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Oct 6, 2009

Ms. Renee J. Jenkins
Director, Administrative Department
Secretary to the Commission
Docketing Division
Public Utilities Commission of Ohio
180 East Broad Street
Columbus, Ohio 43215-3793

RECEIVED-DOCKETING DIV
2009 OCT -7 AM 10:31
PUCO

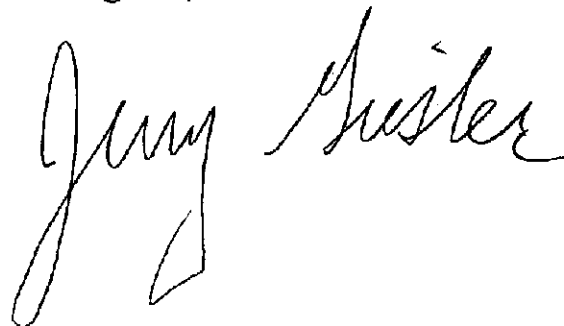
Dear Ms. Jenkins,

*Re: Direct testimony of Gerald Giesler
Case No. 07-498-EL-CSS
Gerald Giesler v. The Toledo Edison Company*

Enclosed for filing, please find 10 copies of direct testimony of Gerald Giesler. Please file the enclosed direct testimony.

Thank you. If you have any questions, I can be contacted at 419-855-8308.

Regards,



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 JBH Date Processed 10/7/09

BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the
Complaint of Gerald Giesler

vs.

Case No. 07-498-EL-CSS

Toledo Edison Company

Direct Testimony of Gerald Giesler , 10/5/2009

RECEIVED-DOCKETING DIV
2009 OCT -7 AM 10:31
PUCO

Question 1. Would you state your name and address?

Answer 1. Gerald Giesler, 16454 Yeasting Rd., Elmore, Ohio

Question 2. What is your background, education, occupation, etc.?

Answer 2. I grew up on a farm. I graduated from Woodmore High School in Elmore. I went to night school full time for a year to learn auto mechanics while working full time in a fabrication shop. I then went to work as a mechanic and became certified in 1975. In 1978 I changed vocations and got into an apprenticeship program for tool & die. I received my journeyman's card in 1982. I worked for several machine shops and in 1989 I started my own shop in my garage. I went full time in 1990 and took on a partner in 1992. I am now president of Riverside Machine & Automation, Inc. in Genoa, Ohio. We employ around 50 people. Before the recession we employed over 70.

Question 3. Do you own and operate a wind turbine that is interconnected with Toledo Edison?

Answer 3. Yes.

Question 4. What made you decide to buy and put up a wind turbine?

Answer 4. It is something that I have been wanting to do for years. I liked the idea of being able to use the wind to reduce my electric bills.

Question 5. What type of wind turbine did you put up?

Answer 5. I put up a rebuilt Jacobs 17.5 kw wind turbine on a 120 ft. tower.

Question 6. Why did you choose this particular type?

Answer 6. I chose this turbine because it is considered the Cadillac of residential type wind turbines. It is built rugged and it should be able to produce around the same amount of electricity that I use in a year's time. I chose a rebuilt turbine because it cost less than new. I did not receive any grant money to put this turbine up.

Question 7. When did you install this wind turbine?

Answer 7. I bought and started construction of the wind turbine in June of 2005. I started operating it in Nov of 2005.

Question 8. Did you contact Toledo Edison about getting a net metering agreement in place?

Answer 8. First I contacted Paul Gerber with First Energy in Akron.

Question 9. Why did you contact Mr. Gerber?

Answer 9. I was given his name by another individual who had just gone through the process of putting up a wind turbine and getting a net metering agreement with Toledo Edison.

Question 10. When did you contact Mr. Gerber?

Answer 10. I contacted him in mid to late June of 2005.

Question 11. Did Mr. Gerber help you to get the net metering agreement that you were wanting?

Answer 11. Yes, Paul sent me the paperwork that I needed to fill out and send in along with a check for \$250 for the application fee.

Question 12. When did you send this paperwork and your check?

Answer 12. I sent it in on June 27, 2005. *(copy of check attached)*

Question 13. Did you receive a net metering agreement from Toledo Edison then?

Answer 13. I did. However, about a week after I sent in my application for net metering, I received a call from Paul Gerber. He told me that he had received my application and the check for the \$250 fee, but he said that I also needed to apply for an interconnection agreement along with the net metering agreement.

Question 14. So did you apply for an interconnection agreement then as well?

Answer 14. Yes. I filled that paperwork out and sent it off right away.

Question 15. You said "right away". Can you tell us when you sent that application?

Answer 15. I sent it on July 6, 2005. *(copy attached)*

Question 16. How much time elapsed from the date that you sent the net metering application and application fee and the date that you sent the application for an interconnection agreement?

Answer 16. 9 days.

