

DIS Case Number: 20-0139-GA-GAG

Section A: Application Information

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

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

Legal Name: Wayne County Commissioners Country: United States
Phone: 330-287- Extension (if applicable): Street: 428 W. Liberty Street
5400
Website (if any): www.wayneohio.org City: Wooster Province/State: OH

Postal Code: 44691

A-2. Contact person for regulatory matters

Andrea Flowers
5577 Airport Highway; Suite 101
Toledo, OH 43615
US
aflowers@palmerenergy.com
4195399180

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

Andrea Flowers
5577 Airport Highway; Suite 101
Toledo, OH 43615
US
aflowers@palmerenergy.com
4195399180

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

Phone: 419-539-9180 Extension (if applicable): Country: United States
Fax: 419-539-9185 Extension (if applicable): Street: 5577 Airport Highway, Suite 101
Email: aflowers@palmerenergy.com City: Toledo Province/State: OH



B-1. Authorizing ordinance

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

File(s) attached.

B-2. Operation and governance plans

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

Files(s) attached.

B-3. Opt-out disclosure notice

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

File(s) uploaded

B-4. Experience and Plans

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

File(s) attached



Public Utilities
Commission

Application Attachments

Wayne County

Exhibit B-1

Authorizing Ordinance/Resolution

RESOLUTION 27-2019

RESOLUTION 27-2019 AUTHORIZING THE WAYNE COUNTY COMMISSIONERS TO ACT AS THE PURCHASING AGENT AND GOVERNMENTAL AGGREGATOR FOR ELECTRIC POWER AND NATURAL GAS FOR EAST UNION TOWNSHIP.

The East Union Township, Wayne County, Ohio, met in regular session on the 14th day of November 2019, at the office of the Township with the following members present:

Blake Meier Daniel Hodge Joseph Rabatin

Trustee Joseph Rabatin moved the adoption of the following resolution:

Whereas, on November 5, 2019, the residents of East Union Township voted in favor of electric and gas aggregation to improve purchasing leverage and offer reduced electrical and gas generation rates to residential and small business consumers, and,

Whereas, the Wayne County Commissioners have offered their services to act on behalf of all townships in Wayne 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 and gas aggregation,

THEREFORE; Be It Resolved,

Section 1. The East Union Township Trustees hereby authorize the Wayne County Commissioners to act as the governmental agent for purchasing and aggregation of electric power and natural gas for the residents of East Union Township.

Section 2. This resolution shall be copied to the Wayne County Commissioners, 428 West Liberty St., Wooster, Ohio 44691.

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

Trustee Daniel Hodge seconded the above resolution and the vote upon its adoption resulted as follows:

Blake M. Hein yes

Samuel D. Hodge yes

Joseph A. Labadie yes

Considered and adopted by unanimous vote.

Attest: Valerie D. Lewis
Fiscal Officer

File:

I, the undersigned, Fiscal Officer of East Union Township, Wayne County, Ohio, do hereby certify that the foregoing is a true and correct copy from the official record of said Board of Township Trustees as recorded in said Journal.

Valerie D. Lewis
Fiscal Officer of East Union Township,
Wayne County, Ohio

Resolution

No. 2020-17

Board of Wayne County Commissioners

Ron Amstutz Rebecca S. Foster Sue A. Smail

Adopted: January 8, 2020

Subject: **Approval and Adoption of Plan of Operation and Governance for Wayne County Natural Gas Aggregation Program (ORC Section 4929.26; Joint Exercise of Authority with East Union Township, Wayne County, Ohio)**

It was moved by Commissioner Smail and seconded by Commissioner Amstutz that the following resolution be adopted:

WHEREAS, on November 5, 2019, the voters of East Union Township, Wayne County, Ohio, approved the development of a form of governmental natural gas aggregation known as opt-out aggregation; and

WHEREAS, Section 4929.26 of the Ohio Revised Code authorizes the Board of Township Trustees of East Union Township to exercise its authority under said section jointly with any other such legislative authority or board; and

WHEREAS, the Ohio Revised Code provides that a board of county commissioners may aggregate natural gas consumers within the unincorporated portion of its county and requires the adoption of a plan to govern the operations of the aggregation program; and

