

TEMPORARY RESOLUTION NO. 155-13

PERMANENT RESOLUTION NO. 139-13

A RESOLUTION TO AMEND THE PLAN OF OPERATION AND GOVERNANCE FOR THE CITY OF LANCASTER'S MUNICIPAL ELECTRIC AGGREGATION PROGRAM

WHEREAS, Ohio Revised Code 4928.20 permits a municipality to aggregate customers within their jurisdiction in order to facilitate "customer choice" in electric power suppliers and to promote lower cost electric utility services within the City of Lancaster; and

WHEREAS, on November 6, 2001, the electors of the City of Lancaster approved of the City's plan to create an aggregation program for customers located within the boundaries of the City pursuant to Ohio Revised Code 4928.20(B); and

WHEREAS, Ohio Revised Code 4928.20(C) requires a governmental entity interested in the automatic registration of customers under governmental aggregation, subject to customer rights to "opt-out" of such an aggregation, to adopt a plan of operation and governance for its aggregation program; and

WHEREAS, pursuant to Permanent Ordinance 44-02, City Council approved and adopted a Plan of Operation and Governance for the City's aggregation program; and

WHEREAS, the Plan of Operation and Governance provides for City Council to make amendments to the Plan and file the amended Plan with the PUCO; and

WHEREAS, the City has filed its application with the PUCO for certification as a governmental aggregator of electricity and needs to amend the previously adopted Plan of Operation and Governance to meet current regulatory standards with the amended Plan attached hereto as Exhibit "A";

BE IT RESOLVED BY COUNCIL OF THE CITY OF LANCASTER, STATE OF OHIO:

SECTION 1. That this Council hereby amends the City of Lancaster's Plan of Operation and Governance to meet current regulatory standards with the amended Plan attached hereto as Exhibit "A" for the implementation and administration of the City's municipal electric aggregation program in accordance with Ohio Revised Code 4928.20(C).

SECTION 2. That this resolution shall take effect and be in force from and after the earliest period allowed by law.

Passed: 10/21/13 after 2nd reading. Vote: Yeas 9 Nays 0

Date Approved: 10/21/13

Clerk: Jeressa Lee Sandy

Kenneth J. Orr
President of Council

[Signature]
Mayor

Offered by:

Robert Wallace

Second by:

Tom Fink

Requested by Law Committee

City of Lancaster, Ohio Municipal Electric Aggregation Program

Plan of Operation and Governance

**Adopted June, 2002
Revised October 2013**

Overview

At the November 6, 2001 general election, local residents authorized the City of Lancaster ("the City") to create a municipal opt-out electric aggregation program ("the Aggregation Program") as provided under Section 4928.20 of the Ohio Revised Code. Under the opt-out electric aggregation program, all eligible electric customers within the City's corporation limits will be automatically included in the Aggregation Program initially. However, all such customers will also be given the opportunity to opt out of or decline participation in the Aggregation Program as detailed herein.

The City's purpose in creating the Aggregation Program is to represent local consumer interests in emerging competitive electricity markets by aggregating residential and small commercial electric loads within the City's corporation limits (including municipal facilities) and negotiating affordable, reliable electric supplies and other related services on behalf of local consumers. The City may pursue this purpose individually or in cooperation with other entities.

Many small commercial and residential electric consumers lack the knowledge and leverage to effectively negotiate power supply rates and services. A governmental aggregation program provides them with an option for professional representation and the bargaining power of a larger, more diverse consumer group that may be more attractive to suppliers, allowing them to effectively participate in the competitive process and achieve benefits.

The Aggregation Program is designed to reduce the amount a consumer pays for electric energy, and to gain other favorable economic and non-economic terms in service contracts. The City will not buy and resell power, but will represent collective consumer interests to set terms and conditions for service. Through a competitive request for proposal and negotiation process, the City will develop a Supply Contract with a Competitive Retail Electric Services Provider (CRES Provider) or Providers for firm all-requirements electric service. The Supply Contract will run for a fixed term (i.e., one to five years). Once the Supply Contract has been finalized, it will be submitted to the Lancaster City Council for approval.

