



# Public Utilities Commission

PUCO USE ONLY - Version 1/07		
Date Received	Renewal Certification Number	ORIGINAL GAG Case Number
		09 - 0962 - GA-GAG

FILE

## RENEWAL CERTIFICATION APPLICATION OHIO NATURAL GAS GOVERNMENTAL AGGREGATORS

Please **type or print** all required information. Identify all attachments with an exhibit label and title (*Example: Exhibit B-1 - Authorizing Ordinance*). All attachments should bear the legal name of the Applicant. Applicants should file completed applications and all related correspondence with the Public Utilities Commission of Ohio, Docketing Division, 180 East Broad Street, Columbus, Ohio 43215-3793.

This PDF form is designed so that you may directly input information onto the form. You may also download the form by saving it to your local disk.

### SECTION A - APPLICANT INFORMATION

#### A-1 Renewal Applicant information:

Legal Name Village of Pomeroy  
Address 320 E Main Street, Pomeroy, Ohio 45769  
Telephone No. 740-992-2246 Web site address <https://www.facebook.com/pages/Village-of-Pomeroy>  
Current PUCO Certificate Number 09-167G Effective Dates December 2, 2017 - December 2, 2019

#### A-2 Contact person for regulatory or emergency matters:

Name Mark R. Frye Title Consultant for Village of Pomeroy  
Business Address 5577 Airport Highway, Suite 101, Toledo, OH 43615  
Telephone No. 419-539-9180 Fax No. 419-539-9185 Email Address [mfrye@palmerenergy.com](mailto:mfrye@palmerenergy.com)

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

Name Mark R. Frye Title Consultant for Village of Pomeroy  
Business address 5577 Airport Highway, Suite 101, Toledo, OH 43615  
Telephone No. 419-539-9180 Fax No. 419-539-9185 Email Address [mfrye@palmerenergy.com](mailto:mfrye@palmerenergy.com)

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

Customer service address 5577 Airport Highway, Suite 101, Toledo, OH 43615  
Toll-Free Telephone No. 419-539-9180 Fax No. 419-539-9185 Email Address [mfrye@palmerenergy.com](mailto:mfrye@palmerenergy.com)

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mm Date Processed 09/27/19  
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## SECTION B - APPLICANT AUTHORITY AND AGGREGATION PROGRAM INFORMATION

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED

- B-1** **Exhibit 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.
- B-2** **Exhibit B-2 "Operation and Governance Plan,"** provide a copy of the applicant's plan for operation and governance of its aggregation program adopted pursuant to 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.
- B-3** **Exhibit B-3 "Automatic Aggregation Disclosure Notification,"** 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,
- B-4** **Exhibit B-4 "Opt-Out Notice,"** provide a draft copy of the applicant's opt out notice that comports with the Opt-Out disclosure requirements pursuant to Rule 4901:1-28-04 of the Ohio Administrative Code. *(Ten days prior to public dissemination, the applicant shall docket with the Commission, the finalized Opt-Out notice that provides or offers natural gas aggregation service.)*
- B-5** **Exhibit B-5 "Experience,"** provide a detailed description of the applicant's experience and plan for: providing aggregation services *(including contracting with consultants, broker/aggregators, retail natural gas suppliers)*; providing billing statements; responding to customer inquiries and complaints; and complying with all applicable provisions of Commission rules adopted pursuant to Section 4929.22 of the Ohio Revised Code and contained in Chapter 4901:1-29 of the Ohio Administrative Code.

Applicant Signature and Title

*[Handwritten Signature]*

MAYOR

Sworn and subscribed before me this

16<sup>th</sup>

day of

September

Month

2019

Year

*[Handwritten Signature]*

Signature of official administering oath

*[Handwritten Signature]*

Print Name and Title

Andrea Stokes, Program Manager

My commission expires on

October 12, 2020



ANDREA R. STOKES  
NOTARY PUBLIC - OHIO  
MY COMMISSION EXPIRES 10-12-2020



# The Public Utilities Commission of Ohio

## Ohio Natural Gas Governmental Aggregation Affidavit Form (Version 1.07)

In the Matter of the Application of )

Village of Pomeroy )

for a Certificate or Renewal Certificate to Provide )  
Natural Gas Governmental Aggregation Service in )  
Ohio. )

Case No. 09-0962 -GA-GAG

County of Meigs  
State of Ohio

Don Anderson

[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.
- (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 Section 4905.10 or Section 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 with the Public Utilities Commission of Ohio and its staff in 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 inform the Public Utilities Commission of Ohio of any material change to the information supplied in the certification or certification renewal application within 30 days of such material change, including any change in contact person for regulatory or emergency purposes or contact person for Staff use in investigating customer complaints.
- (8) Affiant further sayeth naught.

