



**JULIA R. BATES**

LUCAS COUNTY PROSECUTING ATTORNEY

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December 8, 2006

Public Utilities Commission of Ohio  
Docketing Division  
180 E. Broad Street, 13<sup>th</sup> Floor  
Columbus, Ohio 43215-3793

PUCO

2006 DEC 11 AM 11:33

RECEIVED-DOCKETING DIV

Re: In the Matter of the Lucas County  
Renewal Application for Governmental  
Aggregators  
Case No. 00-2027-EL-GAG

Dear Clerk:

Enclosed please find one original and fourteen copies of Lucas County's  
Renewal Application for Governmental Aggregators for filing. Please return extra file-  
stamped copies the enclosed postage prepaid envelope.

Thank you for your assistance in this matter. If you have any questions, please  
feel free to contact me at 419.213.2001.

Sincerely,

*Lance M. Keiffer* BA  
Lance M. Keiffer  
Assistant Prosecuting Attorney

LMK/bma

Enclosure(s)

This is to certify that the images appearing are an  
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VICTIM WITNESS  
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*The Public Utilities Commission of Ohio*

|                             |             |
|-----------------------------|-------------|
| Original GAG<br>Case Number | Version     |
| 00-2027-11-GAG              | August 2004 |

## RENEWAL APPLICATION FOR GOVERNMENTAL AGGREGATORS

Please print or type all required information. Identify all attachments with an exhibit label and title (Example: Exhibit A-4 Opt-Out Form). All attachments should bear the legal name of the Applicant and should be included on the electronic copy provided. Applicants should file completed applications and all related correspondence with: Public Utilities Commission of Ohio, Docketing Division, 180 East Broad Street, Columbus, OH 43215-3793.

**This PDF form is designed so that you may input information directly onto the form. You may also download the form, by saving it to your local disk, for later use.**

### A. RENEWAL INFORMATION

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

Legal Name Lucas County (Board of County Commissioners, Lucas County, Ohio)  
Address One Government Center, Suite 800, Toledo, Ohio 43604  
PUCO Certificate # and Date Certified 00-028(3) on December 24, 2004  
Telephone # 4192134500 Web site address (if any) www.co.lucas.oh.us

#### A-2 Exhibit A-2 "Authorizing Ordinance" provide a copy of the ordinance or resolution authorizing the formation of a governmental aggregation program adopted pursuant to Section 4928.20(A) of the Revised Code.

#### A-3 Exhibit A-3 "Operation and Governance Plan" provide a copy of the applicant's current plan for operation and governance of its aggregation program adopted pursuant to Section 4928.20(C) of the Revised Code. The Operation and Governance Plan explained in Exhibit A-3 should include:

- Terms and conditions of enrollment including:
  - Rates
  - Charges
  - Switching fees, if any
- Policies associated with customers moving into/out of aggregation area
- Billing procedures
- Procedures for handling complaints and disputes including the toll-free telephone number and address for customer contacts

**A-4 Exhibit A-4 Automatic Aggregation Disclosure-“Opt-out Form”** provide a copy of the disclosures/“opt-out” required by Section 4928.20(D) of the Revised Code, if its aggregation program provides for automatic aggregation in accordance with Section 4928.20(A) of the Revised Code. If the opt-out is in draft form, docket the final opt-out (including beginning and ending dates of the 21-day -out period and the selected CRES supplier) with the Commission within 10 days prior to providing or offering service. See #12 in the attached Affidavit .

**A-5 Contact person for regulatory or emergency matters**

Name Lance Keiffer  
Title Assistant Prosecuting Attorney  
Business address 711 Adams Street, 2nd Floor, Toledo, Ohio 43624  
Telephone # 4192132001 Fax # 4192132011  
E-mail address (if any) lkeiffer@co.lucas.oh.us

**A-6 Contact person for Commission Staff use in investigating customer complaints**

Name Lance Keiffer  
Title Assistant Prosecuting Attorney  
Business address 711 Adams Street, 2nd Floor, Toledo, Ohio 43624  
Telephone # 4192132001 Fax # 4192132011  
E-mail address (if any) lkeiffer@co.lucas.oh.us


**A-7 Applicant's address and toll-free number for customer service and complaints**

Customer Service address One Government Center, Suite 800, Toledo, Ohio 43604  
Toll-free Telephone # 4192132001 Fax # 4192132011 (Toll free for all in  
E-mail address (if any) lkeiffer@co.lucas.oh.us aggregation program)

  
Signature of Applicant & Title

Assistant Prosecuting Attorney

Sworn and subscribed before me this 8th day of DEC., 2006  
Month Year

  
Signature of official administering oath

John Borell-Notary Public  
Print Name and Title

JOHN A. BORELL  
Notary Public, State of Ohio  
Lifetime Commission

My commission expires on \_\_\_\_\_

# **AFFIDAVIT**

State of OHIO :

TOLEDO ss.  
(Town)

County of LUCAS :

Lance Keiffer, Affiant, being duly sworn/affirmed according to law, deposes and says that:

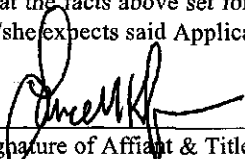
He/She is the Asst. Prosecutor (Office of Affiant) of Lucas County (Name of Applicant);

