



**Public Utilities
Commission**

PUCO USE ONLY		
Date Received	Case Number	Version
	22-0675-EL-GAG	December 2014

CERTIFICATION APPLICATION FOR ELECTRIC GOVERNMENTAL AGGREGATORS

Please print or type all required information. Identify all attachments with an exhibit label and title (Example: Exhibit A-5 Experience). All attachments should bear the legal name of the Applicant and should be included on the electronic copy provided. Applicants should file completed applications and all related correspondence with: Public Utilities Commission of Ohio, Docketing Division, 180 East Broad Street, Columbus, OH 43215-3793.

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

A. APPLICANT INFORMATION

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

Note: If filing as a township or village, please include the name of the County where the township or village located in the applicant name. For example, Miami Township, Hamilton County

Name City of Upper Sandusky

Address 119 North 7th Street, Upper Sandusky, OH 43351

Telephone Number (419) 294-3862

Web site address (if any) www.uppersanduskyoh.com

County Wynadot County

A-2 Exhibit A-2 "Authorizing Ordinance" provide a copy of the ordinance or resolution authorizing the formation of a governmental aggregation program adopted pursuant to Section 4928.20(A) of the Revised Code.

A-3 Exhibit A-3 "Operation and Governance Plan" provide a copy of the applicant's plan for operation and governance of its aggregation program adopted pursuant to Section 4928.20(C) of the Revised Code. The Operation and Governance Plan explained in Exhibit A-3 should include:

- Terms and conditions of enrollment including:
 - Rates
 - Charges
 - Switching fees, if any
- Policies associated with customers moving into/out of aggregation area
- Billing procedures
- Procedures for handling complaints and disputes including the toll-free telephone number and address for customer contacts

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Technician EC Date Processed 7-6-2022

A-4 **Exhibit A-4 "Automatic Aggregation Disclosure"** provide a copy of the disclosures required by Section 4928.20(D) of the Revised Code, if its aggregation program provides for automatic aggregation in accordance with Section 4928.20(A) of the Revised Code

A-5 **Exhibit A-5 "Experience"** provide a detailed description of the applicant's experience and plan for providing aggregation services, including contracting with retail generation providers, providing billing statements, responding to customer inquiries and complaints, and complying with all applicable provisions of commission rules adopted pursuant to section 4928.10 of the Revised Code.

A-6 **Contact person for regulatory or emergency matters**

Name Andrea Flowers

Title Program Manager

Business address 5577 Airport Highway, Suite 101, Toledo, OH 43615

Telephone number (419) 539-9180 Fax (419) 539-9185

E-mail address aflowers@palmerenergy.com

A-7 **Contact person for Commission Staff use in investigating customer complaints**

Name Andrea Flowers

Title Program Manager

Business address 5577 Airport Highway, Suite 101, Toledo, OH 43615

Telephone number (419) 539-9180 Fax (419) 539-9185

E-mail address aflowers@palmerenergy.com

A-8 **Applicant's address and toll-free number for customer service and complaints**

Address 119 North 7th Street, Upper Sandusky, OH 43351

Toll-free telephone number (419) 539-9180

Fax # (419) 539-9185

[Signature] Mayor
Signature of Applicant & Title

Sworn and subscribed before me this 23rd day of June, 2022
Month Year

[Signature]
Signature of official administering oath

Mark A Droll, Auditor
Print Name and Title

My commission expires on February, 27, 2026



Mark A. Droll
Notary Public, State of Ohio
My Commission Expires
2-27-26

AFFIDAVIT

State of Ohio :

Upper Sandusky ss.
(Town)

County of Wyandot :

Kyle McColly, Affiant, being duly sworn/affirmed according to law, deposes and says that:

He/She is the Mayor (Office of Affiant) of Upper Sandusky (Name of Applicant);

