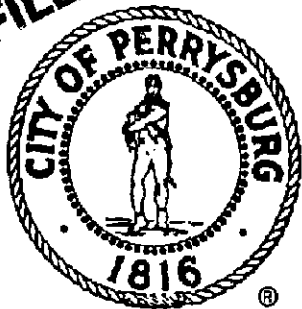


FILE



City of Perrysburg

201 West Indiana Avenue • Perrysburg, Ohio 43551-1582
Phone: (419) 872-7896 • Fax: (419) 872-7897
mberedo@ci.perrysburg.oh.us • www.ci.perrysburg.oh.us

Mathew B. Beredo, Esq.
Director of Law

November 13, 2009

Via FedEx
Public Utilities Commission of Ohio
Docketing Division
180 West Broad Street
Columbus, Ohio 43215

PUCO

2009 NOV 16 PM 12:06

RECEIVED-DOCKETING DIV

**Re: City of Perrysburg's Renewal Application For Governmental Aggregators
Case No. 01-2383-EL-GAG**

To Whom It May Concern:

Enclosed is a copy of the Renewal Application For Governmental Aggregators for the City of Perrysburg, Ohio. Please contact me with any questions regarding this submission.

Thank you for your attention to this matter.

Very truly yours,

Mathew B. Beredo, Esq.
Director of Law

Enclosure

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 DMM Date Processed 11/16/09



The Public Utilities Commission of Ohio

Original GAS Case Number	Version
01 - 330 - EL - GAS	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.

A. RENEWAL INFORMATION

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

Legal Name City of Perrysburg

Address 201 W. Indiana Avenue, Perrysburg, Ohio 43551

PUCO Certificate # and Date Certified 01-080(4) January 14, 2008

Telephone # (419) 872-8010 Web site address (if any) www.ci.perrysburg.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

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 Mathew Beredo
Title Director of Law
Business address 201 W. Indiana Avenue, Perrysburg Ohio 43551
Telephone # (419) 872-7896 Fax # (419) 872-7897
E-mail address (if any) mberedo@ci.perrysburg.oh.us

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

Name Mathew Beredo
Title Director of Law
Business address 201 W. Indiana Avenue, Perrysburg Ohio 43551
Telephone # (419) 872-7896 Fax # (419) 872-7897
E-mail address (if any) mberedo@ci.perrysburg.oh.us

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

Customer Service address 201 W. Indiana Avenue, Perrysburg Ohio 43551
Toll-free Telephone # (866) 636-4749 Fax # (419) 872-7897
E-mail address (if any) mberedo@ci.perrysburg.oh.us

M/B Beredo Director of Law
Signature of Applicant & Title

Sworn and subscribed before me this 13th day of November, 2009
Month Year

Cynthia L. Silvis
Signature of official administering oath

Cynthia L. Silvis, Notary
Print Name and Title

My commission expires on 01-24-2010



AFFIDAVIT

State of OHIO :

PERRYSS.
(Town)

County of WOOD :

Matthew BERBOD Affiant, being duly sworn/affirmed according to law, deposes and says that:

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

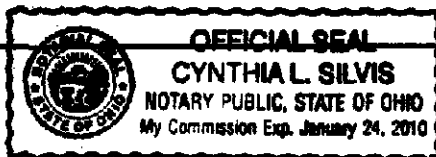
M. B. B. Director of Law
Signature of Affiant & Title

Sworn and subscribed before me this 13th day of November, 2009
Month Year

Cynthia L. Silvis
Signature of official administering oath

Cynthia L. Silvis, Notary
Print Name and Title

My commission expires on 01-24-2010



ORDINANCE NO. 104-2000

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 WOOD COUNTY BOARD OF ELECTIONS TO SUBMIT A BALLOT QUESTION TO THE ELECTORS, AND TO DECLARE 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 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 PERRYSBURG, WOOD COUNTY, OHIO:

SECTION 1. This Council finds and determines that it is in the best interest of the City of Perrysburg, 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.

SECTION 2. The Board of Elections of Wood County is hereby directed to submit the following question to the electors of the City at the general election on November 7, 2000.

Shall the City of Perrysburg 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. 104-2000 adopted by the 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. This 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 in 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 found and determined that all formal actions of Council concerning or relating to the passage of this Ordinance were adopted in an open meeting of the Council, and that all deliberations of this Council and any of its committees, that resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements of the City of Perrysburg and the State of Ohio.

SECTION 5. This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Perrysburg, Wood County, Ohio and shall be in full force and effect from and immediately after its passage and approval by the Mayor.

Timothy C. McCarthy
President of Council

John J. Walbrink
Mayor

PASSED 7-11-00

ATTEST: [Signature]

APPROVED: 7-11-00

PETER D. GWYN
DIRECTOR OF LAW

September 22, 2009

CITY OF PERRYSBURG, OHIO ELECTRIC AGGREGATION PROGRAM

PLAN OF OPERATION AND GOVERNANCE

For additional information contact:

Mathew Beredo
201 W. Indiana, Perrysburg, Ohio 43551
mberedo@ci.perrysburg.oh.us
Ph: (419) 872-7896
Fax: (419) 872-7897



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 Perrysburg'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 the City's Aggregation Program is voluntary: any consumer has the opportunity to decline to participate and to receive power generated from some other source.

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 aggregation program, as well as instruction on 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 who are being served by FirstEnergy. Eligible customers do not include 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.

The City of Perrysburg's Aggregation Program

The City's Law Department will administer the City's Aggregation Programs based on its expertise and experience with the regulations and state law applicable to governmental aggregation and with public contracting.

The aggregation program is designed to reduce the amount consumers pay for electric energy. The City of Perrysburg 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 continue to receive electricity generated from FirstEnergy.

Services

The Department of 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 City's 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, the City of Perrysburg 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.

Authorization

Pursuant to 118-2009, a copy of which is attached hereto as Attachment A, the City of Perrysburg, Ohio, authorized this Plan Of Operation And Governance.

Terms And Conditions

Pursuant to its Ordinance Nos. 119-2009, 120-2009 and 121-2009, copies of which are attached hereto as Attachment B, the City of Perrysburg, Ohio is authorized to enter into supplier agreements with energy suppliers as a governmental aggregator. Pursuant to an auction and bidding process, the City entered into a binding master agreement with First Energy Solutions to supply energy to the City's aggregated electric customers. A copy of this agreement is attached hereto as Attachment C.

That agreement sets the terms and conditions for customer participation in the aggregation program, including the rates, charges, switching fees, policies associated with customers moving into and out of the aggregation area, billing procedures, and procedures for handling complaints and disputes.

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 the City of Perrysburg'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 pursuant to the terms of the Master Agreement.

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.

