

**DIS Case Number: 04-0038-EL-GAG**

## Section A: Application Information

### **A-1. Applicant's legal name, address, telephone number, and web site address**

**the applicant's legal name, address, telephone number, and web address.**

Legal Name: Board of Trustees of Lake      Country: United States  
Township (Wood County)  
Phone: 419-838-      Extension (if applicable):      Street: 110 W. Second Street  
6536  
Website (if any): www.laketwpohio.com      City: Perrysburg      Province/State: OH  
  
Postal Code: 43551

### **A-2. Contact person for regulatory matters**

Phil Dombey  
27975 Cummings Rd  
Millbury, OH 43447  
US  
pdombey@perrysburgattorney.com  
4198386535

### **A-3. Contact person for Commission Staff use in investigating customer complaints**

Phil Dombey  
27975 Cummings Rd  
Millbury, OH 43447  
US  
pdombey@perrysburgattorney.com  
4198386535

### **A-4. Applicant's address and toll-free number for customer service complaints**

Phone: 419-838-6535      Extension (if      Country: United States  
applicable):  
Fax: 419-838-6732      Extension (if applicable):      Street: 110 W. Second Street



### **B-1. Authorizing ordinance**

Provide a copy of the adopted ordinance or resolution that reflects voter authorization to form a governmental aggregation program pursuant to Sections 4929.26 and 4929.27 of the Ohio Revised Code.

File(s) attached.

### **B-2. Operation and governance plans**

Provide a copy of the applicant's plan for operation and governance of its aggregation program adopted pursuant to Sections 4929.26(C) or 4929.27(B) of the Revised Code. The Operation and Governance Plan should include all information pursuant to Rule 4901:1-28-03 of the Ohio Administrative Code.

Files(s) attached.

### **B-3. Opt-out disclosure notice**

If the aggregation program provides for automatic aggregation in accordance with Section 4929.26(A) of the Revised Code, provide a copy of the disclosure notification required by Section 4929.26(D) of the Revised Code.

File(s) uploaded

### **B-4. Experience and Plans**

Provide a description of the applicant's experience in providing the service(s) for which it is applying (e.g. number and type of customers served, utility service areas, amount of load, etc.). Also provide the plan for contracting with customers, providing contracted services, providing billing statements, and responding to customer inquiries and complaints in accordance with Commission rules adopted pursuant to Section 4928.10 of the Revised Code.

File(s) attached



Public Utilities  
Commission

# Application Attachments

# **Lake Township**

## **Exhibit B-2**

### **Operation and Governance Plan**

#### **Electric Program**

**Lake Township**

**Plan of Operation and  
Governance**

**For Electric Aggregation**

**Adopted by:**  
**Lake Township Board of Trustees**  
**Date: December 29, 2003**

## OVERVIEW

At the November 4, 2003 general election, local residents authorized the Lake Township Board of Trustees ("Board") to create an opt-out Electric Aggregation Program ("Aggregation Program") for the unincorporated areas of Lake Township, Wood County, Ohio ("Township") in compliance with Section 4928.20 of the Ohio Revised Code. Under the opt-out Electric Aggregation Program, all eligible electric consumers within the unincorporated areas of the Township will be automatically included in the Aggregation Program initially. However, all consumers will also be given the opportunity to opt-out or decline participation in the Aggregation Program as set out below in more detail.

The Township's purpose in creating the Aggregation Program is to represent local consumer interests in emerging competitive electric markets by aggregating electric loads within the unincorporated areas of the Township (including township facilities) and negotiating more affordable electric supplies and other related services on behalf of local consumers. The Township may pursue this purpose individually or in cooperation with other governmental entities.

Many small commercial and residential electric consumers lack the leverage to effectively negotiate electric supply rates and services. A governmental aggregation program provides them with an option for professional representation and the bargaining power of a larger, more diverse consumer group that may be more attractive to suppliers, allowing them to effectively participate in the competitive process and achieve benefits.

### I. Description of Services

The Township will not buy and resell electricity, but will represent collective consumer interests to set terms and conditions for service. Through a competitive selection process, the Township will develop and negotiate a contract with a Retail Electric Generation Provider ("Provider") or Providers. The contract will contain mutually agreeable price terms for electric supplies and other related services. The Township may pursue this purpose individually or in cooperation with other governmental entities. It is contemplated that the Township may join with the Northwest Ohio Aggregation Coalition (NOAC) who uses a professional energy consultant to develop and administer its program. In order to identify the electrical supplier, the Township may bid, seek requests for proposal, or take other competitive measures suited to current market conditions. The Township may also seek to be added to existing and proposed NOAC contracts. The Township also reserves the right to enter into contracts on its own or with other governmental entities other than NOAC. Once the contract has been finalized, it will be submitted to the Lake Township Board of Trustees for approval.

The Aggregation Program covers only the competitive retail electric services (electric generation service, aggregation service, power marketing, and power brokering) of a participant's electric bill. Toledo Edison, a First Energy Company ("TE") will continue to deliver electricity to Aggregation Program participants' homes and businesses through its electric distribution system as a monopoly function regulated by the Public Utilities Commission of Ohio ("PUCO"). TE will also continue to install, operate and maintain its system of transmission lines, rights of way, meters and other

electric distribution components. Aggregation Program participants should continue to call TE if their electric service is interrupted or if they have billing questions. The PUCO will continue to oversee TE electric safety and reliability service standards.

Oversight and development of the Aggregation Program will be the responsibility of the Administrative Service Director with the advice of the Township Solicitor. The Administrative Service Director shall report to the Township Board of Trustees, keep the Board of Trustees fully advised, and submit for its approval all contracts and plans for approval.

Due to the complexity of the electric utility industry and the uncertainties of its associated restructuring activities, it is contemplated that the Township may join NOAC who uses a professional energy consultant. The Township may reach an agreement with NOAC, its consultant, or with other governmental entities or consultants to provide the necessary expertise to represent the Township's interest in legislative and regulatory matters and/or to serve as the Aggregation Program Manager. Such services may include, but are not limited to, facilitating consumer enrollment and opt-out, assisting with consumer education, addressing consumer questions and concerns, providing reports on program operation, enrollment and savings, negotiating future Provider contracts, and representing the Township in dealings with Providers, TE, the Ohio Legislature, the PUCO and the Ohio Consumer's Counsel ("OCC").

