

2007 MAY 25 AM 10:00

May 24, 2007

PUCO

Ms. Renee Jenkins
Public Utilities Commission of Ohio
Docketing Division, 13th Floor
180 East Broad Street
Columbus, OH 43215-3793

Re: Commercial Supplemental Opt-out Notices for:

Toledo: Case No: 00-1915-EL-GAG
Oregon: Case No: 00-2075-EL-GAG
Maumee: Case No: 00-2331-EL-GAG
Perrysburg: Case No: 01-2383-EL-GAG
Sylvania: Case No: 00-2089-EL-GAG
Northwood: Case No: 00-2116-EL-GAG

Holland: Case No: 00-2212-EL-GAG
Lucas County: Case No: 00-2027-EL-GAG
Lake Township: Case No: 04-0038-EL-GAG

Dear Ms. Jenkins:

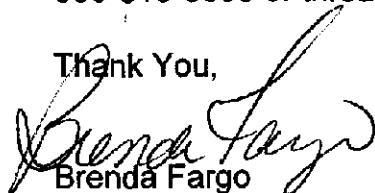
Please find enclosed the original and ten copies of the Supplemental Commercial Opt-out Aggregation Notices to be sent on or after June 4, 2007 to all eligible commercial customers in the Cities of Toledo, Oregon, Maumee, Perrysburg, Sylvania, Northwood, the Village of Holland, Lucas County, and Lake Township which are all members of the Northwest Ohio Aggregation Coalition. The end of the opt-out period will be June 25, 2007.

Please docket these notices under the above case numbers.


FirstEnergy Solutions is providing aggregation services to the NOAC communities and, in this capacity, are filing this information on their behalf.

Should there be any questions and/or additional information needs, please contact: Brenda Fargo, Government Aggregation Program Manager, First Energy Solutions, 330-315-6898 or through e-mail at fargob@fes.com.

Thank You,


Brenda Fargo
FirstEnergy Solutions

enclosures

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:  Date Processed 5-25-07



Lake Township



City of Opportunity



June 4, 2007

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 through December 2008.

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 Community's government aggregation program. The generation shopping credit — which varies each month depending on your usage — is the amount credited to you if you switch to an alternative supplier, such as FirstEnergy Solutions. **If you are a mercantile customer and feel you are not eligible for this program, please sign and return the opt-out form and notify FirstEnergy Solutions at 1-866-636-3749.**

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 June 25, 2007. If you do not opt out at this time, you will be enrolled in the program through your December 2008 meter read. 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 or 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

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 June 25, 2007 to: Commercial Electric Government Aggregation Program, 395 Ghent Road, Suite 413, Akron, Ohio 44333

NOAC Commercial Electric Government Aggregation Program — Frequently Asked Questions

What is government aggregation?

Under government aggregation, local officials bring citizens together to gain group buying power for the purchase of competitively priced electricity from a retail electric generation supplier certified by the Public Utilities Commission of Ohio.

How is my community able to choose a licensed electric generation supplier on my behalf?

In November 2000, your community's residents voted to allow local officials to contract for an electric generation supplier on their behalf.

How will I know if I can save money under the electric government aggregation program?

All eligible businesses are guaranteed to save with this program when compared to Toledo Edison's current Rates. When you join your community's government aggregation program, your electric utility will provide you with a "generation shopping credit," which is available on your electric bill after you have been enrolled.

The generation shopping credit — which varies each month — represents the amount credited to you if you switch to an alternative electric supplier, such as FirstEnergy Solutions. Under the aggregation program, the price you pay for electric supply will be **3 percent** lower than your generation shopping credit. In other words, each month, you'll pay **3 percent** less for electric supply than if you had not joined the government aggregation program.

What does "opt out" mean?

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

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

If you do not return the opt-out form postmarked by the required date, you will be included in your community's electric government aggregation program and will begin receiving competitively priced electricity from FirstEnergy Solutions.

Toledo Edison will also send you a letter confirming your selection of FirstEnergy Solutions as your electric generation provider. As required by law, this letter provides you another chance to cancel your contract with FirstEnergy Solutions within seven days of its postmark. To remain in the government aggregation program, you don't need to take any action when this letter arrives.

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

Yes, but you could be subject to the cancellation/termination charges as stated in your contract with FirstEnergy Solutions. However, you will be sent a notice every two years asking if you wish to remain in the program. At that point, you may opt out at no cost.

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

You can stay with your current electric utility, which will continue to supply your electricity as it always has. Or, you can shop for a new electric supplier. A list of suppliers certified by the Public Utilities Commission of Ohio and their current prices is available by calling the Ohio Electric Choice answer center at 1-888-632-1314 or by visiting www.ohioelectricchoice.com.

