



Section A: Application Information

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

the applicant's legal name, address, telephone number, and web address.

Legal Name: City of Oregon Country: United States
Phone: 419-698- Extension (if applicable): Street: 5330 Seaman Road
7196
Website (if any): www.ci.oregon.ohio.us City: Oregon Province/State: OH
Postal Code: 43616

A-2. Contact person for regulatory matters

Michael Beazley
5330 Seaman St.
Oregon, OH 43616
US
mbeazley@ci.oregon.oh.us
4196987095

A-3. Contact person for Commission Staff use in investigating customer complaints

Melissa Purpura
5330 Seaman Road
Oregon, OH 43616
US
mpurpura@oregonohio.org
4196987166

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

Phone: 419-698-7166 Extension (if Country: United States
applicable):
Fax: 419-691-0241 Extension (if applicable): Street: 5330 Seaman Road
Email: mpurpura@oregonohio.org City: Oregon Province/State: OH
Postal Code: 43616



B-1. Authorizing ordinance

Provide a copy of the adopted ordinance or resolution that reflects voter authorization to form a governmental aggregation program pursuant to Sections 4929.26 and 4929.27 of the Ohio Revised Code.

File(s) attached.

B-2. Operation and governance plans

Provide a copy of the applicant's plan for operation and governance of its aggregation program adopted pursuant to Sections 4929.26(C) or 4929.27(B) of the Revised Code. The Operation and Governance Plan should include all information pursuant to Rule 4901:1-28-03 of the Ohio Administrative Code.

Files(s) attached.

B-3. Opt-out disclosure notice

If the aggregation program provides for automatic aggregation in accordance with Section 4929.26(A) of the Revised Code, provide a copy of the disclosure notification required by Section 4929.26(D) of the Revised Code.

File(s) uploaded

B-4. Experience and Plans

Provide a description of the applicant's experience in providing the service(s) for which it is applying (e.g. number and type of customers served, utility service areas, amount of load, etc.). Also provide the plan for contracting with customers, providing contracted services, providing billing statements, and responding to customer inquiries and complaints in accordance with Commission rules adopted pursuant to Section 4928.10 of the Revised Code.

File(s) attached



Public Utilities
Commission

Application Attachments

City of Oregon

Exhibit B-1

Authorizing Ordinance/Resolution

ORDINANCE 011 - 2002

AUTHORIZING THE APPROVAL OF THE AGGREGATION PLAN AS AUTHORIZED BY OHIO REVISED CODE SECTION 4929.26, TO ALLOW THE CITY TO NEGOTIATE THE BEST RATES FOR THE SUPPLY OF NATURAL GAS

WHEREAS, The City of Oregon authorized and forwarded to the Board of Elections a ballot initiative to allow its voters to decide whether the City of Oregon shall act as a governmental aggregator for its natural gas consumers; and,

WHEREAS; this election was held on the first Tuesday of November of 2001 and the measure was approved by the voters of the City of Oregon; and,

WHEREAS; pursuant to ORC 4929.26, any municipality that its citizens wish to function as an aggregator must develop a plan of operation and governance; and,

WHEREAS; before such a plan can be adopted, two (2) public hearings must be held on the proposed plan and before the first hearing, the City must publish notice of the hearings once a week for two (2) consecutive weeks in a newspaper of general circulation summarizing the plan and stating the date, time and location of each hearing; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF OREGON THAT:

SECTION 1. The plan of operation and governance for the aggregation program submitted by the City Administration attached hereto and marked as Exhibit A and made a part hereof has been subject to two public hearings and is hereby approved.

SECTION 2. This measure shall give the City authority to automatically aggregate and purchase natural gas for the retail gas loads with the City pursuant to Ohio Revised Code section 4929.26, and such automatic aggregation shall begin effective February 28, 2002.

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 all deliberations of this Council and 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 Revised Code of Ohio and that the reading and adoption of this Ordinance complies with the provisions of Article III, Section 9 of the City Charter, as amended.

SECTION 4. This Ordinance shall take effect and be in force at the earliest date allowed by law.

Vote on passage: Yeas 7 Nays 0 Abs. 0

Passed this 28th day of January, 2002.


