



Chief of Docketing
Public Utilities Commission of Ohio
180 East Broad St. 13th Floor
Columbus, Ohio 43215-3793

RE: Electric Governmental Aggregator Renewal Application - Case Number 10-0960-EL-GAG

The City of Mansfield is pleased to submit its renewal application for electric governmental aggregator. The original of the city's filing is enclosed. The original application was docketed as case number 10-0960-EL-GAG.

Should you have any questions or additional needs, please call me at (330) 730-4338.

Sincerely,

Thomas M. Bellish

President

Enclosure

Buckeye Energy Brokers, Inc.

Services

Deregulated Energy

- Consulting
- Aggregation
- Procurement

Benefits

- Buying Leverage
- Risk Mitigation
- Budget Predictability
- Cost Control
- Best Combination of Term, Service & Pricing Available

Proven Expertise

- PUCO Certified
- Customized Energy Management Solutions
- Municipal Aggregation
- Governmental Procurement Programs
- Procedure Management & Procurement Consulting
- Daily Trend Analysis of Energy Markets
- Ohio Brokers Serving Ohio Clients



Public Utilities Commission

Original GAG Case Number	Version
10 - 960 -EL-GAG	August 2004

RENEWAL APPLICATION FOR ELECTRIC GOVERNMENTAL AGGREGATORS

Please print or type all required information. Identify all attachments with an exhibit label and title (Example: Exhibit A-4 Opt-Out Form). All attachments should bear the legal name of the Applicant and should be included on the electronic copy provided. Applicants should file completed applications and all related correspondence with: Public Utilities Commission of Ohio, Docketing Division, 180 East Broad Street, Columbus, OH 43215-3793.

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

A. RENEWAL INFORMATION

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

Legal Name City of Mansfield

Address 30 North Diamond Street, Mansfield, Ohio 44902

PUCO Certificate # and Date Certified 10-248E and August 9, 2018

Telephone # (419) 755-9702 Web site address (if any) www.ci.mansfield.oh.com

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

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

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

A-4 **Exhibit A-4 Automatic Aggregation Disclosure-"Opt-out Form"** provide a copy of the disclosures/"opt-out" required by Section 4928.20(D) of the Revised Code, if its aggregation program provides for automatic aggregation in accordance with Section 4928.20(A) of the Revised Code. If the opt-out is in draft form, docket the final opt-out (including beginning and ending dates of the 21-day -out period and the selected CRES supplier) with the Commission within 10 days prior to providing or offering service. See #12 in the attached Affidavit .

A-5 **Contact person for regulatory or emergency matters**

Name Thomas M. Bellish
Title President
Business address 66 East Mill Street, Akron, Ohio 44308
Telephone # (330) 730-4338 Fax # _____
E-mail address tb@buckeyeenergybrokers.com

A-6 **Contact person for Commission Staff use in investigating customer complaints**

Name Thomas M. Bellish
Title President
Business address 66 East Mill Street, Akron, Ohio 44308
Telephone # (330) 730-4338 Fax # _____
E-mail address tb@buckeyeenergybrokers.com

A-7 **Applicant's address and toll-free number for customer service and complaints**

Customer Service address 66 East Mill Street, Akron, Ohio 44308
Toll-free Telephone # (866) 302-2237 Fax # _____
E-mail address tb@buckeyeenergybrokers.com

David Remy Public Works Director
Signature of Applicant & Title

Sworn and subscribed before me this 26 day of May, 2020
Month Year

Victoria Triplett
Signature of official administering oath

Victoria Triplett
Print Name and Title

My commission expires on 1/18/21



VICTORIA TRIPLETT
Notary Public, State of Ohio
My Commission Expires
January 18, 2021

AFFIDAVIT

State of Ohio :

Mansfield ss.
(Town)

County of Richland :

David L. Remy

, Affiant, being duly sworn, affirmed according to law, deposes and says that:

He/She is the Public Works Dir (Office of Affiant) of City of Mansfield (Name of Applicant);

That he/she is authorized to and does make this affidavit for said Applicant.

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

11. The Applicant herein, attests that it will inform the Commission of any material change to the information supplied in the renewal application within 30 days of such material change, including any change in contact person for regulatory purposes or contact person for Staff use in investigating customer complaints.
12. The Applicant herein, attests that if the opt-out is in draft form, the Applicant will docket the final opt-out (including beginning and ending dates of the 21-day opt-out period and the selected CRES supplier) with the Commission within 10 days prior to providing or offering service.

That the facts above set forth are true and correct to the best of his/her knowledge, information, and belief and that he/she expects said Applicant to be able to prove the same at any hearing hereof.

David L. Smith, Public Works Director
Signature of Affiant & Title

Sworn and subscribed before me this 26 day of May, 2020
Month Year

Victoria Triplett
Signature of official administering oath

Victoria Triplett
Print Name and Title

My commission expires on 1/18/21



VICTORIA TRIPLET
Notary Public, State of Ohio
My Commission Expires
January 18, 2021

BILL #10-028 AMENDED

ORDINANCE # 10 028

BY: MR. HAZEN

Authorizing the City of Mansfield to effect a Governmental Electricity Aggregation Program with opt-out provisions pursuant to R.C. 4928.20 and the Service-Safety Director to enter into service agreements therefor, all subject to and effective upon the approval by the electors of the City of Mansfield of a ballot question thereon to be held on May 4, 2010.

