ORDINANCE NO. 19-44
INTRODUCED BY: Ms. DeGeorge

A RESOLUTION

AUTHORIZING AMENDMENTS TO THE CITY OF BAY VILLAGE’S ELECTRIC POWER AGGREGATION PLAN OF OPERATION AND GOVERNANCE, AND DECLARING AN EMERGENCY.

WHEREAS, in May 2010, the electorate of Bay Village approved the development of a form of Government Electric Aggregation known as “opt-out” aggregation; and

WHEREAS, this Council on November 8, 2010 approved an Electric Power Aggregation Plan of Operation and Governance after holding two public hearings on the Plan, as required by Ohio law; and

WHEREAS, the City desires to change the Electric Power Aggregation Plan of Operation and Governance to make it provider neutral and finds that certain updates are needed in the Electric Power Aggregation Plan of Operation and Governance.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Bay Village, State of Ohio, that:

SECTION 1. The City of Bay Village Electric Power Aggregation Plan of Operation and Governance is hereby amended, as shown in the attached Exhibit A.

SECTION 2. That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were meetings open to the public in compliance with the law.

SECTION 3. This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare, and for the further reason that this ordinance is required to be immediately effective in order to maximize the potential benefits of the aggregation program for the electricity consumers in the City, wherefore this ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

PASSED: May 13, 2019

VICE PRESIDENT OF COUNCIL

CLERK OF COUNCIL

APPROVED: May 13, 2019

MAYOR

05.06.19 jt
City of Bay Village Electric Power Aggregation Plan of Operation and Governance

October 21, 2010
Amended May 13, 2019
City of Bay Village
Electric Power Aggregation
Plan of Operation and Governance

I. INTRODUCTION

Amended Substitute Senate Bill 3 ("S.B. 3") opened Ohio's retail electric market as of January 1, 2001. S.B. 3 authorizes customer choice in the selection of suppliers of retail electric generation and declares electric generation service, aggregation service, power marketing, and power brokering as competitive retail electric services. The legislation gave the Public Utilities Commission of Ohio ("PUCO") authority to adopt rules regarding the development of a competitive retail electric market in Ohio and authority to promulgate rules on governmental aggregation.

Large industrial and commercial consumers with sophisticated electric operations use their size and expertise to obtain lower electric power rates. Individual residential and small commercial consumers are typically unable to obtain significant price reductions since they lack the bargaining power, expertise and the economies of scale enjoyed by larger consumers. Aggregation, the combining of multiple electric loads, provides the benefits of retail electric competition for consumers with lower electric demands.

Government aggregation, the combining of multiple electric loads by a municipality, provides the means through which Bay Village residential consumers may obtain the economic benefits of Ohio's competitive retail electric market. The Bay Village Aggregation Program combines the electric loads of residential customers to form a buying group ("Aggregation Group"). The City of Bay Village will act as Purchasing Agent for the Aggregation Group. This means that Bay Village will be a Governmental Aggregator, as defined by Ohio law and the rules established by the PUCO, and shall act on behalf of Cleveland Electric Illuminating Company (CEI) customers in the City to obtain the best electric generation rate for consumers who participate in the Aggregation Group.

II. PROCESS

On May 4, 2010, Bay Village voters approved the development of a form of Government electric aggregation known as "opt-out" aggregation. Under the opt-out program all CEI residential and business customers in the City are automatically included as participants in the program unless they opt-out of the program by providing written notice of their intention not to participate. As required by state law, City Council passed an Ordinance, which authorized submitting the selection of opt-out aggregation to the City’s voters.

In addition to obtaining necessary City Council approvals, the City is also required to comply with various PUCO regulations. The City will file an application with the PUCO for
certification as a Government Aggregator as soon as the City Council approves the plan, on or about November 8, 2010. As required by the regulations, the City developed this Aggregation Plan of Operation and Governance ("Plan"). On October 13, 2010 and October 20, 2010 the City advertised the Public hearing dates to discuss the Plan in the West Life. As required by the PUCO’s regulations, two hearings were conducted on October 21, 2010. The Opt-out notice for the City’s Program will be sent to all eligible electric customers in the City upon approval of this Plan, setting forth the rates, terms and conditions of the program, and giving 21 days to opt out of the Program.

