

## RECORD OF RESOLUTIONS

Resolution No. 18-2023

Passed: February 28, 2023

**A RESOLUTION APPROVING THE PLAN OF OPERATION AND GOVERNANCE FOR THE MIAMI VALLEY COMMUNICATIONS COUNCIL ELECTRIC AND NATURAL GAS AGGREGATION PROGRAM, FOR THE PURPOSE OF JOINTLY ESTABLISHING AND IMPLEMENTING AN ELECTRIC AND NATURAL GAS PROGRAM.**

**WHEREAS**, this Council enacted legislation authorizing the City to establish electric and natural gas aggregation programs pursuant to Section 4928.20, Ohio Revised Code (the "Aggregation Programs") for the residents, businesses and other electric and natural gas consumers in the City, and for that purpose, to act jointly with any other municipal corporation, township, or county or other political subdivision of the State of Ohio, as permitted by law; and

**WHEREAS**, by joining the Miami Communications Council ("MVCC"), the city will be able to act jointly with other member political subdivisions and thereby maximize the potential benefits of electric and natural gas deregulation through group purchasing efforts; and

**WHEREAS**, this Council pursuant to Section 4928.20, Ohio Revised Code, has held two (2) public hearings on the Plan of Operation and Governance for the MVCC electric and natural gas aggregation programs.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WEST CARROLLTON, OHIO, AS FOLLOWS:**

**Section 1.** It is hereby found and determined that this Council held two (2) public hearings, with the first hearing taking place on the 14<sup>th</sup> day of February 2023, and the second hearing taking place on the 14th day of February 2023, with each hearing meeting the necessary notice requirements as set forth in Section 4928.20, Ohio Revised Code.

**Section 2.** This Council hereby approves and adopts the Plan of Operation and Governance of the MVCC electric aggregation program to this Council and on file with the Clerk, with a copy of said Plan attached substantially similar form as Exhibit "A."

**Section 3.** This Council hereby approves and adopts the Plan of Operation and Governance of the MVCC natural gas aggregation program to this Council and on file with the Clerk, with a copy of said Plan attached substantially similar form as Exhibit "B."

**Section 4.** This Council hereby joins MVCC to act jointly with other member and affiliate political subdivisions for the acquisition and aggregation of electric and natural gas supply.

## RECORD OF RESOLUTIONS

Resolution No. 18-2023

Passed: February 28, 2023

**Section 5.** It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were taken in an open meeting of this Council, and that all deliberations of this Council and any committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements.

**Section 6.** This Resolution shall become effective immediately upon its passage.

Passed: February 28, 2023

Attest: Graey Ranici  
Clerk of Council

[Signature]  
Mayor

Effective Date: February 28, 2023

# **Miami Valley Communications Council**

## **Electric Power Aggregation Operation and Governance Plan**

**For additional information contact Miami Valley Communications Council:**

**Jay Weiskircher, Executive Director**

**Phone: 937-424-1660**

**Email: [jweiskircher@mvcc.net](mailto:jweiskircher@mvcc.net)**



## **Introduction**

The Miami Valley Communications Council (“MVCC”) has developed this Plan of Operation and Governance on behalf of its member and affiliate communities regarding government aggregation of firm, full requirements power supply electric for its consumers (the “Plan” or “Aggregation Program”). The Plan contains information on the structure, governance, operations, management, funding, and policies of the Aggregation Program to be utilized for participating consumers.

MVCC was formed in 1975 as a council of governments according to chapter 167 of the Ohio Revised Code. MVCC has acted as an agent for its members and affiliate communities to monitor, regulate and administer common cable television franchise agreements, manage the operation of the council’s cable access television channels, and develop and implement intergovernmental projects. The council is governed by a policy-making body consisting of delegates representing member cities. The council also has affiliate agreements with 24 other Miami Valley cities.

