

DIS Case Number: 04-0042-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: Board of Trustees of Lake Township (Wood County)	Country: United States
Phone: 419-838-6535	Street: 110 W. Second Street
Website (if any): www.laketwp.com	City: Perrysburg Province/State: OH
	Postal Code: 43551

A-2. Contact person for regulatory matters

Phil Dombey
27975 Cummings Rd
Millbury, OH 43447
US
pdombey@perrysburgattorney.com
4198386535

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

Phil Dombey
27975 Cummings Rd
Millbury, OH 43447
US
pdombey@perrysburgattorney.com
4198386535

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

Phone: 419-838-6535	Extension (if applicable):	Country: United States
Fax: 419-838-6732	Extension (if applicable):	Street: 110 W. Second Street



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

Competitive Retail Natural Gas Service Affidavit

County of Wood :

State of Ohio :

Philip L. Donkey, Affiant, being duly sworn/affirmed, hereby states that:

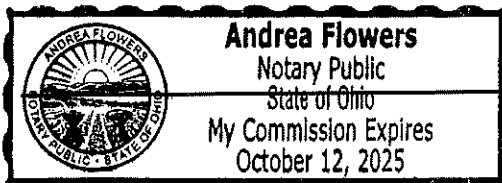
1. The information provided within the certification or certification renewal application and supporting information is complete, true, and accurate to the best knowledge of affiant, and that it will amend its application while it is pending if any substantial changes occur regarding the information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

Philip L. Donkey, Land Director
Signature of Affiant & Title

Sworn and subscribed before me this 13th day of October, 2021
Month Year

Andrea Flowers
Signature of official administering oath

Andrea Flowers, Program mgr
Print Name and Title



My commission expires on October 12, 2025

Lake Township

Exhibit B-1

Authorizing Ordinance/Resolution

Resolution 112-03

Ms. Bowen-Horton moved to adopt Resolution 112-03:

Whereas: the Ohio General Assembly enacted House Bill 9 which authorizes governmental aggregation of natural gas supply services to rate payers; and

Whereas: the legislation permits a township 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 Lake Township to obtain a favorable price for natural gas that will benefit its citizens; and

Whereas: it is necessary to submit the question of whether Lake Township shall automatically aggregate and purchase natural gas for customers within the township to a vote of the electorate; and

Whereas: if voters give authority to Lake Township to become an opt-out aggregator, Lake Township will adopt a plan of operation and governance and commercial aggregation services and may do so in conjunction jointly with any other municipal corporation, township, county, or other political subdivision, as permitted by law; so

Now, Therefore, be it resolved, by the Board of Trustees of Lake Township, that:

Section 1. That the Lake Township Board of Trustees declares its intention to act as an opt-out aggregator under which Lake Township will automatically aggregate, subject to opt-out procedures, the natural gas loads located within the unincorporated areas of township limits pursuant to Ohio Revised Code Section 4929-26. Lake Township may exercise such authority jointly with any other municipal corporation, township, county or other political subdivision to the full extent permitted by law.

Section 2. That the Wood County Board of Elections is directed to submit to the electors of Lake Township at the next general election on November 4, 2003, the question of whether or not Lake Township shall automatically aggregate and purchase natural gas for the retail loads within the unincorporated areas of the Township pursuant to Ohio Revised Code Section 4929.26 pursuant to the following drafted language or similar language acceptable to the Wood County Board of Elections, thereto:

Shall Lake Township have the authority to aggregate the competitive retail natural gas service for the retail natural gas loads that are located within Lake Township and for that purpose, to enter into

service agreements to facilitate the sale and purchase of the service for the retail natural gas loads, such aggregation to occur automatically except where any person elects to opt- out, all in accordance with Section 4929.26 of the Ohio Revised Code.

Section 3. That if a majority of electors of Lake Township approve the measure giving the Board of Trustees authority to automatically aggregate and purchase natural gas for the retail loads within the Township pursuant to Ohio Revised Code Section 4929.26, then Lake Township shall prepare a plan of operation and governance and hold at least two (2) 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 Township.


Section 4. That the Lake Township Clerk is hereby directed to immediately certify a copy of this Resolution to the Wood County Board of Elections.

Section 5. It is hereby found and determined that all formal actions of the Board of Trustees concerning and relating to the passage of this Resolution were adopted in an open meeting of this Board and that all deliberations of this Board were in meetings open to the public, in compliance with all legal requirements.

Seconded by Mr. Welling.

Roll call: Sims - Yes, Welling - Yes, Bowen-Horton - Yes.

I, RAY L. McLARGIN, CLERK OF LAKE TOWNSHIP, WOOD COUNTY, OHIO CERTIFY THE FOREGOING RESOLUTION #112-03 AS TAKEN AND COPIED FROM THE RECORD OF PROCEEDINGS OF THE LAKE TOWNSHIP, WOOD COUNTY, OHIO REGULAR MEETING OF JULY 15, 2003 AND THIS HAS BEEN COMPARED BY ME WITH THE RESOLUTIONS ON RECORD AND IS A TRUE COPY.