Attachment A

ORDINANCE 118-2009

AUTHORIZING THE CITY TO RENEW ITS ELECTRICITY AGGREGATION PROGRAM PLAN OF OPERATION AND GOVERNANCE AND DECLARING AN EMERGENCY

WHEREAS, laws in the State of Ohio permit the City of Perrysburg, Ohio, to join other cities and political jurisdictions to form an aggregation coalitions to negotiate more favorable prices on electricity for City residents, and

WHEREAS, the City is currently a member of the Northwest Ohio Aggregation Coalition, and

WHEREAS, the City and its residents have benefitted from participation in this aggregation coalition, and

WHEREAS, every two years, the City is required to file with the Public Utilities Commission of Ohio (PUCO) a Plan of Operation and Governance for its electricity aggregation program, and

WHEREAS, the City's current Plan is effective until January 2010 but lists an incorrect supplier and does not reflect recent developments with respect to electricity suppliers issuing new bids to supply power to City users.

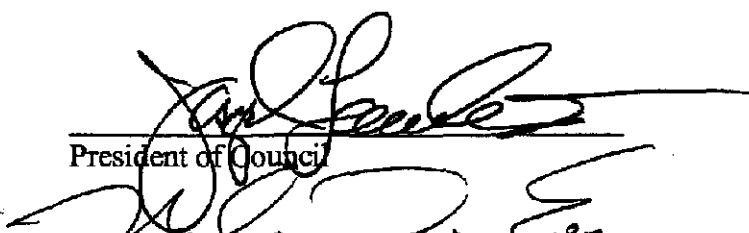
NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PERRYSBURG, WOOD COUNTY, OHIO:

SECTION 1. The Law Director is authorized to file an updated Plan of Operation and Governance, with respect to the City's participation in the Northwest Ohio Aggregation Coalition, to update the Plan and ensure that it accurately reflects the company providing power to City users who are participating in the aggregation pricing programs.


SECTION 2. It is found and determined that all formal actions of Council concerning or relating to the passage of this Ordinance were adopted in an open meeting of the Council, and that all deliberations of this Council and any of its committees, that resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements of the City of Perrysburg and the State of Ohio.

SECTION 3. This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Perrysburg, Wood County, Ohio, in order to ensure that the information on file with the PUCO is accurate and complete, and shall be in full force and effect from and immediately after its passage and approval by the Mayor.

Ordinance 118-2009



President of Council

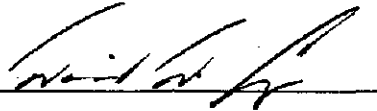


Mayor

PASSED

6/2/09

ATTEST:



APPROVED:

6/2/09

MATHEW B. BEREDO
DIRECTOR OF LAW

Attachment B

ORDINANCE 119-2009

**AUTHORIZING THE CITY TO ENTER INTO AGREEMENTS
PURSUANT TO BIDDING THROUGH NOAC TO PROVIDE LOWER-
COST ELECTRICITY FOR PERRYSBURG'S MUNICIPAL USERS
AGGREGATION PROGRAM AND DECLARING AN EMERGENCY**

WHEREAS, laws in the State of Ohio permit the City of Perrysburg, Ohio, to join other cities and political jurisdictions to form an aggregation coalitions to negotiate more favorable prices on electricity for City residents, and

WHEREAS, the City is currently a member of the Northwest Ohio Aggregation Coalition (NOAC), and

WHEREAS, pursuant to membership in NOAC, the City is able to offer various programs to electricity users located in the City, and

WHEREAS, the Public Utilities Commission of Ohio (PUCO) has overseen the restructuring of certain electricity rates, the result of which was a power auction on May 13, 2009 which will set the standard service-rate offer that electricity customers in the City must pay if they purchase power from FirstEnergy, which currently supplied most of the power within northwest Ohio, and

WHEREAS, the members communities of NOAC, including Perrysburg, combined to solicit further bids from potential suppliers to serve residents, small-commercial accounts, and municipal users in their communities, in order to maximize their buying power and increase overall savings for end users, and

WHEREAS, such further bids were provided on May 26, 2009, and any selection of and agreements with a bidding supplier must be entered into immediately thereafter, and

WHEREAS, selection of and agreements with a bidding supplier will take place only if the bid prices are below what the FirstEnergy auction price was, and otherwise no contract will be signed.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PERRYSBURG, WOOD COUNTY, OHIO:

SECTION 1. The Mayor and Director of Finance are authorize to enter into agreements with the lowest and best bidder to provide lower cost electricity pursuant to the City's municipal-users aggregation program, upon terms consistent with the bids provided and as described above.

SECTION 2. It is found and determined that all formal actions of Council concerning or relating to the passage of this Ordinance were adopted in an open meeting of the Council, and that all deliberations of this Council and any of its committees, that resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements of the City of Perrysburg and the State of Ohio.

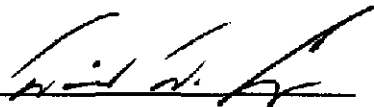
Ordinance 119-2009

SECTION 3. This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Perrysburg, Wood County, Ohio, in order to ensure that the City is able to enter into agreements consistent with the bids provided, and shall be in full force and effect from and immediately after its passage and approval by the Mayor.


President of Council


Mayor

PASSED 6/2/09

ATTEST: 

APPROVED: 6/2/09

MATHEW B. BEREDO
DIRECTOR OF LAW

ORDINANCE 120-2009

AUTHORIZING THE CITY TO ENTER INTO AGREEMENTS PURSUANT TO BIDDING THROUGH NOAC TO PROVIDE LOWER- COST ELECTRICITY FOR PERRYSBURG'S RESIDENTIAL AGGREGATION PROGRAM AND DECLARING AN EMERGENCY

WHEREAS, laws in the State of Ohio permit the City of Perrysburg, Ohio, to join other cities and political jurisdictions to form an aggregation coalitions to negotiate more favorable prices on electricity for City residents, and

WHEREAS, the City is currently a member of the Northwest Ohio Aggregation Coalition (NOAC), and

WHEREAS, pursuant to membership in NOAC, the City is able to offer various programs to electricity users located in the City, and

WHEREAS, the Public Utilities Commission of Ohio (PUCO) has overseen the restructuring of certain electricity rates, the result of which was a power auction on May 13, 2009 which will set the standard service-rate offer that electricity customers in the City must pay if they purchase power from FirstEnergy, which currently supplied most of the power within northwest Ohio, and

WHEREAS, the members communities of NOAC, including Perrysburg, combined to solicit further bids from potential suppliers to serve residents, small-commercial accounts, and municipal users in their communities, in order to maximize their buying power and increase overall savings for end users, and

WHEREAS, such further bids were provided on May 26, 2009, and any selection of and agreements with a bidding supplier must be entered into immediately thereafter, and

WHEREAS, selection of and agreements with a bidding supplier will take place only if the bid prices are below what the FirstEnergy auction price was, and otherwise no contract will be signed.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PERRYSBURG, WOOD COUNTY, OHIO:


SECTION 1. The Mayor and Director of Finance are authorize to enter into agreements with the lowest and best bidder to provide lower cost electricity pursuant to the City's residential user aggregation program, upon terms consistent with the bids provided and as described above.

SECTION 2. It is found and determined that all formal actions of Council concerning or relating to the passage of this Ordinance were adopted in an open meeting of the Council, and that all deliberations of this Council and any of its committees, that resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements of the City of

Ordinance 120-2009

Perrysburg and the State of Ohio.

