

**City of Cincinnati**

**ELECTRIC PLAN OF OPERATION &  
GOVERNANCE**

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## **Purpose of the Plan of Operation and Governance**

This Plan of Operation and Governance (the “Plan”) has been prepared by the City of Cincinnati (the “City”) in compliance with Ohio law regarding government aggregation of electric consumers (the “Aggregation Program”). The Plan contains information on the structure, governance, operations, management, funding, and policies of the Aggregation Program to be utilized for participating eligible consumers.

The City’s purpose in preparing this Plan is to describe its approach to the Aggregation Program undertaken on behalf of the eligible consumers within its corporate boundaries. The City seeks to represent consumer interests in competitive markets for electricity. The City seeks to aggregate consumers to negotiate the best available rates for the supply of electricity and to advance consumer protection for all eligible residents, schools, churches, businesses and industries, and governmental entities. The City oversees managerial, technical, and financial resources to acquire service and financial guarantees sufficient to protect consumers and the electric distribution utility.

Combining consumer interests within the City increases leverage, resources, and buying power of participating consumers. Under the opt-out Aggregation Program, participation is voluntary for each individual consumer. Any individual consumer will have the opportunity to decline service provided through the Aggregation Program, and choose any electric supplier they wish at the outset of the program and, at a minimum, every three years thereafter.

The Plan was adopted after public hearings were held in accordance with Ohio Revised Code Section (“R.C.”) 4928.20(C).

### **1. Overview**

#### **1.1. Ohio Law**

##### **1.1.1. Senate Bill 3**

Ohio law enacted in 1999 allows for competitive purchase of retail electric supply. Section 4928.20 of the Ohio Revised Code (“R.C.”) allows municipalities, townships, and/or counties to develop governmental aggregation programs allowing consumers in those communities to join together and utilize their combined purchasing power to competitively acquire firm all-requirements retail electric supply. Communities undertaking development of this option are known as “government aggregators.”

The law contains several requirements for government aggregators. One general requirement is to develop a plan of operation and governance for the aggregation program. The plan of operation and governance is subject to review by citizens in communities undertaking government aggregation, and is also subject to approval and certification by the Public Utilities Commission of Ohio (“PUCO”). The Plan describes the Aggregation Program to be utilized for participating consumers within the City’s municipal boundaries.

### **1.1.2. Senate Bill 221**

In 2008, Ohio enacted Senate Bill 221, which updated and overhauled Ohio’s public utility laws, and provided special protections to governmental aggregators through the following provisions:

- R.C. 4928.20(I) — incentivizes customer participation in government aggregation by allowing a participating customer to avoid a surcharge proposed to recover deferred generation costs in certain circumstances;
- R.C. 4928.20(J) — allows municipal aggregators to avoid standby charges by electing not to take standby, provider of last resort service from the utility in exchange for agreeing that customers who choose to return to the utility’s standard service offer (“SSO”) would do so at the market price of power;
- R.C. 4928.20(K) — requires the PUCO to insulate governmental aggregations from non-bypassable generation charges and adopt rules that “encourage and promote” large-scale governmental aggregation; and
- R.C. 4928.20(D) — extends the opt-out period to three years, meaning each customer of a governmental aggregator must have the right to opt-out of the aggregation at least once every three years without a penalty.

### **1.2. Description of the Aggregation Program**

The Aggregation Program involves the acquisition of competitive retail power supply. Distribution services (metering, billing, maintenance of the transmission and distribution system) will continue as the function of the local distribution company. The local distribution company shall also be the “provider of last resort” for consumers not participating in the Aggregation Program who have no other competitive supplier. The City’s Aggregation Program has been undertaken as an “opt-out” program that requires authorization of its constituents in a public process. All eligible consumers will be included in the Aggregation Program unless they choose to “opt-out” as described in section 2.4 of this Plan.

The Aggregation Program has been undertaken through the authorization of City Council and through the public process as required by law and as outlined below in section 1.3. The operations of the Aggregation Program are described in section 2 of the Plan, and the governance of the program is described in section 3 of the Plan.

