

**DIS Case Number: 10-1464-EL-GAG**

## Section A: Application Information

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

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

Legal Name: Huron County	Country: United States
Phone: 419-668-      Extension (if applicable): 3092	Street: 180 Milan Avenue, Suite 7
Website (if any): www.hccommissioners.com	City: Norwalk      Province/State: OH
	Postal Code: 44857

### **A-2. Contact person for regulatory matters**

Andrea Flowers  
5577 Airport Hwy, Ste 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 Hwy, Ste 101  
Toledo, OH 43615  
US  
aflowers@palmerenergy.com  
4195399180

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

Phone: 4195399180	Extension (if applicable):	Country: United States
Fax: 4195399185	Extension (if applicable):	Street: 5577 Airport Highway, Suite 101



### **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

# **Huron County**

## **Exhibit B-1**

### **Authorizing Ordinance/Resolution**

#### **Electric Program**

HURON COUNTY  
BOARD OF ELECTIONS  
BEFORE THE Norwalk TOWNSHIP BOARD OF TRUSTEES

2010 FEB 17 AM 8 47

Resolution No. 2-16-2010

**A RESOLUTION AUTHORIZING ALL ACTIONS NECESSARY TO EFFECT A GOVERNMENTAL ELECTRICITY AGGREGATION PROGRAM WITH OPT-OUT PROVISIONS PURSUANT TO SECTION 4928.20 OF THE OHIO REVISED CODE, DIRECTING THE HURON COUNTY BOARD OF ELECTIONS TO SUBMIT A BALLOT QUESTION TO THE ELECTORS.**

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

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

**WHEREAS,** the Board of Trustees of Norwalk Township seek to establish a governmental aggregation program with opt-out provisions pursuant to Section 4928.20 of the Ohio Revised Code for the residents, businesses and other electric consumers in the Township.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of Norwalk Township, Huron County, State of Ohio:

**Section 1. BEST INTERESTS OF THE TOWNSHIP**

The Board of Trustees of Norwalk Township has concluded that it is in the best interest of the Township, its residents and businesses located within the corporate limits of the Township to establish this aggregation program in the township.

**Section 2. APPROVAL BY THE ELECTORATE**

The aggregation program must be approved by the electors of the Township pursuant to Section 3 of this Resolution. Upon approval by the electorate the Township is hereby authorized to automatically aggregate, in accord with Section 4928.20 of the Ohio Revised Code and in accordance with the rules of the Ohio Public Utilities Commission, the retail electric loads (customers) located within the Township, and enter into service agreements to facilitate for those loads the purchase and sale of electricity. The Township may exercise such authority jointly with any other municipal corporation, township, or county or other political subdivision of the State of Ohio.

### **Section 3. BALLOT LANGUAGE**

The Board of Elections of Marion County is hereby directed to submit the following question to the electors of Marion Township at the primary election on May 4<sup>th</sup>, 2010:

**Shall the Board of Trustees of the Township of Newark have the authority to aggregate the retail electric customers located in the Township, and for that purpose, enter into services agreements to facilitate for those customers the sale and purchase of electricity, conversion to the aggregation program will occur automatically unless the customers choose to opt out of the program.**

The Fiscal Officer of Newark Township is instructed to immediately file a certified copy of this resolution and the proposed form of the ballot question with the Marion County Board of Elections not less than seventy-five days prior to the general election. The aggregation program shall not take effect unless approved by a majority of the electors voting upon this resolution and the aggregation program provided for herein at the election held pursuant to this Section 3 and Section 4928.20 of the Ohio Revised Code.

### **Section 4. PROCEDURE AFTER AN AFFIRMATIVE VOTE; HEARINGS AND NOTICE OF HEARINGS; OPT-OUT RIGHTS.**

Upon approval of a majority of the electors voting at the general election provided for in Section 3 of this Resolution, the Board of Trustees of Newark Township, individually or jointly with any other political subdivision, shall comply with all requirements of the Ohio Public Utilities Commission and may develop a plan of operation for the aggregation program. Before adopting this plan, the Board of Trustees of Newark Township shall hold a least two public hearings on the plan.

Notice of the hearings shall be published once a week for two consecutive weeks in a newspaper of general circulation in the Township prior to the first hearing. The notice will summarize the plan and state the date, time and place of each hearing. No plan adopted by this Board of Trustees shall aggregate the electric load of any electric load center within the Township unless it, in advance, clearly discloses to the person owning, occupying, controlling or using the load center that the person will be enrolled automatically in the Aggregation Program and will remain so enrolled unless the person affirmatively elects, by a stated procedure, not to be enrolled. The disclosure shall state prominently the rates, charges, and other terms and conditions of enrollment. The stated procedure shall allow any person enrolled in the Aggregation Program the opportunity to opt-out of the program at least once every three years without paying a switching fee. Any person that opts out of the Aggregation Program pursuant to the state procedure shall default to the standard service offer provided under division (a) of Section 4928.35 of the Ohio Revised Code until the person chooses an alternative supplier.

Section 5.

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

Date of Passage: March 22, 2023

Norman TOWNSHIP BOARD OF TRUSTEES

John Riley, Trustee

Rich Math

Rich Math, Trustee

David Burt

David Burt, Trustee

Attest: Bridget K Musso

I, Bridget K Musso, Fiscal Officer of the Norman Township Board of Trustees, do hereby certify that the forgoing Resolution is taken and copied from the records of the proceedings of the Norman Township Board of Trustees, that the same has been compared by me with the Resolution of said record and that it is a true and correct copy thereof.

