

March 17, 2022

**SERVICE COMMITTEE**

March 21, 2022

*Committee and Council Meetings can be viewed by accessing YouTube or Facebook*

Council Chambers

Following Finance Committee

**AGENDA**

1. **Consider Resolution No. 22-26** A RESOLUTION APPROVING AND RATIFYING AN UPDATED SOLID WASTE MANAGEMENT PLAN
  
2. **Consider Resolution No. 22-27** A RESOLUTION AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE TO ENTER INTO THE LICKING COUNTY GOVERNMENTAL AGGREGATION PROGRAM PARTICIPATION AGREEMENT WITH THE LICKING COUNTY BOARD OF COMMISSIONERS AND VARIOUS MUNICIPALITIES AND/OR TOWNSHIPS LOCATED WITHIN LICKING COUNTY, OHIO, FOR THE CITY OF NEWARK, LICKING COUNTY, OHIO; AND DECLARING AN EMERGENCY.
  
3. Other items at the discretion of the chair

BY: \_\_\_\_\_

**A RESOLUTION APPROVING AND RATIFYING AN UPDATED SOLID WASTE MANAGEMENT PLAN**

**WHEREAS** the Policy Committee resolved to approve the updated solid waste management plan on February 25, 2022, and,

**WHEREAS** it is our best judgment that the update will benefit the solid waste district by implementing additional waste reduction programs, and,

**WHEREAS** public hearings were held in all four counties of the district to provide public input to this update and the Policy Committee has considered this input,

**NOW THEREFORE BE IT RESOLVED BY** the Council of Newark City, County of Licking, and State of Ohio:

1. The updated solid waste management plan as presented to this council shall be ratified for submittal to the Ohio EPA for their approval.
2. The clerk of this legislative authority is hereby authorized and directed to mail or otherwise deliver promptly a certified copy of this resolution to the Policy Committee.

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022

\_\_\_\_\_  
President of Council

ATTEST: \_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Mayor

DATE FILED WITH MAYOR: \_\_\_\_\_

DATE APPROVED BY MAYOR: \_\_\_\_\_

FORM APPROVED: \_\_\_\_\_  
LAW DIRECTOR

BY: \_\_\_\_\_

A RESOLUTION AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE TO ENTER INTO THE LICKING COUNTY GOVERNMENTAL AGGREGATION PROGRAM PARTICIPATION AGREEMENT WITH THE LICKING COUNTY BOARD OF COMMISSIONERS AND VARIOUS MUNICIPALITIES AND/OR TOWNSHIPS LOCATED WITHIN LICKING COUNTY, OHIO, FOR THE CITY OF NEWARK, LICKING COUNTY, OHIO; AND DECLARING AN EMERGENCY.

WHEREAS, The Newark City Council (herein "Council") has passed Resolutions 21-75 and 21-76 finding it in the best interest of the City, its residents, and businesses located within the corporate limits of the City to establish a natural gas and electric aggregation program and providing ballot language for voter approval of the opt-out aggregation for the 2022 primary election; and,

WHEREAS, Licking County, through the Licking County Board of Commissioners, is establishing a cooperative program pursuant to Ohio Revised Code 4928.20 and 4929.26, available to municipal corporations and townships within the County to operate a governmental aggregation program for electricity and natural gas procurement for eligible residents and small businesses within the municipal corporations and townships contingent upon voter approval; and,

WHEREAS, Licking County, through the Licking County Board of Commissioners, is requesting that the City of Newark participate in the Licking County Governmental Aggregation Program and enter into the attached agreement; and,

WHEREAS, Council has concluded that it is in the best interest of the City, its residents, and businesses to enter into said participation agreement of the Licking County Governmental Aggregation Program.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NEWARK, LICKING COUNTY, OHIO, THAT:

SECTION 1: The Director of Public Service is hereby authorized and directed to enter into and execute a Governmental Aggregation Program Participation Agreement with the Licking County Board of Commissioners so that consumers can benefit from working with the County and other Licking County municipalities in the electricity and natural gas aggregation programs;

SECTION 2: The Director of Public Service shall appoint a representative and an alternate to participate in the Licking County Governmental Aggregation Program on behalf of the City of Newark;

