



**Public Utilities  
Commission**

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

## **CERTIFICATION APPLICATION FOR ELECTRIC GOVERNMENTAL AGGREGATORS**

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

**This PDF form is designed so that you may input information directly onto the form.**

**You may also download the form, by saving it to your local disk, for later use.**

### **A. APPLICANT INFORMATION**

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

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

Name Logan County

Address 117 East Columbus Avenue, Bellefontaine, OH 43311

Telephone Number (937) 599-7283

Web site address (if any) www.co.logan.oh.us

County Logan

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

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

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

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

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

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

Name Andrea Flowers  
Title Program Manager  
Business address 5577 Airport Highway, Suite 101, Toledo, OH 43615  
Telephone number (419) 539-9180 Fax (419) 539-9185  
E-mail address aflowes@palmerenergy.com

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

Name Andrea Flowers  
Title Program Manager  
Business address 5577 Airport Highway, Suite 101, Toledo, OH 43615  
Telephone number (419) 539-9180 Fax (419) 539-9185  
E-mail address aflowers@palmerenergy.com

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

Address 5577 Airport Highway, Suite 101, Toledo, OH 43615  
Toll-free telephone number (877) 410-5214  
Fax # (419) 539-9180

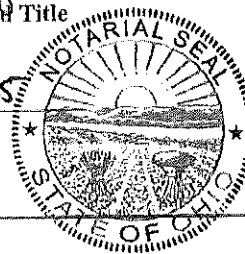
Jonathan Buttram Commissioner  
Signature of Applicant & Title

Sworn and subscribed before me this 14<sup>th</sup> day of February, 2023  
Month Year

Jade Spriggs  
Signature of official administering oath

Jade Spriggs  
Print Name and Title

My commission expires on Aug. 25, 2025



Jade Spriggs  
Notary Public, State of Ohio  
My Commission Expires August 2, 2024  
Recorded in Logan County

# AFFIDAVIT

State of Ohio :

\_\_\_\_ ss.  
(Town)

County of Logan :

Joseph A. Anderson Affiant, being duly sworn/affirmed according to law, deposes and says that:

He/She is the Commissioner (Office of Affiant) of Logan County (Name of Applicant);

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

1. The Applicant herein, attests under penalty of false statement that all statements made in the application for certification are true and complete and that it will amend its application while the application is pending if any substantial changes occur regarding the information provided in the application.
2. The Applicant herein, attests it will timely file an annual report with the Public Utilities Commission of Ohio of its intrastate gross receipts, gross earnings, and sales of kilowatt-hours of electricity pursuant to Division (A) of Section 4905.10, Division (A) of Section 4911.18, and Division (F) of Section 4928.06 of the Revised Code.
3. The Applicant herein, attests that it will timely pay any assessments made pursuant to Sections 4905.10, 4911.18, or Division F of Section 4928.06 of the Revised Code.
4. The Applicant herein, attests that it will comply with all Public Utilities Commission of Ohio rules or orders as adopted pursuant to Chapter 4928 of the Revised Code.
5. The Applicant herein, attests that it will cooperate fully with the Public Utilities Commission of Ohio, and its Staff on any utility matter including the investigation of any consumer complaint regarding any service offered or provided by the Applicant.
6. The Applicant herein, attests that it will fully comply with Section 4928.09 of the Revised Code regarding consent to the jurisdiction of Ohio Courts and the service of process.
7. The Applicant herein, attests that it will comply with all state and/or federal rules and regulations concerning consumer protection, the environment, and advertising/promotions.
8. The Applicant herein, attests that it will use its best efforts to verify that any entity with whom it has a contractual relationship to purchase power is in compliance with all applicable licensing requirements of the Federal Energy Regulatory Commission and the Public Utilities Commission of Ohio.
9. The Applicant herein, attests that it will cooperate fully with the Public Utilities Commission of Ohio, the electric distribution companies, the regional transmission entities, and other electric suppliers in the event of an emergency condition that may jeopardize the safety and reliability of the electric service in accordance with the emergency plans and other procedures as may be determined appropriate by the Commission.
10. If applicable to the service(s) the Applicant will provide, the Applicant herein, attests that it will adhere to the reliability standards of (1) the North American Electric Reliability Council (NERC), (2) the appropriate regional reliability council(s), and (3) the Public Utilities Commission of Ohio. (Only applicable if pertains to the services the Applicant is offering)

11. The Applicant herein, attests that it will inform the Commission of any material change to the information supplied in the application within 30 days of such material change, including any change in contact person for regulatory purposes or contact person for Staff use in investigating customer complaints.
12. The Applicant herein, attests that it will docket with the Commission's Docketing Division the final opt-out and any supplemental opt-outs (including beginning and ending dates of the 21-day opt-out period and the selected CRES supplier) at a minimum 10 days prior to sending the opt-outs to customers.