By vote of the City Council of Bay Village on November 8, 2010 the City selected FirstEnergy Solutions, Inc. (FES), a subsidiary of FirstEnergy Corp., as its best competitive Retail Electric Generation Provider, to provide the electric power for the Bay Village Aggregation Program at this time by issuing RFP. Under this program, Cleveland Electric Illuminating Company (CEI) will still deliver the electricity purchased from the City’s provider, FES, to customers, customers will receive only one bill (from CEI), and all metering, repairs and emergency service will continue to be provided by CEI.

III. DEFINITIONS

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

“Aggregation Program,” means the program developed by the City of Bay Village, as a Government Aggregator under Section 4928.20 Ohio Revised Code, to provide CEI customers in the City with retail electric generation services.

“Government Aggregator” means the City and its legislative authority acting as an aggregator for the provision of a competitive retail electric service under the authority conferred under Section 4928.20 of the Ohio Revised Code.

“Member” means a person enrolled in the Bay Village government Aggregation Group for competitive retail electric services.

“Retail Electric Generation Provider” ("Provider") means an entity certified by the Public Utilities Commission of Ohio ("PUCO") to provide competitive retail electric service(s), and which is chosen by the City to be the entity responsible to provide the required service related to “Government Aggregation” as defined in Section 4928.20 of the Ohio Revised Code and applicable provisions of the rules of the PUCO.

“Competitive Retail Electric Service” ("CRES") means a component of electric retail service that is deemed competitive pursuant to the Ohio Revised Code or pursuant to an order of the PUCO.

IV. OPERATIONAL PLAN:
A. Aggregation Services

1. Provider: Bay Village will use a contractor ("Retail Electric Generation Provider") to perform and manage aggregation services for its Members. The City has selected AES to be its Provider at this time. The Provider shall provide adequate, accurate, and understandable pricing terms and conditions of service, including any switching fees and the conditions under which a Member may rescind a contract without penalty. The Provider must provide the City, if requested, an electronic file containing the Members usage, and charges. The Provider must have a local Akron phone number or a toll free number for Members to call.

2. Database: The Retail Electric Generation Provider will build and maintain a database of all Members. The database will include the name, address, Cleveland Electric Illuminating Company account number, 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 at least quarterly. Accordingly, the Retail Electric Generation Provider will develop a process to be implemented that will be able to accommodate at a minimum Members who (i) leave the program due to relocation, opting out, etc. (ii) decide to enter the Program; (iii) relocate within the City, and (iv) move into the City and desire to enter the Program. This database shall also be capable of eliminating PIPP customers from the Program, should that be necessary, and those who have opted out. The Retail Electric Generation Provider will use this database to perform bill audits for clerical and mathematical accuracy of Member bills.

3. Member Education: The Retail Electric Generation Provider will develop, with the assistance of the City, an educational program that generally explains the Aggregation Program to Members, provides updates and disclosures mandated by Ohio law and PUCO rules, and implements a process to deal with allowing any person enrolled in the Aggregation Program the opportunity to opt out of the program at least every three years, without paying a switching fee to the City or the Provider. See Appendix A for a detailed description of the Education Process.

4. Customer Service: The Retail Electric Generation Provider will develop and administer a customer service process, that at a minimum will be able to accommodate (i) Member inquiries and complaints about billing; and (ii) answer questions regarding the program in general. This process will include at a minimum a description of how telephone inquiries will be handled, either internally or externally, how invoices will be prepared, how remittance of payment will be dealt with, and how collections for delinquent accounts will be addressed. See Appendix B for a detailed description of the Customer Service Plan.
6.5. Billing: Bay Village will use the Retail Electric Generation Provider, or its’ designated agent, to provide billing services to each Member for the Competitive Retail Electric Services, with no additional administrative fee. At this time, Cleveland Electric Illuminating Company (CEI) will render the billing statement, which should be consistent with all applicable guidelines issued by the PUCO. As this market develops, Bay Village may, at its option and in consultation with the Provider, change this function to the Retail Electric Generation Provider or a billing agency.

