to opt out of the Program, and my return post card or notice that is post marked before the opt out deadline has elapsed shall count as timely sent. The notice will follow the procedures established for the initial opt-out notice set forth in this rule and shall prominently disclose to customers all changes to the terms and conditions associated with the aggregation. I am entitled to opt-out of the government aggregation program at least every two years from the commencement date of the Program, without a penalty. If I am in the Program when the Program is renewed and I do not exercise my right to opt-out, I will be continued in the Program.

**Rescission Period:** I will have 21 days from the post mark date of my opt-out notice to exercise my right to opt-out of my community's Program. If I do not opt-out of the Program, IGS Energy will submit my enrollment to the NGDC and if I am new to the Program or a new customer to IGS Energy I will have 7 business days from the post-mark date of the confirmation notice sent by the NGDC to rescind my enrollment. I can rescind my enrollment by contacting the NGDC in writing or by telephone at the number provided on the confirmation notice within that 7-day period. Otherwise, I can cancel this agreement as detailed below.

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

**Contact and Dispute Resolutions:** In the event of a billing dispute or issues regarding volume or metering, I should contact the NGDC at the number listed on their bill. For other questions or concerns about pricing, I can contact the IGS Energy choice department by phone weekdays from 8:00 a.m. to 8:00 p.m. EST at 1-877-353-0162, by fax 1-800-584-4839, in writing at P.O. Box 9060, Dublin, OH 43017, or through their web site at [www.igsenergy.com](http://www.igsenergy.com). Also, I can contact IGS Energy through e-mail at [choice@igsenergy.com](mailto:choice@igsenergy.com). If my questions or concerns are not resolved after I have called IGS Energy, or for general utility information, residential and business customers may call the Public Utilities Commission of Ohio (PUCO) toll free at 1-800-686-7826 or for TDD/TTY toll free at 1-800-686-1570, from 8:00 a.m. to 5:30 p.m. weekdays, or visit the PUCO website at [www.puco.ohio.gov](http://www.puco.ohio.gov). The Ohio Consumers Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted toll free at 1-877-742-5622 from 8:00 a.m. to 5:00 p.m. weekdays or visit [www.occ.ohio.org](http://www.occ.ohio.org).

**Billing:** For my convenience I will receive only one bill, which will be issued by the NGDC each month and will contain IGS Energy's gas price plus applicable taxes and all of the NGDC's transportation and other applicable charges, including any late fees assessed by the NGDC. I agree to continue to pay the NGDC for the entire gas bill under the NGDC's payment terms and conditions. If I pay under the budget bill payment plan, I understand that this service is available and will remain available. IGS Energy reserves the right to issue an invoice to me directly, such invoice would contain IGS Energy's gas price and may also contain applicable taxes and all of the NGDC's transportation and other applicable charges. If the NGDC discontinues or materially alters its billing service, then IGS Energy may invoice me directly and if I fail to pay within the terms specified on the invoice(s) a late fee of 1.5% per month on all past-due amounts will apply. If IGS Energy bills me directly for services provided, IGS Energy may terminate this Agreement with fourteen (14) days written notice should I fail to pay the bill or meet any agreed-upon payment arrangements. If I fail to pay my invoices timely which include IGS Energy charges, the NGDC may disconnect my service, according to tariff guidelines. I may request, at no charge, up to 24 months of my payment history for services rendered by IGS Energy. Other than for operation, maintenance, assignment and transfer of my account or, where IGS Energy is performing billing services, or for commercial collections, IGS Energy will not disclose my account number to any other third party without my affirmative written consent or electronic authorization or pursuant to a court or Commission order and that, other than for credit checking and credit reporting, if IGS Energy is performing billing services, IGS Energy will not disclose my social security number without my affirmative written consent or pursuant to court order. I authorize IGS Energy to obtain my billing payment and usage history from the NGDC.

**Assignment:** This contract is assignable by IGS Energy without my consent subject only to required regulatory approvals. IGS will use its best efforts to give the NGDC and me thirty (30) days written notice prior to any assignment.