Question 17. Why didn't you send the application for an interconnection agreement at the same time as the application for net metering?

Answer 17. I was not as informed then as I am now. I didn't realize that you had to have an interconnection agreement in place in order to have a net metering agreement.

Question 18. You stated in your answer to question 10 that you did receive a net metering agreement from Toledo Edison. When did you receive it?

Answer 18. I received 2 copies of it in the mail in late Sept of 2005. The cover sheet instructed me to sign both copies and send them back. I received my copy signed by Toledo Edison in early Oct of 2005. (copy attached)

Question 19. Did you receive your signed interconnection and net metering agreements before you put your wind turbine in operation?

Answer 19. Yes.

Question 20. Did anyone from Toledo Edison contact you about changing your electric meter?

Answer 20. Yes. I wasn't home, but my wife, Robin told me that a fellow from Toledo Edison, named Pete Lungalow was out to our place to look things over. I think he gave her a business card and instructed her to tell me to contact him about changing our electric meter.

Question 21. Did you contact him?

Answer 21. Yes, I think I called him a day or 2 later. To the best of my memory, he said that I should contact him when we were ready to put the wind turbine in operation, so they would know when to come out to change the meter.

Question 22. When did you contact him about changing the meter?

Answer 22. I believe it was in early Nov of 2005.

Question 23. When did they come out and change the meter?

Answer 23. I believe it was around Nov 11, 2005.

Question 24. Did you ask Toledo Edison for the different meter?

Answer 24. No.

Question 25. Did Toledo Edison charge you anything for the different meter?

Answer 25. No.

Question 26. What is the difference between the meter that you had originally and the different meter that they installed in Nov of 2005?

Answer 26. My original meter was a standard mechanical kwh meter that had just one reading. The new meter that they installed is a digital type meter that has 2 separate readings, one reading tells how many kwh's are pulled off of the grid, the second reading tells how many kwh's are fed into the grid.

Question 27. Do you know if your original meter was capable of running backwards?

Answer 27. Yes. I heard from Toledo Edison's meter man, a Mr. Vallejo, that the original meter was capable of running backwards.

Question 28. You stated earlier that you started operating your wind turbine in Nov of 2005. Can you tell us the date that you started it up?

Answer 28. Yes. I will never forget the date because we started it on the evening of Nov 15, 2005 which was my 50th birthday. The wind was howling and I was able to see right away what the turbine was capable of producing.

Question 29. Once you had the turbine up and running, did you have any problems at all with Toledo Edison?

Answer 29. Initially, no I did not. However, after not receiving my monthly statement from them for over 2 months, I contacted them. I talked to Rich Reineck, I believe in Feb of 2006. I asked why I had not received any statements in the mail.

Question 30. What did Mr. Reineck tell you?

Answer 30. He told me that the billing department was having some problems with my statements and that they would get them out soon. He also told me not to worry because he said that I didn't owe any money.

Question 31. Did you finally receive your statements in the mail?

Answer 31. Yes. I received a larger than usual envelope from Toledo Edison in early March of 2006. In the envelope were statements for 3 months.

Question 32. Once you received your statements, did you agree with them?

Answer 32. I studied them a while to try to figure out how much credit they were giving me for the excess electricity that my turbine was producing. The statements were hard to follow, so I figured that I would wait for the next month's statement to see if I could see a pattern.

Question 33. When you received the following month's statement, did the statements become more clear or understandable to you?

Answer 33. Yes. I was able to see that Toledo Edison was giving me about 2 cents per kwh for the excess electricity that was produced.

Question 34. Were you satisfied that the statements were correct?

Answer 34. I was satisfied that the meter readings looked OK. But I thought that the credit amount was wrong. I was lead to believe that I would be credited with the same amount per kwh that I was paying for the generation component portion of my bill. In other words, when I needed to buy electricity from Toledo Edison, I would pay about 4.9 cents per kwh for the generation component only on my statement. I assumed that, with the way the net metering rules were written, I would receive the same rate when I produced more than I used.

Question 35. Did you talk to anyone at Toledo Edison about this?

Answer 35. Yes I did. They told me that Toledo Edison's generation rate was about 2 cents per kwh. They further explained to me that the generation component is made up of a number of charges, including the Rate Stabilization Charge, a fuel cost recovery charge, and some other small charges that I can't recall. I argued that these were all part of the generation component that the net metering rules referred to, but it was to no avail.

Question 36. Do you remember who you talked to at Toledo Edison?

Answer 36. I know that I talked to Rich Reineck and I talked to at least one other person. I do not recall any other names anymore. It has been about 3 and a half years since I first talked to them about this.

Question 37. Did you talk to anyone else about the credit issue?

Answer 37. I believe that I talked to someone at the PUCO about it, but there again it has been so long ago that I can't say for sure who it was. I think it was a fellow named Duane Roberts but I'm not sure.

