

RESOLUTION APPROVING AMENDMENT NUMBER 1 TO EXHIBIT A. NATURAL GAS PURCHASING PROGRAM, APPROVING 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.

WHEREAS, the CCAO, through its affiliate CCAOSC, has established a joint purchasing program under the authority of ORC 9.48 in order to assist eligible Ohio counties or boards, agencies, districts or other instrumentalities which are affiliated with them in securing competitively priced energy supplies through various energy purchasing programs; and

WHEREAS, CCAOSC and the Ashtabula County Board of Commissioners agree that it is necessary and desirable that this Participation Agreement be entered into in order to create and adopt comprehensive guidelines for the funding, management and administration of CCAOSC's energy purchasing programs; and

WHEREAS, on March 12, 2019 by Resolution Number 2019-111, the Board of Commissioners approved the participation agreement regarding energy purchasing programs by and between Ashtabula County, County Commissioners Association of Ohio Service Corporation AND CCAOSC Energy Solutions, a subsidiary of Palmer Energy Company, Inc.; and

WHEREAS, CCAOSC has now presented an amendment to Exhibit A of the Natural Gas Purchasing Program section of the participation agreement, which among other changes outlined in the Exhibit A, changes the term of the agreement from 5 years to 10 years, which extends the Program Term of Exhibit A to end on May 31, 2034; and

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the amendment to the Gas Purchasing Program Section of the Participation Agreement approved on March 12, 2019 by Resolution 2019-111, as outlined above, is hereby approved in accordance with a copy of said amendment now on file in this office.

BE IT FURTHER RESOLVED that the President of the Board, on behalf of the Board of Commissioners of Ashtabula County, is authorized to execute any and all necessary documents.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2024-240

May 08, 2024

RESOLUTION APPROVING AMENDMENT NUMBER 1 TO EXHIBIT A. NATURAL GAS PURCHASING PROGRAM, APPROVING 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.

Upon the motion of J.P. Ducro IV, seconded by Casey R. Kozlowski.

VOTE:

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

**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

Amendment #1 to Exhibit A. Natural Gas Purchasing Program

This Amendment to Exhibit A to the Participation Agreement Regarding the various Energy Purchasing Programs of the CCAO Service Corporation (the "Agreement") is entered into as of May 8, 2024, 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".

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

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

"Gas Purchase Contract" means the Natural Gas Purchase Agreement(s) between a Supplier and Participants subject to the terms and conditions thereof.

"LDC" means the applicable local gas distribution utility company(s) serving Ashtabula County's facilities.

"Utility Transporter" means any interstate and/or intrastate pipeline transporter of natural gas, including any local gas distribution company.

SECTION 3. ARRANGEMENTS FOR SUPPLY OF NATURAL GAS

The provisions of this Section are subject to the provisions of Sections 6 and 8 of base Participation Agreement.

A. Purchase and Aggregation of Natural Gas. On or about the date hereof, each Authorized Estimator shall certify to CCAOSC and the Manager the estimated monthly natural gas consumption during the Program Term for Ashtabula County's facilities that will be participating in the Program (the "Participant Estimate"). CCAOSC and the Manager shall aggregate all the Participants' Estimates to calculate a defined quantity of natural gas to be purchased (the "Aggregation Quantity") and shall make the necessary arrangements to purchase the Aggregation Quantity from the supplier(s) for such periods and pricing as determined by CCAOSC and the Manager; provided that such actions shall be in the best interests of the Participants. Ashtabula County authorizes the Manager with prior approval of Energy Executive Committee to enter the Gas Purchase Contract in connection with the purchase of the Aggregation Quantity.

B. Power of Attorney. To facilitate the operation of the Program, Ashtabula County agrees to authorize, execute and deliver to the Manager a limited Power of Attorney in substantially the form attached as part of Exhibit A to this Agreement.

C. Payments by Participant. Ashtabula County agrees to pay to the supplier(s) its monthly gas costs within the allotted time frame permitted under the Gas Purchase Contract. This time frame will normally be 12 to 15 days after receipt of the invoice from either the supplier(s) or the LDC. Timely payment of all amounts owed to supplier(s) is essential to the Program. If Ashtabula County fails to transmit timely payment to the Supplier(s) of any amount due, Ashtabula County may, to the extent permitted by law, be charged interest on the overdue amount.