Now MVCC communities wish to proceed jointly to authorize MVCC to perform as their agent for development and administration of the Aggregation Program. Current communities expressing an interest in electric aggregation are Centerville, Germantown, Kettering, West Carrollton, Trotwood, Brookville, Englewood, Xenia, Miamisburg, Moraine, Huber Heights, Union, Clayton, Riverside, Troy, Eaton Fairborn, and Monroe. The Program may add other communities and thereby combine additional residential and small commercial customers into a buying pool that will be attractive to third party suppliers (Suppliers). Participation in the Program is voluntary. Any individual customer can decline to be a member of the aggregation program and remain with the AES (Local Utility) standard offer of service or to enter into a service contract with any competitive retail electric supplier.

The MVCC communities have passed the necessary ordinances to place the issue of electric governmental aggregation on the ballot. Voters in each community approved electric aggregation and the community decided to utilize MVCC and the following Plan outlined below. This Plan will not be adopted until two public hearings are held in accordance with Section 4928.20(C) of the Ohio Revised Code.

## **Process**

This Plan allows municipalities to join as either an opt-in municipality (“OIM”) or an opt-out municipality (“OOM”).

If a community joins the Program as an OIM, that community’s eligible residential and small business customers in the authorized areas shall receive an offer letter setting forth



the rates, terms, and conditions of the program. To participate the eligible residential and small business customers must affirmatively enroll in the Program by a specific deadline described in the offer letter.

If a community elects to become an OOM, all eligible residential and small business customers in the authorized areas of MVCC 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 MVCC electric governmental aggregation passed a Resolution or Ordinance, which authorized submitting the selection of opt-out aggregation to the community's voters. The voters approved opt-out aggregation in each community and the community decided to join the MVCC Program.

In addition to each community joining the MVCC program, it is also required to comply with various PUCO regulations. As required by PUCO regulations MVCC will file an application with the PUCO for certification as a Government Aggregator after MVCC approves this Plan. As required by regulations, MVCC advertised public hearing dates to discuss the Plan and held two hearings on the Plan.

MVCC anticipates selection of a Provider after receiving approval from the PUCO as a governmental aggregator. Upon Provider selection an opt-out notice for the MVCC Program will be sent to all eligible electric customers in MVCC's OOM communities 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.

### **Contract**

The focus of the MVCC Aggregation Program, as noted above, will be the acquisition of competitive prices and terms for power supply. The prices will be set through a competitive process and fully disclosed in either opt-in or opt-out consumer material provided to the potential consumer participants. Each Aggregation consumer shall be individually bound by the terms and conditions found in either the opt-out notice or opt-in letter and the Contract. Each Aggregation participant shall be solely responsible for payment and performance. Said charges shall take the form of either a fixed price or a price representing a percentage or price below the electric distribution utility's ("EDU") avoidable costs ("Avoidable") or Price to compare ("PTC"). These charges will also be available by calling the Provider's toll-free customer service telephone number.

MVCC Program'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 MVCC's Members requirements with the EDU.
- Has the ability to educate Members on the MVCC Aggregation Program.
- Has or has arranged for a call center capable of handling MVCC'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 MVCC Program.
- Will hold MVCC financially harmless from any financial obligations arising from supplying power to the Members.
- Satisfies the EDU's and MVCC's credit requirements.
- Will assist the MVCC group 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.

## **Definitions**

To clarify certain terminology, the following terms shall have the meanings set forth below:

“Aggregation Program” or “Program” means the program developed by MVCC, 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 Miami Valley Communications Council 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 MVCC 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 MVCC 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.



## **Governmental Aggregation Services**

The Aggregation Program is designed to reduce the amount participating consumers pay for electric energy, and to gain other favorable economic and non-economic benefits from Ohio's competitive retail electric market. The Aggregation Program achieves the favorable benefits by combining the electric loads of residential customers and small commercial consumers into a buying group ("Aggregation Group"). MVCC will not buy and resell power but will represent consumers interests as a purchasing agent ("Purchasing Agent") for the Aggregation Group. This means that MVCC 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 MVCC municipalities 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.