WHEREAS, governmental aggregation provides an opportunity for residential and small business customers, collectively, to participate in the potential benefits of the competitive retail natural gas market through lower natural gas rates that they would not otherwise be able to obtain individually; and

WHEREAS, the Board of County Commissioners of Wayne County, Ohio (the "Board"), seeks to establish a governmental aggregation program with opt-out provisions pursuant to the authority conferred by Section 4929.26 of the Ohio Revised Code, for the residents, business, and other natural gas consumers within Wayne County, either on its own, or in conjunction jointly with any other township, county, or other political subdivision of the State of Ohio, as permitted by law; and

WHEREAS, the Board shall follow the process of governmental aggregation as set out in Section 4929.26 of the Ohio Revised Code and the rules set out by the Public Utilities Commission of Ohio (PUCO); and

WHEREAS, it is necessary for the Board to adopt a Plan of Operation and Governance for the Wayne County Natural Gas Aggregation Program before further actions can be taken to establish the Wayne County Natural Gas Aggregation Program; and

WHEREAS, the Plan of Operation and Governance is initially intended for the approval of East Union Township, but the plan may also eventually include other townships and communities in Wayne County that, in accordance with Section 4929.26 of the Ohio Revised Code, choose to join the Wayne County opt-out governmental natural gas aggregation program and obtain approval from the Board; and

WHEREAS, on December 30, 2019, the Board of Township Trustees of East Union Township held two (2) public hearing hearings on the Plan of Operation and Governance, in accordance with Section 4929.26 of the Ohio Revised Code.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Wayne County, Ohio, that:

Section 1. The Board hereby approves and adopts as the Plan of Operation and Governance for the Wayne County Natural Gas Aggregation Program the draft plan submitted during the two (2) public hearings held by the Board of Township Trustees of East Union Township on December 30, 2019.

Section 2. The President of the Board and the County Administrator, on behalf of the Board, are separately and individually authorized to execute and/or submit any and all documents related to the Plan of Operation and Governance for the Wayne County Natural Gas Aggregation Program and/or an opt-out governmental natural gas aggregation program.

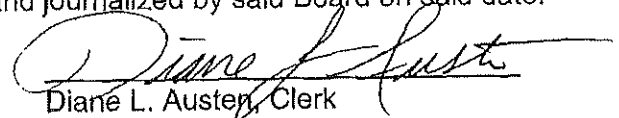
Section 3. The Board finds and determines that all formal actions of the Board concerning and relating to the adoption of this resolution were taken in an open meeting of the Board held in compliance with Ohio's Sunshine Laws.

Section 4. This resolution shall be in full force and effect from and immediately upon its adoption.

The vote is as follows: Ron Amstutz yea Rebecca S. Foster yea Sue A. Smail yea

CERTIFICATE

I, Diane L. Austen, Clerk of the Board of County Commissioners, Wayne County, Ohio, hereby certify that the above is a true and correct copy of the resolution adopted and journalized by said Board on said date.


Diane L. Austen, Clerk

Wayne County

Exhibit B-2

Operation and Governance Plan

WAYNE COUNTY NATURAL GAS AGGREGATION PROGRAM

PLAN OF OPERATION AND GOVERNANCE

December 17, 2019

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.

The East Union Township, Wayne County Natural Gas Aggregation Program seeks to aggregate the retail natural gas loads of consumers located in Wayne County, Ohio. While initially intended for this Township approval, the following Plan of Governance may also eventually include other townships and communities in Wayne County provided they pass a governmental aggregation referendum by the majority voters in that community, that decide to join the Wayne County Ohio "opt-out" governmental aggregation program and obtain approval from the Board of County Commissioners. Participation in the Wayne County 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 Dominion East (DEO) or to enter into a power supply contract with any other retail natural gas supplier.

Process

On November 5, 2019, the East Union Township, Wayne County voters approved the development of a form of natural gas government aggregation, known as opt-out aggregation. The County 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 board of county commissioners 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. Wayne County 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.