D. Program Administrative Fees. Included in the Supplier(s) gas costs paid by Ashtabula County to the Supplier will be the Program Administrative Fee that shall be \$0.20 per unit MCF (one thousand cubic feet) or Dekatherm (one million Btu) consumed by Ashtabula County plus any other reasonable administrative costs such as legal costs approved by the Energy Executive Committee. The unit of measure shall be determined by the unit the customer's gas is typically purchased under. The Program Administrative Fee may be increased with approval of the Energy Executive Committee. If approved, each Participant shall be notified of the change in Fee which shall not take effect until the start of a new Gas Purchase Contract term. In the event the Supplier(s) refuses to include Program Administrative Fee in the gas costs invoiced to Participants, a separate invoice shall be issued by the Manager's Authorized Designee in the same per unit amount as included for other Participants'. Such separately invoiced Program Administrative Fee shall be paid by Ashtabula County and is due to Manager within 30 days of invoice date.

E. Sole Supplier. During the Program Term, the Supplier(s) agrees to supply and Ashtabula County agrees to purchase all its gas requirements for participating facilities pursuant to the Gas Purchase Contract executed on behalf of Ashtabula County. Ashtabula County retains the right to purchase gas for non-participating facilities from others.

F. Imbalances in Supply of Natural Gas. It is understood that differences between the Participant Estimate and Ashtabula County's actual consumption may occur ("Imbalance"). The Manager may make adjustment for Imbalances for Ashtabula County and for all the Participants, as a group taken as a whole.

In the event Ashtabula County's monthly consumption exceeds its estimated consumption, such incremental use, when permitted under the Supplier(s) agreement, shall first be secured from other Program Participants if such Participants have excess supplies. In the event other Participants have insufficient excess supplies, the Manager shall use its best efforts to timely secure additional supplies from the Supplier(s), its designee, or LDC.

In the event Ashtabula County's monthly consumption is less than estimated, Ashtabula County shall be responsible for the cost of gas with respect to 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.

In the event the Supplier(s) fails to deliver Ashtabula County's nominated quantity, Manager may prorate quantities delivered to the Participants and each Participant shall, consistent with the LDC's rules and regulations in effect at the time, arrange for the purchase any additional volumes of natural gas required from alternate suppliers or the LDC. The Manager, with notice to Ashtabula County, may change the procedures for dealing with imbalances to be consistent with LDC's policies dealing with volumes consumed and nominated. Ashtabula County shall retain all remedies available to it against the Supplier pursuant to the Gas Purchase Contract.

G. Notice of Significant Change in Usage. During the Program Term, Ashtabula County may make material changes or additions to its physical facilities or heating systems, 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 natural gas usage by ten percent (10%) or more per year for Ashtabula County. Such notice requirement does not include variations due to weather.

H. Arrangements with the LDC. In the event that the LDC requires Ashtabula County to enter into a separate agreement with the LDC for the transportation of natural gas to the Participants' facilities, Ashtabula County shall consult with CCAOSC and the Manager concerning the terms of the proposed

agreement prior to entering into any such agreement. CCAOSC and the Manager shall use their best efforts to assist Ashtabula County in negotiating such agreement with the LDC.

SECTION 4. RESTRICTION. It is understood and agreed, and CCAOSC, Ashtabula County, and the Manager hereby represent and warrant, that CCAOSC, the Program, the Manager, and Ashtabula County are not engaged and will not engage in (i) the business of supplying natural gas for lighting, power or heating purposes to consumers within the State of Ohio or to natural gas companies within the State of Ohio, or (ii) the business of transporting natural gas through pipes or tubing either wholly or partly within the State of Ohio, or (iii) any other activity or otherwise in any manner which would cause CCAOSC, this Program, the Manager, or Ashtabula County to be classified as a public utility under Title 49 of the Ohio Revised Code. It is further understood and agreed that this Program, and its supporting natural gas purchase and transportation agreements, will be subject to the Public Utilities Commission of Ohio's rules and regulations as well any LDC tariffs approved by the PUCO.

