



DIS Case Number: 10-0712-EL-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 Erie County Commissioners Country: United States
Phone: Extension (if applicable): Street: 2900 Columbus Ave
4196277682
Website (if any): www.eriecounty.oh.gov City: Sandusky Province/State: OH
Postal Code: 44870

A-2. Contact person for regulatory matters

Mark Frye
5577 Airport Hwy, Ste 101
Toledo, OH 43615
US
mfrye@palmerenergy.com

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

Mark Frye
5577 Airport Hwy, Ste 101
Toledo, OH 43615
US
mfrye@palmerenergy.com

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

Phone: 4195399180 Extension (if applicable): Country: United States
Fax: 4195399185 Extension (if applicable): Street: 5577 Airport Highway Suite 101
Email: mfrye@palmerenergy.com City: Toledo Province/State: OH

Postal Code: 43615

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

Application Attachments

Erie County

Exhibit B-3

**Automatic Aggregation
Disclosure**

Opt – Out Notice

Electric Program

October 16, 2023



Erie County

Community Electric Aggregation Notification

Dear Resident or Small Business,

Welcome to your community's electric aggregation program. In May 2010, members of your community voted in favor of government aggregation, a program authorizing your local officials to purchase electricity from an electric generation supplier certified by the Public Utilities Commission of Ohio. Your community has selected Energy Harbor to be your electric service provider.

How You Benefit

By participating in the aggregation program, you will receive the following exclusive pricing on your electric generation:

	Your Electric Utility	Fixed Price	Term End	Early Termination Fee
Residential	Ohio Edison	6.54 cents per kWh	December 2025	None
Small Business	Ohio Edison	6.54 cents per kWh	December 2025	None

Same Reliable Service

You will continue to receive a single, easy-to-read bill from your local electric utility with your Energy Harbor charges included. There is no cost for enrollment, you will not be charged a switching fee, and **you do not need to do anything to participate.**

Opt Out Information

You may choose to leave the program at any time, without penalty, and will NOT be charged a cancellation fee. If you do not want to participate in the aggregation program, you must complete one of the following by the Opt Out Deadline:

- **MAIL:** Return the enclosed **Opt Out Reply Form**
- **PHONE:** Call Energy Harbor at 1-866-636-3749 to opt out over the phone
- **WEB:** Enter your 10-digit **Opt Out Code** online at energyharbor.com/opt-out

Opt Out Deadline
November 6, 2023

Enrollment Information

Following the opt out deadline, future bills will reflect the Energy Harbor price listed above upon your next available meter read date, which may take up to 30-45 days. If you are not currently receiving electric generation from Energy Harbor, your electric utility will send you a letter confirming your participation. **To become a member of your community's electric aggregation program, you don't need to take any action when this letter arrives.**

Please refer to the enclosed Terms and Conditions and FAQs (reverse) for more information. Your community encourages members with questions regarding the electric aggregation program to contact Energy Harbor directly. If you have any questions or wish to opt out, please contact us toll-free at 1-866-636-3749, Monday - Friday, 8 am to 5 pm.

Sincerely,

Erie County

Community Electric Aggregation Program FAQs v.12.20

How is my community able to choose a certified electric generation supplier on my behalf?

Under government aggregation, local officials bring citizens together to gain group buying power for the purchase of competitively priced electricity from a retail electric generation supplier certified by the Public Utilities Commission of Ohio (PUCO). Residents voted to allow the community to contract with an electric generation supplier on their behalf. Your community has selected Energy Harbor to provide you with exclusive pricing on your electric generation.

Who is Energy Harbor?

Energy Harbor is a fully integrated retail energy provider and independent power producer capable of generating substantial carbon-free energy. Headquartered in Akron, Ohio, the company proudly serves nearly one million residential, commercial, and industrial customers in Ohio, Pennsylvania, New Jersey, Maryland, Illinois and Michigan. Your community is one of over 200 who have chosen Energy Harbor to provide electric aggregation programs.

What does it mean to have a fixed or variable price?

This notification states if your price is fixed or variable. With a fixed price, the price you will receive each month does not change. With a variable price, Energy Harbor provides a set % off discount each month regardless of the utility price. Because the actual price per kWh charged by your utility may change each month, your price per kWh from Energy Harbor will also vary, but your % discount is guaranteed to remain the same.

How will I know if I can save money in the aggregation?

You'll know you are saving money as long as your price with Energy Harbor is lower than the utility Price to Compare (PTC) communicated on your bill. To calculate your savings on a % off discount, locate the PTC on your electric bill. Divide your PTC by 100, then multiply it by the % discount (ex: 6% = 0.06) to determine your savings per kWh. Multiply this by your total monthly usage for an average monthly savings estimate.

Why am I receiving this letter if I'm in the aggregation?

As a current member of your community's electric aggregation program, you are given the opportunity to opt out of the program at least every three years. Whether your current contract term with Energy Harbor, or another supplier, is coming to an end, this is your opportunity to either opt out or continue the benefits of the program.

What does it mean to opt out?

Opt out means that you can decide to not participate in your community's electric aggregation program. If you chose to opt out via any of the methods indicated on the front of this notification, you will not be enrolled with Energy Harbor and will not receive further notifications until the end of the current term.

What happens if I do not opt out?

Whichever method you chose, you must do so by the Opt Out Deadline, or you will be automatically included in your community's electric aggregation program.