Question 38. Did you file a formal complaint with the PUCO.

Answer 38. No, I did not at that time. It was not like we were talking about a lot of money. It probably wouldn't have added up to more than \$200-\$300 per year and it seemed like a lot of horsing around for that amount of money.

Question 39. Did you have any other issues with Toledo Edison about your wind turbine?

Answer 39. Not until the spring of 2007. That is when I was contacted by Rich Reineck. He told me that they (Toledo Edison) wanted to come out to my house and test my wind turbine to see if there were any safety issues as far as it feeding into the grid if the power failed.

Question 40. Did they come out and test your turbine?

Answer 40. Yes. On April 3, 2007, Rich Reineck, and 2 other Toledo Edison employees came to my house and performed the test.

Question 41. What were the results of the test?

Answer 41. They were satisfied that the turbine did not pose a safety risk to their linemen, because the turbine did what it was supposed to do. It stopped making power as soon as the power was disconnected.

Question 42. Did Toledo Edison give you any written copy of the results of the test?

Answer 42. No, they did not. Even after I requested it, they would not give me anything in writing.

Question 43. Were you told by Toledo Edison to shut down your wind turbine?

Answer 43. Yes. About a week or 2 after they came out to test the turbine, Rich Reineck called me and told me that they wanted me to disconnect my wind turbine.

Question 44. What did you say to Rich Reineck?

Answer 44. I told him that I had a signed interconnection agreement with Toledo Edison and that I would have to see something in writing before I would consider disconnecting my turbine. I asked Rich what could they do to force me to shut down my turbine.

Question 45. What did Mr. Reineck tell you?

Answer 45. He told me that if it came down to it, that they could disconnect my service completely.

Question 46. Did Toledo Edison disconnect your service?

Answer 46. No, they did not.

Question 47. Did Toledo Edison send you anything in writing, telling you to shut down your turbine?

Answer 47. Yes. A week or two later, I received a letter in the mail from a Bruce Remmell, instructing me to disconnect my wind turbine. (letter attached)

Question 48. Did you disconnect your turbine at that time?

Answer 48. No, I did not. The same day that I received the letter, I received a phone call from an attorney named Kathy Kolich from First Energy in Akron. She told me that they had approved my interconnection agreement by mistake and that I needed to shut my turbine down until it could be tested. I asked her if she was aware that Toledo Edison had already tested the turbine earlier in the month. She said that she was not aware of that. We exchanged a few phone calls over a couple of days and then she (Kathy Kolich) told me that I could run it temporarily until the "proper testing" could be done.

Question 49. Did Kathy Kolich give you permission in writing, saying that you could operate your turbine on a temporary basis?

Answer 49. Yes, she did. (letter attached)

Question 50. What prompted you to file a formal complaint against Toledo Edison with the PUCO?

Answer 50. I was already not happy with the way Toledo Edison was handling the credit issue. But after the way things were going with Toledo Edison trying to get me to shut down my turbine, after I went through the process as required to get the proper agreements in place, I figured it was time to take some action. I had a lot of my time and money invested in this project, and the turbine was doing what I intended it to do. My electric bills were nonexistent in the winter and they were reduced in the warmer months. I felt like Toledo Edison or more likely, First Energy, was doing everything they could to discourage people like me from investing in residential renewable energy projects to reduce their dependence on the utility companies.

1242

DATE JUNE 27, 2005

PAY TO THE
ORDER OF _____

PAY TO THE ORDER OF FIRST ENERGY CORP \$ 250.00
TWO HUNDRED FIFTY DOLLARS



www.skyfi.com

Bank

MEMO

NET METERING APPL. FEE

Beard Foster

04 12047131031005936 1242 0000025000

Date 08-03-2005 Sequence 4079773140 DbCr D Account 1031005936 Amount 250.00 Check 1242 TR 41204713 Trancode 0
NonPostFlag Pattern 2 Run 5 Batch 106 Pocket 0 DistCode 1 Branch ApplD 6 EndPoint 0 Teller 0

ANSWER 12

7 S U - 2 08/02/05 02176 0090

PAK DES 44
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4079773140

PO BOX 8106

08 03 2005

ANSWER 15

APPLICATION FOR INTERCONNECTION AND PARALLEL OPERATION WITH THE COMPANY'S DISTRIBUTION SYSTEM

Return Completed Application to:

FirstEnergy Corporation
Paul Gerber
12th Floor
76 South Main Street
Akron, OH 44308
(330) 384-5356

Customer's Name: Gerald Giesler
Address: 16454 W. Yeasting Rd. Elmore, Ohio 43416
Contact Person: Jerry Giesler (SAME AS ABOVE)
Telephone Number: DAY 419-855-8308
Service Point Address: SAME AS ABOVE
Information Prepared and Submitted By: SAME AS ABOVE
(Name and Address)

The following information shall be supplied by the Customer or Customer's designated representative. All applicable items must be accurately completed in order that the Customer's generating facilities may be effectively evaluated for interconnection with the Company's Distribution System.