### **1.3. Steps Required by the Law**

The process of establishing government aggregation involves a multi-step public process undertaken by the City:

**1.3.1.** City Council passes ordinance authorizing aggregation program for consumers;

**1.3.2.** The ordinance must authorize the local board of elections to submit the question of whether to aggregate to the electors at a special election on the day of the next primary or general

election, and be submitted to the local Board of Elections not less than 90 days before the day of the special election;

**1.3.3.** The ordinance authorizing opt-out aggregation is placed before voters at a special election, or in a referendum petition; approval of a majority of electors voting on the ordinance is required; or if by petition, signatures of not less than ten percent of the total number of electors in the respective community who voted for the office of Governor in the preceding general election;

**1.3.4.** Develop a plan of operation and governance and submit the plan of operation and governance to the PUCO for certification;

**1.3.5.** Publish notice of public hearing on the initial plan of operation and governance once a week for two consecutive weeks before the first public hearing on initial plan of operation and governance (providing summary of initial plan of operation and governance and the date, time, and location of each hearing);

**1.3.6.** Hold two public hearings on the initial plan of operation and governance;

**1.3.7.** Adopt initial plan of operation and governance;

**1.3.8.** Notify eligible consumers of automatic enrollment and opt-out period prior to service under the Aggregation Program (notification is to state the rates, charges, and other terms and conditions of enrollment);

**1.3.9.** Any enrolled consumer participating in the Aggregation Program will have the opportunity to opt-out of the Program every three years, without paying a switching fee; and

**1.3.10.** Notify eligible customers as part of the opt-out notice of the terms and calculation of any applicable deferral-recovery surcharge and the process for electing not to receive standby service.

#### **1.4. Practical Steps and Requirements of the Competitive Market**

Practical steps and requirements of acquiring power supply in the competitive market include the following activities to be undertaken by the City, and the contracted Aggregation Program retail electric suppliers (the “Suppliers”):

**1.4.1.** City development and release of Request for Proposals;

**1.4.2.** Proposals submitted by Suppliers and negotiations undertaken with Suppliers by the City and its legal and technical advisors;

**1.4.3.** The City’s selection of Supplier(s) and execution of Supply Contract(s);

**1.4.4.** Acquisition of electronic list of eligible customers from the distribution utility;

**1.4.5.** Notification of opt-out process undertaken by the City and selected Supplier(s) via U.S. mail and utilizing electronic customer list addresses;

**1.4.6.** Electronic customer list revised by the City's Supplier(s) who removes responding opt-out customers from the list;

**1.4.7.** Revised electronic customer list transmitted back to the distribution utility for customer transfer;

**1.4.8.** The distribution utility completes administrative transfer of participating customers (via revised electronic list) to the City's Supplier(s);

**1.4.9.** Firm all-requirements retail electric supply service initiated to participating consumers based on terms and conditions of Supply Contract(s);

**1.4.10.** The City and its legal and technical advisors monitor contract for compliance;

**1.4.11.** The City acts to protect interests of participating consumers.

## **2. Description of Aggregation Program Goals and Operation**

### **2.1. Aggregation Program Goals**

The City's goals for the Aggregation Program are stated below. These goals guide the decisions of the City Council and the City Manager and relevant City Staff:

- To provide an option for aggregation of all eligible consumers on a non-discriminatory basis;
- To allow those eligible consumers who choose not to participate to opt-out;
- To acquire the best market rate available for electricity supply;
- To provide consumer education and enhance consumer protection and options for service under contract provisions;
- To provide managerial, technical, and financial resources to acquire service and financial guarantees sufficient to protect consumers and the electric distribution utility;
- To encourage environmental protection through contract provisions;
- To utilize and encourage renewable energy development if and to the extent practicable through contract provisions and voluntary programs;
- To utilize and encourage demand-side management and other forms of energy efficiency through contract provisions and organizational policies;
- To advance specific community goals that may be selected from time to time;
- To provide full public accountability to consumers; and

- To utilize municipal authority to achieve these goals.

## **2.2. Aggregation Program Operations**

The Aggregation Program is designed to reduce the amount participating consumers pay for electric energy, and to gain other favorable economic and non-economic terms in service contracts, including financial guarantees to protect consumers and the distribution utility. The City shall seek energy prices for each class of customers lower than the comparable price available from the local distribution company. Large, commercial and industrial customers, due to the varying characteristics of their electric consumption, may receive individual prices from the selected Supplier(s).

The City does not buy and resell power, but represents consumer interests as a master purchasing agent to set the terms for electricity supply and service from a competitive Supplier(s). Through a request for proposals and negotiation process, the City develops a contract with a competitive Supplier for firm, all-requirements retail electric supply service. The contract is expected to be for a fixed term. The City may contract with one or more Suppliers to meet the needs of participating consumers.