Bridget K. Musso

Bridget K. Musso, Fiscal Officer  
Norman Township, Norman County, Ohio

This Resolution was prepared by:

**BEFORE THE RIDGEFIELD TOWNSHIP BOARD OF TRUSTEES**Resolution No. 1-24-10

**A RESOLUTION AUTHORIZING ALL ACTIONS NECESSARY TO EFFECT A GOVERNMENTAL ELECTRICITY AGGREGATION PROGRAM WITH OPT-OUT PROVISIONS PURSUANT TO SECTION 4928.20 OF THE OHIO REVISED CODE, DIRECTING THE HURON COUNTY BOARD OF ELECTIONS TO SUBMIT A BALLOT QUESTION TO THE ELECTORS.**

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

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

**WHEREAS**, the Board of Trustees of RIDGEFIELD Township seek to establish a governmental aggregation program with opt-out provisions pursuant to Section 4928.20 of the Ohio Revised Code for the residents, businesses and other electric consumers in the Township.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of RIDGEFIELD Township, HURON County, State of Ohio:

**Section 1. BEST INTERESTS OF THE TOWNSHIP**

The Board of Trustees of RIDGEFIELD Township has concluded that it is in the best interest of the Township, its residents and businesses located within the corporate limits of the Township to establish this aggregation program in the township.

**Section 2. APPROVAL BY THE ELECTORATE**

The aggregation program must be approved by the electors of the Township pursuant to Section 3 of this Resolution. Upon approval by the electorate the Township is hereby authorized to automatically aggregate, in accord with Section 4928.20 of the Ohio Revised Code and in accordance with the rules of the Ohio Public Utilities Commission, the retail electric loads (customers) located within the Township, and enter into service agreements to facilitate for those loads the purchase and sale of electricity. The Township may exercise such authority jointly with any other municipal corporation, township, or county or other political subdivision of the State of Ohio.



### Section 3. BALLOT LANGUAGE

The Board of Elections of HURON County is hereby directed to submit the following question to the electors of RIDGEFIELD Township at the primary election on May 4<sup>th</sup>, 2010:

Shall the Board of Trustees of the Township of RIDGEFIELD have the authority to aggregate the retail electric customers located in the Township, and for that purpose, enter into services agreements to facilitate for those customers the sale and purchase of electricity, conversion to the aggregation program will occur automatically unless the customers choose to opt out of the program.

The Fiscal Officer of RIDGEFIELD Township is instructed to immediately file a certified copy of this resolution and the proposed form of the ballot question with the HURON County Board of Elections not less than seventy-five days prior to the general election. The aggregation program shall not take effect unless approved by a majority of the electors voting upon this resolution and the aggregation program provided for herein at the election held pursuant to this Section 3 and Section 4928.20 of the Ohio Revised Code.

### Section 4. PROCEDURE AFTER AN AFFIRMATIVE VOTE; HEARINGS AND NOTICE OF HEARINGS; OPT-OUT RIGHTS.

Upon approval of a majority of the electors voting at the general election provided for in Section 3 of this Resolution, the Board of Trustees of RIDGEFIELD Township, individually or jointly with any other political subdivision, shall comply with all requirements of the Ohio Public Utilities Commission and may develop a plan of operation for the aggregation program. Before adopting this plan, the Board of Trustees of RIDGEFIELD Township shall hold at least two public hearings on the plan.

Notice of the hearings shall be published once a week for two consecutive weeks in a newspaper of general circulation in the Township prior to the first hearing. The notice will summarize the plan and state the date, time and place of each hearing. No plan adopted by this Board of Trustees shall aggregate the electric load of any electric load center within the Township unless it, in advance, clearly discloses to the person owning, occupying, controlling or using the load center that the person will be enrolled automatically in the Aggregation Program and will remain so enrolled unless the person affirmatively elects, by a stated procedure, not to be enrolled. The disclosure shall state prominently the rates, charges, and other terms and conditions of enrollment. The stated procedure shall allow any person enrolled in the Aggregation Program the opportunity to opt-out of the program at least once every three years without paying a switching fee. Any person that opts out of the Aggregation Program pursuant to the stated procedure shall default to the standard service offer provided under division (a) of Section 4928.35 of the Ohio Revised Code until the person chooses an alternative supplier.

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## Section 5.

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

Date of Passage: 1-26-2010

## RIDGEFIELD TOWNSHIP BOARD OF TRUSTEES

James C. Cairns Open, Trustee

Robert H. Schaff Open, Trustee

Fredrick A. Leber Open, Trustee

Attest: Raven Jones

I, Raven Jones Fiscal Officer of the RIDGEFIELD Township Board of Trustees, do hereby certify that the forgoing Resolution is taken and copied from the records of the proceedings of the RIDGEFIELD Township Board of Trustees, that the same has been compared by me with the Resolution of said record and that it is a true and correct copy thereof.

Raven Jones Fiscal Officer  
RIDGEFIELD Township, HURON County, Ohio

This Resolution was prepared by:

Darvia Rasper <sup>Asst</sup> Pros Attorney

**BEFORE THE SHERMAN TOWNSHIP BOARD OF TRUSTEES**

**Resolution No. 2010-6**

**A RESOLUTION AUTHORIZING ALL ACTIONS NECESSARY TO EFFECT A GOVERNMENTAL ELECTRICITY AGGREGATION PROGRAM WITH OPT-OUT PROVISIONS PURSUANT TO SECTION 4928.20 OF THE OHIO REVISED CODE, DIRECTING THE HURON COUNTY BOARD OF ELECTIONS TO SUBMIT A BALLOT QUESTION TO THE ELECTORS.**

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

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

**WHEREAS**, the Board of Trustees of Sherman Township seek to establish a governmental aggregation program with opt-out provisions pursuant to Section 4928.20 of the Ohio Revised Code for the residents, businesses and other electric consumers in the Township.