Affiant Signature & Title

*Don Anderson* MAYOR

Sworn and subscribed before me this 11<sup>th</sup> day of

September Month 2019 Year

*Andrea Stokes*

Signature of Official Administering Oath

*Andrea Stokes, Program Manager*

Print Name and Title



ANDREA R. STOKES  
NOTARY PUBLIC - OHIO  
MY COMMISSION EXPIRES 10-12-2020

My commission expires on

October 12, 2020

(Ohio Natural Gas Governmental Aggregator Renewal) Page 3 of 3

# **Village of Pomeroy**

## **Exhibit B-1**

### **Authorizing Ordinance/Resolution**

Ordinance No. 2019-

AN ORDINANCE TO APPROVE THE AMENDMENT TO THE PLAN OF OPERATION  
AND GOVERNANCE FOR THE VILLAGE OF POMEROY'S NATURAL GAS  
AGGREGATION PROGRAM

Whereas, pursuant to Chapter 4929 of the Ohio Revised Code, to facilitate competitive retail natural gas service to promote natural gas savings, lower cost of natural gas supplies, and other benefits, certain governmental entities may aggregate certain natural gas consumers within their jurisdiction, and

Whereas, on May 5, 2009 the electors of the Village of Pomeroy approved the Village's plan to create an aggregation program for customers located within the boundaries of the Village of Pomeroy; and

Whereas, Revised Code 4929.26(c) requires a governmental entity interested in the automatic registration of customers under governmental aggregation, subject to customers rights to "opt-out" of such an aggregation, to adopt a plan of operation and governance for its aggregation program; not, therefore,

Be it Ordained by Council of the Village:

Section 1. That this Council hereby adopts the Village of Pomeroy's Plan of Operation and Governance, (attached hereto and incorporated herein by reference as Exhibit A) for the implementation and administration of the City's municipal gas aggregation program in accordance with Revised Code 4929.26 (c).

Section 2. That upon adoption by Council, this ordinance shall be in effect thirty days following signature by the Mayor.

  
\_\_\_\_\_

Date: 9/16/19

# **Village of Pomeroy**

## **Exhibit B-2**

### **Operation and Governance Plan**

# **THE VILLAGE OF POMEROY NATURAL GAS AGGREGATION PROGRAM**

## **PLAN OF OPERATION AND GOVERNANCE**

## **Purpose**

The goal of this program is to facilitate additional choices for the supply of natural gas for residential and commercial consumers, pursuant to Ohio Revised Code section 4929.

This aggregation program has been developed in accordance with House Bill 9.

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

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

## **Process**

On May 5, 2009, the Village of Pomeroy voters approved the development of a form of natural gas government aggregation, known as opt-out aggregation. The Village shall follow the process of governmental aggregation as set out in Ohio Revised Code section 4929.26 and the rules set out by the Public Utilities Commission of Ohio (PUCO).

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

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

## **Village of Pomeroy Aggregation Program**

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

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



## **Operation**

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

## **Funding**

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

## **Notification of Customers**

All eligible customers in The Village of Pomeroy will receive an opt-out package in the mail. The Village of Pomeroy will adhere to all eligibility requirements of R.C. 4929.26. Essentially, eligible customers cannot be under contract to buy natural gas from an alternate supplier or a mercantile customer.

The notice shall clearly inform customers of the offered rate, and that they have the right to opt-out of The Village's aggregation program within twenty-one days after the mailing of the notice without paying a switching fee. The notice will fully describe how to opt-out. After the completion of the opt-out process, the residents who did not opt out will be included in The Village's aggregation pool.

## **Customer opt-out**

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

## **Customer opt-in**

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

### **Joining the Program at a later date**

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

### **Disputes**

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

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

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

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

In either event, the aggregation pool customers will return to Columbia Gas (COH) unless and until they switch to an alternate supplier. Each individual customer receiving natural gas supply service under The Village of Pomeroy aggregation program will receive notification of the termination of the program before termination.

### **Rates**

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

### **Billing and Payment**

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

payment delinquency issues, details of the supplier's credit and deposit policies will be included in the opt-out package.

### **Liability**

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

### **Copies of Plan**

Copies of this plan are available from the Village of Pomeroy free of charge. Call The Village of Pomeroy at 740-922-2246, for a copy or for more information.

### **Consumer Right to Contact PUCO**

Any natural gas customer, including any participant in Village of Pomeroy 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.

# **Village of Pomeroy**

## **Exhibit B-3 and B-4**

### **Automatic Aggregation**

#### **Disclosure**

#### **Opt – Out Notice**



March 10, 2017

Dear Natural Gas Consumer,

Volunteer Energy Services, Inc. (VESI) in cooperation with the Village of Pomeroy is continuing to provide you with the opportunity to join or continue with other residents and small commercial customers in the Village's natural gas Governmental Aggregation Program. **If you have received this letter and are outside of the boundaries of the Village of Pomeroy, please let us know by calling 800-977-8374.** Governmental Aggregation programs allow Village officials to bring together citizens to gain group-buying power for the purchase of natural gas from a retail supplier licensed by the Public Utilities Commission of Ohio. Village of Pomeroy voters approved this program in 2010.

During the past few months, we have researched options for competitive natural gas pricing for you. We have chosen VESI, an Ohio based corporation to provide you with natural gas on a year to year basis unless otherwise negotiated.