## **2.3. Aggregation Program Funding**

Funding for the City's operation of the Aggregation Program is anticipated to be provided by the selected Supplier(s) through an appropriate administrative fee.

## **2.4. Consumer Participation**

An "eligible customer" constitutes a customer eligible under utility or PUCO rules and which the City and its Supplier(s) have elected to serve. Customers that shall not be included in a governmental aggregation program pursuant to utility or PUCO rules include the following:

- A customer located in the certified territory of a non-profit electric supplier;
- A customer served by transmission or distribution facilities of a municipal electric utility;
- A customer that affirmatively chooses to be included on the PUCO's "do not aggregate" list;
- A "mercantile customer" (defined as a commercial or industrial customer that consumes more than seven hundred thousand kilowatt hours per year or is part of a national account involving multiple facilities in one or more states) that fails to affirmatively elect to participate in an aggregation program;
- A customer already in contract with another competitive retail electric service supplier;
- A customer that has opted out of the governmental aggregation program;

- A customer enrolled in the percentage of income payment plan (“PIPP”);
- A customer that has a special arrangement with the distribution utility; and
- A customer not located within the boundaries of the governmental aggregator’s municipal boundaries.

Eligible consumers shall be notified of the Aggregation Program and terms and conditions of participation prior to initiation of services and be provided an opportunity to “opt-out” at no cost during a 21-day period specified in the terms and conditions of the Supply Contract(s). (See section 2.5 below for details of the notification and opt-out process.) During this 21 day period consumers may choose another competing Supplier, or to receive from their local distribution company. Participating consumers will be given the opportunity every three years after the initiation of service to opt-out. Participating consumers who choose to opt-out of the Aggregation Program after the initial 21 day period, but prior to the next three-year opt-out opportunity, may face an exit charge which will be described in the opt-out notification.

Consumers who move to a location within the City of Cincinnati, and are considered by the distribution utility to be new electric customers, may participate in the Aggregation Program at the existing price and terms offered for that customer class, or other terms specified under the Supply Contract. Such new electric consumer can also choose to opt-out of the Aggregation Program at no charge during the initial 21 day period after the relocation and at subsequent opt-out periods of every three years.

## **2.5. Notification of Consumers**

Prior to initiation of service, all eligible consumers shall be notified of the opt-out terms. The process of notification shall be as follows:

- (A) separate mailings;
- (B) newspaper notices;
- (C) public service announcements; and
- (D) posting of prominent notice in various City office buildings.

Prior to enrollment, the notification shall be mailed in a timely manner for receipt by consumers prior to their start-of-service day. The opt-out period shall be 21 days from the notice’s postmarked date (or, if none, the mailing date). The notification shall include:

- (A) A summary of all actions taken by the City to authorize the aggregation;
- (B) A description of the services offered by the Aggregation Program;
- (C) Disclosure of the price to be charged (which may be a fixed price stated in cents per kilowatt-hour);

(D) A statement informing customers of their the right to opt-out under the Aggregation Program every three years, without interruption of their current service, or payment of a penalty or switching fee;

(E) A statement indicating that any customer returning to the distribution utility after commencement of the Aggregation Program may pay the market price for power;

(F) A statement informing customers that returning to the distribution utility may not result in that customer being served under the same rates, terms, and conditions as other customers served by the distribution utility;

(G) An itemized list and explanation of all fees and charges not incorporated in the base Aggregation Program rates but that will be charged for participation in the Aggregation Program (e.g. early termination penalties and surcharges);

(H) Disclosure of the dates covered by the Aggregation Program, including the estimated start date;

(I) Disclosure of any credit and/or deposit requirements;

(J) Disclosure of any limitations or conditions on customer acceptance into the Aggregation Program;

(K) If applicable, inform consumers whether the City elected in the best interest of the Aggregation Program not to receive standby service from the electric utility under an approved electric security plan, and inform consumers that non-standard service offer rates and conditions may apply if the consumer returns to the electric utility after the opt-out period;

(L) A description of the opt-out process and statement that the opt-out period will last for 21 days from the date of the postmark on the written notice; and

(M) A customer-friendly opt-out form (e.g. a postcard) to return to the City indicating whether the customer has opted out of the Aggregation Program. Customers who do not return the opt-out form shall be automatically included in the Aggregation Program.