WHEREAS, the Ohio Legislature has enacted electric deregulation legislation ("Am. Sub. S.B. No 3") which authorizes the legislative authorities of municipal corporation, township and counties to aggregate the retail electrical loads located within the respective jurisdictions and to enter into service agreements to facilitate for those loads the purchase and sale of electricity ("Governmental Aggregation"), and

WHEREAS, such legislative authorities may exercise such authority jointly with any other legislative authorities, and

WHEREAS, Governmental Aggregation provides an opportunity for residential and small business customers to participate collectively in the potential benefits of electricity deregulation through lower electricity rates which would not otherwise be available to those electricity customers individually, and

WHEREAS, this Council seeks to establish a Governmental Aggregation program with opt-out provisions pursuant to R.C. 4928.20 (the "Aggregation Program") for the residents, businesses and other electric consumers in the City.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE
CITY OF MANSFIELD, STATE OF OHIO:**

SECTION 1. That this Council approves said Aggregation Program to automatically aggregate, in accordance with R.C. 4928.20, the retail electric loads within the City, and the Service-Safety Director be, and he is hereby authorized to enter into service agreements to facilitate for those loads the purchase and sale of electricity, with the effective date of any such approval and service agreement(s) to be subject to and contingent upon the results of the primary election to be held on May 4, 2010 on the question of this Aggregation Program. The City may exercise such authority jointly with any other municipal corporation, township or county or other political subdivision of the State of Ohio to the full extent permitted by law. The aggregation will occur automatically for each person owning, occupying, controlling or using an electric load center proposed to be aggregated and will provide for the opt-out provision Section 2 of this Ordinance.

SECTION 2. Upon approval of a majority of electors voting at the primary election provided for in Section 2 of this Ordinance, this Council, individually or jointly with any other political subdivision, may develop a plan of operation and governance for the Aggregation Program. Before adopting such plan, this Council shall hold at least two public hearings on the plan. Before the first

hearing, notice of the hearings shall be published once a week for two consecutive weeks in a newspaper of general circulation in the City. The notice shall summarize the plan and state the date, time and place of each hearing. No plan adopted by this Council shall aggregate the electric load of any electric load center within the City unless it, in advance, clearly disclosed to the person owning, occupying, controlling, or using the load center that the person will be enrolled automatically in the Aggregation Program and will remain so enrolled unless the person affirmatively elects by a stated procedure not to be so enrolled. The disclosure shall state prominently the rates, charges, and other terms and conditions, of enrollment. The stated procedure shall allow 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. Any such person that opts out of the Aggregation Program pursuant to the state procedure shall default to the standard service offer provided under division (a) of Section 4928.35, Ohio Revised Code until the person chooses an alternative supplier.

SECTION 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council and that the deliberations of this Council and any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements including section 121.22 of the Ohio Revised Code.

SECTION 4. That by reason of the immediate necessity to support such Aggregation Program by expressing approval thereof prior to the May 4, 2010 primary election and authorizing executing any service agreements relating thereto, but all subject to the results of said election by the voters of the City of Mansfield, this measure is determined to be an emergency Ordinance for the immediate preservation of the public health, safety and welfare of the City of Mansfield and its inhabitants, and providing it receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its adoption, otherwise from and after the earliest time allowed by law, after its passage and approval by the Mayor.

PASSED 2 February, 2010

SIGNED /s/ Phillip E. Scott
President of Council

ATTEST /s/ Mary D. Heminger
Clerk of Council

APPROVED /s/ Donald R. Culliver
Mayor

APPROVED AS TO FORM: David L. Remy
Law Director
City of Mansfield, Ohio

BILL #10-029

ORDINANCE # 10-029

BY: MR. HAZEN

Submitting to the electors of the City of Mansfield, Ohio at the primary election to be held on May 4, 2010, the question of the authority to automatically aggregate the retail electric customers of said City with opt-out provisions pursuant to R.C. 4928.20, and declaring an emergency.

WHEREAS, this Council seeks to establish a Governmental Aggregation program with opt-out provisions pursuant to R.C. 4928.20 (the "Aggregation Program") for the residents, businesses and other electric consumers in the City, which statute requires that authority to so aggregate must be submitted to the electors of the City at a primary or general election, and

WHEREAS, this Council finds that it is in the best interests of the City and its residents, businesses and other electric consumers located within the corporate limits of the City to establish an Aggregation Program in the City of Mansfield.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE
CITY OF MANSFIELD, STATE OF OHIO:

SECTION 1. That it is hereby determined that the Board of Elections of Richland County, Ohio be directed to submit to the electors of the City of Mansfield, Ohio, at the primary election to be held on May 4, 2010, the following question:

Shall the City of Mansfield have the authority to aggregate the retail electric load located in the City, and for that purpose, enter into services agreements to facilitate for those loads the sale and purchase of electricity, such aggregation to occur automatically except where any person elects to opt out?