Wayne County Aggregation Program

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

Wayne County will obtain the list of customers within its boundaries from Dominion East (DEO), either by zip code or by method provided by the utility. The County 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 County 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 County's aggregation program during this initial

notification period will remain with Dominion East (DEO) 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 County'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 Wayne County will receive an opt-out package in the mail. Wayne County 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 Wayne County'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 County's aggregation pool.

Customer opt-out

Customers may opt-out of The Wayne County 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 Dominion East (DEO). The County 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

Wayne County intends on having its supplier allow customers who move into or within Wayne County to opt into The County's aggregation program by calling and voluntarily signing up with the supplier. The County will strive to provide these new customers with a rate similar to those who had been in the pool from the beginning. Additionally, the County's supplier may obtain a refreshed customer list from Dominion East (DEO) approximately every six months. The County'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 County 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 County 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 Wayne County supplier will maintain this toll free number for all customer related questions and complaints. The County shall require that the personnel assigned to answer these calls be trained and provided the knowledge specific to The County'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 County 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 Dominion East (DEO) unless and until they switch to an alternate supplier. Each individual customer receiving natural gas supply service under The Wayne County 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 County 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

Wayne County will continue to have Dominion East (DEO) bill customers using an itemized format approved by the PUCO. The billing statement will be consistent with applicable PUCO rules and regulations. The County 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 County will not become involved in any payment delinquency issues and thus will

not require any type of consumer credit or deposit. If The County'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 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.

Copies of Plan

Copies of this plan are available from the County free of charge. Call Wayne County at 330-287-5400, for a copy or for more information.

Consumer Right to Contact PUCO and Ohio Consumers Counsel.

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

Competitive Retail Natural Gas Service Affidavit

County of Wayne :

State of Ohio :

Patrick C. Herron, Affiant, being duly sworn/affirmed, hereby states that:

1. The information provided within the certification or certification renewal application and supporting information is complete, true, and accurate to the best knowledge of affiant, and that it will amend its application while it is pending if any substantial changes occur regarding the information provided.
2. The applicant will timely file an annual report of its intrastate gross receipts and sales of hundred cubic feet of natural gas pursuant to Sections 4905.10(A), 4911.18(A), and 4929.23(B), Ohio Revised Code.
3. The applicant will timely pay any assessment made pursuant to Sections 4905.10 and 4911.18(A), Ohio Revised Code.
4. Applicant will comply with all applicable rules and orders adopted by the Public Utilities Commission of Ohio pursuant to Title 49, Ohio Revised Code.
5. Applicant will cooperate fully with the Public Utilities Commission of Ohio and its staff on any utility matter including the investigation of any consumer complaint regarding any service offered or provided by the applicant.
6. Applicant will comply with Section 4929.21, Ohio Revised Code, regarding consent to the jurisdiction of the Ohio courts and the service of process.
7. Applicant will comply with all state and/or federal rules and regulations concerning consumer protection, the environment, and advertising/promotions.
8. Applicant will inform the Public Utilities Commission of Ohio of any material change to the information supplied in the application within 30 days of such material change, including any change in contact person for regulatory purposes or contact person for Staff use in investigating consumer complaints.
9. The facts set forth above are true and accurate to the best of his/her knowledge, information, and belief and that he/she expects said applicant to be able to prove the same at any hearing hereof.
10. Affiant further sayeth naught.

Pat C. Herron, Wayne Co. Administrator
Signature of Affiant & Title

Sworn and subscribed before me this 1st day of Sept., 2021
Month Year

Diane L. Auster
Signature of official administering oath

Diane L. Auster, Clerk
Print Name and Title

My commission expires on 9-9-2023

Wayne County

Exhibit B-3

**Automatic Aggregation
Disclosure**

Opt – Out Notice

1-1-12345-0-
TEST CUSTOMER
6100 EMERALD PKWY
DUBLIN OH 43016

August 19, 2021

Dear Resident or Small Business Owner:

East Union Township has selected IGS Energy of Dublin, Ohio as the supplier of natural gas to participants in its Natural Gas Aggregation Program for the next two years. You are eligible to participate with other residents and small businesses in the Township. You will automatically be enrolled in the East Union Natural Gas Aggregation Program unless you notify IGS Energy that you do not wish to participate.