May I get back into the electric government aggregation program after I have opted out?

Yes, by calling FirstEnergy Solutions toll-free at 1-866-636-3749, Monday through Friday, 8 a.m. to 5 p.m.

Can I opt out over the phone?

No, you must mail in your completed form and it must be postmarked by the deadline.

Who is FirstEnergy Solutions?

FirstEnergy Solutions Corp., a subsidiary of FirstEnergy Corp., is a leading supplier of electricity, natural gas, energy and facility management solutions.

What is the toll-free number for questions?

For answers to your questions, please call 1-866-636-3749, Monday through Friday, 8 a.m. to 5 p.m.

Can I join the electric government aggregation program if I am already under contract with another electricity supplier other than FirstEnergy Solutions?

Many electric suppliers will charge a penalty for breaking your contract before it expires. You should opt out of your community's electric government aggregation program to maintain your contract with your current electric supplier. Contact your current electric supplier for more information.

If I do join the electric government aggregation program, who will deliver my power, read my meter and respond to emergencies, such as power outages?

Toledo Edison will be responsible for the transmission and distribution of power to your home or business. Since your local electric utility still owns the wires and poles that delivers power to you, it will continue to read your meter and restore power after an outage.

Does FirstEnergy Solutions charge any fees?

Late charges may apply for past due balances.

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

In this program, the price you pay for electric generation from FirstEnergy Solutions is fixed.

What will my electric bill look like under the electric government aggregation program?

There are three parts to your electrical power system: transmission, distribution and generation. Your energy bill will look different under deregulation because the rates you pay after joining the electric government aggregation program will be unbundled, or split into separate charges on the bill.

Your bill from your local electric company will include these charges:

- A generation charge to buy power from your electricity supplier
- A transmission charge from your local electricity company to bring the power from the energy supplier to your area
- A distribution charge from your local electric company to deliver electricity to your home or business
- A market transition charge that enables your local electric company to recover the costs of changing to a competitive industry

**FirstEnergy Solutions Corp.
Government Aggregation Residential and Small Commercial Electric Generation
Terms & Conditions**

These terms and conditions together with the enrollment information constitutes the agreement for electric generation service, between FirstEnergy Solutions Corp., and the Customer, who chose to remain in the community aggregation program by not "opting-out" or exercising the right of rescission ("Contract"). For commercial customers, this Contract is valid for customers with a peak demand ranging from 1 kW to 299 kW. This Contract will become null and void for any individual commercial customer account with peak demand above 299 kW.

FirstEnergy Solutions Corp. ("FES") is certified by the Public Utilities Commission of Ohio ("PUCO") to offer and supply electric generation services in Ohio. FES sets the generation prices and charges that the Customer pays. The PUCO regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

RIGHT OF RESCISSION – If Customer does not opt out and becomes a participant in the community program, the Customer's EDU will send a confirmation notice of the transfer of service. Customer may cancel this Contract within seven (7) calendar days following the postmark date of the confirmation notice from the Electric Distribution Utility ("EDU") by calling the EDU or by written notice to the EDU, which is effective on the postmark date. If Customer cancels, the EDU will give Customer a cancellation number. The Right of Rescission only applies when Customer switches suppliers. It does not apply when Customer renews a Contract. The EDU will not send a confirmation notice for Contract renewals.

DEFINITIONS

Generation Service – Production of electricity.

Distribution Service – Physical delivery of electricity to Customers by the EDU.

Delivery Point – That point on the electric system at which the EDU's tariff provides for the receipt and final delivery of the electricity to the Customer.

TERMS AND CONDITIONS OF SERVICE

1. **Basic Service Prices.** During the term of this Contract, for all electric generation delivered by FES to Customer, Customer agrees to pay FES the price specified in the opt-out notification.

For 2005, Customer will be billed at the percentage off or the price specified in the opt-out notification. The customer's price per kwh will vary based on the generation shopping credit, which may change monthly as calculated by the EDU based on Customer's usage and usage pattern. In addition to the charge for generation services, Customer will be charged by the EDU for distribution, transmission, ancillary and various other charges.

For the period 2006 through 2008, the generation pricing under this Agreement will be calculated as the specified percentage off the sum of the generation charge ("g") and 100% of the Rate Stabilization Charge ("RSC") ("Generation Charge"), both as set forth in the Electric Utility's applicable tariff, provided however in no event may the Generation Charge exceed the 2005 shopping credit level specified in PUCO Case No. 99-1212-EL-ETP et al., plus the potential addition of future fuel and tax related charges, as permitted by the Public Utilities Commission of Ohio ("PUCO") in Case No. 03-2144-EL-ATA et al. ("Rate Stabilization Plan"), as may be subsequently approved by the PUCO. Supplier reserves the right to unilaterally modify this billing format in the event the Electric Utility reduces the level of the generation charge ("g") and/or the RSC below the level approved in the Rate Stabilization Plan, or in the event the Electric Utility is unable or unwilling to provide consolidated billing in this format.