Initially, each eligible customer within the City's corporation limits will be automatically included in the Aggregation Program on a non-discriminatory basis. However, prior to actual enrollment, each eligible customer will receive a notice from the City detailing the Aggregation Program's rates, terms, conditions, and eligible customers' opt-out rights.

Each eligible customer will then have a 21-day period to opt out of or decline to participate in the Aggregation Program without charge. Consumers opting out of the program will remain on Ohio Power Company's ("Ohio Power") Standard Offer Generation Service until such time as they select an approved CRES Provider. A similar opt-out period will be offered every three years during which time Participating Customers can leave the Aggregation Program without paying a switching fee.

Participating Customers who leave the Aggregation Program and wish to return, as well as eligible customers who move into the City after the initial opt-out period will be afforded the opportunity to enroll in the Aggregation Program.

Participating Customers who move within the City limits will be allowed to continue in the Aggregation Program at their new location under the same terms and conditions as at their former location, provided the Ohio Power rate classification is the same at both locations, and subject to any switching fees imposed by Ohio Power.

The City will contract with a CRES Provider to implement and operate the Aggregation Program. Contracts for power supply and other related services will be negotiated, recommended, and monitored for compliance by the City on behalf of local consumers.

The Aggregation Program covers the power supply or generation portion only of a participant's electric bill. Ohio Power will continue to deliver electricity to Aggregation Program Participants' homes and businesses through its electric transmission and distribution system as a monopoly function regulated by the Public Utilities Commission of Ohio (PUCO). Ohio Power will also continue to install, operate and maintain its system of poles, wires, transformers and other electric distribution components. Aggregation Program participants should continue to call Ohio Power if their power goes out or if they have billing questions. The PUCO will continue to oversee Ohio Power's electric safety and reliability service standards.

The City developed this Plan of Operation and Governance in compliance with Ohio law regarding municipal opt-out aggregation of electric consumers, including at least two public hearings prior to its adoption.

Plan of Operation and Governance

The Lancaster City Council shall approve through resolution or ordinance the Aggregation Program's Plan of Operation and Governance in accordance with Ohio Revised Code Section 4928.20. Amendments to the Plan of Operation and Governance may be subject to Lancaster City Council approval and filing with the PUCO.

After adoption of the Plan of Operation and Governance, the City will file with the PUCO for governmental aggregator certification and also register as a governmental aggregator with Ohio Power.

Aggregation Program Management

Oversight of the Aggregation Program will be the responsibility of the Service-Safety Director, who shall report to the City Council. The Service-Safety Director will have the authority to develop specifications for the Aggregation Program, to appoint an Aggregation Program Manager, and to select, hire and manage the CRES Provider.

The CRES Provider and the Aggregation Program Manager will work under the direction of the Service-Safety Director with the advice and counsel of the City Attorney.

Due to the complexity of the electric utility industry and the uncertainties of its associated restructuring activities, the Service-Safety Director may contract with legal and technical consultants to provide the necessary expertise to represent the City's interest in legislative and

regulatory matters and/or to serve as the Aggregation Program Manager. Such services may include, but are not limited to facilitating consumer enrollment and opt-out, assisting with consumer education, addressing consumer questions and concerns, providing reports on program operation, enrollment and savings, negotiating future CRES Provider Supply Contracts, and representing the City in dealings with CRES Providers, Ohio Power, the Ohio Legislature, the PUCO and the Office of the Ohio Consumers' Counsel ("OCC").

The CRES Provider's rates will include an administrative fee, which shall (if implemented) be collected on behalf of the City to fund the implementation and administration of the City's Aggregation Program. The administrative fee will be adjusted annually to cover the City's cost of administering the program. The fee will be reviewed annually to ensure that the amounts collected do not exceed the cost of administering the aggregation program.

