



The Public Utilities Commission of Ohio

20

| Original GAG Case Number | Version |
|--------------------------|-------------|
| 00 - 1915 -EL-GAG | August 2004 |

RENEWAL APPLICATION FOR GOVERNMENTAL AGGREGATORS

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

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

A. RENEWAL INFORMATION

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

Legal Name City of Toledo

Address 420 Madison Ave., Suite 100, Toledo, Ohio 43604-1219

PUCO Certificate # and Date Certified 00-0264(4) - 11/13/06

Telephone # (419) 245-1893 Web site address (if any) www.ci.toledo.oh.us

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

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

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

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PUCO

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 Leslie A. Kovacik
Title Senior Attorney
Business address 420 Madison Ave., Suite 100, Toledo, Ohio 43604-1219
Telephone # (419) 245-1893 Fax # (419) 245-1853
E-mail address (if any) leslie.kovacik@toledo.oh.gov

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

Name same as above
Title _____
Business address _____
Telephone # _____ Fax # _____
E-mail address (if any) _____

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

Customer Service address See attachment A-7
Toll-free Telephone # _____ Fax # _____
E-mail address (if any) _____

[Signature] Senior Attorney
Signature of Applicant & Title

Sworn and subscribed before me this 27th day of August, 2008 Year
Month _____

[Signature]
Signature of official administering oath

Joyce Anagnos, Sr. Atty.
Print Name and Title



JOYCE ANAGNOS
ATTORNEY AT LAW

Notary Public, State of Ohio

My Commission has no Expiration Date
Section 147.03 ORC

My commission expires on _____

AFFIDAVIT

State of Ohio :

Toledo ss.

(Town)

County of Lucas :

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

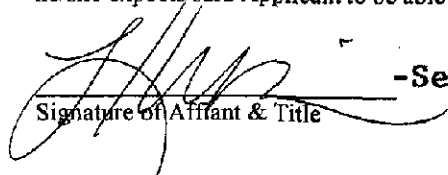
He/She is the **Sr. Attorney** (Office of Affiant) of **City of Toledo** (Name of Applicant);

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

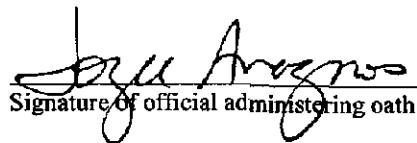
1. The Applicant herein, attests under penalty of false statement that all statements made in the application for certification renewal are true and complete and that it will amend its application while the application is pending if any substantial changes occur regarding the information provided in 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.

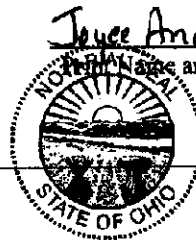
That the facts above set forth are true and correct to the best of his/her knowledge, information, and belief and that he/she expects said Applicant to be able to prove the same at any hearing hereof.

 -Senior Attorney
Signature of Affiant & Title

Sworn and subscribed before me this 27th day of August, 2008
Month Year


Signature of official administering oath

My commission expires on _____



Joyce Anagnos, Sr. A. My
Notary Name and Title

JOYCE ANAGNOS
ATTORNEY AT LAW
Notary Public, State of Ohio
My Commission has no Expiration Date
Section 147.03 CRC



EXHIBIT A-2

Question: Provide a copy of the authorizing ordinance.

Answer: The ordinance authorizing Toledo to operate an opt-out government aggregation was approved in 2000. It is attached hereto.

ORD. 594-00 Granting authority to the City of Toledo to establish a governmental electricity aggregation program with opt-out provisions pursuant to section 4928.20 of the Ohio Revised Code; directing the Lucas County Board of Elections to submit a ballot question to the electors of the City of Toledo; and declaring an emergency.