## **2.6. Activation of Customer Service**

The process of activation is an administrative function with four parts: 1) Data preparation: On an electronic list consistent with Electronic Data Interface protocols, the distribution utility will identify all eligible customers in the City (including names, addresses, account numbers, rate codes, percentage of income payment plan codes, and other relevant customer information); 2) Data verification: To the extent needed, if not inherent in data preparation, the distribution utility shall check customer meter numbers and other codes to verify proper eligible customer identification; 3) List Adjustment: Following the opt-out process, the selected Supplier(s) shall remove all customers who choose to opt-out from the electronic customer list; 4) Automatic Enrollment: The revised electronic customer list shall be transmitted back to the distribution utility for customer transfer to the selected Supplier(s).

Eligible customers on all billing cycles will be enrolled with the selected Supplier(s) consistent with the beginning of a new billing cycle. Service under the selected Supplier(s) shall begin at the start of the billing period following transfer. Service starts that do not match the billing cycle may be requested by a consumer, but may incur additional charges from the local distribution company.

## **2.7. New Individual Customers**

Eligible customers who relocate to a location within the City shall be included in the Aggregation Program, subject to their opportunity to opt-out. New customers shall be informed of this opt-out opportunity by the distribution utility when they sign-up for new service. The distribution utility shall notify the selected Supplier(s) of the new request for service, and the selected Supplier(s) shall provide standard opt-out notification materials to the new customer. The new customer may participate in the Aggregation Program at the existing price and terms offered for that customer class. Any such new or otherwise eligible electric customer can also choose to opt-out of the Aggregation Program at no charge during any other required opt-out period.

## **2.8. Customer Switching Fee**

Supplier(s) may pass through switching fees (if any) to the Aggregation Program.

## **2.9. Election of Standby Service**

If standby service is approved by the PUCO, Ohio law allows the City to decide whether receiving and paying for standby service is in the best interest of the participating Aggregation Program customers. If the City elects not to receive and pay for standby service from the distribution utility, the City will inform customers of its decision through an opt-out notice. The opt-out notice also must inform customers that when they return to the distribution utility, they will be charged the market price of power plus any amount attributable to the distribution utility's compliance with the State of Ohio's alternative energy portfolio standards. The market price and alternative energy amount will continue to be charged until the end of the approved electric security plan, or as otherwise approved by the PUCO.

## **2.10. Phase-In Generation Deferral Surcharge**

If the PUCO authorizes a phase-in of electric generation rates under R.C. 4928.144 and a corresponding deferral of incurred costs, Ohio law allows the distribution utility to recover a portion of this amount from the Aggregation Program customers through a surcharge. The amount of the surcharge will be proportionate to the benefits Aggregation Program customers receive, and will be charged to each Aggregation Program customer while they remain a participant. For customers leaving the Aggregation Program, the otherwise applicable surcharge will apply. The City will inform consumers through the opt-out notification process of the potential terms and calculation of any deferral surcharge approved by the PUCO.

## **2.11. Individual Customer Termination of Participation**

In addition to the opportunity to opt-out of the Aggregation Program prior to start up of service, an individual consumer will be given an opportunity to opt-out at no charge every three

years after start up of service. Consumers who move from the City will have no penalties or exit fees. However, an individual consumer who chooses to opt-out after the 21-day opt-out period and before the three year opportunity to opt-out may be required to pay an exit fee.

## **2.12. Service Termination by Supplier**

Consistent with the requirements of Ohio law and the regulations of the PUCO, termination of service may take place for non-payment of bills. Customers whose power supply is terminated by a selected Supplier will receive electric supply from their local distribution company, unless the local distribution company has also met state requirements to terminate service. Customers may be considered for re-enrollment in the Aggregation Program once they have met the requirements of law and are current on bill payment.

## **2.13. Termination of the Aggregation Program**

The Aggregation Program may be terminated for participating consumers in two ways:

- (1) Upon the termination or expiration of the power supply contract for the Aggregation Program without any extension, renewal, or subsequent supply contract being negotiated; or
- (2) At the decision of the City to cancel the Aggregation Program.

In any event of termination, each individual customer receiving power supply services under the Aggregation Program will receive notification of termination of the program ninety (90) days prior to such termination. Customers who are terminated from the Aggregation Program shall receive power supply from the local distribution company unless they choose an alternative supplier.