RAY L. McLARGIN CLERK
1-6-04

Lake Township

Exhibit B-2

Operation and Governance Plan

Exhibit A-3

Lake G-181

LAKE TOWNSHIP

PLAN OF OPERATION AND GOVERNANCE FOR NATURAL GAS AGGREGATION

**ADOPTED BY
LAKE TOWNSHIP BOARD OF TRUSTEES
Date: December 29, 2003**

OVERVIEW

At the November 4, 2003 general election, local residents authorized the Lake Township Board of Trustees ("Board") to create an opt-out Natural Gas Aggregation Program ("Aggregation Program") for the unincorporated areas of Lake Township ("Township") in compliance with Section 4929.26 of the Ohio Revised Code. Under the opt-out Natural Gas Aggregation Program, all eligible natural gas consumers within the unincorporated areas of the Township will be automatically included in the Aggregation Program initially. However, all consumers will also be given the opportunity to opt-out or decline participation in the Aggregation Program as set out below in more detail.

The Township's purpose in creating the Aggregation Program is to represent local consumer interests in emerging competitive natural gas markets by aggregating natural gas loads within the unincorporated areas of the Township (including township facilities) and negotiating more affordable natural gas supplies and other related services on behalf of local consumers. The Township may pursue this purpose individually or in cooperation with other governmental entities.

Many small commercial and residential natural gas consumers lack the leverage to effectively negotiate natural gas supply rates and services. A governmental aggregation program provides them with an option for professional representation and the bargaining power of a larger, more diverse consumer group that may be more attractive to suppliers, allowing them to effectively participate in the competitive process and achieve benefits.

1. Description of Services

The Township will not buy and resell natural gas, but will represent collective consumer interests to set terms and conditions for service. Through a competitive selection process, the Township will develop and negotiate a contract with a CRNGS Provider or Providers. The contract will contain mutually agreeable price terms for natural gas supplies and other related services. The Township may pursue this purpose individually or in cooperation with other governmental entities. It is contemplated that the Township may join with the Northwest Ohio Aggregation Coalition (NOAC) who uses a professional energy consultant to develop and administer its program. In order to identify the natural gas supplier, the Township may bid, seek requests for proposal, or take other competitive measures suited to current market conditions. The Township may also seek to be added to existing and proposed NOAC contracts. The Township also reserves the right to enter into contracts with other governmental entities other than NOAC or to act solely on its own. Once the contract has been finalized, it will be submitted to the Lake Township Board of Trustees for approval.

The Aggregation Program covers the natural gas supply portion only of a participant's natural gas bill. Columbia Gas of Ohio ("CGO") will continue to deliver natural gas to Aggregation Program participants' homes and businesses through its natural gas distribution system as a monopoly function regulated by the Public Utilities Commission of Ohio ("PUCO"). CGO will also continue to install, operate and maintain its system of pipelines, Rights of Way, meters and other natural gas distribution components. Aggregation Program participants should continue to call CGO if their

natural gas is interrupted or if they have billing questions. The PUCO will continue to oversee CGO natural gas safety and reliability service standards.

Oversight and development of the Aggregation Program will be the responsibility of the Administrative Service Director with the advice of the Township Solicitor. The Administrative Service Director shall report to the Township Board of Trustees, keep the Board of Trustees fully advised, and submit for its approval all contracts and plans for approval.

Due to the complexity of the natural gas utility industry and the uncertainties of its associated restructuring activities, it is contemplated that the Township may join NOAC who uses a professional energy consultant. The Township may reach an agreement with NOAC or with another consultant or consultants to provide the necessary expertise to represent the Township's interest in legislative and regulatory matters and/or to serve as the Aggregation Program Manager. Such services may include, but are not limited to, facilitating consumer enrollment and opt-out, assisting with consumer education, addressing consumer questions and concerns, providing reports on program operation, enrollment and savings, negotiating future CRNGS Provider contracts, and representing the Township in dealings with CRNGS Providers, CGO, the Ohio Legislature, the PUCO and the Ohio Consumer's Counsel ("OCC").

The CRNGS Provider will provide a local or toll free telephone number for participant questions and concerns about enrollment, opt-out provisions, billing and other Aggregation Program issues.

The CRNGS Provider will develop internal controls and processes to help ensure that the Township remains in good standing as a governmental aggregator that complies with all laws, rules and regulations regarding the same as they may be periodically amended.

All Aggregation Program participants shall enjoy the protections of law afforded to consumers as they currently exist or as they may be amended from time to time. These include rights to question billings or service quality or service practices. All program participants shall also enjoy the individual right to decline participation in the Aggregation Program subject to the terms and conditions contained herein.

All Aggregation Program participants will be treated equitably. They will be guaranteed the right to raise and resolve disputes with the CRNGS Provider, be provided all required notices and information; and always retain the right to opt-out of the Aggregation Program or switch suppliers subject to the terms and conditions contained herein.

All consumers within the Township's unincorporated areas shall be eligible to participate in the Aggregation Program subject to the terms and conditions described herein, Ohio law, PUCO rules and regulation governing natural gas service, and CGO approved tariffs.

Service under the Aggregation Program shall include all eligible customer classes in adherence with universal service principles and requirements, and the traditional non-discriminatory practices of local government. The Township will seek to include in CRNGS Provider contract provisions to maintain these principles and equitable treatment of all customer classes.

Low-income consumers shall remain subject to all provisions of Ohio law and PUCO rules and regulations as they may be amended from time to time regarding their rights to return to CGO General Service and participation in the Aggregation Program.

The Township developed this Plan of Operation and Governance in compliance with Ohio law regarding opt-out aggregation of natural gas consumers, including two public hearings prior to its adoption.