WHEREAS, the Ohio General Assembly enacted Senate Bill 3 which deregulates the delivery of electrical power to the ratepayers of Ohio commencing January 1, 2001; and

WHEREAS, the legislation permits a municipality to act as an aggregator of the retail electrical load within its borders and to purchase electrical power to supply that load on behalf of the municipality's ratepayers; and

WHEREAS, the aggregation of electrical load may enable Toledo to obtain the most favorable price for electric power that will benefit its citizens; and

WHEREAS, it is necessary to submit the question of whether the City of Toledo shall automatically aggregate and purchase electric power for the retail electric loads within the City to a vote of the electorate; and

WHEREAS, if the voters give authority to the City of Toledo to become an "opt-out" aggregator, Toledo City Council will adopt a plan of governance and commence an aggregate program should it be determined that such steps are in the best interest of the citizens of the City of Toledo; NOW, THEREFORE,

Be it ordained by the Council of the City of Toledo:

SECTION 1. That this Council declares its intention to act as an opt-out aggregator under the terms of Ohio Revised Code section 4928.20 under which the City will automatically enroll each person owning, occupying, controlling or using an electric load center within the city limits into the City's aggregation program and enter into service agreements to facilitate the sale and purchase of electric power for those loads.

SECTION 2. That the Lucas County Board of Elections is directed to submit to the electors of the City of Toledo at the next general election the question of whether or not the City of Toledo shall automatically aggregate and purchase electric power for the retail electric loads within the City pursuant to Ohio Revised Code section 4928.20.

SECTION 3. That if a majority of electors of the City of Toledo approve the measure giving the City authority to automatically aggregate and purchase electric power

for the retail electric loads within the City pursuant to Ohio Revised Code section 4928.20, then such automatic aggregation shall begin effective January 1, 2001.

SECTION 4. That notice of the adoption of this ordinance shall be given once by publishing the title of the ordinance and an abstract prepared and published in a newspaper of general circulation in the City.

SECTION 5. That the Clerk of Council is hereby directed to immediately certify a copy of this ordinance to the Lucas County Board of Elections.

SECTION 6. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including section 121.22 of the Ohio Revised Code.

SECTION 7. That this ordinance is declared to be an emergency measure and shall be in force and effect from and after its passage. The reason for the emergency lies in the fact that same is necessary for the immediate preservation of the public peace, health, safety and property and for the further reason of providing low cost, safe electrical power to the citizens of Toledo.

Vote on emergency clause: yeas 11, nays 0.

Passed: August 22, 2000, as an emergency measure: yeas 11, nays 0.

ATTEST:

MICHAEL J. BEAZLEY
Clerk of Council
Council

PETER UJVAGI

President of

Approved: August 23, 2000
CARLETON S. FINKBEINER
Mayor

EXHIBIT A-3

Question: Provide a copy of the operation and governance plan.

Answer: It is attached hereto.

August 25, 2008

CITY OF TOLEDO ELECTRIC AGGREGATION PROGRAM

PLAN OF OPERATION AND GOVERNANCE

For additional information contact:

Leslie Kovacik Ph: (419) 245-1893 * Fax (419) 245.1853
420 Madison Avenue, Suite 100, Toledo, Ohio 43604-1219
leslie.kovacik@toledo.oh.gov

Purpose

This aggregation plan has been developed in compliance with Ohio Revised Code section 4928.20 regarding governmental aggregation of electric service consumers.

Toledo's program will aggregate the retail electric loads of its residents to seek the best rates for the supply of generation power. The City's program may combine residential, commercial and industrial consumers into one or more buying pools. Participation in Toledo's Aggregation Program is voluntary. Any consumer has the opportunity to decline to participate and to stay with FirstEnergy.

Process

The process of governmental aggregation is set forth in Ohio Revised Code section 4928.20. Under these opt-out aggregation provisions, all eligible electric consumers within the City will be automatically included in a governmental aggregation program unless they opt out. All consumers are sent notifications advising them of the rates available under the City's program, as well as how to opt out should they choose not to participate. These consumers can opt out during the 21-day period and at any statutorily required opt-out by returning the opt-out notification.

Eligible customers are residents of the City of Toledo who are being served by FirstEnergy. Eligible customers exclude those on the Percentage of Income Program and others that may be defined as ineligible by the PUCO, as those ineligible customers are called out or excluded from the list of eligible customers generated and provided to the City by FirstEnergy. The City further reserves the right to exclude certain rate classes or groups, such as those that could clearly not save money under the program.

Toledo's Aggregation Program

The Departments of Public Utilities and Law will administer the City's Aggregation Programs. These Departments have expertise in the regulations and state law applicable to governmental aggregation, and considerable experience in contracting with marketers for energy services.

The aggregation program is designed to reduce the amount consumers pay for electric energy. Toledo will issue Requests for Proposal to Competitive Retail Electric Suppliers ("CRES") and negotiate a contract with the selected CRES to provide firm, all-requirements service to the members of the aggregation program.