GENERATOR

Number of Units: 2
Manufacturer: WIND TURBINE INDUSTRIES
Type (Synchronous, Induction, or Inverter): SYNCHRONOUS
Fuel Source Type (Solar, Natural Gas, Wind, etc.): WIND

Kilowatt Rating (95 F at location): 17.5
Kilovolt-Ampere Rating (95 F at location): 25
Power Factor: .95 @ FULL LOAD
Voltage Rating: 240 VAC
Ampere Rating: 125
Number of Phases: 1
Frequency: 60 Hz
Do you plan to export power: ☒ Yes ☐ No

If Yes, maximum amount expected: 5,000 KWH/YEAR

Expected Energizing and Start-up Date: SEPT 1, 2005

Normal Operation of Interconnection: (examples: provide power to meet base load, demand management, standby, back-up, other) (please describe) PROVIDE POWER TO MEET BASE LOAD

Application Fee \$ _____ Checks may be made payable to _____ Company.

ALREADY SENT

One-line diagram attached: X Yes

Have testing results been supplied to the Company documenting conformance with the Company's technical requirements: X Yes [Note: Requires a Yes for complete Application.]

Have the generator Manufacturer machine characteristics been supplied to the Company? X Yes [Note: Requires a Yes for complete Application.]

Layout sketch showing lockable, "visible" disconnect device: X Yes

Application fee: _____ Yes \$ _____ Checks are payable to _____ at _____

DATE: 7/6/05

[CUSTOMER NAME]

Aurald Miesler
(Signature)

By:

Title:

ANSWER 15
PAGE 2

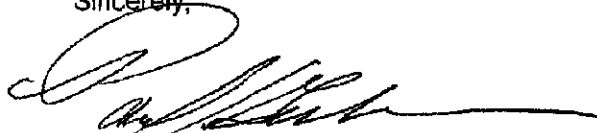
October 14, 2005

Mr. Gerald Giesler
16454 W. Yeasting Rd.
Elmore, OH 43416

Dear Mr. Giesler:

Enclosed please find a copy of the signed Interconnection Agreement for the wind turbine installation for your account. This is a copy for your records. There will be a change of the meter for the account. This change typically requires a short interruption to the service. We appreciate your understanding during the interruption.

Sincerely,



Paul E. Gerber, PE
Energy Delivery,
Planning and Protection

mj
Encl.

ANSWER 18

INTERCONNECTION AGREEMENT

This Interconnection Agreement ("Agreement") is made and entered into this th 11 day of October, 2005, by The Toledo Edison Company, ("Company"), and Gerald Giesler, ("Customer"), residential owner [specify whether corporation, and if so name state, municipal corporation, cooperative corporation, or other], each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties". In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. **Scope of Agreement** -- This Agreement is applicable to conditions under which the Company and the Customer agree that one or more generating facility or facilities of 17.5 kW to be interconnected at 35 kV or less ("Facility or Facilities") may be interconnected to the Company's utility system, as described in the Company's Distribution Interconnection Tariff. The facility shall be 300kW or less and may not be used for exporting retail electricity to the Company's distribution system. This Agreement is not applicable to Wholesale transactions as defined by the Federal Energy Regulatory Commission (FERC).

2. **Establishment of Point(s) of Interconnection** -- Company and Customer agree to interconnect their Facility or Facilities at the locations specified in this Agreement, in accordance with Revised Code §4928.67, and the Uniform Electric Interconnection Standards (§4901:1-22-01, et seq.) of the Ohio Administrative Code (Rules) or any successor rule addressing interconnection standards, the Company's Distribution Interconnection Tariff and as described in Attachment A (the "Point(s) of Interconnection"). The Company and the Customer agree to follow those technical specifications included in the Company's Technical Specification Document.

3. **Responsibilities of Company and Customer** -- Each Party will, at its own cost and expense, operate, maintain, repair, and inspect, and shall be fully responsible for, Facility or Facilities which it now or hereafter may own unless otherwise specified on Attachment A. Customer shall conduct operations of its facility(s) in compliance with all aspects of the Interconnection Tariff and Rules, and Company shall conduct operations on its utility system in compliance with all aspects of the Interconnection Tariff and Rules, or as further described and mutually agreed to in the applicable Facility Schedule. The Customer shall, at its own expense, acquire and utilize the type of meter required by the Company for Interconnection. The Company shall install, operate and maintain such meter. Maintenance of Facilities or interconnection facilities shall be performed in accordance with industry standards. The Parties agree to cause their Facilities or systems to be constructed in accordance with safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, and Underwriters Laboratories, in effect at the time of construction. The Company and the Customer shall maintain their facilities in compliance with the U.S. Environmental Protection Agency (EPA) and the Ohio EPA standards.