The Provider will provide a local or toll free telephone number for participant questions and concerns about enrollment, opt-out provisions, billing and other Aggregation Program issues.

The Provider will develop internal controls and processes to help ensure that the Township remains in good standing as a governmental aggregator that complies with all laws, rules and regulations regarding the same as they may be periodically amended.

All Aggregation Program participants shall enjoy the protections of law afforded to consumers as they currently exist or as they may be amended from time to time. These include rights to question billings or service quality or service practices. All program participants shall also enjoy the individual right to decline participation in the Aggregation Program subject to the terms and conditions contained herein.

All Aggregation Program participants will be treated equitably. They will be guaranteed the right to raise and resolve disputes with the Provider, be provided all required notices and information; and always retain the right to opt-out of the Aggregation Program or switch suppliers subject to the terms and conditions contained herein.

All consumers within the Township's unincorporated areas shall be eligible to participate in the Aggregation Program subject to the terms and conditions described herein, Ohio law, PUCO rules and regulations governing electrical service, and TE approved tariffs.

Service under the Aggregation Program shall include all eligible customer classes in adherence with universal service principles and requirements, and the traditional non-discriminatory practices of local government. The Township will seek to include in Provider contracts provisions to maintain these principles and equitable treatment of all customer classes.

Low-income consumers shall remain subject to all provisions of Ohio law and PUCO rules and regulations as they may be amended from time to time regarding their rights to return to TE General Service and participation in the Aggregation Program.

The Township developed this Plan of Operation and Governance in compliance with Ohio law regarding opt-out aggregation of electric consumers, including two public hearings prior to its adoption.

The Lake Township Board of Trustees shall approve through resolution the Aggregation Program's Plan of Operation and Governance in accordance with Ohio Revised Code Section 4928.20. Amendments to the Plan of Operation and Governance may be subject to Lake Township Board of Trustees approval and filing with the PUCO.

After adoption of the Plan of Operation and Governance, the Township will file with the PUCO for governmental aggregator certification and also register as a governmental aggregator with TE.

Aggregation Program participants are subject to the same standards and responsibilities as other electric consumers, including payment of billings and access to metering and other equipment necessary to carry out utility operations.

The Aggregation Program may be discontinued upon the termination or expiration of the Provider contract without any extension, renewal or subsequent contract being executed. In the event of Aggregation Program termination, each participant will receive notification at least sixty (60) days prior to such program termination and could return to TE General Service Rate.

## **2. Determination of Rates**

The Township will not buy and resell electricity to Aggregation Program participants. The Township will aggregate electric loads within the Township's unincorporated areas including township facilities. Through a competitive selection process, the Township will develop and negotiate a contract with a retail electric generation Provider or Providers. The contract will contain mutually agreeable price terms for electric supplies and other related services. The Township may pursue this purpose individually or in cooperation with other government entities. It is contemplated that the Township may join with the Northwest Ohio Aggregation Coalition (NOAC) who uses a professional energy consultant to develop and administer its program. The Township may seek to be added to existing and proposed NOAC contracts for electric and related services, but also reserves the right to enter into contracts on its own or with other governmental entities. Once the contract has been finalized, it will be submitted to the Lake Township Board of Trustees for approval. Contracts will be monitored by the Township on behalf of consumers.

The Provider will supply information on electric supply charges by TE customer rate classification or other appropriate pricing category as approved by the Township. All electric supply charges will be fully and prominently disclosed in consumer enrollment materials and will be subject to approval by the Lake Township Board of Trustees.



The Township will contract only with a Provider or Providers that meet at a minimum the following criteria:

- Has sufficient sources of power to provide retail firm power to the residents and businesses of the unincorporated areas of Lake Township.
- Is a licensed Federal Power Marketer with the Federal Energy Regulatory Commission.
- Is certified as a CRES by the PUCO.
- Has a Service Agreement for Network Integration Transmission Service under First Energy's Open Access Transmission Tariff.
- Its Electronic Data Interchange computer network is fully functional and capable of handling the TE retail electric customers in the unincorporated areas of Lake Township.
- Has a toll-free number as required by the PUCO for customer service and complaints related to Lake Township's Electric Aggregation Program.
- Will hold Lake Township financially harmless from any financial obligations arising from supplying power to the FES retail electric customers in the unincorporated areas of Lake Township.
- Demonstrates sufficient credit worthiness.

The Provider's contract will run for a fixed term (i.e., one to five years) and contain all pricing, charges, switching fees, etc. in clear and understandable terms.

It is the Township's goal that The Provider's rates will include an administrative fee, which shall (if implemented) be collected on behalf of the Township to fund the implementation and administration of the Township's Aggregation Program. The administrative fee will be adjusted annually to cover the Township's cost of administering the program.

TE assigns customer rate classifications, character of service and associated regulated rates subject to PUCO approved tariffs. In addition to the Provider's electric service charges, consumers will continue to be billed for TE service and delivery charges.

### **3. Plan for Providing Opt-out Notice**

Initially, each eligible consumer within the Township's unincorporated areas will be automatically included in the Aggregation Program. However, prior to actual enrollment each consumer will receive a notice from the Township detailing the Aggregation Program's rates, terms and conditions.

Each consumer will then have a 21-day period to opt-out of or decline to participate in the Aggregation Program without charge. Consumers opting out of the program will remain on Toledo Edison, a First Energy Company's (TE) established tariff rates. A similar opt-out period will be offered every two years during which time consumers can leave the Aggregation Program without paying a switching fee.

#### 4. Process for Determining the Pool of Customers

After contract approval by the Lake Township Board of Trustees, the Provider will work with the Township and TE to identify all eligible consumers within the Township's unincorporated areas.

All eligible consumers will be notified of the rates, charges and other terms and conditions of participation in the Aggregation Program and that they will be automatically enrolled in the Aggregation Program unless they "opt-out" or decline participation in the program. Consumers will be given a 21-day period in which to notify the Township that they wish to opt-out or decline participation in the Aggregation Program.

After the initial 21-day opt-out period has elapsed, all eligible consumers who have not notified the Township of their desire to opt out of the Aggregation Program will be enrolled by the Provider at the earliest date practicable.

Consumers enrolled in the Aggregation Program by the Provider will receive a letter from TE notifying them of their enrollment. Consumers will have a rescission period of seven (7) calendar days to notify TE of any objection to their enrollment in the Aggregation Program. TE will notify the Provider of consumer objections or any reason that a consumer was not enrolled in the Aggregation Program.