Prior to the effective date of the program, notice will be sent to each potential participant disclosing the rates to be charged for electricity and other terms of the CRES supplier. Potential participants will be advised that they may opt out with no charge

during the 21-day period indicated in the notification. Those who opt out of the City's aggregation program during this initial notification period will remain with FirstEnergy.

Services

The Departments of Public Utilities and Law will provide the oversight, competitive procurement of services, regulatory approvals, accounting and fiscal management, contract maintenance, communications, program coordination and administrative support for the Toledo Aggregation Program using existing staff. If and when assistance is needed for specialized technical analysis, these Departments will retain the services of an experienced energy consultant.

The Northwest Ohio Aggregation Coalition

State law provides for the joining of municipalities for the purpose of consolidating efforts and expenses, and enlarging the size of a buying pool. To accomplish this, Toledo and its surrounding communities have formed the Northwest Ohio Aggregation Coalition ("NOAC"). NOAC is currently comprised of the following communities: Toledo, Maumee, Northwood, Oregon, Perrysburg, Sylvania, Holland, Lake and the unincorporated townships of Lucas County as represented by the Board of County Commissioners of Lucas County. NOAC represents approximately 470,000 residents. The coalition's representatives are municipality attorneys and/or elected officials.

NOAC's goal is not only to consolidate efforts and expenses, but also to act as a regional advocate at the PUCO for the ratepayers in Northwest Ohio. It is NOAC's ongoing objective to undertake all bidding and decision-making in a cooperative and unanimous fashion, while spreading out administrative costs among the participating members.

Funding

It is the City's goal to build all expenses for the program into the rate offered by the Supplier. Such expenses include the cost of printing and mailing notifications, and other administrative expenditures including consultant fees. The City's out of pocket expenses will be paid as necessary.

Notification

Potential participants will be sent an opt-out package containing the rates to be charged, contract terms and any other information required by the PUCO. Potential participants will have 21 days to opt out of the aggregation program without penalty. Additionally, an opt-out will be offered as often as statutorily required. Prominently stated on the

opt-out notice will be a toll-free number where residents can call to ask questions about the program or the offered rate(s).

Transferring customers

Once the opt-out period has ended, the City's supplier will upload the participant list to FirstEnergy who may then send out a 7-day right of rescission letter to those not opting out of the program. This rescission letter provides one last chance to remain with the utility. After seven days, those participating customers who did not respond to the rescission letter are switched over to the City's supplier.

Customer opt-out

Potential participants may opt out of Toledo's Aggregation Program at no charge within the 21-day period following the mailing of the opt-out notice. Customers who return the opt-out notification will remain with FirstEnergy. Additionally, an opt-out will be offered as often as statutorily required.

Customer opt-in

Consumers who do not participate in the program may potentially be able to opt into the program at a later time. Specific details on the timing and the process for this opting in will be negotiated with the supplier and dependant upon applicable rules and regulations in Ohio.

Disputes

The procedure for handling complaints and disputes will be handled in accordance with PUCO regulations. The PUCO and Ohio Consumers' Counsel are the designated advocates for ratepayers and accompanying concerns about a certified supplier. The telephone numbers for these two agencies will be included in the program's opt-out materials.

Termination of the Aggregation Program

The aggregation program may be terminated upon the natural expiration of the power supply contract without any extension, renewal or subsequent supply contract being negotiated. The program may also be terminated prior to the scheduled expiration for regulatory events or supplier default. Events such as these will cause participants to be returned to FirstEnergy. Depending on the circumstances, the statutory rules in effect and program terms and conditions, various market or standard service rates may apply to those returning customers. These variables will be explained in the opt-out notification.

Supplier Requirements

The City shall issue Requests for Proposal to CRES suppliers that will contain all *specific program requirements*. All generation supply and delivery obligations shall be conducted in accordance with applicable PUCO regulations.

Billing

FirstEnergy will continue to bill customers on behalf of itself and City's supplier, using an itemized format approved by the PUCO.

EXHIBIT A-4

Question: Provide a copy of the disclosures/opt-out form.

Answer: This information is dependant upon Toledo's given CRES contract and rate offered. Presently Toledo's CRES supplier until 12/31/08 for commercial aggregation customers is FirstEnergy Solutions. The last opt-out form sent to customers is attached.