Can I opt out of the program at a later date?

Yes, you may leave the aggregation program at any time. *You will not be charged an early termination or cancellation fee* if you choose to leave the program at later date for any reason.

What are my energy supply choices if I decide to opt out?

If you opt out or leave the program at a later date you will be returned to your utility's standard service offer and might not be served under the same rates, terms, or conditions that apply to other customers served by the electric utility. You may also shop for an alternative generation supplier. A list of competitive electric suppliers certified by the PUCO and their current prices are available by calling 1-800-686-PUCO (7826).

As part of the aggregation, will Energy Harbor continue or allow me to begin to budget bill my supplier charges?

For customers in Toledo Edison, The Illuminating Company, Ohio Edison and Duke Energy your utility includes supplier charges in the monthly budgeted amount. No action is necessary to continue that service. However, Energy Harbor will not automatically budget the generation portion of your electric bill in AEP Ohio and AES Ohio service areas. AEP Ohio and AES Ohio will continue to budget the delivery portion of your bill. If you are currently on, or enter into, a budget billing program with AEP Ohio or AES Ohio after enrolling with Energy Harbor and have at least 10 months of usage with Energy Harbor at your current service address, please call 1-866-636-3749, to determine if a budget billing offer through Energy Harbor is available in your community.

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

Yes. How you pay your electric bill will not change.

Who is not eligible for an electric aggregation program?

Customers on a special arrangement with the utility such as net-metering, Percentage of Income Payment Plan (PIPP), and mercantile customers who have not provided affirmative consent to join are not eligible for the program. Mercantile and customers with usage greater than 700,000 kWh must contact Energy Harbor to opt-in to the program.

How can I contact Energy Harbor for questions?

If you have any other questions, please call 1-866-636-3749, Monday - Friday, 8 am to 5 pm or visit our FAQs located at: www.energyharbor.com/communityaggregation

ERIE COUNTY OPT OUT REPLY FORM

Option 1: Do Nothing to Join

OR

Option 2: Opt Out by: November 6, 2023

MAIL TO: Community Electric Aggregation Opt-Out c/o Energy Harbor, PO Box 3500, Akron, Ohio 44309

Account Holder Signature: _____

Mail

Return This Form

Phone

1-866-636-3749

Web

energyharbor.com/optout

Government Aggregation – Electric Terms and Conditions	
Product	Fixed Price
Electric Distribution Utility ("EDU")	Ohio Edison Company
Price and Length of Agreement	6.54 ¢/kWh through your December 2025 meter read
Cancellation/Termination Fee	None

These Terms and Conditions apply to you because you are enrolling for electric generation service with Energy Harbor LLC ("Energy Harbor") through either (a) affirmative consent or (b) not opting out of your community electric aggregation program. If you enroll by affirmative consent, these Terms and Conditions and the enrollment information on the website are your Agreement ("Agreement"). If you choose to remain in the community aggregation program by not "opting-out" or exercising the right of rescission, these Terms and Conditions and your opt-out notification are your Agreement. Please keep a copy of this Agreement for your records.

Energy Harbor is certified by the Public Utilities Commission of Ohio ("PUCO") to offer and supply electric generation services in Ohio. As a Competitive Retail Electric Service ("CRES") provider, Energy Harbor will supply the electric generation to your Electric Distribution Utility ("EDU") based on your usage. Your EDU then distributes or delivers the electricity to you. Energy Harbor sets the generation prices and charges that the customers pay. The PUCO regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

Definitions: *Generation Charge* – Charge for the production of electricity. *Transmission Charge* – Charge for moving high voltage electricity from a generation facility to the distribution lines of the EDU. *Distribution Service* – Basic service for delivering electricity over a distribution system to a customer from the transmission system.

Right of Rescission: If you do not opt-out or you give your affirmative consent and are enrolled to receive generation service from Energy Harbor, your EDU will send you a confirmation letter. You have the right to rescind your enrollment within seven (7) calendar days following the postmark date of the confirmation letter by contacting the EDU by telephone or in writing as described in the letter. The Right of Rescission only applies when a customer switches to a generation supplier and not on renewal enrollments. Your EDU will not send a confirmation notice upon any renewal of this Agreement. Should you choose to opt-out of your community's program, you will be served by your EDU's standard service offer established pursuant to section 4928.14 of the Ohio Revised Code ("ORC") unless you choose an alternate supplier of electricity.

Eligibility: Only eligible residential and small commercial customer accounts not enrolled in the Percentage of Income Plan Program ("PIPP") may enroll in this offer from Energy Harbor. Net-metered customers are not eligible for this offer. Energy Harbor reserves the right to refuse enrollment to any customer with an outstanding balance.

Basic Service Prices: During the term of this Agreement, you agree to pay Energy Harbor a price for combined Generation and Generation Related Charges ("Retail Electric Service"), specified in the table above. Your Price to Compare ("PTC") consists of bypassable transmission, generation and transmission and generation related components, which are charges associated with the costs of purchased power and the cost to deliver the power through the transmission system. These are the charges that you would avoid for that billing period when you switch to Energy Harbor. If your product in the table above is a % Off PTC product, your monthly price per kWh will vary because the EDU's PTC may change based on any changes made by the EDU in its calculations. In addition to Energy Harbor's charges, you will be charged by your EDU for distribution and various other charges. Your price may also include a fee assessed by a broker or agent representing your community.