Customers who meet the following criteria will become Members of the Aggregation Program:

- Are up to date with their bill payments;
- Have not opted out of the program;
- Currently have service with TE;
- Have not exercised their right of rescission, or;
- Are not on the Percentage of Income Payment Plan (PIPP)
- Are not otherwise excluded by terms of the Provider agreement.

The Provider will build and maintain a database of all Aggregation Program participants. The database will include the name, address and TE account number and may include other pertinent information as agreed upon by the Township and the Provider. Such information may include the Provider's account number (if different from TE account number), rate code, rider code (if applicable), most recent 12 months of electric consumption, and meter reading cycle. The Aggregation Program database will be updated at least quarterly. The Township will have the right to access information in the database for purposes of auditing.

The Provider will report to the Township the status of the Aggregation Program enrollment on at least a monthly basis unless otherwise agreed.

Participants who wish to leave the Aggregation Program may do so:

- During the initial 21-day opt-out period;
- During the seven day rescission period;
- During subsequent opt-out period offered by the Township at least every two years;
- At any other time; however an early termination fee may be assessed.

In addition to the initial 21-day opt-out period described above, each participant will be given an opportunity to opt-out of the Aggregation Program every two years without paying a switching fee. Consumers who choose to opt out of the Aggregation Program at any time other than during the initial 21-day opt-out period or during subsequent opt-out periods offered by the Township may be subject to a switching fee.

Any consumer who opts out of the Aggregation Program will be returned to TE established tariff rates.

#### **5. Customer Billing Procedures**

The Township plans to utilize TE consolidated billing service in which each consumer account receives one bill itemizing the Provider's electric supply charges and TE delivery, transition and other PUCO-approved charges. The billing statement will be consistent with applicable PUCO rules and regulations. The Township will consider other billing options, including Provider consolidated billing, if and when they become available and if it appears advantageous to do so.

#### **6. Credit and Deposit Policies**

Collection, credit and deposit procedures remain the responsibility of the Local Utility, the selected Provider and the individual member. Members are required to remit and comply with the payment terms of the local utility. This program will not be responsible for late or no payment on the part of any of its members. The Township will have no separate credit or deposit policy.

#### **7. Governmental Aggregator's Customer Service Procedures and Dispute Resolution**

The Aggregation Program only impacts the source of competitive electric retail supply. TE will continue to deliver the electricity purchased through the Aggregation Program to participants' homes and businesses through its electric distribution system. Participants with question or concerns regarding service delivery or safety, such as a electric outage should continue to contact TE. Meter reading or other billing questions should also be directed to TE. Questions regarding Aggregation Program enrollment or opting out should be directed to the Provider. General questions and concerns should be directed to the office of the Administrative Service Director, Lake Township. Disputes unresolved by the aforementioned parties, should be directed to either the Ohio Consumer's Counsel or the Public Utilities Commission of Ohio. The following table gives toll-free telephone numbers for use by consumers:

QUESTIONS OR CONCERNS	CONTACT	TELEPHONE NUMBER
Electric outage or interruption	Toledo Edison	800-544-4877 (automated outage reporting line) 800-477-3333 (emergencies)
Turn electricity on or off	Toledo Edison	800-477-3333
Meter reading/billing	Toledo Edison	800-477-3333
To enroll in or opt-out of Aggregation Program	Provider	800*****
Aggregation Program Questions or Concerns	Lake Township Administrative Services	419-838-6536
Unresolved Disputes (Residential Customers)	Ohio Consumer's Counsel	877-742-5622 occ@occ.state.oh.us
Unresolved Disputes (All Customers)	Public Utilities Commission of Ohio	800-686-7826 (voice) 800-686-1570 (TDD)

**8. Members Moving Into/Within the Aggregation (New Account Number)**

Consumers who move into the Township after the initial opt-out period will not be automatically included in the Program, but will be afforded an opportunity to enroll. However, the Township cannot guarantee that the rates, terms and conditions to consumers enrolling in the Aggregation Program after the initial 21-day opt-out period will match those of the initial enrollees.

The same rule will apply to participants who move within the Township after the initial opt-out period, if they are given a new account number by TE. That is, they will not be automatically included in the Program, but will be given an opportunity to re-enroll under a new set of rates, terms and conditions.

**9. Members Moving Within the Aggregation (Same Account Number)**

Participants who relocate within the Township limits and retain the same TE account number, will be allowed to continue in the Aggregation Program at their new location under the same terms and conditions as at their former location, subject to any switching fees imposed by TE.

**10. Joining the Program at a Later Date (Opting-In)**

Residents of the Township who initially choose to opt-out of the Program, for whatever reason, and wish to enroll at a later date, will be treated the same as a new resident. That is, they will not automatically become part of the existing program, but will be given an opportunity to enroll. However, the Township cannot guarantee that rates, terms and conditions to consumers enrolling in the Aggregation Program after the initial 21-day opt-out period will match those of the initial enrollees.

**11. Liability**

Lake Township shall not be liable to participants in the Aggregation Program for any claims, however styled, arising out of the Aggregation Program or the provision of Aggregation services by Lake Township or the Provider. Participants in the Aggregation Program shall assert any such claims solely against the Provider pursuant to the Power Supply Agreement, under which such participants are express third-party beneficiaries.

**12. Copies of Plan**

Copies of this Plan are available from Lake Township free of charge. Call Lake Township at (419) 838-6536 for a copy or for more information.

**13. Consumer Right to Contact PUCO**

Any electric customer, including any participant in Lake Township's Electric Aggregation Program, may contact the Public Utilities Commission of Ohio (PUCO) for information, or make a complaint against the Program, the Provider, or TE. The PUCO may be reached toll free at 1-800-686-7826.

**DEFINITIONS**

In order to clarify certain terminology, the following terms shall have the meanings set forth below:

"Aggregation Program" means the program developed by Lake Township, as a Government Aggregator under Section 4928.20 Ohio Revised Code, to provide FES customers in the unincorporated areas of Lake Township with retail electric generation services.

"*Government Aggregator*" means Lake Township and its legislative authority acting as an aggregator for the provision of a competitive retail electric service under the authority conferred under Section 4928.20 of the Ohio Revised Code.

"*Member*" means a person enrolled in the Lake Township Government Aggregation Group for competitive retail electric services.