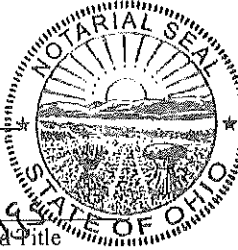
That the facts above set forth are true and correct to the best of his/her knowledge, information, and belief and that he/she expects said Applicant to be able to prove the same at any hearing hereof.

*Joseph M. Lutz* Commissioner  
Signature of Affiant & Title

Sworn and subscribed before me this 9<sup>th</sup> day of February, 2023  
Month Year

*[Signature]*  
Signature of Official administering oath

Jade Spriggs  
Print Name and Title



Jade Spriggs  
Notary Public, State of Ohio  
My Commission Expires August 2, 2025  
Recorded in Laguer County

My commission expires on Aug. 2<sup>nd</sup>, 2025

# **Logan County**

## **Exhibit A-2**

### **Authorizing Ordinance/Resolution**

#### **Electric Program**



117 East Columbus Avenue  
Suite 100 • Bellefontaine, Oh 43311  
commissioners@logancountyohio.gov  
(office) 937-599-7283 • (fax) 937-599-7268

**Joe M. Antram • Mark A. Robinson • Michael E. Yoder**

David Henry, County Administrator  
david.henry@logancountyohio.gov  
937-292-4008

DeDe Doss, Clerk Administrator  
ddoss@logancountyohio.gov  
937-599-7284

Jenny Richardson, Human Resources Director  
jrichardson@logancountyohio.gov  
937-599-7280

Resolution No. 31-23

The Logan County Board of Commissioners met in regular open session on this date of February 2, 2023 with the full board present.

Mr. Mark Robinson moved that the following resolution be adopted:

**RE: In the matter of authorization to adopt the Electric Power Aggregation Plan of Operation and Governance for Village of Russells Point, Village of West Liberty, and Village of Zanesfield, Logan County, Ohio**

**Whereas**, on November 8, 2022 a majority of voters in Village of Russells Point, Village of West Liberty and Village of Zanesfield, Logan County, Ohio approved a referendum that authorized the formation of an "opt-out" governmental aggregation in compliance with Section 4928.20 of the Ohio Revised Code regarding the governmental aggregation of electric service consumers; and

**Whereas**, these communities decided to utilize their aggregation authority jointly through Logan County as permitted under Section 4928.20 of the Ohio Revised Code; and

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

**Whereas**, under an opt-out aggregation program, all eligible residential and small business customers in the authorized areas of Logan County are automatically included as participants in the Aggregation Program unless they opt-out of the program by providing written notice of their intention not to participate. As required by Ohio Law, the various communities jointly participating in the Logan County governmental aggregation shall pass a resolution/ordinance, which authorizes submitting the selection of opt-out aggregation to the community's voters; and

**Whereas**, in addition to obtaining the necessary voter approvals, Logan County, Ohio is also required to comply with various PUCO regulations. As required by PUCO regulations, the County will file an application with the PUCO for certification as a Governmental Aggregator upon approval of the Aggregation Plan of Operations and Governance; and

**Whereas**, as required by regulations, the County shall advertise and conduct two (2) public hearings to discuss the Plan; and

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

**Whereas**, the supply contract negotiated between the Governmental Aggregator and the selected Provider shall be for firm full requirements power supply. Each aggregation participants shall be individually bound by the terms and conditions found in the opt-out notice and the Contract and shall be solely responsible for payment and performance. The power supply charges for Aggregation participants shall be negotiated and included in the contract.