That he/she is authorized to and does make this affidavit for said Applicant,

1. The Applicant herein, attests under penalty of false statement that all statements made in the application for certification renewal are true and complete and that it will amend its application while the application is pending if any substantial changes occur regarding the information provided in the application.
2. The Applicant herein, attests it will timely file an annual report with the Public Utilities Commission of Ohio of its intrastate gross receipts, gross earnings, and sales of kilowatt-hours of electricity pursuant to Division (A) of Section 4905.10, Division (A) of Section 4911.18, and Division (F) of Section 4928.06 of the Revised Code.
3. The Applicant herein, attests that it will timely pay any assessments made pursuant to Sections 4905.10, 4911.18, or Division F of Section 4928.06 of the Revised Code.
4. The Applicant herein, attests that it will comply with all Public Utilities Commission of Ohio rules or orders as adopted pursuant to Chapter 4928 of the Revised Code.
5. The Applicant herein, attests that it 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 herein, attests that it will fully comply with Section 4928.09 of the Revised Code regarding consent to the jurisdiction of Ohio Courts and the service of process.
7. The Applicant herein, attests that it will comply with all state and/or federal rules and regulations concerning consumer protection, the environment, and advertising/promotions.
8. The Applicant herein, attests that it 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 herein, attests that it 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, the Applicant herein, attests that 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. (Only applicable if pertains to the services the Applicant is offering)

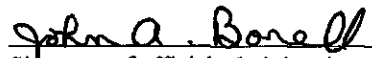
11. The Applicant herein, attests that it will inform the Commission of any material change to the information supplied in the renewal application within 30 days of such material change, including any change in contact person for regulatory purposes or contact person for Staff use in investigating customer complaints.
12. The Applicant herein, attests that if the opt-out is in draft form, the Applicant will docket the final opt-out (including beginning and ending dates of the 21-day -out period and the selected CRES supplier) with the Commission within 10 days prior to providing or offering service.

That the facts above set forth are true and correct 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.

  
\_\_\_\_\_  
Signature of Affiant & Title

Assistant Prosecuting Attorney

Sworn and subscribed before me this 8th day of Dec., 2006  
Month Year

  
\_\_\_\_\_  
Signature of official administering oath

John Borell-Notary Public  
Print Name and Title

My commission expires on JOHN A. BORELL  
Notary Public, State of Ohio  
Lifetime Commission

**Exhibit A-2**  
**Authorizing Ordinance**

BOARD OF ELECTIONS

A RESOLUTION AUTHORIZING ALL ACTION  
NECESSARY TO EFFECT A GOVERNMENTAL ELECTRICITY  
AGGREGATION PROGRAM WITH OPT-OUT PROVISIONS 12 32 PM '00  
PURSUANT TO SECTION 4928.20, OHIO REVISED CODE,  
DIRECTING THE LUCAS COUNTY BOARD OF ELECTIONS  
TO SUBMIT A BALLOT QUESTION TO THE ELECTORS

LUCAS COUNTY

August 22, 2000

No. 00-1222

Commissioner Barlos offered the following resolution:

WHEREAS, the Ohio Legislature has enacted electric deregulation legislation ("Am. Sub. S.B. 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 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 the unincorporated areas of Lucas County and in conjunction jointly with any other municipal corporation, township, county or other political subdivision of the State of Ohio, as permitted by law.

A RESOLUTION AUTHORIZING ALL ACTION  
NECESSARY TO EFFECT A GOVERNMENTAL ELECTRICITY  
AGGREGATION PROGRAM WITH OPT-OUT PROVISIONS  
PURSUANT TO SECTION 4928.20, OHIO REVISED CODE,  
DIRECTING THE LUCAS COUNTY BOARD OF ELECTIONS  
TO SUBMIT A BALLOT QUESTION TO THE ELECTORS  
Page 2

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY  
COMMISSIONERS OF LUCAS COUNTY, OHIO, THAT:

Section 1. This Board finds and determines that it is in the best interest of Lucas County, its residents, businesses and other electric consumers located within the unincorporated areas of the County to establish the Aggregation Program in Lucas County. Provided that this Resolution and the Aggregation Program is approved by the electors of the unincorporated areas of the County pursuant to Section 2 of this Resolution, the County is hereby authorized to aggregate in accordance with Section 4928.20, Ohio Revised Code, the retail electrical loads located within the unincorporated areas of the County and, for that purpose, to enter into service agreements to facilitate for those loads the sale and purchase of electricity. The County 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 Lucas County is hereby directed to submit the following question to the electors of the unincorporated areas of the County at the general election on November 7, 2000:

A RESOLUTION AUTHORIZING ALL ACTION  
NECESSARY TO EFFECT A GOVERNMENTAL ELECTRICITY  
AGGREGATION PROGRAM WITH OPT-OUT PROVISIONS  
PURSUANT TO SECTION 4928.20, OHIO REVISED CODE,  
DIRECTING THE LUCAS COUNTY BOARD OF ELECTIONS  
TO SUBMIT A BALLOT QUESTION TO THE ELECTORS  
PAGE 3

Shall Lucas County have the authority to aggregate the retail electric loads located in the unincorporated areas of the County, 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 Clerk of this Board is instructed immediately to file a certified copy of this Resolution and the proposed form of the ballot question with the Lucas County Board of Elections not less than seventy-five (75) days prior to November 7, 2000. 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 election provided for in Section 2 of this Resolution, this Board 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 shall hold at least two 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 County. The notice shall summarize the plan and state the date, time, and location of each hearing. No plan adopted by this Board shall aggregate the electrical load of any electric load center within the unincorporated areas of the County unless it in advance clearly discloses to the person owning, occupying,

A RESOLUTION AUTHORIZING ALL ACTION  
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TO SUBMIT A BALLOT QUESTION TO THE ELECTORS  
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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.

