



**Buckeye Energy Brokers, Inc.**

**PUCO Certificate: 00-002E**

**PUCO Certificate: 00-006G**

66 East Mill Street

Akron, Ohio 44308

(330) 730-4338

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

**RE: Governmental Aggregator Renewal Application - Case Number 18-0190-EL-GAG**

The City of Campbell is pleased to submit its renewal application for electric governmental aggregator. The original application was docketed as case number 18-0190-EL-GAG.

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

Sincerely,

*Thomas M. Bellish*  
President

Attachment

**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

Competitive Retail Electric Service (CRES)  
Governmental Aggregator Application

Case Number: 18 - 0190 - EL-GAG

Please complete all information. Identify all attachments with a label and title (example: Exhibit B-2 Operation and governance plan). For paper filing, you can mail the original and three complete copies to the Public Utilities Commission of Ohio, Docketing Division, 180 East Broad Street, Columbus, Ohio 43215-3793.

## A. Application Information

### A-1. Applicant's legal name and contact information.

Provide the name and contact information of the business entity.

Legal Name: City of Campbell  
Street Address: 351 Tenney Avenue  
City: Campbell State: Ohio Zip: 44405  
Telephone: (330) 755-1451 Website: campbellohio.gov

### A-2. Contact person for regulatory matters.

Name: Thomas M. Bellish  
Street Address: 66 East Mill Street  
City: Akron State: Ohio Zip: 44308  
Telephone: (330) 730-4338 Email: tb@buckeyeenergybrokers.com

### A-3. Contact person for PUCO Staff use in investigating consumer complaints.

Name: Thomas M. Bellish  
Street Address: 66 East Mill Street  
City: Akron State: Ohio Zip: 44308  
Telephone: (330) 730-4338 Email: tb@buckeyeenergybrokers.com

### A-4. Applicant's address and toll-free number for customer service and complaints.

Street Address: 66 East Mill Street  
City: Akron State: Ohio Zip: 44308  
Toll-free  
Telephone: (866) 302-2237 Email: tb@buckeyeenergybrokers.com

## B. Managerial Capability

Provide a response or attachment for each of the sections below.

### B-1. Authorizing Ordinance.

Provide a copy of the adopted ordinance or resolution authorizing the formation of a governmental aggregation program pursuant to Sections 4928.20(A), 4929.26, and/or 4929.27 of the Ohio Revised Code.

### B-2. Operation and governance plan.

Provide a copy of the applicant's plan for operation and governance of its aggregation program adopted pursuant to Section 4928.20(C), 4929.26(C), and/or 4929.27(B) of the Ohio Revised Code and in accordance with 4901:1-21-16 and/or 4901:1-28-03 of the Ohio Administrative Code.

### B-3. Opt-out disclosure notice.

Provide a draft copy of the opt-out notice that provides or offers automatic aggregation services in accordance with Sections 4928.20(D) or 4929.26(D) of the Ohio Revised Code and in accordance with 4901:1-21-17 and/or 4901:1-28-04 of the Ohio Administrative Code. The applicant must file the finalized opt-out notice in the certification case docket no more than 30 days and not less than ten days prior to public dissemination.

### B-4. Experience and plans.

Describe in detail the applicant's experience and plan for providing aggregation services, including contracting with consultants, broker/aggregators, retail natural gas suppliers and/or retail generation providers, providing billing statements, responding to customer inquiries and complaints, and complying with all applicable provisions of Commission rules adopted pursuant to Section 4929.22 and/or 4928.20 of the Ohio Revised Code.