President of Council

ATTEST:

APPROVED:


Clerk of Council


Mayor

[PSG/bam 1/18/2002]
C:\My Documents\OREGON\ORDINANCES\Gas ordinance- Approv Plan-no emergency.doc

City of Oregon

Exhibit B-2

Operation and Governance Plan

CITY OF OREGON NATURAL GAS AGGREGATION PROGRAM

PLAN OF OPERATION AND GOVERNANCE

For additional information contact:

Melissa Purpura, Law Director

City of Oregon

5330 Seaman Road

Oregon, OH 43616

Phone: 419-698-7166

Fax: 419-691-0241

Purpose

The goal of this program is to facilitate additional choices for the supply of natural gas for residential and commercial consumers, pursuant to Ohio Revised Code section 4929. This aggregation program has been developed in accordance with House Bill 9.

The City of Oregon Natural Gas Aggregation Program seeks to aggregate the retail natural gas loads of consumers located in the city to obtain the lowest price for the supply and distribution of natural gas. Participation in the City of Oregon aggregation program is limited to individuals who are not already under contract with an alternative retail natural gas supplier.

This program is voluntary. Every individual has the opportunity to decline to be a member of the aggregation program and to remain with Columbia Gas or to enter into a power supply contract with any other retail natural gas supplier.

Process

The City shall follow the process of governmental aggregation as set out by the Public Utility Commission of Ohio (PUCO).

A municipal corporation may automatically aggregate its residents after passage of an opt-out ordinance, adoption of a Plan of Operation, and approval by a majority of the voters. Oregon has accomplished all of these requirements.

The process will entail selection of a retail natural gas supplier, mailing opt-out notices to eligible customers, generating a list of participants who did not opt out, then transferring the participants to the chosen supplier.

Oregon's Aggregation Program

The Departments of Public Utilities and Law will administer Oregon's aggregation program. These Departments currently administer the electricity aggregation programs, and purchase electricity and natural gas for City facilities. These Departments have expertise in the law and regulations applicable to governmental aggregation as well as considerable experience in contracting with marketers for energy services.

The purpose of the aggregation program is to reduce the amount consumers pay for natural gas. Oregon will not buy and resell the natural gas for the participants of the program. Instead, Oregon will competitively bid and negotiate a contract with a retail natural gas supplier to provide natural gas to the members of the aggregation program.

Oregon will obtain the list of customers within its boundaries from Columbia Gas either by zip code or by a method provided by the utility. Oregon will have its supplier cleanse the data to ensure that it does not contain customers with alternate suppliers, PIPP customers, any other excludable consumers, and only those who live within the jurisdictional boundary. Oregon will then have its supplier send the opt-out notice to each eligible customer, disclosing the offered price for natural gas along with any applicable contract terms. The opt-out notice will clearly inform customers that they may opt out of the program during the 21-day period following the mailing of the notification, along with instructions on how to opt out. Customers who opt out of the City's aggregation program during this initial notification period will remain with Columbia Gas unless and until the customer chooses an alternative natural gas supplier.

Operation

All necessary technical analysis, competitive procurement of services, regulatory approvals, accounting and fiscal management, contract maintenance, communications, program coordination and administrative support will be professionally provided by existing staff and an energy consultant, as well as the chosen retail natural gas supplier.

Oregon anticipates it will operate its aggregation program(s) in cooperation with the surrounding communities in the Northwest Ohio Aggregation Coalition (NOAC). However, this Plan of Operation pertains only to the City of Oregon and its residents.

Funding

The primary expenses associated with operating this program are printing and mailing costs of the opt-out notices, and fees for an energy consultant. Instead of paying for these costs up front, it shall be Oregon's goal to have the chosen supplier absorb these fees into their offered rates of the program participants.

Notification of customers

All eligible customers in Oregon will receive an opt-out package in the mail. Oregon will adhere to all eligibility requirements of R.C. 4929.26. Essentially, eligible customers cannot be under contract to buy natural gas from an alternate supplier. The notice shall clearly inform customers of the offered rate, and that they have the right to opt out of the Oregon aggregation program within twenty-one days after the mailing of the notice without paying a switching fee. The notice will fully describe how to opt out. After the completion of the opt-out process, the residents who did not opt out will be included in Oregon's aggregation pool.

