



DIS Case Number: 02-2554-GA-GAG

## 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: Village of Holland      Country: United States  
Phone: 419-865-      Extension (if applicable):      Street: 1245 Clarion Avenue  
7104  
Website (if any): www.hollandohio.com      City: Holland      Province/State: OH  
Postal Code: 43528

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

Paul Skaff  
1245 Clarion Avenue  
Holland, OH 43528  
US  
pskaff@perrysburglaw.com  
4198743536

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

Paul Skaff  
1245 Clarion Avenue  
Holland, OH 43528  
US  
pskaff@perrysburglaw.com  
4198743536

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

Phone: 419-874-3536      Extension (if applicable):      Country: United States  
Fax: 419-874-3899      Extension (if applicable):      Street: 353 Elm Street  
Email: pskaff@perrysburglaw.com      City: Perrysburg      Province/State: OH



**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

# **Exhibit B-1**

## **Authorizing Ordinance/Resolution**

### **Village of Holland**

## EXHIBIT A-2

## ORDINANCE NO. 6-2002

GRANTING AUTHORITY TO THE VILLAGE OF HOLLAND TO ESTABLISH A GOVERNMENTAL NATURAL GAS AGGREGATION PROGRAM WITH OPT-OUT PROVISIONS PURSUANT TO OHIO REVISED CODE SECTION 4929.26; DIRECTING THE LUCAS COUNTY BOARD OF ELECTIONS TO SUBMIT A BALLOT QUESTION TO THE ELECTORS OF THE VILLAGE OF HOLLAND; AUTHORIZING THE AMENDMENT OF THE NORTHWEST OHIO AGGREGATION COALITION AGREEMENT; AND DECLARING AN EMERGENCY.

WHEREAS, the Ohio General Assembly enacted House Bill 9 which authorizes governmental aggregation of natural gas supply services to ratepayers; and

WHEREAS, the legislation permits a municipality to act as an aggregator of the natural gas load of its citizens who have not selected a competitive supplier; and

WHEREAS, the aggregation of natural gas loads may enable Holland to obtain a favorable price for natural gas that will benefit its citizens; and

WHEREAS, it is necessary to submit the question of whether the Village of Holland shall automatically aggregate and purchase natural gas for customers within the Village of a vote of the electorate; and

WHEREAS, if the voters give authority to the Village of Holland to become an opt-out aggregator, the Village will adopt a plan of operation and governance and commence aggregation services in conjunction with the other communities of the Northwest Ohio Aggregation Coalition if it is determined that such steps are in the best interest of its citizens;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF HOLLAND, OHIO, THAT:

SECTION 1. That this Council declares its intention to act as an opt-out aggregator under which the Village will automatically aggregate, subject to opt-out procedures, the natural gas loads located within the Village limits pursuant to Ohio Revised Code §4929.26.

SECTION 2. That the Lucas County Board of Elections is directed to submit to the electors of the Village of Holland at the next primary election on May 7, 2002 the questions of whether or not the Village of Holland shall automatically aggregate and purchase natural gas for the retail loads within the Village pursuant to Ohio Revised Code §4929.26.

SECTION 3. That if a majority of electors of the Village of Holland approve the measure giving the Village authority to automatically aggregate and purchase natural gas for the retail loads within the Village pursuant to Ohio Revised Code §4929.26, then the Village shall prepare a plan of operation and governance and hold at least two (2) public hearings on the plan.

SECTION 4. That the government aggregation cooperation agreement with the Northwest Ohio Aggregation Coalition be amended to permit the establishment of a governmental gas aggregation program.

SECTION 5. That notice of the adoption of this Ordinance shall be given once by publishing the title of the Ordinance and abstract prepared and published in a newspaper of general circulation in the Village.

SECTION 6. That the Clerk-Treasurer is hereby directed to immediately certify a copy of this ordinance to the Lucas County Board of Elections.


SECTION 7. It is hereby found and determined that all formal actions of 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 any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements including Section 121.22 of the Revised Code of Ohio.

SECTION 8. This Ordinance is declared to be an emergency measure and shall be in force and effect from and after its passage. The reason for the emergency lies in the fact that the same is necessary for the immediate preservation of the public peace, health, safety and property and for the further reason of putting the natural gas aggregation issue before the voters at the next primary election.

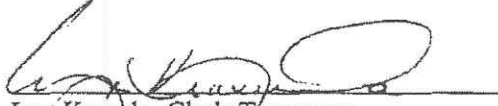
Vote on emergency measure: 6 Ayes 0 Nays 0 Abstain

Vote on passage: 6 Ayes 0 Nays 0 Abstain

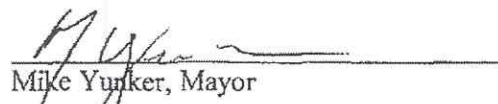
Passed this 5th day of February, 2002.