**As authorized representative for the above company/organization, I certify that all the information contained in this application is true, accurate and complete. I also understand that failure to report completely and accurately may result in penalties or other legal actions.**

Lewis Jackson Jr  
Signature

1-3-2022  
Date

Dir of Admin.  
Title



## **Competitive Retail Electric Service Affidavit**

County of Mahoning :

State of Ohio :

Lew Jackson Jr., Affiant, being duly sworn/affirmed, hereby states that:

1. The information provided within the certification or certification renewal application and supporting information is complete, true, and accurate to the best knowledge of affiant, and that it will amend its application while it is pending if any substantial changes occur regarding the information provided.
2. The applicant will timely file an annual report of its intrastate gross receipts, gross earnings, and sales of kilowatt-hours of electricity pursuant to Sections 4905.10(A), 4911.18(A), and 4928.06(F), Ohio Revised Code.
3. The applicant will timely pay any assessment made pursuant to Sections 4905.10, 4911.18, and 4928.06(F), Ohio Revised Code.
4. The applicant will comply with all applicable rules and orders adopted by the Public Utilities Commission of Ohio pursuant to Title 49, Ohio Revised Code.
5. The applicant 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 will fully comply with Section 4928.09, Ohio Revised Code regarding consent to the jurisdiction of Ohio Courts and the service of process.
7. The applicant will comply with all state and/or federal rules and regulations concerning consumer protection, the environment, and advertising/promotions.
8. The applicant 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 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, 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.
11. The Applicant will inform the Public Utilities Commission of Ohio of any material change to the information supplied in the 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 consumer complaints.

12. The facts set forth above are true and accurate 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.

13. Affiant further sayeth naught.

Lewis Jackson Jr Dir of Admin.  
Signature of Affiant & Title



DAWN PESA  
NOTARY PUBLIC - OHIO  
MY COMMISSION EXPIRES  
JULY 30, 2024

Sworn and subscribed before me this 3 day of January 2022  
Month Year

Dawn Pesa  
Signature of official administering oath

Dawn Pesa  
Print Name and Title

My commission expires on July 30, 2024



*Exhibit B-1 Authorizing Ordinance*

ORDINANCE NO. 09-0782

AN ORDINANCE AUTHORIZING ALL ACTIONS NECESSARY TO EFFECT A GOVERNMENTAL ELECTRICITY AGGREGATION PROGRAM WITH OPT-OUT PROVISIONS PURSUANT TO SECTION 4928.20 OF THE OHIO REVISED CODE, DIRECTING THE MAHONING COUNTY BOARD OF ELECTIONS TO SUBMIT A BALLOT QUESTION TO THE ELECTORS AND DECLARING AN EMERGENCY.

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

WHEREAS, governmental aggregation provides an opportunity for residential and small business customers collectively to participate in the potential benefits of electricity deregulation through lower electric rates which they would not otherwise be able to have individually; and

WHEREAS, this Council seeks to establish a governmental aggregation program with opt-out provisions pursuant to Section 4928.20, Ohio Revised Code (the "Aggregation Program"), for the residents, businesses and other electric consumers in the City and in conjunction jointly with any other political subdivision of the State of Ohio, as permitted by law.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CAMPBELL, COUNTY OF MAHONING AND STATE OF OHIO:

SECTION 1. This Council finds and determines that it is in the best interest of the City, its residents, businesses and other electric consumers located within the corporate limits of the City to establish the Aggregation Program in the City. Provided that this Ordinance and the Aggregation Program is approved by the electors of the City pursuant to Section 2 of this Ordinance, the City is hereby authorized to aggregate in accordance with Section 4928.20, Ohio Revised Code, the retail electrical loads located within the City, and, for that purpose, to enter into service agreements to facilitate for those loads the sale and purchase of electricity. The City may exercise such authority jointly with any other political subdivision of the State of Ohio using Buckeye Energy Brokers, Inc. ("Buckeye"), an energy broker and aggregator certified by the Public Utilities Commission 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 rights described in Section 4 of this Ordinance.

SECTION 2. The Board of Elections of Mahoning County is hereby directed to submit the following question to the electors of the City at the primary election on May 5, 2009.