**NOW, THEREFORE, BE IT RESOLVED** but the Board of Trustees of Sherman Township, Huron County, State of Ohio:

**Section 1. BEST INTERESTS OF THE TOWNSHIP**

The Board of Trustees of Sherman Township has concluded that it is in the best interest of the Township, its residents and businesses located within the corporate limits of the Township to establish this aggregation program in the township.

**Section 2. APPROVAL BY THE ELECTORATE**

The aggregation program must be approved by the electors of the Township pursuant to Section 3 of this Resolution. Upon approval by the electorate the Township is hereby authorized to automatically aggregate, in accord with Section 4928.20 of the Ohio Revised Code and in accordance with the rules of the Ohio Public Utilities Commission, the retail electric loads (customers) located within the Township, and enter into service agreements to facilitate for those loads the purchase and sale of electricity. The Township may exercise such authority jointly with any other municipal corporation, township, or county or other political subdivision of the State of Ohio.

2010 FEB 12 PM 12 02

BOARD OF ELECTIONS  
HURON COUNTY

### **Section 3. BALLOT LANGUAGE**

The Board of Elections of Huron County is hereby directed to submit the following question to the electors of Sherman Township at the primary election on May 4<sup>th</sup>, 2010:

**Shall the Board of Trustees of the Township of Sherman have the authority to aggregate the retail electric customers located in the Township, and for that purpose, enter into services agreements to facilitate for those customers the sale and purchase of electricity, conversion to the aggregation program will occur automatically unless the customers choose to opt out of the program.**

The Fiscal Officer of Sherman Township is instructed to immediately file a certified copy of this resolution and the proposed form of the ballot question with the Huron County Board of Elections not less than seventy-five days prior to the general election. The aggregation program shall not take effect unless approved by a majority of the electors voting upon this resolution and the aggregation program provided for herein at the election held pursuant to this Section 3 and Section 4928.20 of the Ohio Revised Code.

### **Section 4. PROCEDURE AFTER AN AFFIRMATIVE VOTE; HEARINGS AND NOTICE OF HEARINGS; OPT-OUT RIGHTS.**

Upon approval of a majority of the electors voting at the general election provided for in Section 3 of this Resolution, the Board of Trustees of Sherman Township, individually or jointly with any other political subdivision, shall comply with all requirements of the Ohio Public Utilities Commission and may develop a plan of operation for the aggregation program. Before adopting this plan, the Board of Trustees of Sherman Township shall hold a least two public hearings on the plan.

Notice of the hearings shall be published once a week for two consecutive weeks in a newspaper of general circulation in the Township prior to the first hearing. The notice will summarize the plan and state the date, time and place of each hearing. No plan adopted by this Board of Trustees shall aggregate the electric load of any electric load center within the Township unless it, in advance, clearly discloses to the person owning, occupying, controlling or using the load center that the person will be enrolled automatically in the Aggregation Program and will remain so enrolled unless the person affirmatively elects, by a stated procedure, not to be enrolled. The disclosure shall state prominently the rates, charges, and other terms and conditions of enrollment. The stated procedure shall allow any person enrolled in the Aggregation Program the opportunity to opt-out of the program at least once every three years without paying a switching fee. Any person that opts out of the Aggregation Program pursuant to the state procedure shall default to the standard service offer provided under division (a) of Section 4928.35 of the Ohio Revised Code until the person chooses an alternative supplier.

**Section 5.**

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

Date of Passage: February 8, 2010

**SHERMAN TOWNSHIP BOARD OF TRUSTEES**

[Signature]  
Trustee

[Signature]  
Trustee

[Signature]  
Trustee

Attest: Christine Bernick

I, Christine Bernick, Fiscal Officer of the Sherman Township Board of Trustees, do hereby certify that the forgoing Resolution is taken and copied from the records of the proceedings of the Sherman Township Board of Trustees, that the same has been compared by me with the Resolution of said record and that it is a true and correct copy thereof.

Christine Bernick  
Fiscal Officer  
Sherman Township, Huron County, Ohio

**This Resolution was prepared by:**

Sherman Township

BEFORE THE TOWNSEND TOWNSHIP BOARD OF TRUSTEES

Resolution No. \_\_\_\_\_

A RESOLUTION AUTHORIZING ALL ACTIONS NECESSARY TO EFFECT A GOVERNMENTAL ELECTRICITY AGGREGATION PROGRAM WITH OPT-OUT PROVISIONS PURSUANT TO SECTION 4928.20 OF THE OHIO REVISED CODE, DIRECTING THE HURON COUNTY BOARD OF ELECTIONS TO SUBMIT A BALLOT QUESTION TO THE ELECTORS.

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

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

WHEREAS, the Board of Trustees of TOWNSEND Township seek to establish a governmental aggregation program with opt-out provisions pursuant to Section 4928.20 of the Ohio Revised Code for the residents, businesses and other electric consumers in the Township.

NOW, THEREFORE, BE IT RESOLVED but the Board of Trustees of TOWNSEND Township, HURON County, State of Ohio:

Section 1. **BEST INTERESTS OF THE TOWNSHIP**

The Board of Trustees of TOWNSEND Township has concluded that it is in the best interest of the Township, its residents and businesses located within the corporate limits of the Township to establish this aggregation program in the township.

Section 2. **APPROVAL BY THE ELECTORATE**

The aggregation program must be approved by the electors of the Township pursuant to Section 3 of this Resolution. Upon approval by the electorate the Township is hereby authorized to automatically aggregate, in accord with Section 4928.20 of the Ohio Revised Code and in accordance with the rules of the Ohio Public Utilities Commission, the retail electric loads (customers) located within the Township, and enter into service agreements to facilitate for those loads the purchase and sale of electricity. The Township may exercise such authority jointly with any other municipal corporation, township, or county or other political subdivision of the State of Ohio.

