

FILE

City Of Sylvania

DEPARTMENT OF LAW
JAMES E. MOAN, DIRECTOR
LESLIE B. BRINNING, ASST. LAW DIRECTOR

RECEIVED-DOCKETING DIV

2008 DEC -8 PM 1:30

PUCO

Robert A. Pyzik, Chief Prosecutor
Michelle A. Wagner, Prosecutor

December 4, 2008

Public Utilities Commission of Ohio
Docketing Division, 13th Floor
180 E. Broad St.
Columbus, Ohio 43215-3793

Re: Certification Application for Governmental Aggregators
Case No. 00-2089-EL-GAG

Dear Sir or Madam:

Enclosed please find the City of Sylvania's Renewal Application for Governmental Aggregators. If you have any questions or require any additional information, please let me know.

Thank you for your attention to this matter.

Very truly yours,



James E. Moan
Director of Law
City of Sylvania

JEM/rb

Enclosures

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The Public Utilities Commission of Ohio

Original GAG Case Number	Version
-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 Sylvania

Address 6730 Monroe Street, Sylvania, OH 43560

PUCO Certificate # and Date Certified 00-400-633 last certified January 5, 2007

Telephone # (419) 824-7100 Web site address (if any) www.cityofsyvania.com

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

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

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

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

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


Name Mr. James E. Moan
Title Law Director
Business address 6730 Monroe Street, Sylvania, OH 43560
Telephone # (419) 824-7100 Fax # (419) 824-7201
E-mail address (if any) jimmoan@hotmail.com

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

Name Mr. James E. Moan
Title Law Director
Business address 6730 Monroe Street, Sylvania, OH 43560
Telephone # (419) 824-7100 Fax # (419) 824-7201
E-mail address (if any) jimmoan@hotmail.com

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

Customer Service address 6730 Monroe Street, Sylvania, OH 43560
Toll-free Telephone # _____ Fax # (419) 885-0546
E-mail address (if any) _____

 Director of Law
Signature of Applicant & Title

Sworn and subscribed before me this 4th day of December, 2008
Month Year

 Leslie B. Brinning, Assistant
Signature of official administering oath Director of Law

My commission expires on _____



LESLIE B. BRINNING
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

AFFIDAVIT

State of Ohio :

Sylvania ss.
(Town)

County of Lucas :

James E. Moran, Affiant, being duly sworn/affirmed according to law, deposes and says that:

He/She is the Director of Law (Office of Affiant) of City of Sylvania (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.

J. S. Mor Dir. of Law
Signature of Affiant & Title

Sworn and subscribed before me this 4th day of December 2006
Month Year

Leslie B. Brinning
Signature of official administering oath

Leslie B. Brinning, Asst. Dir. of Law
Print Name and Title

My commission expires on



LESLIE B. BRINNING
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

ORDINANCE NO. 56 -2000

AN ORDINANCE AUTHORIZING ALL ACTIONS NECESSARY TO EFFECT A GOVERNMENTAL ELECTRICITY AGGREGATION PROGRAM WITH OPT-OUT PROVISIONS PURSUANT TO SECTION 4928.20, OHIO REVISED CODE, DIRECTING THE LUCAS COUNTY BOARD OF ELECTIONS TO SUBMIT A BALLOT QUESTION TO THE ELECTORS; AND DECLARING AN EMERGENCY.

WHEREAS, the Ohio Legislature has enacted electric deregulation legislation ("Am. Sub. S.B. No. 3") which authorizes the legislative authorities of municipal corporations, townships and counties to aggregate the retail electrical loads located in the respective jurisdictions and to enter into service agreements to facilitate for those loads the purchase and sale of electricity; and,

WHEREAS, such legislative authorities may exercise such authority jointly with any other legislative authorities; and,

WHEREAS, governmental aggregation provides an opportunity for residential and small business customers collectively to participate in the potential benefits of electricity deregulation through lower electric rates which they would not otherwise be able to have individually; and,

