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**Public Utilities
Commission**

PUCO USE ONLY		
Date Received	Case Number	Version
	18-0391-EL-GAG	December 2014

CERTIFICATION APPLICATION FOR ELECTRIC GOVERNMENTAL AGGREGATORS

Please print or type all required information. Identify all attachments with an exhibit label and title (Example: Exhibit A-5 Experience). All attachments should bear the legal name of the Applicant and should be included on the electronic copy provided. Applicants should file completed applications and all related correspondence with: Public Utilities Commission of Ohio, Docketing Division, 180 East Broad Street, Columbus, OH 43215-3793.

**This PDF form is designed so that you may input information directly onto the form.
You may also download the form, by saving it to your local disk, for later use.**

A. APPLICANT INFORMATION

A-1 Applicant's name, address, telephone number, and web site address

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

Name Village of Rockford, Mercer County

Address 151 East Columbia Street, Rockford, Ohio 45882

Telephone Number (419) 363-3032

Web site address (if any) www.rockfordalive.com/village

County Mercer County

A-2 Exhibit A-2 "Authorizing Ordinance" provide a copy of the ordinance or resolution authorizing the formation of a governmental aggregation program adopted pursuant to Section 4928.20(A) of the Revised Code.

A-3 Exhibit A-3 "Operation and Governance Plan" provide a copy of the applicant's plan for operation and governance of its aggregation program adopted pursuant to Section 4928.20(C) of the Revised Code. The Operation and Governance Plan explained in Exhibit A-3 should include:

- Terms and conditions of enrollment including:
 - Rates
 - Charges
 - Switching fees, if any
- Policies associated with customers moving into/out of aggregation area
- Billing procedures
- Procedures for handling complaints and disputes including the toll-free telephone number and address for customer contacts

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.
Technician mm Date Processed 03/05/18

A-4 **Exhibit A-4 "Automatic Aggregation Disclosure"** provide a copy of the disclosures required by Section 4928.20(D) of the Revised Code, if its aggregation program provides for automatic aggregation in accordance with Section 4928.20(A) of the Revised Code

A-5 **Exhibit A-5 "Experience"** provide a detailed description of the applicant's experience and plan for providing aggregation services, including contracting with retail generation providers, providing billing statements, responding to customer inquiries and complaints, and complying with all applicable provisions of commission rules adopted pursuant to section 4928.10 of the Revised Code.

A-6 **Contact person for regulatory or emergency matters**

Name Mark R. Frye

Title Consultant for Village of Rockford, Mercer County

Business address 5577 Airport Highway, Suite 101, Toledo, OH 43615

Telephone number (419) 539-9180 Fax (419) 539-9185

E-mail address mfrye@palmerenergy.com

A-7 **Contact person for Commission Staff use in investigating customer complaints**

Name Mark R. Frye

Title Consultant for Village of Rockford, Mercer County

Business address 5577 Airport Highway, Suite 101, Toledo, OH 43615

Telephone number (419) 539-9180 Fax (419) 539-9185

E-mail address mfrye@palmerenergy.com

A-8 **Applicant's address and toll-free number for customer service and complaints**

Address 151 East Columbia Street, Rockford, Ohio 45882

Toll-free telephone number (419) 539-9180

Fax # (419) 539-9185

Jeffery Administrator
Signature of Applicant & Title

Sworn and subscribed before me this 26th day of February, 2018
Month

Andrea Stokes
Signature of official administering oath

Andrea Stokes, Program Manager
Print Name and Title

My commission expires on October 12, 2020



ANDREA R. STOKES
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES 10-12-2020

AFFIDAVIT

State of Ohio :

County of Mercer :

____ ss.
(Town)

Jeff Long, Affiant, being duly sworn/affirmed according to law, deposes and says that:
He/She is the Village of Rockford (Office of Affiant) of Village of Rockford (Name of Applicant);
Mercer County
That he/she is authorized to and does make this affidavit for said Applicant,