**Whereas**, the County's Retail Electric Generation Provider shall meet requirements as set forth in the Logan County Electric Government Aggregation Plan of Operation and Governance, a copy of which is attached hereto and made a part hereof; and


**Whereas**, Government aggregation provides a means for residential consumers and small commercial consumers in the County to obtain economic benefits from Ohio's competitive retail electric market. The County Aggregation Program combines the electric loads of residential customers and small commercial consumers into a buying group, in which the County will act as Purchasing Agent; and

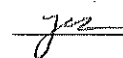
**Whereas**, the Board of Logan County Commissioners are aware that it is necessary to conduct public hearings for electrical aggregation prior to adoption of the Logan County Electric Government Aggregation Plan of Operation and Governance; and

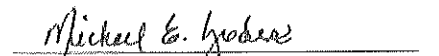
Be It Resolved That the Board of County Commissioners of Logan County, Ohio, adopts the Logan County Electric Governmental Aggregation Plan of Operation and Governance, which is attached hereto and made a part thereof.

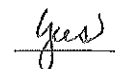
Mr. Michael E. Yoder seconded the motion.

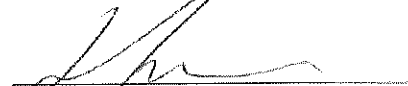
Roll call resulted as follows:

  
Mr. Joe Antram, President



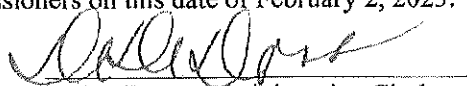
  
Mr. Michael E. Yoder, Vice President



  
Mr. Mark Robinson, Member



I, De De Doss, Clerk/Administrator, hereby certify this to be a true copy of the proceedings as taken from the minutes of the meeting of the Logan County Commissioners on this date of February 2, 2023.

  
De De Doss, Administrative Clerk

**RESOLUTION 22-997**

**A RESOLUTION AUTHORIZING THE LOGAN COUNTY COMMISSIONERS TO  
ACT AS THE PURCHASING AGENT AND GOVERNMENTAL AGGREGATOR FOR  
ELECTRIC POWER FOR THE VILLAGE OF RUSSELLS POINT, OHIO AND  
DECLARING AN EMERGENCY**

WHEREAS, on November 8th, 2022 the residents of the Village of Russells Point voted in favor of electric aggregation to improve purchasing leverage and offer reduced electrical generation rates to residential and small business consumers; and

WHEREAS, the Logan County Commissioners have offered their services to act on behalf of the Village of Russells Point in Logan County as the governmental aggregator; and

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

**BE IT RESOLVED** by the Council of the Village of Russells Point, Logan County, Ohio that:

**Section 1.** The Village of Russells Point Council hereby authorizes the Logan County Commissioners to act as the governmental agent for purchasing and aggregation of electric power for the residents of the Village of Russells Point, Ohio.

**Section 2.** This resolution shall be copied to the Logan County Commissioners, 117 E. Columbus Ave., Bellefontaine, OH 43311.

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

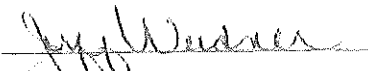
**Section 4.** This Resolution shall become effective immediately upon its passage.

Passed in Council this 21st day of November, 2022.



Robin Reames, Mayor

ATTEST:



Jeff Weidner, Fiscal Officer



**Resolution Number 2022 -19**

A Resolution Authorizing The Logan County Commissioners to Act as the Purchasing Agent and Governmental Aggregator for Electric Power for the Village of West Liberty, Ohio.

WHEREAS, On November 8th, 2022 the residents of the Village of West Liberty voted in favor of electric aggregation to improve purchasing leverage and offer reduced electrical generation rates to residential and small business consumers; and,

WHEREAS, The Logan County Commissioners have offered their services to act on behalf of Village of West Liberty in Logan County as the governmental aggregator; and,

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

BE IT RESOLVED by the Council of the Village of West Liberty, Ohio that:

**Section 1.** The Village of West Liberty Council hereby authorizes the Logan County Commissioners to act as the governmental agent for purchasing and aggregation of electric power for the residents of Village of West Liberty, Ohio.

**Section 2.** This resolution shall be copied to the Logan County Commissioners, 117 E. Columbus Ave. Bellefontaine, OH 43311.

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

PASSED: 11-14-2022

SIGNED:

Jill C. McKelvey  
Mayor Jill C. McKelvey

ATTEST:

Cindee M. Boyd  
Cindee M. Boyd  
Clerk/Treasurer

APPROVED:

11-14-2022

SIGNED:

Jayne Griffith  
President Jayne Griffith

**Resolution Number 2022 - 12-01**

A Resolution Authorizing The Logan County Commissioners to Act as the Purchasing Agent and Governmental Aggregator for Electric Power for the City/Village of Zanesfield, Ohio.