WHEREAS, this Council seeks to establish a governmental aggregation program with opt-out provisions pursuant to Section 4928.20, Ohio Revised Code (the "Aggregation Program"), for the residents, businesses and other electric consumers in the City and in conjunction jointly with any other municipal corporation, township, county or other political subdivision of the State of Ohio, as permitted by law.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Sylvania, Lucas County, Ohio, 5 members elected thereto concurring:

SECTION 1. This Council finds and determines that it is in the best interest of the City, its residents, businesses and other electric consumers located within the corporate limits of the City to establish the Aggregation Program in the City. Provided that this Ordinance and the Aggregation Program is approved by the electors of the City pursuant to Section 2 of this Ordinance, the City is hereby authorized to aggregate in accordance with Section 4928.20, Ohio Revised Code, the retail electrical loads located within the City, and, for that purpose, to enter into service agreements to facilitate for those loads the sale and purchase of electricity. The City may exercise such authority jointly with any other municipal corporation, township or county or other political subdivision of the State of Ohio to the full extent permitted by law. The aggregation will occur automatically for each person owning, occupying, controlling, or using an electric load center proposed to be aggregated and will provide for the opt-out rights described in Section 3 of this Ordinance.

SECTION 2. The Director of Law is hereby directed to negotiate with the Board of Elections of Lucas County the following ballot language or language substantially similar and, thereafter the Board of Elections is hereby directed to submit the agreed upon question to the electors of the City at the general election on November 7, 2000.

Shall the City of Sylvania have the authority to aggregate the retail electric loads located in the City, and for that purpose, enter into service agreements to facilitate for those loads the sale and purchase of electricity, such aggregation to occur automatically except where any person elects to opt out, all in accordance with Section 4928.20 of the Ohio Revised Code and Ordinance No. 56-2000 adopted by City Council.

The Clerk of this Council is instructed immediately to file a certified copy of this Ordinance and the proposed form of the ballot question with the County Board of Elections not less than seventy-five (75) days prior to November 7, 2000. The Aggregation Program shall not take effect unless approved by a majority of the electors voting upon this Ordinance and the Aggregation Program provided for herein at the election held pursuant to this Section 2 and Section 4928.20, Ohio Revised Code.

SECTION 3. Upon the approval of a majority of the electors voting at the special election provided for in Section 2 of this Ordinance, this Council individually or jointly with any other political subdivision, shall develop a plan of operation and governance for the Aggregation Program. Before adopting such plan, this Council shall hold at least two public hearings on the plan. Before the first hearing, notice of the hearings shall be published once a week for two consecutive weeks in a newspaper of general circulation in the City. The notice shall summarize the plan and state the date, time, and location of each hearing. No plan adopted by this Council shall aggregate the electrical load of any electric load center within the City unless it in advance clearly discloses to the person owning, occupying, controlling, or using the load center that the person will be enrolled automatically in the Aggregation Program and will remain so enrolled unless the person affirmatively elects by a stated procedure not to be so enrolled. The disclosure shall state prominently the rates, charges, and other terms and conditions of enrollment. The stated procedure shall allow any person enrolled in the Aggregation Program the opportunity to opt out of the program every two years, without paying a switching fee. Any such person that opts out of the Aggregation Program pursuant to the stated procedure shall default to the standard service offer provided under division (a) of Section 4928.14 or division (d) of Section 4928.35, Ohio Revised Code until the person chooses an alternative supplier.

SECTION 4. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted 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 5. That the Clerk of Council is hereby directed to post a copy of this Ordinance in the Office of the Clerk of Council in the Municipal Building pursuant to ARTICLE III, Section 12, of the Charter of this City.

SECTION 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that this Ordinance is required to be immediately effective in order to file a certified copy of this Ordinance and the proposed form of the ballot question with the Board of Elections of Lucas County not later than seventy-five (75) days prior to the November 7, 2000 election. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by this Charter.

Vote dispensing with the second and third readings: Yeas 5 Nays 0

Passed, June 19, 2000, as an emergency measure.