SECTION 5. PROGRAM TERM. The Program Term of this Exhibit shall end May 31, 2034; provided that if the Gas Purchase Contract with a Supplier extends beyond the Initial Program Term, the Program Term shall be deemed to be extended to expire on the expiration date of the Gas Purchase Contract. 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.

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: _____

COUNTY OF Ashtabula

Date of Adoption
of Approving Resolution

By:  _____

May 8, 2024

Ashtabula County Board of Commissioners
Kathryn Whittington, President
Address: 25 West Jefferson St., Jefferson, OH 44047

CCAOSC ENERGY SOLUTIONS

By: _____

5577 Airport Highway, Suite 101, Toledo, OH 43615

FISCAL OFFICER CERTIFICATE

The undersigned fiscal officer of the County of ___ [Title] _____, Ohio (the "Participant"), hereby certifies that the money required to meet the obligations of the Participant during 20__ under the aforesaid Participation Agreement have been lawfully appropriated by the Board of County Commissioners of the Participant for such purposes and are in the treasury of the Participant or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44 Ohio Revised Code.

Fiscal Officer
County of _ [Title] _____, Ohio

Dated: _____, 20__

*Power of Attorney and Agreement
CCAOSC Natural Gas Purchasing Program*

Know all men by these presents that the undersigned (hereinafter called "Participant") hereby appoint(s) the Manager, 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, but only in a manner consistent with the terms of the Participation Agreement among the Participant, CCAO Service Corporation and Manager, in the Participant's capacity to do every act consistent with the CCAOSC natural gas program that the Participant may legally do through an Attorney in fact, so it may join a CCAOSC natural gas program designed to purchase natural gas for use at the following described facility locations. Participant acknowledges that this program will benefit the CCAOSC.

Facility Location(s): Attach additional sheets for multiple locations to back

Kathryn Whittington, President of the Board of County Commissioners

County Representative:

Ashtabula

County:

25 W. Jefferson St.

Address:

Jefferson

Ohio

44047

City:

State:

Zip

The said Attorney in fact is hereby empowered and authorized to take any and all actions necessary to implement and administer this CCAOSC natural gas program and in the name of the Participant execute all relevant documents such as natural gas transportation applications and natural gas purchase contracts, provided such contracts do not exceed five years in duration and the contracts are in the name of the Participant, with the express understanding that Manager shall have no authority to obligate the Participant to indemnify any party or exceed the Participant's financial exposure beyond the provisions of the Participation Agreement.

The said Attorney in fact is also empowered and authorized to directly receive all invoices from the Participant's local distribution company (LDC). Participant authorizes the Manager to insert and remove its gas account(s) from various gas supplier aggregation pools at the Manager's discretion. Participant hereby authorizes the Manager to execute LDC agreements as necessary. CCAOSCES shall notify Participant of any changes of supplier.

By executing this Power of Attorney and Agreement, Participant's natural gas requirements may be grouped together with other entities who are involved in the CCAOSC program. The Manager shall have the authority to redistribute any difference between the quantities stated in the supplier's transaction confirmation with Participant and the Participant's actual use among other CCAOSCES 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 Participant. The Participant will give the Manager, and the contracted service provider(s) access to all energy records (as reasonably requested). The Participant will promptly notify the Manager and the contracted service provider(s) of any changes in circumstance that could materially affect the Participant's usage, including but not limited to,

weather, opening or closing of facilities, damage to existing facilities and conversion to or away from natural gas as an energy source.

COUNTY OF ASHTABULA



President

Signature, Title

Kathryn Whittington

Name

5-8-24

Date

FISCAL OFFICER CERTIFICATE

The undersigned fiscal officer of the County of Ashtabula, Ohio (the "Participant"), hereby certifies that the money required to meet the obligations of the Participant during 2024_ under the aforesaid Participation Agreement have been lawfully appropriated by the Board of County Commissioners of the Participant for such purposes and are in the treasury of the Participant or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44 Ohio Revised Code.

Dated: May 6th, 2024

Fiscal Officer
County of Ashtabula, Ohio

 *Brian Pflaum, Fiscal Manager on behalf of Auditor*
David Thomas, Ashtabula County Auditor

Amendment #1 to Exhibit A. Natural Gas Purchasing Program

This Amendment to Exhibit A to the Participation Agreement Regarding the various Energy Purchasing Programs of the CCAO Service Corporation (the "Agreement") is entered into as of May 8, 2024, 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".