That he/she is authorized to and does make this affidavit for said Applicant,

1. The Applicant herein, attests under penalty of false statement that all statements made in the application for certification are true and complete and that it will amend its application while the application is pending if any substantial changes occur regarding the information provided in the application.
2. The Applicant herein, attests it will timely file an annual report with the Public Utilities Commission of Ohio of its intrastate gross receipts, gross earnings, and sales of kilowatt-hours of electricity pursuant to Division (A) of Section 4905.10, Division (A) of Section 4911.18, and Division (F) of Section 4928.06 of the Revised Code.
3. The Applicant herein, attests that it will timely pay any assessments made pursuant to Sections 4905.10, 4911.18, or Division F of Section 4928.06 of the Revised Code.
4. The Applicant herein, attests that it will comply with all Public Utilities Commission of Ohio rules or orders as adopted pursuant to Chapter 4928 of the Revised Code.
5. The Applicant herein, attests that it 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 herein, attests that it will fully comply with Section 4928.09 of the Revised Code regarding consent to the jurisdiction of Ohio Courts and the service of process.
7. The Applicant herein, attests that it will comply with all state and/or federal rules and regulations concerning consumer protection, the environment, and advertising/promotions.
8. The Applicant herein, attests that it 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 herein, attests that it 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, the Applicant herein, attests that 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. (Only applicable if pertains to the services the Applicant is offering)

11. The Applicant herein, attests that it will inform the Commission 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 customer complaints.
12. The Applicant herein, attests that it will docket with the Commission's Docketing Division the final opt-out and any supplemental opt-outs (including beginning and ending dates of the 21-day opt-out period and the selected CRES supplier) at a minimum 10 days prior to sending the opt-outs to customers.

That the facts above set forth are true and correct 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.

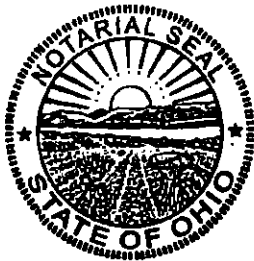
[Signature] Mayor
Signature of Affiant & Title

Sworn and subscribed before me this 28th day of June, 2022
Month Year

[Signature]
Signature of official administering oath

Mark A. Droll, Auditor
Print Name and Title

My commission expires on February 27, 2026



Mark A. Droll
Notary Public, State of Ohio
My Commission Expires
2-27-2026

**City of Upper Sandusky,
Wyandot County, Ohio**

Exhibit A-2

**Authorizing
Ordinance/Resolution**

Electric Program

ORDINANCE NO. 153-13

AN ORDINANCE GRANTING AUTHORITY TO THE CITY OF UPPER SANDUSKY TO ESTABLISH A GOVERNMENTAL ELECTRICITY OPT-OUT AGGREGATION PROGRAM AND APPROVE AN ELECTRIC POWER PLAN OF OPERATION AND GOVERNANCE, AND DECLARING THIS ACT AN EMERGENCY.

WHEREAS, On November 2, 2021, the voters of City of Upper Sandusky and the unincorporated areas approved a referendum that authorized the City of Upper Sandusky to pursue Automatic Governmental Aggregation, a form of government electric aggregation known as "opt-out" aggregation; and

WHEREAS, as a Governmental Aggregator, the city will be authorized to combine multiple retail electric customer loads within its geographic boundaries (the Aggregation) for the purpose of facilitating the purchase of electric supply in Ohio's competitive retail electric market; and

WHEREAS, the City of Upper Sandusky, Wyandot County, Ohio 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; and

WHEREAS, the city believes it is in the best interest of the City of Upper Sandusky, Wyandot County, Ohio and the City citizens to approve the Electrical Power Aggregation Plan of Operation and Governance as it is drafted and attached hereto.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Upper Sandusky, Ohio, a two-thirds (2/3rds) majority of all members elected thereto concurring that:

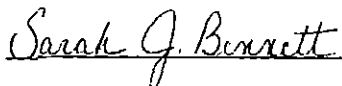
SECTION 1. The City of Upper Sandusky, approves the Electrical Power Aggregation Plan of Operation and Governance.

SECTION 2. That it is hereby found and determined that all formal actions of the Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City of Upper Sandusky, Wyandot County, Ohio. The reason for the emergency lies in the fact that same is necessary for the immediate preservation of the public peace, health, safety and property and for the further reason of providing low cost and safe electrical power to the citizens of Upper Sandusky.

Passed this 6th day of June, 2022.

