

RESOLUTION APPROVING FIRST AMENDMENT FOR EXHIBIT B. TO PARTICIPATION AGREEMENT REGARDING ENERGY PURCHASING PROGRAMS BY AND BETWEEN ASHTABULA COUNTY, THE COUNTY COMMISSIONERS ASSOCIATION OF OHIO SERVICE CORPORATION (CCAO) AND CCAOSC ENERGY SOLUTIONS (CCAOSCES), A SUBSIDIARY OF PALMER ENERGY COMPANY, INC. AND APPROVING A POWER OF ATTORNEY AND AGREEMENT FOR CCAOSC ELECTRICITY PURCHASING PROGRAM ONLY

WHEREAS, a Participation Agreement regarding Energy Purchasing Programs was adopted on March 12, 2019 by Resolution 2019-111 to assist in securing competitively priced energy supplies through various energy purchasing programs; and

WHEREAS, an Amendment for Exhibit B. Electricity Purchasing Program has been presented to the Board of Commissioners for approval, as follows:

SECTION 1. PROGRAM. Ashtabula County has evaluated its interests and decided to join the CCAOSC Electricity Purchasing program which is detailed in this Exhibit.

SECTION 2. ADDITIONAL DEFINITIONS. The definitions listed in the base Participation Agreement continue in this Exhibit.

"Electricity Supply Agreement" means an agreement between a Supplier and Participants for the purchase of electric generation supplies to various facilities, effective for a period to be set forth in that agreement(s) (unless previously terminated), subject to the terms and conditions thereof.

"EDU" means the applicable local electric distribution utility company serving Ashtabula County facilities.

SECTION 3. SUPPLY OF ELECTRICITY

A. Purchase of Electricity. On or about the date hereof, the Authorized Estimator shall certify to CCAOSC or the Manager the estimated monthly electricity consumption during the Program Term and/or a list of facilities to be included in the Program for the Ashtabula County's facilities that will be participating in the Program (the "Ashtabula County Estimate"). CCAOSC or the Manager shall estimate Ashtabula County's quantity of electricity to be purchased (the "Quantity") and shall make the necessary arrangements for Ashtabula County to purchase the Quantity from the Supplier(s) for such periods and pricing as determined by the Manager; provided that such actions shall be in the best interests of the Participants.

B. Aggregation of Electricity. Upon agreement by the Board of Participants, adopted at its annual meeting on October 19, 2022, this Program shall initiate an optional conversion from an individual Participant purchase process to an aggregated purchase process ("Aggregation"). If Ashtabula County agrees to participate in the aggregation of electricity by writing "YES" in the "Agreement to Electric Aggregation of Facilities" box on page 4 of this Amended Exhibit, the Manager will include Ashtabula County in the aggregation of electricity purchases for its facilities of the Aggregation Participants where it is anticipated to be practical and economically beneficial for Participants. Ashtabula County authorizes the Manager with approval of the Energy Executive Committee to utilize its limited Power of Attorney to sign Electric Supply Agreements in connection with the purchase of the consumption necessary to supply the Aggregation for Ashtabula County and various other counties.

It is understood that differences between the Ashtabula County Estimate and the Ashtabula County's actual consumption may occur. The Manager is authorized to make adjustments for differences between estimated and actual consumption for Ashtabula County and for all of the Participants, as a group taken as a whole.

In the event Ashtabula County's monthly consumption exceeds its estimated consumption, such incremental use shall first be secured from other Aggregation Participants if such Aggregation Participants have excess supplies. In the event other Aggregation Participants have insufficient excess supplies, additional supplies shall be secured from the

supplier(s), its designee, or EDU. Each Aggregation Participant shall be responsible for the cost of electricity, generation capacity and other costs attributable to securing their actual consumption.

In the event Ashtabula County's monthly consumption is less than estimated, Ashtabula County shall be responsible for the cost of electricity, generation capacity and other costs attributable to securing their actual consumption plus, to the extent the supplier(s) agreement does not absorb the financial impact of such consumption shortfalls, any resale costs, cash-out, imbalance charges, or penalties if the supplies cannot be reallocated among other Participants.

D. Payments by Participant. Ashtabula County agrees to pay to the Supplier(s) all amounts legally owed within the allotted time frame permitted under the Electricity Supply Agreement. This time frame will normally be determined by the EDU standard payment terms unless the supplier decides to bill separately. Timely payment of all amounts owed is essential to the Program.

E. Program Administrative Fees. Included in the supplier(s) electricity costs paid by Ashtabula County to the Supplier will be the Program Administrative Fee that shall be \$0.0013 per kWh (kilowatt-hour) consumed. In the event the Supplier(s) refuses to include Program Administrative Fee in the electric costs invoiced to Ashtabula County, a separate invoice shall be issued in the same per unit amount. Separately invoiced Program Administrative Fees shall be due to the Manager within 30 days of the invoice date.

F. Sole Supplier. During the Program Term, if the supplier(s) agrees to supply all Ashtabula County's electricity requirements for participating facilities pursuant to the supply agreement, Ashtabula County agrees to purchase all such requirements for any facilities included in the Program from the supplier(s).