  
Lee Irons, President of Council

Attest:

  
Lyn Krasula, Clerk-Treasurer

Approved:

  
Mike Yunker, Mayor



# **Exhibit B-2**

## **Operation and Governance Plan**

### **Village of Holland**

August 3, 2001

# VILLAGE OF HOLLAND NATURAL GAS AGGREGATION PROGRAM

## PLAN OF OPERATION AND GOVERNANCE

For additional information contact:

Paul A. Skaff

LEATHERMAN, WITZLER, DOMBEY & HART

353 Elm St.

Perrysburg, OH 43551

Telephone: (419) 874-3536

Fax (419) 874-3899

paulskaff@justice.com



## **Purpose**

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

The Village of Holland Natural Gas Aggregation Program seeks to aggregate the retail natural gas loads of consumers located in the Village to obtain the lowest price for the supply and distribution of natural gas. Participation in the Village of Holland aggregation program is limited to individuals who do not already have an alternative supplier of natural gas.

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 Village shall follow the process of governmental aggregation as set out in Ohio Revised Code section 4929.26, as well as the rules proposed and eventually promulgated by the Public Utility Commission of Ohio (PUCO).

The prerequisites for a municipal corporation to automatically aggregate its residents are passage of an opt-out ordinance, adoption of a Plan of Operation, and approval by a majority of the voters. Under this opt-out format, only those natural gas consumers within the Village of Holland who are not receiving commodity sales service pursuant to a contract with a retail natural gas supplier will be eligible to be included in the governmental aggregation program.

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 supplier.

## **Holland's Aggregation Program**

Holland's aggregation program will be administered by the Department of Public Utilities. The Department of Public Utilities currently administers the electricity aggregation program, and the electricity and natural gas contracts for village facilities. The Department has expertise in the law and regulations applicable to the aggregation program and considerable experience in contracting with marketers for energy services.

The aggregation program is designed to reduce the amount consumers pay for natural gas. Holland will not buy and resell the natural gas for the participants of the program. Instead, Holland will competitively bid and negotiate a contract with a retail natural gas supplier to provide natural gas to the members of the aggregation program. This process may or may not require signing a memorandum of understanding with the company submitting the winning bid. Once the contract

price has been negotiated with the supplier, the natural gas supply contract will be submitted to Holland Village Council for approval.

Once the natural gas supply contract has been approved, the opt-out notice will be sent to each eligible customer disclosing offered price for natural gas along with any applicable contract terms. Customers will be advised in the notice that they may opt out of the program during the twenty-one day period following the mailing of the notification. Customers who opt out of the Village'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, an energy consultant, and the chosen retail natural gas supplier.

It is anticipated that Holland's natural gas aggregation program will be operated in cooperation with the surrounding communities in the Northwest Ohio Aggregation Coalition (NOAC). However, this Plan of Operation pertains only to the Village of Holland 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 our goal to have the chosen supplier absorb these fees into their offered rates.

### **Notification of customers**

Following the approval of the power supply contract by Holland Village Council, the opt-out notices will be mailed to all eligible consumers in Holland. The list of eligible participants will be obtained from Columbia Gas of Ohio as directed by House Bill 9.

The notice shall clearly inform customers of the offered rate, and that they have the right to opt out of the Holland 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 on the aggregation list. The chosen retail natural gas supplier will then set up the proper transfer of accounts with Columbia Gas.

### **Customer opt-out**

Customers may opt out of the Holland aggregation program at no charge within a twenty-one day period following the mailing of the notice containing the rates and terms of the aggregation program.



Customers who provide the required opt-out notice will remain customers of Columbia Gas. The twenty-one day period in which customers can opt out of the aggregation program without charge will be offered every two years.

### **Customer opt-in**

Customers who leave the Holland aggregation program or who move into the Village may opt into the City's aggregation program. The Village shall strive to provide the same natural gas price for those who subsequently opt in as those who were in from the beginning. New customers moving into or within the pool will be notified in accordance with applicable state law and PUCO rules.

### **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 chosen supplier will obtain a toll-free number for all customer related complaints.

### **Termination of natural gas supply program**

The natural gas supply program may be terminated upon the termination or expiration of the natural gas supply contract without any extension, renewal or subsequent supply contract being negotiated. Each individual customer receiving natural gas supply service under the Holland aggregation program will receive notification of the termination of the program prior to termination. In the event of termination, customers in the Holland aggregation program would default to Columbia Gas unless they choose an alternative supplier.