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/or the contracted CRES Provider:

1. City development and release of Request for Proposals;
2. Proposals submitted by CRES Providers and negotiations undertaken with CRES Providers by the City and its legal and technical advisors;
3. The City's selection of CRES Provider(s) and execution of Supply Contract(s);
4. Acquisition of electronic list of eligible customers from Ohio Power;
5. Notification of eligible customers of opt-out process undertaken by the City and selected CRES Provider(s) via U.S. mail and utilizing electronic customer list addresses;
6. Electronic customer list revised by the City's CRES Provider(s) who removes responding opt-out customers from the list;
7. Revised electronic customer list transmitted back to Ohio Power for customer transfer;
8. Ohio Power completes administrative transfer of Participating Customers (via revised electronic list) to the City's CRES Provider(s);
9. Firm all-requirements retail electric supply service initiated to Participating Customers based on terms and conditions of Supply Contract(s);
10. The City and its legal and technical advisors monitor contract for compliance;
11. The City acts to protect interests of Participating Customers.

Selection of a CRES Provider

The City will not buy and resell power to Aggregation Program participants. The City will conduct a competitive request for proposals to CRES Providers and negotiate with potential CRES Providers to provide affordable, reliable electric supplies and other electric related services on behalf of local consumers. The City will consider cooperating with other governmental aggregators if it appears beneficial to do so.

Through a negotiation process, the City will develop a Supply Contract with a CRES Provider or Providers for firm, all-requirements service. The City will contract only with a CRES Provider or Providers that meet at a minimum the following criteria:

1. Certified CRES Provider by the PUCO
2. Registered with Ohio Power
3. Have a service agreement under Ohio Power's Open Access Transmission Tariff
4. Successfully completed Electronic Data Interchange (EDI) computer system testing with Ohio Power and that CRES Provider's EDI computer system is capable of effectively processing Aggregation Program EDI transactions in a timely manner
5. Meet standards of creditworthiness established by the City
6. Have a customer call center capable of effectively handling participants' questions, concerns and disputes in a timely manner using a toll-free telephone number
7. Hold the City harmless from any financial obligations arising from offering electricity and/or energy-related services to Aggregation Program participants
8. Maintain liability insurance for one million (\$1,000,000) per incident

The CRES Provider's Supply Contract will run for a fixed term (i.e., one to five years) and contain all pricing, charges, switching fees, etc. in clear and easily understood terms.

The City will require any CRES Provider to disclose any subcontractors that it uses in fulfillment of the services described herein.

The Lancaster City Council will approve through resolution or ordinance the Supply Contracts entered into by the City with the CRES Provider.

Electric Supply Charges

The City will aggregate electric loads within the City's corporation limits (including municipal facilities) and negotiate mutually agreeable price terms with CRES Providers for affordable, reliable electric supplies and other related services on behalf of local consumers. The City may pursue this purpose individually or in cooperation with other entities. CRES Providers will supply information on electric supply charges by Ohio Power customer rate classification or other appropriate pricing category as approved by the City. All electric supply charges will be fully and prominently disclosed in consumer enrollment materials and will be subject to

approval by the Lancaster City Council.

Ohio Power's Regulated Customer Classifications and Rates

Ohio Power assigns customer rate classifications, character of service and associated regulated rates subject to PUCO approved tariffs. In addition to the CRES Provider's generation charges, Participating Customers will continue to be billed for Ohio Power's service and delivery charges. Although the City may participate in regulatory proceedings and represent the interests of consumers regarding these regulated rates, it cannot assign or alter customer rate classifications.

Consumer Participation

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

1. A consumer located in the certified territory of a non-profit electric supplier;
2. A consumer served by transmission or distribution facilities of a municipal electric utility;
3. A consumer that affirmatively chooses to be included on the PUCO's "do not aggregate" list;
4. 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;
5. A consumer already in contract with another CRES Provider;
6. A consumer that has opted out of the governmental aggregation program;
7. A consumer enrolled in the percentage of income payment plan ("PIPP");
8. A consumer that has a special arrangement with Ohio Power; and
9. A consumer not located within the City's boundaries.