***You will be automatically enrolled in the Village's Natural Gas Government Aggregation Program unless you choose to "opt out"*** – that is, affirmatively choose not to participate. If you wish to be excluded from the Village's natural gas aggregation program, you must return the enclosed "Opt-Out" form by **March 31, 2017**. Otherwise, you will be included in the aggregation program. If you do not opt out at this time, you will receive a notice at least once every two years asking if you wish to remain in the program. However, you do not need to do anything to participate. There is no cost for enrollment and you will not be charged a switching fee.

**For members of this program, VESI has offered to provide natural gas to Aggregation Members at a rate of 7% off of Columbia Gas Standard Choice Offer (COH SCO) Market Adder per Ccf plus NYMEX month end settle at the burner tip. This price is good through the earlier to occur of (a) a change in any material term, such as a discount other than 7% being applied to the then-current COH SCO Market Adder, or (b) March 31, 2019.**

VESI will notify you if a new rate is established and you will automatically continue at that rate unless you choose to cancel. If you are ever unhappy with your rate, you may leave the program free of charge at any time. Please refer to the attached Terms and Conditions for full details of this offer.

After you become a participant in the Village's natural gas aggregation program, Columbia Gas will send a letter confirming your selection of VESI as your natural gas provider. As required by law, this letter will inform you of your option to cancel your enrollment with VESI within seven business days of its postmark date. To remain in the Village's government aggregation program, you don't need to take any action when this letter arrives. You will be automatically enrolled.

Columbia Gas of Ohio will always be responsible for ensuring the distribution of natural gas to your premises and will continue to maintain your meter, the monthly reads and the pipelines that deliver natural gas to your home. Your natural gas bill will also continue to come from Columbia Gas of Ohio. The only change you'll notice is the name of your new gas supplier, Volunteer Energy Services, included on your bill.

If you have any questions, please call VESI toll-free at 1-800-977-8374, Monday through Friday, 9:00 a.m. to 4:00 p.m.

Sincerely,

Volunteer Energy Services, Inc.

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

**Service Arrangement:** VESI's energy supply will be delivered to your residence or facility via the utilities pipeline on a month to month basis. Upon acceptance by the utility company the cost will be 7% off COH SCO adder per Ccf plus NYMEX end of month close. Each year the rate will be reviewed between The Village of Pomeroy and VESI. Rates include \$.05 broker fee.

**Term:** The term of this Agreement shall commence when accepted by VESI and shall continue until the sooner to occur of (a) a change in any material term, such as a discount other than 7% being applied to the then-current SCO Adder, or (b) twenty-four (24) months. Natural gas service will begin within 60 days of acceptance by Columbia Gas. You may terminate this Agreement with VESI by providing a 30-day notice in writing to VESI or by telephone. Columbia Gas will continue to deliver VESI-supplied natural gas to your home at the agreed upon rate.

**Office Locations and Hours:** VESI's offices are located at 790 Windmill Drive, Pickerington, Ohio 43147 and are open from 8:30 A.M. to 4:00 P.M. E.S.T., Monday through Thursday. VESI can be reached by telephone at (614) 856-3128 or toll free at 800-977-8374. Telephone service hours are from 9:00 A.M. to 4:00 P.M. E.S.T., Monday through Friday. E-mail address is [sraffeld@volunteereenergy.com](mailto:sraffeld@volunteereenergy.com).

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

**Complaint Dispute Resolution:** If you have any complaints regarding your natural gas service or your monthly bill, please contact us at 1-800-977-8374. Upon request, VESI will provide to you up to twenty-four months of your payment history without charge. If your complaint is not resolved after you have called VESI, 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 eight a.m. to five p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). Additionally, the Ohio consumers' council (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.pickocc.org>.

**Amendment to Agreement:** VESI may amend VESI's Supply Agreement from time to time upon approval from the Village of Pomeroy. Any amendments

made would not take effect for a minimum of thirty (30) days and you will receive thirty (30) days written notice at members - service address. Notice of any such change is public information and may be announced by any one of or variation of the following methods: local newspaper press release, local radio station announcement, written communications to participants or update on Village's website.

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

**Credit:** If VESI is performing billing services, other than for operation, maintenance, assignment and transfer of your account or, for commercial collection, VESI will not disclose your account number without your affirmative written or electronic authorization or pursuant to a court or commission order. Additionally, if billing, other than for the purposes of credit checking and credit reporting, VESI will not disclose your social security number without your affirmative written consent or pursuant to a court order.

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

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

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

*P.S. Remember to return the opt-out form only if you do not want to participate in the Village's Governmental Aggregation program.*

OPT OUT FORM FOR THE VILLAGE OF POMEROY GOVERNMENTAL AGGREGATION PROGRAM

I wish to opt out of the Village of Pomeroy Governmental Aggregation Program  
Service Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Account Number: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Account holder's signature: \_\_\_\_\_

Mail by **March 31, 2017** to: Village of Pomeroy Governmental Aggregation Program, 790 Windmill Drive, Pickerington, Ohio 43147

# **Village of Pomeroy**

## **Exhibit B-5**

## **Experience**

## **Experience**

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

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 City, PUCO, PUCO's Market Monitoring division, and the Ohio Consumers' Counsel.

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**