1. The Applicant herein, attests under penalty of false statement that all statements made in the application for certification are true and complete and that it will amend its application while the application is pending if any substantial changes occur regarding the information provided in the application.
2. The Applicant herein, attests it will timely file an annual report with the Public Utilities Commission of Ohio of its intrastate gross receipts, gross earnings, and sales of kilowatt-hours of electricity pursuant to Division (A) of Section 4905.10, Division (A) of Section 4911.18, and Division (F) of Section 4928.06 of the Revised Code.
3. The Applicant herein, attests that it will timely pay any assessments made pursuant to Sections 4905.10, 4911.18, or Division F of Section 4928.06 of the Revised Code.
4. The Applicant herein, attests that it will comply with all Public Utilities Commission of Ohio rules or orders as adopted pursuant to Chapter 4928 of the Revised Code.
5. The Applicant herein, attests that it 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. The Applicant herein, attests that it will fully comply with Section 4928.09 of the Revised Code regarding consent to the jurisdiction of Ohio Courts and the service of process.
7. The Applicant herein, attests that it will comply with all state and/or federal rules and regulations concerning consumer protection, the environment, and advertising/promotions.
8. The Applicant herein, attests that it will use its best efforts to verify that any entity with whom it has a contractual relationship to purchase power is in compliance with all applicable licensing requirements of the Federal Energy Regulatory Commission and the Public Utilities Commission of Ohio.
9. The Applicant herein, attests that it will cooperate fully with the Public Utilities Commission of Ohio, the electric distribution companies, the regional transmission entities, and other electric suppliers in the event of an emergency condition that may jeopardize the safety and reliability of the electric service in accordance with the emergency plans and other procedures as may be determined appropriate by the Commission.
10. If applicable to the service(s) the Applicant will provide, the Applicant herein, attests that it will adhere to the reliability standards of (1) the North American Electric Reliability Council (NERC), (2) the appropriate regional reliability council(s), and (3) the Public Utilities Commission of Ohio. (Only applicable if pertains to the services the Applicant is offering)

11. The Applicant herein, attests that it will inform the Commission 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 customer complaints.
12. The Applicant herein, attests that it will docket with the Commission's Docketing Division the final opt-out and any supplemental opt-outs (including beginning and ending dates of the 21-day opt-out period and the selected CRES supplier) at a minimum 10 days prior to sending the opt-outs to customers.

That the facts above set forth are true and correct 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.

Jeff Long Administrator
Signature of Affiant & Title

Sworn and subscribed before me this 26th day of February, 2018
Month Year

Andrea Stokes
Signature of official administering oath

Andrea Stokes, Program Manager
Print Name and Title

My commission expires on

October 12, 2020



ANDREA R. STOKES
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES 10-12-2020

Exhibit A-2

Authorizing Ordinance

Village of Rockford,

Mercer County

RESOLUTION 18-17 02-18

A RESOLUTION CREATING AND ACCEPTING THE VILLAGE OF ROCKFORD ELECTRIC AGGREGATION PROGRAM PLAN OF OPERATION AND GOVERNANCE.

WHEREAS, on November 3, 2015 a majority of voters in the Village of Rockford, OH approved a referendum that authorized the Village of Rockford to pursue Automatic Governmental Electric Aggregation, and


WHEREAS, the Village council is required in accordance with the governmental aggregation provisions in Sections 4901:1-21-16 of the Ohio Administrative Code to develop and approve an Electric Aggregation Plan of Operations and Governance.

THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF ROCKFORD, OHIO, THAT:

SECTION ONE: The council of the Village of Rockford hereby approves the attached Electric Aggregation Plan of Operation and Governance.

SECTION TWO: All meetings and discussions regarding this legislation were open to the public in accordance with Ohio law.


PASSED THIS 19TH DAY OF DECEMBER, 2017.