ATTEST:

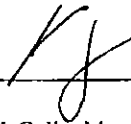


Sarah J. Bennett, Clerk



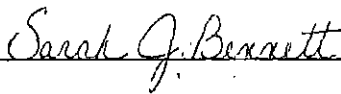
Rick Roberts, President

Approved by me this 6th day of June, 2022.



Kyle McColly, Mayor

I, Sarah J. Bennett, Clerk of the Council of the City of Upper Sandusky, Ohio, do hereby certify that the above copy of Ordinance No. 153-13 is a true and accurate copy of that Ordinance as passed by the Council of the City of Upper Sandusky, Ohio, on this 6th day of June, 2022.



Sarah J. Bennett, Clerk

City of Upper Sandusky, Wyandot County, Ohio

Exhibit A-3

Operation and Governance Plan

Electric Program

**City of Upper
Sandusky, Wyandot
County Ohio**

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

City of Upper Sandusky, Electric Power Aggregation Plan of Operation and Governance

I. INTRODUCTION

Amended Substitute Senate Bill 3 ("S.B. 3") opened Ohio's retail electric market as of January 1, 2001. S.B. authorizes customer choice in the selection of suppliers of retail electric generation and declares electric generation service, aggregation services, power marketing, and power brokering as competitive retail electric services. The legislation gave the Public Utilities Commission of Ohio ("PUCO") authority to adopt rules regarding the development of a competitive retail electric market in Ohio and authority to promulgate rules on government aggregation.

Large industrial and commercial consumers with sophisticated electric operations use their size and expertise to obtain lower electric power rates. Individual residential and small commercial consumers are typically unable to obtain significant price reductions since they lack the bargaining power, expertise and the economies of scale enjoyed by larger consumers. Aggregation, the combining of multiple electric loads, provides the benefits of retail electric competition for consumers with lower electric demands.

Government aggregation, the combining of multiple electric loads by municipality, provides the means through which Upper Sandusky residential and small-commercial consumers may obtain the economic benefits of Ohio's competitive retail electric market. The Upper Sandusky Aggregation Program combines the electric loads of residential and small commercial customers to form a buying group ("Aggregation Group"). The City of Upper Sandusky will act as Purchasing Agent for the Aggregation Group. This means that Upper Sandusky will be a *Governmental Aggregator*, as defined by Ohio law and the rules established by the PUCO, and shall act on behalf of Ohio Power (OP) customers in the City to obtain the best electric generation rate for consumers who participate in the Aggregation Group.

II. PROCESS

On November 2, 2021, the voters of City of Upper Sandusky and the unincorporated areas approved the development of a form of government electric aggregation known as "opt-out" aggregation. Under the opt-out program, all eligible residential and small-commercial customers in the City 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 state law, the City Council passed an Ordinance, which authorized submitting the selection of opt-out aggregation to the City's voters.

In addition to obtaining necessary City Council approvals, the City is also required to comply with various PUCO regulations. The City will file an application with the PUCO for

certification as a Government Aggregator as soon as the City Approves the Plan, As required by regulations, the City developed this Aggregation Plan of Operation and Governance ("Plan"). The City advertised the public hearings dates to discuss the Plan in the Upper Sandusky Newspaper. As required by the PUCO's regulations, two public hearings have been scheduled. The Opt-out notice for the City's Program will be sent to all electric customers in the City upon approval of this Plan, setting forth the rates, terms and conditions of the program, and giving 21 days to opt out of the Program.

The City has decided to use an energy consultant to assist it in the establishment and implementation of its aggregation program. An RFP will be issued to select the best CRES supplier to provide electric power for the Upper Sandusky Aggregation Program. Under this program, Ohio Power (OP) will still deliver the electricity purchased from the City's selected provider to customers of the program. Such customers will receive only one bill (from OP), and all metering, repairs and emergency service will continue to be provided by OP.

III. DEFINITIONS.

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

"Aggregation Program" means the program developed by the City of Upper Sandusky, as a Government Aggregator under Section 4928.20 Ohio Revised Code, to provide Ohio Power customers in the City with retail electric generation services.

"Government Aggregator" means the City and its legislative authority acting 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" means a person or consumer enrolled in the Upper Sandusky Government Aggregation Group 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 City 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.