2010 FEB 12 PM 10 20

BOARD OF ELECTIONS  
HURON COUNTY

### Section 3. BALLOT LANGUAGE

The Board of Elections of HURON County is hereby directed to submit the following question to the electors of TOWNSEND Township at the primary election on May 4<sup>th</sup>, 2010:

Shall the Board of Trustees of the Township of TOWNSEND have the authority to aggregate the retail electric customers located in the Township, and for that purpose, enter into services agreements to facilitate for those customers the sale and purchase of electricity, conversion to the aggregation program will occur automatically unless the customers choose to opt out of the program.

The Fiscal Officer of TOWNSEND Township is instructed to immediately file a certified copy of this resolution and the proposed form of the ballot question with the HURON County Board of Elections not less than seventy-five days prior to the general election. The aggregation program shall not take effect unless approved by a majority of the electors voting upon this resolution and the aggregation program provided for herein at the election held pursuant to this Section 3 and Section 4928.20 of the Ohio Revised Code.

### Section 4. PROCEDURE AFTER AN AFFIRMATIVE VOTE; HEARINGS AND NOTICE OF HEARINGS; OPT-OUT RIGHTS.

Upon approval of a majority of the electors voting at the general election provided for in Section 3 of this Resolution, the Board of Trustees of TOWNSEND Township, individually or jointly with any other political subdivision, shall comply with all requirements of the Ohio Public Utilities Commission and may develop a plan of operation for the aggregation program. Before adopting this plan, the Board of Trustees of TOWNSEND Township shall hold a least two public hearings on the plan.

Notice of the hearings shall be published once a week for two consecutive weeks in a newspaper of general circulation in the Township prior to the first hearing. The notice will summarize the plan and state the date, time and place of each hearing. No plan adopted by this Board of Trustees shall aggregate the electric load of any electric load center within the Township unless it, in advance, clearly discloses to the person owning, occupying, controlling or using the load center that the person will be enrolled automatically in the Aggregation Program and will remain so enrolled unless the person affirmatively elects, by a stated procedure, not to be enrolled. The disclosure shall state prominently the rates, charges, and other terms and conditions of enrollment. The stated procedure shall allow any person enrolled in the Aggregation Program the opportunity to opt-out of the program at least once every three years without paying a switching fee. Any person that opts out of the Aggregation Program pursuant to the state procedure shall default to the standard service offer provided under division (a) of Section 4928.35 of the Ohio Revised Code until the person chooses an alternative supplier.

Section 5.

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

Date of Passage: FEBRUARY 8, 2010

\_\_\_\_\_ TOWNSHIP BOARD OF TRUSTEES

Tim C. Polnick  
\_\_\_\_\_, Trustee

John A. Hile  
\_\_\_\_\_, Trustee

Harold D. Cargill  
\_\_\_\_\_, Trustee

Attest: William Meserburg

I, WILLIAM MESERBURG, Fiscal Officer of the TOWNSEND Township Board of Trustees, do hereby certify that the forgoing Resolution is taken and copied from the records of the proceedings of the TOWNSEND Township Board of Trustees, that the same has been compared by me with the Resolution of said record and that it is a true and correct copy thereof.

William Meserburg  
\_\_\_\_\_, Fiscal Officer  
TOWNSEND Township, HORON County, Ohio

This Resolution was prepared by:

\_\_\_\_\_



**BEFORE THE WAKEMAN TOWNSHIP BOARD OF TRUSTEES**

**Resolution No. 2010-02**

**A RESOLUTION AUTHORIZING ALL ACTIONS NECESSARY TO EFFECT A GOVERNMENTAL ELECTRICITY AGGREGATION PROGRAM WITH OPT-OUT PROVISIONS PURSUANT TO SECTION 4928.20 OF THE OHIO REVISED CODE, DIRECTING THE HURON COUNTY BOARD OF ELECTIONS TO SUBMIT A BALLOT QUESTION TO THE ELECTORS.**

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

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

**WHEREAS**, the Board of Trustees of Wakeman Township seek to establish a governmental aggregation program with opt-out provisions pursuant to Section 4928.20 of the Ohio Revised Code for the residents, businesses and other electric consumers in the Township.

**NOW, THEREFORE, BE IT RESOLVED** but the Board of Trustees of Wakeman Township, Huron County, State of Ohio:

**Section 1. BEST INTERESTS OF THE TOWNSHIP**

The Board of Trustees of Wakeman Township has concluded that it is in the best interest of the Township, its residents and businesses located within the corporate limits of the Township to establish this aggregation program in the township.

**Section 2. APPROVAL BY THE ELECTORATE**

The aggregation program must be approved by the electors of the Township pursuant to Section 3 of this Resolution. Upon approval by the electorate the Township is hereby authorized to automatically aggregate, in accord with Section 4928.20 of the Ohio Revised Code and in accordance with the rules of the Ohio Public Utilities Commission, the retail electric loads (customers) located within the Township, and enter into service agreements to facilitate for those loads the purchase and sale of electricity. The Township may exercise such authority jointly with any other municipal corporation, township, or county or other political subdivision of the State of Ohio.

2010 FEB 16 PM 12 32  
BOARD OF ELECTIONS  
HURON COUNTY

### **Section 3. BALLOT LANGUAGE**

The Board of Elections of Huron County is hereby directed to submit the following question to the electors of Wakeman Township at the primary election on May 4<sup>th</sup>, 2010:

**Shall the Board of Trustees of the Township of Wakeman have the authority to aggregate the retail electric customers located in the Township, and for that purpose, enter into services agreements to facilitate for those customers the sale and purchase of electricity, conversion to the aggregation program will occur automatically unless the customers choose to opt out of the program.**

The Fiscal Officer of Wakeman Township is instructed to immediately file a certified copy of this resolution and the proposed form of the ballot question with the Huron County Board of Elections not less than seventy-five days prior to the general election. The aggregation program shall not take effect unless approved by a majority of the electors voting upon this resolution and the aggregation program provided for herein at the election held pursuant to this Section 3 and Section 4928.20 of the Ohio Revised Code.