## **Provider**

MVCC 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 MVCC or its authorized consultant, if requested, an electronic file containing the Members usage, and charges. Upon request this information shall be sent to MVCC or its authorized consultant within 30 days. The Provider must have local and/or a toll-free number for Members to call.

## **Database**

The MVCC will provide a letter to the Provider authorizing the Provider to obtain the list of eligible customers from the local utility and will be relying on the EDU to provide an accurate list of eligible customers. The consultant and Provider will use that list and remove customer records that have returned opt-out forms, are Percentage of Income Payment Plan (PIPP) customers or are ineligible due to being a mercantile customer.

The Provider will build and maintain a database of all Members. The database will include all necessary information for the Provider and MVCC 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 MVCC and/or its consultant at least every quarter. 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 boundaries of MVCC member communities; and 4) move into the MVCC member communities boundaries and desire to enter or opt-in to the Program. This database shall also be capable of removing PIPP customers from the Program, should that be necessary, and those who have opted out. The Provider will use this database to perform bill audits for clerical and mathematical accuracy of Member generation supply bills.

### **Member Education**

The Provider will develop, with the assistance of MVCC and its authorized consultant, a retail electric competition consumer educational program that generally explains the Aggregation Program to its Members. The program will, when practical, provide consumer education messages that are consist with the Aggregation Program designed purpose, provide 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 MVCC or the Provider.

### **Customer Service**

The Provider will provide the 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 overseen (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.

### **Billing**

MVCC 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, MVCC may, at its option and in consultation with the Provider, change this function to the Retail Electric Generation Provider or a billing agency.

### **Credit and Deposit Policies**

Collection and credit procedures remain the responsibility of the EDU, the Provider, and the individual Member. Members are required to remit and comply with the payment terms

of the Local Utility. This Program will not be responsible for late or no payment on the part of any of its members. MVCC will have no separate credit or deposit policy.

### **Customer Service Procedures & Dispute Resolution**

Members will have multiple means of addressing complaints. As a general rule, concerns regarding service reliability and billing should be directed to the EDU. The EDU continues to read meters, handle billing, and generally have the most information about a customer's account. Questions regarding the Program administration should go to the consultant, and any unresolved disputes should be directed to the Public Utilities Commission of Ohio. Listed below is a table of toll-free numbers for members to call for assistance.

### **Compliance Process**

The Provider will have internal controls and processes that ensure the MVCC 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 MVCC and its consultant that will include at a minimum (i) the number of Members participating in the Program; and (ii) savings estimates or increase from the previous year's baseline. The Provider will also develop a process to monitor and provide notification to MVCC of any changes in laws, rules, or regulations.

### **Notification to EDU**

In MVCC's OOM potential Aggregation participants that do not opt-out of the Aggregation Group will be enrolled automatically in the Aggregation Program. Such Members in the Aggregation Group will not be asked to take other affirmative steps to be included in the Group. In MVCC's OIM, potential Aggregation participants must affirmatively enroll in the Program to join the Aggregation Program. To the extent that the EDU requires notification of participation, MVCC 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.

### **Opt-Out Activation of Service**

In an MVCC OOM, all eligible electric customers in the MVCC Program shall be sent a notice that provides 21 days to opt out of the Program. All eligible customers who do not opt out will be automatically enrolled in the Program. During this opt-out period eligible consumers may opt-out of MVCC's Aggregation Group without fees charged by the Provider or MVCC. 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.



### **Opt-In Municipalities Activation of Service**

After an offer letter is sent to eligible electric customers in the OIM the potential Aggregation Participant shall have 21 days to affirmatively enroll 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.

### **Changes, Extension or Renewal of Service**

At least every three years all consumers eligible to participate in MVCC's Program in an OOM 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. At least every three years consumers eligible to participate in MVCC's Program in an OIM will be given an opportunity to re-enroll, and reasonable notice will be provided as required by law and PUCO rules.

### **Termination of Service**

If 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.