IV. OPERATIONAL PLAN:

A. Aggregation Services

1. Provider: Upper Sandusky will use a contractor ("Retail Electric Generation Provider") to perform and manage aggregation services for its members. The City will select a supplier following a Request for Proposal (RFP process administered by its consultant. The selected supplier 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 selected supplier must provide the City or its authorized consultant, if requested, an electronic file containing the Members usage, and charges. Upon request this information shall be sent to the City or its authorized consultant within 30 days. The selected supplier must have local and/or a toll-free number for Members to call.

2. Database: The Retail Electric Generation Provider will build and maintain a database of all Members. The database will include the name, address, Dayton Power & Light account number, and Retail Electric Generation Provider's account 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 at least quarterly. Accordingly, the Retail Electric Generation Provider will develop a process to be implemented that will be able to accommodate at a minimum Members who: 1) leave the program due to relocation, opting out, etc.; 2) decide to enter the Program; 3) relocate within eligible areas within the City; and 4) move into the City and desire to enter the Program. This database shall also be able capable of eliminating PIPP customers, mercantile accounts, and commercial accounts using more than 700,000 KWh annually from the Program as well as those who have previously switched to an alternate supplier or previously opted out. The Retail Electric Generation Provider will use this database to perform bill audits for clerical and mathematical accuracy of Member bills.
3. Member Education: The Retail Electric Generation Provider will develop, with the assistance of the City 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 City or the Provider. See Appendix A for a detailed description of the Education Process.
4. Customer Service: The Retail Electric Generation Provider will develop and administer a customer service process that, at a minimum, will be able to accommodate: 1) Member inquiries and complaints about billing; and 2) answer questions regarding the Program in general. This process will include at a minimum, 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.
5. Billing: Upper Sandusky will use the Retail Electric Generation 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, OP will render the billing statement, which should be consistent with all applicable guidelines issued by the PUCO. As this market develops, the Upper Sandusky may, at its option and in consultation with the Provider, change this function to the Retail Electric Generation Provider or a billing agency.
6. Compliance Process: The Retail Electric Generation Provider will develop internal controls and processes to ensure the City remains in good standing as a Government Aggregator that complies with all laws, rules and regulations surrounding the same, as they may be amended from time to time. It will be the Retail Electric Generation Provider's responsibility to deliver periodic reports that will include at a minimum 1) the number of Members participating in the

Program; and 2) a savings estimate or increase from the previous year's baseline. The Retail Electric Generation Provider will also develop a process to monitor and provide notification of any changes in laws, rules or regulations.

7. Notification to Ohio Power (OP): Upper Sandusky's potential Aggregation consumers that do not opt-out of the City's Aggregation Group will be enrolled automatically in the Aggregation Program. Participants in the City's Aggregation Group will not be asked to take other affirmative steps in order to be included in the Group. To the extent that Ohio Power requires notification of participation, the City and its consultant will coordinate with its Provider to provide such notice to OP. The Provider will inform OP of any individuals who may have been permitted to join the Aggregation Group after the expiration of the enrollment period.

B. Power Supply Agreement

The Power Supply Agreement will provide for the Provider to serve the City's Government Aggregation Group. Under the Agreement, the term for power supply to Members will be determined following the RFP process.

C. Upper Sandusky's Retail Electric Generation Provider

The selected Provider must satisfy each of the following requirements:

- Has a sufficient source of power to provide retail firm power to the residents and businesses of Upper Sandusky.
- Is a licensed Federal Power Marketer license with the Federal Energy Regulatory Commission.
- Is certified as a CRES by the PUCO.
- Is registered as a generation supplier with Ohio Power.
- Has a Service Agreement for Network Integration Transmission Service under Ohio Power's Open Access Transmission Tariff.
- Has the corporate structure to sell retail firm power to the Ohio Power customers in the City.
- Its Electronic Data Interchange computer network is fully functional and capable of handling the Ohio Power retail electric customers in Upper Sandusky.
- Has the marketing ability to reach all Ohio Power retail electric customers to educate them on the City's Aggregation Program.
- Has a call center capable of handling the City's Aggregation Group customer calls.
- Has a toll-free number as required by the PUCO for customer service and potential complaints related to the City's Aggregation Program.
- Will hold the City financially harmless from any financial obligations arising from supplying power to the Ohio Power retail electric customers in the City.
- Satisfies the State of Ohio's, Ohio Power's and the City's credit requirements.
- Will execute the Power Supply Agreement.
- Will provide necessary information to the City's selected consultant and the City to allow for filing the quarterly and annual reports required by the PUCO and Sections 4805.10(A), 4911.18(A) and 4928.06(F) of the Ohio Revised Code.
- Will assist in developing a Consumer Education Plan.