Section 4. This Board finds and determines that all formal actions of this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in those formal actions were in meetings open to the public in compliance with the law.

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

On the foregoing  
Commissioner Barlos voted aye  
Commissioner Copeland voted aye  
Commissioner Isenberg - absent

I hereby certify that the foregoing is  
a true and exact copy of Resolution  
No. 00-1222 duly passed by the  
Board of County Commissioners,  
Lucas County, Ohio, at its meeting  
on August 22, 2000  
Clerk of County Commissioners

Nancy Poskar  
Nancy Poskar, Clerk

Nancy D. Poskar Clerk

**CERTIFICATE OF RESULT OF ELECTION ON QUESTION OR ISSUE**

Revised Code, Section 5601.11

State of Ohio

County of LUCASThe Board of Elections of Lucas County herebycertifies that at the election held in Lucas County

(Subdivision)

in said county on November 7, 2000 the

(Date of election)

vote cast on the following issue was as follows:

Issue: Shall Lucas County have the authority to aggregate the retail electric loads located in the unincorporated areas of the county, 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, all in accordance with Section 4928.20 of the Ohio Revised Code.

Votes Yes 13552

(For, yet, etc.—as on ballot) (Number)

Votes No 8221

(No, against, etc.—as on ballot) (Number)

Total vote cast on issue: 21773

(Number)

Witness our official signatures at Toledo, Ohio in

said county, this 1st day of December, 2000

Paula Ross Chairman

Paula Ross

Diane Brown

Diane Brown

Thomas Noe

Thomas Noe

Diana Talmage

Diana Talmage

Attest: Antoinette R. Szuch Clerk

Antoinette R. Szuch

BOARD OF ELECTIONS

LUCAS County, Ohio

# **Exhibit A-3**

## **Operation and Governance Plan**

---

SEP-20 2001 10:41:11 AM  
AMENDING THE PLAN OF OPERATION AND GOVERNANCE  
OF THE LUCAS COUNTY ELECTRIC  
AGGREGATION PROGRAM

September 20, 2001

NO. 01-1428

Commissioner Barlos offered the following resolution:

WHEREAS, Section 4928.20 of the Ohio Revised Code provides that a board of county commissioners may aggregate the electric loads within the unincorporated portions of its county and requires it to adopt a plan to govern the operation of the aggregation program; and

WHEREAS, Section 4928.20 of the Ohio Revised Code requires that any county aggregation may occur only after a board of county commissioners has offered a plan of operation and governance to the public for its review, has held at least two public hearings concerning the plan, and has formally adopted the plan as the aggregation program's plan of operation and governance; and

WHEREAS, a proposed plan has been offered to the public for review by this Board and this Board has held public hearings concerning the plan on December 14, 2000, and December 15, 2000, notice of each public hearing having been printed in a newspaper of general circulation through out the County for two consecutive weeks prior to the hearings (in The Toledo Blade on December 1, 2000, and December 8, 2000); and

---

WHEREAS, this Board adopted a plan of operation and governance for the Lucas County Aggregation Program by Resolution dated December 21, 2000; and

AMENDING THE PLAN OF OPERATION AND GOVERNANCE  
OF THE LUCAS COUNTY ELECTRIC AGGREGATION PROGRAM.  
PAGE 2


WHEREAS, the PUCO has since promulgated new Rules governing electric governmental aggregation programs and this Board has signed a Power Supply Agreement with WPS Energy Services, Inc., both of which require amendment to the plan of operation and governance for the Lucas County Aggregation Program previously approved December 21, 2000; therefore be it

RESOLVED, by the Board of County Commissioners, Lucas County, Ohio, that:

Section 1: The Board hereby amends the Plan of Operation and Governance of the Lucas County Aggregation Program previously approved on December 21, 2000, to conform to the PUCO Rules and Power Supply Agreement with WPS Energy Services, Inc. as set forth in the Amended Plan of Operation and Governance, attached hereto and incorporated herein as Exhibit A.

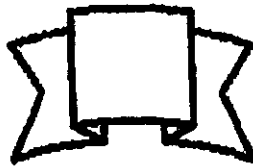
Section 2: The Board finds and determines that all formal actions of this Board concerning and relating to the adoption of this resolution were taken in an open meeting of this Board held in compliance with Ohio's Sunshine Law.