SECTION 3: An emergency is hereby declared to exist for the reason that action must be taken immediately to meet the requirements of the Licking County Commissioners. Therefore, this

Resolution shall become effective immediately in accordance with Article 4.07 of the Charter of the City of Newark, Ohio.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST: \_\_\_\_\_  
Clerk of Council

DATE FILED WITH MAYOR: \_\_\_\_\_

DATE APPROVED BY MAYOR: \_\_\_\_\_

\_\_\_\_\_  
MAYOR

FORM APPROVED: \_\_\_\_\_  
Director of Law

Prepared by the Office of the Director of Law

**LICKING COUNTY GOVERNMENTAL AGGREGATION PROGRAM  
PARTICIPATION AGREEMENT**

This **Participation Agreement Regarding the Licking County Board of Commissioners Governmental Aggregation Program** is entered into as of \_\_\_\_\_, 20\_\_\_\_, among the Licking County Board of Commissioners (“Board”), a political subdivision of the State of Ohio (“County”), and various municipalities and/or townships located in the County.

**Recitals**

A. Sections 4928.20 and 4929.26 of the Revised Code, authorize aggregation of electric and natural gas supply by a county, municipal corporation, or township and, in addition, authorizes a county, municipal corporation or township to exercise such authority jointly with any other such county, municipal corporation or township.

B. The County is establishing a cooperative program available to the municipal corporations and townships within the County to operate a governmental aggregation program for electricity and natural gas procurement for eligible residents and small businesses within the municipal corporations and townships that approve this Agreement (the “Program”) and whose voters approve opt-out aggregation. The Board of County Commissioners shall be the governmental aggregator of the program.

C. The County is a member of County Commissioners Association of Ohio (“CCAO”) and participates in a joint energy purchasing program operated by the CCAO Service Corporation (“CCAOSC”) under the authority of RC 9.48(B)(2).

D. The County has selected CCAOSC Energy Solutions, a subsidiary of Palmer Energy Company, Inc to manage the Licking County Governmental Aggregation program.

NOW, THEREFORE, it is agreed by and among the County and its municipal corporations and townships that become signatories to this Agreement by their authorized representatives, that:

**SECTION 1. DEFINITIONS**

"Agreement" means this Participation Agreement, as the same may be amended, modified, or supplemented in accordance with Section 5 hereof.

"Board of Participants" has the meaning ascribed to it in Section 4 of this Agreement.

“Consumers” means the eligible residential and small commercial consumers of electricity or natural gas that are utilizing the Program.

"Fiscal Year" means the Participant's twelve (12) month period of January 1 through December 31 of each year, unless such period is subsequently changed by law.

"Manager" means CCAOSC Energy Solutions, a subsidiary of Palmer Energy Company, Inc.

"Participant" or “Participants” means the County and various municipal corporations and townships which adopt and are signatories to this Agreement.

"Program Administrative Fees" means the charges determined in each Exhibit as executed by the County, the participating municipality, CCAOSC, and the Manager in connection with the Program.

"Program Term" means the periods specified in each Exhibit.

"Supplier" means any person, corporation, partnership, or other organization with whom the County, may contract for the purchase of energy supplies to Consumers.

**SECTION 2. COMPONENTS OF PROGRAM; PARTICIPATION.** The Program consists of an electric aggregation program, detailed in Exhibit A and a natural gas aggregation program, detailed in Exhibit B. Both exhibits are incorporated into, and are a part of, this Agreement. The County and various municipalities and/or townships become Participants in the Program only after executing an exhibit attached to this Agreement.

**SECTION 3. REQUEST FOR PROPOSALS.** Prior to entering into any energy supply agreement with a Supplier, the board shall direct, CCAOSC or the Manager to conduct a publicly solicited request for proposals pursuant to R.C. 9.48 from Suppliers and shall, upon request, make the request for proposals and any responses to such request available to all Participants.