D. Activation of Service

After a notice is sent out to all electric customers in the city providing 21 days to opt out of the Program, all customers who do not opt out will be automatically enrolled in the Program. 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.

E. Changes, Extension or Renewal of Service

The Agreement for power supply service with the selected Provider will provide service for the term agreed upon following the RFP process. If the Agreement is extended or renewed, Members will be notified as required by law and the rules of the PUCO, as to any change in rates or service conditions. At least every three years all Ohio Power customers in the City 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 Ohio Power's Standard Service Offer.

F. Termination of Service

In the event that the Power Supply Agreement 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 Agreement 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 Ohio Power's Standard Service Offer upon termination.

G. Opt-In Procedures

Ohio Power (OP) customers will be automatically enrolled in the Program after a 21 day opt out period, unless they return the form to be provided, notifying the Provider that they do not want to participate. OP consumers in the City may request to join the Aggregation Group after the expiration of the enrollment period by contacting the Provider, who shall determine whether to accept them into the Program, and, if so, at what rate, subject to written policies mutually agreed upon by the City and the Provider. The agreed upon policy in the Contract shall be consistent with the OP's service activation requirements. Aggregation Group participants who move from one location to another within the corporate limits of the City shall retain their participant status.

H. Opt-out Procedures

Ohio Power (OP) consumers may opt-out of the City's Aggregation Group at any time during the opt-out period without additional fees charged by the Provider or the City. Aggregation Group participants 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

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writing. Members who opt-out of the Aggregation Group will default to the OP's Standard Service Offer, until the consumer selects an alternate generation supplier.

I. Rates

Residential and Commercial Rates:

Through the efforts of its consultant, the City will seek proposal from PUCO certified Retail Electric Generation Providers. The RFP shall require the suppliers to offer a generation charge for firm, full-requirements supply. The selected Provider may provide a fixed price per KWh or "percent-off" pricing structure by customer rate classification or customer class. The prices to be charged to consumers will be set through a formal bid process in which the City of Upper Sandusky will select a qualified supplier. Consumer will be notified of the rates and terms of the Program through a direct mailing sent to each eligible resident and business within the City limits. An opt-out notification will be sent to all eligible residents and business in accordance with PUCO guidelines.

J. Universal Service and Low-Income Customer Assistance

The Ohio Department of Development (ODOD), under the electric restructuring law, will provide one-stop shopping for low-income assistance programs. There are five low-income assistance programs: 1) Percentage of Income Payment Plan (PIPP); 2) The Home Energy Assistance Program; 3) The Home Weatherization Program. Ohio law allows the Director of the Ohio Department of development to aggregate consumers that participate in PIPP and to competitively auction the generation supply for PIPP customers. Accordingly, PIPP customers may be included in the State's PIPP customer aggregation. In the event that Ohio law and PUCO regulations are modified to allow PIPP participation, PIPP customers would be included in the City's aggregation program unless they choose to opt out.

V. MISCELLANEOUS GOVERNANCE GUIDELINES

- A. City Council shall approve through Resolution or Ordinance the Plan of Operation and Governance for the Aggregation program and any Amendments thereto.
- B. The City shall contract with only Retail Electric Generation Providers certified by the Public Utilities Commission of Ohio for the provision of Competitive Retail Electric Service to the Aggregation Program Members.
- C. The City will require any Provider to disclose any subcontractors that it uses in fulfillment of the services described above.
- D. The City will require the Provider to maintain either a toll-free telephone number, or a telephone number, that is local to City residents who are Members.
- E. All costs of the Aggregation Program development/administration will be paid through the inclusion of an adder that will be added to Member bills.