Initial Consumer Notification and Enrollment

After contract approval by the Lancaster City Council, the CRES Provider will work with the City and Ohio Power to identify all eligible customers within the City's corporation limits. Prior to initiation of service, all eligible customers shall be notified of the opt-out terms. The process of notification shall be as follows:

1. separate mailings;
2. newspaper notices;

3. public service announcements; and/or
4. posting of prominent notice in various City office buildings.

Prior to enrollment, the notification shall be mailed in a timely manner for receipt by eligible customers 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:

1. A summary of all actions taken by the City to authorize the aggregation;
2. A description of the services offered by the Aggregation Program;
3. Disclosure of the price to be charged (which may be a fixed price stated in cents per kilowatt-hour);
4. 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;
5. A statement informing customers that choose to opt out of the Aggregation Program prior to its commencement that they will be served by Ohio Power's standard service offer or until the customer chooses an alternative supplier of electric service.
6. 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);
7. Disclosure of the dates covered by the Aggregation Program, including the estimated start date;
8. Disclosure of any credit and/or deposit requirements;
9. Disclosure of any limitations or conditions on customer acceptance into the Aggregation Program;
10. 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;
11. 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
12. 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.
13. A local or toll-free telephone number, with the available calling hours, the Participating Customer may call regarding the Aggregation Program.

Eligible customers 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). During this 21 day period consumers may choose another competing CRES Provider, or receive electric supply from Ohio Power. Participating Customers will be given the opportunity every three years after the initiation of service to opt-out. Participating Customers 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.

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, Ohio Power 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, Ohio Power shall check customer meter numbers and other codes to verify proper eligible customer identification; 3) List Adjustment: Following the opt-out process, the selected CRES Provider(s) shall remove all customers who choose to opt-out from the electronic customer list; and 4) Automatic Enrollment: The revised electronic customer list shall be transmitted back to Ohio Power for customer transfer to the selected CRES Provider(s).

Eligible customers on all billing cycles will be enrolled with the selected CRES Provider(s) consistent with the beginning of a new billing cycle. Service under the selected CRES Provider(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 customer, but may incur additional charges from the Ohio Power.

Consumers enrolled in the Aggregation Program by the CRES Provider will receive a letter from Ohio Power notifying them of their enrollment. Consumers will have seven calendar days to notify Ohio Power of any objection to their enrollment in the Aggregation Program. Ohio Power will notify the CRES Provider of consumer objections or any reason that a consumer was not enrolled in the Aggregation Program. The CRES Provider will report to the City the status of Aggregation Program enrollment on at least a monthly basis.

Leaving the Aggregation Program

Participants who wish to leave the Aggregation Program may do so:

- During the initial 21-day opt-out period, without paying a switching fee;
- During subsequent opt-out period offered by the City at least every three years, without paying a switching;
- At any other time; however a switching fee may be assessed

Any consumer who opts out of the Aggregation Program will be returned to Ohio Power's Standard Offer Generation Service until such time as the consumer selects another approved CRES Provider.

CRES Provider Responsibilities

The CRES Provider will build and maintain a database of all Aggregation Program participants. The database will include the name, address, Ohio Power service delivery identification (SDI) number and may include other pertinent information as agreed upon by the City and the CRES Provider. Such information may include the CRES Provider's account number (if different from Ohio Power's SDI number), rate code, rider code (if applicable), most recent 12 months of kWh consumption and kW demand, and meter reading cycle. The Aggregation Program database will be updated at least quarterly. The City will have the right to access information in the database for purposes of auditing.

The CRES Provider will provide and maintain the required Electronic Data Interchange (EDI) computer system to effectively process Aggregation Program enrollments, opt outs, billing, etc, with Ohio Power.

The CRES Provider will provide a local or toll free telephone number for participant questions and concerns about enrollment, opt-out provisions, billing and other Aggregation Program issues.

The CRES Provider will develop internal controls and processes to help ensure that the City remains in good standing as a governmental aggregator that complies with all laws, rules and regulations regarding the same as they may be periodically amended.