SECTION 3. This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Perrysburg, Wood County, Ohio, in order to ensure that the City is able to enter into agreements consistent with the bids provided, and shall be in full force and effect from and immediately after its passage and approval by the Mayor.


President of Council


Mayor

PASSED 6/2/09

ATTEST: 

APPROVED: 6/2/09

MATHEW B. BEREDO
DIRECTOR OF LAW

ORDINANCE 121-2009

**AUTHORIZING THE CITY TO ENTER INTO AGREEMENTS
PURSUANT TO BIDDING THROUGH NOAC TO PROVIDE LOWER-
COST ELECTRICITY FOR PERRYSBURG'S SMALL-
COMMERCIAL USER AGGREGATION PROGRAM AND
DECLARING AN EMERGENCY**

WHEREAS, laws in the State of Ohio permit the City of Perrysburg, Ohio, to join other cities and political jurisdictions to form an aggregation coalitions to negotiate more favorable prices on electricity for City residents, and

WHEREAS, the City is currently a member of the Northwest Ohio Aggregation Coalition (NOAC), and

WHEREAS, pursuant to membership in NOAC, the City is able to offer various programs to electricity users located in the City, and

WHEREAS, the Public Utilities Commission of Ohio (PUCO) has overseen the restructuring of certain electricity rates, the result of which was a power auction on May 13, 2009 which will set the standard service-rate offer that electricity customers in the City must pay if they purchase power from FirstEnergy, which currently supplied most of the power within northwest Ohio, and

WHEREAS, the members communities of NOAC, including Perrysburg, combined to solicit further bids from potential suppliers to serve residents, small-commercial accounts, and municipal users in their communities, in order to maximize their buying power and increase overall savings for end users, and

WHEREAS, such further bids were provided on May 26, 2009, and any selection of and agreements with a bidding supplier must be entered into immediately thereafter, and

WHEREAS, selection of and agreements with a bidding supplier will take place only if the bid prices are below what the FirstEnergy auction price was, and otherwise no contract will be signed.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PERRYSBURG, WOOD COUNTY, OHIO:

SECTION 1. The Mayor and Director of Finance are authorized to enter into agreements with the lowest and best bidder to provide lower cost electricity pursuant to the City's small-commercial accounts aggregation program, upon terms consistent with the bids provided and as described above.

SECTION 2. It is found and determined that all formal actions of Council concerning or relating to the passage of this Ordinance were adopted in an open meeting of the Council, and that

Ordinance 121-2009

all deliberations of this Council and any of its committees, which resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements of the City of Perrysburg and the State of Ohio.

SECTION 3. This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Perrysburg, Wood County, Ohio, in order to ensure that the City is able to enter into agreements consistent with the bids provided, and shall be in full force and effect from and immediately after its passage and approval by the Mayor.


President of Council


Mayor

PASSED 6/2/09

ATTEST: 

APPROVED: 6/2/09

MATHEW B. BEREDO
DIRECTOR OF LAW

Attachment C

Master Agreement To Provide Services

To An Aggregated Group

Between,

The City of Perrysburg, Ohio

A Member of the Northwest Ohio Aggregation Coalition,

And

FirstEnergy Solutions, Corp.

This Master Agreement To Provide Services ("Agreement"), is entered into as of this ____ day of, ____ 2009, ("Effective Date") by and between the City of Perrysburg, Ohio ("City of Perrysburg" or "Governmental Aggregator"), an Ohio municipality, and FirstEnergy Solutions, Corp. ("FES"), an Ohio corporation with its principal place of business at 341 White Pond Drive, Akron, Ohio, (collectively, "Parties").

RECITALS

A. FES is certified by the Public Utilities Commission of Ohio ("PUCO") as a Competitive Retail Electric Service ("CRES") Provider to sell competitive retail electric service to customers in the State of Ohio utilizing the existing transmission and distribution systems.

B. FES (directly or through its affiliates) is an energy services provider with extensive experience in the provision of a broad range of energy related services.

C. FES sells competitive retail electric service and related services to inhabitants of municipal corporations, boards of township trustees, or boards of county commissioners acting as governmental aggregators for the provision of competitive retail electric service ("Governmental Aggregators") under authority conferred under Section 4928.20 of the Ohio Revised Code.

D. Both parties have the corporate, governmental and/or other legal capacity(s), authority(s) and power(s) to execute and deliver this Agreement and related agreements and to perform its obligations hereunder.

E. The Governmental Aggregator has been or will be certified by the PUCO as a governmental aggregator pursuant to Chapter 4901:1-24-01, et. seq. OAC. FES is under no obligation to provide CRES Service until Governmental Aggregator has been certified by the PUCO.

F. The Governmental Aggregator has established or desires to establish a program whereby the Governmental Aggregator may arrange for the provision of competitive retail electric service to its residential and commercial inhabitants that do not opt-out of or otherwise elect not to participate in the program ("Aggregation Program").

G. By this Agreement, the City of Perrysburg and FES desire to enter into a mutually beneficial energy and services provisions relationship whereby FES shall provide competitive retail electric service ("CRES Service") and related administrative services ("Administrative Services") necessary to fulfill the obligations of this Agreement.

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

ARTICLE 1

General Requirements

1.1 Governmental Aggregator Obligations and Authority.

- 1.1.1 The Governmental Aggregator, shall: (1) take all necessary action to become certified by the PUCO as a Governmental Aggregator, and to become so certified, and enact the appropriate legislation necessary to fulfill its role of Certified Governmental Aggregator; (2) establish an Aggregation Program available to those inhabitants, within the municipal boundaries, that the Governmental Aggregator, together with FES, have determined will be provided the opportunity to participate ("Eligible Customers"), which responsibility may be contracted for with FES; (3) mail out the required enrollment and opt-out notices, which responsibility may be contracted for with FES; and (4) authorize FES to contract for competitive retail electric service with those Eligible Customers that do not opt-out of the Aggregation Program, do not rescind their switch to FES as part of their enrollment in the Aggregation Program, do not otherwise terminate their participation in the Aggregation Program or CRES Service from FES, do not have their participation terminated by the Governmental Aggregator, or do not have their CRES Service terminated by FES or the Electric Distribution Utility ("EDU"), or otherwise for good cause,. Eligible customers who participate in the Aggregation Program shall be referred to herein as an "Aggregation Program Member" or "Member".

1.1.2 The Governmental Aggregator shall, on a best efforts basis and in a timely manner, forward to FES all notices from the EDU concerning Member accounts served pursuant to this Agreement, including but not limited to verbal or written notices regarding transition costs, changes in the terms and conditions of tariffs, rates or riders, and notices concerning the operation and reliability of the EDU's system.

1.1.3 Governmental Aggregator has the authority to designate, and so designates FES as its CRES Services provider for the Term of this Agreement.