VI. LIABILITY

THE CITY SHALL NOT BE LIABLE TO PARTICIPANTS IN THE AGGREGATION GROUP FOR ANY CLAIMS, HOWEVER STYLED, ARISING OUT OF THE AGGREGATION PROGRAM OR THE PROVISION OF AGGREGATION SERVICES BY THE CITY OR THE PROVIDER. PARTICIPANTS IN THE AGGREGATION GROUP SHALL ASSERT ANY SUCH CLAIMS SOLELY AGAINST THE PROVIDER PURSUANT TO THE POWER SUPPLY AGREEMENT, UNDER WHICH SUCH PARTICIPANTS ARE EXPRESS THIRD-PARTY BENEFICIARIES.

VII. INFORMATION AND COMPLAINT NUMBERS

Potential participants can receive more information about the program or Copies of this Plan from the City free of charge by calling 419-294-3862.

Any electric customer, including any participant in the City'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 City and its energy consultant. Its purpose will be to explain the aggregation program to its 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 limits of the City 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 City to provide opportunities for educating residents in the City about the Program and their rights under the law, PUCO rules and this Program. In addition, the Provider and City 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. See attached Terms and Conditions document.
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, the City and its consultant or, if applicable, to the consumer, the City, its 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. The Provider shall inform the consumer, or the consumers, the City, its consultant, and the 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 City, its consultant and the 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

1. The Provider shall arrange for Ohio Power or its agent to bill Members for such services according to a tariff approved by the commission. Residential Member bills issued by or for the Provider shall be accurate and understandable, be rendered at intervals consistent with those of Ohio Power, and contain sufficient information for Members to compute and compare the total cost of competitive retail electric service (s). Such bills shall also include:
 - a. The Member's name, billing address, service address, the Member's EDU account number, and if applicable, Provider account number;
 - b. The dates of service covered by the bill, an itemization of each type of competitive service covered by the bill, any related billing components, the charge for each type of service, and any other information the Member would need to recalculate the bill for accuracy;
 - c. The applicable billing determinants, including beginning meter reading, ending meter reading(s), demand meter reading(s), multipliers, consumption(s), and demands;
 - d. For Member-generators with net metering contracts, a statement of the net metered generation;
 - e. The unit price per kWh charged for competitive service, as calculated by dividing current-period competitive service charges by the current-period consumption;
 - f. An identification of the provider of each service appearing on the bill;
 - g. The amount billed for the current period, any unpaid amounts due from previous periods, any payments or credits applied to the Member's account during the current period, any late payment charges or gross and net charges, if applicable, and the total amount due and payable.
2. The due date for payment to keep the account current. Such due date shall be no less than:
 - a. Fourteen days after the postmark date on the bill for residential Member; and Twenty-one days after the postmark date or the bill for nonresidential Members;
 - b. Current balance of the account, if a residential Member is billed according to a budget plan;
 - c. Options and instructions on how Members may make their payments;
 - d. For each provider whose charges appear on the bill, a listing of the provider's toll-free telephone number and address for Member billing questions or complaints;
 - e. A listing of the toll-free consumer assistance telephone numbers and available hours for applicable state agencies, such as the commission, the Ohio Consumers' Counsel, and the Ohio Attorney General's office;
 - f. The OP 24-hour local/toll-free telephone number for reporting service emergencies;
 - g. Identification of estimated bills or bills not based upon actual end-of-period meter readings for the period; and
 - h. An explanation of any codes and abbreviations used.

3. If applicable, the provider, upon request, provide Members with the name and street address/location of the nearest payment center and/or authorized payment agent.
4. If applicable, when a Member pays the bill at a payment center or to an authorized payment agent, such payment shall be credited to the Member's account as of the day such payment center or agent receives it.
4. The City and Provider shall establish policies and procedures for handling billing disputes and requests for payment arrangements.

D. Collections for delinquent accounts:

Ohio Power's credit and collection policies will apply to Program Members and shall be administered by Ohio Power (OP). 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 OP's Standard Service Offer.

**City of Upper Sandusky,
Wyandot County, Ohio**

Exhibit A- 4

**Automatic Aggregation
Disclosure – Opt –out Form**

Electric Program

Aug __, 2022

DRAFT

Dear City of Upper Sandusky Resident,

City of Upper Sandusky is providing you the opportunity to join other residents to save money on the electricity you use. Savings are possible through governmental aggregation, where your community officials bring together citizens to gain group buying power for the purchase of electricity from a retail electric generation provider certified by the Public Utilities Commission of Ohio. Your community voters approved this program in November 2021.