### **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 MVCC shall retain their participant status.

### **Opt-out Outside Enrollment Period**



Members who switch to a different generation supplier after the expiration of the Opt-out period or affirmatively enrolling 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.

### **MISCELLANEOUS GOVERNANCE GUIDELINES**

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

### **Liability**

MVCC 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 MVCC 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.

### **Availability of Plan of Operation and Governance**

Copies of this plan are available from MVCC free of charge. Contact the MVCC office at 937-438-8887, for a copy or for more information.

### **Consumer Right to Contact PUCO and Ohio Consumers Counsel**

Any electric customer, including any participant in the MVCC Electric Aggregation Program, may contact the Public Utilities Commission of Ohio (PUCO) for information, or make a complaint against the Program, the Provider. The PUCO may be reached toll free at 1-800-686-7826. The PUCO may be reached at 1-800-686-1570 for all TDD/TYY calls. The Ohio Consumers' Counsel may be reached at 1-877-742-5622.

## **Appendix A -- Education Process**

The Provider will develop an educational program in conjunction with MVCC. Its purpose will be to explain the aggregation program to MVCC 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 MVCC OOM 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 MVCC to provide opportunities for educating eligible MVCC consumers about the Program and their rights under the law, PUCO rules and this Program. In addition, the Provider and MVCC 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. For MVCC OOM, 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.



Nov \_\_, 2022

**DRAFT**

Dear \_\_\_\_\_ Resident/Small Commercial Customer,

**Miami Valley Communications Council 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 May 2003.**

**After researching competitive electricity pricing options for you, MVCC 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 MVCC 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. You can leave the program at any time.

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 MVCC’s governmental aggregation program, you do not 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 will notice is savings.

If you have any questions, please call \_\_\_\_\_ toll-free at 1-866-XXX--XXXX, Monday through Friday, 8 a.m. to 5 p.m.

Sincerely,

**DRAFT**

**To receive these savings, you do not have to do anything.**

**If you do not want to participate in the MVCC electric governmental aggregation program, Return the opt-out form in by the deadline date listed.**

<b>Option 1: Do nothing and save.</b> <b>If you want to participate in this program and save, you do not need to return this form. Your enrollment is automatic.</b>	<b>OR</b>	<b>Option 2: Opt out by returning this form.</b> <b>If you do not want to participate in this program, you must return this form before the due date.</b>
---	-----------	--

Account #

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

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

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

Account holder's signature: \_\_\_\_\_

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

**Opt Out Deadline Date:**

**Mail by \_\_\_\_\_, 2022 to MVCC Electric Governmental Aggregation Program,**

\_\_\_\_\_

Nov \_\_, 2022

(OIM)DRAFT

Dear \_\_\_\_\_ Resident/Small Commercial Customer,

**Miami Valley Communications Council 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 May 2003.**

**After researching competitive electricity pricing options for you, MVCC 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 MVCC electric governmental aggregation program. If you wish to be excluded from the program and remain a full-service customer of your local electric utility, do nothing. If you would like to join the program, you must return the attached “opt-in” form by \_\_\_\_\_, 2022. \_\_\_\_\_ You will receive a notice at least every three years asking if you wish to remain in the program. You can leave the program at any time.

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 MVCC’s governmental aggregation program, you do not 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 will notice is savings.

If you have any questions, please call \_\_\_\_\_ toll-free at 1-866-XXX--XXXX, Monday through Friday, 8 a.m. to 5 p.m.

Sincerely,



**(OIM) DRAFT**

**To receive these savings, please return this completed form by \_\_\_\_\_, 2022.**

**residents in MVCC Electric Governmental Aggregation Program.**

**Opt in** Complete the form below and save.

**If you want to participate in this program and save, you need to return this form.**

[illegible]

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

Phone number:

Account holder's signature:

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

**Opt In Deadline Date:**

**Mail by \_\_\_\_\_, 2022 to MVCC Electric Governmental Aggregation 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 MVCC, or if applicable, to the consumer, MVCC, the MVCC 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, MVCC, MVCC 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, MVCC, the MVCC 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. The 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. The provider shall arrange for the EDU 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 the EDU 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 or 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 AES Ohio or other EDU 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. MVCC and the 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.