### **Section 4. PROCEDURE AFTER AN AFFIRMATIVE VOTE; HEARINGS AND NOTICE OF HEARINGS; OPT-OUT RIGHTS.**

Upon approval of a majority of the electors voting at the general election provided for in Section 3 of this Resolution, the Board of Trustees of Wakeman Township, individually or jointly with any other political subdivision, shall comply with all requirements of the Ohio Public Utilities Commission and may develop a plan of operation for the aggregation program. Before adopting this plan, the Board of Trustees of Wakeman Township shall hold a least two public hearings on the plan.

Notice of the hearings shall be published once a week for two consecutive weeks in a newspaper of general circulation in the Township prior to the first hearing. The notice will summarize the plan and state the date, time and place of each hearing. No plan adopted by this Board of Trustees shall aggregate the electric load of any electric load center within the Township unless it, in advance, clearly discloses to the person owning, occupying, controlling or using the load center that the person will be enrolled automatically in the Aggregation Program and will remain so enrolled unless the person affirmatively elects, by a stated procedure, not to be enrolled. The disclosure shall state prominently the rates, charges, and other terms and conditions of enrollment. The stated procedure shall allow any person enrolled in the Aggregation Program the opportunity to opt-out of the program at least once every three years without paying a switching fee. Any person that opts out of the Aggregation Program pursuant to the state procedure shall default to the standard service offer provided under division (a) of Section 4928.35 of the Ohio Revised Code until the person chooses an alternative supplier.

**Section 5.**

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

Date of Passage: February 9, 2010

WAKEMAN TOWNSHIP BOARD OF TRUSTEES

Byron Dalton

Byron Dalton, Trustee

Kenneth Tkach

Kenneth Tkach, Trustee

Carroll Butler (absent), Trustee

Attest: \_\_\_\_\_

I, Diane Wolf, Fiscal Officer of the Wakeman Township Board of Trustees, do hereby certify that the forgoing Resolution is taken and copied from the records of the proceedings of the Wakeman Township Board of Trustees, that the same has been compared by me with the Resolution of said record and that it is a true and correct copy thereof.

Diane Wolf, Fiscal Officer  
Wakeman Township, Huron County, Ohio

This Resolution was prepared by:

\_\_\_\_\_

**Huron County**

**Exhibit B-2**

**Operation and**

**Governance Plan**

**Electric Program**

September 16, 2010

10-313

RESOLUTION

IN THE MATTER APPROVING THE HURON COUNTY ELECTRIC POWER AGGREGATION  
PLAN OF OPERATION AND GOVERNANCE WITH OPT-OUT PROVISIONS PURSUANT TO  
SECTION 4928.20 OF THE OHIO REVISED CODE

Gary W. Bauer

moved the adoption of the following resolution:

WHEREAS, the Board of Huron County Commissioners is in receipt of resolutions from Norwalk,  
Ridgefield, Sherman, Townsend, and Wakeman Townships authorizing the Huron County Board of  
Commissioners to act as the Township's agent in the implementation of the Governmental Electricity  
Aggregation Program; and

WHEREAS, the Board of Trustees of the above mentioned townships agree and authorizes the Board of  
Huron County Commissioners to act as the Township's agent in the governmental aggregation program  
with opt-out provisions pursuant to ORC 4928.20 for the residents, businesses and other electric  
consumers in the Townships and to proceed with hearings, notice, and implementation of the Electric  
Power Aggregation Plan as required by law; now therefore

BE IT RESOLVED, that the Board of Huron County Commissioners approves the Huron County Electric  
Power Aggregation Plan of Operation and Governance as attached hereto and incorporated herein;  
and further

BE IT RESOLVED, that the foregoing resolution was adopted and all actions and deliberations of the  
Board of Commissioners of the County of Huron, Ohio, relating thereto were conducted in meetings open  
to the public, in compliance with all applicable legal requirements, including Section 121.22 of the Ohio  
Revised Code.

Larry J. Silcox  
the vote resulted as follows:

seconded the motion. The roll being called upon its adoption.

Yes

Mike Adelman  
Mike Adelman

Yes

Gary W. Bauer  
Gary W. Bauer

YES

Larry J. Silcox  
Larry J. Silcox

I, Clerk of the Board of Huron County Commissioners  
do hereby certify that the above is a true and correct  
copy of the resolution passed on September 16, 2010  
and is recorded in the Commissioners Journal  
Book 69 page       

CLERK

22

Remit to:  
Norwalk Reflector  
P O Box 71  
Norwalk, Ohio 44857

Customer # 211785  
Cost of Advertisement: 70.68  
Ad # 158002  
Fed ID # 34-4462401

CHERYL NOLAN  
180 MILAN AVENUE  
NORWALK OH 44857

RECEIVED

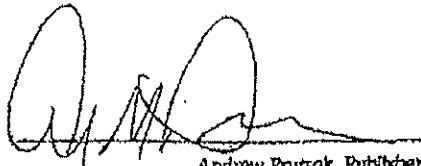
JUL 30 2010

HURON COUNTY  
COMMISSIONERS

## Proof of Publication

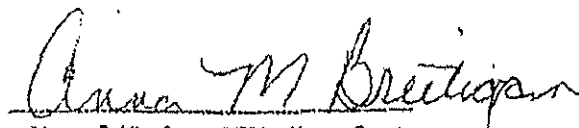
I, Andrew Prutsok, do attest that I am the publisher of the Norwalk Reflector, that said paper is a daily newspaper printed and has general circulation in Huron County, State of Ohio, and that the annexed advertisement was published in said paper on:

07/22/2010 07/29/2010  
LEGAL NOTICE THE HURON CO



Andrew Prutsok, Publisher

Subscribed in my presence and sworn to on July 29th, 2010



Notary Public, State of Ohio, Huron County



ANNA M. BRETTIGAN  
NOTARY PUBLIC, STATE OF OHIO  
My Commission Expires  
Sept. 30, 2011

LEGAL NOTICE  
The Huron County Board of Commissioners hereby resolves that it will hold its annual public hearing on July 29, 2010, at 10:00 a.m. in the Huron County Board of Commissioners Office, 180 Milan Avenue, Norwalk, Ohio. The purpose of this hearing is to receive and review comments regarding the Huron County Board of Commissioners Plan of Operation and Governance. The hearing will be held on August 10, 2010 at 10:00 a.m. and will be held at 10:00 a.m. at the Huron County Board of Commissioners Office, 180 Milan Avenue, Norwalk, Ohio. The Huron County Board of Commissioners Plan of Operation and Governance describes the powers and procedures by which Huron County will implement its electric cooperation program, and will include information regarding customer rates and service. On May 4, 2010, the was approved by voters in the unincorporated areas in the following municipalities: Westman, Townsend, Elmira, Hedgesfield, Norwalk, and Westman Village.  
BY ORDER OF:  
HURON COUNTY BOARD OF COMMISSIONERS  
180 MILAN AVENUE, SUITE 7  
NORWALK, OHIO 44857  
CHERYL NOLAN, Administrator  
HURON COUNTY COMMISSION-ERS  
July 22, 2010  
July 29, 2010

# **Huron County**

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

Adopted by:  
Huron County Board of Commissioners  
September 16, 2010

# **Huron County 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. 3 authorizes customer choice in the selection of suppliers of retail electric generation and declares electric generation service, aggregation service, 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 governmental 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 a municipality, provides the means through which Huron County residential consumers may obtain the economic benefits of Ohio's competitive retail electric market. The Huron County Aggregation Program combines the electric loads of residential customers to form a buying group ("Aggregation Group"). Huron County will act as Purchasing Agent for the Aggregation Group. This means that Huron County will be a Governmental Aggregator, as defined by Ohio law and the rules established by the PUCO, and shall act on behalf of Ohio Edison (OE) eligible customers in the County to obtain the best electric generation rate for consumers who participate in the Aggregation Group.

## **II. PROCESS**

On May 4, 2010, Huron County voters in the following townships and villages approved the development of a form of government electric aggregation known as "opt-out" aggregation: Townships of Norwalk, Ridgefield, Sherman, Townsend and Wakeman. Under the opt-out program, all OE residential and certain business customers in these County Townships are automatically included as participants in the program unless they opt-out of the program by providing written notice of their intention not to participate. As required by state law, the County Commissioners passed



legislation that authorized submitting the selection of opt-out aggregation to the County's voters.

In addition to obtaining necessary County Commissioner's approvals, the County is also required to comply with various PUCO regulations. The County will file an application with the PUCO for certification as a Government Aggregator as soon as the County Commissioners Approves the Plan, on or about September 16, 2010. As required by the regulations, the County developed this Aggregation Plan of Operation and Governance ("Plan"). On July 22, 2010, and July 29, 2010, the County advertised the Public hearing dates to discuss the Plan in the Norwalk Reflector. As required by the PUCO's regulations, two hearings were conducted, on August 10, 2010. The Opt-out notice for the County's Program will be sent to all eligible electric customers in the County 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.

By vote of the Huron County Commissioners on September 16, 2010 the County selected FirstEnergy Solutions, Inc. (FES), a subsidiary of FirstEnergy Corp., as its Retail Electric Generation Provider, to provide the electric power for the Huron County Aggregation Program at this time. Under this program, Ohio Edison (OE) will still deliver the electricity purchased from the County's provider, FES, to eligible customers; customers will receive only one bill (from OE), and all metering, repairs and emergency service will continue to be provided by OE.

### 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 Huron County, as a Government Aggregator under Section 4928.20 Ohio Revised Code, to provide OE customers in the County with retail electric generation services.

"Government Aggregator" means the County 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 enrolled in the Huron County 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 County to be the entity responsible to provide the required service related to "Government Aggregation" as defined in Section 4928.20 of the Ohio Revised Code and applicable provisions of the rules of the PUCO.

