

NOAC Natural Gas Aggregation Consulting Agreement

This Consulting Agreement executed the ____ day of _____ 2024 by the **Village of Holland** ("Village") and **Palmer Energy Company, Inc.** (the "Palmer") located at 5577 Airport Highway, Suite 101, Toledo, OH 43615, collectively called "Parties".

RECITALS. The citizens authorized the Village to operate as an opt-out natural gas aggregator under ORC 4929.26 and is certified as a natural gas aggregator by the Public Utilities Commission of Ohio ("PUCO").

The Village is operating or has operated an opt-out natural gas aggregation and is participating in the Northwest Ohio Aggregation Coalition (NOAC) electricity aggregation program ("Program").

The eligible residential and small businesses that have participated in the Program ("Participants") since its inception in 2002 have collectively saved an estimated \$21 million.

The Program has advocated for residential and small business natural gas consumers in the Village at the regulatory matters before the PUCO. It also advocates at the Ohio House and Senate on legislation that would impact the Program.

The Village agrees that its continued participation in NOAC is in the best interests of its citizens.

NOAC and the Village plan to continue utilizing Palmer for its natural gas aggregation consulting services.

Now, therefore, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the Village and Palmer hereby agree as follows:

SECTION 1. PROGRAM. The Village determined that it is in the Village and the Participants' interest to continue operating the Program. To secure lower pricing and increase its economy of scale the Village collaborates cooperatively with other communities in NOAC. The various NOAC communities utilize Palmer to provide energy consulting services to the Program and its Participants. This Agreement describes the terms and conditions of the energy consulting services provided by Palmer to the Program during the Term of this Agreement.

SECTION 2. SERVICES. Palmer will assist the Village and other NOAC communities in securing competitively priced natural gas supplies for eligible residential and small business consumers that participate in the municipality's natural gas governmental aggregation. Working in cooperation with the other NOAC communities, Palmer will provide numerous services including, but not limited to, the following:

- A. Assist the Village in maintaining its natural gas certification at the PUCO so it can operate an opt-out natural gas governmental aggregation program for Participants in the Village.
- B. Evaluating the Program's potential participants usage pattern(s), determining LDC maximum daily quantities as necessary and applicable, and estimating the gas transport and storage requirements to supply the Program.
- C. Issuing RFP's to PUCO approved Competitive Retail Natural Gas Service ("CRNGS") providers.
- D. Analyzing the proposals received from CRNGS for the Program.
- E. Providing recommendations to the Village and other NOAC communities representing potential Participants on the appropriate contract duration and type of pricing mechanism(s) to utilize.

- F. Projecting the avoidable natural gas costs if the Program is operating at that time.
- G. Collaborating with legal counsel on appropriate commercial contract terms for the Village and other NOAC communities, the Program, and its potential Participants.
- H. Reviewing opt-out letters and contract terms provided by the selected CRNGS to help ensure they meet the terms and conditions delineated in the supplier's contract with the Village.
- I. Ongoing interaction with legal representatives regarding matters pending before the PUCO that impact the Village, other NOAC communities and Program.
- J. Providing the Village and other NOAC communities rate and other natural gas market updates.
- K. Creating collective savings estimates for Program Participants.
- L. Assisting the Village and other NOAC communities in various natural gas governmental aggregation efforts such as public meetings, press releases or answering questions to Program Participants.
- M. Paying the PUCO and Ohio Consumers Counsel annual fees associated with the operation of the Program.
- N. Performing other services as required so the Village can operate its opt-out natural gas governmental aggregation program for Participants in the Village.

SECTION 3. REQUEST FOR PROPOSALS. Prior to the Village entering into any supply agreement with an aggregation provider, Palmer shall issue a request for proposals from PUCO certified CRNGS providers and shall, upon request, make the request for proposals and any responses to such request available to the Village.

SECTION 4. SUPPLY OF NATURAL GAS.

A. Purchase of Natural Gas. The Village understands it develops and approves the commercial terms and conditions of offers mailed by the approved CRNGS to potential aggregation participants. The residential and small business consumers determine whether to participate in the Program under the terms and conditions offered by the approved CRNGS.

B. No Liabilities of Participant. Other than its own facilities which may participate in the Program, the Village shall not be financially responsible to pay for the Participants' cost of natural gas or any other costs attributable to securing their natural gas consumption.

C. Letter of Exclusive Authorization. The Village agrees to execute a Letter of Exclusive Authorization ("LOE") on its letterhead for use by Palmer to assist in operating the Program. This LOE shall provide Palmer the authority to execute any letters of authorization necessary to securing pricing offers from various potential suppliers, obtain billing, rate, use, maximum daily quantities, meter readings, and all other information from local gas utility necessary to obtain natural gas supply pricing for the Participants' consideration. The LOE also provides Palmer with authority to request the same information from the existing supplier(s) that it would otherwise obtain from the local gas utility.

SECTION 5. PROGRAM CONSULTING FEE. Included in the Supplier(s) natural gas costs paid by the Participants' will be Program Consulting Fees of \$0.003 per hundred cubic feet ("ccf"). The revenue derived from the Consulting Fee multiplied by the number of kWh ("Revenue") shall be paid to Palmer.

SECTION 6. PROGRAM TERM. The initial Program Term of this Exhibit shall begin from the Effective Date of this Agreement and will continue for a term through June 30, 2034. Unless either party to this Agreement provides at least 180 days written notice to the other party, this Agreement shall automatically be extended for additional terms of two (2) years ("Renewal Terms").

SECTION 7. NOAC UNIFORMITY. The Parties understand and agree that this Agreement is in uniformity with the terms and conditions of consulting agreements with the other NOAC communities. The NOAC communities for natural gas aggregation on the execution date of this Agreement are the Cities of Maumee, Northwood, Oregon, Perrysburg, Rossford, Sylvania, and Toledo. Other NOAC communities include the Villages of Holland, Ottawa Hills, and Walbridge as well as Lake Township (Wood County) and Lucas County representing the unincorporated areas of the County.

SECTION 8. COMMUNICATIONS. All notices and communications under this Agreement shall be provided in writing and delivered in person or posed by prepaid U.S. mail to the following individuals:

To the Village:

Village of Holland
1245 Clarion Avenue
Holland, OH 43528

To Consultant:

Mr. Mark R. Frye, President
Palmer Energy Company
5577 Airport Highway, Suite 101
Toledo, OH 43615

IN WITNESS WHEREOF, the undersigned representatives Village of Holland and Palmer Energy Company, Inc. have authority to sign this Agreement.

VILLAGE OF HOLLAND, OHIO

PALMER ENERGY COMPANY, INC.

By: _____
Ryan Spangler, Mayor

By: _____
Mark R. Frye, President
5577 Airport Highway, Suite 101
Toledo, Ohio 43615

Approved as to Form:

Department of Law