"*Retail Electric Generation Provider*" ("Provider") means an entity certified by the Public Utilities Commission of Ohio ("PUCO") to provide competitive retail electric service(s), and which is chosen by Lake Township to be the entity responsible to provide the required service related to "Government Aggregation" as defined in Section 4928.20 of the Ohio Revised Code and applicable provisions of the rules of the PUCO.

"*Competitive Retail Electric Service*" ("CRES") means a component of electric retail service that is deemed competitive pursuant to the Ohio Revised Code or pursuant to an order of the PUCO.

# **Lake Township**

## **Exhibit B-1**

### **Authorizing Ordinance/Resolution**

### **Electric Program**

RESOLUTION #111-03

Mr. Welling moved to adopt Resolution #111-03.

Whereas: the Ohio Legislature has enacted electric deregulation legislation (Am. Sub SB No 3) which authorizes the legislative authorities of municipal corporations, townships and counties to aggregate the retail electrical loads located in the respective jurisdictions and to enter into service agreements to facilitate for those loads the purchase and sale of electricity; and

Whereas: such legislative authorities may exercise such authority jointly with any other legislative authorities; and

Whereas: governmental aggregation provides an opportunity for residential and small business customers collectively to participate in the potential benefits of electricity deregulation through lower electric rates which they would not otherwise be able to have individually, and

Whereas: this Board of Trustees seeks to establish a governmental aggregation program with opt-out provisions pursuant to Section 4928.20, Ohio Revised Code (the "Aggregation Program"), for the residents, businesses and other electric consumers in Lake Township and in conjunction jointly with any other municipal corporation, township, county or other political subdivision of the State of Ohio, as permitted by law; so

Now, Therefore, Be It Resolved, by the Board of Trustees of Lake Township, Wood County, Ohio That:

Section 1. This Board of Trustees finds and determines that it is in the best interest of Unincorporated areas of Lake Township, its residents, businesses and other electric consumers located within the limits of Unincorporated areas of Lake Township to establish the Aggregation Program in the Township. Provided that this Resolution and the Aggregation Program is approved by the electors of Unincorporated areas of Lake Township pursuant to Section 2 of this Resolution, the Township is hereby authorized to aggregate in accordance with Section 4928.20 Ohio Revised Code, the retail electrical loads located within Lake Township, and, for that purpose, to enter into service agreements to facilitate for those loads the sale and purchase of electricity. Lake Township may exercise such authority jointly with any other municipal corporation, township or county or other political subdivision of the State of Ohio to the full extent permitted by law. The aggregation will occur automatically for each person owning, occupying, controlling, or using an electric load center proposed to be aggregated and will provide for the opt-out rights described in Section 3 of this Resolution.



Section 2. The Board of Elections of Wood County is hereby requested to submit the following question to the electors of Unincorporated areas of Lake Township at the general election on November 4, 2003, pursuant to the following drafted language or substantially similar thereto:

Shall Lake Township have the authority to aggregate the retail electric loads located in the unincorporated areas of Lake Township, and for that purpose, enter into service agreements to facilitate for those loads the sale and purchase of electricity, such aggregation to occur automatically except where any person elects to opt-out.

The Lake Township Clerk of this Board of Trustees is instructed immediately to file a certified copy of this Resolution and the proposed form of the ballot question with the Wood County Board of Elections not less than seventy-five (75) days prior to November 4, 2003. The Aggregation Program shall not take effect unless approved by a majority of the electors voting upon this Resolution and the Aggregation Program provided for herein at the election held pursuant to this Section 2 and Section 4928.20 Ohio Revised Code.

Section 3. Upon the approval of a majority of the electors voting at the November 4, 2003 election provided for in Section 2 of this Resolution, this Board of Trustees individually or jointly with any other political subdivision, shall develop a plan of operation and governance for the Aggregation Program. Before adopting such plan, this Board of Trustees shall hold at least two (2) public hearings on the plan. Before the first hearing, notice of the hearings shall be published once a week for two consecutive weeks in a newspaper of general circulation in the Township. The notice shall summarize the plan and state the date, time, and location of each hearing. No plan adopted by this Board of Trustees shall aggregate the electrical load of any electric load center within the Township unless it in advance clearly discloses to the person owning, occupying, controlling, or using the load center that the person will be enrolled automatically in the Aggregation Program and will remain so enrolled unless the person affirmatively elects by a stated procedure not to be so enrolled. The disclosure shall state prominently the rates, charges, and other terms and conditions of enrollment. The stated procedure shall allow any person enrolled in the Aggregation Program the opportunity to opt-out of the program every two years, without paying a switching fee. Any such person that opts-out of the Aggregation Program pursuant to the stated procedure shall default to the standard service offer provided under division (a) of Section 4928.14 or division (d) of Section 4928.35, Ohio Revised Code until the person chooses an alternative supplier.

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Section 4. It is hereby found and determined that all formal actions of this Board of Trustees concerning and relating to the passage of this Resolution were adopted in an open meeting of this Board of Trustees and that all deliberations of this Board of Trustees that resulted in such formal actions, were in meetings open to the public, in compliance with all legal requirements.

Section 5. This Resolution shall be in full force and effect immediately from and immediately upon its adoption.

Seconded by Ms. Bowen-Horton.


Call for discussion: Tom Hays, Township attorney, said this is what the trustees can do under State Law.

Mr. Welling asked if there will be a fee if the township joins a joint program.

Tom said he would check. He said the township could join a joint program but they don't have to join.

Roll Call: Sims - Yes, Welling - Yes, Bowen-Horton - Yes.

I, RAY L. McLARGIN, CLERK OF LAKE TOWNSHIP, WOOD COUNTY, OHIO CERTIFY THE FOREGOING RESOLUTION #111-03 AS TAKEN AND COPIED FROM THE RECORD OF PROCEEDINGS OF THE LAKE TOWNSHIP, WOOD COUNTY, OHIO REGULAR MEETING OF JULY 15, 2003 AND THIS HAS BEEN COMPARED BY ME WITH THE RESOLUTIONS ON RECORD AND IS A TRUE COPY.