SECTION 2. That the ballots on the question of aggregation of electricity, as set forth in Section 2 hereof, for said election shall be substantially in the following form, or similar form as approved by the appropriate election authorities to express the intent and purpose hereof:

OFFICIAL QUESTION AND ISSUE BALLOT
CITY OF MANSFIELD, OHIO

A Majority Affirmative Vote is Necessary for Passage

SHALL THE CITY OF MANSFIELD HAVE THE AUTHORITY TO AGGREGATE THE RETAIL ELECTRIC LOAD LOCATED IN THE CITY, AND FOR THAT PURPOSE, ENTER INTO SERVICES AGREEMENTS TO FACILITATE FOR THOSE LOADS THE SALE AND PURCHASE OF ELECTRICITY, SUCH AGGREGATION TO OCCUR AUTOMATICALLY EXCEPT WHERE ANY PERSON ELECTS TO OPT OUT?

YES	
NO	

SECTION 3. That the Clerk of this Council is instructed to immediately file a certified copy of this Ordinance and the proposed form of the ballot question with the Richland County Board of Elections not less than seventy-five days prior to the primary election; provided, however, that the Aggregation Program shall not take effect unless approved by a majority of the electors voting upon this question at said election held pursuant to this Ordinance and R.C. 4928.20.

SECTION 4. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council and that the deliberations of this Council and any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements including section 121.22 of the Ohio Revised Code.

SECTION 5. This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City and the inhabitants thereof and for further reasons that this ordinance is required to be immediately effective in order to file a certified copy of this ordinance and proposed form of the ballot question with the Richland County Board of Elections not later than seventy-five (75) days prior to the May 4, 2010 primary election; and, provided it receives the affirmative vote of at least two-thirds (2/3) of the members elected and appointed to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise it shall take effect and be in force at the earliest period allowed by law.

PASSED 2 February, 2010

SIGNED /s/ Phillip E. Scott
President of Council

ATTEST /s/ Mary D. Heminger
Clerk of Council

APPROVED /s/ Donald R. Culliver
Mayor

APPROVED AS TO FORM: David L. Remy
Law Director
City of Mansfield, Ohio

ELECTRIC AGGREGATION PROGRAM CITY OF MANSFIELD, OHIO

PLAN OF OPERATION AND GOVERNANCE



Buckeye Energy Brokers, Inc.

For additional information contact:

Thomas M. Bellish, President
Buckeye Energy Brokers, Inc.
66 East Mill Street
Akron, Ohio 44308
Buckeyeenergybrokers.com
(330) 730-4338

Table of Contents

	<u>Page</u>
1. Purpose of Electric Aggregation Program	1
2. The Process for Municipal Aggregation	1
3. Terms and Conditions of Enrollment	
3.1. Rates	2
3.2. Charges	2
3.3. Switching Fees	2
3.4. Terms	2
3.5. Opt-Out Disclosure	3
4. Policies for Customers Moving Into/Out of the Municipality	3
5. Billing Procedures	3
6. Procedures for Handling Customer Complaints	4
7. Rights and Responsibilities of Program Members	
7.1. Universal Access to Aggregation Program	4
7.2. Dispute Resolution	4
7.3. Bill Payment	5
7.4. Leaving the Aggregation Program	5
8. Reliability of Power Supply	5
9. Supplier Qualification Selection Criteria	5
10. Funding the Aggregation Program	6
11. Maintenance and Reporting of the Aggregation Program	6
12. Professional Assistance	6

1. Purpose of Electric Aggregation Program

This aggregation plan has been developed in compliance with Ohio Revised Code, Section 4928.20 regarding governmental aggregation of electric service. The City of Mansfield ("the City") Aggregation Program ("Program") seeks to aggregate the retail electric loads of consumers located in the City to negotiate the best rates for the generation supply of electric power. It has the potential to combine residential, commercial and industrial customers into a buying pool that will be attractive to third party suppliers (Suppliers). Participation in the Program is voluntary. Any individual customer (Member) has the opportunity to decline to be a member of the aggregation program and to return to the Ohio Edison standard offer of service or to enter into a power supply contract with any competitive retail electric supplier. This Plan of Operation will not be adopted until two public hearings are held in accordance with section 4928.20 (C) of the Ohio Revised Code.

2. The Process for Municipal Aggregation

The process of governmental aggregation is set forth in Ohio Revised Code section 4928.20. The section defines opt-in aggregation that may be enacted by a governmental entity. Under the opt-out aggregation provisions, all electric consumers within the City will be automatically included in the Program. However, such customers will be given prior notice entitling them to affirmatively elect not to be part of the Program. These customers can opt-out during a 21-day period after the election. A similar opt-out period will be offered every two years during which Members can leave the City's aggregation pool without paying a switching fee.

All eligible load centers within the City will be automatically enrolled in the aggregation program. However, for commercial and industrial customers with a peak load demand of 200 kW or greater, special metering data may need to be furnished to alternate suppliers to receive a price offer. In addition, only accounts with "shoppable" rate codes, as defined by FirstEnergy Corporation may participate in the Program.

The Supplier and Ohio Edison will identify those customers in the City who have not opted out, who have not renewed their special rate contracts, who are not on the Percentage of Income Payment Plan (PIPP) and who are not on FirstEnergy's "Opt-Off Marketing List." These customers will be transferred to the Supplier selected by the City and enrolled over the period of one month. Ohio Edison shall notify each transferred customer of the transfer with its last bill for standard offer service. Service under the new Supplier shall begin at the start of the billing period following the transfer.