1.1.4 Governmental Aggregator designates Palmer Energy Company, Inc of Toledo, Ohio, as its NOAC Consultant as the term is used throughout this Agreement. Government Aggregator hereby authorizes and FES acknowledges that the NOAC Consultant has the authority to: (i) create the eligibility list; (ii) opt-in consumers into the aggregation at the same pricing within the Term; (iii) opt-out consumers during any opt-out or rescission periods; (iv) opt-in or opt-out any account in the name or control of the Governmental Aggregator; (v) remove any Member if, in NOAC Consultant's sole opinion, Member is losing or is likely to lose money compared to the EDU's standard service offer. No switching or exit fees shall be charged by FES for transactions done pursuant to this provision. Notification to FES from NOAC Consultant pursuant to this provision shall be generally by electronic mail or other reasonable means determined by NOAC Consultant.

1.2 FES Obligations.

1.2.1 FES shall provide a firm supply of electric power (subject to the terms of the appropriate transmission and/or distribution tariffs) sufficient to serve the total electric generation

needs of the Commercial and Residential Aggregation Program Members ("Electricity Supply"). FES shall arrange for the delivery of Electricity Supply in accordance with the requirements of the Member's EDU and/or Independent System Operator ("ISO")/Regional Transmission Organization ("RTO") according to the rules, regulations, and tariffs governing Electricity Supply from an alternative supplier. . These requirements may include electric energy, ancillary services, capacity, network transmission, losses, scheduling, unaccounted for energy, ISO/ EDU administration fees, and green power requirements. Notwithstanding the foregoing, FES is not responsible for the performance or failure to perform of the provider of such transmission, distribution, or ancillary services, or the consequences of such performance or failure to perform.

1.2.2 FES shall conduct refresh mailings every three to six months during the Term. All eligible customers who have previously exercised their right to opt-out, rescind, or have been previously removed from the program shall be omitted from all subsequent refresh mailing lists during the Term. All customers enrolled pursuant to a refresh mailing or opted-in pursuant to the provisions of this Agreement shall receive Electricity Supply at the prices set forth in Attachment A.

1.2.3 FES shall be responsible for all acts necessary for FES to perform its obligations hereunder, including but not limited to the scheduling of delivery of CRES Services hereunder.

1.2.4 FES shall provide Aggregation Program Members with the environmental

disclosure data and other data it is required to provide, if any, to comply with the rules of the PUCO.

- 1.3 Term. The term of this Agreement shall be from August 1, 2009 through May 31, 2011, inclusive, (the "Term"), subject to any early termination or renewal provisions. Electricity supply from FES to the Member under this Agreement shall commence on the Member's August 2009 Electric Distribution Utility ("EDU") meter reading. Members shall be enrolled in the Aggregation Program for the earliest of (a) 22 months from the initial flow of power, or (b) the date Governmental Aggregator terminates the Aggregation Program, or this Agreement is terminated as provided in Section 1.4, below..

- 1.4 Member Electric Service and Supply Contracts. Members enrolled in the Aggregation Program shall receive CRES Services at the rate set forth in their Electric Services and Supply Contract, the terms of which shall be dictated by this Agreement. If this Agreement remains in force until May 31, 2011, then individual Member Electric Service and Supply Contracts will remain in force for this same period, unless the Member Electric Service and Supply Contract is terminated for another reason. If this Agreement is terminated prior to May 31, 2011 due to a regulatory issue, then individual Member Electric Service and Supply Contracts will terminate early and the Members will be returned to EDU standard offer service in accord with the standard switching rules and applicable notices. If this Agreement is terminated due to the material breach of the Agreement, the Members' Electric Service and Supply Contracts will be terminated and the Members may choose another CRES Supplier or will be returned to EDU generation service in accord with the standard switching rules and applicable notices. These termination and/or contract term provisions set forth in this paragraph 1.4 shall apply and

have force notwithstanding any conflicting termination and/or contract term provisions set forth in any Electric Services and Supply Contract or replacements thereof as between FES and Aggregation Program Members. Program Members are responsible for arranging for their supply of electricity upon expiration of this Agreement. If this Agreement is terminated prior to the end of the term, if Member has not selected another supplier, Member will be returned to the EDU.

- 1.5 Future Pricing. Pricing for CRES Service following the termination of this Agreement shall be determined by mutual agreement of the parties.
- 1.6 Governmental Aggregator Does Not Assume Credit Risk. As between the Governmental Aggregator and FES, FES shall be responsible for the risk of non-payment by any Member of the Aggregation Program.
- 1.7 Customer Data and Load Forecast Information. FES and Governmental Aggregator shall cooperate to obtain the consent of Members to obtain all available customer data and historical load and load forecast information, related to the Member's load and consumption, from any entity in possession of such data. Additional costs for Member(s) that are interval metered shall be borne by the Member(s).
- 1.8 Term of Enrollment. Members shall remain enrolled in the Aggregation Program for the Term of this Agreement unless they otherwise terminate their participation in the Aggregation Program, their participation in the Aggregation Program is terminated by the Governmental Aggregator, their CRES Service is terminated by FES or the EDU for good

cause, their electric service is terminated by the EDU, or until this Aggregation Program is terminated, whichever occurs first.

1.9 Service Inquiries and Service Notices to Aggregation Group Members. Members may direct inquiries regarding this Agreement, and CRES Services provided hereunder, and any electric generation supply or billing questions, to FES at the address and phone number provided in Section 11.1, which address and phone number shall be provided in communications with Members regarding the Aggregation Program. Members should direct inquiries concerning EDU related emergency, power outage, wire or service maintenance, metering, EDU service billing or other similar EDU related concerns to the EDU.

1.10 Subcontracting. FES may subcontract the performance of its obligations under this Agreement. However, no subcontract shall relieve FES of any of its obligations and/or liabilities under this Agreement. FES shall be responsible for all payments and obligations as between FES and subcontractors, and Governmental Aggregator shall not be responsible for payments to any such subcontractor.

1.11 FES and Governmental Aggregator agree that the prices offered during the term of this Agreement include an administrative fee of \$0.0001 per kilowatt-hour on all electricity consumed by Members participating in the Governmental Aggregation. The disbursement of funds that accumulate from this fee shall be as follows:

i. A portion of this fee equaling \$0.00007 per kilowatt-hour shall be paid monthly by

FES to Palmer Energy Company, Inc ("NOAC Consultant"). Supplier understands that such payments are for NOAC Consultant to represent NOAC communities.

ii. The remaining portion of this administrative fee will be held in a single escrow account by FES on behalf of the NOAC Communities, to be immediately disbursed at the written direction of the NOAC Consultant and countersigned by one or more representatives of the participating NOAC member communities. Disbursements shall be at the sole discretion of the NOAC Communities and may be made for, without limitation, reimbursement of administrative expenses or costs that may arise in operating and/or maintaining NOAC's aggregation programs, or for rebates back to Members. Upon request, FES shall in a timely fashion provide an accounting of the amount in the escrow account. If any amount remains in the escrow account at the end of the term of this Agreement, FES will disburse the remaining escrow balance as directed by the NOAC Consultant and countersigned by one or more representatives of participating NOAC member communities. Except that FES shall not be responsible for disbursing payments by check or otherwise to Members.