On the foregoing: Commissioner Barlos voted aye  
Commissioner Copeland voted aye  
Commissioner Isenberg voted aye

  
Nancy Poskar, Clerk

ATTACHMENT A

**LUCAS COUNTY, OHIO**  
**ELECTRIC AGGREGATION PROGRAM**  
**AMENDED**  
**PLAN OF OPERATION AND GOVERNANCE**  
**As A Member Of The**  
**Northwest Ohio Aggregation Coalition**



For Additional Information Contact:  
Mark Frye  
Palmer Energy  
5650 W. Central Avenue  
Toledo, Ohio 43615

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## INTRODUCTION

The Board of Lucas County Commissioners, together with the participating communities of the Northwest Ohio Aggregation Coalition ("NOAC"), developed this Electric Aggregation Program Amended Plan of Operation and Governance ("Amended Plan of Operation") in accordance with the governmental aggregation provisions of Section 4928.20 of the Ohio Revised Code. The Amended Plan of Operation provides, in detail, the services provided under the aggregate, customer rights, terms and conditions of service, rate setting, and aggregate structure and formation.

The Lucas County aggregation program is designed to reduce the amount consumers pay for electric energy. The County will not buy or resell the power for the participants of the program. Instead, the County will serve as the purchasing agent for the program and will negotiate a contract with a competitive retail electric supplier to provide firm, all-requirements service to the members of its aggregation program. The contract will be for fixed price service to each class of customers at a rate that is lower than the standard offer from Toledo Edison. Customer rights and terms of service are discussed in detail in this Amended Plan of Operation and Governance.

Lucas County's Amended Plan of Operation is in adherence with the requirements of Amended Substitute Senate Bill 3 of 2000 as provided in Revised Code Section 4928.20 and the Rules for Competitive and Noncompetitive Retail Electric Service Standards Regarding Governmental Aggregation. The Amended Bill opened Ohio's retail electric market on January 1, 2001, and authorized the combining of multiple electric loads within and by a municipality, an unincorporated township or the unincorporated areas of the county by a board of county commissioners for the purpose of purchasing electric generation and related services in Ohio's competitive retail market. The legislation also provided the Public Utility Commission of Ohio ("PUCO") with authority to promulgate and adopt rules regarding governmental aggregation in Ohio. Lucas County's Amended Plan of Operation complies with the requirements of the governmental aggregation rules as issued by the PUCO on August 9, 2001.

A majority of the residents in the unincorporated areas of Lucas County approved a ballot issue in November of 2000 authorizing the County to form an aggregation whereby electric consumers would be automatically included in a large buying group unless, subject to prior notice, they followed a stated procedure to opt-out. It is Lucas County's intent to represent its electric consumers in Ohio's emerging competitive retail electric market. Acting as a purchasing agent for its residents and small businesses, Lucas County hereby joins with other participating communities of NOAC and automatically aggregates all eligible electric consumers that do not otherwise opt-out of the aggregate. Lucas County, as a member of NOAC, has negotiated the best rates for electric generation and related services for electric consumers within the unincorporated areas of the County. Any electric consumer in Lucas County has the ability to decline service, opt-out of the aggregate, and choose the incumbent supplier or any other alternative electric supplier. The State of Ohio allows the Director of the Ohio Department of Development to aggregate electric consumers that participate in the Percentage of Income Payment Plan ("PIPP") throughout Ohio. Accordingly, customers

on PIPP at the time of the Opt-out will not participate in Lucas County's electric aggregation program.

## **I. GOVERNMENTAL AGGREGATION FORMATION PROCESS**

### **1.1 Statutory Requirements.**

Lucas County, as part of NOAC, shall develop and institute an opt-out aggregation. The process of governmental aggregation is set out in Ohio Revised Code Section 4928.20. The section defines two different types of aggregation that may be enacted by a governmental entity -- opt-in aggregation and opt-out aggregation. Opt-in aggregation can occur only with the prior consent of each electric consumer. That is, the consumer must give its consent to be included in the governmental aggregation program, prior to inclusion. Under the opt-out aggregation provisions, all electric consumers within the municipality, township or unincorporated areas of a county may be automatically included in the governmental aggregation program. However, opt-out aggregation may only occur after the majority of voters within a municipality, an unincorporated township, or other unincorporated areas of the county authorize the formation of the governmental aggregation. The governmental entity must adopt an ordinance or a resolution placing the issue on the ballot and voters must decide the issue in a general or special election. After obtaining majority voter approval, but prior to inclusion in the aggregate, affected customers must be given notice entitling them to affirmatively elect not to be part of the governmental aggregation program. Lucas County obtained the support of the majority of its voters and shall automatically include electric consumers within the unincorporated areas of the County in its aggregate, unless such consumers follow a prescribed procedure for opting out. Lucas County's opt-out notice, procedure and period are discussed in Section VIII below.

### **1.2 PUCO Certification**

In addition to requiring the support of the majority of voters within a municipality, an unincorporated township, or the other unincorporated areas of the county, Section 4928.20 of the Ohio Revised Code requires PUCO certification of governmental aggregation programs. In order to obtain PUCO certification, governmental entities are required to complete and file a certification application. To maintain their certified status, governmental aggregators must comply with the PUCO's Competitive and Noncompetitive Retail Electric Service Standards Regarding Governmental Aggregation. Lucas County filed for, and has obtained, certification as a Governmental Aggregator. The County, as a member of NOAC, developed this Amended Plan of Operation and Governance in compliance with the PUCO's rules regarding governmental aggregation. With the assistance of its electric generation service supplier, Lucas County shall comply with the PUCO's governmental aggregation rules.