Under governmental aggregation, East Union Township acts on behalf of natural gas consumers in the Township to negotiate a gas supply contract with eligible suppliers. Both the Township and IGS Energy must be certified by the Public Utilities Commission of Ohio. Voters approved the implementation of the program on November 5, 2019. Your participation in the aggregation program for the East Union Township will begin within one or two billing periods after enrollment with Dominion East Ohio (Dominion) and end with your September 2023 billing period.

Your price under the East Union Natural Gas Aggregation Program will be **\$3.09 per MCF** through your September 2023 billing period. There is no charge to sign up and no charge to cancel. Please refer to the attached Terms and Conditions for full details of this offer.

You will be automatically enrolled in the East Union Natural Gas Aggregation Program unless you choose to "opt out" – that is, to not participate. There is no cost for enrollment and you do not need to do anything to be included.

If you want to be excluded from the East Union Natural Gas Aggregation Program you must return the enclosed "Opt-Out" form or contact IGS Energy at 1-877-353-0162 by September 9, 2021. If you do not opt out at this time, you will be enrolled in the program until it expires with your September 2023 billing period. If you do nothing you will soon receive a letter from Dominion notifying you of your transfer to your community's new program with IGS Energy as your supplier. **If you wish to remain in the program, simply ignore that letter.**

Under this program IGS Energy will deliver your gas to Dominion and then Dominion will deliver that gas to you. Dominion will maintain the pipeline system that delivers natural gas to your home or business. Dominion will continue to read your meter and will continue to send you a monthly bill that will include the gas supply charge from IGS Energy. You will still contact Dominion regarding loss of gas service, odor of gas, or for any other concerns or issues having to do with your local service. Budget billing and automatic billing options will continue to be available through Dominion.

If you have any questions please call IGS Energy at 1-877-353-0162, weekdays, from 8:00 a.m. to 8:00 p.m. EST. For general information on natural gas deregulation in Ohio, you can also visit the Web Sites of the Ohio Consumers' Counsel (www.occ.org) or the Public Utilities Commission of Ohio (www.PUCO.ohio.gov).

Sincerely,

East Union Township and IGS Energy

P.S. Remember to return the "Opt-Out" form only if you do not want to participate in the East Union Natural Gas Aggregation Program.

If the home or small business for which you have received this letter is not located within the East Union Township, you have received this letter in error. Please contact IGS Energy at 1-877-353-0162 to be removed from the aggregation list.

You are not eligible to participate in this program if you are currently enrolled in the PIPP program. If you are already under contract with a competitive retail natural gas service provider, you may incur a contract termination fee or other charges if you fail to opt-out of the aggregation program.

13 digit account number as it appears on your Dominion East Ohio gas bill.

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I wish to opt out of the East Union Township
Natural Gas Aggregation Program.

(Check box to opt out.)

☐

Name (Please Print) _____

Address _____

City, State, Zip _____

Phone Number _____

Email Address _____

Signature (REQUIRED) _____



Term: The community's opt-out government aggregation program (the "Program") and my service with Interstate Gas Supply, Inc. (elsewhere referred to as "IGS Energy" and the consumer will be referred in the first person, "my", "me" or "I") as my supplier on the Program will begin within one to two billing cycles after my enrollment or rate change is confirmed with the utility company and shall continue through my **September 2023** utility billing cycle, unless notified otherwise. IGS Energy will supply the commodity portion of my natural gas and Dominion East Ohio Gas Company will be my Natural Gas Distribution Company ("NGDC"). I can contact the IGS Energy choice department by phone at 1-877-353-0162, by fax at 1-800-584-4839, in writing at P.O. Box 9060, Dublin, OH 43017, or through their web site at <http://www.igsenergy.com>.

Regulatory: The NGDC's choice program and the government aggregation for my community are subject to ongoing Public Utilities Commission of Ohio (PUCO) jurisdiction, and I understand that if the choice program or this Program is terminated, this Agreement may be terminated, without penalty to either party.

Price: My price through my September 2023 billing cycle will be **\$3.09 per Mcf**, which does not include applicable sales tax or NGDC transportation and other charges.