  
RAY L. McLARGIN CLERK  
1-6-04

## **Competitive Retail Electric Service Affidavit**

County of Wood :

State of Ohio :

Philip Donhey, Affiant, being duly sworn/affirmed, hereby states that:

1. The information provided within the certification or certification renewal application and supporting information is complete, true, and accurate to the best knowledge of affiant, and that it will amend its application while it is pending if any substantial changes occur regarding the information provided.
2. The applicant will timely file an annual report of its intrastate gross receipts, gross earnings, and sales of kilowatt-hours of electricity pursuant to Sections 4905.10(A), 4911.18(A), and 4928.06(F), Ohio Revised Code.
3. The applicant will timely pay any assessment made pursuant to Sections 4905.10, 4911.18, and 4928.06(F), Ohio Revised Code.
4. The applicant will comply with all applicable rules and orders adopted by the Public Utilities Commission of Ohio pursuant to Title 49, Ohio Revised Code.
5. The applicant will cooperate fully with the Public Utilities Commission of Ohio, and its Staff on any utility matter including the investigation of any consumer complaint regarding any service offered or provided by the applicant.
6. The applicant will fully comply with Section 4928.09, Ohio Revised Code regarding consent to the jurisdiction of Ohio Courts and the service of process.
7. The applicant will comply with all state and/or federal rules and regulations concerning consumer protection, the environment, and advertising/promotions.
8. The applicant will use its best efforts to verify that any entity with whom it has a contractual relationship to purchase power is in compliance with all applicable licensing requirements of the Federal Energy Regulatory Commission and the Public Utilities Commission of Ohio.
9. The applicant will cooperate fully with the Public Utilities Commission of Ohio, the electric distribution companies, the regional transmission entities, and other electric suppliers in the event of an emergency condition that may jeopardize the safety and reliability of the electric service in accordance with the emergency plans and other procedures as may be determined appropriate by the Commission.
10. If applicable to the service(s) the applicant will provide, it will adhere to the reliability standards of (1) the North American Electric Reliability Council (NERC), (2) the appropriate regional reliability council(s), and (3) the Public Utilities Commission of Ohio.
11. The Applicant will inform the Public Utilities Commission of Ohio of any material change to the information supplied in the application within 30 days of such material change, including any change in contact person for regulatory purposes or contact person for Staff use in investigating consumer complaints.

12. The facts set forth above are true and accurate to the best of his/her knowledge, information, and belief and that he/she expects said applicant to be able to prove the same at any hearing hereof.

13. Affiant further sayeth naught.

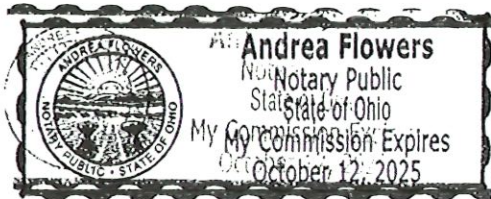
Deborah D. Dineen ATTY.  
Signature of Affiant & Title

Sworn and subscribed before me this 19<sup>th</sup> day of October, 2023  
Month Year

Andrea Flowers  
Signature of official administering oath

Andrea Flowers, Mayor  
Print Name and Title

My commission expires on October 12, 2025



# **Lake Township**

## **Exhibit B-4**

## **Experience**

## **Electric Program**

## Experience

Lake Township officials are experienced in negotiating and providing for common services for the Township. However, due to the complexity of Governmental Aggregation, the Township selected Palmer Energy Company, to assist them in designing, implementing and maintaining the Program.

Palmer Energy Company is a Toledo based energy consulting firm founded in 1980. Palmer Energy was a natural gas industry pioneer by working on their customers' behalf as an external consultant. Purchased by Mark Frye in 1994, Palmer Energy has become a leader in unbiased energy management and consulting. While its evolution continues alongside the energy industry, Palmer Energy Company is dedicated to operating as an integral member of a client's energy management team.

Palmer Energy is also the energy consultant for The Northwest Ohio Aggregation Coalition (NOAC). NOAC is a coalition of communities in Lucas and northern Wood Counties providing governmental aggregation services for electric and natural gas customers within the Cities of Maumee, Northwood, Oregon, Perrysburg, Rossford, Sylvania, Toledo and Waterville, the Villages of Delta, Holland, Ottawa Hills and Walbridge, the Wood County Townships of Lake and Perrysburg, and all the unincorporated township areas of Lucas County (through the Board of County Commissioners, Lucas County, Ohio). Mark Frye, President of Palmer Energy, is NOAC's designated consultant and has testified on behalf of NOAC in several matters before the Public Utilities Commission of Ohio.

Lake Township has been an active member in the natural gas and electric energy programs of Northwest Ohio Aggregation Coalition (NOAC). NOAC was designed specifically to help communities in Lucas and Northern Wood Counties save money on their natural gas and electric bills by utilizing the strength of group buying. By grouping together, communities can leverage their buying power when shopping the market, thus securing the best deals possible. The independent energy professionals of Palmer Energy Company, on behalf of NOAC, obtained the best price for electric and natural gas from various reputable suppliers through the RFP process.

Palmer Energy recently partnered with the Ohio Municipal League to help manage a natural gas and electric program for the facilities, as well as electric and natural gas government aggregation programs for the residents of member cities and villages. This program was designed specifically to help cities and villages save money on their natural gas and electric bills by utilizing the strength of group buying.

Palmer Energy Company will:

- Assist the day to day administration of program (problem resolution, press releases, PUCO compliance, supplier liaison, contract review, etc.)
- Design and issue the Request for Proposal, analyze supplier responses and provide recommendations for the supply agreement.
- Review customer data provided by the utility that would serve as the basis for an opt-out notice. Provide customer service support for consumers in the Township to call for information during the 21-day enrollment and opt out period for the Township's Aggregation Program.

- Respond to customer inquiries, billing questions and/or complaints. While the billing of customers for the retail generation supply will be provided through the electric distribution utility, Toledo Edison (TE), and the billing process will be coordinated with TE by the selected supplier, for the Aggregation Group, Palmer Energy will offer assistance as needed on behalf of the Township.
- Write and prepare reports on a quarterly/annual basis to the Township, PUCO, PUCO's Market Monitoring division, and the Ohio Consumers' Counsel.
- Palmer Energy is well versed in the rules adopted by the PUCO, and is thus in a position to ensure compliance with all applicable provisions of Section 4928.10 of the Revised Code, and the rules adopted by the Commission pursuant thereto.