The Lake Township Board of Trustees shall approve through resolution the Aggregation Program's Plan of Operation and Governance in accordance with Ohio Revised Code Section 4929.26. Amendments to the Plan of Operation and Governance may be subject to Lake Township Board of Trustees approval and filing with the PUCO.

After adoption of the Plan of Operation and Governance, the Township will file with the PUCO for governmental aggregator certification and also register as a governmental aggregator with CGO.

Aggregation Program participants are subject to the same standards and responsibilities as other natural gas consumers, including payment of billings and access to metering and other equipment necessary to carry out utility operations.

The Aggregation Program may be discontinued upon the termination or expiration of the CRNGS Provider contract without any extension, renewal or subsequent contract being executed. In the event of Aggregation Program termination, each participant will receive notification at least sixty (60) days prior to such program termination and could return to CGO General Service Rate or select another approved CRNGS Provider.

2. Determination of Rates

The Township will not buy and resell natural gas to Aggregation Program participants. The Township will aggregate natural gas loads within the Township's unincorporated areas including Township facilities. Through a competitive selection process, the Township will develop and negotiate a contract with a CRNGS Provider or Providers. The contract will contain mutually agreeable price terms for reliable natural gas supplies and other related services. The Township may pursue this purpose individually or in cooperation with other governmental entities. It is contemplated that the Township may join with the Northwest Ohio Aggregation Coalition (NOAC) who uses a professional energy consultant to develop and administer its program. The Township may seek to be added to existing and proposed NOAC contracts for natural gas and related services, but also reserves the right to enter into contracts on its own or with other governmental entities. Once the contract has been finalized, it will be submitted to the Lake Township Board of Trustees for approval. Contracts will be monitored by the Township on behalf of consumers.

CRNGS Providers will supply information on natural gas supply charges by CGO customer rate classification or other appropriate pricing category as approved by the Township. All natural gas supply charges will be fully and prominently disclosed in consumer enrollment materials and will be subject to approval by the Lake Township Board of Trustees.

The Township will contract only with a CRNGS Provider or Providers that meet at a minimum the following criteria:

- Certified CRNGS Provider by the PUCO;
- Registered with CGO;
- Have a service agreement under CGO Gas Transportation Service Tariff;
- Successfully completed Electronic Data Interchange (EDI) computer system testing with CGO and that CRNGS Provider's EDI computer system is capable of effectively processing Aggregation Program EDI transactions in a timely manner;
- Meet standards of creditworthiness established by the Township;
- Have a customer call center capable of effectively handling participants' questions, concerns and disputes in a timely manner using a toll-free telephone number;
- Hold the Township harmless from any financial obligations arising from offering natural gas and/or energy-related services to Aggregation Program participants.

The CRNGS Provider's contract will run for a fixed term (i.e., one to five years) and contain all pricing, charges, switching fees, etc. in clear and understandable terms.

It is the Township's goal that The CRNGS Provider's rates will include an administrative fee, which shall (if implemented) be collected on behalf of the Township to fund the implementation and administration of the Township's Aggregation Program. The administrative fee will be adjusted annually to cover the Township's cost of administering the program.

CGO assigns customer rate classifications, character of service and associated regulated rates subject to PUCO approved tariffs. In addition to the CRNGS Provider's gas service charges, consumers will continue to be billed for CGO service and delivery charges. Although the Township may participate in regulatory proceedings and represent the interests of consumers regarding these regulated rates, it cannot assign or alter customer rate classifications.

3. Plan for Providing Opt-out Notice

Initially, each eligible consumer within the Township's unincorporated areas will be automatically included in the Aggregation Program. However, prior to actual enrollment each consumer will receive a notice from the Township detailing the Aggregation Program's rates, terms and conditions.

Each consumer will then have a 21-day period to opt-out of or decline to participate in the Aggregation Program without charge. Consumers opting out of the program will remain on Columbia Gas of Ohio's (CGO) established tariff rates until such time as they select an approved CRNGS Provider. A similar opt-out period will be offered every two years during which time consumers can leave the Aggregation Program without paying a switching fee.

4. Process for Determining the Pool of Customers

After contract approval by the Lake Township Board of Trustees, the CRNGS Provider will work with the Township and CGO to identify all eligible consumers within the Township's unincorporated areas.

All eligible consumers will be notified of the rates, charges and other terms and conditions of participation in the Aggregation Program and that they will be automatically enrolled in the Aggregation Program unless they "opt-out" or decline participation in the program. Consumers will be given a 21-day period in which to notify the Township that they wish to opt-out or decline participation in the Aggregation Program.

After the initial 21-day opt-out period has elapsed, all eligible consumers who have not notified the Township of their desire to opt out of the Aggregation Program will be enrolled by the CRNGS Provider at the earliest date practicable.

Consumers enrolled in the Aggregation Program by the CRNGS Provider will receive a letter from CGO notifying them of their enrollment. Consumers will have a recession period of seven (7) calendar days to notify CGO of any objection to their enrollment in the Aggregation Program. CGO will notify the CRNGS Provider of consumer objections or any reason that a consumer was not enrolled in the Aggregation Program.

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

- Are not currently buying gas from another supplier;
- Are up to date with their bill payments;
- Have not opted out of the program;
- Currently have service with CGO;
- Are classified as non-mercantile;
- Have not exercised their right of rescission, or;
- Are not on the Percentage of Income Payment Plan (PIPP).

New members may opt into the Program upon contract expiration with an alternate supplier. These members will need to contact the CRNGS Provider for enrollment information. The CRNGS Provider has a right of refusal in accordance with criteria described in this plan.