The City shall utilize appropriate processes for entering, modifying, enforcing, and terminating agreements pertinent to the Aggregation Program consistent with the requirements of local ordinances or resolutions, state and federal law. Other agreements shall be entered, modified, or terminated in compliance with the law and according to the express provisions of any negotiated agreements.

## **2.14. Re-Enrollment After the Opt-Out Period**

Residential and small business accounts located within the City's boundaries that were initially eligible to join the Aggregation Program but chose to opt-out of the Aggregation Program, or otherwise weren't included in the Aggregation Program, may join the Aggregation Program after the expiration of the initial opt-out period by contacting the Supplier. This can be accomplished as an opt-in enrollment, however Customers shall be charged no fee for opting-in. The rate for those joining the Aggregation Program after the initial opt-out period may be different from the rate negotiated for the Aggregation Program by the City. The rate, terms, and conditions, once re-enrolled, shall continue for the remainder of the initial term.

If the Supplier is able to offer to newly eligible customers the same price that is provided to the current Aggregation Program participants, the Supplier may refresh the Aggregation

Program by providing those who move into the City the opportunity to be included automatically, rather than waiting until the next pricing term of the Supply Contract. The process for refreshing the Aggregation Program with new enrollments would follow the process noted above for determining eligibility, providing opt-out notices, and pooling the accounts. (Current Aggregation Program participants and those who previously declined participation would not receive the opt-out notices intended only for newly eligible customers.)

### **3. Customer Care**

#### **3.1. Universal Access**

“Universal access” is a term derived from the traditional regulated utility environment in which all customers desiring service receive that service. For the purposes of the Aggregation Program, this will mean that all eligible customers within the borders of the City, and all new customers in the City, shall be eligible for service from the contracted supplier under the terms and conditions of the Supply Contract.

#### **3.2. Rates**

Under PUCO orders, the local distribution company assigns the customer classification and corresponding character of service and associated regulated rates. These rates include a monthly customer charge, a distribution charge, a transmission charge, and an access charge. Although the City may participate in regulatory proceedings and represent the interests of consumers regarding these regulated rates, it will not assign or alter existing customer classifications without the approval of the PUCO.

The focus of the Aggregation Program, as noted above, will be acquisition of competitive prices and terms for power supply. The prices will be set through a competitive request for proposals and contract and negotiation process, and will be indicated on the consumer bill as the “generation charge.” Ohio law requires that a government aggregator separately price competitive retail electric services and that the prices be itemized on the bill of a customer or otherwise disclosed to the customer. The generation charge for each customer class, or any customer grouping by load factor or other appropriate pricing category, is expected to be lower than the utility’s standard offer generation charge. All Supplier charges to the customer will be fully and prominently disclosed under the notification process.

#### **3.3. Costs To Consumers**

Consumer bills will reflect all charges for the administrative costs of the Aggregation Program. As noted in section 2.3, the program is expected to be funded by a mills per kilowatt hour charge. This charge will cover program costs, including any necessary technical or legal assistance for the program.

Additional charges may be levied by the selected Supplier(s), the local distribution company, or PUCO-approved local distribution tariffs.

### **3.4. Consumer Protections**

Regarding all issues of consumer protection (including provisions relating to slamming and blocking), the City will ensure that the selected Supplier(s) comply with all statutes, rules and regulations currently in place and as may be amended from time to time. The City will provide on-going consumer education through public service announcements, posting of information, media press releases, advertising, and direct mailing depending upon the subject and appropriate venue.

### **3.5. Contract Disclosure**

The City will ensure that consumers are provided with adequate, accurate and understandable pricing and terms and conditions of service.

### **3.6. Billing and Service Assistance**

The selected Supplier(s) may utilize the billing services of the local distribution company, where available, to render timely billings to each participating consumer. Separate bills from the selected Supplier(s) and the local distribution company may also be requested.

All bills at a minimum shall include the following information: (1) price and total billing units for the billing period and historical annual usage; (2) to the maximum extent practicable, separate listing of each service component to enable a consumer to recalculate its bill for accuracy, (3) highlighted and clear explanations, for two consecutive billing periods, of any changes in the rates, terms, and conditions of service; (4) identification of the supplier of each service; (5) statement of where and how payment may be made; and (6) a toll-free or local customer assistance and complaint number for the Supplier, as well as a consumer assistance telephone numbers for state agencies, such as the PUCO, the Office of the Consumers' Counsel, and the Attorney General's Office, with the available hours noted.

