



The Public Utilities Commission of Ohio

Original GAG Case Number	Version
00-2027-EE-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, 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 00-028E; 1/14/2011
Telephone # (419) 213-4500 Web site address (if any) www.co.lucas.oh.us

PUCO

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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

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business
Technician [Signature] Date Processed 11/28/14

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 John A. Borell  
Title Assistant Prosecuting Attorney  
Business address 711 Adams Street, 2nd Floor, Toledo, Ohio 43604  
Telephone # (419) 213-2001 Fax # (419) 213-2011  
E-mail address (if any) jborell@co.lucas.oh.us

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

Name John A. Borell  
Title Assistant Prosecuting Attorney  
Business address 711 Adams Street, 2nd Floor, Toledo, Ohio 43604  
Telephone # (419) 213-2001 Fax # (419) 213-2011  
E-mail address (if any) jborell@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 # (419) 213-2001 Fax # (419) 213-2011  
E-mail address (if any) jborell@co.lucas.oh.us

John A. Borell, Washtenaw County Prosecutor / by Pub  
Signature of Applicant & Title

Sworn and subscribed before me this 21 day of November, 2014  
Month Year

Andrea Stokes  
Signature of official administering oath

Andrea Stokes, Program Manager  
Print Name and Title

My commission expires on 10/12/2015



Andrea R. Stokes  
Notary Public, State of Ohio  
My Commission Exp. 10/12/2015

# AFFIDAVIT

State of Ohio :

County of Lucas :

\_\_\_\_\_ ss.  
(Town)

John A. Burrell, Affiant, being duly sworn/affirmed according to law, deposes and says that:

(He/She is the Asst. Prosecuting Atty. 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.

*Robert K. ...* Assistant County Prosecutor  
Signature of Affiant & Title

Sworn and subscribed before me this 21<sup>st</sup> day of November, 2014 Year  
Month

*Andrea Stokes*  
Signature of official administering oath

Andrea Stokes, Program Manager  
Print Name and Title

My commission expires on 10/12/2015



*Andrea R. Stokes*  
Notary Public, State of Ohio  
My Commission Exp. 10/12/2015

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

**Lucas County**

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  
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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  
PAGE 4

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 Poskar, Clerk

# CERTIFICATE OF RESULT OF ELECTION ON QUESTION OR ISSUE

Revised Code, Sections 149.11

State of Ohio

County of LUCAS

The Board of Elections of Lucas County hereby

certify that at the election held in Lucas County

in said county on November 7, 2000 the

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 <sup>(This term, local area, local system, etc. — Section 4928.01)</sup> accountability except where any person elects to opt out, all in accordance with Section 4928.20 of the Ohio Revised Code.

Votes Yes 13452

Votes No 2721

Total vote cast on issue: 16173

Witness our official signatures at Toledo Ohio to

said county, this 7th day of December 2000

Paula Ross Chairman  
Paula Ross

Diana Brown  
Diana Brown

Thomas Moe  
Thomas Moe

Diana Talavage  
Diana Talavage

Attest: Antoinette E. Szuch Clerk

BOARD OF ELECTIONS

LUCAS County, Ohio

**Exhibit A-3**  
**Operation and**  
**Governance Plan**

**Lucas County**

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

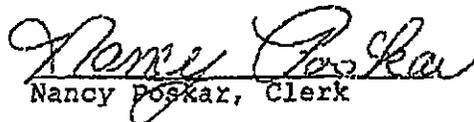
WHEREAS, the PUCO has since promulgated new Rules governing electric governmental aggregation programs and this Board has signed a Power Supply Agreement with WPS Energy Services, Inc., both of which require amendment to the plan of operation and governance for the Lucas County Aggregation Program previously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

## Table of Contents

Introduction . . . . .	3
I. Governmental Aggregation Formation Process . . . . .	4
1.1 Statutory Requirements . . . . .	4
1.2 PUCO Certification . . . . .	4
II. Retail Electric Generation Service Provider . . . . .	4
III. Aggregation Services . . . . .	5
IV. Power Supply Agreement . . . . .	5
V. Rates . . . . .	6
VI. Credit and Collection Policy . . . . .	6
6.1 Billing . . . . .	6
6.2 Payment Terms . . . . .	6
6.3 Collection Process . . . . .	6
VII. Enrollment . . . . .	7
VIII. Opt-out Procedure and Terms . . . . .	7
8.1 Opt-out Process . . . . .	7
8.2 Opt-out Privileges . . . . .	7
8.3 Return to Toledo Edison Service . . . . .	8
8.4 Switching to Other Suppliers . . . . .	8
IX. Joining the Program after start-up . . . . .	8
9.1 New Sylvania Residents . . . . .	8
9.2 Customer Movement Within Sylvania . . . . .	8
9.3 Previously Opted-Out or otherwise Not Enrolled Customers. . . . .	9
X. Reliability of Service . . . . .	9
XI. Customer Service . . . . .	9
XII. Consumer Education . . . . .	9
XIII. Dispute Resolution. . . . .	9
XIV. General Provisions. . . . .	10
14.1 Governing Law . . . . .	10
14.2 Taxes and Fees. . . . .	10
14.3 Additional Equipment. . . . .	10
14.4 Customer Information. . . . .	10
14.5 Payment History . . . . .	11
XV. Adoption of Amended Plan of Operation and Governance. . . . .	11

## 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

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

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.