Each Party covenants and agrees to design, install, maintain, and operate, or cause the design, installation, maintenance, and operation of, its distribution system and related Facilities and Units so as to reasonably minimize the likelihood of a disturbance, originating in the system of one Party, affecting or impairing the system of the other Party, or other systems with which a Party is interconnected. This Agreement does not constitute the availability of Transmission service for the Customer. Such Customer has the sole responsibility to apply and arrange for the availability of Transmission service.

This Agreement shall not alter the tariff under which the Customer is or shall be taking service unless otherwise agreed to by both Parties in writing as part of this Agreement.

The Customer shall provide the Company with proof of Insurance or other suitable financial instrument sufficient to meet its construction, operating and liability responsibilities pursuant to this Agreement.

Company will notify Customer if there is evidence that the Facility operation causes disruption or deterioration of service to other customers served from the same grid or if the Facility operation causes damage to Company's system. Notwithstanding Paragraph four (4) of this Agreement, the Customer shall reimburse the Company for any regulatory penalties assessed against the Company due to the negligence of the Customer or the failure of facilities for which the Customer has control and responsibility.

Customer will notify Company of any emergency or hazardous condition or occurrence with the Customer's Unit(s) which could affect safe operation of the system.

4. Limitation of Liability and Indemnification

- a. Neither Company nor Customer shall be liable to the other for damages for any act that is beyond such party's control, including any event that is a result of an act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, a curtailment, order, or regulation or restriction imposed by governmental, military, or lawfully established civilian authorities, or by the making of necessary repairs upon the property or equipment of either party.
- b. Notwithstanding Paragraph 4.a of this Agreement, Company shall assume all liability for and shall indemnify Customer for any claims, losses, costs, and expenses of any kind or character to the extent that they result from Company's negligence in connection with the design, construction, or operation of its facilities as described on Attachment A; provided, however, that Company shall have no obligation to indemnify Customer for claims brought by claimants who cannot recover directly from Company. Such indemnity shall include, but is not limited to, financial responsibility for: (a) Customer's monetary losses; (b) reasonable costs and expenses of defending an action or claim made by a third person; (c) damages related to the death or injury of a third person; (d)

damages to the property of Customer; (e) damages to the property of a third person; (f) damages for the disruption of the business of a third person. In no event shall Company be liable for consequential, special, incidental or punitive damages, including, without limitation, loss of profits, loss of revenue, or loss of production. The Company does not assume liability for any costs for damages arising from the disruption of the business of the Customer or for the Customer's costs and expenses of prosecuting or defending an action or claim against the Company. This paragraph does not create a liability on the part of the Company to the Customer or a third person, but requires indemnification where such liability exists. The limitations of liability provided in this paragraph do not apply in cases of gross negligence or intentional wrongdoing.

- c. Notwithstanding Paragraph 4.a of this Agreement, Customer shall assume all liability for and shall indemnify Company for any claims, losses, costs, and expenses of any kind or character to the extent that they result from Customer's negligence in connection with the design, construction or operation of its facilities as described on Attachment A; provided, however, that Customer shall have no obligation to indemnify Company for claims brought by claimants who cannot recover directly from Customer. Such indemnity shall include, but is not limited to, financial responsibility for: (a) Company's monetary losses; (b) reasonable costs and expenses of defending an action or claim made by a third person; (c) damages related to the death or injury of a third person; (d) damages to the property of Company; (e) damages to the property of a third person; (f) damages for the disruption of the business of a third person. In no event shall Customer be liable for consequential, special, incidental or punitive damages, including, without limitation, loss of profits, loss of revenue, or loss of production. The Customer does not assume liability for any costs for damages arising from the disruption of the business of the Company or for the Company's costs and expenses of prosecuting or defending an action or claim against the Customer. This paragraph does not create a liability on the part of the Customer to the Company or a third person, but requires indemnification where such liability exists. The limitations of liability provided in this paragraph do not apply in cases of gross negligence or intentional wrongdoing.

- d. Company and Customer shall each be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective sides of the point of delivery. The Company does not assume any duty of inspecting the Customer's lines, wires, switches, or other equipment and will not be responsible therefor. Customer assumes all responsibility for the electric service supplied hereunder and the facilities used in connection therewith at or beyond the point of delivery, the point of delivery being the point where the electric energy first leaves the wire or facilities provided and owned by Company and enters the wire or facilities provided by Customer.
- e. For the mutual protection of the Customer and the Company, only with Company prior authorization are the connections between the Company's service wires and the Customer's service entrance conductors to be energized.

5. **Right of Access, Equipment Installation, Removal & Inspection** - The Parties shall provide each other such easements and/or access rights as may be necessary for either Party's performance of their respective operational obligations under this Agreement; provided that, notwithstanding anything stated herein, a Party performing operational work within the boundaries of the other Party's facilities must abide by the rules applicable to that site.