Credit, deposit, and collection processes concerning billing will remain the sole responsibility of the selected Supplier(s) and the local distribution company as provided by state law. Under no circumstances shall the City have any responsibility for payment of any bills.

Unless otherwise specified in the Supply Contract, all billing shall be based on the meter readings generated by meters of the distribution company at the consumer facilities. Consumer bills shall be rendered monthly. Customers are required to remit and comply with the payment terms of the distribution utility and/or the Supplier. Billing may take place through the distribution company, at the Supplier's option, in the event that necessary billing data is not received from the distribution company in time to prepare monthly bills, the Supplier reserves the right to issue a bill based on an estimate of the participating consumer's usage for that billing period. Any over-charge or under-charge will be accounted for in the next billing period for which actual meter data is available.

### **3.7. Standard Terms and Conditions Pertaining to Individual Account Service**

The following consumer protection provisions are anticipated to be contained in a Supply Contract.

**(A) Title:** Title to and risk of loss with respect to the electric energy will transfer from Supplier to participating consumers at the Point-of-Sale which is the customer side of the meter.

**(B) Initiation of Supply Service:** Energy deliveries pursuant to the Supply Contract will begin on the first meter reading date following the scheduled initiation of service date for each rate class or customer group, or individual customer as described in the Supply Contract, or as soon as necessary arrangements can be made with the distribution company thereafter and will end on the last meter reading date prior to the expiration date. The Supplier has the right to request a “special” meter reading by the distribution company to initiate energy delivery and agrees to accept all costs (if any) for such meter reading. The participating customer also has such a right, and similarly would bear the costs (if any) of such special meter reading.

**(C) Standard Limitation of Liability:** Recognizing that electricity provided under the Supply Contract shall be ultimately delivered by the distribution company, to the extent permitted by law, the Supplier shall not be liable for any damage to a participating consumer’s equipment or facilities, or any economic losses, resulting directly or indirectly from any service interruption, power outage, voltage or amperage fluctuations, discontinuance of service, reversal of service, irregular service or similar problems beyond the Supplier’s reasonable control. To the extent permitted by law, except as expressly stated in the Supply Contract, the Supplier will make no representation or warranty, express or implied (including warranty of merchantability or of fitness for a particular purpose), with respect to the provision of services and electric energy.

**(D) Service Reliability and Related Supplier Obligations:** Given the increasing interest in and need for high levels of reliability, the Supply Contract will help assure that participating consumers receive power supply with reliability equal to that of native load customers of the distribution company. The Supplier is providing generation and transmission services, and participating consumers must rely upon the distribution company for regional transmission and local transmission and distribution services for ultimate delivery of electricity where reliability problems commonly occur. However, within the scope of electric energy supplier obligations, the Supplier shall take or adopt all reasonable steps or measures to avoid any unnecessary outages, service interruptions, capacity shortages, curtailments of power supply, voltage reductions, and any other interference or disruption of electric supply to the Point-of-Delivery, and shall give the highest priority of supply to the electricity made available under the Supply Contract consistent with the requirements of law and equivalent to network service available to native load customers.

In addition to language to be included in the Supply Contract the City will help to assure reliability through participation in proceedings related to the distribution utility or its operating companies’ regulated transmission and distribution services and through direct discussions with the distribution utility and its operating companies concerning specific or general problems related to quality and reliability of transmission and distribution service.

**(E) Marketing and Solicitation Limitations:** Participating consumers will be protected from unwanted marketing solicitations by: (a) a prohibition that the selected Supplier(s) may not sell or exchange the consumer’s name/address/or other identifying information to third parties without the City’s prior written consent; (b) an opportunity for each participating consumer to check off a box rejecting additional mail solicitations from the Supplier (if the solicitation is via

U.S. mail or other printed means) or an opportunity to request removal from a telephone solicitation list.

### **3.8. Protection of Consumers and Risk Associated with Competitive Market**

In a competitive market it is possible that the failure of a power supplier to deliver service may result in the need for consumers to acquire alternative power supply, or for consumers to receive power at default service prices, if the SSO is no longer available. The City will seek to minimize this risk by recommending only reputable Suppliers which demonstrate financial strength and the highest probability of reliable service. The City also intends to include provisions in its contract with selected Supplier(s) that will protect consumers against risks or problems with power supply service.