3. Terms and Conditions of Enrollment

3.1 Rates

The City shall receive proposals from electric suppliers using a competitive selection process. The request for proposals shall require the suppliers to offer a generation charge for each customer class, load grouping or other appropriate category that is lower than the standard offer from Ohio Edison. Members will not be switched unless a supplier can be found offering prices less than the respective member shopping credits. The prices to be charged to Members in the Program will be set by City Council after negotiations with the selected Supplier. Members were notified of the rates and terms of the Program through the local newspaper, local Cable TV Channels and the City's web site. Opt-out forms will be docketed with the PUCO 10 days prior to mailings.

3.2 Charges

FirstEnergy will continue to bill for Federal Phase I Clean Air Act Compliance, Late Payment, Electric Fuel Component and Monthly Service Fee, etc. These charges apply whether a Member switches or not. Switching generation suppliers will not result in any new charges.

3.3 Switching Fees

At the present time, FirstEnergy is requiring a per customer switching fee for those customers who voluntarily remain in a government aggregation program and are switched to an alternate Supplier. The City's Request for Proposal (RFP) was written to require the selected Supplier to pay for the group's switching fee.

3.4 Terms

The aggregation program is designed to reduce the amount consumers pay for electric energy. The City will not buy and resell the power to the participants of the program. Instead, the City will competitively bid and negotiate a contract with a competitive retail electric supplier to provide firm, all-requirements generation service to the members of the aggregation program.

Customers who meet the following criteria will become members of the aggregation program:

- Are up to date with their bill payment;
- Have not Opted-out of the program;
- Are not on the Percentage of Income Payment Plan (PIPP); and
- Have a shoppable rate code.

3.5 Opt-Out Disclosure

The City is using an Opt-out form of Governmental Aggregation pursuant to section 4928.20 of the Ohio Revised Code. The City will disclose to the person owning,

occupying or using the load center that the person will be enrolled automatically in the aggregation program and will remain so enrolled unless the person affirmatively elects by the following procedure not to be so enrolled. Any such person that opts out of the aggregation program pursuant to stated procedure shall default to the standard service offer provided by FirstEnergy until the person chooses an alternative supplier.

Procedure:

1. The City distributed the Opt-Out Form (refer to Exhibit A-4 “Automatic Aggregation Disclosure”);
2. Recipients have 21 days to notify the City; and
3. The City will exclude those opting out from the Program.
4. Customers will receive written notification from FirstEnergy Corp. stating that they are about to be switched and have 7 days if they wish to rescind the contract.

4. Policies for Customers Moving Into/Out of the Municipality

Members who have left the Program, or who have moved into the City, may contact the City or its Supplier at any time to obtain enrollment information. There is however, no guarantee that customers opting-in at a later date will receive the same price, terms and conditions as did the initial participants. Suppliers are unable to hold price offerings for an unlimited amount of time, and if the City asks for such a requirement, the price offering received from suppliers will be higher to reflect the greater risk.

Customers may opt out of the Program at no charge within a 21-day period following passage of the ballot. Two public hearings will be held shortly after the ballot to discuss the plan of operation and the process for opting-out. Customers who provide the required opt-out notice will remain customers of Ohio Edison until such time as they select a different generation provider. A similar period in which customers can opt-out of the Program without charge will be offered every two years.

5. Billing Procedures

The City will utilize the coordinated billing services of FirstEnergy and the selected Supplier. We anticipate residential customers will receive a single bill from FirstEnergy that itemizes among other things, the cost of generation provided by the selected supplier. In some instances, dual billing will be used for commercial and industrial group members. In these instances, one bill will be sent from the Supplier and one will be sent from FirstEnergy for their respective services.

6. Procedures for Handling Customer Complaints

Members will have multiple means of addressing complaints. As a general rule, concerns regarding service reliability should be directed to Ohio Edison or CEI as appropriate, questions regarding the Program administration should go to the City, and any unresolved disputes should

be directed to the Public Utilities Commission of Ohio and/or The Ohio Consumers Council. Listed below is a table of toll-free numbers for members to call for assistance.

Nature of Complaint	Contact	Phone Number
Power interruptions or outages	Ohio Edison/CEI	1-800-633-4766/1-800-589-3101
Power turn on/off	Ohio Edison/CEI	1-800-633-4766/1-800-589-3101
Billing disputes	Ohio Edison/CEI	1-800-633-4766/1-800-589-3101
Joining/Leaving Program	Supplier	
Program Regulatory Questions	Buckeye Energy Brokers	1-866-302-2237
Unresolved Disputes	Public Utilities Commission	1-800-686-7826
Unresolved Disputes	Ohio Consumers Council	1-877-742-5622

7. Rights and Responsibilities of Program Members

7.1 Universal Access to Aggregation Program

"Universal access" is a term derived from the traditional regulated utility environment in which all customers desiring service receive that service. For the purposes of this Program this will mean that all existing customers within the City borders shall be eligible for service from the contracted supplier under the terms and conditions of the supply contract. It is a goal of the Program to provide the basis for aggregation of all Members on a non-discriminatory basis.

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

Existing customers in the City currently receiving electric power through an Affinity Group offer or other similar mechanism will become members of the Program. Those members wishing to rejoin their group will need to Opt-out of the Program. Residents who are currently PIPP customers are not eligible to become Program Members.