Customer opt-out

Customers may opt-out of the Oregon aggregation program at no charge within the twenty-one day period following the mailing of the notice containing the rates and terms of the aggregation program. Customers who return the required opt-out notice will remain customers of Columbia Gas. Oregon will offer the twenty-one day period during which customers can opt-out of the aggregation program without charge at least every two years pursuant state law.

Customer opt-in

Oregon intends on having its supplier allow customers who move into or within Oregon to opt into The City's aggregation program by calling and voluntarily signing up with the supplier. The Oregon will strive to provide these new customers with a rate similar to those who had been in the pool from the beginning. Additionally, Oregon's supplier may obtain a refreshed customer list from Columbia Gas approximately every six months. Oregon's supplier may then send aggregation information to those eligible customers identified on the refresher list. Whether this information is in opt in or opt out format will depend on the negotiated language of the supplier contract. If interim opt outs are to take place; a twenty-one day opt-out will occur in the manner described above.

Joining the Program at a later date

Residents of The City who initially chose to opt-out of the Program, for whatever reason, and wish to enroll at a later date, will be treated the same as a new resident. That is they will not automatically become part of the existing program, but will be given an opportunity to enroll. However, the Oregon cannot guarantee that rates, terms and conditions to consumers enrolling in the Aggregation after the initial 21 day opt-out period, will match those of the initial enrollee.

Disputes

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

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

Termination of natural gas supply program

The natural gas supply program may be terminated at the expiration of the supply contract without any extension, renewal or subsequent supply contract being negotiated. Additionally, Oregon may cancel the program early in the event that regulatory proceedings greatly reduce or eliminate consumer savings.

In either event, the aggregation pool customers will return to Columbia Gas unless and until they switch to an alternate supplier. Each individual customer receiving natural gas supply service

under The Oregon aggregation program will receive notification of the termination of the program before termination.

Rates

The Department of Public Utilities shall receive proposals from retail natural gas suppliers using a competitive selection process. Bidders will be requested to provide a fixed price, floating price, a percent off rate, or a combination of the above. If consumers will have the option of choosing between fixed and floating prices, the opt-out package will contain ample and easy to understand information to aid the consumer in deciding which option best suits their natural gas needs. Oregon will decide which pricing structure(s), to offer based on the bids received, and an analysis of the current and projected market status as well as the bids received.

Billing and Payment

Oregon will continue to have Columbia Gas of Ohio (CGO) bill customers using an itemized format approved by the PUCO. The billing statement will be consistent with applicable PUCO rules and regulations. Oregon will consider other billing options, including CRNGS Provider consolidated billing, if and when they become available and if it appears advantageous to do so. Oregon will not become involved in any payment delinquency issues and thus will not require any type of consumer credit or deposit. If Oregon's supplier wishes to pursue payment delinquency issues, details of the supplier's credit and deposit policies will be included in the opt-out package.

Liability

The City shall not be liable to Members in the Aggregation Group for any claims whatsoever arising out of the aggregation program or the provision of aggregation services by the City or the Provider. Aggregation Group members shall assert any such claims solely against the Provider pursuant to the Power Supply Agreement, under which such participants are express third-party beneficiaries.

Copies of Plan

Copies of this plan are available from The City of Oregon free of charge. Call the City at 419-698-7166, for a copy or for more information.

Consumer Right to Contact PUCO and Ohio Consumers Counsel.

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

City of Oregon

Exhibit B-3

Automatic Aggregation Disclosure – Opt –out Form



The Northwest Ohio Aggregation Coalition Community Pricing: NYMEX + \$0.105/CCF
Columbia Gas SCO Supplier Gas Pricing: NYMEX + \$0.118/CCF
December 10, 2019

DO NOT DISCARD:
Important Natural Gas Aggregation
information Enclosed.

Dear Natural Gas Consumer,

The Northwest Ohio Aggregation Coalition (NOAC) has selected Volunteer Energy to continue as its preferred supplier for the next term of its Natural Gas Governmental Aggregation Program. Voters of each NOAC community approved this program as follows: Village of Holland in May 2002, Lake Township in January 2004, Lucas County in July 2001, City of Maumee in November 2002, City of Northwood in July 2001, City of Oregon in January 2002, Village of Ottawa Hills in August 2010, City of Perrysburg in August 2001, City of Sylvania in July 2001, City of Toledo in August 2001, City of Rossford in November 2001, Village of Walbridge in April 2010. The opt-out aggregation program is for the period spanning February 2020 through May 2021 billing cycles. **For participating members Volunteer Energy will deliver gas at a rate of NYMEX plus \$0.105 per Ccf. Columbia Gas is still your utility and will continue to provide monthly billing and service.**

You are automatically enrolled.