G. Notice of Material Change in Usage. During the Program Term, Ashtabula County may make material changes or additions to its physical facilities or experience closure of facilities, planned or unplanned. Ashtabula County agrees to notify the Manager as soon as possible when it becomes aware of circumstances which are likely to increase or decrease electricity usage by ten percent (10%) or more per year for Ashtabula County.

H. Arrangements with the EDU. In the event that the EDU requires Ashtabula County to enter into or Ashtabula County negotiates a separate agreement with the EDU for the distribution of electricity to Ashtabula County's facilities, Ashtabula County shall consult with CCAOSC or the Manager concerning the terms of the proposed agreement prior to entering into any such agreement. If CCAOSC and the Manager determine that the terms of the proposed agreement between Ashtabula County and the EDU are consistent with the Program, Ashtabula County shall cooperate with CCAOSC and the Manager to secure approval of that agreement from the Public Utilities Commission of Ohio, if required.

SECTION 4. PROGRAM SERVICES.

A. Manager Services. The Manager shall assist Ashtabula County in various electricity cost reduction and control efforts such as securing proposals for electricity supplies to serve Ashtabula County's various facilities. Manager shall also periodically evaluate the EDU rates charged to Ashtabula County; provide recommendations on various purchase mechanisms regarding term, methodology (e.g. fixed, float, on-peak/off-peak) and other forms of pricing for electricity supply.

B. Legal Services. The Manager and CCAOSC will utilize outside legal counsel with energy expertise and the Ohio Prosecuting Attorney's Association to identify legal assistance in evaluating Electric Supply Agreements on behalf of the Participants in the Program. Such assistance shall be paid out of the Program Administrative Fee included in the Participant's generation supply costs.

C. Letter of Exclusive Authorization. Upon request, Ashtabula County shall execute a letter of exclusive authorization ("LOE") on its letterhead for use by the Manager. This LOE provides the Manager the authority to execute any letters of authorization necessary to securing pricing from various potential suppliers, obtain billing, rate, demand, use, load profile, PLC's, interval and all other information from the EDU necessary to obtain electric supply pricing for Ashtabula County's consideration. This Agreement also provides the Manager authority to request any

same information from the existing supplier(s) that it would otherwise obtain from the EDU including but not limited to use, demand, interval data, contracts, PLC's, load profile and EDU rate codes.

D. **Power of Attorney.** To facilitate the operation of the Program, Ashtabula County agrees to authorize, execute and deliver to the Manager the limited Power of Attorney in substantially the form attached to this Exhibit.

E. **Participant Discretion.** Any contract for electricity supplies shall be at the discretion and approval of Ashtabula County unless Ashtabula County specifically authorizes CCAOSC or Manager to execute the agreement as Agent or Attorney-in-Fact or Ashtabula County elects to join the Aggregation under Section 3B this provision is subordinate to that Section. To join the Aggregation Ashtabula County must authorize this on the signature page of this Amended Exhibit.

SECTION 5. PROGRAM TERM.

The Initial Program Term of this Amended Exhibit shall begin from the later of the Effective Date of this Amended Exhibit or the end of Ashtabula County's existing Electric Supply Agreement. The Initial Program Term will end December 31, 2033; provided that if the Electric Supply Agreement with a Supplier extends beyond the Initial Program Term, the Program Term shall expire on the expiration date of the Electric Supply Agreement. This Agreement shall be extended for an additional Term ("Renewal Term") of five (5) years, upon written consent of both parties before the expiration of the Initial Program Term.

WHEREAS, the amendment to the agreement has been reviewed and found necessary by the Ashtabula County Board of Commissioners; and

WHEREAS, The Power of Attorney and Agreement has also been reviewed and Limited Power of Attorney is given, in accordance with the agreement on file in this office, to CCAOSC Energy Solutions (CCAOSCES), a subsidiary of Palmer Energy Company, located at 5577 Airport Highway, Ste. 101, Toledo, OH 43615 for the CCAOSC Electricity Purchasing Program only; and

WHEREAS, the First Amendment for Exhibit B. Electricity Purchasing Program and the Power of Attorney and Agreement CCAOSC Electricity Purchasing Program Only are approved; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio, that the First Amendment and the Power of Attorney and Agreement are hereby adopted as outlined above and in accordance with the copies now on file in this office.

BE IT FURTHER RESOLVED, that all other terms and conditions in the original Agreement remain in full force and effect.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2023-229

April 11, 2023

RESOLUTION APPROVING FIRST AMENDMENT FOR EXHIBIT B. TO PARTICIPATION AGREEMENT REGARDING ENERGY PURCHASING PROGRAMS BY AND BETWEEN ASHTABULA COUNTY, THE COUNTY COMMISSIONERS ASSOCIATION OF OHIO SERVICE CORPORATION (CCAO) AND CCAOSC ENERGY SOLUTIONS (CCAOSCES), A SUBSIDIARY OF PALMER ENERGY COMPANY, INC. AND APPROVING A POWER OF ATTORNEY AND AGREEMENT FOR CCAOSC ELECTRICITY PURCHASING PROGRAM ONLY

Upon the motion of J.P. Ducro IV, seconded by Kathryn L. Whittington.