6. **Disconnection of Unit** - Customer retains the option to disconnect from Company's utility system. Customer will notify the Company of its intent to disconnect by giving the Company at least thirty days' prior written notice. Such disconnection shall not be a termination of the agreement unless Customer exercises rights under Section 7.

Customer shall disconnect Facility from Company's system upon the effective date of any termination under Section 7.

Subject to Commission Rule, for routine maintenance and repairs on Company's utility system, Company shall provide Customer with seven business days' notice of service interruption.

Company shall have the right to suspend service in cases where continuance of service to Customer will endanger persons or property. During the forced outage of the Company's utility system serving customer, Company shall have the right to suspend service to effect immediate repairs on Company's utility system, but the Company shall use its best efforts to provide the Customer with reasonable prior notice.

7. **Effective Term and Termination Rights** -- This Agreement becomes effective when executed by both parties and shall continue in effect until terminated. The agreement may be terminated for the following reasons: (a) Customer may terminate this Agreement at any time, by giving the Company sixty days' written notice; (b) Company may terminate upon failure by the Customer to generate energy from the Facility in parallel with the Company's system within twelve months after completion of the interconnection; (c) either party may terminate by giving the other party at least sixty days prior written notice that the other Party is in default of any of the material terms and conditions of the Agreement, so long as the notice specifies the

basis for termination and there is reasonable opportunity to cure the default; or (d) Company may terminate by giving Customer at least sixty days notice in the event that there is a material change in an applicable rule or statute.

8. **Governing Law and Regulatory Authority** -- This Agreement was executed in the State of Ohio and must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof. This Agreement is subject to, and the parties' obligations hereunder include, operating in full compliance with all valid, applicable federal, state, and local laws or ordinances, and all applicable rules, regulations, orders of, and tariffs approved by, duly constituted regulatory authorities having jurisdiction.

9. **Amendment** -- This Agreement may be amended only upon mutual agreement of the Parties, which amendment will not be effective until reduced to writing and executed by the Parties.

10. **Entirety of Agreement and Prior Agreements Superseded** -- This Agreement, including Attachment A, which is expressly made a part hereof for all purposes, constitutes the entire agreement and understanding between the Parties with regard to the interconnection of the facilities of the Parties at the Points of Interconnection expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof not set forth or provided for herein. This Agreement replaces all prior agreements and undertakings, oral or written, between the Parties with regard to the subject matter hereof, including without limitation _____ [specify any prior agreements being superseded], and all such agreement and undertakings are agreed by the Parties to no longer be of any force or effect. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein, which agreements are unaffected by this Agreement.

11. **Notices** -- Notices given under this Agreement are deemed to have been duly delivered if hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, to:

(a) If to Company:

Michael Barber
Director, Customer Support
Toledo Edison Company
300 Madison Ave
Toledo, OH

(b) If to Customer:

The above-listed names, titles, and addresses of either Party may be changed by written notification to the other, notwithstanding Section 10.

12. Invoicing and Payment --

- i) General. Within a reasonable time after the first day of each month, each Party shall prepare and deliver to the other Party an invoice for those reimbursable services provided to the other Party under this Agreement during the preceding month.
- ii) Invoice. Each invoice shall delineate the month in which the services were provided, shall fully describe the services rendered, and shall be itemized to reflect the services performed or provided.
- iii) Payment. The invoice shall be paid within twenty (20) calendar days of receipt. All payments shall be made in immediately available funds payable to the other Party, or by wire transfer to a bank named and account designated by the invoicing Party.
- iv) Disputes. Disputed amounts shall be paid on or before the invoice payment due date. In the event the dispute is resolved in favor of the Party disputing payment, the Party required to pay back disputed amounts shall, within thirty (30) days of resolution of the dispute, make payment with interest as calculated in accordance with Section 12.6.
- v) Waiver. Payment of an invoice shall not relieve the paying Party from any other responsibilities or obligations it has under this Agreement, nor shall such payment constitute a waiver of any claims arising hereunder.
- vi) Interest. Interest on any unpaid amounts shall be calculated in accordance with the methodology specified for interest on refunds by the Company's Rules and Regulations, filed and approved by the Public Utilities Commission of Ohio (PUCO). Interest on delinquent amounts shall be calculated from the due date of the bill to the date of payment.
- vii) Payment During Dispute. In the event of a billing dispute between the Company and the Customer, each Party shall continue to provide services and pay all invoices.
- viii) Collection Expenses. Neither Party shall be responsible for the other Party's costs of collecting amounts due under this Agreement, including attorney fees and expenses and the expenses of arbitration.