Moving and Returning Participants

Participants who leave the Aggregation Program and wish to return, as well as eligible customers who move into the City after the initial opt-out period will be afforded the opportunity to enroll in the Aggregation Program.

Eligible customers who move into 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 Ohio Power when they sign-up for new service. Ohio Power shall notify the selected CRES Provider(s) of the new request for service, and the selected CRES Provider(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.

Participating Customers who move to a location within the City's boundaries and are considered by Ohio Power 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, provided the AEP rate classification is the same at both locations, and subject to any switching fees imposed by AEP.. 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.

The CRES Provider will comply with all local, state and federal rules and regulations regarding discontinuing service to Aggregation Program Participants. **Billing**

The City plans to utilize Ohio Power's consolidated billing service in which each Participating Customer account receives one bill during Ohio Power's billing cycle itemizing the CRES Provider's electric supply charges and Ohio Power's delivery, transition and other PUCO-approved charges. The billing statement will be consistent with applicable PUCO rules and regulations. The City will consider other billing options, including CRES Provider consolidated billing, if and when they become available and if it appears advantageous to do so.

Credit, deposit, and collection processes concerning billing will remain the sole responsibility of the selected CRES Provider(s) and Ohio Power as provided by state law. Under no circumstances shall the City have any responsibility for payment of any bills. **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 Customers. If the City elects not to receive and pay for standby service from Ohio Power, 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 Ohio Power, they will be charged the market price of power plus any amount attributable to Ohio Power'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 an approved electric security plan, or as otherwise approved by the PUCO.

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 Ohio Power 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.

Service Termination by CRES Provider

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 CRES Provider will receive electric supply from Ohio Power, unless Ohio Power 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.

Termination of the Aggregation Program

The Aggregation Program may be terminated for Participating Customers in two ways:

- (1) Upon the termination or expiration of the CRES Provider's 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 Ohio Power 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.

Resolution of Customer Complaints

It is important that customer complaints be directed to the proper party. The selected CRES Provider(s) shall ensure that each Participating Customer receives a printed copy of a toll-free number to call regarding service problems or billing questions. The CRES Provider shall refer reliability, line repair, or service interruption, and billing issues to Ohio Power. The CRES Provider shall handle all complaints in accordance with applicable laws and regulations. Problems regarding the selected CRES Provider(s) can be directed to the City or the PUCO. Participating 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. Participating Customers may contact the City at servicedirector@cilancaster.oh.us. As noted below, the City will continue to monitor the selected CRES Provider(s) for compliance with consumer protection provisions in the Supply Contract and timely resolution of customer problems.

Reliability and Indemnification of Consumers

Electric service reliability is an essential to Aggregation Program participants. The City will strive to provide high-quality service and reliability through provisions of the CRES Provider Supply Contract, through traditional proceedings related to Ohio Power's regulated transmission and distribution services; and through direct discussions with Ohio Power concerning specific or general problems related to quality and reliability of its transmission and distribution system.

If for any reason a CRES Provider fails to provide uninterrupted service, the City will attempt to acquire an alternative power supply. If this attempt fails, participants will default to Ohio

Power's Standard Offer Generation Service. In no case will participants be without power as the result of the CRES Provider's failure to provide uninterrupted service. The City will seek to minimize this risk by contracting only with reputable CRES Providers that demonstrate reliable service. The City also intends to include conditions in its CRES Provider Supply Contract that will indemnify participants against risks or problems with power supply service and price.

Participant Rights

All Aggregation Program participants shall enjoy the protections of law afforded to consumers as they currently exist or as they may be amended from time to time. These include rights to question billings or service quality or service practices. All program participants shall also enjoy the individual right to decline participation in the Aggregation Program subject to the terms and conditions contained herein.

All Aggregation Program participants will be treated equitably. They will be guaranteed the right to raise and resolve disputes with the CRES Provider, be provided all required notices and information; and always retain the right to opt out of the Aggregation Program or switch suppliers subject to the terms and conditions contained herein.