Contact information for Palmer Energy Company

Mark R. Frye, President  
5577 Airport Highway, Suite 101  
Toledo, Ohio 43615  
419-539-9180 (Office)  
419-539-9185 (Fax)  
Email: [mfrye@palmerenergy.com](mailto:mfrye@palmerenergy.com)

**Lake Township**

**Exhibit B-3**

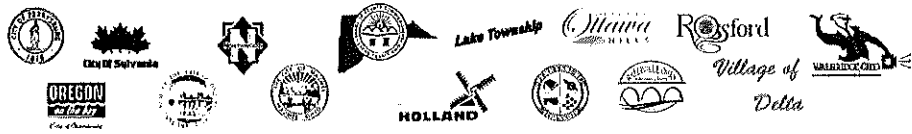
**Automatic Aggregation  
Disclosure**

**Opt – Out Notice**

**Electric Program**



Sep 1 - Sep 22, 2023



## Lake Township

### Community Electric Aggregation Notification

Dear Resident or Small Business,

Welcome to your community's electric aggregation program which provides you with exclusive pricing on the electric generation portion of your electric bill. This is possible through governmental aggregation, a community purchasing program where community officials use group buying power to purchase electricity from a retail electric generation supplier certified by the Public Utilities Commission of Ohio. To further increase the buying power, your community joined with other area communities as part of the **Northwest Ohio Aggregation Coalition (NOAC)** which selected Energy Harbor to provide your electric generation. This program was approved by voters in your community in November 2003.

### How You Benefit

By participating in the aggregation program, you will receive the following exclusive pricing on your electric generation:

	Your Electric Utility	Fixed Price	Term End	Early Termination Fee
Residential	Toledo Edison	6.30 cents per kWh	May 2025	None
Small Business	Toledo Edison	6.30 cents per kWh	May 2025	None

### Same Reliable Service

You will continue to receive a single, easy-to-read bill from your local electric utility with your Energy Harbor charges included. There is no cost for enrollment, you will not be charged a switching fee, and **you do not need to do anything to participate.**

### Opt Out Information

**You may choose to leave the program at any time, without penalty, and will NOT be charged a cancellation fee.** If you do not want to participate in the aggregation program, you must complete one of the following by the Opt Out Deadline:

- MAIL: Return the enclosed **Opt Out Reply Form**
- PHONE: Call Energy Harbor at 1-866-636-3749 to opt out over the phone
- WEB: Enter your 10-digit **Opt Out Code** online at [energyharbor.com/opt-out](http://energyharbor.com/opt-out)

**Opt Out Deadline**

Sep 22 - Oct 13, 2023

### Enrollment Information

Following the opt out deadline, future bills will reflect the Energy Harbor price listed above upon your next available meter read date, which may take up to 30-45 days. If you are not currently receiving electric generation from Energy Harbor, your electric utility will send you a letter confirming your participation. **To become a member of your community's electric aggregation program, you don't need to take any action when this letter arrives.**

### Solar Energy Opt-In Program<sup>1</sup>

If you are interested in supporting renewable energy, you can elect to purchase power supply that includes **25% solar renewable energy certificates (RECs) at a price of 6.58 cents per kWh.** To enroll in the solar offer, please call 1-866-636-3749 or go online at [www.energyharbor.com/lake-township-wood](http://www.energyharbor.com/lake-township-wood).

Please refer to the enclosed Terms and Conditions and FAQs (reverse) for more information. Your community encourages members with questions regarding the electric aggregation program to contact Energy Harbor directly. If you have any questions or wish to opt out, please contact us toll-free at 1-866-636-3749, Monday - Friday, 8 am to 5 pm.

Sincerely,

**Northwest Ohio Aggregation Coalition**

## Community Electric Aggregation Program FAQs v.3.22

### **How is my community able to choose a certified electric generation supplier on my behalf?**

Under government aggregation, local officials bring citizens together to gain group buying power for the purchase of competitively priced electricity from a retail electric generation supplier certified by the Public Utilities Commission of Ohio (PUCO). Residents voted to allow the community to contract with an electric generation supplier on their behalf. Your community has selected Energy Harbor to provide you with exclusive pricing on your electric generation.

### **Who is Energy Harbor?**

Energy Harbor is a fully integrated retail energy provider and independent power producer capable of generating substantial carbon-free energy. Headquartered in Akron, Ohio, the company proudly serves nearly one million residential, commercial, and industrial customers in Ohio, Pennsylvania, New Jersey, Maryland, Illinois and Michigan. Your community is one of over 200 who have chosen Energy Harbor to provide electric aggregation programs.

### **What does it mean to have a fixed price?**

The price you will receive each month does not change.

### **<sup>1</sup>What is a "25% Solar Fixed Price"?**

The price you will receive each month does not change. Additionally, your electricity is paired with a Renewable Energy Certificate (REC). A REC represents the environmental benefit of electricity generated by a renewable energy resource like wind or solar. For every unit of renewable energy generated, a REC is created. For every kWh you use, Energy Harbor purchases an equivalent number of RECs from a renewable energy source, supporting renewable electricity production. 25% of the RECs paired with your electricity is in addition to the state-minimum for Ohio (see Terms and Conditions).

### **How will I know if I can save money in the aggregation?**

You'll know you are saving money as long as your price with Energy Harbor is lower than the utility Price to Compare (PTC) communicated on your bill.

### **Why am I receiving this letter if I'm in the aggregation?**

As a current member of your community's electric aggregation program, you are given the opportunity to opt out of the program at least every three years. Whether your current contract term with Energy Harbor, or another supplier, is coming to an end, this is your opportunity to either opt out or continue the benefits of the program.

### **What does it mean to opt out?**

Opt out means that you can decide to not participate in your community's electric aggregation program. If you chose to opt out via any of the methods indicated on the front of this notification, you will not be enrolled with Energy Harbor and will not receive further notifications until the end of the current term.

### **What happens if I do not opt out?**

Whichever method you chose, you must do so by the Opt Out Deadline, or you will be automatically included in your community's electric aggregation program.

### **Can I opt out of the program at a later date?**

Yes, you may leave the aggregation program at any time. *You will not be charged an early termination or cancellation fee* if you choose to leave the program at later date for any reason.

### **What are my energy supply choices if I decide to opt out?**

If you opt out or leave the program at a later date you will be returned to your utility's standard service offer and might not be served under the same rates, terms, or conditions that apply to other customers served by the electric utility. You may also shop for an alternative generation supplier. A list of competitive electric suppliers certified by the PUCO and their current prices are available by calling 1-800-686-PUCO (7826).