The CRNGS Provider will build and maintain a database of all Aggregation Program participants. The database will include the name, address and CGO account number and may include other pertinent information as agreed upon by the Township and the CRNGS Provider. Such information may include the CRNGS Provider's account number (if different from CGO account number), rate code, rider code (if applicable), most recent 12 months of natural gas consumption, and meter reading cycle. The Aggregation Program database will be updated at least quarterly. The Township will have the right to access information in the database for purposes of auditing.

The CRNGS Provider will report to the Township the status of the Aggregation Program enrollment on at least a monthly basis.

Participants who wish to leave the Aggregation Program may do so:

- During the initial 21-day opt-out period;
- During the seven day rescission period;
- During subsequent opt-out period offered by the Township at least every two years;
- At any other time; however an early termination fee may be assessed.

In addition to the initial 21-day opt-out period described above, each participant will be given an opportunity to opt-out of the Aggregation Program every two years without paying a switching fee. Consumers who choose to opt out of the Aggregation Program at any time other than during the initial 21-day opt-out period or during subsequent opt-out periods offered by the Township may be subject to a switching fee.

Any consumer who opts out of the Aggregation Program will be returned to CGO established tariff rates until such time as the consumer selects another approved CRNGS Provider.

5. Customer Billing Procedures

The Township plans to utilize CGO consolidated billing service in which each consumer account receives one bill itemizing the CRNGS Provider's natural gas supply charges and CGO delivery, transition and other PUCO-approved charges. The billing statement will be consistent with applicable PUCO rules and regulations. The Township will consider other billing options, including CRNGS Provider consolidated billing, if and when they become available and if it appears advantageous to do so.

6. Credit and Deposit Policies

Collection, credit and deposit procedures remain the responsibility of the Local Utility, the selected supplier and the individual member. Members are required to remit and comply with the payment terms of the local utility. This program will not be responsible for late or no payment on the part of any of its members. The Township will have no separate credit or deposit policy.

7. Governmental Aggregator's Customer Service Procedures and Dispute Resolution

The Aggregation Program only impacts the source of natural gas supply. CGO will continue to deliver the natural gas purchased through the Aggregation Program to participants' homes and businesses through its natural gas distribution system. Participants with questions or concerns regarding service delivery or safety, such as a natural gas outage or odor of gas should continue to contact CGO at 800-344-4077. Meter reading or other billing questions should also be directed to CGO at the same number. Questions regarding Aggregation Program enrollment or opting out

should be directed to the CRNGS Provider. General questions and concerns should be directed to the office of the Administrative Service Director, Lake Township, 419-838-6536. Disputes unresolved by the aforementioned parties, should be directed to either the Ohio Consumer's Counsel or the Public Utilities Commission of Ohio. The following table gives toll-free telephone numbers for use by consumers.

QUESTIONS OR CONCERNS	CONTACT	TELEPHONE NUMBER
Natural gas outage or interruption	Columbia Gas of Ohio, Inc.	800-344-4077
Turn natural gas on or off	Columbia Gas Of Ohio, Inc.	800-344-4077
Meter reading/billing	Columbia Gas of Ohio, Inc.	800-344-4077
To enroll in or opt-out of Aggregation Program	CRNS Provider	800*****
Aggregation Program Questions or Concerns	Lake Township Administrative Services	419-838-6536
Unresolved Disputes (Residential Customers)	Ohio Consumer's Counsel	877-742-5622 occ@occ.state.oh.us
Unresolved Disputes (All Customers)	Public Utilities Commission of Ohio	800-686-7826 (voice) 800-686-1570 (TDD)

8. Members Moving Into/Within the Aggregation (New Account Number)

Consumers who move into the Township after the initial opt-out period will be not be automatically included in the Program, but will be afforded an opportunity to enroll. However, the Township cannot guarantee that the rates, terms and conditions to consumers enrolling in the Aggregation Program after the initial 21-day opt-out period will match those of the initial enrollees.

The same rule will apply to participants who move within the Township after the initial opt-out period, if they are given a new account number by CGO. That is, they will not be automatically included in the Program, but will be given an opportunity to re-enroll under a new set of rates, terms and conditions.

9. Members Moving Within the Aggregation (Same Account Number)

Participants who relocate within the Township limits and retain the same CGO account number, will be allowed to continue in the Aggregation Program at their new location under the same terms and conditions as at their former location, subject to any switching fees imposed by CGO.

10. Joining the Program at a Later Date (Opting-In)

Residents of the Township who initially choose 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 Township cannot guarantee that rates, terms and conditions to consumers enrolling in the Aggregation Program after the initial 21-day opt-out period will match those of the initial enrollees.

11. Liability

Lake Township shall not be liable to participants in the Aggregation Program for any claims, however styled, arising out of the Aggregation Program or the provision of Aggregation services by Lake Township or the Provider. Participants in the Aggregation Program shall assert any such claims solely against the Provider pursuant to the Natural Gas Supply Agreement, under which such participants are express third-party beneficiaries.

12. Copies of Plan

Copies of this Plan are available from Lake Township free of charge. Call Lake Township at (419) 838-6536 for a copy or for more information.

13. Consumer Right to Contact PUCO

Any natural gas customer, including any participant in Lake Township'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.

DEFINITIONS

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

Aggregation

Combining the natural gas loads of multiple customers for the purposes of supplying or arranging for the supply of competitive retail natural gas service to those customers.