### **Rates**

The Department of Public Utilities shall receive proposals from retail natural gas suppliers using a competitive selection process. The request for proposals shall require the suppliers to offer a fixed price and a floating price. It is possible that they will only be offered a fixed price. However, if the decision is made to give the consumers the option of choosing between the fixed and floating prices, ample information will accompany the price to aid the consumer in deciding which option best suits their natural gas needs. This decision will be based on an analysis of the current and projected market status.

### **Billing**

Columbia Gas will continue to bill customers on behalf of itself and the retail natural gas supplier, using an itemized format approved by the PUCO.

The Village of Holland will not become involved in any payment delinquency issues and thus will not require any type of consumer credit or deposit. If Village of Holland'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 Village 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 Village 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**

Potential participants can receive more information about the program or Copies of this plan from The Village of Holland, free of charge by calling 419-865-7104.

### **Consumer Right to Contact PUCO and Ohio Consumers Counsel.**

Any natural gas customer, including any participant in the Village's 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.

# **Exhibit B-3**

## **Automatic Aggregation Disclosure**

### **Opt – Out Notice**

#### **Village of Holland**





The Northwest Ohio Aggregation Coalition Community Pricing: NYMEX + \$0.105/CCF  
Columbia Gas SCO Supplier Gas Pricing: NYMEX + \$0.107/CCF  
October 26, 2020

**DO NOT DISCARD:**  
Important Natural Gas Aggregation  
Information Enclosed.

Dear Natural Gas Consumer,

You are receiving this letter and pricing offer as an eligible participant in the Northwest Ohio Aggregation Coalition (NOAC) from Volunteer Energy, the current supplier to the NOAC 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 January 2021 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 November 16, 2020 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](http://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 January 2021 through May 2021 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.

### 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.





## ENERGY SUPPLY TERMS AND CONDITIONS

KEEP FOR YOUR RECORDS

UTILITY ..... Columbia Gas of Ohio  
RATE PLAN ..... NOAC Governmental Aggregation Rate  
INITIAL PRICE & TERMS ..... NYMEX plus \$0.105 per Ccf January 2021 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 January 2021 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 January 2021 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](mailto: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) business days of the post mark date of the confirmation notice from Columbus Gas of Ohio. After the initial seven (7) business 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.

**Change In Law:** In the event that there is a change (including a change in interpretation) in law, administrative regulation, rule, filed tariff (in effect at the start of the Initial Term, not pending and disputed), regulatory design, market or transportation design or structure, ordinance, order, judicial decision, or statute, including, without limitation, changes in utility tariffs and pipeline protocols, or any fees or costs, including any charged by pipelines or utility, or the commencement of enforcement of a change in law or administrative regulation, and such results in VESI incurring additional costs and expenses in providing your natural gas service under this Contract, such additional costs and expenses will be your responsibility and will be assessed in your rate, charges and fees for natural gas service, notwithstanding the type of product you elected.

**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](http://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



**Exhibit B-4**

**Experience**

**Village of Holland**

## **Experience**

Village of Holland officials are experienced in negotiating and providing for common services for the Village. However, due to the complexity of Governmental Aggregation, the Village 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.

Village of Holland 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 Village to call for information during the 21-day enrollment and opt out period for the Village'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 natural gas distribution utility, Columbia Gas (COH), and the billing process will be coordinated with Columbia Gas by the selected supplier, for the Aggregation Group, Palmer Energy will offer assistance as needed on behalf of the Village.
- 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](mailto:mfrye@palmerenergy.com)**



# Competitive Retail Natural Gas Service Affidavit

County of Wood :

State of Ohio :

Paul Skaff, Affiant, being duly sworn/affirmed, hereby states that:

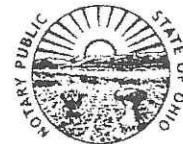
1. The information provided within the certification or certification renewal application and supporting information is complete, true, and accurate to the best knowledge of affiant, and that it will amend its application while it is pending if any substantial changes occur regarding the information 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.

Paul Skaff, Solicitor  
Signature of Affiant & Title

Sworn and subscribed before me this 29<sup>th</sup> day of October, 2020  
Month Year

Dorothy J. Lenfestey  
Signature of official administering oath

Dorothy J. Lenfestey  
Print Name and Title



DOROTHY J. LENFESTEY  
Notary Public  
State of Ohio  
My Comm. Expires  
October 26, 2024

My commission expires on \_\_\_\_\_

**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

**11/12/2020 11:59:12 AM**

**in**

**Case No(s). 02-2554-GA-GAG**

Summary: In the Matter of the Application of Village of Holland