## **II. RETAIL ELECTRIC GENERATION SERVICE PROVIDER**

The County has selected WPS Energy Services, Inc. ("WPS") as its electric generation service supplier. Lucas County shall serve as the purchasing agent for the County's aggregation program and has delegated to WPS the responsibility implementing the

County's aggregation program. WPS is certified as a Competitive Retail Electric Service ("CRES") Provider by the PUCO; is eligible to receive Market Support Generation ("MSG") and Non-MSG from FirstEnergy as a signatory to the Stipulation and the Supplemental Agreement arising from the FirstEnergy Transition Plan Case; is a licensed Federal Power Marketer with the FERC; has a Service Agreement for Network Integration Transmission Service under FirstEnergy's Open Access Transmission Tariff; has a Service Agreement under FirstEnergy's Market-based Rate Tariff; has the corporate structure to sell both wholesale and retail firm power; has demonstrated that its Electronic Data Interchange ("EDI") computer network is fully functional and capable of handling the requirements of the retail electric customers in the unincorporated areas of Lucas County; has the marketing ability to reach the retail electric customers in the County and the ability to educate them on the County's aggregation program; has a fully staffed and trained call center capable of handling customer calls related to the County's program; has established a toll-free number as required by the PUCO for customer service and complaints related to the County's aggregation program; and shall assist the County in fulfilling requirements imposed on the Lucas County aggregation by the PUCO.

### III. AGGREGATION SERVICES

WPS shall serve as Lucas County's CRES Provider and with the assistance of the County and/or the County's authorized agent WPS shall perform the following functions regarding the County's aggregation program: assist the County in fulfilling PUCO requirements including the filing of required reports and the compliance of this Amended Plan of Operation with PUCO rules; analyze customer information provided by Toledo Edison to identify eligible customers within the County's corporate limits; develop the program's rates, terms and conditions of service and opt-out notices; distribute required notices to electric consumers in the unincorporated areas of the County; conduct the opt-out process; notify Toledo Edison of the customers in the County's aggregate; notify customers of service start dates; undertake all EDI responsibilities and interact with FirstEnergy regarding the same; provide customer service and support as discussed herein; develop consumer education materials; comply with the PUCO's environmental disclosure requirements; inform customers that move into the County after program start-up of the program and of their ability to opt-out; address all customer complaints as discussed herein; administer the credit and collection process; provide new program rates at the end of the initial two year term; notify customers of the program's new rates, terms and conditions of service and of their ability to opt-out at no charge at that time; and otherwise implement this Amended Plan of Operation and Governance.

### IV. POWER SUPPLY AGREEMENT

Lucas County and WPS have entered into a binding Power Supply Agreement for the provision of services to the County's aggregated electric consumers. Resolution No. 01-1363 authorizes the County's entering such Agreement. The terms and conditions of the Agreement govern the implementation and administration of the County's aggregation program. A copy of Resolution No. 01-1363 and the Power Supply Agreement approved therein is attached hereto as Attachment A.

## V. RATE SETTING

Lucas County, as a participating member of NOAC, and WPS have negotiated rates for the first two (2) years of the four (4) year Lucas County-WPS Agreement. The rates are as provided in the Power Supply Agreement and are fixed for the initial two year period. WPS will pay the \$5 switching fee imposed by the local utility. No later than the twenty-first month of service, WPS and Lucas County, as a member of NOAC, shall negotiate rates for the final two years of the WPS-supplied program. WPS shall provide rates for the program based primarily on the then current electric power market prices and any MSG or Non-MSG available.

## VI. CREDIT AND COLLECTION POLICY

### 6.1 Billing

Customers will continue to receive a monthly bill from Toledo Edison, which will include charges from WPS for the electric generation portion of their bill. Customers are billed according to their Toledo Edison bill cycle. Toledo Edison bills customers monthly, in 21 billing cycles throughout the month. WPS will use FirstEnergy's rate ready consolidated billing method initially but may perform consolidated billing on behalf of the local distribution company once the PUCO rules regarding the same are finalized. In the event that WPS should decide to separately bill customers for generation charges, it will only do so after obtaining the County's prior approval and after providing prior notification to the customer.

### 6.2 Payment Terms

Customers are required to pay their entire Toledo Edison bill in a timely manner to avoid late charges and to maintain good standing in the program. All payments are applied to the Toledo Edison portion of the bill first. WPS's charges will be paid after the amount owed to Toledo Edison is paid in full. Failure to pay the full amount due, including WPS's charges, will lead to termination from the program. The Toledo Edison notices will include Toledo Edison's charges to the customer and will not include WPS's charges. WPS's past due notices are discussed below.