**Moving/Termination:** I understand that this contract will automatically terminate, without penalty, if I relocate outside my community aggregation Program boundaries, or if the requested service location is not served by the NGDC. Also, I understand that I have the right to terminate this Agreement, without penalty, if I relocate inside the NGDC service territory and the NGDC does not have contract portability and if IGS Energy agrees to allow me to continue. In such instances, I would have to enroll with IGS Energy under a new agreement, as this Agreement is only valid for opt-out government aggregation. I understand that I am not entitled to the pricing or service from IGS Energy hereunder at my new location until such time as the NGDC accepts my enrollment with IGS Energy at my new location and/or transfers my contract to my new location and that the pricing hereunder will not be extended for additional months that I was not with IGS Energy, unless agreed to in writing by IGS Energy. Except as provided in this Agreement, If IGS Energy returns me to the NGDC's sales service, this Agreement will terminate without penalty to me.

**Eligibility / Limitation of Liability / Jurisdiction:** This Agreement is for residential and small commercial customers that use less than 5000 CCF a year and are otherwise eligible for opt-out government aggregation programs. IGS Energy and my community shall use its best efforts to ensure that only eligible customer accounts within its governmental boundaries and customers who have not opted out are included in its aggregation. If ineligible accounts, accounts from outside of the governmental aggregator's governmental boundaries, or accounts for customers who opted out of the aggregation are switched to the governmental aggregation, as soon as IGS Energy is aware of such event the governmental aggregator (or IGS Energy) will promptly contact the natural gas company to have the customer switched back to the customer's former supplier, and will pay any switching fee imposed by the NGDC for such switch. Participation in the program is subject to the rules of the NGDC and the rules established in Ohio Administrative Code 4901:1-28. Customers are sometimes terminated or not enrolled in the program due to NGDC issues. In such instances, I can contact the NGDC to correct the problem and be reinstated or enrolled in the Program. Regardless of the reason for termination, in no case will the original term be extended for months that I was unable to participate nor will IGS Energy have any liability for any early termination or for any months that I was unable to participate in the Program. IGS Energy assumes no liability or responsibility for losses or consequential damages arising from items associated with the NGDC including, but not limited to: operations and maintenance of their system; any interruption of service; termination of service; or deterioration of service, nor does IGS Energy assume responsibility or liability for damages arising from any in-home or building damages and in addition shall not be responsible for any indirect, consequential, special or punitive damages whether arising under contract, tort (including negligence or strict liability) or any other legal theory. The parties agree that if the customer is unable to resolve its issues through the PUCO as detailed under "Contract and Dispute Resolution" above or if suit is filed, any legal action involving this Agreement shall be brought only in a court of the State of Ohio. The Parties shall not pursue any claims arising under this Agreement on a class or other representative basis and will not seek to coordinate or consolidate any legal actions arising under this Agreement with any other proceeding. The parties agree that this Agreement shall be interpreted under the laws of the State of Ohio, regardless of Ohio's choice of law provision.

**By returning this signed form, you will be excluded from the opportunity to join other residents in the Xenia Natural Gas Governmental Aggregation Program**

#### NOTICE

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

Return by **November 4, 2022** to:

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

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# **City of Xenia**

## **Exhibit B-4**

## **Experience**

## Experience

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

The City of Xenia officials are experienced in negotiating and providing for common services for the City. However, due to the complexity of Governmental Aggregation, the City has selected Palmer Energy Company, 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.

To assist the City in its governmental aggregation efforts, the City is working through the Ohio Municipal League Service Corporation (OMLSC) program process. This program was designed specifically to help cities and villages save money on their natural gas and electric bills by utilizing Palmer's knowledge and the strength of group buying. As part of this process, the City will utilize the OMLSC program manager, Palmer Energy. Palmer Energy will submit the RFP on behalf of the City and provide information and recommendations to the City regarding the various offers received.

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 the utility 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

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**This foregoing document was electronically filed with the Public Utilities  
Commission of Ohio Docketing Information System on  
12/26/2023 9:50:44 AM**

**in**

**Case No(s). 18-0302-GA-GAG**

Summary: In the Matter of the Application of City of Xenia