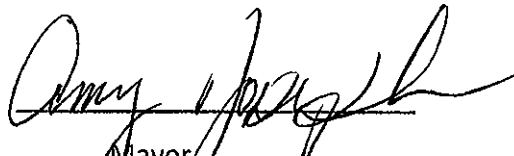
President of Council

ATTEST:

APPROVED:



Fiscal Officer



Mayor

Exhibit A-3

Operation and Governance

Plan

Village of Rockford,

Mercer County

Village of Rockford

Electric Power

Aggregation

Plan of Operation and

Governance

December ____, 2017

Village of Rockford, Ohio Mercer County

Electric Governmental Aggregation

Plan of Operation and Governance

- I. **INTRODUCTION.** On November 3, 2015 a majority of voters in Village of Rockford, Mercer County, Ohio approved a referendum that authorized the Village of Rockford (the Village”) to pursue Automatic Governmental Aggregation. The Village approved this Plan of Operation and Governance as prescribed by Section f4928.20 of the Ohio Revised Code. The Village has developed this Plan of Operation and Governance (“Plan of Operation”) in accordance with the governmental aggregation provisions in Section 4901:1-21-16 Ohio Administrative Code. Once certified as a Governmental Aggregator, the Village will be authorized to combine multiple retail electric customer loads within its geographic boundaries (the “Aggregation”) for the purpose of facilitating the purchase of electric supply in Ohio’s competitive retail electric market.

Village of Rockford anticipates that utilizing its aggregation authority will provide individual residential and small commercial consumers benefits such as price reductions that these consumers are typically unable to obtain since they lack the bargaining power, expertise and the economies of scale enjoyed by larger consumers.

- II. **PROCESS.** Under an opt-out aggregation program, all residential and small business customers in the authorized areas of Village of Rockford 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 Ohio Law, the various communities jointly participating in the Village’s governmental aggregation passed a Resolution or Ordinance, which authorized submitting the selection of opt-out aggregation to the community’s voters.

In addition to obtaining necessary voter approvals, Village of Rockford is also required to comply with various PUCO regulations. As required by PUCO regulations the Village will file an application with the PUCO for certification as a Government Aggregator after the Village Approves this Aggregation Plan of Operations and Governance (“Plan” or “Aggregation Plan”). As required by regulations, the Village advertised public hearing dates to discuss the Plan and held two hearings on the Plan.

The Village anticipates selection of a Provider prior to or shortly after receiving approval from the PUCO as a governmental aggregator. Upon Provider selection an Opt-out notice for the Village Program will be sent to all eligible electric customers setting forth the rates, terms and conditions of the program. This notice will provide potential Aggregation participants at least 21 days to return an opt-out card or other similar notice.

- III. **CONTRACT.** The supply contract (“Contract”) negotiated between the Governmental Aggregator and the selected Provider shall be for firm, full requirements power supply. Each Aggregation participant shall be individually bound by the terms and conditions found in the opt-out notice and the Contract and shall be solely responsible for payment and performance.

The power supply charges for Aggregation participants shall be negotiated and included in the Contract. These charges shall take the form of either a fixed price or a price representing a percentage below the electric distribution utility's ("EDU") avoidable costs ("Avoidable") or Price to compare ("PTC"). These charges will be fully and prominently disclosed in the consumer opt-out materials provided to potential Aggregation participants and available by calling the Provider's toll free customer service telephone number.