Shall the City of Campbell have the authority to aggregate the retail electric loads located in the City, and for that purpose, enter into service 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, all in accordance with Section 4928.20 of the Ohio Revised Code and Ordinance No. 09-0782 adopted by City Council?

The Clerk of this Council is instructed immediately to file a certified copy of this Ordinance and the proposed form of the ballot question with the County Board of Elections not less than seventy-five (75) days prior to May 5, 2009. The Aggregation Program shall not take effect unless approved by a majority of the electors voting upon this Ordinance and the Aggregation Program provided for herein at the election held pursuant to this Section 2 and Section 4928.20, Ohio Revised Code.

SECTION 3. That the Mayor is hereby authorized to enter into an agreement with Buckeye Energy Brokers, Inc.

SECTION 4. Upon the approval of a majority of the electors voting at the general election provided for in Section 2 of this Ordinance, this Council individually or jointly through Buckeye, shall develop a plan of operation and governance for the Electric Aggregation Program. Before adopting such plan, this Council or Buckeye on behalf of 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 location of each hearing. No plan adopted by this Council shall aggregate the electrical load of any electric load center within the City unless it in advance clearly discloses 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 every two years, without paying a switching fee. Any such person that opts out of the Aggregation Program pursuant to the stated procedure shall default to the standard service offer provided under division (a) of Section 4928.14 or division (d) of Section 4928.35, Ohio Revised Code until the person chooses an alternative supplier.

SECTION 5. This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

SECTION 6. That the Mayor is hereby authorized to enter into an agreement with the selected electric generation supplier through a request for proposal process.

SECTION 7. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the City, and for the further reason that this Ordinance is required to be immediately effective in order to file a certified copy of this Ordinance and the proposed form of the ballot question with the Board of Elections of Mahoning County not later than seventy-five (75) days prior to the May 5, 2009 election, as provided herein; wherefore, this Ordinance shall be in full force and effect immediately upon its adoption and approval by this Council.

PASSED IN COUNCIL THIS 4 DAY OF February, 2009.

William J. Vansuch  
WILLIAM J. VANSUCH, PRESIDENT OF COUNCIL

ATTEST:

Dina Hamilton  
DINA HAMILTON, CLERK OF COUNCIL

APPROVED:

John E. Dill  
JOHN E. DILL, MAYOR

MAYOR JOHN E. DILL,  
ORDINANCE SPONSOR

FILED WITH THE MAYOR: 2-4-09  
APPROVED BY THE MAYOR: 2-4-09

APPROVED AS TO FORM:

Mark J. Kolmacic  
MARK J. KOLMACIC, DIRECTOR OF LAW

I, Dina Hamilton, Clerk of Council of the City of Campbell, County of Mahoning and State of Ohio, do hereby certify that the foregoing Ordinance is a true and correct copy of Ordinance No. 08-012 passed in Council on the 4th day of February, 2009 and now on file in the files of my office.  
Dina Hamilton  
CLERK OF COUNCIL



# **ELECTRIC AGGREGATION PROGRAM**

## **PLAN OF OPERATION AND GOVERNANCE**

### **CITY OF CAMPBELL, OHIO**



**Buckeye Energy Brokers, Inc.**

**For additional information contact Buckeye Energy Brokers, Inc.:**

**Thomas M. Bellish**

**President**

**Ph: (330) 730-4338**



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## 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 Campbell ("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 (2) 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-out 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 three (3) years during which Members can leave the City's aggregation pool without paying a switching fee. In November 2009, Campbell voters approved the development of the program.