WHEREAS, On November 8th, 2022 the residents of the City/Village of Zanesfield voted in favor of electric aggregation to improve purchasing leverage and offer reduced electrical generation rates to residential and small business consumers; and,

WHEREAS, The Logan County Commissioners have offered their services to act on behalf of City/Village of Zanesfield in Logan County as the governmental aggregator; and,

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

BE IT RESOLVED by the Council of the City/Village of Zanesfield, Ohio that:

**Section 1.** The City/Village of ~~Zanesfield~~ Council hereby authorizes the Logan County Commissioners to act as the governmental agent for purchasing and aggregation of electric power for the residents of City/Village of Zanesfield, Ohio.

**Section 2.** This resolution shall be copied to the Logan County Commissioners, 117 E. Columbus Ave. Bellefontaine, OH 43311.

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

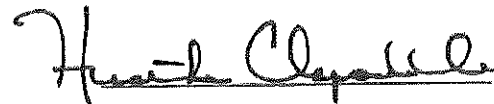
Vote on Resolution:

Yeas 4 Nays

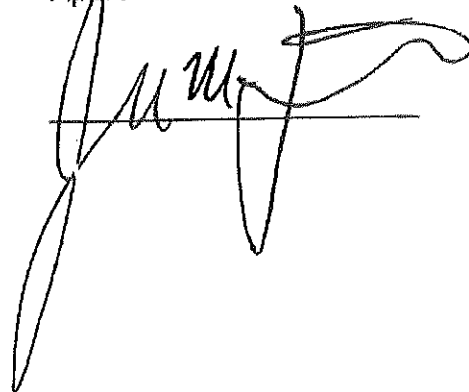
Passed on: DECEMBER 5<sup>TH</sup>, 2022

Attest:

  
President of Council

  
Fiscal Officer

Approved:



# **Logan County**

## **Exhibit A-3**

### **Operation and Governance Plan**

#### **Electric Program**

**Logan County**

**Electric Power**

**Aggregation**

**Plan of Operation and**

**Governance**

February, 2023

# Logan County

## Electric Governmental Aggregation

### Plan of Operation and Governance

- I. **INTRODUCTION.** On, November 8, 2022 a majority of voters in Village of Russells Point, Village of West Liberty and Village of Zanesfield, Logan County, Ohio, approved a referendum that authorized the formation of an “opt-out” governmental aggregation in compliance with Section 4928.20 of the Ohio Revised Code regarding the governmental aggregation of electric service consumers.

These communities decide to utilize their aggregation authority jointly through Logan County, Ohio are permitted to do so under Section 4928.20 (A) of the Ohio Revised Code. While initially intended for these communities in Logan County approval the following Plan of Governance may also eventually include other communities in Logan County, provided they pass a governmental aggregation referendum by the majority of voters in that community, decide to join the Logan County, Ohio “opt-out” governmental aggregation and obtain approval from the Board of County Commissioners.

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

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

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

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

- III. **CONTRACT.** The supply contract (“Contract”) negotiated between the Governmental Aggregator and the selected Provider shall be for firm, full requirements power supply. Each Aggregation participant shall be individually bound by the terms and conditions found in the opt-out notice and the Contract and shall be solely responsible for payment and performance. The power supply charges for Aggregation participants shall be negotiated and included in the Contract. These charges shall take the form of either a fixed price or a price representing a

percentage below the electric distribution utility's ("EDU") avoidable costs ("Avoidable") or Price to compare ("PTC"). These charges will be fully and prominently disclosed in the consumer opt-out materials provided to potential Aggregation participants and available by calling the Provider's toll free customer service telephone number.

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

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

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

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

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

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

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

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

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

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



accounts will be addressed. See Appendix B for a detailed description of the Customer Service Plan.

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

whether the Provider accepts them into the Program, and, if so, at what rate. The agreed upon policy in the Contract shall be consistent with the EDU's service activation requirements. Aggregation Group participants who move from one location to another within eligible areas of the County shall retain their participant status.