### **3.9. Resolution of Consumer Complaints**

It is important that consumer complaints be directed to the proper party. The selected Supplier(s) shall ensure that each participating consumer receives a printed copy of a toll-free number to call regarding service problems or billing questions. The Supplier shall refer reliability, line repair, or service interruption, and billing issues to the local distribution company. The Supplier shall handle all complaints in accordance with applicable laws and regulations. Problems regarding the selected Supplier(s) can be directed to the City or the PUCO. Customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or for TTY at 1-800-686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov). The City's website is [www.Cincinnati-Oh.gov](http://www.Cincinnati-Oh.gov). As noted below, the City will continue to monitor the selected Supplier(s) for compliance with consumer protection provisions in the Supply Contract and timely resolution of consumer problems.

### **3.10. Periodic Reports on Consumer Complaints**

The City shall act to monitor and enforce consumer protection provisions included in the Supply Contract. At the request of the City, true selected Supplier(s) shall provide a periodic summary of the number and types of customer service issues and complaints that arose to date, and the status of resolution of those issues and complaints. If such reports indicate problems in the selected Supplier's service, the City will pursue timely remedial action, or consider the Supplier in breach of Supply Contract terms.

### **3.11. Modifications to the City's Plan**

All material modifications to the City's Plan shall be approved by majority vote of the City Council.

## **4. Rights and Responsibilities of Program Participants**

### **4.1. Rights**

All Aggregation Program participants shall enjoy the protections of consumer law as they currently exist or as they may be amended from time to time. Under protocols developed by the

PUCO, problems related to billing or service shall be directed to the appropriate parties: the distribution utility or the selected Supplier(s).

#### **4.2. Responsibilities**

All Aggregation Program participants shall meet all standards and responsibilities required by the PUCO, including timely payment of billings and access to essential metering and other equipment to carry out utility operations.

#### **4.3. Taxes**

The selected Supplier(s) shall include on the participating consumer's bill and remit to the appropriate authority all sales, gross receipts, or excise or similar taxes imposed with respect to the consumption of electricity. Participating consumers shall be responsible for all taxes (except for taxes on the Supplier's income). Participating consumers shall be responsible for identifying and requesting any applicable exemption from the collection of any tax by providing appropriate documentation to the Supplier.

### **5. Organizational Structure and Governance of the Aggregation Program**

#### **5.1. Description of Organization and Management of Aggregation Program**

The City will establish the Aggregation Program in accordance with law and to provide managerial, technical, and financial resources to acquire service and financial guarantees sufficient to protect consumers and the electric distribution utility. The City has developed a firmly based organization and employed legal and technical assistance from experienced and highly reputable firms.

The City's legal counsel, Bricker & Eckler LLP, handles the legal needs of energy producers, energy consumers in both the public and private sector, as well as new energy marketers, providing legal services ranging from representation in regulatory proceedings, to negotiating new contractual relationships, to handling the acquisition, disposition and financing of energy businesses and facilities. Bricker & Eckler LLP has advised numerous Ohio political subdivisions in connection with the deregulation of energy markets in Ohio, and developed particular expertise in issues facing governmental aggregators.

The City Manager will oversee the implementation and operation of the Aggregation Program consistent with the provisions of R.C. 4928.20.

#### **5.2. Description of Program Organizational Structure**

##### **5.2.1. Participating Consumers**

Consumers can influence the City and its functions. They can elect candidates to the City Council whose members may take positions regarding the government aggregation program. They can express their views to their respective council representatives. They can participate in local and state meetings and hearings regarding issues related to the City's Aggregation Program. Participating consumers will benefit from the market leverage of the group, and the professional

representation and consumer protections provided under the negotiated service contracts. Individual consumers may opt-out of participation and may also bring issues before their local legislative body.

### **5.2.2. Service Supplier(s)**

Service Supplier(s) contract with the City to provide firm all-requirements retail electric supply to participating consumers, or other specified services. Contractors report to the City and carry out services in adherence to contract provisions.

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

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Summary: Amended Application Addendum to City of Cincinnati's Renewal Application --  
Updated Exhibit 3 "Operation and Governance Plan" per PUCO Staff Direction electronically  
filed by Kendall C Kash on behalf of Dynegy Energy Services (East), LLC