Length of Agreement: As a part of your community's program, your Retail Electric Service from Energy Harbor will commence with the next available meter reading and after processing of the enrollment by your EDU and continue through the term indicated in the table above. The program may be terminated prior to the term pursuant to the terms of the master agreement between Energy Harbor and your community for the aggregation program. Should the program be terminated, you will be returned to your EDU's standard service offer or its successor. In the event that (1) the PUCO approves or implements a phase-in credit for generation and/or transmission charges of the EDU or takes any other action which affects the PTC or otherwise does not allow the EDU to reflect the full cost to procure generation and transmission in the PTC or other regulatory action; or (2) there is any change in any statute, rule, regulation, order, law, or tariff promulgated by any court, governmental authority, utility, Independent System Operator ("ISO"), Regional Transmission Organization ("RTO") or other service provider, or any change in operating procedure, which alters to the detriment of Energy Harbor its costs to perform under this Agreement, you may receive a notification from Energy Harbor. This notification will include a description of one or more of the situations described above. Energy Harbor may offer you new Terms and Conditions. You must indicate your affirmative consent to the new Terms and Conditions as specified in the notices. If you do not contact Energy Harbor to accept the new terms, this Agreement will terminate on the date specified in the notices, and you may be returned to your EDU for Retail Electric Service. Alternatively, Energy Harbor may decide to terminate this Agreement, and you will receive prior written notice of the termination, after which you may be returned to your EDU for Retail Electric Service. Whether Energy Harbor offers you new terms or terminates this Agreement under this provision, you will not be responsible for any cancellation/termination fee. You must still pay all Energy Harbor charges through the date you are returned to your EDU or switched to another CRES provider for service.

Billing: You will receive a consolidated bill monthly from your EDU for both your Energy Harbor and EDU charges. If you do not pay your bill by the due date, Energy Harbor may cancel this Agreement after giving you a minimum of fourteen (14) days written notice. Upon cancellation you will be returned to your EDU as a customer. You will remain responsible to pay Energy Harbor for any electricity used before this Agreement is cancelled, as well as any late payment charges, if applicable. Your EDU may charge you switching fees. Energy Harbor reserves the right to convert you from consolidated billing to dual billing if such a conversion will facilitate more timely billing, collections, and/or payment. Furthermore, your failure to pay EDU charges may result in your electric service being disconnected

in accordance with the EDU tariff. If you have 12 months of billing history and you are enrolled in budget billing with the EDU, you are eligible to enroll in a budget billing program once per year, where available. At the end of the contract term, you are responsible for payment of any outstanding balance upon final contract true up. Energy Harbor reserves the right to adjust your monthly budget amount prior to final contract true up. If you enroll in budget billing, then choose not to be in the program or if you become two consecutive monthly payments overdue, you will be removed from budget billing, your account will be reconciled, and you will be billed for the outstanding budget balance on your next billing cycle. Budget billing exclusive offers are not available for all aggregation programs and you will not be automatically enrolled in an Energy Harbor budget billing exclusive offer unless explicitly stated in the opt-out notification materials you receive as part of the program. If you meet the eligibility requirements, contact Energy Harbor to determine if an exclusive budget billing offer exists for your community, otherwise, your EDU may be responsible for maintaining your budget billing service.

Penalties, Fees and Exceptions: If you do not pay the full amount owed Energy Harbor by the due date of the bill, Energy Harbor reserves the right to charge a 1.5% per month late payment fee.

Cancellation/Termination Provisions: You may terminate this Agreement at any time without penalty. Customer and Energy Harbor both agree that the following will constitute force majeure events under this Agreement and that Energy Harbor shall have the right to terminate or modify the agreement without liability if: (1) the Electric Security Plan (ESP), Market Rate Offer (MRO) and/or Competitive Bid Process (CBP), or other generation procurement process results in a Price to Compare ("PTC") that is equal to or less than the comparable annualized generation and transmission rates and riders in effect as of the effective date of this Agreement, or (2) the PUCO approves or implements a phase-in credit for generation and/or transmission charges of the EDU or takes any other action which affects the PTC or otherwise does not allow the EDU to reflect the full cost to procure generation and transmission in the PTC or other regulatory action. In the event that the program is terminated, you will be returned to your EDU's standard service offer. Upon termination with Energy Harbor and return to standard service offer with your EDU, you may not be served under the same rates, terms, and conditions that apply to other EDU customers.

Customer Consent and Information Release Authorization: By choosing not to opt-out of your community's aggregation program, or to affirmatively join it, you understand and agree to the terms and conditions of this Agreement with Energy Harbor. You authorize Energy Harbor to obtain information from the EDU that includes, but is not limited to: billing history, payment history, historical and future electricity usage, meter readings, and characteristics of electricity service. Energy Harbor reserves the right to determine if your credit standing is satisfactory before accepting your enrollment request. This Agreement shall be considered executed by Energy Harbor following acceptance of your enrollment request by Energy Harbor, the end of the seven (7) day rescission period, and subsequent acceptance of the enrollment by your EDU.

