

County Commissioners Office
Auglaize County, Ohio
February 21, 2023

NO. #23-100

IN THE MATTER OF AUTHORIZING EMPLOYMENT OF DYLAN STEINKE TO THE POSITION OF FULL-TIME TECH SUPPORT POSITION FOR AUGLAIZE COUNTY.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 21st day of February, 2023.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, Cameron Ruppert, Information Technology Manager, recommended to the Board of County Commissioners the employment of a full-time Tech Support position; and,

WHEREAS, the Board solicited resumes for the position, receiving two (2) resumes; and,

WHEREAS, two candidates were interviewed for the position by IT Manager, Cameron Ruppert and County Administrator, Erica Preston; and,

WHEREAS, after the interviews Mr. Ruppert recommended to the Board that the appointment for the full-time Tech Support position be made to Dylan Steinke; and,

WHEREAS, Mr. Steinke was contacted about filling the Full-time Tech Support position and he has accepted the position with the effective date of employment following the successful completion of a background check with a starting wage of \$23.50 per hour and there will be a one hundred and eighty (180) day probationary period.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby authorize the employment of Dylan Steinke as a full-time Tech Support position as mentioned above; and,

BE IT FURTHER RESOLVED that the following stipulations apply to this employment:

1. Compensation for Mr. Steinke will be \$23.50 per hour.
2. There will be a probationary period of 180 days, after probation is satisfactorily served, Mr. Steinke may potentially receive up to a \$0.50 per hour increase in compensation, as determined by the Board of County Commissioners.
3. Mr. Steinke has agreed to the position requirements.
4. Employment to commence upon the successful completion of a background check.

Commissioner Bambauer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
21st day of
February, 2023

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

David Bambauer, yes
David Bambauer

cc: Dylan Steinke
 County Auditor
 IT Manager

IN THE MATTER OF AUTHORIZING THE AMENDMENT TO THE PARTICIPATION AGREEMENT REGARDING THE ELECTRICITY PURCHASE PROGRAM OF THE CCAO SERVICE CORPORAION; AUTHORIZING THE EXECUTION OF THE AMENDMENT TO THE PARTICIPATION AGREEMENT FOR THIS PROGRAM.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 21st day of February, 2023.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, on December 13, 2018 the Board of County Commissioners adopted Resolution #18-511, authorizing the continued agreement regarding the Electricity Purchase Program of the CCAO Service Corporation; and,

WHEREAS, an amendment was presented to the Board of County Commissioners and will become part of this resolution.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby authorize the amendment to the Participation Agreement regarding the Electricity Purchase Program of CCAO Service Corporation; and,

BE IT FURTHER RESOLVED that said Board of County Commissioners, Auglaize County, Ohio does hereby authorize the execution of said amendment to the Participation Agreement by the President of the Board of Auglaize County Commissioners.

Commissioner Bambauer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
21st day of
February, 2023

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes
John N. Bergman
Douglas A. Spencer, yes
Douglas A. Spencer
David Bambauer, yes
David Bambauer

cc: CCAO
Palmer Energy

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 February 21, 2023, among the **CCAO Service Corporation** ("CCAOSC"), an Ohio for-profit corporation, the **County of Auglaize**, a political subdivision of the State of Ohio ("Auglaize County"), **CCAOSC Energy Solutions**, a subsidiary of Palmer Energy Company, Inc. (the "Manager"), collectively called "Parties".

SECTION 1. PROGRAM. Auglaize 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 Auglaize County's 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 Auglaize County's facilities that will be participating in the Program (the "Auglaize County Estimate"). CCAOSC or the Manager shall estimate Auglaize County's quantity of electricity to be purchased (the "Quantity") and shall make the necessary arrangements for Auglaize 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, this Program shall initiate an optional conversion from an individual Participant purchase process to an aggregated purchase process ("Aggregation"). If Auglaize County agrees to participate in the aggregation of electricity by initialing the "Agreement to Electric Aggregation of Facilities" box on page 4 of this Amended Exhibit, the Manager will include Auglaize 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. Auglaize County authorizes the Manager with approval of 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 Auglaize County and various other counties.

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

In the event Auglaize 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 Auglaize County's monthly consumption is less than estimated, Auglaize 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. Auglaize 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 Auglaize 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 Auglaize 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 Auglaize County's electricity requirements for participating facilities pursuant to the supply agreement, Auglaize 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, Auglaize County may make material changes or additions to its physical facilities or experience closure of facilities, planned or unplanned. Auglaize 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 Auglaize County.

H. Arrangements with the EDU. In the event that the EDU requires Auglaize County to enter into or Auglaize County negotiates a separate agreement with the EDU for the distribution of electricity to Auglaize County's facilities, Auglaize 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 Auglaize County and the EDU are consistent with the Program, Auglaize 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 Auglaize County in various electricity cost reduction and control efforts such as securing proposals for electricity supplies to serve Auglaize County's various facilities. Manager shall also periodically evaluate the EDU rates charged to Auglaize 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, Auglaize 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 Auglaize 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, Auglaize 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 Auglaize County unless Auglaize County specifically authorizes CCAOSC or Manager to execute the agreement as Agent or Attorney-in-Fact or Auglaize County elects to join the Aggregation under Section 3B this provision is subordinate to that Section. To join the Aggregation Auglaize 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 Auglaize 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.

IN WITNESS WHEREOF, the undersigned representatives of CCAO Service Corporation, Auglaize 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

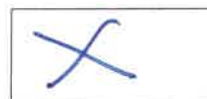
COUNTY OF Auglaize

Date of Adoption
of Approving Ordinance or
Resolution

By: John N. Bergman
John N. Bergman

2.21.2023

Address:
209 S. Blackhoof Street, Room 201,
Wapakoneta, Ohio 45895



COUNTY OF Auglaize, 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

FISCAL OFFICER CERTIFICATE

The undersigned fiscal officer of the County of ___Auglaize __, 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 ___Auglaize __, Ohio

Dated: _____, 20___

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

Know all men by these presents that the undersigned (hereinafter called "Auglaize 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 Auglaize County's capacity to do every act that Auglaize County may legally do through an Attorney in fact, so it may join a CCAOSC electricity purchasing program designed to purchase electricity for Auglaize County's various facilities accepting electric distribution service from an EDU. Auglaize 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 Auglaize 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 Auglaize 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 Auglaize County and the CCAOSCES shall have no authority to obligate Auglaize County to indemnify any party or exceed Auglaize 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 Auglaize County's EDU. Auglaize County authorizes CCAOSCES to insert and remove its account(s) from various supplier aggregation pools at CCAOSCES discretion. CCAOSCES shall notify Auglaize County of any changes of supplier.

By executing this Limited Power of Attorney and Agreement, Auglaize 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 Auglaize County and Auglaize 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 Auglaize County. Auglaize County will give CCAOSCES, and its contracted service provider(s) access to all records (as reasonably requested). Auglaize 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

John N. Bergman
Auglaize County

John N. Bergman, Commissioner
Signature, Title

2-21-2023
Date

Douglas A. Spencer
Auglaize County

Douglas A. Spencer, Commissioner
Signature, Title

2/21/23
Date

David Bambauer
Auglaize County

David Bambauer, Commissioner
Signature, Title

2/21/2023
Date