Aggregation Program Manager

The person or entity designated by the Township to oversee the operation and management of the Lake Township's Natural Gas Aggregation Program.

Competitive Retail Natural Gas Service (CRNGS)

A component of retail natural gas service deemed competitive under the Ohio Revised Code or pursuant to an order of the PUCO. This includes but is not limited to the services provided by competitive retail natural gas service providers, natural gas marketers, aggregators and governmental aggregators.

Competitive Retail Natural Gas Service Provider (CRNGS Provider)

A person or entity certified by the PUCO and registered with CGO who supplies or offers to supply a competitive retail natural gas service over the CGO natural gas distribution system. This term does not apply to CGO in its provision of standard offer natural gas service.

Consumer

Any person or entity that is an end user of natural gas and is connected to any part of CGO natural gas distribution system within Lake Township's unincorporated areas.

Delivery Charge

Charge imposed by CGO for delivering natural gas to a consumer's home or business. The charge includes meter reading, billing, transition costs, maintaining natural gas system reliability and responding during emergencies and outages (also called the distribution charge).

Distribution

Delivery of natural gas to a home or business through CGO owned pipelines, meters and other equipment. CGO distribution system operations will remain regulated by the PUCO.

Governmental Aggregator

An incorporated village or city, township or county acting as an aggregator for the provision of a CRNGS under authority conferred under Section 4928.20 of the Ohio Revised Code.

Mercantile Customer

A customer that consumes, other than for residential use, more than five hundred thousand cubic feet of natural gas per year at a single location within the state; or a customer that has three or more locations within the state that consume natural gas, other than for residential use.

Natural Gas Related Service

Service directly related to the consumption of natural gas at a consumer's home or business. This may include, but is not limited to, the installation of metering, remote reading indices, regulation; the maintenance, repair or replacement of appliances and other energy-consuming devices at a consumer's premises, and the provision of energy consumption measurement and billing services.

Natural gas Supply Charge

All charges related to the acquisition of natural gas by the CRNGS Provider, and its delivery to the Township's distribution system.

Ohio Consumers' Counsel (OCC)

The Ohio Consumers' Counsel (OCC), established by the Ohio Legislature in 1976, represents the interests of Ohio's four million residential utility customers served by investor-owned utilities in proceedings before the PUCO, other regulatory agencies and in the courts. The OCC also educates consumers about utility issues and resolves complaints individuals have with investor-owned utility companies.

Participant

A consumer enrolled in Lake Township's Natural gas Aggregation Program.

Public Utilities Commission of Ohio (PUCO)

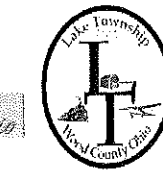
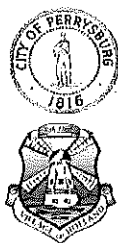
The state agency charged with assuring all consumers (residential commercial and industrial) served by investor-owned utilities have access to adequate, safe, and reliable utility services at fair prices. The PUCO regulates a wide variety of investor-owned utilities, including natural gas, electricity, pipeline, heating/cooling, local telephone, long distance telephone, waterworks, wastewater, railroad, household goods carriers, water transportation, hazardous materials carriers, and commercial transportation carriers.

Lake Township

Exhibit B-3

**Automatic Aggregation
Disclosure**

Opt – Out Notice



DO NOT DISCARD:
Important Natural Gas Aggregation
Information Enclosed

This notification is in regards
to your gas service at:



<<FULLNAME>>
<<MAILLINE1(1)>>
<<MAILLINE2(1)>>
<<MAILCITY(1)>>, <<MAILSTATE(1)>> <<MAILZIP(1)>>

<<SERVLINE1(1)>>
<<SERVLINE2(1)>>
<<SERVCITY(1)>>, <<SERVSTATE(1)>> <<SERVZIP(1)>>

September 7, 2021

Dear <<FULLNAME>>,

Voters of each Northwest Ohio Aggregation Coalition (NOAC) community authorized the creation of a gas aggregation 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. Your community has selected Constellation NewEnergy-Gas Division, LLC ("Constellation") as the program supplier. Constellation will provide a program that offers a variable price calculated monthly using the Nymex last day settle price + \$0.158/Ccf beginning with your October or November 2021 meter read cycle through your April 2022 meter read cycle (May 2022 billing cycle).

You're Automatically Enrolled

There is no cost to enroll. Enrollment is automatic for those who are eligible, but participation is voluntary. You may opt-out of this program without penalty at any time for any reason by providing notice to Constellation. To learn more about the program, please see the enclosed General Terms and Conditions and the FAQs.

How To Opt-Out

You don't need to do anything to get this new rate; however, if you do not want to be automatically enrolled in the aggregation program, please respond with one of the options below by September 28, 2021:

1. **Mail:** Return the form below in the pre-addressed stamped envelope
2. **Phone:** Call Constellation at 833-930-3165
3. **Web:** Visit www.constellation.com/oh-noac

About the Program

- NOAC negotiated a rate of NYMEX plus \$0.158 per Ccf for your November 2021 through May 2022 billing cycles.
- Columbia Gas SCO Pricing: NYMEX plus \$0.170 per Ccf through March 2022.

Columbia Gas is still your utility and will continue to provide monthly billing and service.

- You will still contact Columbia Gas for all service calls and emergencies.
- Budget billing and auto payment are still available from Columbia Gas.
- Call Constellation 24 hours a day, 7 days a week at 833-930-3165 if you have questions about the program.