Customer Consent to Communications: By participating in your community's aggregation program, you agree to receive pre-recorded/artificial voice messages calls and/or use of an automatic dialing device, text messages and/or emails from Energy Harbor or its agents/assigns at any phone number or email address. You agree to be responsible for any charges you may receive on that number, including standard telephone, SMS or text message fees. You may revoke this express consent at any time by calling us at 1-866-636-3749. Such revocation has no bearing on your ability to contract with Energy Harbor.

Contract Expiration: At least every three (3) years, you will be given the opportunity to opt-out of your community's aggregation program at no cost. You are responsible for arranging your electric supply upon termination of this Agreement.

Dispute Procedures: Contact Energy Harbor with any questions concerning the terms of service by phone at 1-866-636-3749 (toll-free) from 8 a.m. to 5 p.m. EST weekdays, or in writing at Energy Harbor, 168 E Market St, Akron, OH 44308. Our web address is www.energyharbor.com. If your complaint is not resolved after you have called your electric supplier and/or your electric utility, 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. EST weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from 8 a.m. to 5 p.m. weekdays, or at <http://www.pickocc.org>.

Miscellaneous: You have the right to request from Energy Harbor, twice within a twelve (12) month period, up to twenty-four (24) months of payment history, without charge. Energy Harbor is prohibited from disclosing a Customer's Social Security number and/or account number(s) without the Customer's written consent except for Energy Harbor's collections and reporting, participating in programs funded by the universal service fund, pursuant to section 4928.52 of the Revised Code, or assigning a customer's contract to another CRES provider. Energy Harbor's environmental disclosure statement is available for viewing on our website www.energyharbor.com/disclosure-statements. You agree that Energy Harbor will make the required annual and quarterly updates to the environmental disclosure statement electronically on our website. Energy Harbor will also provide the information upon request. Energy Harbor may assign its rights to another, including any successor, in accordance with the rules and regulations of the PUCO. Energy Harbor assumes no responsibility or liability for the following items that are the responsibility of the EDU: operation and maintenance of the EDU's electrical system, any interruption of service, termination of service, or deterioration of the EDU's service. **In the event of a power outage, you should contact your local EDU.** Customer is responsible for providing Energy Harbor with accurate account information. If said information is incorrect, Energy Harbor reserves the right to reprice the applicable account(s) or terminate the Agreement. Energy Harbor reserves the right to return any customer to the EDU if the customer's rate code is changed and the account is no longer eligible for this offer. Customer authorizes, but does not obligate, Energy Harbor to exercise customer's governmental aggregation opt-out rights.

Warranty: Energy Harbor warrants title and the right to all electricity sold hereunder. THE WARRANTIES SET FORTH IN THIS PARAGRAPH ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

Government Aggregation – Electric Terms and Conditions	
Product	Fixed Price
Electric Distribution Utility ("EDU")	Ohio Edison Company
Price and Length of Agreement	6.54 ¢/kWh through your December 2025 meter read
Cancellation/Termination Fee	None

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Erie County

Exhibit B-1

**Authorizing
Ordinance/Resolution**

Electric Program

RESOLUTION 2023-06

RESOLUTION --- AUTHORIZING THE ERIE COUNTY COMMISSIONERS TO ACT AS THE PURCHASING AGENT AND GOVERNMENTAL AGGREGATOR FOR ELECTRIC POWER FOR THE VILLAGE OF CASTALIA.

The VILLAGE OF CASTALIA COUNCIL, Erie County, Ohio, met in regular session on the 27 day of July 2023, at the office of the City Council with the following members present:

Jim Johnson Barb Weyer Jake Smith
Georgia Artis Si Nicholson Cindy Crawford

Council Person Jake Smith moved the adoption of the following resolution:

Whereas, in November 8, 2011, the residents of the Village of Castalia voted in favor of electric aggregation to improve purchasing leverage and offer reduced electrical generation rates to residential and small business consumers, and,

Whereas, the Erie County Commissioners have offered their services to act on behalf of all Townships and Villages in Erie County as the governmental aggregator, and,

Whereas, having one centralized aggregator will provide for the most expeditious manner to handle any issues arising in the process of electrical aggregation,

THEREFORE, Be It Resolved,

Section 1. The Village Council of Castalia authorizes the Erie County Commissioners to act as the governmental agent for purchasing and aggregation of electric power for the residents of the Village of Castalia.

Section 2. A certified copy of this resolution shall be copied to the Erie County Board of Commissioners, 2900 Columbus Ave. Sandusky, Ohio 44870.

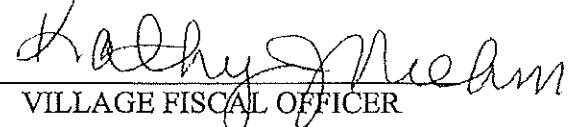
Section 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this resolution were so adopted in an open meeting of this Village, and that all formal actions, were in meetings open to the public, in compliance with all legal requirements.

Council Person Georgia Artis seconded the above resolution and the vote upon its adoption resulted as follows:

Jake Smith yea.
Georgia Artip yea.
Barb Weyer yea.
Si Nicholson yea.
Cindy Crawford abstain


MAYOR

Attest:


VILLAGE FISCAL OFFICER

1st Reading: June 13, 2023

2nd Reading: June 27, 2023

Adopted: June 27, 2023

Attest: Kathy Niehm
Clerk/F.O.

File:

I, the undersigned, Fiscal Officer of Village of Castalia,
Erie County, Ohio, do hereby certify
that the foregoing is a true and correct copy from the official
record of said Village Council Person as recorded in said Journal.