Read Backus
President of Council

ATTEST:

APPROVED AS TO FORM:


Margaret T. Ranch
Clerk of Council

James M. [Signature]
Director of Law

APPROVED:
[Signature]
Mayor
June 19, 2000
Date

I hereby certify that the foregoing is a true and exact copy of Ordinance/Resolution No. 56-2000 duly passed by the Council of the City of Sylvania, Ohio, at its meeting on 6/19/00
Clerk of Council Margaret T. Ranch (Ranch)

PROOF OF PUBLICATION BY POSTING
I hereby certify that the within, foregoing, above or attached, as the case may be, was published by posting a copy thereof in the office of the Clerk of Council of the City of Sylvania, Ohio, in the Sylvania Municipal Building for a period of not less than 15 days, to wit:
FROM 6-29-00 TO 7-24-00
Margaret T. Ranch 7-24-00
CLERK OF COUNCIL GRS



CITY OF SYLVANIA AGGREGATION PROGRAM

PLAN OF OPERATION AND GOVERNANCE

For additional information contact:

James E. Moan
4930 Holland-Sylvania Road
Sylvania, Ohio 43560
Telephone: (419) 882-7100
Fax: (419) 882-7201

"Exhibit A-3: Operation and Governance Plan"

Purpose

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

The City of Sylvania Aggregation Program ("Program") seeks to aggregate the retail electric loads of consumers located in the City to negotiate the best rates for the supply and distribution of electric power. It has the potential to combine 6,000 residential, commercial and industrial customers into a buying pool that will be very attractive to marketers. Participation in the City of Sylvania aggregation program is voluntary. Any individual has the opportunity to decline to be a member of the aggregation program and to remain on the Toledo Edison standard offer of service or to enter into a power supply contract with any competitive retail electric supplier.

Process

The process of governmental aggregation is set out in Ohio Revised Code Section 4928.20. The section defines two different types of aggregation that may be enacted by a governmental entity—opt-in aggregation and opt-out aggregation. Opt-in aggregation can occur only with the prior consent of each electric consumer. That is, the consumer must give its consent to be included in the governmental aggregation program. Under the opt-out aggregation provisions, all electric consumers within the City of Sylvania will be automatically included in the governmental aggregation program. However, such customers will be given prior notice entitling them to affirmatively elect not to be part of the governmental aggregation program. These customers can opt-out during a 30-day period at the beginning of the program without paying a switching fee. A similar 30-day opt-out period will be offered every two years during which customers can leave the City's aggregation pool without paying a switching fee.

Sylvania's Aggregation Program

Sylvania's aggregation program will be administered by the Department of Public Service. The Department of Public Service currently administers the natural gas purchasing program that contracts for natural gas service to all of the City's facilities. The Department has expertise in the law and regulations applicable to the aggregation program and considerable experience in contracting with marketers for energy services.

The aggregation program is designed to reduce the amount consumers pay for electric energy. Sylvania will not buy and resell the power for the participants of the program. Instead, Sylvania will competitively bid and negotiate a contract with a competitive retail electric supplier to provide firm, all-requirements service to the members of the aggregation program. The contract will be for fixed price service to each class of customers at a rate that is lower than the standard offer from Toledo Edison. Once the contract has been negotiated, it will be submitted to Sylvania City Council for approval.

Once the contract has been approved, notice will be sent to each customer disclosing the rates to be charged for electricity and other terms of the contract with the competitive retail electric supplier. Customers will be advised in the notice that they may opt out of the program during a 30-day period following the mailing of the notification. Customers who opt out of the City's aggregation program during this initial notification period will remain on Toledo Edison's standard service offer unless and until the customer chooses an alternative power supplier.

Services

The Department of Public Service will provide technical analysis, competitive procurement of services, regulatory approvals, accounting and fiscal management, contract maintenance, communications, program coordination and administrative support for the Sylvania Aggregation Program using existing staff.