In addition to the Generation Charge described above, Supplier will charge Customer for any and all fees, costs, and obligations imposed by a Regional Transmission Organization ("RTO"), such as the Midwest ISO, that are not otherwise reimbursed by the Electric Utility to Supplier, regardless of whether such charges are greater than, less than, or equal to the charges Customer currently pays for these services to the Electric Utility ("Midwest ISO/Transmission and Ancillary Charges"). Supplier will pass these Midwest ISO/Transmission and Ancillary Charges, which may be variable, through to the Customer and Customer will receive no discount or percent-off of these Midwest ISO/Transmission and Ancillary Charges.

The Customer's price will vary based on the generation shopping credit, which may change monthly according to the EDU. For fixed and variable rate offers, Customer will incur additional service and delivery charges from the EDU.

If any regional transmission organization or similar entity, Electric Utility, governmental entity or agency, NERC and other industry reliability organization, or court requires a change to the terms of the Agreement, or imposes upon Supplier new or additional charges or requirements, or a change in the method or procedure for determining charges or requirements, relating to the Electricity Supply under this Agreement (any of the foregoing, a "Pass-Through Event"), Customer agrees that Supplier may pass through to Customer the additional cost to Supplier of such Pass-Through-Event, under the procedure specified in the paragraph below. For purposes of this paragraph, changes include, without limitation, transmission or capacity requirements new or modified charges or shopping credits, and other changes to retail electric customer access programs.

Supplier shall provide Customer with at least thirty (30) days advance written notice of a Pass-Through-Event and the amount of any additional charge related thereto. The amount of such charge will be included in Customer's monthly billing based on the first meter read after such thirty (30) day notice period.

2. **Length of Contract.** Service under this Contract, as a part of Customer's community's program, will begin with the next available meter reading after the processing of Customer request by the EDU and FES, as determined by the EDU, and will continue for the Term as specified in the opt-out notification, ending on the meter read for the last month of service.
3. **Billing.** The EDU will bill Customer monthly for both FES services and EDU services on a combined monthly bill. All applicable taxes shall be listed separately on the monthly bill statement in accordance with State and Local tax law. Each account shall be billed as 0% exempt from such taxes until valid Ohio Sales and Use Tax Exemption Certificate has been received by the EDU. FES does not offer budget billing.
4. **Penalties, Fees and Exceptions.** If Customer does not pay the full amount that the Customer owes FES by the due date of the bill, Customer will be charged a 1.5% late payment charge per month.
5. **Cancellation/Termination Provisions.** If Customer does not pay bill by the due date, FES may cancel this Contract after giving Customer a minimum of fourteen (14) days written notice. Customer may be returned to EDU and forfeit the right to choose another CRES provider until arrearages are paid in full. Customer will remain responsible to pay FES for any electricity used before this Contract is cancelled, as well as all late payment charges on past due amounts. Customer may terminate this Contract, without penalty, if Customer moves out of the current EDU service territory or into an area where FES will charge a different price, by providing FES with a thirty (30) day written notice. *There will be a \$25 charge if Customer terminates this Contract for any other reason, except as expressly provided herein.*
6. **Contract Expiration.** Customer is responsible for arranging for its supply of electricity upon termination of this Agreement. If this Agreement is terminated prior to the end of 2008, if Customer has not selected another supplier, Customer will be returned to the Electric Utility and will be charged market price for its electric generation service from the Electric Utility as approved by the PUCO in Case No. 03-2144-EL-ATA.
7. **Service by EDU.** This Contract automatically terminates on the same date that electric service from the EDU is disconnected or discontinued. If this should occur, please contact FES to discuss Customer options.
8. **Dispute Procedures.** Contact FES with any questions concerning the terms of service by phone at 1-888-254-6359 (toll-free) M-F 7AM - 7PM EST or in writing at 395 Ghent Road, Attn: Contract Administration, Akron, OH 44333. Our web address is www.firstenergysolutions.com. Customers may call the PUCO if they are not satisfied after discussing the terms with FES at 1-800-686-PUCO (7828) (toll-free) or 614-466-3292 or for TDD/TTY toll-free at 1-800-886-1570 or 1-814-466-8180 from 8:00 am to 5:00 pm weekdays or in writing at 180 E. Broad Street, Columbus, OH 43215-3793 or visit the PUCO website at www.puco.ohio.gov. Customers may also call the Ohio Consumers' Counsel (OCC) toll free at 1-877-742-5622 from 8:30 am to 5:30 pm weekdays or visit the OCC website at www.pickocc.org.
9. **Customer Consent.** By choosing not to opt-out of Customer's community's program Customer understands and agrees to the terms and conditions of this Contract with FES. This Contract shall be considered executed by FES following the end of the 21 day opt-out period and the 7 day rescission period if Customer does not opt-out or, and subsequent acceptance by Customer's EDU.
10. **Miscellaneous.**

EDU may charge Customer switching fees.