Kathy Niehm
Fiscal Officer, Village of Castalia
Erie County, Ohio

Resolution to Authorize Amendments to the Erie County Electric Aggregation Plan of Operation and Governance

WHEREAS, the Ohio legislature has enacted electric deregulation legislation which authorizes the legislative authorities of townships and counties to aggregate the retail electrical loads located within the respective jurisdictions and to enter into service agreements to facilitate for those loads the purchase and sale of electricity; and

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

WHEREAS, On May 4, 2010 a majority of voters in various communities in Erie County, Ohio approved a referendum that approved the formation of an "opt-out" governmental aggregation program pursuant to Section 4928.20 of the Ohio Revised Code for the residents, businesses and other electric consumers in the County.

NOW, THEREFORE, BE IT RESOLVED by the Board of Erie County Commissioners, State of Ohio:

WHEREAS, The County desires to change its aggregation consultant and finds that certain other updates are needed in the Electric Aggregation Plan of Operation and Governance.

Be It Resolved by the Board of Erie County Commissioners:
Section 1: That the Board hereby adopt the Amended Erie County Commissioners Plan of Operation and Governance, (attached hereto and incorporated herein by reference as Exhibit A-3) for the implementation and administration of the County's electric aggregation program in accordance with Section 4928.20 of the Ohio Revised Code.

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

Date of Passage: 4-20-2020

ERIE COUNTY BOARD OF COMMISSIONERS,
Carolyn L. Hansen, Title Clerk of the Board
_____, Title _____

Erie County

Exhibit B-2

**Operation and
Governance Plan**

Electric Program

**Board of Erie County
Commissioners**

**Amended
Electric Power
Aggregation
Plan of Operation and
Governance**

April 20 2020

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Board of Erie County Commissioners
Electric Governmental Aggregation
Plan of Operation and Governance

- I. **INTRODUCTION.** On May 4, 2010 a majority of voters in County of Erie, Ohio, approved a referendum that authorized the formation of an "opt-out" governmental aggregation in compliance with Section 4928.20 of the Ohio Revised Code regarding the governmental aggregation of electric service consumers. While initially intended for this County approval the following Plan of Governance may also eventually include other communities in the County of provided they pass a governmental aggregation referendum by the majority of voters in that community, to join the County of Erie, Ohio "opt-out" governmental aggregation and obtain approval from the PUCO.

These communities that may decide to utilize their aggregation authority jointly through County of Erie, Ohio are permitted to do so under Section 4928.20 (A) of the Ohio Revised Code.

("County" or "County of Erie") anticipates that utilizing its aggregation authority will provide individual residential and small commercial consumers benefits such as price reductions that these consumers are typically unable to obtain since they lack the bargaining power, expertise and the economies of scale enjoyed by larger consumers.

- II. **PROCESS.** Under an opt-out aggregation program, all residential and small business customers in the authorized areas of the County are automatically included as participants in the Aggregation Program unless they opt-out of the program by providing written notice of their intention not to participate. As required by Ohio Law, the various communities jointly participating in the County of Erie governmental aggregation passed a Resolution or Ordinance, which authorized submitting the selection of opt-out aggregation to the community's voters.

In addition to obtaining necessary voter approvals, County of Erie is also required to comply with various PUCO regulations. As required by PUCO regulations the County will file an application with the PUCO for certification as a Government Aggregator after the County Approves this Aggregation Plan of Operations and Governance ("Plan" or "Aggregation Plan"). As required by regulations, the County advertised public hearing dates to discuss the Plan and held two hearings on the Plan.

The County anticipates selection of a Provider prior to or shortly after receiving approval from the PUCO as a governmental aggregator. Upon Provider selection an Opt-out notice for the County Program will be sent to all eligible electric customers setting forth the rates, terms and conditions of the program. This notice will provide potential Aggregation participants at least 21 days to return an opt-out card or other similar notice.

- III. **CONTRACT.** The supply contract ("Contract") negotiated between the Governmental Aggregator and the selected Provider shall be for firm, full requirements power supply. Each Aggregation participant shall be individually bound by the terms and conditions found in the

opt-out notice and the Contract and shall be solely responsible for payment and performance. The power supply charges for Aggregation participants shall be negotiated and included in the Contract. These charges shall take the form of either a fixed price or a price representing a percentage below the electric distribution utility's ("EDU") avoidable costs ("Avoidable") or Price to compare ("PTC"). These charges will be fully and prominently disclosed in the consumer opt-out materials provided to potential Aggregation participants and available by calling the Provider's toll free customer service telephone number.

The County's Retail Electric Generation Provider shall meet each of the following requirements:

- Has sufficient power supplies arranged and structure in place to provide retail firm power to the Members.
- Has a Federal Power Marketer license with the Federal Energy Regulatory Commission.
- Is certified as a CRES by the PUCO.
- Registered as a generation supplier with the EDU prior to flowing power to Members.
- Has appropriate Transmission Service agreement(s) in place to serve the Members.
- Has or has arranged for an Electronic Data Interchange computer network that is capable of handling the County's Members requirements with the EDU.
- Has the ability to educate Members on the County's Aggregation Program.
- Has or has arranged for a call center capable of handling the County's Aggregation Group customer calls.
- Has a toll-free number as required by the PUCO for customer service inquiries and potential complaints related to the County's Program.
- Will hold the County financially harmless from any financial obligations arising from supplying power to the Members.
- Satisfies the EDU's and County's credit requirements.
- Will assist the County and its consultant in filing reports required by the PUCO and Sections 4805.10(A), 4911.18(A) and 4928.06(F) of the Ohio Revised Code.