### 6.3 Collection Process

Customers are obligated to keep their accounts current. If WPS does not receive payment by the bill due date and an account balance exceeding \$25.00 remains past due for thirty (30) days at the time of billing, a written ten (10) day Past-Due Notice will be issued. Accounts with a balance exceeding \$25.00 past due sixty (60) days at the time of billing, and that were previously issued a Past Due Notice, will be issued a ten (10) day written Notification of Intent to Terminate Letter. Accounts remaining past due after the ten (10) day Notification of Intent to Terminate letter will be sent a Program Termination and Payment Request Notice. If amounts owed to WPS are not paid in full within fifteen (15) days of issuance of the Program Termination and Payment Request Notice, accounts with balances exceeding \$25.00 past due will be terminated from the Aggregation

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Program and returned to Toledo Edison. Customers with accounts returned to Toledo Edison for non-payment are obligated to pay WPS the remaining balance on the account. Customer accounts continuing as past due after termination from the program due to nonpayment may be turned over to a collection agency and reported to the credit bureau, after ten (10) days' written notification.

## **VII. PROGRAM ENROLLMENT**

Lucas County's electric aggregation is an "opt-out" aggregation program. Accordingly, customers will be automatically included in the County's aggregation program unless they comply with the program's opt-out procedure discussed in Section VIII below. Customers who wish to participate and remain in the County's aggregate need not take any action. These customers will be automatically enrolled in the County's program. Enrollment shall commence with the start of service and shall continue for a two (2) year period. Customers will be notified by WPS when service under the program will begin which shall coincide with the switch from their current supplier.

## **VIII. OPT-OUT PROCEDURE AND TERMS**

### **8.1 Opt-out Process**

WPS will implement the opt-out process on behalf of Lucas County and participating members of NOAC. Prior to commencement of service, WPS will utilize customer information provided by Toledo Edison to notify all eligible retail electric consumers in the unincorporated areas of Lucas County of their right to opt-out of Lucas County's Electric Aggregation Program. Eligible Consumers shall be residential or commercial customers in the County that are not otherwise designated by Toledo Edison as PIPP customers at the time of the Opt-out Period or are otherwise deemed ineligible to participate in the County's Aggregation Program. Eligible Consumers will receive by mail a notice disclosing: the Program's rates; terms and conditions of service; general information related to the Program; and the County's membership and association with NOAC. The notice shall clearly provide instructions on how to opt-out of the program, which shall be by returning a postcard or calling a designated number. The Opt-out Period shall be a twenty-one (21) day period. Eligible Consumers shall have twenty-one (21) days from the date of the postmark on the notice to indicate their intent to opt-out. Eligible Consumers that do not follow the prescribed opt-out procedure shall be automatically included in the program. It is the customer's responsibility to notify WPS if they are inadvertently switched and are not a Toledo Edison customer in the NOAC participating communities listed above. WPS shall notify Toledo Edison/FirstEnergy of Lucas County's Eligible Consumers to be switched to service under the Program.

### **8.2 Opt-out Privileges**

Lucas County's Toledo Edison customers may opt-out of the County's Aggregation Program at no charge under the following circumstances: a) during the initial opt-out period; b) at the end of the two year Enrollment Period; c) if they move from their current place of residence to a new place within NOAC they will automatically be terminated from the program until the next quarterly refresh; or d) if WPS's rates exceed those in

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Toledo Edison's Standard Service Offer. Participants that desire to opt-out of the County's aggregation program any other time may be subject to a \$25 switching fee.

### 8.3 Return to Toledo Edison Service

Customers that opt-out of Lucas County's Aggregation Program will default to Toledo Edison's Standard Service Offer, until the consumer selects an alternate generation supplier.

### 8.4 Switching to Other Suppliers

Aggregation Program participants that switch to a different generation supplier after the expiration of the enrollment period will be allowed to do so in correlation with the consumer's next scheduled meter read date. Switching to a different generation supplier on the next meter read date, however, will occur when the next meter read date is 13 business days or more from the date of the consumer's notice of intent to opt-out of the Aggregation Group. If notification is less than 13 days this may result in the consumer being with their current supplier or WPS for an additional 1-2 months. Consumers choosing to switch, outside of the opt-out period, may be subject to a \$25 switching fee. Notification of intent to opt-out of the Aggregation Group may be made by contacting WPS by telephone or in writing.

## IX. JOINING THE PROGRAM AFTER START-UP

### 9.1 New Lucas County Residents

Residential customers that move into the unincorporated areas of Lucas County after the conclusion of the initial Opt-out Period shall have the opportunity to join the County's Aggregation Program at the rates provided in the Power Supply Agreement. These customers may call WPS for information on joining the program. WPS will conduct a quarterly Opt-out Period subject to receipt of new customer information from Toledo Edison. WPS will inform new residents of the County's automatic aggregation program and of their right to opt-out of the Program. The Opt-out Period shall be twenty-one (21) days. The two (2) year enrollment term shall be modified to conclude with that of the general Lucas County aggregation pool.

### 9.2 Customer Movement Within Sylvania

Lucas County's Aggregation Program participants that move from one location to another within the unincorporated areas of the County shall retain their participant status at the Power Supply Agreement price. However, these customers reserve the right to opt-out of the program at no cost if they change their place of residence. If the customer moves within the NOAC area they will be terminated from the program and will revert back to Toledo Edison until the next quarterly refresh. At that time they will be given an opportunity to re-join the program at the previous rate.