13. **Assignment** Each Party may assign this Agreement to any affiliated corporation, person, partnership, or other entity under the control of or having controlling interest in the assigning Party with the written consent of the other Party. Such consent shall not be withheld

without good cause shown and noticed to the assigning party in writing within thirty (30) days after the request for assignment.

14. **Confidentiality** Each Party recognizes and agrees that this Agreement, all attachments thereto, and all information relating to this Agreement marked by the other Party as confidential, constitutes proprietary confidential information. Each Party shall distribute such information only to those employees, or other persons under the control of the Party, on a need to know basis. Release of any confidential information shall constitute a material breach of this Agreement and the offended party may immediately terminate this Agreement. If a Court or Regulatory Agency of competent jurisdiction requires the release of any confidential information by either Party then such Party shall provide three (3) days written notice to the other party before making such release to allow the offended party to appear and challenge the release. If such release is required by a Court or Regulatory Agency within a period which does not permit three (3) days notice, the Party will provide such notice as is reasonable in the circumstances. A release pursuant to Court or Regulatory Agency order shall not constitute material breach except in the absence of the required notice.

15. **No Third-Party Beneficiaries** -- This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.

16. **No Waiver** -- The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties.

17. **Headings** -- The descriptive headings of the various articles and sections of this Agreement have been inserted for convenience of reference only and are to be afforded no significance in the interpretation or construction of this Agreement.

18. **Multiple Counterparts** -- This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective duly authorized representatives.

TOLEDO EDISON COMPANY

BY: Michael Barber

TITLE: DIRECTOR, CUSTOMER SUPPORT

DATE: 10/12/05

Gerald Giesler

BY: Gerald Giesler

TITLE: _____

DATE: SEPT 15, 2005

LIST OF FACILITY SCHEDULES AND POINTS OF INTERCONNECTIONFacility Schedule No.Name of Point of Interconnection

204

Giesler Residence

(Insert Facility Schedule number and name for each Point of Interconnection]

FACILITY SCHEDULE NO.

[The following information is to be specified for each Point of Interconnection, if applicable.]

1. Name: Gerald Giesler
2. Facility location: Elmore, Ohio
3. Delivery voltage: 12.47 kV
4. Metering (voltage, location, losses adjustment due to metering location, and other:
Standard
5. Normal Operation of Interconnection:
Parallel
6. One line diagram attached (check one): ___ Yes/ X No
7. Facilities to be furnished by Company:
Metering
8. Facilities to be furnished by Customer:
Lockable disconnecting device
9. Cost Responsibility:
10. Control area interchange point (check one): ___ Yes/ X No
11. Supplemental terms and conditions attached (check one): ___ Yes/ X No

TOLEDO EDISON COMPANY

[CUSTOMER NAME]

BY: Michael BarberBY: Gerald GieslerTITLE: DIRECTOR, CUSTOMER SUPPORT

TITLE: _____

DATE: 10/12/05DATE: SEPT 15, 2005

Net Energy Metering Rider – Application for Service

This application is for electric service under the Toledo Edison (Company) Net Energy Metering Rider for Gerald Giesler (Customer). The Customer qualifies for the Net Energy Metering Rider since its generator facility uses as its fuel either solar, wind, biomass, landfill gas, or hydropower or uses a microturbine, as defined in the Net Energy Metering Rider Tariff or a fuel cell which is located on the Customer's premises and operates in parallel with the Company's transmission and distribution systems and is intended primarily to offset part or all of the Customer's requirements for electricity.

The Customer-generator facility qualifies for the Rider as it is a wind turbine type generator, which is one of those qualifying facilities identified in the Rider and restated above. Total rated generating capacity of the Customer-generator facility is 17.5 kW. This capacity when aggregated with all customer-generators approved for this Net Energy Metering service less than one percent of the Company's aggregate customer peak demand in this state, as determined by the Company. The Customer has read the Net Energy Metering Rider and agrees to all terms and conditions, including those specified in the Company's Distribution Interconnection Tariff. Specifically, the Customer understands that a meter, that is capable of registering the flow of electricity in each direction, must be in service at the facility. If a meter is not in service with this capability, the Customer must submit in writing a request for the Company to acquire, install, maintain, and read an approved meter. All costs of this meter shall be borne by the Customer. If the Customer is billed on a demand based rate, the Customer shall be responsible for providing an operating, dedicated telephone line for metering purposes.