ARTICLE 2

Term, Termination, Succession, Assignment

- 2.1 Effective Date of Agreement and Termination. This Agreement shall commence on the Effective Date. This Agreement may be terminated prior to the initial Term, in compliance with this Agreement's provisions, if: (1) the Governmental Aggregator does not enact legislation authorizing the Aggregation Program, or does not receive or fails to

maintain PUCO Certification; (2) either Party is in material breach of this Agreement; (3) FES fails to maintain its PUCO Certification; or (4) any of the situations described in paragraphs 2.2 or 2.3 occur and Parties are unable to mutually negotiate modification(s) to the Agreement so that the adversely-affected Party may be restored to a reasonably similar economic position that the adversely-affected Party would have been in but for the occurrence of the events set forth in paragraphs 2.2 or 2.3. This Agreement shall terminate upon the expiration of this Agreement's Term or earlier as provided herein. This Agreement may be renewed by mutual agreement for a term agreed upon by the Parties.

2.2 Regulatory Contingencies.

(a) **Regulatory Events.** The following will constitute a "Regulatory Event" governing the rights and obligations of the Parties under this Agreement:

(i) **Illegality.** If, due to the issuance of an order, or adoption of, or change in, any applicable law, rule, or regulation, or in the interpretation of any applicable law, rule, or regulation, by any judicial, regulatory, administrative or government authority with competent jurisdiction, it becomes unlawful for a Party to perform any obligation under this Agreement.

(ii) **Adverse Government Action.** If (A) any regulatory agency or court having competent jurisdiction over this Agreement requires a change to the terms of the Agreement that materially adversely affects a Party(s), or (B) any regulatory or court action adversely and materially impacts a Party's ability to perform or otherwise provide Services pursuant to this Agreement.

(iii) New Taxes. If any ad valorem, property, occupation, severance, transmission, distribution, generation, first use, conservation, Btu or energy, transmission, utility, gross receipts, privilege, sales, use, consumption, excise, lease, or transaction taxes or any other governmental charges, licenses, fees or assessments (other than such charges based on net income or net worth), or increases in such charges, or an application of such charges to a new or different class of parties, is levied or enacted and effective after the Effective Date of the this Agreement .

(b) Notice, Negotiation, and Early Termination. Upon the occurrence of a Regulatory Event, the adversely affected Party shall give notice to the other Party that such event has occurred. The Parties will mutually attempt to negotiate modification(s) to the Agreement so that the adversely-affected Party may be restored to a reasonably similar economic position that the adversely-affected Party would have been in but for the occurrence of the Regulatory Event. If the Parties are unable, within thirty (30) days of entering into negotiations, to agree upon modification(s) to this Agreement, the adversely affected Party shall have the right, upon sixty (60) days notice, to terminate this Agreement and close out its obligations hereunder.

2.3 Regulatory Events Defined. Regulatory changes or rulings, legislative and agency acts, and judicial rulings covered by preceding paragraph 2.2, include but are not limited to, material changes affecting FES' and/or Governmental Aggregator's electric supplier certification/franchise status or requirements; other changes or clarifications or federal,

state or local government certification, licensing or franchise requirements for electric power suppliers; charges, fees, and/or obligations, including without limitation transmission or capacity requirements or charges, that may be imposed upon FES by a regional transmission organization, independent transmission system operator, independent transmission provider, or government agency; and other changes to retail electric customer access or aggregation programs in a manner which will not reasonably allow a Party or the Parties to perform economically hereunder, and such actions or effects were not known at the time of the Effective Date of this Agreement.

2.4 Termination Notices. In the event of termination hereunder, the terminating party shall exercise its best efforts to communicate to the non-terminating party the upcoming possibility of termination. In the event that this Agreement is terminated prior to the end of the term, each individual Member of the Aggregation Program will be provided written notification from the terminating party of the termination of the Agreement at least sixty (60) days prior to termination, or as set forth in the governance plan, and in compliance with other regulatory or legal requirements and Members will also be notified of their right to return to the EDU or to select an alternate generation supplier. All other notification(s) shall be in accordance with PUCO requirements.

2.5 Non-Assignability. This Agreement shall not be transferred or assigned by either Party without the express written authorization of the non-assigning Party, which authorization shall not be unreasonably withheld. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of any permitted successors and assigns, to the extent permitted by law.

- 2.6 Termination Obligations. Termination of this Agreement shall not relieve either Party of the obligation(s) to pay amounts owed for actual performance of obligations rendered prior to the termination of this Agreement.

ARTICLE 3

Energy Scheduling, Transmission, Pricing and Delivery

- 3.1 Scheduling, Transmission and Delivery of Power. FES shall schedule energy as required by the transmission supplier and the EDU and shall arrange for transmission and distribution service to Members. FES will arrange for necessary electric distribution and transmission rights for delivery of such electricity at levels of firmness as necessary to provide the CRES Services hereunder and subject to the understanding that FES has an obligation to make firm deliveries to Members as set forth in Paragraph 1.2.1. Delivery of firm energy shall not be curtailed or interrupted by FES except pursuant to Article 2 or Article 7 of this Agreement. FES does not take responsibility for any delivery of services supplied by the EDU or transmission supplier, or for the consequences of the failure to provide such services.
- 3.2 Activation of Service. CRES Service to a Member will commence after the Member has been enrolled by FES and the Member has been switched by the EDU to FES on the Member's regularly scheduled meter read date in accordance with the standard switching rules, all as set forth in the Electric Service and Supply Contract(s).

3.3 Prices. The pricing of Electricity Supply is not contingent on any event or ability of FES to obtain power. Prices shall be as set forth in Attachment A hereto.

3.4 Failure of Delivery. In the event that FES fails to deliver to the Member(s) electric generation sufficient to meet the needs of Member(s) as set forth herein and FES' failure is not due to a Force Majeure Event as defined hereunder, FES shall at its own expense procure replacement CRES Services, including replacement energy, to meet the needs of Member(s) without any increase in any rates, charges, or fees to Members and/or Governmental Aggregator. IN THE EVENT OF FES'S FAILURE TO PERFORM DUE TO A NON-FORCE MAJEURE EVENT, FES' OBLIGATION TO SUPPLY REPLACEMENT ENERGY AT THE AGGREGATION PROGRAM RATES SHALL BE THE MEMBER(S)/GOVERNMENTAL AGGREGATOR'S SOLE REMEDY FOR FES' FAILURE TO DELIVER ENERGY PURSUANT TO THE TERMS OF THIS AGREEMENT AND THE MEMBER'S ELECTRIC SERVICE AND SUPPLY CONTRACT(S).

ARTICLE 4

Metering, Billing, and Payments

4.1 Additional Equipment. If additional metering or monitoring equipment is required by the EDU, such metering or monitoring equipment shall be installed at the Aggregation Program Member's sole expense and each Party shall cooperate as necessary with installation of additional metering or monitoring equipment.