7.6. Compliance Process: The Retail Electric Generation Provider will develop internal controls and processes to ensure that the City remains in good standing as a Government Aggregator that complies with all laws, rules and regulations surrounding the same, as they may be amended from time to time. It will be the Retail Electric Generation Provider’s responsibility to deliver periodic reports that will include at a minimum (i) the number of Members participating in the Program; and (ii) a savings estimate or increase from the previous year’s baseline. The Retail Electric Generation Provider will also develop a process to monitor and provide notification of any changes in laws, rules or regulations.

8.7. Notification to Cleveland Electric Illuminating Company: The City’s CEI consumers that do not opt-out of the City’s Aggregation Group will be enrolled automatically in the Aggregation Program. Participants in the City’s Aggregation Group will not be asked to take other affirmative steps in order to be included in the Group. To the extent that CEI requires notification of participation, the City will coordinate with its Provider to provide such notice to CEI. The Provider will inform CEI of any individuals who may have been permitted to join the Aggregation Group after the expiration of the enrollment period.

B. Power Supply Agreement

The Power Supply Agreement will provide for the Provider to serve the City’s Government Aggregation Group. Under the Agreement, the term for power supply to Members will be for nine years from the beginning of service determined by the RFP process.

C. Bay Village’s Retail Electric Generation Provider - FirstEnergy Solutions, Inc. (FES)

FES satisfies The selected Provider must satisfy each of the following requirements:

- Has sufficient sources of power to provide retail firm power to the residents of Bay Village.
- Is certified as a CRES by the PUCO.
- Is registered as a generation supplier with CEI.
• Has a Service Agreement for Network Integration Transmission Service under FirstEnergy's Open Access Transmission Tariff.
• Has a Service Agreement under FirstEnergy's Market-based Rate Tariff.
• Has entered into all agreements or other similar arrangements (e.g. tariffs) with all necessary entities so as to be capable of providing the services contemplated herein.
• Has the corporate structure to sell retail firm power to the CEI customers in the City.
• Its Electronic Data Interchange computer network is fully functional and capable of handling the CEI retail electric customers in Bay Village.
• Has the marketing ability to reach all CEI retail electric customers to educate them on the City’s Aggregation Program.
• Has a call center capable of handling the City’s Aggregation Group customer calls.
• Has a toll-free number as required by the PUCO for customer service and complaints related to the City’s aggregation program.
• Will hold the City financially harmless from any financial obligations arising from supplying power to the CEI retail electric customers in the City.
• Satisfies the State of Ohio's, FirstEnergy's and the City's credit requirements.
• Will execute the Power Supply Agreement.
• Will assist the City in filing the annual reports required by the PUCO and Section 4805.10(A), Section 4911.18(A) and Section 4928.06(F) of the Ohio Revised Code.
• Will assist the City in developing a Consumer Education Plan.

D. Activation of Service

After a notice is sent out to all electric customers in the City providing 21 days to opt out of the Program, all customers who do not opt out will be automatically enrolled in the Program. Generation service activation will occur thereafter without consumer action beginning on the customer’s normal meter read date within the month when power deliveries begin under the Aggregation Program.