# **Miami Valley Communication Council**

## **Amended Natural Gas Aggregation Operation and Governance Plan**

**For additional information contact Miami Valley Communications Council:**

**Jay Weiskircher, Executive Director**

**Phone: 937-424-1660**

**Email: [jweiskircher@mvcc.net](mailto:jweiskircher@mvcc.net)**

## **Introduction**

The Miami Valley Communications Council ("MVCC") has developed this Plan of Operation and Governance on behalf of its member and affiliate communities regarding government aggregation of firm, full requirements power supply of natural gas for its consumers (the "Plan" or "Aggregation Program"). The Plan contains information on the structure, governance, operations, management, funding, and policies of the Aggregation Program to be utilized for participating consumers.

MVCC was formed in 1975 as a council of governments according to chapter 167 of the Ohio Revised Code. MVCC has acted as an agent for its members and affiliate communities to monitor, regulate and administer common cable television franchise agreements, manage the operation of the council's cable access television channels, and develop and implement intergovernmental projects. The council is governed by a policy-making body consisting of delegates representing member cities. The council also has affiliate agreements with 24 other Miami Valley cities.

Now MVCC communities wish to proceed jointly to authorize MVCC to perform as their agent for development and administration of the Aggregation Program. Current communities expressing an interest in natural gas aggregation are Centerville, Germantown, Kettering, West Carrollton, Trotwood, Brookville, Englewood, Xenia, Miamisburg, Moraine, Huber Heights, Union, Clayton, Riverside, Troy, Eaton, Fairborn, and Monroe. The Program may add other communities and thereby combine additional residential and small commercial customers into a buying pool that will be attractive to third party suppliers (Suppliers). Participation in the Program is voluntary. Any individual customer can decline to be a member of the aggregation program and remain with Centerpoint's (Local Utility) standard choice offer pricing or enter into a supply contract with any competitive retail natural gas service (CRNGS) supplier.

The MVCC communities have passed the necessary ordinances to place the issue of natural gas governmental aggregation on the ballot. Voters in each community approved natural gas aggregation and the community decided to utilize MVCC and the following Plan outlined below. This Plan will not be adopted until two public hearings are held in accordance with Section 4928.20(C) of the Ohio Revised Code.

## **Process**

This Plan allows municipalities to join as either an opt-in municipality ("OIM") or an opt-out municipality ("OOM").

If a community joins the Program as an OIM, that community's eligible residential and small business customers in the authorized areas shall receive an offer letter setting forth the rates, terms, and conditions of the program. To participate the eligible residential and



small business customers must affirmatively enroll in the Program by a specific deadline described in the offer letter.

If a community elects to become an OOM, all eligible residential and small business customers in the authorized areas of MVCC 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 MVCC natural gas governmental aggregation passed a Resolution or Ordinance, which authorized submitting the selection of opt-out aggregation to the community's voters. The voters approved opt-out aggregation in each community and the community decided to join the MVCC Program.

In addition to each community joining the MVCC program, it is also required to comply with various PUCO regulations. As required by PUCO regulations MVCC will file an application with the PUCO for certification as a Government Aggregator after MVCC approves this Plan. As required by regulations, MVCC advertised public hearing dates to discuss the Plan and held two hearings on the Plan.

MVCC anticipates selection of a Provider after receiving approval from the PUCO as a governmental aggregator. Upon Provider selection an opt-out notice for the MVCC Program will be sent to all eligible natural gas customers in MVCC's OOM communities setting forth the rates, terms, and conditions of the program. This notice will provide potential Aggregation participants with at least 21 days to return an opt-out card or other similar notice.