L. Opt-out Outside Enrollment Period. Members who switch to a different generation supplier after the expiration of the Opt-out period will be allowed to do so in correlation with the consumer's next scheduled meter read date but may be charged a switching fee in an amount and method determined by the Contract. Switching to a different generation supplier on the next meter read date, however, will occur when the next meter read date is twelve (12) business days or more from the date of the consumer's notice of intent to opt-out of the Aggregation Group. Notification of intent to opt-out of the Aggregation Group may be made by contacting the Provider by telephone or in writing. Members who opt-out of the Aggregation Group will default to the EDU's Standard Service Offer, until the consumer selects an alternate generation supplier.

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

#### VI. MISCELLANEOUS GOVERNANCE GUIDELINES

A. The Board of County Commissioners of Logan County shall approve through Resolution or Ordinance the Plan of Operation and Governance for the Aggregation program and any Amendments thereto.

B. The County will require any Provider to disclose any subcontractors that it uses in fulfillment of the services described above.

C. The County will require the Provider to maintain either a toll free telephone number, or a telephone number that is local to County Program Members.

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

#### VIII. INFORMATION AND COMPLAINT NUMBERS

Potential participants can receive more information about the program or Copies of this Plan from Logan County free of charge by calling 937-599-7283.

**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 AES (formerly known as Dayton Power & Light) 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 AES, and contain sufficient information for Members to compute and compare the total cost of competitive retail electric service (s). Such bills shall also include:
  - a. The Member's name, billing address, service address, the Member's EDU account number, and if applicable, Provider account number;
  - b. The dates of service covered by the bill, an itemization of each type of competitive service covered by the bill, any related billing components, the charge for each type of service, and any other information the Member would need to recalculate the bill for accuracy;
  - c. The applicable billing determinants, including beginning meter reading, ending meter reading(s), demand meter reading(s), multipliers, consumption(s), and demands;
  - d. For Member-generators with net metering contracts, a statement of the net metered generation;
  - e. The unit price per kWh charged for competitive service, as calculated by dividing current-period competitive service charges by the current-period consumption;
  - f. An identification of the provider of each service appearing on the bill;
  - g. The amount billed for the current period, any unpaid amounts due from previous periods, any payments or credits applied to the Member's account during the current period, any late payment charges or gross and net charges, if applicable, and the total amount due and payable.
2. The due date for payment to keep the account current. Such due date shall be no less than:
  - a. Fourteen days after the postmark date on the bill for residential Member; and Twenty-one days after the postmark date or the bill for nonresidential Members;
  - b. Current balance of the account, if a residential Member is billed according to a budget plan;
  - c. Options and instructions on how Members may make their payments;
  - d. For each provider whose charges appear on the bill, a listing of the provider's toll-free telephone number and address for Member billing questions or complaints;
  - e. A listing of the toll-free consumer assistance telephone numbers and available hours for applicable state agencies, such as the commission, the Ohio Consumers' Counsel, and the Ohio Attorney General's office;
  - f. The AES 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.

# **Logan County**

## **Exhibit A-4**

### **Automatic Aggregation Disclosure – Opt –Out Form**

#### **Electric Program**

May \_\_, 2023

DRAFT

Dear Logan County Resident,

Logan County is providing you the opportunity to join other residents to save money on the electricity you use. Savings are possible through governmental aggregation, where your community officials bring together citizens to gain group buying power for the purchase of electricity from a retail electric generation provider certified by the Public Utilities Commission of Ohio. **Your community voters approved this program on November 8, 2022.**

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

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

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

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

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

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

If you have any questions, please call \_\_\_\_\_ toll-free at 1-866-636-3749, Monday through Friday, 8 a.m. to 5 p.m. Please do not call your County with aggregation program questions.

Sincerely,

Logan County



**DRAFT**

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

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

**OR**

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

Account #

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Service address (City, state and Zip): \_\_\_\_\_

Phone number: \_\_\_\_\_

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

Mail by \_\_\_\_\_, 2023 to Logan County Electric Governmental Aggregation Program.

# **Logan County**

## **Exhibit A-5**

### **Experience and Plan**

#### **Electric Program**

## **Experience**

Logan 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.

Logan 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 has 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, AES, and the billing process will be coordinated with AES 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 Ohio 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)**

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Commission of Ohio Docketing Information System on**

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**in**

**Case No(s). 23-0134-EL-GAG**

Summary: Application In the Matter of the Application of Logan County for  
Certification as an Electric Governmental Aggregator filed by Andrea Flowers on  
behalf of Logan County. electronically filed by Mr. Mark R. Frye on behalf of Frye,  
Mark R Mr.