The Village's Retail Electric Generation Provider shall meet each of the following requirements:

- Has sufficient power supplies arranged and structure in place to provide retail firm power to the Members.
- Has a Federal Power Marketer license with the Federal Energy Regulatory Commission.
- Is certified as a CRES by the PUCO.
- Registered as a generation supplier with the EDU prior to flowing power to Members.
- Has appropriate Transmission Service agreement(s) in place to serve the Members.
- Has or has arranged for an Electronic Data Interchange computer network that is capable of handling the Village's Members requirements with the EDU.
- Has the ability to educate Members on the Village's Aggregation Program.
- Has or has arranged for a call center capable of handling the Village's Aggregation Group customer calls.
- Has a toll-free number as required by the PUCO for customer service inquiries and potential complaints related to the Village's Program.
- Will hold the Village financially harmless from any financial obligations arising from supplying power to the Members.
- Satisfies the EDU's and Village's credit requirements.
- Will assist the County and its consultant in filing reports required by the PUCO and Sections 4805.10(A), 4911.18(A) and 4928.06(F) of the Ohio Revised Code.

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

"Aggregation Program" or "Program" means the program developed by the Village, as a Government Aggregator under Section 4928.20 Ohio Revised Code, to provide eligible residential and small business consumers with retail electric generation services.

"Government Aggregator" means Village of Rockford using its legislative authority to act 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" or "Aggregation Participant" means a person or consumer enrolled in the Village of Rockford Program 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 Village 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.

- V. **GOVERNMENTAL AGGREGATION SERVICES.** Government aggregation, the combining of multiple electric loads by a governmental entity, provides a means for residential consumers and small commercial consumers in the Village to obtain economic benefits from Ohio's competitive retail electric market. The Village of Rockford Aggregation Program combines the electric loads of residential customers and small commercial consumers into a buying group ("Aggregation Group"). The Village will act as Purchasing Agent for the Aggregation Group. This means that the Village will be a Governmental Aggregator, as defined by Ohio law and the rules established by the PUCO, and shall act on behalf of eligible residential and small commercial consumers in the Village to: 1) select a Retail Electric Generation Provider ("Provider") to supply the Aggregation Group; 2) negotiate the terms of supply between the Provider and each Aggregation participant; and 3) oversee the enrollment procedures administered by the Provider.
- A. Provider: The Village will use its Provider to perform and manage aggregation services for its Members. The Provider 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 Provider must provide the Village or its authorized consultant, if requested, an electronic file containing the Members usage, and charges. Upon request this information shall be sent to the Village or its authorized consultant within 30 days. The Provider must have local and/or a toll free number for Members to call.
- B. Database: The Retail Electric Generation Provider will build and maintain a database of all Members. The database will include all necessary information for the provider and the Village to serve the Aggregation. This information includes but is not limited to the name, address, account number or other EDU identifying number(s), and Retail Electric Generation Provider's account number 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 and provided to the Village and/or its consultant periodically. Accordingly, the Provider will implement a process to accommodate at Members that: 1) leave the program due to relocation, opting out, etc.; 2) decide to enter or opt-into the Program; 3) relocate within eligible areas within the Village; and 4) move into the Village and desire to enter or opt-in to the Program. The Retail Electric Generation Provider will use this database to perform bill audits for clerical and mathematical accuracy of Member bills.
- C. Member Education: The Provider will develop, with the assistance of the Village 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 Village or the Provider.

- D. Customer Service: The Village will administer a customer service process that, at a minimum, will accommodate: 1) Member inquiries and complaints about billing; and 2) answer questions regarding the Program in general. This process will, at a minimum, include 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.
- E. Billing: The Village 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 Village may, at its option and in consultation with the Provider, change this function to the Retail Electric Generation Provider or a billing agency.
- F. Compliance Process: The Provider will have internal controls and processes that ensure the Village remains in good standing as a Government Aggregator and that it complies with all laws, rules and regulations surrounding the same, as they may be amended from time to time. The Provider will deliver periodic reports to the Village and its consultant that will include at a minimum (i) the number of Members participating in the Program; and (ii) a savings estimate or increase from the previous year's baseline. The Provider will also develop a process to monitor and provide notification to the Village of any changes in laws, rules or regulations.
- G. Notification to EDU: The Village's potential Aggregation participants that do not opt-out of the Aggregation Group will be enrolled automatically in the Aggregation Program. Members in the Aggregation Group will not be asked to take other affirmative steps in order to be included in the Group. To the extent that the EDU requires notification of participation, the Village will coordinate with its Provider to provide such notice to the EDU. The Provider will inform the EDU of any individuals who may have been permitted to join the Aggregation Group after the expiration of the enrollment period.
- H. Activation of Service. After a notice is sent out to all electric customers in the Village providing 21 days to opt out of the Program, all customers who do not opt out will be automatically enrolled in the Program. During this opt-out period eligible consumers may opt-out of the Village's Aggregation Group without fees charged by the Provider or the Village. 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.
- I. Changes, Extension or Renewal of Service. At least every three years all consumers eligible to participate in the Village's Program 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.
- J. Termination of Service. In the event that the Contract 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 Contract 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.