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

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

"Gas Purchase Contract" means the Natural Gas Purchase Agreement(s) between a Supplier and Participants subject to the terms and conditions thereof.

"LDC" means the applicable local gas distribution utility company(s) serving Ashtabula County's facilities.

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SECTION 3. ARRANGEMENTS FOR SUPPLY OF NATURAL GAS

The provisions of this Section are subject to the provisions of Sections 6 and 8 of base Participation Agreement.

A. Purchase and Aggregation of Natural Gas. On or about the date hereof, each Authorized Estimator shall certify to CCAOSC and the Manager the estimated monthly natural gas consumption during the Program Term for Ashtabula County's facilities that will be participating in the Program (the "Participant Estimate"). CCAOSC and the Manager shall aggregate all the Participants' Estimates to calculate a defined quantity of natural gas to be purchased (the "Aggregation Quantity") and shall make the necessary arrangements to purchase the Aggregation Quantity from the supplier(s) for such periods and pricing as determined by CCAOSC and the Manager; provided that such actions shall be in the best interests of the Participants. Ashtabula County authorizes the Manager with prior approval of Energy Executive Committee to enter the Gas Purchase Contract in connection with the purchase of the Aggregation Quantity.

B. Power of Attorney. To facilitate the operation of the Program, Ashtabula County agrees to authorize, execute and deliver to the Manager a limited Power of Attorney in substantially the form attached as part of Exhibit A to this Agreement.

C. Payments by Participant. Ashtabula County agrees to pay to the supplier(s) its monthly gas costs within the allotted time frame permitted under the Gas Purchase Contract. This time frame will normally be 12 to 15 days after receipt of the invoice from either the supplier(s) or the LDC. Timely payment of all amounts owed to supplier(s) is essential to the Program. If Ashtabula County fails to transmit timely payment to the Supplier(s) of any amount due, Ashtabula County may, to the extent permitted by law, be charged interest on the overdue amount.

D. Program Administrative Fees. Included in the Supplier(s) gas costs paid by Ashtabula County to the Supplier will be the Program Administrative Fee that shall be \$0.20 per unit MCF (one thousand cubic feet) or Dekatherm (one million Btu) consumed by Ashtabula County plus any other reasonable administrative costs such as legal costs approved by the Energy Executive Committee. The unit of measure shall be determined by the unit the customer's gas is typically purchased under. The Program Administrative Fee may be increased with approval of the Energy Executive Committee. If approved, each Participant shall be notified of the change in Fee which shall not take effect until the start of a new Gas Purchase Contract term. In the event the Supplier(s) refuses to include Program Administrative Fee in the gas costs invoiced to Participants, a separate invoice shall be issued by the Manager's Authorized Designee in the same per unit amount as included for other Participants'. Such separately invoiced Program Administrative Fee shall be paid by Ashtabula County and is due to Manager within 30 days of invoice date.

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G. Notice of Significant Change in Usage. During the Program Term, Ashtabula County may make material changes or additions to its physical facilities or heating systems, 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 natural gas usage by ten percent (10%) or more per year for Ashtabula County. Such notice requirement does not include variations due to weather.

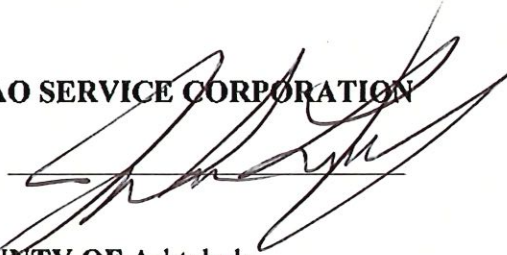
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agreement prior to entering into any such agreement. CCAOSC and the Manager shall use their best efforts to assist Ashtabula County in negotiating such agreement with the LDC.