### **As part of the aggregation, will Energy Harbor continue or allow me to begin to budget bill my supplier charges?**

For customers in Toledo Edison, your utility includes supplier charges in the monthly budgeted amount. No action is necessary to continue that service.

### **Can I still have my payment automatically deducted from my checking account as I do now?**

Yes. How you pay your electric bill will not change.

### **Who is not eligible for an electric aggregation program?**

Customers on a special arrangement with the utility such as net-metering, Percentage of Income Payment Plan (PIPP), and mercantile customers who have not provided affirmative consent to join are not eligible for the program. Mercantile and customers with usage greater than 700,000 kWh must contact Energy Harbor to opt-in to the program.

### **What is the toll-free number for questions?**

If you have any other questions, please call 1-866-636-3749, Monday - Friday, 8 am to 5 pm or visit our FAQs located at: [www.energyharbor.com/communityaggregation](http://www.energyharbor.com/communityaggregation)

## LAKE TOWNSHIP OPT OUT REPLY FORM

Option 1: Do Nothing to Join

OR

Option 2: Opt Out by: Sep 22 - Oct 13, 2023

MAIL TO: Community Electric Aggregation Opt-Out c/o Energy Harbor, PO Box 3500, Akron, Ohio 44309

Account Holder Signature: \_\_\_\_\_

Mail

Return This Form

Phone

1-866-636-3749

Web

[energyharbor.com/optout](http://energyharbor.com/optout)

Government Aggregation – Electric Terms and Conditions	
Product	Fixed Price
Electric Distribution Utility ("EDU")	The Toledo Edison Company
Price and Length of Agreement	6.30 ¢/kWh through your May 2025 meter read
Cancellation/Termination Fee	None

These Terms and Conditions apply to you because you are enrolling for electric generation service with Energy Harbor LLC ("Energy Harbor") through either (a) affirmative consent or (b) not opting out of your community electric aggregation program. If you enroll by affirmative consent, these Terms and Conditions and the enrollment information on the website are your Agreement ("Agreement"). If you choose to remain in the community aggregation program by not "opting-out" or exercising the right of rescission, these Terms and Conditions and your opt-out notification are your Agreement. Please keep a copy of this Agreement for your records.

Energy Harbor is certified by the Public Utilities Commission of Ohio ("PUCO") to offer and supply electric generation services in Ohio. As a Competitive Retail Electric Service ("CRES") provider, Energy Harbor will supply the electric generation to your Electric Distribution Utility ("EDU") based on your usage. Your EDU then distributes or delivers the electricity to you. Energy Harbor sets the generation prices and charges that the customers pay. The PUCO regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

**Definitions:** *Generation Charge* – Charge for the production of electricity. *Transmission Charge* – Charge for moving high voltage electricity from a generation facility to the distribution lines of the EDU. *Distribution Service* – Basic service for delivering electricity over a distribution system to a customer from the transmission system.

**Right of Rescission:** If you do not opt-out or you give your affirmative consent and are enrolled to receive generation service from Energy Harbor, your EDU will send you a confirmation letter. You have the right to rescind your enrollment within seven (7) calendar days following the postmark date of the confirmation letter by contacting the EDU by telephone or in writing as described in the letter. The Right of Rescission only applies when a customer switches to a generation supplier and not on renewal enrollments. Your EDU will not send a confirmation notice upon any renewal of this Agreement. Should you choose to opt-out of your community's program, you will be served by your EDU's standard service offer established pursuant to section 4928.14 of the Ohio Revised Code ("ORC") unless you choose an alternate supplier of electricity.

**Eligibility:** Only eligible residential and small commercial customer accounts not enrolled in the Percentage of Income Plan Program ("PIPP") may enroll in this offer from Energy Harbor. Net-metered customers are not eligible for this offer. Energy Harbor reserves the right to refuse enrollment to any customer with an outstanding balance.

**Basic Service Prices:** During the term of this Agreement, you agree to pay Energy Harbor a price for combined Generation and Generation Related Charges ("Retail Electric Service"), specified in the table above. Your Price to Compare ("PTC") consists of bypassable transmission, generation and transmission and generation related components, which are charges associated with the costs of purchased power and the cost to deliver the power through the transmission system. These are the charges that you would avoid for that billing period when you switch to Energy Harbor. If your product in the table above is a % Off PTC product, your monthly price per kWh will vary because the EDU's PTC may change based on any changes made by the EDU in its calculations. In addition to Energy Harbor's charges, you will be charged by your EDU for distribution and various other charges. Your price may also include a fee assessed by a broker or agent representing your community.

**Length of Agreement:** As a part of your community's program, your Retail Electric Service from Energy Harbor will commence with the next available meter reading and after processing of the enrollment by your EDU and continue through the term indicated in the table above. The program may be terminated prior to the term pursuant to the terms of the master agreement between Energy Harbor and your community for the aggregation program. Should the program be terminated, you will be returned to your EDU's standard service offer or its successor. In the event that (1) the PUCO approves or implements a phase-in credit for generation and/or transmission charges of the EDU or takes any other action which affects the PTC or otherwise does not allow the EDU to reflect the full cost to procure generation and transmission in the PTC or other regulatory action; or (2) there is any change in any statute, rule, regulation, order, law, or tariff promulgated by any court, governmental authority, utility, Independent System Operator ("ISO"), Regional Transmission Organization ("RTO") or other service provider, or any change in operating procedure, which alters to the detriment of Energy Harbor its costs to perform under this Agreement, you may receive a notification from Energy Harbor. This notification will include a description of one or more of the situations described above. Energy Harbor may offer you new Terms and Conditions. You must indicate your affirmative consent to the new Terms and Conditions as specified in the notices. If you do not contact Energy Harbor to accept the new terms, this Agreement will terminate on the date specified in the notices, and you may be returned to your EDU for Retail Electric Service. Alternatively, Energy Harbor may decide to terminate this Agreement, and you will receive prior written notice of the termination, after which you may be returned to your EDU for Retail Electric Service. Whether Energy Harbor offers you new terms or terminates this Agreement under this provision, you will not be responsible for any cancellation/termination fee. You must still pay all Energy Harbor charges through the date you are returned to your EDU or switched to another CRES provider for service.