- K. Opt-In Procedures. Eligible consumers may request to join the Aggregation Group after the expiration of any enrollment period by contacting the Provider. The Contract shall determine whether the Provider accepts them into the Program, and, if so, at what rate. 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 eligible areas of the County shall retain their participant status.
- L. Opt-out Outside Enrollment Period. Members 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.
- M. Eligibility. Only non-mercantile consumers shall be eligible for the Program through the opt-out process. Other eligibility restrictions such as peak demand or use may be negotiated within the Contract.

VI. MISCELLANEOUS GOVERNANCE GUIDELINES

- A. The Council of The Village of Rockford shall approve through Resolution or Ordinance the Plan of Operation and Governance for the Aggregation program and any Amendments thereto.
- B. The Village will require any Provider to disclose any subcontractors that it uses in fulfillment of the services described above.
- C. The Village will require the Provider to maintain either a toll free telephone number, or a telephone number that is local to Village Program Members.

VII. LIABILITY. THE VILLAGE 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 COUNTY 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.

VIII. **INFORMATION AND COMPLAINT NUMBERS**

Potential participants can receive more information about the program or Copies of this Plan from the Village free of charge by calling 419-363-3032.

Any electric customer, including any participant in the Village'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 Village and its energy consultant. Its purpose will be to explain the aggregation program to Village 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 Village limits 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 Village to provide opportunities for educating eligible Village consumers about the Program and their rights under the law, PUCO rules and this Program. In addition, the Provider and Village 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.
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.

Appendix B --- Customer Service Plan

A. Member Access:

1. Provider shall ensure Members reasonable access to their service representatives for inquiries, complaints, to discuss charges on Member 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. Provider shall provide a 24-hour automated telephone message instructing callers to report any service interruptions or electrical emergencies to the EDU with appropriate phone numbers.

B. Member Complaints:

1. Provider shall investigate Member complaints (including complaints referred by EDU) and provide a status report within five calendar days following receipt of the complaint to:
 - a. The consumer, when the complaint is made directly to the Provider; or
 - b. The consumer and The PUCO Staff ("Commission Staff"), when a complaint is referred to the Provider by the Commission Staff.
2. If an investigation is not completed within 14 calendar days, the Provider shall provide status reports to the consumer and the County, or if applicable, to the consumer, the County, the County consultant and the Commission Staff. Such status reports shall be provided at five-day intervals until the investigation is complete, unless the action that must be taken will require more than five days and the Member has been so notified.
3. Provider shall inform the Member, or the Member, the County, County consultant and Commission Staff, of the results of the investigation, orally or in writing, no later than five calendar days after completion of the investigation. The consumer, the County, the County consultant, or Commission Staff may request the report in writing.
4. If a residential consumer disputes the Provider report, it 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 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