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

"Aggregation Program" or "Program" means the program developed by the County, as a Government Aggregator under Section 4928.20 Ohio Revised Code, to provide eligible residential and small business consumers with retail electric generation services.

"Government Aggregator" means County of Erie using its legislative authority to act as an aggregator for the provision of a competitive retail electric service under the authority conferred under Section 4928.20 of the Ohio Revised Code.

"Member" or "Aggregation Participant" means a person or consumer enrolled in the County of Erie Program for competitive retail electric services.

"Retail Electric Generation Provider" ("Provider") means an entity certified by the Public Utilities Commission of Ohio ("PUCO") to provide competitive retail electric service(s), and which is chosen by the County to be the entity responsible to provide the required service related to Government Aggregation as defined in Section 4928.20 of the Ohio Revised Code and applicable provisions of the rules of the PUCO.

"Competitive Retail Electric Service" ("CRES") means a component of electric retail service that is deemed competitive pursuant to the Ohio Revised Code or pursuant to an order of the PUCO.

V. **GOVERNMENTAL AGGREGATION SERVICES.** Government aggregation, the combining of multiple electric loads by a governmental entity, provides a means for residential consumers and small commercial consumers in the County to obtain economic benefits from Ohio's competitive retail electric market. The County Aggregation Program combines the electric loads of residential customers and small commercial consumers into a buying group ("Aggregation Group"). The County will act as Purchasing Agent for the Aggregation Group. This means that the County will be a Governmental Aggregator, as defined by Ohio law and the rules established by the PUCO, and shall act on behalf of eligible residential and small commercial consumers in the County to: 1) select a Retail Electric Generation Provider ("Provider") to supply the Aggregation Group; 2) negotiate the terms of supply between the Provider and each Aggregation participant; and 3) oversee the enrollment procedures administered by the Provider.

- A. **Provider:** The County will use its Provider to perform and manage aggregation services for its Members. The Provider shall provide adequate, accurate, and understandable pricing terms and conditions of service, including any switching fees and the conditions under which a Member may rescind a contract without penalty. The Provider must provide the County or its authorized consultant, if requested, an electronic file containing the Members usage, and charges. Upon request this information shall be sent to the County or its authorized consultant within 30 days. The Provider must have local and/or a toll free number for Members to call.
- B. **Database:** The Retail Electric Generation Provider will build and maintain a database of all Members. The database will include all necessary information for the provider and the County to serve the Aggregation. This information includes but is not limited to the name, address, account number or other EDU identifying number(s), and Retail Electric Generation Provider's account number of the Member, and other pertinent information such as rate code, rider code (if applicable), most recent 12 months of usage and demand, and meter read cycle. This database will be updated and provided to the County and/or its consultant periodically. Accordingly, the Provider will implement a process to accommodate at Members that: 1) leave the program due to relocation, opting out, etc.; 2) decide to enter or opt-into the Program; 3) relocate within eligible areas within the County; and 4) move into the County and desire to enter or opt-in to the Program. The Retail Electric Generation Provider will use this database to perform bill audits for clerical and mathematical accuracy of Member bills.
- C. **Member Education:** The Provider will develop, with the assistance of the County and its authorized consultant, an educational program that generally explains the Aggregation Program to Members, provides updates and disclosures mandated by Ohio law and PUCO rules, and implements a process to deal with allowing any person enrolled in the Aggregation Program the opportunity to opt out of the program at least every three years, without paying a switching fee to the County or the Provider.
- D. **Customer Service:** The County will administer a customer service process that, at a minimum, will accommodate: 1) Member inquiries and complaints about billing; and 2) answer questions regarding the Program in general. This process will, at a minimum, include a description of

how telephone inquiries will be handled (either internally or externally), how invoices will be prepared, how remittance of payment will be dealt with, and how collections for delinquent accounts will be addressed. See Appendix B for a detailed description of the Customer Service Plan.