E. Changes, Extension or Renewal of Service

The current Agreement for power supply service with FES will provide service for nine years beginning upon activation of service the term agreed upon following the RFP process. If the Agreement is extended or renewed, Members will be notified as required by law and the rules of the PUCO as to any change in rates or service conditions. At least every three years all CEI customers in the City will be given an opportunity to opt into or out of the Program, and reasonable notice will be provided as required by law and PUCO rules. Participants will also be notified of their right to select an alternate generation supplier and of their ability to return to CEI’s Standard Service Offer.
F. Termination of Service

In the event that the Power Supply Agreement is terminated prior to the end of the term, each individual Member of the Aggregation Group will receive written notification of the termination of the Program at least sixty (60) days prior to termination of service. If the Agreement is not extended or renewed, Members will be notified as required by law and the CRES rules of the PUCO in advance of the end of service. Members will also be notified of their right to select an alternate generation supplier and of their ability to return to CEI’s Standard Service Offer upon termination.

G. Opt-In Procedures

CEI customers will be automatically enrolled in the Program after a 21 day opt out period, unless they return the form to be provided, notifying the Provider that they do not want to participate. CEI consumers in the City may request to join the Aggregation Group after the expiration of the enrollment period by contacting the Provider, who shall determine whether to accept them into the Program, and at what rate, subject to written policies mutually agreed upon by the City and the Provider. The agreed upon policy shall be consistent with CEI’s service activation requirements. Aggregation Group participants who move from one location to another within the corporate limits of the City shall retain their participant status.

H. Opt-out Procedures

CEI consumers may opt-out of the City's Aggregation Group at any time during the opt-out period without additional fees charged by the Provider or the City. Aggregation Group participants who switch to a different generation supplier after the expiration of the opt-out period will be allowed to do so in correlation with the consumer's next scheduled meter read date but will be charged a $25.00 may be charged a switching fee to be billed on their final bill from the Provider. 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. Consumers who opt-out of the Aggregation Group will default to CEI’s Standard Service Offer, until the consumer selects an alternate generation supplier.

I. Rates

The City will seek proposal from PUCO-certified Retail Electric Generation Providers. The RFP shall require the suppliers to offer a generation charge for firm, full-requirements supply. The selected Provider may provide a fixed price per KWh or “percent-off” pricing structure by customer-rate classification or customer class. The prices to be charged to
consumers will be set through a formal bid process in which the City of Bay Village will select a qualified supplier. Consumers will be notified of the rates and terms of the Program through a direct mailing sent to each eligible resident and business within the City limits. An opt-out notification will be sent to all eligible residents and business in accordance with PUCO guidelines.

J. **Universal Service and Low Income Customer Assistance**

The Ohio Department of Development (ODOD), under the electric restructuring law, will provide one-stop shopping for low-income assistance programs. There are five low-income assistance programs: 1) Percentage of Income Payment Plan (PIPP); 2) the Home Energy Assistance Program; 3) the Home Weatherization Assistance Program; 4) the Ohio Energy Credit Program; and 5) the Targeted Energy Efficiency and Weatherization Program. Ohio law allows the Director of the Ohio Department of Development to aggregate consumers that participate in PIPP and to competitively auction the generation supply for PIPP customers. Accordingly, PIPP customers may be included in the State’s PIPP customer aggregation. To the extent permitted by Ohio law and the PUCO, PIPP customers will be included in the City’s aggregation unless they choose to opt out.

V. **MISCELLANEOUS GOVERNANCE GUIDELINES**

A. City Council shall approve through Resolution or Ordinance the Plan of Operation and Governance for the Aggregation program and any Amendments thereto.

B. The City shall contract with only Retail Electric Generation Providers certified by the Public Utilities Commission of Ohio for the provision of Competitive Retail Electric Service to the Aggregation Program Members.

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

D. The City will require the Provider to maintain either a toll free telephone number, or a telephone number that is local to City residents who are Members.