**SECTION 4. BOARD OF PARTICIPANTS.** The Board of Participants shall consist of one representative of each Participant in the Program(s). Each Participant shall designate one representative and one alternate to the Board of Participants, such designation to be in writing and filed with the Board of County Commissioners. The board shall advise the Board of County Commissioners with respect to the operation and management of the Program and be consulted regarding any supply agreements the Board of Commissioners considers entering into for the Program.

**SECTION 5. COUNTY AGGREGATION.** The County agrees to file for and maintain certification as a natural gas and electricity aggregator as required by the Public Utilities Commission of Ohio ("PUCO") and pursuant to R.C.4928.20 and 4929.26.

**SECTION 6. TERM OF THIS AGREEMENT.** The initial Term of this Agreement shall be for ten (10) years beginning June 1, 2023, and will automatically renew for successive five (5) year periods. A Participant may withdraw from the program by providing at least 180 days written notice to the Board prior to the expiration of any natural gas or electric supply agreement authorized by the Board.

**SECTION 7. COUNTERPARTS.** This Agreement may be executed in counterparts each of which will be deemed an original, but all of which together will constitute one and the same instrument. Each Participant executing this Agreement shall deliver to the County a certified copy of the ordinance or resolution of its governing body authorizing execution of this Agreement.

**SECTION 8. NOTICES.** All notices required or permitted hereunder shall be in writing and shall be deemed to be properly given when (a) personally delivered to the party to receive the notice; (b) deposited in the United States mail, first-class, postage prepaid, addressed to that member of the Board of Participants or at such other address as that party may designate; or (c) delivered by hand or messenger delivery service, by e-mail or by telephone facsimile transmission, with appropriate confirmation of receipt.

**SECTION 9. ENTIRE AGREEMENT.** This Agreement, along with the executed Exhibits incorporated within, constitutes the entire understanding by and among the parties pertaining to the subject matter hereof, and supersedes and replaces all prior negotiations, documents, representations and agreements. This Agreement constitutes the entire agreement in this matter by and among the parties and may not be changed, modified, or altered except by a written instrument signed by the parties hereto or their authorized representatives.

*\*Appropriate authorizing authority signatures\**

**Exhibit A. Electric Aggregation Purchasing Program**

This Exhibit A to the Licking County Governmental Aggregation Participation Agreement (the "Agreement") is entered into as of \_\_\_\_\_, 20\_\_\_\_, among the Licking County Board of Commissioners, a political subdivision of the State of Ohio ("County"), and various municipalities located in the County that are signatories to this Agreement collectively called "Parties".

**SECTION 1. ELECTRIC PROGRAM.** The County intends to operate an electric aggregation program. Its efforts include various municipalities that have passed ballot initiatives in their municipality and have decided to become a Participant in the County electric aggregation program so their Consumers' can benefit from working with the County and other Licking County municipalities.

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

"Consumer" means any residential or non-mercantile commercial consumer that decides to participate in the Program.

"Supply Agreement" means the Electricity Supply or Purchase Agreement(s) between a Supplier, the County and the Consumers of the opt-out governmental aggregation.

"EDU" means the applicable local electric distribution utility company serving potential Consumers.

**SECTION 3. GENERAL PROVISIONS**

**A. Electricity Consumption Estimate.** The CCAOSC or Manager will estimate the number of potential Consumers likely to participate, the quantity of electricity to be likely to be purchased by the Consumers and potential Consumers. This information and other provisions shall be included in an RFP to secure pricing for the Board of Participants consideration.

**B. No Liabilities of Participant.** The Participants understand that by operating the Program, Participants shall not be financially responsible to pay for the Consumers cost of electricity, generation capacity and other costs attributable to securing their actual electricity consumption.

**C. Program Administrative Fees.** Included in the supplier(s) electricity costs paid by Consumers to the Supplier will be the Program Administrative Fees that shall be \$0.00045 per kWh (kilowatt-hour). Upon approval of the Board of Participants, the Administrative Fees are subject to an inflation adjustment prior to every Supply Agreement.