- E. Billing: The County will use the Provider, or its designated agent, to provide billing services to each Member for the Competitive Retail Electric Services, with no additional administrative fee. At this time, the EDU will render the billing statement, which should be consistent with all applicable guidelines issued by the PUCO. As this market develops, the County may, at its option and in consultation with the Provider, change this function to the Retail Electric Generation Provider or a billing agency.
- F. Compliance Process: The Provider will have internal controls and processes that ensure the County remains in good standing as a Government Aggregator and that it complies with all laws, rules and regulations surrounding the same, as they may be amended from time to time. The Provider will deliver periodic reports to the County and its consultant that will include at a minimum (i) the number of Members participating in the Program; and (ii) a savings estimate or increase from the previous year's baseline. The Provider will also develop a process to monitor and provide notification to the County of any changes in laws, rules or regulations.
- G. Notification to EDU: The County's potential Aggregation participants that do not opt-out of the Aggregation Group will be enrolled automatically in the Aggregation Program. Members in the Aggregation Group will not be asked to take other affirmative steps in order to be included in the Group. To the extent that the EDU requires notification of participation, the County will coordinate with its Provider to provide such notice to the EDU. The Provider will inform the EDU of any individuals who may have been permitted to join the Aggregation Group after the expiration of the enrollment period.
- H. Activation of Service. After a notice is sent out to all electric customers in the County providing 21 days to opt out of the Program, all customers who do not opt out will be automatically enrolled in the Program. During this opt-out period eligible consumers may opt-out of the County's Aggregation Group without fees charged by the Provider or the County. Generation service activation will occur thereafter without consumer action beginning on the customer's normal meter read date within the month when power deliveries begin under the Aggregation Program.
- I. Changes, Extension or Renewal of Service. At least every three years all consumers eligible to participate in the County's Program will be given an opportunity to opt into or out of the Program, and reasonable notice will be provided as required by law and PUCO rules. Participants will also be notified of their right to select an alternate generation supplier and of their ability to return to EDU's Standard Service Offer.
- J. Termination of Service. In the event that the Contract is terminated prior to the end of the term, each individual Member of the Aggregation Group will receive written notification of the termination of the Program at least sixty (60) days prior to termination of service. If the Contract is not extended or renewed, Members will be notified as required by law and the CRES rules of the PUCO in advance of the end of service. Members will also be notified of their right to select an alternate generation supplier and of their ability to return to the EDU's Standard Service Offer upon termination.

- K. Opt-In Procedures. Eligible consumers may request to join the Aggregation Group after the expiration of any enrollment period by contacting the Provider. The Contract shall determine whether the Provider accepts them into the Program, and, if so, at what rate. The agreed upon policy in the Contract shall be consistent with the EDU's service activation requirements. Aggregation Group participants who move from one location to another within eligible areas of the County shall retain their participant status.
- L. Opt-out Outside Enrollment Period. Members who switch to a different generation supplier after the expiration of the Opt-out period will be allowed to do so in correlation with the consumer's next scheduled meter read date but may be charged a switching fee in an amount and method determined by the Contract. Switching to a different generation supplier on the next meter read date, however, will occur when the next meter read date is twelve (12) business days or more from the date of the consumer's notice of intent to opt-out of the Aggregation Group. Notification of intent to opt-out of the Aggregation Group may be made by contacting the Provider by telephone or in writing. Members who opt-out of the Aggregation Group will default to the EDU's Standard Service Offer, until the consumer selects an alternate generation supplier.
- M. Eligibility. Only non-mercantile consumers shall be eligible for the Program through the opt-out process. Other eligibility restrictions such as peak demand or use may be negotiated within the Contract.

VI. MISCELLANEOUS GOVERNANCE GUIDELINES

- A. The Board of County Commissions, County of Erie shall approve through Resolution or Ordinance the Plan of Operation and Governance for the Aggregation program and any Amendments thereto.
- B. The County will require any Provider to disclose any subcontractors that it uses in fulfillment of the services described above.
- C. The County will require the Provider to maintain either a toll free telephone number, or a telephone number that is local to County Program Members.

VII. LIABILITY. THE COUNTY 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 COUNTY 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.

VIII. INFORMATION AND COMPLAINT NUMBERS

Potential participants can receive more information about the program or Copies of this Plan from Erie County free of charge by calling 419-627-7682.

Any electric customer, including any participant in the County's Aggregation Program, may contact the Public Utilities Commission of Ohio (PUCO) for information, or to make a complaint against the Program, the Provider or EDU. 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.

Appendix A -- Education Process

The Provider will develop an educational program in conjunction with the County and its energy consultant. Its purpose will be to explain the aggregation program to County Members, provide updates and disclosures as mandated by State law and the rules of the PUCO, and provide the opportunity for the members to opt out of the program. The following are the program components:

1. Each eligible consumer within the County limits will receive via U.S. Mail notification of: what government aggregation means, their membership in the government aggregation program, the procedure which must be followed in order to opt out of the program, the price that they can expect to receive as a member of the program, and the deadline for returning the opt out form. See the attached letter.
2. The Provider will work with the County to provide opportunities for educating eligible County consumers about the Program and their rights under the law, PUCO rules and this Program. In addition, the Provider and County will work to provide education about and other opportunities for energy efficiency measures to help consumers reduce energy consumption.
3. The Provider will provide updates and disclosures as mandated by State law and rules of the PUCO.
4. The opt-out opportunity will be provided to the Members of the program at least every three years. Should conditions, suppliers, price, or any other component of the program change within the three-year period, participants will be given a notice of their opportunity to opt out of, or into the program.

Appendix B --- Customer Service Plan

A. Member Access:

1. Provider shall ensure Members reasonable access to their service representatives for inquiries, complaints, to discuss charges on Member bills, and transact any other business.
2. Telephone access shall be toll free and afford Members prompt answer times during normal business hours, as follows:

Corporation
Address: _____
City: _____, _____
Toll-free telephone number: 1-_____
Hours: _____

3. Provider shall provide a 24-hour automated telephone message instructing callers to report any service interruptions or electrical emergencies to the EDU with appropriate phone numbers.