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 (2) 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 three (3) 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 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	1-800-633-4766
Power turn on/off	Ohio Edison	1-800-633-4766
Billing disputes	Ohio Edison	1-800-633-4766
Joining/Leaving Program	Supplier	See opt-out notice
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 three (3) 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 (2) 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 B-3

**DO NOT DISCARD:**  
Important Electric Aggregation  
Information Enclosed.

## Welcome to the City of Campbell Electric Governmental Program!

April 9, 2020

Dear Electric Consumer,

The City of Campbell has selected Volunteer Energy as its preferred supplier for its Electric Governmental Aggregation Program. Under this 2009 voter approved program, city officials bring together citizens in order to gain buying power for the purchase of electric from a retail supplier certified by the Public Utilities Commission of Ohio. The opt out aggregation program is for meter read dates May 2020 through May 2023. **Volunteer Energy is pleased to offer electric for your residence at a fixed rate of \$0.0504 per kWh. Your business will be a fixed rate of \$0.0537 per kWh.**

### You are automatically enrolled.

As an eligible City of Campbell resident or small business, you are automatically enrolled and do not need to take any further steps in order to receive this negotiated rate. There is no cost for enrollment and you will not be charged a switching fee. Or, you may choose at this time to opt-out of the program by taking the steps outlined below. After you become a participant in the City of Campbell electric aggregation program, Ohio Edison will send a letter confirming your selection of Volunteer Energy as your electric provider. As required by law, this letter will inform you of your option to cancel your enrollment with Volunteer Energy within seven (7) calendar days of its postmark date. To remain in the City of Campbell government aggregation program, you don't need to take any action when this letter arrives. You will be automatically enrolled. To learn more about Volunteer Energy and the Governmental Aggregation Program please see the enclosed Terms and Conditions and Frequently Asked Questions (FAQs).

### If you choose to opt-out.

You don't need to do anything to get this exclusive rate. However, if you decide not to participate in the program, we must receive your opt-out response by April 30, 2020 either by mail or phone.

**mail** — Return the completed form below to:  
City of Campbell Governmental Aggregation Program  
Volunteer Energy  
790 Windmill Drive  
Pickerington, OH 43147

**phone** — Call 800-977-8374 and speak directly with a Volunteer Energy representative.



### ABOUT THE PROGRAM

- Because of your community's buying power, for your residence you'll receive an exclusive electric fixed rate of \$0.0504 per kWh and your business at a rate of \$0.0537 per kWh. This is effective for the meter read dates May 2020 through May 2023.
- You will still receive one bill from Ohio Edison. That bill will simply list Volunteer Energy as your natural gas supplier, along with your negotiated rate.
- You will still contact Ohio Edison for all service calls and emergencies.
- Budget billing is available. If you wish to enroll in the budget billing program for Generation Services, please call Volunteer Energy at 1-800-977-8374.

[VolunteerEnergy.com/what-is-energy-aggregation/](http://VolunteerEnergy.com/what-is-energy-aggregation/)

The Terms and Conditions govern your participation in the program. Please do not contact the City of Campbell. If you have additional questions about this offer, contact Volunteer Energy. Ohio supplier certification # 15-950-E(3). If you choose to opt-out, or if you choose to leave the program at a later date, you will be served by the standard service offer of Ohio Edison or until you choose an alternative supplier of electric service.

### AGGREGATION PROGRAM OPT-OUT FORM

☐ I do NOT want to participate in the City of Campbell Electric





# ELECTRIC AGGREGATION TERMS AND CONDITIONS

KEEP FOR YOUR RECORDS

**UTILITY** ..... Ohio Edison, A FirstEnergy Company  
**RATE PLAN** ..... City of Campbell Electric Aggregation Rate  
**INITIAL PRICE & TERMS** ..... Residential Fixed Rate \$0.0504 per kWh - Small Commercial Fixed Rate \$0.0537 per kWh  
**CANCELLATION FEE** ..... None

## I. ENERGY SERVICES

During the relevant term Volunteer Energy Services, Inc. ("VE") shall supply and deliver to Customer all of the retail energy requirements at each Service Location (the "Retail Energy"). The Retail Energy is delivered to the distribution system's interconnection point (each, a "Delivery Point") of the relevant electric distribution company ("EDC"), and the relevant EDC is responsible for delivery of the Retail Energy to Customer's meter at and from that point. Customer designates VE as an authorized recipient of Customer's account, billing and usage information. Customer consents to the disclosure by each EDC to VE of certain basic information about Customer including: account number, meter number, meter read data, rate class, billing and payment information, account name, service address, billing address, and telephone number.