Funding

The primary expenses of the Sylvania Aggregation Program are expected to be publication of notices, written notification to customers, switching fees to Toledo Edison, regulatory fees and registration with the Public Utilities Commission of Ohio. Except, possibly, for the initial notification of customers, these expenses will be the responsibility of the marketer supplying services to the aggregation program. We anticipate that the startup costs will not exceed \$10,000.

Notification of Customers

Following the approval of the power supply contract by Sylvania City Council, the Department of Public Service will begin notifying customers of the rates to be charged to all participants in the Sylvania Aggregation Program. Notices will be sent out by (1) a notice included within the electric bill or by a separate mailing; (2) newspaper notices; and (3) public service announcements.

The notice shall inform customers that they have the right to opt out of the Sylvania Aggregation Program without penalty within 30 days after the mailing of the notice. In addition, the notice shall prominently state all charges to be applicable to service under the aggregation program including a comparison with the Toledo Edison standard offer. Finally, the notice will explain how to opt out of the City's aggregation program.

New customers moving into or within the pool will be notified in accordance with applicable state law and PUCO regulations.

Notification of Toledo Edison

At the same time that customers are being notified of the contract prices under the Sylvania Aggregation Program, the Department of Public Service or its selected power supplier shall notify Toledo Edison that the City has negotiated a contract with a competitive retail electric service provider to supply firm, all-requirements service to members of the Sylvania Aggregation

Program. Toledo Edison will be advised to prepare for the transfer of these customers from the standard service offer to the offer of the selected power supplier.

Activation of Customer Service

The City's marketer and Toledo Edison will identify those customers in the City currently receiving the standard offer or a special contract offer including PIPP (Percentage of Income Payment Plan) customers. Those customers who have not opted out, who have not renewed their special rate contracts and who are not on the PIPP will be transferred to the supplier selected by the City and enrolled over the period of one month. Toledo Edison shall notify each transferred customer of the transfer to the supplier of the Sylvania Aggregation Program with its last bill for standard offer service. Service under the new supplier shall begin at the start of the billing period following the transfer.

Customer Opt-out

Customers may opt out of the Sylvania Aggregation Program at no charge within a 30-day period following the mailing of the notice containing the rates and terms of the aggregation program. Customers who provide the required opt out notice will remain customers of Toledo Edison until such time as they select a different generation provider. A 30-day period in which customers can opt-out of the aggregation program without charge will be offered every two years.

Customer Opt-in

Customers who have left the Sylvania Aggregation Program or who have moved into the City may opt-in to the City's aggregation program at any time by contacting the City or its marketer.

Disputes

The producer for handling complaints and disputes will be facilitated by the energy marketer. The chosen marketer will obtain a toll-free number for customer related complaints. Dispute resolution provisions will be in accordance with PUCO regulations.

Termination of Power Supply Program

The power supply program may be terminated upon the termination or expiration of the power supply contract without any extension, renewal or subsequent supply contract being negotiated.

Each individual customer receiving power supply service under the Sylvania Aggregation Program will receive notification of the termination of the program 90 days prior to termination. In the event of termination, customers in the Sylvania Aggregation Program would either return to the Toledo Edison standard offer or choose an alternative supplier.

Rates

The Department of Public Service shall receive proposals from electric suppliers using a

competitive selection process. The request for proposals shall require the suppliers to offer a generation charge for each customer class, load grouping or other appropriate category that is lower than the standard offer from Toledo Edison. The prices to be charged to customers in the Sylvania Aggregation Program will be set by City Council after negotiations with the selected supplier.

Billing

Toledo Edison will continue to bill customers on behalf of itself and the marketer, using an itemized format approved by the PUCO.



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. 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 CREB provider until arrangements 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, Altic 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 (7626) (toll-free) or 614-466-3292 or for TDD/TTY toll-free at 1-800-686-1570 or 1-614-466-8180 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' Council (OCC) toll free at 1-877-742-5822 from 8:30 am to 6:30 pm weekdays or visit the OCC website at www.ohioconsumers.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 CREB provider.

An Environmental Disclosure Form has been included with this Contract.

