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PUCO

June 27, 2005

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

**Re: Opt-out Notices for; Cases 00-2089-EL-GAG; 00-2116-EL-GAG; 00-2212-EL-GAG; 00-2331-EL-GAG; 00-2383-EL-GAG; 00-2027-EL-GAG; 04-0038-EL-GAG**

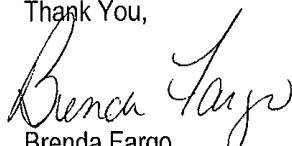
Dear Ms. Jenkins:

Please find enclosed the original and ten copies of the Supplemental Opt-out Aggregation Notice to be sent to new eligible residential customers in the Cities of **Maumee, Perrysburg, Sylvania and Northwood**, the **Village of Holland**, the unincorporated area of **Lucas County and Lake Township** on or after July 8, 2005, making the opt-out deadline July 29, 2005. Please docket this notice under the above case numbers.


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

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

Thank You,

  
Brenda Fargo  
FirstEnergy Solutions

enclosures

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business  
Technician  Date Processed JUN 28 2005



July 8, 2005

Dear Resident:

Your community, as a member of the Northwest Ohio Aggregation Coalition (NOAC), is providing you with the opportunity to join with other residents to save money on the electricity you use. Savings are possible through government aggregation, where local officials bring together citizens to gain group-buying power for the purchase of electricity from a Certified Retail Electricity Supplier, certified by the Public Utilities Commission of Ohio. NOAC is a group of nine communities who are working together to provide lower electric rates to their residents and businesses.

**You will be automatically enrolled in your community's 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 community has chosen FirstEnergy Solutions to provide group participants with electric generation through December 2005. Generation charges comprise about one-third of your bill and are the components of your electric system open to competition. Toledo Edison's charges for transmission and distribution comprise the remaining two-thirds of your bill. If you switch back to Toledo Edison at a later date, you may not be served under the same rates, terms and conditions that apply to other customers served by Toledo Edison.

Listed below are the eligible rate codes. Your rate code is located on your Toledo Edison bill:

<b>Electric Supply Prices for Residential Members of your Community's Government Aggregation Program</b>	
<b>Toledo Edison Rate</b>	<b>Price during the two-year agreement</b>
Rate TE-RS511F Rate TE-RS511D - General Residential Rates	4.357 cents per kilowatt-hour (\$0.04357/kWh)
Rate TE-RS518F Rate TE-RS518D - Residential Add-On Heat Pump	5.209 cents per kilowatt-hour (\$0.05209/kWh)
Rate TE-RS561F Rate TE-RS561D - Residential Optional Heating	4.256 cents per kilowatt-hour (\$0.04256/kWh)

If you are currently on a residential rate other than what is listed above, you are not eligible to participate in the electric aggregation program. Please contact FirstEnergy Solutions at the number on the next page if you feel you received this letter in error.

**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**

You have until July 29, 2005 to return the enclosed "opt-out" form if you wish to be excluded from the electric government aggregation program and remain a customer of Toledo Edison. If you don't opt out, you will begin to receive services from FirstEnergy Solutions as of August/September 2005, depending upon your meter read date.

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 home. You won't see any new poles or wires, and you will continue to receive a single, easy-to-read bill from your electric operating company with your FirstEnergy Solutions charges included. You can even receive and pay your bill online via [www.firstenergycorp.com](http://www.firstenergycorp.com), free of charge.

If you have any questions, call our knowledgeable staff at FirstEnergy Solutions, toll-free at 1-866-636-3749, Monday through Friday, 8 a.m. to 5 p.m. Please do not call your community with any government aggregation program inquiries.

Sincerely,  
Your Local Officials

*P.S. Remember to return the opt-out form only if you do not want to participate in your community's electric aggregation program.*

**OPT-OUT FORM – NOAC ELECTRIC GOVERNMENT AGGREGATION PROGRAM**

**RESIDENT**

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

**I wish to opt out of the Electric Government Aggregation Program.** ☐ **(Check box to opt out.)**

Service address (city, state, zip:) \_\_\_\_\_

Phone number: \_\_\_\_\_

Account holder's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Mail by July 29, 2005 to: Northwest Ohio Aggregation Coalition (NOAC) Electric Government Aggregation Program, 395  
Ghent Road, Suite 413, Akron, Ohio 44333

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## Residential Electric Government Aggregation Program — Frequently Asked Questions

### What is government aggregation?

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

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

In November 2000, residents voted to allow the community to contract for an electric generation supplier on their behalf.

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

Please refer to the chart below to see your pricing with FirstEnergy Solutions. Simply look at the rate and price to compare on your current electric bill. If your price to compare is higher than the prices below, you will save with the aggregation program. If your price to compare is lower, you should opt-out of the program.