As an eligible NOAC resident or small business, **you are automatically enrolled and do not need to take any further steps in order to receive this special rate.** Or, you may choose at this time to opt-out of the program by taking one of the steps outlined below. 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 special rate. However, if you decide not to participate in the program we must receive your opt-out response by December 31, 2019 either by mail or phone.

mail — Return the completed form below to:

NOAC Governmental Aggregation Program
Volunteer Energy
790 Windmill Drive
Pickerington, OH 43147

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

Learn more: VolunteerEnergy.com/noac



ABOUT THE PROGRAM

- Because of NOAC's buying power, you will receive a negotiated rate of NYMEX plus \$0.105 per Ccf for your 2/20 through 5/21 billing cycles.
- You will still receive one bill from Columbia Gas. That bill will simply list Volunteer Energy as your natural gas supplier, along with your special rate.
- You will still contact Columbia Gas for all service calls and emergencies.
- Budget billing and auto payment are still available from Columbia Gas.

The rate provided will NOT include taxes or local utility charges. If you are already enrolled with another natural gas supplier, a cancellation fee may apply if you choose to end your agreement with that supplier. The Terms and Conditions govern your participation in the program. If you have additional questions about this offer, contact Volunteer Energy at 1-800-977-8374. Ohio supplier certification # 02-022G(9).

AGGREGATION PROGRAM OPT-OUT FORM

☐ I do NOT want to participate in the NOAC Natural Gas Governmental Aggregation Program.

Governmental Aggregation opt-out number:



service address:

EMAIL ADDRESS

PHONE

SIGNATURE REQUIRED Account Holder

PRINTED NAME

DATE

ACCOUNT HOLDER'S SIGNATURE

☐ Check here if any of the information above is incorrect. Please make corrections on the back of this form.

Detach completed form and return by December 31, 2019 to: NOAC Governmental Aggregation Program, Volunteer Energy, 790 Windmill Drive, Pickerington, OH 43147

UTILITY Columbia Gas of Ohio
RATE PLAN NOAC Governmental Aggregation Rate
INITIAL PRICE & TERMS NYMEX plus \$0.105 per Ccf February 2020 through May 2021 billing cycles
CANCELLATION FEE None

These ENERGY SUPPLY TERMS AND CONDITIONS have important information you need to know before you commit to natural gas service from Volunteer Energy Services, Inc. ("VESI"). VESI is an Ohio corporation whose customers include a variety of Ohio natural gas end users. As a supply customer of VESI, you agree to the Terms and Conditions of VESI's natural gas supply contract.

Service Arrangement: VESI's energy supply will be delivered to your residence or facility via the utility's pipeline on a month to month basis. Upon acceptance by the utility company Columbus Gas of Ohio will continue to deliver VESI-supplied natural gas to your home at the agreed upon rate.

Term: The term of this Agreement shall commence with your February 2020 billing cycle and shall continue through your May, 2021 billing cycle, unless otherwise cancelled by either party. Natural gas service will begin within 60 days of acceptance by Columbia Gas of Ohio. You may terminate this Agreement with VESI by providing a 30-day notice in writing to VESI or by telephone.

Rate: Beginning with the February 2020 billing cycle through the May 2021 billing cycle. Your rate shall be NYMEX month end settle plus \$0.105 per Ccf which does not include applicable sales tax or NGDC transportation and other charges.

Renewal: If the NOAC Aggregation Program continues beyond the May 2021 billing cycle, NOAC or its supplier shall provide notice of the new terms and conditions and your right to opt-out without penalty.