VI. **LIABILITY**

**THE CITY SHALL NOT BE LIABLE TO PARTICIPANTS IN THE AGGREGATION GROUP FOR ANY CLAIMS, HOWEVER STYLED, ARISING OUT OF THE AGGREGATION PROGRAM OR THE PROVISION OF AGGREGATION SERVICES BY THE CITY OR THE PROVIDER. PARTICIPANTS IN THE AGGREGATION GROUP SHALL ASSERT ANY SUCH CLAIMS SOLELY AGAINST THE PROVIDER PURSUANT TO THE POWER SUPPLY AGREEMENT, UNDER WHICH SUCH PARTICIPANTS ARE EXPRESS THIRD-PARTY BENEFICIARIES.**
VII. INFORMATION AND COMPLAINT NUMBERS

Copies of this Plan are available from the City of Bay Village free of charge. Call the Bay Village City Hall at 440-871-2200 for a copy or for more information.

Any electric customer, including any participant in the City’s Aggregation Program, may contact the Public Utilities Commission of Ohio (PUCO) for information, or to make a complaint against the Program, the Provider or CEI. The PUCO may be reached toll free at 1-800-686-7826.
Appendix A - Education Process

The Provider will develop the educational program in conjunction with the City. Its purpose will be to explain the aggregation program to its members, provide updates and disclosures as mandated by State law and the rules of the PUCO, and provide the opportunity for the members to opt out of the program. The following are the program components:

1. Each residence within the limits of the City will receive via U.S. Mail notification of: what government aggregation means, their membership in the government aggregation program, the procedure which must be followed in order to opt out of the program, the price that they can expect to receive as a member of the program, and the deadline for returning the opt out form. See the attached letter.

2. The Provider will work with the City to provide opportunities for educating residents in the City about the Program and consumer rights under the law, PUCO rules and this Program. In addition, the Provider and City will work to provide education about and other opportunities for energy efficiency measures to help consumers reduce energy consumption.

3. The Provider will provide updates and disclosures as mandated by State law and rules of the PUCO.

4. The opt-out opportunity will be provided to the members of the program at least every three years. Should conditions, suppliers, price, or any other component of the program change within the three-year period, participants will be given a notice of their opportunity to opt out of, or into the program.
Month ______ day__, 20__

Dear City of Bay Village Resident,

City of Bay Village is providing you the opportunity to join other residents to save money on the electricity you use. Savings are possible through governmental aggregation, where City 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. City of Bay Village voters approved this program in May 2010.

After researching competitive electricity pricing options for you, we have chosen FirstEnergy Solutions Corp., a subsidiary of FirstEnergy Corp., the best competitive provider, to provide you with savings on your electric generation through Month ______ day__, 20__. 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, you are guaranteed to save 6 percent off 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 multiply by 0.06 (6%) to determine your savings per KWH. Multiply that number by your total monthly usage. The final number is how much you can expect to save each month you use the same amount of electricity.

You will see your electric savings from FirstEnergy Solutions the provider after your enrollment has been completed and your switch has been finalized - approximately 30 - 45 days, depending upon your meter read date. Of course, you are not obligated to participate in the City of Bay Village’s electric governmental aggregation program. If you wish to be excluded from the program and remain a full-service customer of your local electric utility - Cleveland Electric Illuminating Company - you have until Month ______ day__, 20__ to return the attached “opt-out” form. If you do not opt out at this time, you will receive a notice at least every three years asking if you wish to remain in the program. If you leave the program at any other time, you could be subject to a $25 cancellation fee from FirstEnergy Solutions - and you might not be served under the same rates, terms and conditions that apply to other customers served by Cleveland Electric Illuminating Company.

After you become a participant in this governmental aggregation program, Cleveland Electric Illuminating Company will send you a letter confirming your selection of FirstEnergy Solutions as your electric generation provider. As required by law, this letter will inform you of your option to cancel your contract with FirstEnergy Solutions within seven days of its postmark. To remain in the City’s governmental aggregation program, you don’t need to take any action when this letter arrives.

Cleveland Electric Illuminating Company will continue to maintain the system that delivers power to your home - no new poles or wires will be built by FirstEnergy Solutions the provider. You will continue to receive a single, easy-to-read bill from your local electric utility with your FirstEnergy Solutions provider’s charges included. The only thing you’ll notice is savings.