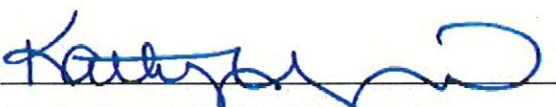
SECTION 4. RESTRICTION. It is understood and agreed, and CCAOSC, Ashtabula County, and the Manager hereby represent and warrant, that CCAOSC, the Program, the Manager, and Ashtabula County are not engaged and will not engage in (i) the business of supplying natural gas for lighting, power or heating purposes to consumers within the State of Ohio or to natural gas companies within the State of Ohio, or (ii) the business of transporting natural gas through pipes or tubing either wholly or partly within the State of Ohio, or (iii) any other activity or otherwise in any manner which would cause CCAOSC, this Program, the Manager, or Ashtabula County to be classified as a public utility under Title 49 of the Ohio Revised Code. It is further understood and agreed that this Program, and its supporting natural gas purchase and transportation agreements, will be subject to the Public Utilities Commission of Ohio's rules and regulations as well any LDC tariffs approved by the PUCO.

SECTION 5. PROGRAM TERM. The Program Term of this Exhibit shall end May 31, 2034; provided that if the Gas Purchase Contract with a Supplier extends beyond the Initial Program Term, the Program Term shall be deemed to be extended to expire on the expiration date of the Gas Purchase Contract. 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.


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: 
COUNTY OF Ashtabula

Date of Adoption
of Approving Resolution

By: 
Ashtabula County Board of Commissioners
Kathryn Whittington, President
Address: 25 West Jefferson St., Jefferson, OH 44047

May 8, 2024

CCAOSC ENERGY SOLUTIONS
By: 
5577 Airport Highway, Suite 101, Toledo, OH 43615
Kirkland E. Mizerek
Vice President, C.C.A.O.S.C.E.S.
Authorized as Consultant
For Customer

FISCAL OFFICER CERTIFICATE

The undersigned fiscal officer of the County of ___ [Title] _____, Ohio (the "Participant"), hereby certifies that the money required to meet the obligations of the Participant during 20__ under the aforesaid Participation Agreement have been lawfully appropriated by the Board of County Commissioners of the Participant for such purposes and are in the treasury of the Participant or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44 Ohio Revised Code.

Fiscal Officer
County of _ [Title] _____, Ohio

Dated: _____, 20__

*Power of Attorney and Agreement
CCAOSC Natural Gas Purchasing Program*

Know all men by these presents that the undersigned (hereinafter called "Participant") hereby appoint(s) the Manager, 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, but only in a manner consistent with the terms of the Participation Agreement among the Participant, CCAO Service Corporation and Manager, in the Participant's capacity to do every act consistent with the CCAOSC natural gas program that the Participant may legally do through an Attorney in fact, so it may join a CCAOSC natural gas program designed to purchase natural gas for use at the following described facility locations. Participant acknowledges that this program will benefit the CCAOSC.

Facility Location(s): Attach additional sheets for multiple locations to back

Kathryn Whittington, President of the Board of County Commissioners

County Representative:

Ashtabula

County:

25 W. Jefferson St.

Address:

Jefferson

Ohio

44047

City:

State:

Zip

The said Attorney in fact is hereby empowered and authorized to take any and all actions necessary to implement and administer this CCAOSC natural gas program and in the name of the Participant execute all relevant documents such as natural gas transportation applications and natural gas purchase contracts, provided such contracts do not exceed five years in duration and the contracts are in the name of the Participant, with the express understanding that Manager shall have no authority to obligate the Participant to indemnify any party or exceed the Participant's financial exposure beyond the provisions of the Participation Agreement.

The said Attorney in fact is also empowered and authorized to directly receive all invoices from the Participant's local distribution company (LDC). Participant authorizes the Manager to insert and remove its gas account(s) from various gas supplier aggregation pools at the Manager's discretion. Participant hereby authorizes the Manager to execute LDC agreements as necessary. CCAOSCES shall notify Participant of any changes of supplier.

By executing this Power of Attorney and Agreement, Participant's natural gas requirements may be grouped together with other entities who are involved in the CCAOSC program. The Manager shall have the authority to redistribute any difference between the quantities stated in the supplier's transaction confirmation with Participant and the Participant's actual use among other CCAOSCES Participants.

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weather, opening or closing of facilities, damage to existing facilities and conversion to or away from natural gas as an energy source.

COUNTY OF ASHTABULA



President

Signature, Title

Kathryn Whittington

Name

5-8-24

Date