4.2 Additional Costs. In addition to the Generation Charge described in the Pricing Schedule to Attachment A to Master Agreement, FES will charge Member for any and all fees, costs, and obligations imposed by a Regional Transmission Organization ("RTO"), such as the Midwest ISO, that are directly applicable to facilities used by Member and not otherwise reimbursed by the EDU to FES, regardless of whether such charges are greater than, less than, or equal to the charges Member currently pays for these services to the EDU ("Transmission and Ancillary Charges"). While no such charges are currently known, FES will pass these Transmission and Ancillary Charges, which may be variable, through to the Member and Member will receive no discount or percent-off of these Transmission and Ancillary Charges. Such pass through includes without limitation the cost of any capacity requirement imposed on FES by an ISO or RTO. No additional taxes, duties, fees or charges levied against FES by any governmental or regulatory entity or passed through to FES by capacity or energy suppliers, except as explicitly included in the Pricing Schedule to Attachment A to Master Agreement or as specifically allowed herein, shall be passed through by FES to the Governmental Aggregator or Members.

4.3 Switching and Exit Fees. Should the EDU charge FES a switching fee, FES will pay the switching fee on behalf of the Members. In addition, FES agrees to work with NOAC Consultant on waiving individual a Member's exit fees due to reasonable circumstances on a case by case basis.

4.4 Billing. Billing shall be provided by the EDU under a consolidated billing format pursuant to the EDUs tariff provisions and PUCO rules applicable to the Member(s). FES retains the right to assess late payment fees on, or terminate service to, any Member

that fails to pay amounts due within the specified time period for said payments in accord with the EDU's tariff and PUCO regulations.

ARTICLE 5

Aggregation Program Development and Administrative Services

- 5.1 **Program Development Administrative Services.** The Governmental Aggregator has selected FES to perform certain Aggregation Program development and administrative services, as described in Attachment A hereto ("Pricing and Conditions Precedent to Retail Generation Service Offer"), in addition to the CRES Service set forth in Attachment A hereto. These Administrative Services are specifically incorporated herein and made a part hereof.

ARTICLE 6

Default and Remedies

- 6.1 **Default.** Any Party failing to comply with any material terms or conditions of this Agreement which non-compliance is not excused as a Force Majeure Event, as described in Article 7 herein, shall be in Default of this Agreement.
- 6.2 **Notice and Remedies.** Subject to other provisions of this Agreement, if a party believes that the other party is in material breach of this Agreement, the party claiming breach shall give notice in writing to the offending party believed to be in breach detailing the alleged violations and requesting specific relief that is in accord with the terms and conditions of this Agreement. The party receiving the notice of violation shall respond in writing within five ("5") business days of receipt affirming or denying the alleged

violation(s) and detailing how any such breach of this Agreement will be cured. If the party claiming breach is not satisfied that an alleged breach(s) of this Agreement has been cured within twenty-five ("25") business days from the notice of breach hereunder, the party claiming breach shall be free to seek legal redress and take such other actions, including termination, as it sees fit, without prejudice to any rights and remedies of the non-defaulting Party and any other remedies that a Party may have under the law or this Agreement.

ARTICLE 7

Force Majeure

- 7.1 **Excused Failure to Comply.** Neither Party shall be considered to be in default in the performance of its obligations under this Agreement, if its failure to perform results directly or indirectly from a Force Majeure Event. Despite its commercially reasonable efforts, if the Party is unable, wholly or in part, to meet its obligations under this Agreement due to a Force Majeure Event, the obligations of each Party, other than the obligation to make payments due for performance rendered hereunder, so far as they are affected by such Force Majeure Event, shall be suspended during such Force Majeure period. The Party claiming excuse due to a Force Majeure event shall exercise commercially reasonable efforts and due diligence to remove the inability to perform as soon as reasonably possible so that the affected period shall be no longer than that necessarily affected by the Force Majeure event and shall exercise commercially reasonable efforts and due diligence to mitigate the effects of the Force Majeure event. Nothing contained in this section shall be construed as requiring a Party to settle any strike or labor dispute in which it may be involved.

7.2 Force Majeure Event. For purposes of this Agreement, a Force Majeure Event shall mean any non-economic cause beyond the reasonable control of the Party affected and shall include, but not be limited to, Acts of God, floods, earthquakes, storms, droughts, fires, pestilence, destructive lightning, hurricanes, washouts, landslides and other natural catastrophes; strikes, lockouts, labor or material shortage, or other industrial disturbances; acts of the public enemies, epidemics, riots, civil disturbances or disobedience, sabotage, wars or blockades; the failure of facilities not owned by FES, governmental actions such as necessity to comply with any court order, law, statute, ordinance or regulation promulgated by a governmental authority; or any other reasonably unplanned or non-scheduled occurrence, condition, situation or threat not covered above, which renders either Party unable to perform its obligations hereunder, provided such event is beyond the reasonable control of the Party claiming such inability. A change in economic electric power market conditions shall not constitute a Force Majeure Event. Failure or interruptions, including without limitation government ordered interruptions, on the systems of generation, transmission or distribution relied upon for supplying energy under this Agreement shall constitute a Force Majeure Event provided that FES has arranged for service on these systems at a level of firmness as required to provide the CRES Service agreed upon herein.

7.3 Notification. If either Party is unable to perform any of its obligations under this Agreement due to a Force Majeure Event, then said Party shall notify the other Party in writing as soon as possible, but no later than seventy-two ("72") hours after the start of

the Force Majeure Event. The written notice shall include a specific description of the cause and expected duration of the Force Majeure Event.

ARTICLE 8

Limitation of Liability

8.1 **LIABILITY.** EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT TO THE OTHER, TO AN AGGREGATION PROGRAM MEMBER OR TO A THIRD PARTY FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES CONNECTED WITH OR RESULTING FROM PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER SUCH CLAIMS ARE BASED UPON BREACH OF WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE OF ANY DEGREE), STRICT LIABILITY, CONTRACT, OPERATION OF LAW OR OTHERWISE.

8.2 **DISCLAIMER.** FES DOES NOT WARRANT OR GUARANTEE THE UNINTERRUPTED DELIVERY OF FIRM ENERGY TO AGGREGATION GROUP MEMBERS DURING FORCE MAJEURE EVENTS. EXCEPT AS MAY BE SPECIFICALLY PROVIDED HEREIN, NO IMPLIED WARRANTIES OF ANY KIND, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE SHALL BE APPLICABLE TO THIS AGREEMENT.

ARTICLE 9

Confidential Information

9.1 Confidential Information. Any Confidential Information, as defined in Paragraph 9.2 herein, made available pursuant to this Agreement and conspicuously marked or stamped as “**Confidential**” shall be held in confidence by each of the Parties to protect the legitimate business needs and/or privacy interests of the Parties. With respect to multi-page documents that contain Confidential Information, the Parties may make such a designation by marking or stamping only the first page thereof. The Parties shall identify any matter deemed to be Confidential Information at the time the information is provided. Any information not designated, as Confidential Information shall not be covered by the protection contemplated herein, provided, however, that the inadvertent provision of information without a confidential designation shall not itself be deemed a waiver of the Party’s claim of confidentiality as to such information, and the Party may thereafter designate the same as confidential, if the information is deemed confidential as set forth herein.