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

#### IV. OPERATIONAL PLAN:

##### A. Aggregation Services

1. Provider: Huron County will use a contractor ("Retail Electric Generation Provider") to perform and manage aggregation services for its Members. The County has selected FES to be its Provider at this time. The Provider shall provide adequate, accurate, and understandable pricing terms and conditions of service, including any switching fees and the conditions under which a Member may rescind a contract without penalty. The Provider must provide the County, if requested, an electronic file containing the Members usage, and charges. The Provider must have a local Akron phone number 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, Ohio Edison account number, and Retail Electric Generation Provider's account number of the Member, and other pertinent information such as rate code, rider code (if applicable), most recent 12 months of usage and demand, and meter read cycle. This database will be updated 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 (i) leave the program due to relocation, opting out, etc. (ii) decide to enter the Program; (iii) relocate within the County, and (iv) move into the County and desire to enter the Program. This database shall also be capable of eliminating Percentage of Income Payment Plan (PIPP) customers from the Program, should that be necessary, and those who have 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 County, an educational program that generally explains the Aggregation Program to Members, provides updates and disclosures mandated by Ohio law and PUCO rules, and implements a process to deal with allowing any person enrolled in the Aggregation Program the opportunity to opt out of the program at least every three years, without paying a switching fee to the County or the Provider. 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 (i) Member inquiries and complaints about billing; and (ii) 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:** Huron County 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, Ohio Edison will render the billing statement, which should be consistent with all applicable guidelines issued by the PUCO. As this market develops, Huron County 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 that the County 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 (i) the number of Members participating in the Program; and (ii) 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 Edison:** The County's eligible OE consumers that do not opt-out of the County's Aggregation Group will be enrolled automatically in the Aggregation Program. Participants in the County's Aggregation Group will not be asked to take other affirmative steps in order to be included in the Group. To the extent that OE requires notification of participation, the County will coordinate with its Provider to provide such notice to OE. The Provider will inform OE 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 County's Government Aggregation Group. Under the Agreement, the term for power supply to Members will be for nine years from the beginning of service.

**C. Huron County's Retail Electric Generation Provider - FirstEnergy Solutions, Inc. (FES)**

FES satisfies each of the following requirements:

- Has sufficient sources of power to provide retail firm power to the residents of Huron County.
- Is a licensed Federal Power Marketer with the Federal Energy Regulatory Commission.
- Is certified as a CRES by the PUCO.
- Is registered as a generation supplier with OE.
- Has a Service Agreement for Network Integration Transmission Service under FirstEnergy's Open Access Transmission Tariff.
- Has a Service Agreement under FirstEnergy's Market-based Rate Tariff.

- Has the corporate structure to sell retail firm power to the OE customers in the County.
- Its Electronic Data Interchange computer network is fully functional and capable of handling the OE retail electric customers in Huron County.
- Has the marketing ability to reach all OE retail electric customers to educate them on the County's Aggregation Program.
- Has a call center capable of handling the County's Aggregation Group customer calls.
- Has a toll-free number as required by the PUCO for customer service and complaints related to the County's aggregation program.
- Will hold the County financially harmless from any financial obligations arising from supplying power to the OE retail electric customers in the County.
- Satisfies the State of Ohio's, FirstEnergy's and the County's credit requirements.
- Will execute the Power Supply Agreement.
- Will assist the County in filing the annual reports required by the PUCO and Section 4805.10(A), Section 4911.18(A) and Section 4928.06(F) of the Ohio Revised Code.
- Will assist the County in developing a Consumer Education Plan.

D. Activation of Service

After a notice is sent out to all eligible electric customers in the County providing 21 days to opt out of the Program, all customers who do not opt out will be automatically enrolled in the Program. 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 current Agreement for power supply service with FES will provide service for nine years beginning upon activation of service. 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 eligible OE customers in the County 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 OE'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 ORES 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 OE's Standard Service Offer upon termination.

G. Opt-In Procedures

Eligible OE 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. Eligible OE consumers in the County 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 at what rate, subject to written policies mutually agreed upon by the County and the Provider. The agreed upon policy shall be consistent with OE's service activation requirements. Aggregation Group participants who move from one location to another within the corporate limits of the County shall retain their participant status.

H. Opt-out Procedures

Eligible OE consumers may opt-out of the County's Aggregation Group at any time during the opt-out period without additional fees charged by the Provider or the County. 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 will be charged a switching fee (\$25 for Residential and \$50 for Small Commercial) to be billed on their final bill from the Provider. Switching to a different generation supplier on the next meter read date, however, will occur when the next meter read date is twelve (12) business days or more from the date of the consumer's notice of intent to opt-out of the Aggregation Group. Notification of intent to opt-out of the Aggregation Group may be made by contacting the Provider by telephone or in writing. Consumers who opt-out of the Aggregation Group will default to OE's Standard Service Offer, until the consumer selects an alternate generation supplier.

I. Rates

**March 2010 – May 2019\*:**

Rate RS – Standard Residential Rate	Rate GS – General Service to 199 KWd
2010 – 6% Discount	2010 – 4% Discount
2011 – 6% Discount	2011 – 4% Discount
2012 – 6% Discount	2012 – 4% Discount
2013 – 6% Discount	2013 – 4% Discount
2014 – 6% Discount	2014 – 4% Discount
2015 – 6% Discount	2015 – 4% Discount
2016 – 6% Discount	2016 – 4% Discount
2017 – 6% Discount	2017 – 4% Discount
2018 – 6% Discount	2018 – 4% Discount
May 2019 – 6% Discount	May 2019 – 4% Discount

- K. Eligibility. Only non-mercantile consumers shall be eligible for the Program through the opt-out process. Other eligibility restrictions such as peak demand or use may be negotiated within the Contract.

V. **MISCELLANEOUS GOVERNANCE GUIDELINES**

- A. County Commissioners shall approve through Resolution or Ordinance the Plan of Operation and Governance for the Aggregation program and any Amendments thereto.
- B. The County 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 County will require any Provider to disclose any subcontractors that it uses in fulfillment of the services described above.
- D. The County will require the Provider to maintain either a toll free telephone number, or a telephone number that is local to County Program Members.
- E. All costs of the Aggregation Program development/administration will be paid either through the general fund of Huron County and/or by First Energy Solutions, Inc. None of these costs shall be added to Member bills.
- F. As part of the Opt-Out process, the County will notify eligible customers of the terms and calculations of any deferrals, if applicable, as well as the County's decision, if applicable, to elect not to receive standby service from the utility and any customer impact as a result of that election.

VI. **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.

VII. **INFORMATION AND COMPLAINT NUMBERS**

Potential participants can receive more information about the program or Copies of this Plan from Huron County free of charge by calling 419-668-3092.