Electric Supply Prices for Members of the Government Aggregation Program	
Toledo Edison Rate	Price during the two-year agreement
Rate TE-RS511F	4.357 cents per kilowatt-hour
Rate TE-RS511D - General Residential Rates	(\$0.04357/kWh)
Rate TE-RS518F	5.209 cents per kilowatt-hour
Rate TE-RS518D - Residential Add-On Heat Pump	(\$0.05209/kWh)
Rate TE-RS561F	4.256 cents per kilowatt-hour
Rate TE-RS561D - Residential Optional Heating	(\$0.04256/kWh)

### What does “opt out” mean?

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

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

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

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

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

Yes, but you could be subject to a \$25 cancellation fee from FirstEnergy Solutions.

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

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

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

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

### Can I opt out over the phone?

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

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**Who is FirstEnergy Solutions?**

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

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

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

**Can I stay on budget billing or have my payment automatically deducted from my checking account as I do now?**

Yes, Toledo Edison will continue to offer those programs. However, budget billing applies only to a portion of your Toledo Edison bill – the charges that include transmitting and distributing the electricity over the lines, maintaining equipment and providing emergency service.

The budget billing program **does not apply** to your charges from FirstEnergy Solutions. FirstEnergy Solutions is a different company from Toledo Edison. On your monthly Toledo Edison bill, you'll notice a charge from FirstEnergy Solutions for generation. This charge reflects the **actual** amount of electricity you used that month and may vary each month due to your usage. Keep in mind that you're still paying less for your electricity supply than if you hadn't joined the government aggregation program.

**Can I join the electric government aggregation program if I am already under contract with another electricity supplier?**

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

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

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

**Does FirstEnergy Solutions charge any fees?**

Late charges may apply for past due balances. At the present time, residential customers will pay a late charge of 1.5 percent per month for delinquent account balances.

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

In this program, the price you pay for electric generation from FirstEnergy Solutions is fixed. Please refer to the chart that appears earlier in this document to determine your price, which is based on your Toledo Edison rate code.

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

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

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

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

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

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

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

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

**DEFINITIONS**

Generation Service – Production of electricity.

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

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

**TERMS AND CONDITIONS OF SERVICE**

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

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

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

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

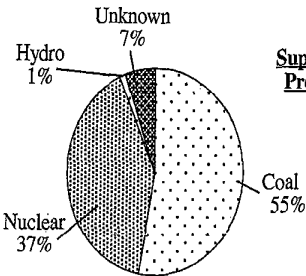
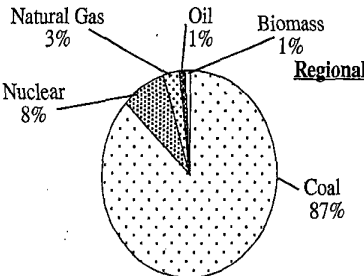
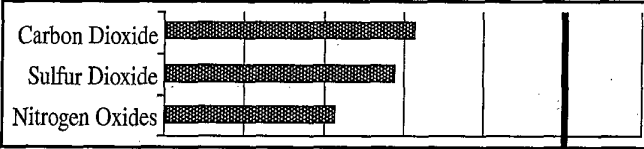
The Customer's price will vary based on the generation shopping credit, which may change monthly according to the EDU. In addition to the foregoing, Customer may be charged a \$5 switch fee per account. For fixed and variable rate offers, Customer will incur additional service and delivery charges from the EDU.

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

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

2. **Length of Contract.** Service under this Contract, as a part of Customer's community's program, will begin with the next available meter reading after the processing of Customer request by the EDU and FES, as determined by the EDU, and will continue for the Term as specified in the opt-out notification, ending on the meter read for the last month of service.
3. **Billing.** The EDU will bill Customer monthly for both FES services and EDU services on a combined monthly bill. All applicable taxes shall be listed separately on the monthly bill statement in accordance with State and Local tax law. Each account shall be billed as 0% exempt from such taxes until valid Ohio Sales and Use Tax Exemption Certificate has been received by the EDU. FES does not offer budget billing.
4. **Penalties, Fees and Exceptions.** If Customer does not pay the full amount that the Customer owes FES by the due date of the bill, Customer will be charged a 1.5% late payment charge per month.
5. **Cancellation/Termination Provisions.** If Customer does not pay bill by the due date, FES may cancel this Contract after giving Customer a minimum of fourteen (14) days written notice. Customer may be returned to EDU and forfeit the right to choose another CRES provider until arrearages are paid in full. Customer will remain responsible to pay FES for any electricity used before this Contract is cancelled, as well as all late payment charges on past due amounts. Customer may terminate this Contract, without penalty, if Customer moves out of the current EDU service territory or into an area where FES will charge a different price, by providing FES with a thirty (30) day written notice. ***There will be a \$25 charge if Customer terminates this Contract for any other reason, except as expressly provided herein.***
6. **Contract Expiration.** Customer is responsible for arranging for its supply of electricity upon termination of this Agreement. If this Agreement is terminated prior to the end of 2008, if Customer has not selected another supplier, Customer will be returned to the Electric Utility and will be charged market price for its electric generation service from the Electric Utility as approved by the PUCO in Case No. 03-2144-EL-ATA.
7. **Service by EDU.** This Contract automatically terminates on the same date that electric service from the EDU is disconnected or discontinued. If this should occur, please contact FES to discuss Customer options.
8. **Dispute Procedures.** Contact FES with any questions concerning the terms of service by phone at 1-888-254-6359 (toll-free) M-F 7AM – 7PM EST or in writing at 395 Ghent Road, Attn: Contract Administration, Akron, OH 44333. Our web address is [www.firstenergysolutions.com](http://www.firstenergysolutions.com). Customers may call the PUCO if they are not satisfied after discussing the terms with FES at 1-800-686-PUCO (7826) (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](http://www.PUCO.ohio.gov). Customers may also call the Ohio Consumers' Counsel (OCC) toll free at 1-877-742-5622 from 8:30 am to 5:30 pm weekdays or visit the OCC website at [www.pickocc.org](http://www.pickocc.org).
9. **Customer Consent.** By choosing not to opt-out of Customer's community's program Customer understands and agrees to the terms and conditions of this Contract with FES. This Contract shall be considered executed by FES following the end of the 21 day opt-out period and the 7 day rescission period if Customer does not opt-out or, and subsequent acceptance by Customer's EDU.
10. **Miscellaneous.**