9.2 Confidential Information Defined. “Confidential Information” means any and all data and information of whatever kind or nature (whether written, electronic or oral) which is disclosed by one Party (the “Disclosing Party”) to the other Party (“the “Recipient”) regarding itself, its business, the business of its affiliates, and/or the Aggregation Program. Confidential Information does not include information that: (a) is in the public domain at the time of disclosure; (b) passes into the public domain after disclosure, except by a wrongful act of the Recipient; (c) is disclosed to the Recipient by another not under an obligation of confidentiality; (d) is already in the Recipient’s possession prior to disclosure by the Disclosing Party; or (e) subject to disclosure pursuant to section 149.43 or any other sections of the Ohio Revised Code.

9.3 Obligation of Confidentiality. Each Party agrees, for itself and its authorized representatives, to keep confidential all Confidential Information provided hereunder and to use the Confidential Information solely for purposes in connection with this Agreement, except to the extent that the Recipient determines that release of Confidential Information is required by law or regulation. The Recipient shall make commercially reasonable efforts to notify the Disclosing Party if it intends to release any Confidential Information to afford the Disclosing Party an opportunity to seek a protective order prior to disclosure. The obligations for Confidentiality set forth in this Agreement, including but not limited to the non-disclosure obligations and the duty to return Confidential Information upon written request, shall survive the termination of this Agreement for a period of one (1) year thereafter.

9.4 Proprietary Rights. Neither Party makes any representation as to the accuracy or completeness of the Confidential Information, but shall make reasonable efforts to ensure that all Confidential Information disclosed to Recipient is accurate and not misleading. Each Party acknowledges the proprietary rights of the other Party in and to the Confidential Information.

9.5 Data. All raw data, reports, data aggregations and analyses, product and service ideas, and other information, without limitation, collected and/or generated by Governmental Aggregator pursuant to this Agreement shall remain the sole and exclusive property of the Governmental Aggregator. All reports, data aggregations and analyses, product and service ideas, and other information, without limitation, collected and/or generated by

FES pursuant to this Agreement shall remain the sole and exclusive property of FES. Each Party may use all such information furnished by the other Party solely for purposes of this Agreement. Upon request of NOAC Consultant, FES shall provide, if available, aggregated Program interval data, as well as aggregated Program consumption and demand data to NOAC's Consultant at no charge.

ARTICLE 10

Dispute Resolution

- 10.1 **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute or claim arising out of or relating to this Agreement or the transactions contemplated hereby ("Dispute") promptly by negotiations between FES and Governmental Aggregator, including through mediation if agreeable to both Parties. If the Parties are unable to resolve the Dispute, it may be referred to arbitration in accordance with the American Arbitration Association Arbitration Rules then in effect, as modified by this Section (the "Rules") upon mutual agreement; otherwise, it will be decided in a court of competent jurisdiction within Lucas County or, if required by law, before the PUCO.
- 10.2 **Service of Process.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Each of the Parties hereby consents to the service of process by certified, registered, or overnight express mail, return receipt requested, postage prepaid, addressed to the parties designated in Paragraph 11.1 this Agreement.
- 10.3 **Parties to Continue Performance.** Subject to the other provisions of this Agreement, including but not limited to the termination and early termination provision, the Parties shall in good faith continue to perform their respective obligations under this Agreement

while the Parties attempt to resolve the Dispute(s) as set forth in this Article 10. Notwithstanding the foregoing, but subject to Section 1.4 herein, both Parties shall continue to abide by all applicable statutes, administrative rules, tariffs, and codes of conduct during the term of this Agreement.

ARTICLE 11

Miscellaneous

11.1 **Notices.** Any notices, requests or demands regarding the Services provided under this Agreement or the ancillary agreements shall be served according the terms set forth in Paragraph 10.2, Service of Process or electronically so long as one of the other methods in Paragraph 10.2 is also utilized. The address of a party to which notices or other communications shall be as forth below and may be changed from time to time by giving written notice to the other party according to the terms set forth in Paragraph 10.2,

Service of Process.

FES:
Brenda Fargo
Government Aggregation Coordinator
FirstEnergy Solutions Corp.
341 White Pond Drive
Akron, OH 44320

Phone: 330-315-6898
Fax: 330-315-6889
Email:

GOVERNMENTAL AGGREGATOR
City of Perrysburg

Phone: 419-
Fax: 419-
Email:

With a copy provided to Aggregation
Program Consultant:

Mark Frye, President
Palmer Energy Company, Inc.
241 N. Superior, 2nd Floor
Toledo, OH 43604
Phone: 419-539-9180
Fax: 419-539-9185

Email: mfrye@palmerenergy.com

- 11.2 Entire Agreement. This Agreement, including all Attachments hereto, contains all of the terms and conditions of this Agreement reached by the Parties, and supercedes all prior oral or written agreements with respect to this Agreement. This Agreement may not be modified, amended, altered or supplemented, except by written agreement signed by all Parties hereto. No waiver of any term, provision, or conditions of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the party making the waiver.
- 11.3 Waivers. Any request for a waiver of the requirements and provisions of this Agreement shall be in writing and must be approved in writing by the nonwaiving Party. The failure of either Party to insist upon strict performance of such requirements or provisions or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment of such requirements, provisions or rights.
- 11.4 Applicable Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio
- 11.5 Controlling Provisions. In the event of any inconsistency between the terms herein and the terms of the Attachments hereto, or the Members' Electric Service and Supply Contract, the provisions of this Agreement shall control.

- 11.6 Severability. Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction. The non-enforcement of any provision by either Party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or the remainder of this Agreement.
- 11.7 Authorization. Each Party to this Agreement represents and warrants that it has full and complete authority to enter into and perform this Agreement. Each person who executes this Agreement on behalf of either Party represents and warrants that he or she has full and complete authority to do so and that such Party will be bound by the Agreement.
- 11.8 Recitals. The Parties hereto agree and acknowledge that the prefatory statements and recitals in this Agreement are intended to be and shall be a part of the provisions of this Agreement.
- 11.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one instrument.
- 11.10 Non-Solicitation. FES acknowledges that for any solicitations it makes to NOAC members for other services such as phone or gas supply, it may not in any of the materials or in the call center, imply that such products are being solicited with the approval of or in connection with NOAC.

while the Parties attempt to resolve the Dispute(s) as set forth in this Article 10. Notwithstanding the foregoing, but subject to Section 1.4 herein, both Parties shall continue to abide by all applicable statutes, administrative rules, tariffs, and codes of conduct during the term of this Agreement.

ARTICLE 11

Miscellaneous

- 11.1 Notices. Any notices, requests or demands regarding the Services provided under this Agreement or the ancillary agreements shall be served according the terms set forth in Paragraph 10.2, Service of Process or electronically so long as one of the other methods in Paragraph 10.2 is also utilized. The address of a party to which notices or other communications shall be as forth below and may be changed from time to time by giving written notice to the other party according to the terms set forth in Paragraph 10.2, Service of Process.