All eligible customers within the City's corporation limits shall be eligible to participate in the Aggregation Program on a non-discriminatory basis subject to the terms and conditions described herein, Ohio law, PUCO rules and regulation governing electric service, and Ohio Power's approved tariffs.

Service under the Aggregation Program shall include all eligible customer classes in adherence with universal service principles and requirements, and the traditional non-discriminatory practices of local government. CRES Provider Supply Contracts shall contain provisions to maintain these principles and equitable treatment of all customer classes.

Low-income consumers shall remain subject to all provisions of Ohio law and PUCO rules and regulations as they may be amended from time to time regarding their rights to return to Ohio Power's Standard Offer Generation Service and participation in the Aggregation Program.

Participant Responsibilities

Aggregation Program participants are subject to the same standards and responsibilities as other electric consumers, including payment of billings and access to metering and other equipment necessary to carry out utility operations.

Definitions

Aggregation

Combining the electric loads of multiple customers for the purposes of supplying or arranging for the supply of competitive retail electric service to those customers

Aggregation Program Manager

The person or entity designated by the Service-Safety Director to oversee the operation and management of the City of Lancaster's Municipal Electric Aggregation Program.

Competitive Retail Electric Service (CRES)

A component of retail electric service that is deemed competitive under the Ohio Revised Code or pursuant to an order of the PUCO, such as electric supply.

Competitive Retail Electric Service Provider (CRES Provider)

A person or entity certified by the PUCO and registered with Ohio Power who supplies or offers to supply a competitive retail electric service over Ohio Power's electric transmission and/or distribution system. This term does not apply to Ohio Power in its provision of standard offer generation service.

Consumer

Any person or entity that is an end user of electricity and is connected to any part of Ohio Power's electric transmission or distribution system within the City of Lancaster's corporation limits.

Delivery Charge

Charge imposed by Ohio Power for delivering electricity to a consumer's home or business. The charge includes meter reading, billing, transition costs, maintaining electric system reliability and responding during emergencies and outages (also called the distribution charge).

Distribution

The delivery of electricity to a consumer's home or business over Ohio Power's local poles, wires, transformers, substations, and other equipment. Ohio Power's distribution system operations will remain regulated by the PUCO.

Electric Related Service

A service that is directly related to the consumption of electricity at a consumer's home or business. This may include, but is not limited to, the installation of demand side management measures at a consumer's premises, the maintenance, repair or replacement of appliances, lighting, motors or other energy-consuming devices at a consumer's premises, and the provision of energy consumption measurement and billing services.

Electric Supply Charge

All charges related to the generation of electricity by the CRES Provider.

Governmental Aggregator

An incorporated village or city, township or county acting as an aggregator for the provision of a CRES under authority conferred under Section 4928.20 of the Ohio Revised Code.

Kilowatt (kW)

A kilowatt is 1,000 watts.

Kilowatt-hour (kWh)

A kilowatt-hour is 1,000 watts of electricity used for one hour. For example, a 1,000-watt appliance operating for one hour or a 100-watt light bulb operating for ten hours will consume one kilowatt-hour of electricity. Consumers are charged for electricity in cents per kilowatt-hour.

Ohio Consumers' Counsel (OCC)

The Ohio Consumers' Counsel (OCC) was established by the Ohio Legislature in 1976 to represent the interests of Ohio's four million residential utility customers served by investor-owned utilities in proceedings before the PUCO, other regulatory agencies and in the courts. The OCC also educates consumers about utility issues and resolves complaints individuals have with investor-owned utility companies.

Participant or Participating Customer

A consumer enrolled in the City of Lancaster's Municipal Electric Aggregation Program.

Public Utilities Commission of Ohio (PUCO)

The state agency charged with assuring all consumers (residential, commercial and industrial) served by investor-owned utilities have access to adequate, safe, and reliable utility services at fair prices.

Standard Offer Generation Service

The electric generation service a consumer will receive from Ohio Power (the default electric service provider) if the customer does not choose a CRES Provider.