B. Member Complaints:

1. Provider shall investigate Member complaints (including complaints referred by EDU) and provide a status report within five calendar days following receipt of the complaint to:
 - a. The consumer, when the complaint is made directly to Provider; or
 - b. The consumer and The PUCO Staff ("Commission Staff"), when a complaint is referred to Provider by the Commission Staff.
2. If an investigation is not completed within 14 calendar days, Provider shall provide status reports to the consumer and the County, or if applicable, to the consumer, the County, the County consultant and the Commission Staff. Such status reports shall be provided at five-day intervals until the investigation is complete, unless the action that must be taken will require more than five days and the Member has been so notified.
3. Provider shall inform the Member, or the Member, the County, County consultant and Commission Staff, of the results of the investigation, orally or in writing, no later than five calendar days after completion of the investigation. The consumer, the County, the County consultant, or Commission Staff may request the report in writing.
4. If a residential consumer disputes the Provider report, it shall inform the consumer that the Commission Staff is available to help resolve informal complaints. Provider shall provide the consumer with the current address, local/toll free telephone numbers, and TDD/TTY telephone numbers of the Commission's consumer services department.

5. Provider shall retain records of Member complaints, investigations, and complaint resolutions for one year after the occurrence of such complaints, and shall provide such records to the Commission Staff within five calendar days of request.
6. Provider shall make good faith efforts to resolve disputes.

C. Member Billing and Payments

The County will use the Provider, or its designated agent, to provide billing services to each Member for the Competitive Retail Electric Services, with no additional administrative fee. At this time, the EDU will render the billing statement, which should be consistent with all applicable guidelines issued by the PUCO. As this market develops, the County may, at its option and in consultation with the Provider, change this function to the Retail Electric Generation Provider or a billing agency.

D. Collections for delinquent accounts:

The EDU's credit and collection policies will apply to Program Members and shall be administered by the EDU. Neither the Governmental Aggregator, nor the Provider, will implement additional policies with respect to credit, deposits and collections. Failure to pay for Competitive Retail Electric Services may result in cancellation of the Member's contract with the Provider, and return the Member to the EDU's Standard Service Offer.

Erie County

Exhibit B-4

Experience

Electric Program

Experience

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

Erie County has been an active member in the natural gas and electric energy program of the County Commissioners Association Service Corporation (CCAOSC). The CCAOSC Energy Programs were designed specifically to help counties save money on their natural gas and electric bills by utilizing the strength of group buying. By grouping together, counties 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 the CCAOSC, obtained the best price for 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.
- Write and prepare reports on a quarterly/annual basis to the County, PUCO, PUCO's Market Monitoring division, and the Ohio Consumers' Counsel.
- 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 County to call for information during the 21-day enrollment and opt out period for the County's Aggregation Program.

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

Contact information for Palmer Energy Company

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

Competitive Retail Electric Service Affidavit

County of Erie :

State of Ohio :

Hank Solowiej, Affiant, being duly sworn/affirmed, hereby states that:
County Administrator

1. The information provided within the certification or certification renewal application and supporting information is complete, true, and accurate to the best knowledge of affiant, and that it will amend its application while it is pending if any substantial changes occur regarding the information provided.
2. The applicant will timely file an annual report of its intrastate gross receipts, gross earnings, and sales of kilowatt-hours of electricity pursuant to Sections 4905.10(A), 4911.18(A), and 4928.06(F), Ohio Revised Code.
3. The applicant will timely pay any assessment made pursuant to Sections 4905.10, 4911.18, and 4928.06(F), Ohio Revised Code.
4. The applicant will comply with all applicable rules and orders adopted by the Public Utilities Commission of Ohio pursuant to Title 49, Ohio Revised Code.
5. The applicant will cooperate fully with the Public Utilities Commission of Ohio, and its Staff on any utility matter including the investigation of any consumer complaint regarding any service offered or provided by the applicant.
6. The applicant will fully comply with Section 4928.09, Ohio Revised Code regarding consent to the jurisdiction of Ohio Courts and the service of process.
7. The applicant will comply with all state and/or federal rules and regulations concerning consumer protection, the environment, and advertising/promotions.
8. The applicant will use its best efforts to verify that any entity with whom it has a contractual relationship to purchase power is in compliance with all applicable licensing requirements of the Federal Energy Regulatory Commission and the Public Utilities Commission of Ohio.
9. The applicant will cooperate fully with the Public Utilities Commission of Ohio, the electric distribution companies, the regional transmission entities, and other electric suppliers in the event of an emergency condition that may jeopardize the safety and reliability of the electric service in accordance with the emergency plans and other procedures as may be determined appropriate by the Commission.
10. If applicable to the service(s) the applicant will provide, it will adhere to the reliability standards of (1) the North American Electric Reliability Council (NERC), (2) the appropriate regional reliability council(s), and (3) the Public Utilities Commission of Ohio.
11. The Applicant will inform the Public Utilities Commission of Ohio of any material change to the information supplied in the application within 30 days of such material change, including any change in contact person for regulatory purposes or contact person for Staff use in investigating consumer complaints.

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

13. Affiant further sayeth naught.

MS of Erie County Administrator
Signature of Affiant & Title

Sworn and subscribed before me this 10th day of January, 2024
Month Year

Erin M. Paolano
Signature of official administering oath

Erin m. Paolano, Notary Public
Print Name and Title

My commission expires on 3/30/24



ERIN M. PAOLANO, Notary Public
Erie County, Ohio
My Commission Expires 3/30/24

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

Case No(s). 10-0712-EL-GAG

Summary: In the Matter of the Application of Board of Erie County Commissioners