## II. TERM OF AGREEMENT

VE shall use commercially reasonable efforts to commence service under this Agreement upon the later the start date referenced in the Opt-Out Letter or the first available meter read date, as determined by the EDC, after the date hereof, and after VE receives confirmation that the EDC has completed its processing and has accepted the delivery service request (the "Start Date"). VE shall not be liable for any lost savings or lost opportunity as a result of a delay in service commencement due to actions or inactions of the EDC. The term of this Agreement shall continue through May 2023 meter read date unless sooner terminated hereunder. Customer shall have the opportunity to opt-out of the aggregation program at least every three years without penalty.

## III. PRICING

This is a full requirements Agreement for residential and small commercial customers. Residential customers, you agree to pay the Price of \$0.0504/kWh to total usage per Account as reported by the Utility each month. Small commercial customers, you agree to pay the Price of \$0.0537/kWh to total usage per Account as reported by the Utility each month. The Price includes energy, congestion, capacity, ancillary services, losses, Auction Revenue Rights ("ARR"), and Renewable Portfolio Standards (RPS) compliance costs. Unless otherwise noted, the Rate does not include taxes, regulated charges from the Utility, including, but not limited to, Utility delivery and distribution charges, customer account fees or other Utility transmission charges. Customer agrees to maintain electric usage patterns similar to those exhibited within the preceding 365 calendar days.

## IV. BILLING and PAYMENT

**A. General Billing and Payment Terms:** VE shall provide monthly invoices, either through utility consolidated billing (UCB) or supplier consolidated billing (SCB). VE may estimate bills in cases where actual billing determinants are unavailable, and estimated bills shall be adjusted as soon as reasonably practicable. In the event Customer is billed by VE, Customer shall pay all amounts owing within fourteen (14) days after issuance of the invoice. In the event Customer is billed by the EDC, payment is due to the EDC by the date specified in its bill. Late payments shall incur interest charges at a rate of interest equal to a per annum rate of eighteen percent (18%) or the maximum allowed under applicable law, whichever is less. In any instance where any payment to VE is declined by the issuing institution, Customer shall be assessed a charge of \$30 or the maximum allowed under applicable law (whichever is less) per declined payment. Customer shall be liable for all costs incurred by VE, including attorney's fees, for collections on accounts greater than thirty (30) calendar days past due. As an option, VE will offer **budget billing** to residential Customers in good standing. The budget billing amount is based on a projection of the participating Customer's energy usage for the remaining term of the Program calculated using twelve (12) months historical usage, where available, plus an adder determined by VE to minimize future true-up amounts.

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>. Upon resolution of the dispute, any required payment shall be made within five (5) business days of such resolution along with interest accrued at the per annum rate of eighteen percent (18%) or the maximum allowed under applicable law, whichever is less.

## V. RENEWAL OF AGREEMENT

This Agreement shall only be renewed or extended in compliance with the provisions of the Ohio Revised Code and Ohio Administrative Code relating to Governmental Aggregation Programs.

## VI. CONFIDENTIALITY

Both Parties agree that the terms and conditions of this Agreement shall remain confidential, except for any required disclosure to any regulatory body, governmental entity or agency having jurisdiction, or disclosure to accountants, attorneys, or other professionals acting on behalf of the disclosing Party.

## VII. NOTICES

Any notice or other document to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be delivered to any of the address specified on Offer.