### **9.3 Previously Opted-Out or otherwise Not Enrolled Customers**

Toledo Edison customers in the unincorporated areas of Lucas County may join the County's Aggregation Program after the expiration of the initial Opt-out Period by contacting WPS. Enrollment and service activation shall be subject to the written policies of WPS. Rates for such customers shall be at the Power Supply Agreement price, or at a market-based price, subject to the policies of WPS.

## **X. RELIABILITY OF ELECTRIC SERVICE**

For the protection of retail electric consumers in Ohio, the PUCO has adopted rules governing the minimum service, quality, safety, and reliability practices for local utilities like Toledo Edison. The rules provide standards for inspection, maintenance, repair, and replacement of the transmission and distribution lines of each local utility. The rules also impose standards on utilities such as Toledo Edison for system operation, reliability, and safety during emergencies and disasters. Toledo Edison will continue to maintain and service its electric transmission and distribution facilities in the unincorporated areas of Lucas County. The only thing that changes for the Toledo Edison consumers in the County that participate in the Aggregation Group is the generation supplier. For the members in the County's Electric Aggregation Program, the generation supplier is WPS Energy Services, Inc.

## **XI. CUSTOMER SERVICE**

WPS shall provide a fully staffed, 24 hour a day, customer service staff. The staff will address local questions or concerns related to the program. Lucas County's customers may call toll free to: 1-888-600-8735. Customers may contact WPS in writing at its Cleveland Ohio office at: WPS Energy Services, Inc., Bank One Center, 600 Superior, Suite 1300, Cleveland, OH 44114.

## **XII. CONSUMER EDUCATION**

WPS will develop a retail electric competition consumer education plan for retail electric consumers in Lucas County and the other participating members of NOAC. The education plan will focus on the needs of Toledo Edison customers in the NOAC, but may also address any unique retail electric competition educational needs of Lucas County's customers. WPS will, where practicable, provide consumer education messages that are consistent with the messages of FirstEnergy, Toledo Edison's local campaign, and the statewide consumer education program.

## **XIII. DISPUTE RESOLUTION**

WPS will attempt to resolve all customer complaints in a timely and good faith manner. Initial response to the customer's concern will occur within five (5) calendar days of complaint. WPS will investigate customer complaints received from the Public Utilities Commission of Ohio (PUCO) and provide a status report to the customer and the PUCO within five (5) calendar days. If an investigation into a complaint received from the customer or a complaint referred by the PUCO is not completed within fourteen (14)

calendar days, then a status report will be given to the customer, and, if applicable, the PUCO. These status reports will be given every five (5) calendar days until the investigation is complete, unless the action that must be taken takes longer than five (5) days and the customer has been notified. Final results of a Commission-referred complaint will be provided to the PUCO either orally (phone) or in writing (e-mail, written correspondence), no later than five (5) calendar days after the investigation is completed. The final results will be provided in writing to the customer no later than five (5) calendar days after the investigation is completed. Customers retain the right to contact the PUCO regarding complaints and disputes. WPS will provide customers with the current address, telephone numbers, including TDD/TTY telephone numbers, of the PUCO. Records of customer complaints will be retained for one (1) year after the occurrence of the complaint. A copy of the complaint record will be provided to the PUCO within five (5) days, if requested.

#### **XIV. GENERAL PROVISIONS**

##### **14.1 Governing Law**

Service under the Aggregation Program shall be governed by the provisions of these Rules and Regulations, the County's Electric Aggregation Program Amended Plan of Operation and Governance, the Lucas County-WPS Power Supply Agreement, the Resolutions of the Board of County Commissioners, Lucas County, Ohio, and the rules and regulations of the Public Utilities Commission of Ohio.

##### **14.2 Taxes and Fees**

Any taxes, duties, fees or charges levied against WPS by any governmental or regulatory entity or passed through to WPS by capacity or energy shall be passed through by WPS and paid by the customer. WPS shall provide the customer written notice and detailed description of such charges if such information has not been included in previous communications.

##### **14.3 Additional Equipment**

If additional metering or monitoring equipment is required by Toledo Edison, such metering or monitoring equipment shall be installed at customer's expense. Customer shall cooperate as necessary with installation of additional metering or monitoring equipment.

##### **14.4 Customer Information**

Neither the County nor WPS shall release an Aggregation Program participant's social security number or account number without the program participant's written consent. WPS shall not release information on customers that have opted out of the program without the prior written consent of the customer.

#### 14.5 Payment History

Aggregation Program customers shall have the right to request, without charge, from WPS the customer's payment history for a period of up to twenty-four (24) months.

### XV. ADOPTION OF AMENDED PLAN OF OPERATION AND GOVERNANCE

This Amended Plan of Operation and Governance shall be subject to the adoption of the Board of County Commissioners, Lucas County, Ohio. A copy of the County's Resolution No. 01-1428 adopting this Amended Plan of Operation is attached hereto as Attachment C.

Further modifications to the Amended Plan of Operation and Governance after adoption will require approval of the Board of County Commissioners, Lucas County, Ohio.