Office Locations and Hours: VESI's offices are located at 790 Windmill Drive, Pickerington, Ohio 43147 and are open from 9:00 a.m. to 4:30 p.m. E.S.T., Monday through Friday. VESI can be reached by telephone at (614) 856-3128 or toll free at 800-977-8374. Telephone service hours are from 9:00 A.M. to 5:00 P.M. E.S.T., Monday through Friday. E-mail address is sraffeld@volunteerenergy.com

Bill Payment Process: Columbia Gas of Ohio will continue to bill you monthly for their delivery services and also for VESI's natural gas supplies. Should you fail to pay the bill or fail to meet any agreed upon payment arrangement, Columbia Gas of Ohio may terminate your service in accordance with its company tariffs, and this agreement with VESI may be automatically terminated. If VESI is providing billing services, VESI may terminate this agreement with fourteen (14) days' notice for failure to pay the bill or failure to meet any agreed upon payment arrangements.

Complaint Dispute Resolution: If you have any complaints regarding your natural gas service or your monthly bill, please contact us at 1-800-977-8374. Upon request, VE will provide to you up to twenty-four months of your payment history without charge. If your complaint is not resolved after you have called VE, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from 8 a.m. to 5 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). Additionally, the Ohio Consumers' Council (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.occ.ohio.gov>.

Amendment to Agreement: VESI may amend VESI's Supply Agreement from time to time upon approval from NOAC. Any amendments made would not take effect for a minimum of thirty (30) days and you will receive thirty (30) days written notice at members service address.

Emergency Service Problems: If you become aware of a gas emergency condition, or experience an unanticipated loss of gas service, you should contact the utility at the number listed on your gas bill.

Termination/Rescission of Agreement: You may rescind your natural gas supply enrollment with Columbia Gas of Ohio within seven (7) days of the post mark date of the confirmation notice from Columbus Gas of Ohio. After the initial seven (7) day period, either you or VESI may terminate the contract at any time by providing the non-terminating party thirty (30) days written notice or by telephone of such termination, without penalty. You will remain responsible for all natural gas consumed by you prior to the actual cessation of services. If your supply contract with VESI is terminated, your natural gas supply will automatically be provided by the utility under its standard tariff unless or until you choose another supplier. If you voluntarily terminate participation in the NOAC natural gas governmental aggregation program, you may be charged a price other than the Columbia Gas of Ohio regulated sales service rate. **There will be no early termination fees associated with the NOAC program.** This agreement will automatically terminate upon the occurrence of any of the following: (1) the requested service location is not served by Columbia Gas of Ohio; (2) you move outside the Columbia Gas of Ohio service area or to an area not served by VESI; or (3) VESI terminates your supply agreement and returns you to the incumbent natural gas company. You have the right to terminate this agreement, without penalty, for any reason at any time.

Program Compliance: The utility's deregulation program is subject to the ongoing jurisdiction of the PUCO. If the PUCO cancels the program, this contract is rendered void with no penalty to either party. The laws of the State of Ohio will govern this agreement.

Eligibility: VESI's aggregation program rate excludes utility charges and taxes. Service is subject to enrollment processing timelines as determined by your local utility and VESI's aforementioned Terms and Conditions of Service. To be eligible to participate in the aggregation, you must: (1) have a residence or business located in one of the NOAC communities; (2) be eligible to receive natural gas from Columbia Gas of Ohio; (3) meet Ohio non-mercantile requirements; (4) be current with your natural gas payments or payment arrangements; (5) not be enrolled in the PIPP program; and (6) currently not taking natural gas supply service from another natural gas marketer. If you believe you received this letter in error, please contact VESI to remove your account from our aggregation list.

790 Windmill Dr. · Pickerington, OH 43147 · p. 800.977.8374 · volunteerenergy.com

PLEASE COMPLETE IF THE INFORMATION ON THE FRONT OF THIS FORM IS INCORRECT

NAME as it appears on your utility bill

SERVICE ADDRESS as it appears on your utility bill

CITY

STATE

ZIP



City of Oregon

Exhibit B-4

Experience

Experience

City of Oregon officials are experienced in negotiating and providing for common services for the City. However, due to the complexity of Governmental Aggregation, the City selected Palmer Energy Company, to assist them in designing, implementing and maintaining the Program.

Palmer Energy Company is a Toledo based energy consulting firm founded in 1980. Palmer Energy was a natural gas industry pioneer by working on their customers' behalf as an external consultant. Purchased by Mark Frye in 1994, Palmer Energy has become a leader in unbiased energy management and consulting. While its evolution continues alongside the energy industry, Palmer Energy Company is dedicated to operating as an integral member of a client's energy management team.