Requested By:

Gerald Giesler

Customer

Gerald Giesler

Authorized Signature

Approved By:

Michael Barber

Company

Rejected:

Company

Reason for Rejection

April 30, 2007

Mr. Gerald M. Giesler
16454 W Yeasting
Elmore, Ohio 43416

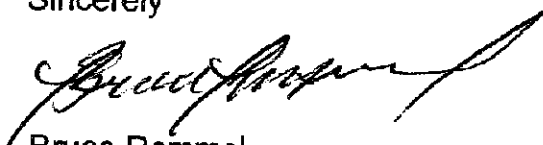
Dear Mr. Giesler:

In early September, 2005, The Toledo Edison Company authorized the interconnection of your wind turbine generator to Toledo Edison's electric system. Upon further review of our records, it has come to our attention that this authorization was done in error. Pursuant to State regulations, the inverter on your system must be tested in accordance with UL 1741 in order to qualify for the simplified interconnection review process. This testing is necessary so as to avoid harm to you and Toledo Edison workers and to preserve the integrity of Toledo Edison's system. Because these tests have yet to be performed, **your wind turbine generator must be immediately disconnected from Toledo Edison facilities** until it can be verified that your generator complies with IEEE 1547 which is the State approved, national standard for interconnection of generation to a utility's electrical distribution system. Attached is a copy of the Technical Requirements for Interconnection and Parallel Operation of Distributed Generation. This is a standard interconnection document that applies to all electric utilities in the State. Please note sections 1.2 and 1.6.

Before Toledo Edison can approve interconnection to its system, you must provide test results demonstrating that your generator complies with the necessary testing parameters. Generally, any required testing on a customer generator is to be done at the customer's cost. However, in an effort to make amends for any inconvenience our error may have caused you, Toledo Edison will reimburse you for any reasonable costs incurred by you for such tests, as well as any reasonable costs incurred to disconnect your generator (which we recommend be done by a trained professional familiar with your system), *provided* that you obtain pre-approval from Rich Reineck (419-249-4110), a Toledo Edison customer support representative, prior to the work being performed. Your system vendor should be able to either provide the necessary testing or direct you to someone who can.

Toledo Edison apologizes for its error and regrets any inconvenience it may have caused you. We look forward to working with you to rectify this matter as quickly as is reasonably possible.

Sincerely



Bruce Rimmel
Attachment

ANSWER 47

cc: RReineck

Kathy J. Kollch
Senior Attorney330-384-4580
Fax: 330-384-3875

May 4, 2007

Mr. Gerald Giesler
16454 W. Yeasting Road
Elmore, Ohio 43416

Dear Mr. Giesler:

Re: Temporary Operation of Wind Generator

As we discussed yesterday, I have ascertained from FirstEnergy engineers that, based on certain testing that they were able to perform on your wind generator, they have concluded that your generator, as currently configured, does not pose a significant risk of injury to FirstEnergy workers or damage to FirstEnergy's distribution system. Please note that these findings should not be relied upon by you for purposes of determining any risk of injury to you or anyone that interacts with your unit.

The Company's findings, however, do not resolve the matter in its entirety. As I explained, state regulations require that generating systems be precertified by a testing laboratory or, if not precertified, tested to ensure that the proposed generator meets certain testing parameters set forth in the regulations. FirstEnergy and its utilities are required to follow state regulations and, therefore, the Company cannot ignore the fact that the requisite test results have yet to be provided.

As I understand it, the Company prematurely approved the operation of your wind generator without first obtaining the required test results. As previously indicated in a letter to you from Mr. Bruce Rummel, such approval was done in error and the error must be corrected so as to bring your unit into compliance with state regulations. Given that the Company has determined that the operation of your unit will not pose a significant threat to either FirstEnergy employees or its system, FirstEnergy will allow you to operate, *at your own risk*, your wind generator; provided that you submit the necessary test results demonstrating that the unit complies with state regulations within the next sixty days. If such results are not provided within this time frame, FirstEnergy will be forced to require you to disconnect your wind generator until it can be demonstrated that the unit complies with state regulations.

ANSWER 49

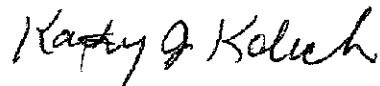
Mr. Gerald Giesler
Page 2
May 4, 2007

Company engineers have informed me that the dealer from whom you purchased your wind generator should either have the requisite test results, or should be able to perform the tests on your behalf. As indicated in Mr. Remmel's letter, FirstEnergy will reimburse you for any reasonable costs incurred consistent with the provisions set forth in that letter.

Mr. Giesler, as I tried to explain during our telephone conversation, FirstEnergy is not opposed to you operating your generator. However, the Company is bound by state regulations and must insist that its customers comply with them. While the Company is not legally obligated to allow operation of your unit prior to all regulations being met, the Company is trying to compromise in an effort to make amends for any inconvenience our initial error may have caused you. Further, FirstEnergy stands ready to assist you in achieving compliance with state regulations and, in fact, has attempted to obtain the necessary test results directly from the dealer or vendor. To date, such information has not been provided.

If you have any questions or difficulties in obtaining the necessary test results, feel free to call me at 330 384-4580, and I will direct you to the appropriate personnel within FirstEnergy.

Very truly yours,



Kathy J. Kolich

KJK:ls

c: B. C. Remmel
R M. Rennick

ANSWER 49

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