7.2 Dispute Resolution

Members should make all efforts to address complaints or concerns in accordance with the guidance provided in section 6.0 "Procedures for Handling Customer Complaints" of this plan. If Members are unable to resolve their concerns through these channels, they may contact the Public Utilities Commission of Ohio (1-800-686-7826) or the Ohio Consumers Council (1-877-742-5622) for additional assistance.

7.3 Bill Payment

Members are required to remit and comply with the payment terms of FirstEnergy and/or their supplier if dual billing is used. This Program will not be responsible for late or no payment on the part of any of its members. Collection and credit procedures remain the responsibility of FirstEnergy, the selected Supplier and the individual Member.

7.4 Leaving the Aggregation Program

Members who wish to opt-out of the program may do so:

1. During the program's initial 21-day opt-out period;
2. Every two years without paying a switching fee; and
3. At any other time, but may be required to pay a switching fee

8. Reliability of Power Supply

The Program will only effect the generation source of power. Ohio Edison will continue to deliver power through their transmission and distribution systems. Responsibility for maintaining system reliability continues to rest with the local utility. If Members have service reliability problems they should contact Ohio Edison for repairs. The PUCO has established "Minimum Reliability Standards" for all utilities operating distribution systems in Ohio. Customer outages, duration of outages, interruptions, etc., will be monitored to ensure reliability remains at satisfactory levels.

In addition to maintaining the "wires" system, Ohio Edison is required to be the "Provider of Last Resort." This means, should the selected supplier fail for any reason to deliver any or all of the electricity needed to serve the Members needs, Ohio Edison will immediately provide for the shortfall. Ohio Edison would then bill the supplier for the power provided on their behalf. The Members would incur no additional cost.

9. Supplier Qualification Selection Criteria

Only Suppliers meeting strict criteria will be considered. The selected Supplier will need own generating facilities or be directly affiliated with a utility that does. Suppliers will need to be certified by the Public Utilities Commission of Ohio and registered with FirstEnergy Corporation to do business in their service territory. Both the certification and registration ensure that Suppliers are managerially, technically, and financially competent to perform the services they offer.

The successful bidder shall also demonstrate its creditworthiness by possessing an investment grade long-term bond ratings from at least two of the following rating agencies:

Standard & Poors	BBB or Higher
Moody's Investors' Services	Baa3 or Higher

10. Funding the Aggregation Program

The primary expenses of the Program are expected to be publication of notices, written notification to customers, switching fees due to Ohio Edison, regulatory fees and registration with the Public Utilities Commission of Ohio. Except, possibly, for the initial notification of customers, these expenses and administrative fees will be the responsibility of the selected Supplier.

11. Maintenance and Reporting of the Aggregation Program

The City will rely on its consultant Buckeye Energy Brokers, Inc. to monitor and report on a

quarterly basis. Buckeye Energy will track the performance of the selected Supplier, report on estimated savings and provide an analysis of current and future market conditions. Reports will be provided to the City Council. Members wishing to view the reports should make arrangements to do so by contacting the City Administration during normal working hours.

12. Professional Assistance

Due to the complexity of deregulation of the electric utility industry, the City will consult with and obtain the necessary expertise to represent and administer the Program. The City has contracted with Buckeye Energy Brokers, Inc. to provide energy consulting services.

Exhibit A-4 “Automatic Aggregation Disclosure”

The Opt-out Notice will be drafted in conjunction with the City of Mansfield, the selected Program Supplier and Buckeye Energy Brokers. Buckeye Energy Brokers will also verify the accuracy of the list by using several means, such as, maps, City of Mansfield records, electric service lists, etc. Members will have a 21-day period to opt-out by returning a post card to the selected supplier or calling their toll-free number.

The City of Mansfield will provide a letter to the supplier authorizing the supplier to obtain the list of Eligible Customers from the Local Utility and will be relying on the Local Utility to provide an accurate list of eligible customers. Buckeye Energy Brokers and the selected Program Supplier will use that list and remove customer records that have returned opt-out forms or are PIPP customers or have non-“shoppable” rate codes. This data would be the final basis for the City of Mansfield’s pool of customers and would be turned over to the selected Program Supplier to facilitate switching.

The Local Utility shall notify each affected Member of the pending transfer through a 7-day right of rescission letter. Service under the new Program Supplier shall begin at the start of the billing period following the transfer. Service under the Program shall include all customer classes in adherence with universal service principles and requirements, and the traditional non-discriminatory practices of local government. Contracts with all Suppliers shall contain provisions to maintain these principles and equitable treatment of all customer classes.

Customers who meet the following criteria will become members of the aggregation program:

- Are up to date with their bill payment;
- Have not opted-out of the program;
- Have generation and distribution service with the Local Utility;
- Are offered pricing for their rate code;
- Have less than 300kW peak demand in last 12 months;
- Have a “shoppable” rate code defined by the Local Utility;
- Have not exercised their right of rescission;
- Are not on the Percentage of Income Payment Plan (PIPP); and
- New Members may opt-in to the Program upon contract expiration with an alternate supplier. These Members will need to contact the Program Supplier for enrollment information. The Program Supplier has a right of refusal in accordance with Section 8 of this plan.

A draft Opt-out Notice is shown on the next page. The final Opt-out Notice will include the items enumerated in Administrative Code 4901:1-21-17 Opt-out Disclosure Requirements as shown in Exhibit A-4.