After researching competitive electricity pricing options for you, City of Upper Sandusky has chosen _____ to provide you with electric generation through _____ to _____. There is no cost for enrollment and you will not be charged a switching fee. You do not need to do anything to participate.

As a member of this aggregation, your electricity supplies will be priced at _____ cents/per kWh. Your Price to Compare is essentially the price you pay for electric generation from the utility and consists of generation and transmission related components, which are the costs associated with generating the power and delivering it through the transmission system.

To estimate what your savings per kilowatt-hour (KWH) will be through this program, locate your Price to Compare on your electric bill. Divide your Price to Compare by 100 then _____ to estimate your savings per KWH. Multiply that number by your total monthly usage to determine how much you can expect to save each month you use the same amount of electricity.

You will see your electric savings after your enrollment has been completed and your switch has been finalized – approximately 30 - 45 days, depending upon your meter read date. Of course, you are not obligated to participate in the City electric governmental aggregation program. If you wish to be excluded from the program and remain a full-service customer of your local electric utility – _____ – you have until _____ to return the attached “opt-out” form. If you do not opt out at this time, you will receive a notice at least every three years asking if you wish to remain in the program. If you leave the program at any other time; and return at a later date, you may not be served under the same rates, terms and conditions that apply to other customers in the City’s aggregation program.

After you become a participant in this governmental aggregation program, your local electric distribution utility will send you a notice confirming your selection of _____ as your electric generation provider. As required by law, this letter will inform you of your option to cancel your contract with _____ within seven days of its postmark. To remain in the City’s governmental aggregation program, you don’t need to take any action when this letter arrives.

Your local electric distribution utility will continue to maintain the system that delivers power to your home or business – no new poles or wires will be built by _____. You will continue to receive a single, easy-to-read bill from your local electric utility that includes with your _____ charges included. The only thing you’ll notice is savings.

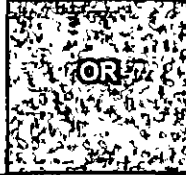
If you have any questions, please call _____ toll-free at 1-866-XXX-XXXX, Monday through Friday, 8 a.m. to 5 p.m.
Sincerely,

22

DRAFT

P.S. To receive these savings, **you should not respond**. Return the opt-out form only if you do not want to participate in the City's electric governmental aggregation program.

Option 1: Do nothing and save.
If you want to participate in this program and save, you do not need to return this form. Your enrollment is automatic.



Option 2: Opt out by returning this form.
If you do not want to participate in this program, you must return this form before the due date.

Account #

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Service address (City, state and Zip): _____

Phone number: _____

Account holder's signature: _____

Date: _____

Mail by _____, 2022

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 _____ to provide you with exclusive pricing on your electric generation.

Who is _____?

_____ 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 _____ to provide electric aggregation programs.

What does it mean to have a fixed price?

The price you will receive each month does not change.

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 _____ is lower than the utility Price to Compare (PTC) communicated on your bill.

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 _____, 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 _____ 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).

¹As part of the aggregation, will _____ continue or allow me to begin to budget bill my supplier charges?

Yes. 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. In AEP Ohio and AES Ohio service areas, budget billing will automatically be provided to eligible residents who currently have budget billing with their utility and at least 10 months of historical usage at their current service address. If you have less than 10 months of usage, you will still receive the community exclusive pricing listed herein but will be ineligible to budget the generation portion of your bill. AEP Ohio and AES Ohio will continue to budget the delivery portion of your bill. Under budget billing service, _____ will calculate your budgeted amount based on your average electric usage over the prior months. Periodically, I _____ may examine your budget and may adjust to more closely match your usage from the previous year. _____ will conduct a final true-up at the end of the contract - or upon your leaving the program should you 'opt out' before the program term end - to reconcile between the actual amount of electricity used and the amount paid under the plan. The new budget amount may vary from the level of your current budget payment. You will continue to receive a levelized amount from your utility for delivery service and may experience true ups with your utility during the contract. If you are currently on, or enter into, a budget billing program after enrolling with _____ and have at least 10 months of usage, call 1-866-_____.