**SECTION 4. PROGRAM SERVICES.**

**A. Manager Services.** Manager shall assist the Program in various electricity governmental aggregation efforts such as public meetings to explain the Program to Consumers and potential Consumers, securing proposals for electricity suppliers to serve the Consumers, maintaining the required State Certifications to operate the Program, paying the annual fees associated with the operation of the Program from the Public Utilities Commission of Ohio and the Ohio Consumers Counsel provided these charges remain nominal relative to the payments provided by the Program Administrative Fees from the Program's Consumers. Manager shall also periodically provide recommendations on various purchase mechanisms regarding term, methodology (e.g., fixed, float, percentage off, on-peak/off-peak) and other forms of pricing for electricity supplies.



**B. Letter of Exclusive Authorization.** Upon request, the 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 secure 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 the Board of Participants 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.

**IN WITNESS WHEREOF**, the undersigned representatives of Licking County Board of Commissioners, the various municipalities, the CCAOSC, and CCAOSC Energy Solutions pursuant to the duly adopted authorizing resolutions of their governing boards, have signed this Agreement.

*\*Appropriate authorizing authority signatures\**

**Exhibit B. Natural Gas Aggregation Purchasing Program**

This Exhibit B to the Licking County Governmental Aggregation Participation Agreement (the "Agreement") is entered into as of \_\_\_\_\_, 20\_\_\_\_, among the Licking County Board of Commissioners, a political subdivision of the State of Ohio ("County"), and various municipalities located in the County that are signatories to this Agreement collectively called "Parties".

**SECTION 1. NATURAL GAS PROGRAM.** The County intends to operate a natural gas aggregation program. Its efforts include various municipalities that have passed ballot initiatives in their municipality and have decided to become a Participant in the County natural gas aggregation program so their Consumers' can benefit from working with the County and other Licking County municipalities.

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

"Consumer" means any residential or non-mercantile commercial consumer that decides to participate in the County's natural gas governmental aggregation.

"Supply Agreement" means the Natural Gas Supply or Purchase Agreement(s) between a Supplier, Participants and the Consumers of the opt-out governmental aggregation.

"LDC" means the applicable local gas distribution utility company serving potential Consumers.

**SECTION 3. GENERAL PROVISIONS**

**A. Natural Gas Consumption Estimate.** The CCAOSC or Manager will estimate the number of potential Consumers likely to participate, the quantity of natural gas to be likely to be purchased by the Consumers and potential Consumers. This information and other provisions shall be included in an RFP to secure pricing for the Board of Participants consideration.

**B. No Liabilities of Participant.** The Participants understand that by operating the Program, Participants shall not be financially responsible to pay for the Consumers cost of natural gas supplies, transportation, distribution, storage and other costs attributable to securing or supplying the Consumers' natural gas use.

**C. Program Administrative Fees.** Included in the Supplier(s) natural gas costs paid by the Program's Consumers will be the Program Administrative Fees that shall be \$0.005 per CCF (hundred cubic feet). Upon approval of the Board of Participants, the Administrative Fees are subject to an inflation adjustment prior to every Supply Agreement.

**SECTION 4. PROGRAM SERVICES.**

**A. Manager Services.** Manager shall assist the Program in various natural gas governmental aggregation efforts such as public meetings to explain the Program to Consumers and potential Consumers, secure proposals for natural gas supply to serve the Consumers, assist the County in maintaining the required State Certifications to operate the Program, pay the County's annual fees associated with the operation of the Program from the Public Utilities Commission of Ohio and the Ohio Consumers Counsel provided by the Program Administrative Fees from the Program's Consumers. The

Manager shall also periodically provide recommendations on various purchase mechanisms regarding term, methodology (e.g., fixed, float, percentage off) and other forms of pricing for natural gas supplies.

**B. Letter of Exclusive Authorization.** Upon request, the 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 secure pricing from various potential suppliers, obtain billing, rate, historic use, MDQ, daily use and all other information from the LDC necessary to obtain natural gas supply pricing for the Board of Participants 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 LDC including but not limited to billing amounts, rates, historic use, MDQ, daily use and LDC rate codes.

**IN WITNESS WHEREOF**, the undersigned representatives of Licking County Board of Commissioners, the various municipalities, the CCAOSC, and CCAOSC Energy Solutions pursuant to the duly adopted authorizing resolutions of their governing boards, have signed this Agreement.

*\*Appropriate authorizing authority signatures\**