Customer has the right to request from FES, twice within a 12 month period, up to 24 months of payment history, without charge. FES will not release Customer Social Security Number and/or account number(s) without Customer's written consent, except for purposes of commercial collection, credit reporting, participation in Universal Service Fund or assignment of a customer to another CRES provider.

An Environmental Disclosure Form has been included with this Contract.

FES may assign its rights to another, including any successor, in accordance with the rules and regulations of the PUCO.

By accepting this Contract, Customer is authorizing the EDU to provide FES with information about Customer account. This information includes, but is not limited to, billing history, historical and future usage, meter readings and types of service.

FES assumes no responsibility or liability for the following items that are the responsibility of the EDU: operation and maintenance of the EDU's electrical system, any interruption of service, termination of service, or deterioration of the EDU's service. In the event of a power outage, Customer should contact the EDU at the number specified by the EDU.

If Customer account information provided to FES by Customer is incorrect, FES reserves the right to reprice the applicable account(s) or terminate the contract.
11. **Warranty.** FES warrants title and the right to all electricity sold hereunder. THE WARRANTIES SET FORTH IN THIS PARAGRAPH ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

Environmental Disclosure Information																																														
FirstEnergy Solutions Corp.																																														
Projected Data for the 2007 Calendar Year																																														
Generation Resource Mix - A comparison between the sources of generation used to produce this product and the historic regional average supply mix.	<table><caption>Supplier's Product</caption><tr><th>Source</th><th>Percentage</th></tr><tr><td>Hydro</td><td>1%</td></tr><tr><td>Nuclear</td><td>23%</td></tr><tr><td>Coal</td><td>68%</td></tr><tr><td>Unknown</td><td>8%</td></tr></table> <table><caption>Regional</caption><tr><th>Source</th><th>Percentage</th></tr><tr><td>Natural Gas</td><td>4%</td></tr><tr><td>Hydro</td><td>1%</td></tr><tr><td>Nuclear</td><td>16%</td></tr><tr><td>Oil</td><td>1%</td></tr><tr><td>Biomass</td><td>1%</td></tr><tr><td>Coal</td><td>77%</td></tr></table>	Source	Percentage	Hydro	1%	Nuclear	23%	Coal	68%	Unknown	8%	Source	Percentage	Natural Gas	4%	Hydro	1%	Nuclear	16%	Oil	1%	Biomass	1%	Coal	77%	<table><tr><td>Biomass Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Coal Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Hydro Power</td><td>Wildlife Impacts</td></tr><tr><td>Natural Gas Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Nuclear Power</td><td>Radioactive Waste</td></tr><tr><td>Oil Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Other Sources</td><td>Unknown Impacts</td></tr><tr><td>Solar Power</td><td>No Significant Impacts</td></tr><tr><td>Unknown Purchased Resources</td><td>Unknown Impacts</td></tr><tr><td>Wind Power</td><td>Wildlife Impacts</td></tr></table>	Biomass Power	Air Emissions and Solid Waste	Coal Power	Air Emissions and Solid Waste	Hydro Power	Wildlife Impacts	Natural Gas Power	Air Emissions and Solid Waste	Nuclear Power	Radioactive Waste	Oil Power	Air Emissions and Solid Waste	Other Sources	Unknown Impacts	Solar Power	No Significant Impacts	Unknown Purchased Resources	Unknown Impacts	Wind Power	Wildlife Impacts
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Air Emissions - A comparison between the air emissions related to this product and the regional average air emissions.	<table><tr><th>Type:</th><th>Quantity:</th></tr><tr><td>High-Level Radioactive Waste</td><td>0.0038</td></tr><tr><td>Low-Level Radioactive Waste</td><td>0.0001</td></tr></table> <p>Lbs./1,000 kWh Ft³/1,000 kWh</p>	Type:	Quantity:	High-Level Radioactive Waste	0.0038	Low-Level Radioactive Waste	0.0001	<p>Note: The generation of this product involves the use of 8% of Unknown Purchased Resources. The air emissions and radioactive wastes associated with these unknown resources are not included in these charts.</p>																																						
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With in-depth analysis, the environmental characteristics of any form of electric generation will reveal benefits as well as costs. For further information, contact FirstEnergy Solutions Corp. at www.fes.com (click on "More FirstEnergy" at the bottom of the home page) or by phone at 1-877-524-7283.