1. Provider shall arrange for DPL or its agent to bill Members for such services according to a tariff approved by the commission. Residential Member bills issued by or for the Provider shall be accurate and understandable, be rendered at intervals consistent with those of DPL, and contain sufficient information for Members to compute and compare the total cost of competitive retail electric service (s). Such bills shall also include:
 - a. The Member's name, billing address, service address, the Member's EDU account number, and if applicable, Provider account number;
 - b. The dates of service covered by the bill, an itemization of each type of competitive service covered by the bill, any related billing components, the charge for each type of service, and any other information the Member would need to recalculate the bill for accuracy;
 - c. The applicable billing determinants, including beginning meter reading, ending meter reading(s), demand meter reading(s), multipliers, consumption(s), and demands;
 - d. For Member-generators with net metering contracts, a statement of the net metered generation;
 - e. The unit price per kWh charged for competitive service, as calculated by dividing current-period competitive service charges by the current-period consumption;
 - f. An identification of the provider of each service appearing on the bill;
 - g. The amount billed for the current period, any unpaid amounts due from previous periods, any payments or credits applied to the Member's account during the current period, any late payment charges or gross and net charges, if applicable, and the total amount due and payable.
2. The due date for payment to keep the account current. Such due date shall be no less than:
 - a. Fourteen days after the postmark date on the bill for residential Member; and Twenty-one days after the postmark date on the bill for nonresidential Members;
 - b. Current balance of the account, if a residential Member is billed according to a budget plan;
 - c. Options and instructions on how Members may make their payments;
 - d. For each provider whose charges appear on the bill, a listing of the provider's toll-free telephone number and address for Member billing questions or complaints;
 - e. A listing of the toll-free consumer assistance telephone numbers and available hours for applicable state agencies, such as the commission, the Ohio Consumers' Counsel, and the Ohio Attorney General's office;

- f. The DPL 24-hour local/toll-free telephone number for reporting service emergencies;
 - g. Identification of estimated bills or bills not based upon actual end-of-period meter readings for the period; and
 - h. An explanation of any codes and abbreviations used.
- 3. If applicable, Provider will, upon request, provide Members with the name and street address/location of the nearest payment center and/or authorized payment agent.
- 4. If applicable, when a Member pays the bill at a payment center or to an authorized payment agent, such payment shall be credited to the Member's account as of the day such payment center or agent receives it.
- 5. The County and Provider shall establish policies and procedures for handling billing disputes and requests for payment arrangements.

D. Collections for delinquent accounts:

The EDU's credit and collection policies will apply to Program Members and shall be administered by the EDU. Neither the Governmental Aggregator, nor 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.

Exhibit A-4

**Automatic Aggregation
Disclosure – Opt-out Form**

**Village of Rockford,
Mercer County**

_____, 2018

Dear _____ Village Resident,

_____ Village 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 2015.

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 Village 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 days of its postmark. To remain in the Village’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 Village with aggregation program questions.

Sincerely,

_____ Village

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 Village’s electric governmental aggregation program.

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.

Account #

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Service address (City, state and Zip): _____

Phone number: _____

Account holder's signature: _____ Date: _____

Mail by _____, 2018 to _____ Village Electric Governmental Aggregation Program, _____

Exhibit A-5

Experience

**Village of Rockford,
Mercer County**

Exhibit A-5 Experience

Village of Rockford Experience

The Village of Rockford, originally founded as Shane's Crossing in 1820 by Anthony Shane, a French Ottawa Indian, is the oldest village in Mercer County. It is located in the rich agricultural area of northwest Ohio bordering the Indiana stateline. Rockford's standard of living, community pride and solid work ethic make it especially attractive as a place to live and do business. It offers a quality educational system, and an overall low cost of living.

The central location and Midwestern roots give it a unique social and cultural awareness that makes it a special place to live and work.

To assist the Village in its governmental aggregation efforts, the Village 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 Village will utilize the OMLSC program manager, Palmer Energy. Palmer Energy will submit the RFP on behalf of the Village and provide information and recommendations to the Village regarding the various offers received.

By working with Palmer Energy and other villages, townships and cities that participate in the OMLSC process, Village of Rockford will utilize its resources to meet its responsibilities, as stated in the Plan of Operation and Governance.