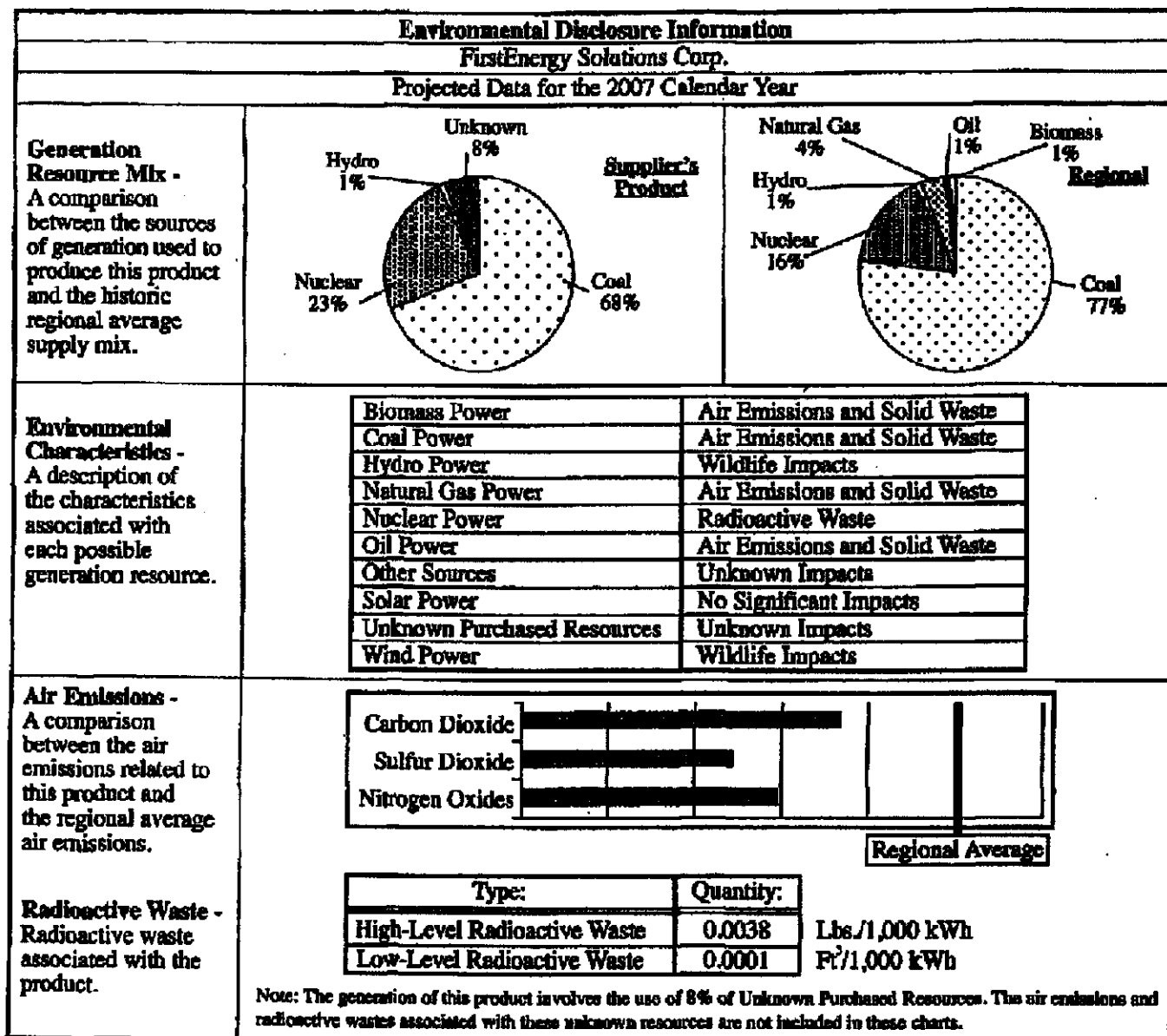
FES may assign its rights to another, including any successor, in accordance with the rules and regulations of the PUCO.

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.



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.