EDU may charge Customer switching fees.  
Customer has the right to request from FES, twice within a 12 month period, up to 24 months of payment history, without charge.  
FES will not release Customer Social Security Number and/or account number(s) without Customer's written consent., except for purposes of commercial collection, credit reporting, participation in Universal Service Fund or assignment of a customer to another CRES provider.  
An **Environmental Disclosure** Form has been included with this Contract.  
FES may assign its rights to another, including any successor, in accordance with the rules and regulations of the PUCO.  
By accepting this Contract, Customer is authorizing the EDU to provide FES with information about Customer account. This information includes, but is not limited to, billing history, historical and future usage, meter readings and types of service.  
FES assumes no responsibility or liability for the following items that are the responsibility of the EDU: operation and maintenance of the EDU's electrical system, any interruption of service, termination of service, or deterioration of the EDU's service. In the event of a power outage, Customer should contact the EDU at the number specified by the EDU.  
If Customer account information provided to FES by Customer is incorrect, FES reserves the right to reprice the applicable account(s) or terminate the contract.
11. **Warranty.** FES warrants title and the right to all electricity sold hereunder. THE WARRANTIES SET FORTH IN THIS PARAGRAPH ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

Environmental Disclosure Information																								
FirstEnergy Solutions Corp.																								
Projected Data for the 2005 Calendar Year																								
<b>Generation Resource Mix -</b> A comparison between the sources of generation used to produce this product and the historic regional average supply mix.	 <p><b>Supplier's Product</b></p> <table><tr><th>Source</th><th>Percentage</th></tr><tr><td>Coal</td><td>55%</td></tr><tr><td>Nuclear</td><td>37%</td></tr><tr><td>Unknown</td><td>7%</td></tr><tr><td>Hydro</td><td>1%</td></tr></table>	Source	Percentage	Coal	55%	Nuclear	37%	Unknown	7%	Hydro	1%	 <p><b>Regional</b></p> <table><tr><th>Source</th><th>Percentage</th></tr><tr><td>Coal</td><td>87%</td></tr><tr><td>Nuclear</td><td>8%</td></tr><tr><td>Natural Gas</td><td>3%</td></tr><tr><td>Oil</td><td>1%</td></tr><tr><td>Biomass</td><td>1%</td></tr></table>	Source	Percentage	Coal	87%	Nuclear	8%	Natural Gas	3%	Oil	1%	Biomass	1%
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<b>Environmental Characteristics -</b> A description of the characteristics associated with each possible generation resource.	<table><tr><td>Biomass Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Coal Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Hydro Power</td><td>Wildlife Impacts</td></tr><tr><td>Natural Gas Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Nuclear Power</td><td>Radioactive Waste</td></tr><tr><td>Oil Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Other Sources</td><td>Unknown Impacts</td></tr><tr><td>Solar Power</td><td>No Significant Impacts</td></tr><tr><td>Unknown Purchased Resources</td><td>Unknown Impacts</td></tr><tr><td>Wind Power</td><td>Wildlife Impacts</td></tr></table>		Biomass Power	Air Emissions and Solid Waste	Coal Power	Air Emissions and Solid Waste	Hydro Power	Wildlife Impacts	Natural Gas Power	Air Emissions and Solid Waste	Nuclear Power	Radioactive Waste	Oil Power	Air Emissions and Solid Waste	Other Sources	Unknown Impacts	Solar Power	No Significant Impacts	Unknown Purchased Resources	Unknown Impacts	Wind Power	Wildlife Impacts		
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Note: The generation of this product involves the use of 7% of Unknown Purchased Resources. The air emissions and radioactive waste 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](http://www.fes.com) (click on "More FirstEnergy" at the bottom of the home page) or by phone at 1-877-524-7283.