## **XVI. COMMERCIAL SERVICE PROVIDED BY FIRSTENERGY SERVICES, INC.**

Consistent with the Provisions of this Amended Plan of Operation and Governance and with the Power Supply Agreement entered into with WPS Energy Services, Inc. referenced in Section IV herein, Lucas County and FirstEnergy Services, Inc. ("FES") have entered into an agreement to provide aggregated electric generation service to the Program's commercial consumers. Resolution No. 02-1154 authorized the County to enter into the Master Agreement to Provide Services to an Aggregated Group with FES, which provides service to any of the Program's commercial electric consumers whose demand does not exceed 300 kW. Sections II through XIV, inclusive, of this Plan shall not be applicable to the provision of services under the Master Agreement for its Term; with the exception that conduct of the Opt-Out provided for in the Master Agreement shall be done consistent with the twenty-one (21) day Opt-Out Period provided for in Section 8.1 herein. To the extent that there is any discrepancy between this Plan and the Master Agreement, the terms and provisions of the Master Agreement shall govern the County's Program as to commercial electric consumers for the Agreement's Term. A copy of the Master Agreement is attached hereto as Attachment D.

**Exhibit A-4**  
**Automated Aggregation Disclosure**

October 28, 2005

Dear Commercial Electric Customer:

Your community, as a member of the Northwest Ohio Aggregation Coalition (NOAC), is providing your business with the opportunity to save money on its electric bills by joining with other businesses. Through a concept called governmental aggregation, savings are achieved by grouping consumers to gain buying power for the purchase of electricity. Local voters approved this program in November 2000. NOAC is a group of nine communities who are working together to provide lower electric rates to their residents and businesses.

You will be automatically enrolled in the small commercial electric government aggregation program unless you choose to opt out. There is no cost for enrollment. You do not need to do anything to participate. During the past few months, your local officials researched power supply options and issued competitive bids for electricity pricing. The result of that process was the selection of FirstEnergy Solutions Corp., an unregulated subsidiary of FirstEnergy Corp., as the aggregation group's electric power supplier for the next two years.

As a member of this program, you are guaranteed to save **3 percent** on your electric supply. This percentage discount will be taken off your "generation shopping credit," which will appear on your electric bill after you have been enrolled in the City's government aggregation program. The generation shopping credit — which varies each month depending on your usage — represents the amount credited to you if you switch to an alternative supplier, such as FirstEnergy Solutions.

The generation portion comprises about one-third of your bill and is the only component of Toledo Edison's electric system open to competition. Toledo Edison's other charges, such as those for transmission and distribution, comprise the remaining two-thirds of the bill.

**If you want to be excluded from your community's electric government aggregation program, you must return the enclosed "opt-out" form by November 18, 2005.** If you do not opt out at this time, you will be enrolled in the program for the next twenty-four months. Your electric savings will begin after your paperwork has been completed and your switch has been finalized. Please note that if you do not opt out and are not currently a FirstEnergy Solutions customer, you will receive a letter from Toledo Edison advising you of your impending switch to FirstEnergy Solutions. If you wish to remain in the program, you do not need to do anything with that letter. You will also be offered the chance to opt out of this and future programs at least every two years without penalty. **Note that if you switch back to Toledo Edison, you may not be served under the same rates, terms and conditions that apply to other customers served by Toledo Edison.**

**WARNING: IF YOU ARE ALREADY IN CONTRACT WITH A COMPETITIVE RETAIL ELECTRIC SERVICE PROVIDER OTHER THAN FIRSTENERGY SOLUTIONS YOU MAY INCUR A CONTRACT TERMINATION FEE OR OTHER CHARGES IF YOU FAIL TO OPT-OUT OF THE AGGREGATION.**

In Ohio's deregulated electric environment, your local electric utility – Toledo Edison – will continue to maintain the system that transmits and delivers power to your business. You will not see any new poles or wires, and you will continue to receive a single, easy-to-read bill from your electric operating company with your FirstEnergy Solutions' charges included. You will still contact Toledo Edison for any power outage or

disruption in your service.

If you have any questions, call FirstEnergy Solutions toll-free at 1-866-636-3749, Monday through Friday, 8 a.m. to 5 p.m. This call center is designed to answer questions on behalf of your community. If you have any general, electric deregulation questions you may also call the Ohio Electric Choice hotline at 1-888-632-1314, or visit [www.puc.state.oh.us](http://www.puc.state.oh.us) or [www.pickocc.org](http://www.pickocc.org).

Sincerely,

Your Local Officials

***P.S. Remember to return the opt-out form only if you do not want to participate in the small commercial electric aggregation program.***

Opt-Out Form – Electric Government Aggregation Program

Small Business

**By returning this signed form, you will be excluded from the opportunity to join with other small businesses your community's Electric Government Aggregation Program.**

**I wish to opt out of the small commercial Electric Government Aggregation Program.**

☐

**(Check box to opt out.)**

Service address (city, state, zip:) \_\_\_\_\_

Phone number: \_\_\_\_\_

Account holder's signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Mail by November 18, 2005 to: Commercial Electric Government Aggregation Program, 395 Ghent Road,  
Suite 408, Akron, Ohio 44333**