We look forward to providing this program.
Sincerely,

Kevin Klages
SVP Mass Markets
Constellation

The rate provided will NOT include taxes, Columbia Gas distribution or other Columbia Gas fees, charges or credits. If you are already enrolled with another natural gas supplier, a cancellation fee may apply to end your agreement with that supplier. The General Terms and Conditions govern your participation in the Program. Please do not contact the community. If you have additional questions about this offer, contact Constellation. Ohio Supplier License #09-1536.



<<FULLNAME>>
<<MAILLINE1(1)>>
<<MAILLINE2(1)>>
<<MAILCITY(1)>>, <<MAILSTATE(1)>> <<MAILZIP(1)>>



Constellation.
An Exelon Company

I do not want to participate in the NOAC Natural Gas Aggregation Program.

Phone Number ☐ Cell ☐ Work ☐ Home

Service Address:

<<SERVLINE1(1)>>
<<SERVLINE2(1)>>
<<SERVCITY(1)>>, <<SERVSTATE(1)>> <<SERVZIP(1)>>

<<2DBARCODETEXT(1)>>

<<CODE>>

Opt-Out Code

Columbia Gas Account Number

Signature

Date

GENERAL TERMS AND CONDITIONS

Generally the words "you" and "your" refer to the Customer and the words "we" and "us" refer to Constellation, unless the context clearly requires otherwise.

1. Purchase and Sale of Natural Gas. If you do not "opt-out" by September 28, 2021 pursuant to these General Terms and Conditions (the "Agreement"), you will purchase from us on an exclusive basis, and we will take all reasonable action to supply or cause to be supplied, all of your natural gas requirements at the price and for your accounts ("Account(s)"). Pursuant to the Agreement, you authorize us to (i) enroll your Account(s) with your Utility so that we can supply the Account(s), (ii) aggregate your Account(s) with those of other customers of Constellation or its affiliates, (iii) request and receive usage and other information from your Utility with respect to the Account(s) and (iv) enter into agreements with your Utility as necessary under the Utility's tariff to facilitate supply of the Account(s). You agree to cooperate with Constellation to ensure enrollment of your Account(s) in a timely manner. You give us the authority to choose the source of your natural gas supply. Your Utility will continue to deliver your natural gas and provide billing and other services to you. You acknowledge that such transportation service is subject to regulations set forth in your Utility's tariff. Supply of natural gas under this Agreement is conditioned upon (1) our verification of the accuracy of all information that you provide to us, including information regarding your natural gas usage and the Account(s) and (2) acceptance of enrollment of your Account(s) by the Utility.

2. Term. This term of the Agreement is effective when enrollment occurs with the Utility with Constellation as your natural gas supplier, subject to your rescission right set forth under "Customer's Rescission Right" below. Subject to successful enrollment of your Account(s), we will supply the Account(s) with natural gas from the first regularly scheduled Utility meter read date after your Utility switches you to Constellation ("Start Date"), which we estimate will be in the month of October 2021 (October meter reads) (November 2021 billing cycle). We will supply your Account(s) through the month of April 2022 (May 2022 billing cycle). If the Lake Township Natural Gas Pricing Program continues beyond April 2022 (May 2022 billing cycle) with Constellation as the supplier, Constellation will send you a notice of renewal including, but not limited to, notice of the new Lake Township Natural Gas Pricing Program, notice of your right to opt-out of the Lake Township Natural Gas Pricing Program, and any other changes. The opt-out mailing shall include a provision for return of a post card or similar notice to Constellation, to be returned no later than twenty-one (21) days from the post-marked date, and receipt of the opt-out mailing post-marked before the opt-out deadline has elapsed shall count as timely sent. You are entitled to opt-out of Lake Township Natural Gas Pricing Program at least every two years from the Start Date of the Lake Township Natural Gas Pricing Program, without a penalty. If for any reason you do not wish to continue, you may cancel this Agreement as provided in Section 4 below. If you do not cancel, this Agreement will renew, and any changes to the General Terms and Conditions will become effective for the term provided in the renewal notice.

3. Price. Through April 2022 (May 2022 billing cycle), your price will be the NYMEX settlement price on the last day of trading for the applicable billing month plus an "Adder" of \$0.158 per Ccf. **IN THIS PROGRAM, YOU HEREBY APPOINT THE LAKE TOWNSHIP AS YOUR AGENT FOR NATURAL GAS SUPPLY PRICING DECISIONS AND AGREE THAT LAKE TOWNSHIP HAS THE EXCLUSIVE RIGHT TO MAKE NATURAL GAS SUPPLY PRICING DECISIONS ON YOUR BEHALF WHILE THIS AGREEMENT REMAINS IN EFFECT.**

Note: The fixed or variable price includes (i) all related interstate pipeline charges required to deliver gas to the Delivery Point, plus (ii) administrative costs and fees. In addition to the fixed or variable price, you will also pay the Utility's service charges.

4. Termination. You may terminate this Agreement without penalty at any time for any reason by providing notice to Constellation. Please note that once enrolled, it may take one to two billing cycles beyond the current billing cycle for the cancellation to be effective, as the effective date of all cancellations are subject to your Utility's guidelines. Should you fail to pay any Utility invoice or fail to meet any agreed-upon payment arrangement, your service and this Agreement may be automatically terminated in accordance with the Utility's tariffs. In addition, this Agreement will terminate if (i) the requested service location is not served by the Utility, (ii) you move outside the Utility's service area or to an area not served by Constellation, (iii) we return you to the Utility's sales service pursuant to any termination of this agreement by us, or (iv) you cancel your enrollment with us pursuant to your rescission right provided below. You may terminate this Agreement without penalty if you relocate outside the service territory of the Utility.