Renewal: If my community's governmental aggregation continues, at least every two years from the establishment of this Program the government aggregator or its supplier shall provide me notice of my right to opt out of the aggregation without penalty. The process for providing me with notice of my right to opt-out shall include a provision for me to return a post card or similar notice to the governmental aggregator or the supplier. For renewals, I will have at least twenty-one days from the post mark date on the written notice to choose to opt out of the Program, and my return post card or notice that is post marked before the opt out deadline has elapsed shall count as timely sent. The notice will follow the procedures established for the initial opt-out notice set forth in this rule and shall prominently disclose to customers all changes to the terms and conditions associated with the aggregation. I am entitled to opt-out of the government aggregation program at least every two years from the commencement sent date of the Program, without a penalty. If I am in the Program when the Program is renewed and I do not exercise my right to opt-out, I will be continued in the Program.

Rescission Period: I will have 21 days from the post mark date of my opt-out notice to exercise my right to opt-out of my community's Program. If I do not opt-out of the Program, IGS Energy will submit my enrollment to the NGDC and if I am new to the Program or a new customer to IGS Energy I will have 7 business days from the post-mark date of the confirmation notice sent by the NGDC to rescind my enrollment. I can rescind my enrollment by contacting the NGDC in writing or by telephone at the number provided on the confirmation notice within that 7 day period. Otherwise, I can cancel this agreement as detailed below.

Cancellation: Either party can cancel this Agreement within the first 30 days of enrollment with IGS Energy by providing the other with notice of cancellation, with no cancellation fee. At any other time either party can cancel this agreement with notice to the other, without a cancellation fee. Cancellation notices provided after the NGDC deadline may result in additional month(s) of service beyond the cancellation notice date, as the effective date of all cancellations are subject to NGDC guidelines and I agree to continue to pay for my service with IGS Energy for all periods billed with IGS Energy. I understand that if I switch my service to another supplier or back to the NGDC an NGDC switching fee may apply under the NGDC's tariff and the NGDC may charge a price other than the NGDC commodity rate.

Contact and Dispute Resolutions: In the event of a billing dispute or issues regarding volume or metering, I should contact the NGDC at the number listed on their bill. For other questions or concerns about pricing, I can contact the IGS Energy choice department by phone weekdays from 8:00 a.m. to 8:00 p.m. EST at 1-877-353-0162, by fax 1-800-584-4839, in writing at P.O. Box 9060, Dublin, OH 43017, or through their web site at www.igsenergy.com. Also, I can contact IGS Energy through e-mail at choice@igsenergy.com. If my questions or concerns are not resolved after I have called IGS Energy, or for general utility information, residential and business customers may call the Public Utilities Commission of Ohio (PUCO) toll free at 1-800-686-7826 or for TDD/TTY toll free at 1-800-686-1570, from 8:00 a.m. to 5:30 p.m. weekdays, or visit the PUCO website at www.puco.ohio.gov. The Ohio Consumers Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted toll free at 1-877-742-5622 from 8:00 a.m. to 5:00 p.m. weekdays or visit www.occ.ohio.org.

Billing: For my convenience I will receive only one bill, which will be issued by the NGDC each month and will contain IGS Energy's gas price plus applicable taxes and all of the NGDC's transportation and other applicable charges, including any late fees assessed by the NGDC. I agree to continue to pay the NGDC for the entire gas bill under the NGDC's payment terms and conditions. If I pay under the budget bill payment plan, I understand that this service is available and will remain available. IGS Energy reserves the right to issue an invoice to me directly, such invoice would contain IGS Energy's gas price and may also contain applicable taxes and all of the NGDC's transportation and other applicable charges. If the NGDC discontinues or materially alters its billing service, then IGS Energy may invoice me directly and if I fail to pay within the terms specified on the invoice(s) a late fee of 1.5% per month on all past-due amounts will apply. If IGS Energy bills me directly for services provided, IGS Energy may terminate this Agreement with fourteen (14) days written notice should I fail to pay the bill or meet any agreed-upon payment arrangements. If I fail to pay my invoices timely which include IGS Energy charges, the NGDC may disconnect my service, according to tariff guidelines. I may request, at no charge, up to 24 months of my payment history for services rendered by IGS Energy. Other than for operation, maintenance, assignment and transfer of my account or, where IGS Energy is performing billing services, or for commercial collections, IGS Energy will not disclose my account number to any other third party without my affirmative written consent or electronic authorization or pursuant to a court or Commission order and that, other than for credit checking and credit reporting, if IGS Energy is performing billing services, IGS Energy will not disclose my social security number without my affirmative written consent or pursuant to court order. I authorize IGS Energy to obtain my billing payment and usage history from the NGDC.