<FULLNAME>
<MAILING ADDRESS_1>
<MAILING ADDRESS_2>
<CITY>, <ST> <ZIP+4>

Welcome to the
City of Mansfield
Electric Aggregation Program

Hi <Contact_First_NM>.

November 14, 2019

We are pleased to let you know that your community of the City of Mansfield has chosen Dynegy to be the preferred electricity supplier for you and your neighbors through its Electric Aggregation Program. In May 2010, your community gave the City Council the authority to negotiate the most favorable electricity supply rate and terms for you. We are very proud to have been chosen to serve you!

Here's What You Can Expect

- The program is simple! You're automatically enrolled and there's no enrollment, switching or early termination fee.
- You'll receive a guaranteed, fixed rate of 4.915¢ per kWh through your July 2022 meter read.
- Nothing will change! Continue to receive one monthly bill from your local utility, Ohio Edison. You'll notice that Dynegy will now show as a line item for the supply portion on your bill.
- Ohio Edison will send you a confirmation letter after your enrollment is finalized.

Secure Rate

+

**Satisfaction
Guaranteed**

+

**Trusted by
Millions**

Don't want to participate?

Just complete and return the reply card below or call Dynegy at 888-682-2170 by December 5, 2019. If you choose to opt out of the program at this time, or if you choose to leave the program at a later date, you will be served by Ohio Edison under its standard service offer or until you choose an alternative supplier of electric service. If you switch back to your utility, you may not be served under the same rates, terms, and conditions that apply to other customers served by your utility.

To learn more about the program, please see the enclosed terms and conditions or visit
<https://www.dynegy.com/municipal-aggregation/communities-we-serve/Ohio/Mansfield>.

With much appreciation,
City of Mansfield & Dynegy

See Reverse for Frequently Asked Questions

Community: City of Mansfield

☐

I do not wish to take advantage of the favorable rate negotiated through City of Mansfield Electric Aggregation Program. By checking this box, I understand that my electricity account will not be included in the program.

This opt-out card must be post marked by **December 5, 2019** and mailed to Dynegy, PO Box 650764 Dallas, Texas, 75265-0764

Customer Name _____ Customer Number <<Customer Number>>

Service Address _____

Service Address _____

Signature _____ Date _____



City of Mansfield Electric Aggregation Frequently Asked Questions

ABOUT THE PROGRAM

What is an Electric Aggregation Program?

Aggregation is an opportunity for cities, townships and counties to negotiate competitive electric supply prices and provide budget stability for their residents and small businesses.

First, residents must vote to give their city officials the ability to negotiate electric prices for their community. Once a referendum is passed, cities are able to aggregate and elected officials can work with alternative energy suppliers to negotiate competitive electric prices.

In 2010, Mansfield voters authorized the City to form an aggregation program.

How can I get more information about the City of Mansfield Aggregation

<https://www.dynegy.com/municipal-aggregation/communities-we-serve/Ohio/Mansfield>

How was Dynegy chosen as the supplier?

The City of Mansfield implemented a formal process where proposals from multiple suppliers were submitted for consideration. Dynegy was ultimately selected by the City.

ELIGIBILITY AND ENROLLMENT

Who is eligible to participate?

Residential and small business customers located in the City of Mansfield may participate. Customers enrolled in PIPP (Percentage of Income Plan) are not eligible. If you are served by an alternative retail supplier you will not be included in the initial program; however, you can call to be enrolled.

How do I enroll?

It's simple. It's automatic. Unless you "opt-out" of the program, all eligible customer accounts within the City of Mansfield boundaries will be enrolled in the program as long as they are not participating in one of the programs mentioned above. You will receive a "switch" letter from Ohio Edison, confirming your enrollment.

Do I have to participate in the program?

All eligible Ohio Edison customers within the City of Mansfield will receive an opt-out notification letter via U.S. mail. You may "opt-out" by returning the Opt-Out card by the deadline date identified in your notification. If you choose to opt-out, your account remains with Ohio Edison at their current utility rate.

If I don't want to be a part of the program, why do I have to opt-out?

The voters authorized the City of Mansfield to develop an aggregation program where each resident and small business is automatically enrolled. Therefore, if you prefer not to participate, you must opt out of the program.

What if I decide to opt-out after the deadline?

You may opt out at any time by notifying us via telephone, email, or mail. There is no cancellation fee.

RATE AND TERM INFORMATION

What are the Rates & Terms for this Program?

The price for electricity will be 4.915¢ per kWh and will remain the same through your July 2022 meter read date. Customers who are enrolled in the program should see the changes on their monthly electric bill 45 to 60 days after enrollment.

What if Ohio Edison's rates decrease?

If at any time during the term of this Agreement Ohio Edison's rates fall lower than the Dynegy price, you will have the option to return to the utility without penalty.

What happens at the end of the Agreement term?

At the end of the Agreement term, as defined in the Terms and Conditions you have the option of staying with a new City of Mansfield Aggregation program, returning to Ohio Edison, or signing with a new supplier independent of the City's Aggregation program.

BILLING AND SERVICE

Who will bill me for electricity? Will I get two bills?

You will continue to receive one monthly bill from Ohio Edison. The bill will include the charges for electricity supplied by Dynegy, as well as the delivery service charges from Ohio Edison.

Can I still have my payment automatically deducted from my checking account?