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 _____ to opt-in to the program.

How can I contact _____ for questions?

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



Government Aggregation - Electric Terms and Conditions	
Product	Fixed Price
Electric Distribution Utility ("EDU")	
Price and Length of Agreement	\$/kWh through your meter read
Cancellation/Termination Fee	None

These Terms and Conditions apply to you because you are enrolling for electric generation service with [redacted] 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.

[redacted] 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, [redacted] 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. [redacted] 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 [redacted], 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 [redacted]. Net-metered customers are not eligible for this offer. [redacted] 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 [redacted] 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 [redacted]. 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 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 [redacted] 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 [redacted] 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 [redacted] its costs to perform under this Agreement, you may receive a notification from [redacted]. This notification will include a description of one or more of the situations described above. [redacted] 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 [redacted] 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, [redacted] 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 [redacted] 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 [redacted] 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 [redacted] and EDU charges. If you do not pay your bill by the due date, [redacted] 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 [redacted] 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. [redacted] 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.

_____ 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 _____ 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 _____ 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 _____ by the due date of the bill, _____ 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 _____ both agree that the following will constitute force majeure events under this Agreement and that _____ 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 _____ 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 _____. You authorize _____ 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.

_____ reserves the right to determine if your credit standing is satisfactory before accepting your enrollment request. This Agreement shall be considered executed by _____ following acceptance of your enrollment request by _____, 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 _____ 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-_____. Such revocation has no bearing on your ability to contract with _____.

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 _____ with any questions concerning the terms of service by phone at 1-866-_____ (toll-free) from 8 a.m. to 5 p.m. EST weekdays, or in writing at _____. Our web address is www._____.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 _____ twice within a twelve (12) month period, up to twenty-four (24) months of payment history, without charge. _____ is prohibited from disclosing a Customer's Social Security number and/or account number(s) without the Customer's written consent except for _____ 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. _____'s environmental disclosure statement is available for viewing on our website www._____.com/disclosure-statements. You agree that _____ will make the required annual and quarterly updates to the environmental disclosure statement electronically on our website. _____ will also provide the information upon request. _____ may assign its rights to another, including any successor, in accordance with the rules and regulations of the PUCO. _____ 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 _____ with accurate account information. If said information is incorrect, _____ reserves the right to reprice the applicable account(s) or terminate the Agreement. _____ 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, _____ to exercise customer's governmental aggregation opt-out rights.

Warranty: _____ 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.

**City of Upper Sandusky,
Wyandot County, Ohio**

Exhibit A-5

Experience

Electric Program

Experience

The City of Upper Sandusky officials are experienced in negotiating, contracting and providing for common services for the City. Some examples of experience as a service provider are:

1. Police Services
2. Parks and Recreation
3. Public Works

The City Council Administration and Staff routinely negotiate for services and supplies that benefit the residents of Upper Sandusky. However, due to the complexity of Governmental Aggregation, the City 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 partnered with the Ohio Municipal League to help manage a natural gas and electric program for the facilities, as well as electric and natural gas government aggregation programs for the residents of member cities and villages. This program was designed specifically to help cities and villages save money on their natural gas and electric bills by utilizing the strength of group buying.

Palmer Energy Company will:

- Assist the day to day administration of program (problem resolution, press releases, PUCO compliance, supplier liaison, contract review, etc.)
- Design and issue the Request for Proposal, analyze supplier responses and provide recommendations for the supply agreement.
- Review customer data provided by the utility that would serve as the basis for an opt-out notice. Provide customer service support for consumers in the City to call for information during the 21-day enrollment and opt out period for the City'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 Power (OP), and the billing process will be coordinated with Ohio Power by the selected supplier, for the Aggregation Group, Palmer Energy will offer assistance as needed on behalf of the City.
- Write and prepare reports on a quarterly/annual basis to the City, PUCO, PUCO's Market Monitoring division, and the Ohio Consumers' Counsel.
- Palmer Energy is well versed in the rules adopted by the PUCO, and is thus in a position to ensure compliance with all applicable provisions of Section 4928.10 of the Revised Code, and the rules adopted by the Commission pursuant thereto.

Contact information for Palmer Energy Company

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