**Any electric customer, including any participant in the County's Aggregation Program, may contact the Public Utilities Commission of Ohio (PUCO) for information, or to make a complaint against the Program, the Provider or EDU. The PUCO may be reached toll free at 1-800-686-7826. For all TDD/TYY calls, the PUCO may be reached at 1-800-686-1570.**

## **Appendix A -- Education Process**

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

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



## Appendix B --- Customer Service Plan

### A. Member Access:

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

\_\_\_\_\_ Corporation  
**Address:** \_\_\_\_\_  
**City:** \_\_\_\_\_, \_\_\_\_\_  
**Toll-free telephone number:** 1- \_\_\_\_\_  
**Hours:** \_\_\_\_\_

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

### B. Member Complaints:

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

6. Provider shall make good faith efforts to resolve disputes.

C. Member Billing and Payments

1. Provider shall arrange for Ohio Edison 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 Edison, 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 on 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 Ohio Edison 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, Provider will, 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.
  5. The County and Provider shall establish policies and procedures for handling billing disputes and requests for payment arrangements.

D. Collections for delinquent accounts:

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

# **Huron County**

## **Exhibit B-3**

### **Automatic Aggregation Disclosure**

#### **Opt – Out Notice**

#### **Electric Program**

May 18, 2022

## Huron County

### Community Electric Aggregation Notification

Dear Resident or Small Business,

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

### How You Benefit

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

	Your Electric Utility	Fixed Price	Term End	Early Termination Fee
Residential	Ohio Edison	4.49 cents per kWh	December 2023	None
Small Business	Ohio Edison	4.49 cents per kWh	December 2023	None

### Same Reliable Service

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

### Opt Out Information

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

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

Opt Out Deadline
June 8, 2022

### Enrollment Information

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

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

Sincerely,

Huron County

## Community Electric Aggregation Program FAQs v.12.20

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

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

### Who is Energy Harbor?

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

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

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

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

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

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

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

### What does it mean to opt out?

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

### What happens if I do not opt out?

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

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

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

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

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

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

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

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

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

### Who is not eligible for an electric aggregation program?

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

### How can I contact Energy Harbor for questions?

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

## HURON COUNTY OPT OUT REPLY FORM

Option 1: Do Nothing to Join

OR

Option 2: Opt Out by: June 8, 2022

MAIL TO: Community Electric Aggregation Opt-Out c/o Energy Harbor, 168 E Market St, Akron, Ohio 44308

Account Holder Signature: \_\_\_\_\_

Mail

Return This Form

Phone

1-866-636-3749

Web

[energyharbor.com/optout](http://energyharbor.com/optout)

Government Aggregation – Electric Terms and Conditions	
Product	Fixed Price
Electric Distribution Utility ("EDU")	Ohio Edison Company
Price and Length of Agreement	4.49 ¢/kWh through your December 2023 meter read
Cancellation/Termination Fee	None

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

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

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

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

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

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

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

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



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

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

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

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

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

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

**Dispute Procedures:** Contact Energy Harbor with any questions concerning the terms of service by phone at 1-866-636-3749 (toll-free) from 8 a.m. to 5 p.m. EST weekdays, or in writing at Energy Harbor, 168 E Market St, Akron, OH 44308. Our web address is [www.energyharbor.com](http://www.energyharbor.com). If your complaint is not resolved after you have called your electric supplier and/or your electric utility, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from 8 a.m. to 5 p.m. EST weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from 8 a.m. to 5 p.m. weekdays, or at <http://www.pickocc.org>.

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

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

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## **Experience**

Huron 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.

Huron County has been an active member in the natural gas and electric energy program of the County Commissioners Association Service Corporation (CCAOSC). The CCAOSC Energy Programs were designed specifically to help counties save money on their natural gas and electric bills by utilizing the strength of group buying. By grouping together, counties can leverage their buying power when shopping the market, thus securing the best deals possible. The independent energy professionals of Palmer Energy Company, on behalf of the CCAOSC, obtained the best price for natural gas from various reputable suppliers through the RFP process

Palmer Energy recently partnered with the Ohio Municipal League to help manage a natural gas and electric program for the facilities, as well as electric and natural gas government aggregation programs for the residents of member cities and villages. This program was designed specifically to help cities and villages save money on their natural gas and electric bills by utilizing the strength of group buying.

Palmer Energy Company will:

- Assist the day to day administration of program (problem resolution, press releases, PUCO compliance, supplier liaison, contract review, etc.)
- Design and issue the Request for Proposal, analyze supplier responses and provide recommendations for the supply agreement.
- Review customer data provided by the utility that would serve as the basis for an opt-out notice.
- Write and prepare reports on a quarterly/annual basis to the County, PUCO, PUCO's Market Monitoring division, and the Ohio Consumers' Counsel.
- Review customer data provided by the utility that would serve as the basis for an opt-out notice. Provide customer service support for consumers in the County to call for information during the 21-day enrollment and opt out period for the County's Aggregation Program.

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

Contact information for Palmer Energy Company

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

# Competitive Retail Electric Service Affidavit

County of Huron :

State of Ohio :

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

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

13. Affiant further sayeth naught.

Brenda Wilcox  
Signature of Affiant & Title



**CHERISE M. WEBB**  
Notary Public, State of Ohio  
My Commission Expires  
December 5, 2023

Sworn and subscribed before me this 16 day of August, 2022  
Month Year

Cherise M. Webb  
Signature of official administering oath

Cherise M. Webb, Clerical Assistant  
Print Name and Title

My commission expires on 12/5/2023

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

**8/17/2022 9:55:44 AM**

**in**

**Case No(s). 10-1464-EL-GAG**

Summary: In the Matter of the Application of Huron County