Yes, how you pay your bill will not change.

Can I stay on budget billing?

Yes, your budget billing will not be affected by your participation in this program.

Who is responsible for the delivery of power to my home or business?

Ohio Edison will continue to deliver your electricity and will be responsible for maintaining the system that delivers power into your home. As your energy delivery company, they will continue to respond around-the-clock to outages, service calls and emergencies regardless of your electric supplier.

Who do I call to report a power outage or problems with my electric service?

You will continue to call Ohio Edison at 800.543.5599 for power outages, problems with your service or questions regarding your monthly bill.

Who do I call if I have questions regarding the City of Mansfield Electricity Aggregation Program?

Dynegy at 888-682-2170 or
DynegyCustomerService@Dynegy.com

Dynegy Energy Services (East), LLC
Residential and Small Commercial Electric Supply Agreement Terms and Conditions

1. Purchase of Electricity – Dynegy Energy Services (East), LLC (DES) agrees to sell, and you (Customer) agree to buy, all retail electricity at the price and on the terms and conditions specified in this Agreement. Customer's electric utility remains responsible for the delivery of electricity to the Customer.

2. Residential or Small Commercial Service – Customer acknowledges this Agreement is for electricity for residential or small commercial use only.

3. Price and Initial Term – The price for electricity (Price) will be 4.915¢ per kWh through your July 2022 meter read date (Initial Term). Electricity service under this Agreement will begin with the next available meter read date after DES and Customer's electric utility process Customer's enrollment. In addition to delivering electricity, Customer's electric utility will continue to read Customer's meter, bill the Customer and respond to any outages. If Customer switches back to Customer's electric utility for any reason, Customer may or may not be served under the same rates, terms, and conditions that apply to other customers served by the electric utility. The Price includes broker fees, but does not include any applicable taxes, fees or charges related to distribution service from the Customer's electric utility. If DES wishes to lower the Price due to a change in market conditions, DES may do so without Customer's consent provided there are no other changes to the terms and conditions of this Agreement.

4. Length of Contract – As a part of your community's program, your service from DES will commence with your next available meter reading after processing of enrollment by your electric utility, and will continue for the term as specified in the opt-out notification, ending on your meter read for the last month of service.

5. Billing and Payment – The charges for electricity provided by DES will appear on Customer's monthly bill from Customer's electric utility, and is due and payable to Customer's electric utility on the same day the electric utility's bill is due. Customer will incur additional service and delivery charges from the Customer's electric utility. Customer should continue to follow any bill payment procedures between Customer and Customer's electric utility. Customer agrees to accept the measurements as determined by Customer's electric utility for purposes of accounting for the amount of electricity provided by DES under this Agreement. The customer may contact the Customer's electric utility to enroll in the utility budget billing program, if applicable. Customer has the right to request from DES, twice within a twelve-month period without charge, up to twenty-four months of the Customer's payment history. The failure to pay electric utility charges may result in Customer being disconnected from service in accordance with the Customer's electric utility tariff.

6. Customer Cancellation or Termination of the Agreement – Customer's electric utility will send Customer a notice confirming the switch to DES for electricity. **CUSTOMER MAY CANCEL THIS AGREEMENT WITHOUT PENALTY WITHIN SEVEN (7) CALENDAR DAYS OF THE POSTMARK ON THE ELECTRIC UTILITY'S CONFIRMATION NOTICE OF THE SWITCH TO DES BY CONTACTING CUSTOMER'S ELECTRIC UTILITY BY TELEPHONE OR IN WRITING IN ACCORDANCE WITH THE CANCELLATION INSTRUCTIONS ON THAT NOTICE.** After the seven-day cancellation period, Customer must contact DES to terminate this Agreement. There is no fee for early termination during any renewal term. Customer may terminate this Agreement without penalty if Customer moves outside of DES's service area or into an area where DES charges a different price for electricity.

7. DES Termination of the Agreement – DES may terminate this Agreement by giving Customer written notice of at least 14 calendar days if the Customer fails to make any payments under this Agreement or fails to meet any agreed-upon payment arrangements. DES may also terminate this Agreement by giving Customer written notice if any Force Majeure Event (See Section 13 of this Agreement), as defined below, physically prevents or legally prohibits DES from performing under the terms of this Agreement. Upon termination of this Agreement, Customer will return to Customer's electric utility for electricity unless Customer has selected another Competitive Retail Electric Service (CRES) provider. The effective date of any termination by Customer or DES will be the next available meter read date after expiration of any required notice period and processing by the electric utility and DES of the return of the Customer to the electric utility. Upon termination by any party for any reason, Customer will remain responsible for all charges for electricity through the date of termination.

8. Environmental Disclosure – This Agreement incorporates the information provided to Customer or made available to Customer at DES's website (DynegyOhio.com) regarding the approximate generation resource mix and environmental characteristics of electricity supply.

9. Assignment – DES may assign, subcontract or delegate all or any part of DES's rights and/or obligations under this Agreement without consent from Customer. Customer shall not assign its rights and/or obligations under this Agreement without the prior written consent of DES.