5. Customer's Rescission Right. Upon processing your enrollment, the Utility will send you a confirmation letter, which is notice of the transfer of your supply to Constellation. You have a seven (7) business day period from the postmark date of the Utility's confirmation letter during which time you may cancel your enrollment, without penalty, by calling the Utility's toll-free number provided in the confirmation letter or by providing written notice to the Utility, which will be effective as of the postmark date.

6. Your Invoice. You will be invoiced by the Utility monthly for all charges applicable to your natural gas usage, including the rates set forth herein, applicable Taxes (which are passed through to you) and all applicable Utility customer charges and franchise fees. You authorize us to act as your payment agent if deemed necessary by us to facilitate consolidated billing. You have the right to request up to twenty-four (24) months of your payment history for services rendered by Constellation without charge.

7. Switching. The Utility may charge a switching fee in accordance with its tariff when you change your natural gas supplier to Constellation. If the Utility charges a switching fee when you change your natural gas supplier to Constellation in accordance with this Agreement, Constellation agrees to pay such switching fee. Constellation will not separately charge a switching fee. If you voluntarily return to the Utility after switching to a competitive supplier, you may be charged a price other than the Utility's regulated sales service rate.

8. Customer Service. For questions or complaints about our services, contact us at our Customer Care department by calling toll-free (833) 930-3165, 24 hours a day, seven days a week, by e-mail at VST@constellation.com, online at www.constellation.com, or in writing at Constellation NewEnergy – Gas Division, LLC, 1716 Lawrence Drive, De Pere WI, 54115. If your complaint is not resolved after you have called Constellation, or for general utility information, you may contact the Public Utilities Commission of Ohio (“PUCO”) for assistance at (800) 686-7826 (toll free) or for TTY at (800) 686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.puco.ohio.gov. Residential customers may also contact the Ohio Consumers’ Counsel for assistance with complaints and utility issues at (877) 742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.pickocc.org.

9. Definitions. “Delivery Point” means any existing and future points of interconnection between your Utility transmission and/or distribution system and those of a third party pipeline supplying natural gas to the Utility. “Taxes” means all taxes, duties, fees, levies, premiums or any other charges of any kind, whether direct or indirect, relating to the sale, purchase or delivery of natural gas, together with all interest, penalties or other additional amounts imposed, including but not limited to gross receipts, sales, consumption, use, value added, per Mcf, commercial activity or other privilege tax, and any other tax (whether in effect as of the effective date of this agreement or thereafter) imposed by any governmental entity. “Utility” means your local natural gas distribution utility owning and/or controlling and maintaining the distribution system required for delivery of natural gas to the Account(s).

10. Notices. All notices will be in writing and delivered by hand, first class mail, or by express carrier to our respective business addresses. Either of us can change our address by notice to the other pursuant to this paragraph.

11. Changes in law, market structure, and/or your natural gas needs or classifications. If a change in or implementation of law, rule, regulation, ordinance, statute, judicial decision, administrative order, Utility tariffs, or the like causes our costs under this Agreement to increase, we will have the right to pass such increased actual costs on to you. Constellation will provide notice of any cost increase at least thirty (30) days prior to implementation of such increase, along with supporting documentation explaining the basis of the increase. The changes described in this Section may change any or all the charges described in this Agreement.

12. Events beyond either of our reasonable control. “Force Majeure” means an event that happens beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement. In the event of a Force Majeure, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Force Majeure includes, but is not limited to, acts of God, fire, flood, hurricane, war, terrorism; labor disputes; declaration of emergency by a governmental entity or the Utility; curtailment, disruption or interruption of natural gas transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; and actions taken by third parties not under your or our control, such as the Utility. However, such events shall not in any event excuse any failure to make payments due in a timely manner for natural gas supplied to you. The parties shall notify each other immediately of an operational flow or curtailment order from the applicable pipelines or Utility and shall take all required steps to comply with such orders.

13. Delivery Point and indemnification obligations. We will deliver natural gas to the Delivery Point. Title and risk of loss related to the natural gas transfer to you at the Delivery Point, and you are responsible for all transmission, distribution, and other costs (including Taxes and other fees) related to the final delivery to the facilities to which the Account(s) relate as well as your use of the natural gas. While we will arrange for the delivery of natural gas to you by your Utility, we will have no liability or responsibility for matters within the control of the Utility, which include maintenance of pipelines and systems, service interruptions, loss of service, quality of the natural gas, deterioration of services, or meter readings. EACH PARTY (THE “INDEMNIFYING PARTY”) WILL DEFEND, INDEMNIFY AND HOLD THE OTHER PARTY HARMLESS FROM ANY AND ALL CLAIMS (INCLUDING CLAIMS FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE), LOSSES, EXPENSES (INCLUDING REASONABLE ATTORNEYS’ FEES), DAMAGES, SUITS, CAUSES OF ACTION AND JUDGMENTS OF ANY KIND ARISING HEREUNDER WHILE TITLE AND RISK OF LOSS ARE VESTED IN THE INDEMNIFYING PARTY.