When and if Toledo is able to offer another program the opt-out notice will change and that notice will be submitted to docketing.



Lake Township



November 19, 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 that 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. 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 through December 2008.

If you choose to remain as a member of this program, you are guaranteed to save 3 percent on your electric generation supply. This percentage discount will be deducted from the "generation shopping credit," that 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 off your bill if you switch to an alternative supplier, such as FirstEnergy Solutions.

The generation portion comprises about one-third of your bill and is the only component of Toledo Edison's electric system open to competition. Toledo Edison's other charges, such as those for transmission, transition, 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 December 10, 2007. If you do not opt out at this time, you will be enrolled in the program through December 2008. 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 that

includes FirstEnergy Solutions' charges. 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

SMALL BUSINESS

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

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

☐

(Check box to opt out.)

Service address (city, state, zip:) _____

Phone number: _____

Account holder's signature: _____ Date: _____

**Mail by December 10, 2007 to: Commercial Electric Government Aggregation Program, 395 Ghent Road,
Suite 408, Akron, Ohio 44333**

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

These terms and conditions together with the enrollment information constitute 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. 89-1212-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 1-888-254-8359 (toll-free) M-F 7AM - 7PM EBT 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 (7628) (toll-free) or 614-466-3292 or for TDD/TTY toll-free at 1-800-686-1570 or 1-614-466-2180 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 1-877-742-5822 from 8:30 am to 5:30 pm weekdays or visit the OCC website at www.pickos.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.

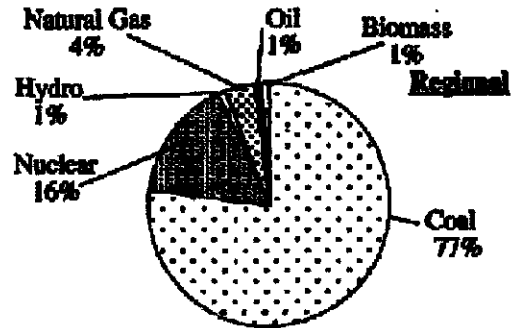
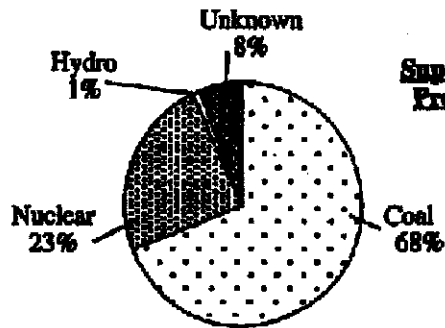
Environmental Disclosure Information

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.



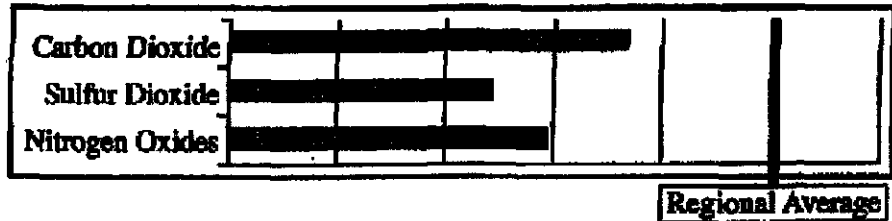
Environmental Characteristics -

A description of the characteristics associated with each possible generation resource.

| | |
|-----------------------------|-------------------------------|
| 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 |

Air Emissions -

A comparison between the air emissions related to this product and the regional average air emissions.



Radioactive Waste -

Radioactive waste associated with the product.

| Type: | Quantity: | |
|------------------------------|-----------|----------------------------|
| High-Level Radioactive Waste | 0.0038 | Lbs./1,000 kWh |
| Low-Level Radioactive Waste | 0.0001 | Ft ³ /1,000 kWh |

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.

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.

EXHIBIT A-7

Question: Applicant's address and toll-free number for customer service and complaints.

Answer: This information will be dependant upon Toledo's CRES supplier. Presently Toledo's CRES supplier until 12/31/08 for commercial aggregation customers is FirstEnergy Solutions. The contact information for customer service and complaints for FirstEnergy Solutions is 395 Ghent Road, Suite 413, Akron, Ohio 44333, 1.888.632.1314.

When Toledo changes CRES suppliers this contact information will change also and the new information will be reflected accordingly on the opt-out notifications sent to customers.