Assignment: This contract is assignable by IGS Energy without my consent subject only to required regulatory approvals. IGS will use its best efforts to give the NGDC and me thirty (30) days written notice prior to any assignment.

Moving/Termination: I understand that this contract will automatically terminate, without penalty, if I relocate outside my community aggregation Program boundaries, or if the requested service location is not served by the NGDC. Also, I understand that I have the right to terminate this Agreement, without penalty, if I relocate inside the NGDC service territory and the NGDC does not have contract portability and if IGS Energy agrees to allow me to continue. In such instances, I would have to enroll with IGS Energy under a new agreement, as this Agreement is only valid for opt-out government aggregation. I understand that I am not entitled to the pricing or service from IGS Energy hereunder at my new location until such time as the NGDC accepts my enrollment with IGS Energy at my new location and/or transfers my contract to my new location and that the pricing hereunder will not be extended for additional months that I was not with IGS Energy, unless agreed to in writing by IGS Energy. Except as provided in this Agreement, if IGS Energy returns me to the NGDC's sales service, this Agreement will terminate without penalty to me.

Eligibility / Limitation of Liability / Jurisdiction: This Agreement is for residential and small commercial customers that use less than 500 MCF a year and are otherwise eligible for opt-out government aggregation programs. IGS Energy and my community shall use its best efforts to ensure that only eligible customer accounts within its governmental boundaries and customers who have not opted out are included in its aggregation. If ineligible accounts, accounts from outside of the governmental aggregator's governmental boundaries, or accounts for customers who opted out of the aggregation are switched to the governmental aggregation, as soon as IGS Energy is aware of such event the governmental aggregator (or IGS Energy) will promptly contact the natural gas company to have the customer switched back to the customer's former supplier, and will pay any switching fee imposed by the NGDC for such switch. Participation in the program is subject to the rules of the NGDC and the rules established in Ohio Administrative Code 4901:1-28. Customers are sometimes terminated or not enrolled in the program due to NGDC issues. In such instances, I can contact the NGDC to correct the problem and be reinstated or enrolled in the Program. Regardless of the reason for termination, in no case will the original term be extended for months that I was unable to participate nor will IGS Energy have any liability for any early termination or for any months that I was unable to participate in the Program. IGS Energy assumes no liability or responsibility for losses or consequential damages arising from items associated with the NGDC including, but not limited to: operations and maintenance of their system; any interruption of service; termination of service; or deterioration of service, nor does IGS Energy assume responsibility or liability for damages arising from any in-home or building damages and in addition shall not be responsible for any indirect, consequential, special or punitive damages whether arising under contract, tort (including negligence or strict liability) or any other legal theory. The parties agree that if the customer is unable to resolve its issues through the PUCO as detailed under "Contract and Dispute Resolution" above or if suit is filed, any legal action involving this Agreement shall be brought only in a court of the State of Ohio. The Parties shall not pursue any claims arising under this Agreement on a class or other representative basis and will not seek to coordinate or consolidate any legal actions arising under this Agreement with any other proceeding. The parties agree that this Agreement shall be interpreted under the laws of the State of Ohio, regardless of Ohio's choice of law provisions.

By returning this signed form, you will be excluded from the opportunity to join other residents in the East Union Township Natural Gas Governmental Aggregation Program

NOTICE

Return the "Opt-Out" form only if you do not want to participate in the East Union Township Natural Gas Aggregation Program.

Return by **September 9, 2021** to:

Natural Gas Governmental Aggregation Program
PO Box 9060
Dublin, Ohio 43017-0960

Experience

Wayne 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.

Wayne County has been an active member in the natural gas and electric energy programs 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.

Contact information for Palmer Energy Company

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

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in

Case No(s). 20-0139-GA-GAG

Summary: In the Matter of the Application of Wayne County Commissioners