### **MVCC Aggregation Program**

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

MVCC will obtain the list of customers within its boundaries from Centerpoint or other natural gas distribution utility, either by zip code or by method provided by the utility. MVCC will have its CRNGS cleanse the data to ensure that it does not contain customers with alternate suppliers, PIPP customers, and any other excludable consumers, and only those who live within the jurisdictional boundaries of MVCC communities. MVCC will then have its CRNGS send an opt-out notice to each eligible customer which discloses the offered price for natural gas along with any applicable contract terms. The opt-out notice will clearly inform potential customers that they may opt-out of the program during the 21-day period following the mailing of the notification, along with instructions on how to opt-out. Customers who opt-out of MVCC's aggregation program during this initial notification period will continue to receive SCO supplies until the customer chooses an alternative CRNGS or chooses to opt-in to the aggregation program later.

## **Operation**

Existing MVCC staff, the program energy consultant and the CRNGS will provide all necessary technical analysis, competitive procurement of services, regulatory approvals, accounting and fiscal management, contract maintenance, communications, program coordination and administrative support.

## **Funding**

The primary expenses associated with operating this program are printing and mailing cost of the opt-out notices, and fees for an energy consultant. Instead of paying for these costs upfront, MVCC expects to embed its fees into the chosen CRNGS rates offered to potential program participants.

## **Notification of Customers**

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

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

## **Customer opt-out**

Customers may opt-out of MVCC aggregation program at no charge within the twenty-one-day period following the mailing of the notice containing the rates and terms of the aggregation program. Customers who return the required opt-out notice will continue to receive SCO supplies through Centerpoint. MVCC will offer the twenty-one-day period during which customers can opt-out of the aggregation program without charge at least every two years pursuant to state law.

## **Customer opt-in and Refresh Mailings**

MVCC intends on having its supplier allow customers who move into or within MVCC's municipalities to opt into MVCC's aggregation program by calling and voluntarily signing up with the supplier. MVCC will strive to provide these new customers with a similar rate to those already participating in the aggregation. Additionally, MVCC's supplier may obtain a refreshed customer list from Centerpoint approximately every six



months. MVCC's supplier may then send aggregation information to newly eligible customers identified on the refresher list. Whether this information is in opt-in or opt-out format will depend on the negotiated language of the supplier contract. If interim opt outs are to take place; a twenty-one day opt-out will occur in the manner described above.

### **Disputes**

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

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

### **Termination of natural gas supply program**

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

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

### **Rates**

MVCC shall authorize its energy program consultant to receive proposals on its behalf from CRNGS using a competitive selection process. Bidders will provide pricing offers such as a fixed price, floating price, a percent off rate, or a combination of the above. If consumers have the option of choosing between fixed and floating prices, the opt-out package will contain ample and easy to understand information to aid the consumer in deciding which option best suits their natural gas needs. MVCC will decide which pricing structure(s), to offer based on the bids received, and an analysis of the current and projected market status as well as the bids received.

### **Billing and Payment**

MVCC will continue to have Centerpoint invoice customers using an itemized format approved by the PUCO. MVCC will not become involved in any payment delinquency issues and thus will not require any type of consumer credit or deposit. If MVCC's

supplier wishes to pursue payment delinquency issues, details of the supplier's credit and deposit policies will be included in the opt-out package.

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

Questions or concerns regarding the aggregation program should be directed to the CRNGS or MVCC.

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

### **Liability**

MVCC 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 MVCC or the Provider. Aggregation Group members shall assert any such claims solely against the Provider pursuant to the Power Supply Agreement, under which such participants are express third-party beneficiaries.

### **Copies of Plan**

Copies of this plan are available from MVCC free of charge. Contact the MVCC office at 937-438-8887, for a copy or for more information.

### **Consumer Right to Contact PUCO**

Any natural gas customer, including any participant in The MVCC Natural Gas Aggregation Program, may contact the Public Utilities Commission of Ohio (PUCO) for information, or make a complaint against the Program, the Provider, or CGO. The PUCO may be reached toll free at 1-800-686-7826. The PUCO may be reached at 1-800-686-1570 for all TDD/TYY calls. The Ohio Consumers' Counsel may be reached at 1-877-742-5622.