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<b>To:</b>	PUCO Docketing Division	<b>From:</b>	Andrea Flowers Palmer Energy Company Consultant for City of Xenia
<b>Fax:</b>	(614)-466-0313	<b>Pages:</b>	16
<b>Phone:</b>	(614)-466-4095	<b>Date:</b>	February 09, 2018
<b>Re:</b>	City of Xenia Case# 14-1317-EL-GAG Resolution 2018 – A and Amendment to Operation and Plan of Governance	<b>cc:</b>	

☐ Urgent    ☒ For Review    ☐ Please Comment    ☐ Please Reply    ☐ Please Recycle

Good Afternoon:

We would like to submit a request to amend the current Operation and Plan of Governance on file for the City of Xenia, Case# 14-1317 EL-GAG.

Accompanying this cover sheet, please find the resolution accepting the amended changes; and the amended Operation Plan of Governance.

This letter has also been mailed to the Docketing Division for review.

Thank you,

Andrea Flowers  
Palmer Energy Company  
Consultant for City of Xenia

**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.

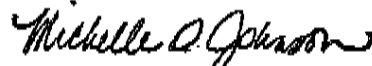
**Section 2.** The City Manager is hereby authorized to execute an agreement with Palmer Energy to act as the City's consultant in implementing and maintaining the City's Electric Aggregation Program.

**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, 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. 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 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 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 22<sup>nd</sup> at 2:00pm and July 24<sup>th</sup> 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. An RFP will be issued to select the best CRES supplier to provide electric power for the Xenia Aggregation Program. Under this program, Dayton Power and Light (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.

"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 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.

"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.

### 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 a Request for Proposal (RFP) process administered by its consultant. 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 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 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: 1) leave the program due to relocation, opting out, etc.; 2) decide to enter the Program; 3) relocate within eligible areas within the City; and 4) 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 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 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: 1) Member inquiries and complaints about billing; and 2) 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. 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. 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 1) the number of Members participating in the

Program; and 2) 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. 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 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.
- 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 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 consumer action beginning on the 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 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. Participants will also be notified of their right to select an alternate generation supplier and of their ability to return to EDU'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 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 Standard Service Offer upon termination.

#### G. Opt-In Procedures

DPL customers will be automatically enrolled in the Program after a 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 to 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 service activation requirements. Aggregation Group participants who move from one location to another within the corporate limits of the City shall retain their participant status.

#### H. Opt-out Procedures

DPL consumers 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. 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 consumer's next scheduled meter read date but may be charged a switching fee in an amount and method determined by the Contract. Switching to a different generation supplier on the next meter read date, however, will occur when the next meter read date is twelve (12) business days or more from the date of the



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 who opt-out of the Aggregation Group will default to the EDU's Standard Service Offer, until the consumer selects an alternate generation supplier.

I. Rates

**Residential and Commercial Rates:**

Through the efforts of its consultant, 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. Consumer 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 low-income assistance programs: 1) Percentage of Income Payment Plan (PIPP); 2) The Home Energy Assistance Program; 3) The Home Weatherization 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 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 from the City free of charge by calling 937-376-7232.

**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. 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 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 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 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.

Resolution 2018-A  
Exhibit AJanuary, 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.

Resolution 2018-A  
Exhibit A

**Option 1: Do nothing and save.**  
If you want to participate in this program and save, you do not need to return this form. Your enrollment is automatic.

**OR**

**Option 2: Opt out by returning this form.**  
If you do not want to participate in this program, you must return this form before the due date.

**By returning this signed form, you will be EXCLUDED from the opportunity to join with other residents in Xenia's Electric Governmental Aggregation Program.**

**☐ I wish to opt out of the City of Xenia Electric Governmental Aggregation Program. (Check box to opt out.)**

**Account #**

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**Service address (City, state and Zip):** \_\_\_\_\_

**Phone number:** \_\_\_\_\_

**Account holder's signature:**

**Date:** \_\_\_\_\_

**Mail by** \_\_\_\_\_, 2018 to **City of Xenia Electric Governmental Aggregation Program,** \_\_\_\_\_

APPENDIX B - CUSTOMER SERVICE PLAN
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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.

5. Provider shall retain records of Member complaints, investigations, and complaint resolutions for one year after the occurrence of such complaints, and shall provide such records to the Commission Staff within five 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 agent, to provide billing services to each Member for the Competitive Retail Electric Services, with no additional administrative fee. 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.

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.

### **Appendix C -- Experience**

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:

1. Police Services
2. Parks and Recreation
3. 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, 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, Rossford, Sylvania, Toledo and Waterville, the Villages of Delta, Holland, Ottawa Hills and Walbridge, 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**  
**5577 Airport Highway, Suite 101**  
**Toledo, Ohio 43615**  
**419-539-9180 (Office)**  
**419-539-9185 (Fax)**  
**Email: mfrye@palmerenergy.com**



**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

**2/9/2018 4:15:46 PM**

**in**

**Case No(s). 14-1317-EL-GAG**

Summary: Amended Application of City of Xenia filed by A. Flowers electronically filed by  
Docketing Staff on behalf of Docketing. (FAX)