**Billing:** You will receive a consolidated bill monthly from your EDU for both your Energy Harbor and EDU charges. If you do not pay your bill by the due date, Energy Harbor may cancel this Agreement after giving you a minimum of fourteen (14) days written notice. Upon cancellation you will be returned to your EDU as a customer. You will remain responsible to pay Energy Harbor for any electricity used before this Agreement is cancelled, as well as any late payment charges, if applicable. Your EDU may charge you switching fees. Energy Harbor reserves the right to convert you from consolidated billing to dual billing if such a conversion will facilitate more timely billing, collections, and/or payment. Furthermore, your failure to pay EDU charges may result in your electric service being disconnected.

in accordance with the EDU tariff. If you have 12 months of billing history and you are enrolled in budget billing with the EDU, you are eligible to enroll in a budget billing program once per year, where available. At the end of the contract term, you are responsible for payment of any outstanding balance upon final contract true up. Energy Harbor reserves the right to adjust your monthly budget amount prior to final contract true up. If you enroll in budget billing, then choose not to be in the program or if you become two consecutive monthly payments overdue, you will be removed from budget billing, your account will be reconciled, and you will be billed for the outstanding budget balance on your next billing cycle. Budget billing exclusive offers are not available for all aggregation programs and you will not be automatically enrolled in an Energy Harbor budget billing exclusive offer unless explicitly stated in the opt-out notification materials you receive as part of the program. If you meet the eligibility requirements, contact Energy Harbor to determine if an exclusive budget billing offer exists for your community, otherwise, your EDU may be responsible for maintaining your budget billing service.

**Penalties, Fees and Exceptions:** If you do not pay the full amount owed Energy Harbor by the due date of the bill, Energy Harbor reserves the right to charge a 1.5% per month late payment fee.

**Cancellation/Termination Provisions:** You may terminate this Agreement at any time without penalty. Customer and Energy Harbor both agree that the following will constitute force majeure events under this Agreement and that Energy Harbor shall have the right to terminate or modify the agreement without liability if: (1) the Electric Security Plan (ESP), Market Rate Offer (MRO) and/or Competitive Bid Process (CBP), or other generation procurement process results in a Price to Compare ("PTC") that is equal to or less than the comparable annualized generation and transmission rates and riders in effect as of the effective date of this Agreement, or (2) the PUCO approves or implements a phase-in credit for generation and/or transmission charges of the EDU or takes any other action which affects the PTC or otherwise does not allow the EDU to reflect the full cost to procure generation and transmission in the PTC or other regulatory action. In the event that the program is terminated, you will be returned to your EDU's standard service offer. Upon termination with Energy Harbor and return to standard service offer with your EDU, you may not be served under the same rates, terms, and conditions that apply to other EDU customers.

**Customer Consent and Information Release Authorization:** By choosing not to opt-out of your community's aggregation program, or to affirmatively join it, you understand and agree to the terms and conditions of this Agreement with Energy Harbor. You authorize Energy Harbor to obtain information from the EDU that includes, but is not limited to: billing history, payment history, historical and future electricity usage, meter readings, and characteristics of electricity service. Energy Harbor reserves the right to determine if your credit standing is satisfactory before accepting your enrollment request. This Agreement shall be considered executed by Energy Harbor following acceptance of your enrollment request by Energy Harbor, the end of the seven (7) day rescission period, and subsequent acceptance of the enrollment by your EDU.

**Customer Consent to Communications:** By participating in your community's aggregation program, you agree to receive pre-recorded/artificial voice messages calls and/or use of an automatic dialing device, text messages and/or emails from Energy Harbor or its agents/assigns at any phone number or email address. You agree to be responsible for any charges you may receive on that number, including standard telephone, SMS or text message fees. You may revoke this express consent at any time by calling us at 1-866-636-3749. Such revocation has no bearing on your ability to contract with Energy Harbor.

**Contract Expiration:** At least every three (3) years, you will be given the opportunity to opt-out of your community's aggregation program at no cost. You are responsible for arranging your electric supply upon termination of this Agreement.

**Dispute Procedures:** Contact Energy Harbor with any questions concerning the terms of service by phone at 1-866-636-3749 (toll-free) from 8 a.m. to 5 p.m. EST weekdays, or in writing at Energy Harbor, 168 E Market St, Akron, OH 44308. Our web address is [www.energyharbor.com](http://www.energyharbor.com). If your complaint is not resolved after you have called your electric supplier and/or your electric utility, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from 8 a.m. to 5 p.m. EST weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from 8 a.m. to 5 p.m. weekdays, or at <http://www.pickocc.org>.

**Miscellaneous:** You have the right to request from Energy Harbor, twice within a twelve (12) month period, up to twenty-four (24) months of payment history, without charge. Energy Harbor is prohibited from disclosing a Customer's Social Security number and/or account number(s) without the Customer's written consent except for Energy Harbor's collections and reporting, participating in programs funded by the universal service fund, pursuant to section 4928.52 of the Revised Code, or assigning a customer's contract to another CRES provider. Energy Harbor's environmental disclosure statement is available for viewing on our website [www.energyharbor.com/disclosure-statements](http://www.energyharbor.com/disclosure-statements). You agree that Energy Harbor will make the required annual and quarterly updates to the environmental disclosure statement electronically on our website. Energy Harbor will also provide the information upon request. Energy Harbor may assign its rights to another, including any successor, in accordance with the rules and regulations of the PUCO. Energy Harbor assumes no responsibility or liability for the following items that are the responsibility of the EDU: operation and maintenance of the EDU's electrical system, any interruption of service, termination of service, or deterioration of the EDU's service. **In the event of a power outage, you should contact your local EDU.** Customer is responsible for providing Energy Harbor with accurate account information. If said information is incorrect, Energy Harbor reserves the right to reprice the applicable account(s) or terminate the Agreement. Energy Harbor reserves the right to return any customer to the EDU if the customer's rate code is changed and the account is no longer eligible for this offer. Customer authorizes, but does not obligate, Energy Harbor to exercise customer's governmental aggregation opt-out rights.

**Warranty:** Energy Harbor warrants title and the right to all electricity sold hereunder. THE WARRANTIES SET FORTH IN THIS PARAGRAPH ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

**This foregoing document was electronically filed with the Public Utilities  
Commission of Ohio Docketing Information System on  
12/18/2023 9:00:44 AM**

**in**

**Case No(s). 04-0038-EL-GAG**

Summary: In the Matter of the Application of Board of Trustees of Lake Township  
(Wood County)