10. Customer Information – Customer authorizes DES to obtain any information from Customer's electric utility necessary for DES to perform this Agreement, including Customer's account name, account number, billing address, service address, telephone number, standard offer service type, meter readings, when charges hereunder are included on the electric utility's bill, and Customer's billing and payment information from Customer's electric utility. DES is prohibited from disclosing Customer's social security number and/or account number(s) without Customer's consent except for DES's own collections and credit reporting, participation in programs funded by the universal service fund pursuant to section 4928.52 of the Revised Code, or assigning a customer contract to another CRES provider.

11. Dispute Resolution – If Customer has a billing or other dispute involving this Agreement, Customer may contact DES at the telephone number, e-mail address or mailing address listed below. If your complaint is not resolved after you have called your electric supplier and/or your electric utility, or for general utility

Dynegy Energy Services (East), LLC
Residential and Small Commercial Electric Supply Agreement Terms and Conditions

information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio consumers' counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.pickocc.org>.

12. Limitation of Liability – Customer agrees that neither DES nor any of its employees, affiliates, agents, or subcontractors (collectively, DES Parties) will be liable for any damages or claims for matters within the control of Customer's electric utility or the regional transmission organization controlled electricity grid. The DES Parties will not be responsible for any failure to commence or terminate power and energy service on the date specified herein due to any failure or delay in enrolling Customer with Customer's electric utility. The DES Parties' liability will be limited to direct actual damages only. In no event will the DES Parties be liable for any punitive, incidental, consequential, exemplary, indirect, attorney's fees, third-party claims or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from any breach or nonperformance of this Agreement.

13. Force Majeure – If a Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement (the "Claiming Party") and gives notice and details of to the other Party as soon as practicable, then the Claiming Party shall be excused from the performance of its obligations under this Agreement (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). The Claiming Party shall remedy the Force Majeure with all reasonable dispatch. During the period excused by Force Majeure, the non-Claiming Party shall not be required to perform its obligations under this Agreement. "Force Majeure" shall mean an event or circumstance which prevents the Claiming Party from performing its obligations or causes delay in the Claiming Party's performance under this Agreement, which event or circumstance was not anticipated as of the date this Agreement was agreed to, which is not within the reasonable control of, or the result of the negligence of, the Claiming Party, and which, by the exercise of due diligence or use of good utility practice, as defined in the applicable transmission tariff, the Claiming Party is unable to overcome or avoid or cause to be avoided, such as, but not limited to, acts of God; fire; flood; earthquake; war; riots; strikes, walkouts, lockouts and other labor disputes that affect Customer or DES. Force Majeure shall not be based on 1) Customer's inability to economically use the electricity purchased hereunder; or 2) Supplier's ability to sell the electricity at a price greater than the price under this Agreement.

14. REGULATORY OUT – Changes to laws, regulations, rules, decisions, entries, findings, or orders governing the generation, transmission, or sale of electricity may be made by different entities, including state agencies and regulatory bodies such as the Public Utilities Commission of Ohio (PUCO), federal agencies and regulatory bodies such as the Federal Energy Regulatory Commission (FERC), and Regional Transmission Organizations (RTO) that operate multi-state regional electric transmission systems such as PJM Interconnection LLC (PJM), the RTO that operates the regional electric transmission system in a multi-state region that includes Ohio. Such changes may include, without limitation, new, revised, altered, amended, or reinterpreted laws, regulations, rules, decisions, entries, findings, or orders relating to (i) the generation of electricity, (ii) the availability and reliability of electricity supply resources (including, without limitation, capacity), (iii) the reliability of the electricity grid, (iv) the transmission or delivery of electricity, and (v) the sale or marketing of wholesale and retail electricity (collectively, Regulatory Events). DES has no control over Regulatory Events. If any Regulatory Event makes this Agreement uneconomic or unprofitable for DES, Customer agrees that DES may propose new contract terms to Customer, including, without limitation, an increased price for the electricity delivered by DES under this Agreement. If DES proposes new contract terms in accordance with this clause, DES will provide written notice to the Customer that identifies (1) the Regulatory Event(s) at issue, (2) the new contract terms proposed by DES, and (3) when the new contract terms will take effect following Customer's acceptance. Customer will have thirty (30) days from the date of the written notice to affirmatively accept or reject the new contract terms. If Customer does not affirmatively accept the new contract terms within thirty (30) days of the written notice, DES may in its sole discretion elect to terminate this Agreement without penalty on the next available meter read date after the expiration of the thirty-day notice period and processing by the electric utility and DES, after which Customer will return to Customer's electric utility or another CRES provider of Customer's choosing for electricity; alternatively, DES may, in its sole discretion, elect to continue supplying electricity to Customer under the original terms of this Agreement.

Contact Information

In the event of an emergency involving Customer's electric service (for example, an outage or downed power lines) Customer should call the emergency line for Customer's electric utility. In all other situations, Customer may contact DES toll free at 888-682-2170. Customer Care Representatives are available Monday – Friday, 8:00 am - 7:00 pm ET. During all other hours please leave a message for a return call. Customer may also contact DES by email at DynegyCustomerService@dynegy.com, or by US Mail at DYNEGY, LLC, Attn: Customer Care, PO Box 650764 Dallas, TX 75265-0764. Customer may also visit Dynegy's website at <https://www.dynegy.com/electric-supplier>.

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

6/9/2020 1:21:28 PM

in

Case No(s). 10-0960-EL-GAG

Summary: Application for recertification electronically filed by Mr. Thomas M Bellish on behalf of City of Mansfield