Palmer Energy is also the energy consultant for The Northwest Ohio Aggregation Coalition (NOAC). NOAC is a coalition of communities in Lucas and northern Wood Counties providing governmental aggregation services for electric and natural gas customers within the Cities of Maumee, Northwood, Oregon, Perrysburg, Rossford, Sylvania, Toledo and Waterville, the Villages of Delta, Holland, Ottawa Hills and Walbridge, the Wood County Townships of Lake and Perrysburg, and all the unincorporated township areas of Lucas County (through the Board of County Commissioners, Lucas County, Ohio). Mark Frye, President of Palmer Energy, is NOAC's designated consultant and has testified on behalf of NOAC in several matters before the Public Utilities Commission of Ohio.

City of Oregon has been an active member in the natural gas and electric energy programs of Northwest Ohio Aggregation Coalition (NOAC). NOAC was designed specifically to help communities in Lucas and Northern Wood Counties save money on their natural gas and electric bills by utilizing the strength of group buying. By grouping together, communities can leverage their buying power when shopping the market, thus securing the best deals possible. The independent energy professionals of Palmer Energy Company, on behalf of NOAC, obtained the best price for electric and natural gas from various reputable suppliers through the RFP process.

Palmer Energy recently partnered with the Ohio Municipal League to help manage a natural gas and electric program for the facilities, as well as electric and natural gas government aggregation programs for the residents of member cities and villages. This program was designed specifically to help cities and villages save money on their natural gas and electric bills by utilizing the strength of group buying.

Palmer Energy Company will:

- Assist the day to day administration of program (problem resolution, press releases, PUCO compliance, supplier liaison, contract review, etc.)
- Design and issue the Request for Proposal, analyze supplier responses and provide recommendations for the supply agreement.
- Review customer data provided by the utility that would serve as the basis for an opt-out notice. Provide customer service support for consumers in the City to call for information during the 21-day enrollment and opt out period for the City's Aggregation Program.

- Respond to customer inquiries, billing questions and/or complaints. While the billing of customers for the retail generation supply will be provided through the electric distribution utility, Ohio Edison (OE), and the billing process will be coordinated with OE by the selected supplier, for the Aggregation Group, Palmer Energy will offer assistance as needed on behalf of the City.
- Write and prepare reports on a quarterly/annual basis to the City, PUCO, PUCO's Market Monitoring division, and the Ohio Consumers' Counsel.
- Palmer Energy is well versed in the rules adopted by the PUCO, and is thus in a position to ensure compliance with all applicable provisions of Section 4928.10 of the Revised Code, and the rules adopted by the Commission pursuant thereto.

Contact information for Palmer Energy Company

Mark R. Frye, President
5577 Airport Highway, Suite 101
Toledo, Ohio 43615
419-539-9180 (Office)
419-539-9185 (Fax)
Email: mfrye@palmerenergy.com

Competitive Retail Natural Gas Service Affidavit

County of Lucas :

State of Ohio :

Melissa Purpura

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 and sales of hundred cubic feet of natural gas pursuant to Sections 4905.10(A), 4911.18(A), and 4929.23(B), Ohio Revised Code.
3. The applicant will timely pay any assessment made pursuant to Sections 4905.10 and 4911.18(A), Ohio Revised Code.
4. 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. 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. Applicant will comply with Section 4929.21, Ohio Revised Code, regarding consent to the jurisdiction of the Ohio courts and the service of process.
7. Applicant will comply with all state and/or federal rules and regulations concerning consumer protection, the environment, and advertising/promotions.
8. 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.
9. 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.

10. Affiant further sayeth naught.

Melissa Purpura, Raw Director
Signature of Affiant & Title

Sworn and subscribed before me this 10th day of August, 2020
Month Year

Kimberly J Vaculik
Signature of official administering oath

Kimberly J Vaculik
Print Name and Title

KIMBERLY J. VACULIK
Notary Public, State of Ohio
My Commission Expires **04-07-2024**

My commission expires on April 7, 2024

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

8/21/2020 10:24:14 AM

in

Case No(s). 02-1910-GA-GAG

Summary: In the Matter of the Application of City of Oregon