VOTE:

**Casey R. Kozlowski
Kathryn L. Whittington
J.P. Ducro IV**

**Aye
Aye
Aye**

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



Lisa Hawkins, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio

First Amendment for Exhibit B. Electricity Purchasing Program

This is First Amendment to Exhibit B to the Participation Agreement Regarding the various Energy Purchasing Programs of the CCAO Service Corporation (the "Agreement") is entered into as of March 29, 2023, among the **CCAO Service Corporation** ("CCAOSC"), an Ohio for-profit corporation, the **County of Ashtabula**, a political subdivision of the State of Ohio ("Ashtabula County"), **CCAOSC Energy Solutions**, a subsidiary of Palmer Energy Company, Inc. (the "Manager"), collectively called "Parties".

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between Ashtabula County and the EDU are consistent with the Program, Ashtabula County shall cooperate with CCAOSC and the Manager to secure approval of that agreement from the Public Utilities Commission of Ohio, if required.

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IN WITNESS WHEREOF, the undersigned representatives of CCAO Service Corporation, Ashtabula County, and CCAOSC Energy Solutions pursuant to the duly adopted authorizing resolutions of their governing boards, have signed this Agreement.

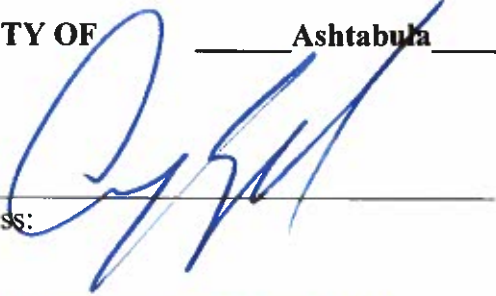
CCAO SERVICE CORPORATION

By: _____

209 East State Street
Columbus, OH 43215

COUNTY OF Ashtabula

By: _____
Address: _____



Date of Adoption
of Approving Ordinance or
Resolution

4-11-23

COUNTY OF Ashtabula, OHIO
Agreement to Electric Aggregation of Facilities



Approved As to Form
By: _____
(Asst.) Prosecuting Attorney

CCAOSC ENERGY SOLUTIONS

By: _____
5577 Airport Highway, Suite 101
Toledo, OH 43615

*Power of Attorney and Agreement
CCAOSC Electricity Purchasing Program Only*

Know all men by these presents that the undersigned (hereinafter called "Ashtabula County") hereby appoint(s) CCAOSC Energy Solutions (CCAOSCES), a subsidiary of Palmer Energy Company located at 5577 Airport Highway, Suite 101, Toledo, Ohio 43615, as Attorney in fact to act in Ashtabula County's capacity to do every act that Ashtabula County may legally do through an Attorney in fact, so it may join a CCAOSC electricity purchasing program designed to purchase electricity for Ashtabula County's various facilities accepting electric distribution service from an EDU. Ashtabula County acknowledges that this program will benefit the CCAOSC.

The said Attorney in fact is hereby empowered and authorized to take all actions necessary to implement and administer this CCAOSC electricity purchasing program and in the name of Ashtabula County including the execution of all relevant documents such as letters of authorization and documents with the electric distribution utility (EDU) necessary to implement the Program. CCAOSCES is authorized to execute Electric Supply Agreement(s) that do not exceed ten years in duration if Ashtabula County provides CCAOSCES written authorization or if the Energy Executive Committee, acting within its authority under this Agreement, authorizes CCAOSCES to sign such Electric Supply Agreement(s). Such contract(s) shall be in the name of Ashtabula County and the CCAOSCES shall have no authority to obligate Ashtabula County to indemnify any party or exceed Ashtabula County's financial exposure beyond the provisions of the Agreement.

The said Attorney in fact is also empowered and authorized to directly receive all bills from Ashtabula County's EDU. Ashtabula County authorizes CCAOSCES to insert and remove its account(s) from various supplier aggregation pools at CCAOSCES discretion. CCAOSCES shall notify Ashtabula County of any changes of supplier.

By executing this Limited Power of Attorney and Agreement, Ashtabula County's electric requirements may be grouped together with other entities who participate in the CCAOSC program. CCAOSCES shall have the authority to redistribute any difference between the quantities stated in the supplier's transaction confirmation with Ashtabula County and Ashtabula County's actual use among other CCAOSC Participants.

The rights, powers, and authority of said Attorney in fact herein granted shall commence upon execution of this document and shall remain in effect until rescinded by Ashtabula County. Ashtabula County will give CCAOSCES, and its contracted service provider(s) access to all records (as reasonably requested). Ashtabula County will immediately notify the CCAOSCES and its contracted service provider(s) of any changes in circumstance that could materially affect this usage data, including but not limited to, weather, opening or closing of facilities, damage to existing facilities and conversion to or away from electricity as an energy source.

County Signatures on Following Page

Ashtabula County


Signature, Title

4-11-23

Date

Ashtabula County


Signature, Title

4-11-23

Date

Ashtabula County

 - Commissioner
Signature, Title

4-11-23

Date