If you have any questions, please call FirstEnergy Solutions the provider toll-free at 1-866-626-3749, Monday through Friday, 8 a.m. to 5 p.m. Please do not call the City of Bay Village with aggregation program questions.

Sincerely,

City of Bay Village

P.S. To receive these savings, you should not respond. Return the opt-out form only if you do not want to participate in the City’s electric governmental aggregation program.

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

By returning this signed form, you will be EXCLUDED from the opportunity to join with other residents in the City of Bay Village’s Electric Governmental Aggregation Program.
☐ I wish to opt out of the City of Bay Village Electric Governmental Aggregation Program. (Check box to opt out.)

Service address
(City, state and zip):______________________________________________________________

Phone number:______________________________________________________________

Account holder's signature:________________________________ Date:__________________

Mail by Month_________ Day __, 20___ to
Bay Village Electric Governmental Aggregation Program,
341 White Pond Drive, Bldg. B-3, Akron, Ohio 44320

Street ___________________________, City _____________, State _____ Zip ___________
Appendix B  ---  Customer Service Plan

A.  **Member Access:**

1. **FES-The provider** shall ensure Members reasonable access to its service representatives to make inquiries and complaints, 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:

   **FirstEnergy Solutions Corp.**  
   341 White Pond Dr., Bldg. B-3  
   Akron, Ohio 44320  
   Toll-free telephone number: 1-866-636-3749  
   Hours: M-F, 8:00 a.m.–5:00 p.m.

   Address:  
   City, State Zip:  
   Toll-free telephone number: 1-___-___-___  
   Hours:  

3. **FES-The provider** shall provide a 24-hour automated telephone message instructing callers to report any service interruptions or electrical emergencies to Cleveland Electric Illuminating Company.

B.  **Member Complaints:**

1. **FES-The provider** shall investigate Member complaints (including Member complaints referred by Cleveland Electric Illuminating Company) 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 **FES-the provider**; or
   
   b. The consumer and The Public Utilities Commission of Ohio Staff (“Commission Staff”), when a complaint is referred to **FES-the provider** by the Commission Staff.

2. If an investigation is not completed within 14 calendar days, **FES-the provider** shall provide status reports to the consumer and the City, or if applicable, to the consumer, the City 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. **FES-The provider** shall inform the consumer, the City and Commission Staff, of the results of the investigation, orally or in writing, no later than five calendar days after
completion of the investigation. The consumer, the City, or Commission Staff may request the report in writing.

4. If a residential consumer disputes the FES-provider's report, FES-the provider shall inform the consumer that the Commission Staff is available to help resolve informal complaints. FES-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. FES-The 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. FES-The provider shall make good faith efforts to resolve disputes.

C. Member Billing and Payments

1. FES-The provider shall arrange for Cleveland Electric Illuminating Company or its agent to bill Members for such services according to a tariff approved by the commission. Residential Member bills issued by or for FES-the provider shall be accurate and understandable, be rendered at intervals consistent with those of Cleveland Electric Illuminating Company, 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, FES-the provider's 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 Cleveland Electric Illuminating Company 24-hour local/toll-free 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, **FES-the provider** will, upon request, provide Members with the name and street address/location of the nearest payment center and/or authorized payment agent.

4. If applicable, when a Member pays the bill at a payment center or to an authorized payment agent, such payment shall be credited to the Member’s account as of the day such payment center or agent receives it.

5. The City and **FES-the provider** shall establish policies and procedures for handling billing disputes and requests for payment arrangements.

D. **Collections for delinquent accounts:**

1. Collections for delinquent accounts shall be the responsibility of **FES-the provider** or its agent.

2. The City shall approve the Collections process utilized by **FES-the provider**.

3. Failure of Members to pay charges for Competitive Retail Electric Services may result in loss of those products and service; and
4. Failure to pay charges for Competitive Retail Electric Services may result in cancellation of the Member's contract with the provider, and return the Member to Cleveland Electric Illuminating Company's Standard Offer.