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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. 02-154 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**  
**Automatic Aggregation**  
**Disclosure**  
**Opt – out Form**  
  
**Lucas County**



## Electric Governmental Aggregation Program Frequently Asked Questions Residential Program

### **What is aggregation?**

Under governmental 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.

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

Residents voted to allow the community to contract for an electric generation supplier on their behalf.

### **How will I know if I can save money under the electric governmental aggregation program?**

The price you pay for electric generation supply is guaranteed to be lower because you'll always receive the percent discount for your electric generation.

### **What do I need to do if I *want* to be included in this governmental aggregation?**

You do not need to do anything to receive the discounted generation pricing under this program. You may choose to remain in the aggregation group and begin receiving your discount by simply not returning the opt-out form.

### **If I join my community's governmental aggregation program, who will deliver my power, read my meter and respond to emergencies, such as power outages?**

Your electric utility will be responsible for the delivery of power to your home or business. Since your electric utility still owns the wires and poles that deliver power to you, it will continue to read your meter and restore power after an outage.

### **Is your price for residential power fixed, or does it vary?**

In this program, the discount you will receive each month does not change. But because the actual price per kWh charged by the utility may change each month (based on the season and your usage), the price per kWh from FirstEnergy Solutions will also change each month.

### **If I am already a member of this program, why am I receiving this letter?**

As a current member of your community's electric governmental aggregation program, you are given the opportunity to opt-out of the program at least every three years at no charge. Your previous contract with FirstEnergy Solutions is coming to an end, and this is your opportunity to either opt-out or continue saving with FirstEnergy Solutions.

### **What does "opt out" mean?**

"Opt out" means that you can decide not to participate in your community's electric governmental aggregation program. By returning the opt-out form, which is included in this mailing, by the Opt Out Deadline you will not be enrolled as an electric generation customer with FirstEnergy Solutions, your community's competitive electric generation supplier, and you will not receive the discount.

### **What happens if I do not send in the opt-out form?**

If you do not return the opt-out form postmarked by the Opt Out Deadline, you will be included in your community's governmental aggregation program and will receive competitively priced electricity from FirstEnergy Solutions.

### **Can I opt out over the phone?**

No, if you want to opt out, you must mail in your completed opt-out form and it must be postmarked by the Opt Out Deadline.

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

Yes, but you will be subject to the early termination fee from FirstEnergy Solutions if you cancel for any other reason but moving. However, you will be sent a notice at least every three years asking if you wish to remain in the program. At that point, you may opt out at no cost.

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

You can stay with your current electric utility, which will continue to supply your electric generation as it always has, or you can shop for an alternative generation supplier. A list of competitive electric suppliers certified by the Public Utilities Commission of Ohio and their current prices are available by calling 1-800-686-PUCO (1-800-686-7826).

**If I join the aggregation, can I stay on budget billing?**

Yes, you can remain on budget billing; however, only your charges from the utility will continue to be budgeted. Your charges from FirstEnergy Solutions will not be budgeted – you will pay the full amount each month. .

**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 FirstEnergy Solutions?**

FirstEnergy Solutions Corp., a subsidiary of FirstEnergy Corp., offers a wide range of energy and related products and services, including the generation and sale of electricity and energy planning and procurement. FirstEnergy Solutions is a leading competitive supplier of energy to residential and commercial and industrial customers in Ohio, Pennsylvania, New Jersey, Maryland, Illinois and Michigan.

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

If you have any questions, please call 1-866-636-3749, Monday through Friday, 8 a.m. to 5 p.m.

**Additional FAQs for all-electric space heating, electric water heating and/or load management customers:**

**I receive a credit from my electric utility for my electric water heating. Will I miss out on this credit if I join this program?**

Because FirstEnergy Solutions is offering a discount off the Price to Compare, you are not missing out on any of the savings that utility credits provide.

**If I leave this program at a later date, will I be able to keep the credits I get from my utility for having all-electric space heating, electric water heating and/or load management equipment?**

Yes. This discount is in addition to the generation credit reflected in your Price to Compare. So if you cancel your contract with FirstEnergy Solutions, you will continue to receive the credits from your utility for having all-electric space heating, electric water heating and/or load management equipment as long as those credits are being offered.