## VIII. EVENTS OF DEFAULT

**A. Definition:** An "Event of Default" shall mean, with respect to the applicable Party to whom the following applies (the "Defaulting Party"), the occurrence of any of the following: (a) the failure of such Party to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within three (3) business days after written notice and demand of payment; (b) any representation or warranty made by such Party herein being false or misleading in any material respect when made or ceases to remain true during any term; (c) the failure of such Party to perform any obligation set forth in this Agreement and such failure is not remedied within five (5) business days after written notice; (d) Customer files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action bankruptcy or (e) Customer's failure to cooperate with VE as reasonably required in order for VE to perform its obligations under this Agreement.

**B. Suspension and No Early Termination:** If an Event of Default occurs, the Party that is not the Defaulting Party (the "Non-Defaulting Party") may, at its option and in its sole discretion, take any one or more of the following actions (1) suspend its performance under this Agreement; or (2) terminate this Agreement by sending written notice to the Defaulting Party provided the termination date for this Agreement (the "Early Termination Notice"). In the event of such suspension or an early termination, Customer shall pay to VE all amounts owed under this Agreement, including amounts owed for delivered performance, whether or not then invoiced. There is no early termination fee. However, if you switch back to (name of utility), you may not be served under the same rates, terms, and conditions that apply to other customers served by the electric utility.

## IX. FORCE MAJEURE

"Force Majeure" shall mean an event which prevents the claiming party (the "Claiming Party") from performing its obligations and is not within the reasonable control of, or the result of the negligence of, the Claiming Party, such as, but not limited to, acts of God; fire; flood; terrorism; breach by the EDC; electric grid interruption; earthquake; war; riot; actions or failure to act on the part of governmental authorities. The non-Claiming Party shall not be required to perform its obligations to the Claiming Party for the period of the Force Majeure. If the Force Majeure continues for a period in excess of thirty (30) calendar days (an "Extended Force Majeure Event"), the performing





# ELECTRIC AGGREGATION TERMS AND CONDITIONS

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provider, alters to the detriment of VE its costs to perform or its economic returns (including, but not limited to, increases in Customer's capacity tag or increases in capacity charges unknowable as of the Start Date) under this Agreement VE may revise the pricing under this Agreement to eliminate the impact of such. Before any such price revision, VE shall provide written notice to Customer with the resulting price revisions, and the date upon which such revised pricing shall be effective. Customer shall pay the revised price described in such notice, and all other terms and conditions of this Agreement shall remain in full force and effect.

## **XII. SEVERABILITY**

The various provisions of this Agreement are severable. Any provision or section of this Agreement declared or rendered void, unlawful, or otherwise unenforceable shall not otherwise affect the lawful obligations that arise under this Agreement.

## **XIII. INDEMNITY**

VE shall defend, indemnify, and hold Customer harmless against all claims and liabilities resulting from VE's negligence or breach of this Agreement and arising prior to the delivery of the Retail Energy to the relevant Delivery Point, except to the extent such claims and liabilities arise out of Customer's negligence or breach of this Agreement. Customer shall assume full responsibility for any damages or losses relating to the delivery of the Retail Energy at and after its delivery to the relevant Delivery Point and shall defend, indemnify, and hold VE harmless against all claims and liabilities arising at and after the delivery of the Retail Energy to the relevant Delivery Point, except to the extent such claims and liabilities arise out of VE's negligence or breach of this Agreement.

## **XIV. ASSIGNMENT**

This Agreement shall be binding on and inure to the benefit of each Party's successors and permitted assigns. Neither Party shall assign this Agreement or its rights without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed.

## **XV. WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY**

VE warrants title to all Retail Energy delivered hereunder and sells such Retail Energy to Customer free from liens and adverse claims. THIS IS VE'S ONLY WARRANTY CONCERNING THE SERVICES PROVIDED HEREUNDER AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE. EXCEPT AS PART OF ANY PAYMENT OF THE SETTLEMENT AMOUNT IN ACCORDANCE WITH THE TERMS HEREOF, NEITHER PARTY SHALL BE RESPONSIBLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES. IN ADDITION, VE'S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE TOTAL OF THE FIRST TWO VE INVOICES REFLECTING THE ENERGY COST SPECIFIC TO CUSTOMER'S METER READS AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE EXPRESSLY WAIVED. TO THE MAXIMUM EXTENT POSSIBLE UNDER LAW, ARTICLE 2 OF THE UNIFORM COMMERCIAL CODE SHALL APPLY TO THE RETAIL ENERGY SOLD HEREUNDER.