14. Limitation on Liability. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES, OWNERS, OFFICERS OR DIRECTORS BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS. Each party’s total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Each party agrees to use commercially reasonable efforts to mitigate the damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON CONSTELLATION’S PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A GENERAL OR SPECIFIC PURPOSE OR USE.

15. Governing Law/Venue. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OHIO WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS. WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

16. Relationship of Parties. We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. You will not rely, and have not relied, on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter under this Agreement. There is no guarantee that the program you chose will guarantee any price advantage or savings.

17. Confidentiality. Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may disclose such information to our affiliates (excluding Baltimore Gas & Electric, a regulated utility) and such affiliates' employees, agents, advisors, and independent contractors for the purposes of performing under the terms of this Agreement. Other than for operation, maintenance, assignment and transfer of your Account(s), pursuant to a court or PUCO order or pursuant to a PUCO rule, we will not release your account number or, other than for credit checking and credit reporting, if applicable, your social security number, without your prior written consent.

18. Miscellaneous Provisions. If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of such default or any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent and any such attempted transfer will be void. We may assign our rights and obligations under this Agreement to a qualified natural gas supplier and will provide you with prior written notice of any such assignment. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether oral or written) regarding the subject matter of this agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile copy with your signature will be considered an original for all purposes. No amendment to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and dispute resolution. Constellation shall have the right to set-off and net any amounts owed to Customer against any amounts owed to it by Customer under this Agreement or any other agreement. This Agreement is a "forward contract" and Constellation is a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended ("CEA"). Customer's purpose in entering into this Agreement is not speculation, but rather price volatility control and/or budget management for procurement of natural gas for one or more of its facilities. Customer represents that it qualifies as an "eligible contract participant" as the same is defined under the CEA. The terms of any purchase order (PO) you send to us or any alterations, additions, or modifications you make to the preprinted terms of this Agreement shall be void and without any effect unless and only to the extent we agree in writing to such alterations, additions, or modifications.

IN THE EVENT OF AN EMERGENCY OR SERVICE INTERRUPTION, CONTACT YOUR UTILITY AT:

Utility Name	Utility Abbreviation	Contact Number
Columbia Gas of Ohio	COH	(800) 282-0157

Natural Gas Aggregation Opt-Out Frequently Asked Questions

Q: What is aggregation?

A: Under governmental aggregation, local officials bring the community together for group purchasing power. The community benefits by receiving competitively-priced natural gas from a retail natural gas supplier.

Q: How is my community able to choose a certified natural gas supplier on my behalf?

A: Residents voted to allow the community to negotiate a contract with a natural gas supplier on their behalf.

Q: How do I enroll?

A: Enrollment is free and eligible residential and small business customers will be automatically enrolled.

Q: Who is eligible for the aggregation program?

A: Most residential and small business customers residing within the community receiving natural gas from the local utility are eligible.

Q: Who is not eligible?

A: Residential and business customers who are not eligible for automatic enrollment in the program include:

- A customer that is not located within community boundaries.
- Percentage of Income Payment Program (PIPP) customers.
- A customer who is under contract with another natural gas provider.
- A customer who has a special contract with the natural gas utility company.
- Customers who are behind on their payments to the utility.
- A mercantile customer that has not provided consent to join the program. "Mercantile customer" means a commercial or industrial customer if the natural gas consumed is for non-residential use and the customer consumes more than 500 Mcf per year or is part of a national account involving multiple facilities in one or more states.

Q: When will I see my new rate?

A: You can expect to see the new rate one to two billing cycles following your enrollment in the program. Please note: supply rates do not include taxes, delivery service charges or other utility fees.

Q: Who will bill me for natural gas?

A: You will continue to receive one monthly bill from your local utility.

Q: What if my business qualifies for tax exemption status?

A: Tax exempt customers should send their most recent tax exempt certificate to Constellation NewEnergy-Gas Division, LLC, 1001 Louisiana Street, Suite 2300, Houston, TX 77002 or via email to CNETaxForms@Constellation.com, or fax to 877-243-4968.

Q: Can I still have my payment automatically deducted from my checking account as I do now?

A: Yes, how you pay your natural gas bill will not change.

Q: Who do I call if I have a problem with my natural gas service?

A: To report service problems, a gas leak and for billing questions, contact your local utility company.

Q: What if I have already selected another supplier?

A: Based on the records provided by the utility, we assumed you are not with another supplier. However, if you recently signed up with a new supplier, carefully review the terms and conditions of that agreement before proceeding as your ability to terminate early with that supplier may be restricted.

Q: Is there an early termination fee for leaving the program outside of the 21 day opt-out period?

A: No, there is no early termination fee.

Q: Who do I contact if I have additional questions about this offer?

A: If you have additional questions about the program, please contact Constellation.

Lake Township

Exhibit B-4

Experience

Experience

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

Lake Township 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 Township to call for information during the 21-day enrollment and opt out period for the Township'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 utility, Columbia Gas of Ohio (COH), and the billing process will be coordinated with COH by the selected supplier, for the Aggregation Group, Palmer Energy will offer assistance as needed on behalf of the Township.
- Write and prepare reports on a quarterly/annual basis to the Township, 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
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Toledo, Ohio 43615
419-539-9180 (Office)
419-539-9185 (Fax)
Email: mfrye@palmerenergy.com

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

2/21/2022 2:55:44 PM

in

Case No(s). 04-0042-GA-GAG

Summary: In the Matter of the Application of Board of Trustees of Lake Township
(Wood County)