## **XVI. ENTIRE AGREEMENT; AMENDMENT**

This Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof. This Agreement may only be amended by a written instrument executed by both Parties. This Agreement is effective only upon Customer's execution and VE's subsequent execution or performance of this Agreement.

## **XVII. ELIGIBILITY**

Participation in the program is limited to residents that have not been previously removed from the Program due to non-payment. Additionally, properties with on-site generation are not eligible and will be removed upon notice of on-site generation by the utility to VE.

## **XVIII. STATE DISCLOSURES/RESCISSION**

VE's Ohio Certification Number is 15-950E(3) as a CRES. Customer has the right to request from VE twice within a twelve (12) month period up to twenty-four (24) months of Customer's payment history without charge; Customer may be charged switching fees by the EDC. VE is prohibited from disclosing a customer's social security number and/or account number(s) without the customer's consent except to its 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.

**Rescission:** As a Residential you have the right to rescind this Agreement within seven (7) calendar days from the date of postmark of the Utility's confirmation notice you will receive upon enrollment with VESI. You may rescind by either contacting us at 800-977-VESI toll free during normal business hours or fax us a detailed written request to cancel at 614-856-3301. If you contact your Utility to rescind this Agreement, your Utility will give you a cancellation number to confirm the cancellation.

**Governmental Aggregation Filing**

**Exhibit B-4 Experience and Plans**

The City of Campbell has a wealth of experience in negotiating, contracting and providing for common services to the City residents. Some examples of experience as a service provider are:

1. Natural Gas "Opt-Out" Municipal Aggregation Program
2. Water Service
3. Police & Fire Services
4. Parks and Recreation

The Mayor, City Council and City Staff routinely negotiate for services and supplies that benefit the residents of Campbell. However, due to the complexity of municipal aggregation, the City will rely on the services of Buckeye Energy Brokers, Inc. to assist them in designing, implementing and maintaining the Program. Buckeye Energy Brokers is a PUCO certified (00-002(9)) Electric Aggregator and Broker in the State of Ohio and a PUCO certified (02-006G(9)) Natural Gas Aggregator and Broker in the State of Ohio. They have experience working with over 200 buying groups in Pennsylvania, New Jersey, Maryland and Delaware.

**Contractual Arrangements for Capability Standards:** If the applicant is relying upon contractual arrangements with a third-party(ies) to meet any of the certification requirements, the applicant must provide with its application all of the following:

- Campbell is contracting with the following consultant to provide third party assistance:

Buckeye Energy Brokers, Inc.  
66 East Mill Street  
Akron, Ohio 44308  
(330) 730-4338

- The City of Campbell has contracted with Buckeye Energy Brokers, Inc. to assist the City in designing, implementing and maintaining its aggregation program.
- Below is a detailed summary of services being provided:
  - Broker shall provide energy related Services, including but not limited to the following:
    - Volume data collection and verification
    - Energy savings estimates
    - Energy buying consultation
    - Write customized Request for Proposal (RFP)
    - All contact with potential energy suppliers
    - Release all necessary client information to switch energy suppliers
    - Pre-qualify any energy suppliers wishing to bid on the RFP
    - Contract negotiation and closing with selected supplier
    - Monitor energy cost savings with quarterly reports.

**This foregoing document was electronically filed with the Public Utilities  
Commission of Ohio Docketing Information System on**

**1/10/2022 2:15:14 PM**

**in**

**Case No(s). 18-0190-EL-GAG**

Summary: Application for renewal electronically filed by Mr. Thomas M. Bellish on  
behalf of CITY OF CAMPBELL