FES:
Brenda Fargo
Government Aggregation Coordinator
FirstEnergy Solutions Corp.
341 White Pond Drive
Akron, OH 44320

Phone: 330-315-6898
Fax: 330-315-6889
Email: fargob@fes.com

GOVERNMENTAL AGGREGATOR:
Matthew Beredo
Law Director
City of Perrysburg, Ohio
201 W. Indiana Avenue
Perrysburg, OH 43551

Phone: 419-872-7896
Fax: 419-872-7897
Email: mberedo@ci.perrysburg.oh.us

With a copy provided to Aggregation
Program Consultant:

Mark Frye, President
Palmer Energy Company, Inc.
241 N. Superior, 2nd Floor
Toledo, OH 43604
Phone: 419-539-9180
Fax: 419-539-9185
Email: mfrye@palmerenergy.com

11.11 NOAC Uniformity. It is the intention of the Parties to harmonize the terms of this Agreement with the agreements entered into by FES with the other NOAC Member Communities. NOAC Member Communities include the Cities of Sylvania, Maumee, Oregon, Perrysburg, Northwood, and Toledo, the Village of Holland, the Board of Township Trustees for the townships of Lake and Perrysburg in Wood County, and the Board of County Commissioners, Lucas County, Ohio, on behalf of all unincorporated areas of Lucas County. Accordingly, the Parties agree to use their best efforts to ensure that the provision of electric supply and services by FES to Governmental Aggregator shall be on the same terms and under the same conditions as provided by FES to the other NOAC Member Communities, provided that such NOAC Member Communities sign agreements with FES by October 1, 2009. Any amendment or modification to this Agreement shall not cause any conflict with or otherwise materially impair the ability of FES to provide services to other NOAC Member Communities pursuant to the agreements signed between FES and those other NOAC Communities. This paragraph shall appear in the agreements signed between FES and NOAC Member Communities.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement to be effective on the date first written above.

FirstEnergy Solutions Corp.:

Signed: Arthur Yuan

Printed Typed Name:

Arthur Yuan

Title: Vice President, Sales & Marketing

Date: 6/19/09

City of Perrysburg: ORD 120 AND 121-09

Signed: Nelson D. Evans

Printed Typed Name:

Nelson D. Evans

Title: Mayor

Date: June 30, 2009

Director of Finance 6/29/09

ATTACHMENT A:

**Pricing and Member Terms and Conditions
for Retail Generation Service Offer**

Attachment A to Master Agreement

Between

The City of Perrysburg, Ohio and FirstEnergy Solutions

The program discounts are as follows:

Residential Rates

Standard Residential Rate (RS)

2009 – May 2011 - \$0.0643 per KWh

Residential Water Heating (RS-G)

2009 – May 2011 - \$0.0632 per KWh

Residential Electric Heating (RS-H)

2009 – May 2011 - 4% Discount*

Commercial Rates

General Service (GS) to 399 KWd

2009 - 4% Discount*

2010 - 4% Discount*

2011 - 4% Discount*

National accounts (e.g. McDonald's, BP, Dollar General) as well as eligible commercial accounts with annual usage over 700,000 will be offered the above discount but they must "opt-in" to the program.

*For the term referenced above, the generation pricing under this Agreement will be calculated as the specified percentage off all avoidable charges (Riders GEN, GPI, AER, NDU, TAS, FUEL, and the avoidable portions of Rider EDR).

Program Development/Administration

The below services are included in the above prices.

- Design, print and mail the Opt-out letter to all eligible participants including a sheet of Frequently Asked Questions to provide assistance
- Administer the Opt-out process including database preparation, handling of opt-out form information, and final enrollment list compilation
- Provide a call center to handle information calls
- Provide to City's consultant, Palmer Energy, the required information for PUCO reports on behalf of the City.

IN WITNESS WHEREOF, the Parties have duly executed this agreement to be effective on the date first written above.

FirstEnergy Solutions Corp:

Signed: 

Printed Typed Name: Arthur Yuan

Title: V.P. Retail Sales & Mktg

City of Perrysburg

Signed: 

Printed Typed Name: Nelson D. Evans

Title: Mayor

FirstEnergy Solutions Corp. - Residential & Small Commercial Terms and Conditions

These Terms and Conditions together with the enrollment information are your agreement for electric generation service with FirstEnergy Solutions Corp. ("FES") if you choose to remain in the community aggregation program by not "opting-out" or exercising the right of rescission ("Contract"). Please keep a copy of this agreement for your records.

FES is certified by the Public Utilities Commission of Ohio ("PUCO") to offer and supply electric generation services in Ohio. As a Competitive Retail Electric Service ("CRES") provider, FES will supply the electric generation to your Electric Distribution Utility ("EDU") based on your usage. Your EDU then distributes or delivers the electricity to you. FES sets the generation prices and charges that the customers pay. The PUCO regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

DEFINITIONS:

Generation Service - The production of electricity.

Transmission Service - Moving high voltage electricity from a generation facility to the distribution lines of an EDU.

Distribution Service - Physical delivery of electricity to customers by EDU.

RIGHT OF RESCISSION - If you do not opt-out and are enrolled to receive generation service from FES, your EDU will send you a confirmation letter. You will have the right to rescind your enrollment within seven (7) calendar days following the postmark date of the confirmation letter by following the instructions contained in the letter. The Right of Rescission only applies when a customer switches to a generation supplier and not on renewal enrollments. Your EDU will not send a confirmation notice upon any renewal of this Agreement. Should you choose to opt-out of your community's program, you will be served by your EDU's standard service offer established pursuant to section 4928.14 of the Ohio Revised Code unless you choose an alternate supplier of electricity.

TERMS AND CONDITIONS OF SERVICE

Eligibility. Only Residential Customer accounts not enrolled in the Percentage of Income Plan Program (PIPP) and small commercial customers with a peak demand below 399 KW are eligible for this offer from FES. FES reserves the right to refuse enrollment to any customer with an outstanding balance.

Basic Service Prices. During the term of this Contract, you agree to pay FES for a total combined Transmission, Generation, and Generation Related Charges. You will be billed at the percentage off your EDU Price to Compare per KWh per billing month or the price per KWh per billing month, as specified in the opt-out notification. Your Price to Compare consists of bypassable transmission, generation and transmission and generation related components, which are charges associated with the costs of purchased power and the cost to deliver the power through the transmission system. These are the charges that you would avoid for that billing period when you switch to FES.

If you are served at a percentage off, your price per KWh will vary because it will always be a percent off the Price to Compare, which may change based on any changes made by the EDU in its calculations. In addition to FES' charges, you will be charged by your EDU for distribution and various other charges. FES reserves the right to unilaterally modify this billing format in the event the EDU is unable or unwilling to provide consolidated billing in this format or changes the calculation of the Price to Compare.

In addition to the Generation Charge described above, FES will charge you for any and all fees, costs, and obligations imposed by a Regional Transmission Organization ("RTO"), such as the Midwest ISO or successor organizations, 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"). While no such charges are currently known, FES will pass these Midwest ISO/Transmission and Ancillary Charges, which may be variable, through to you and you will receive no discount or percent-off of these Midwest ISO/Transmission and Ancillary Charges.

Length of Agreement. As a part of your community's program, your service from FES will commence with the next available meter reading and after processing of the enrollment by your 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. Should the program be terminated, you will be returned to the standard service offer or its successor.

Billing. You will continue to receive a single bill from your EDU that will contain both your EDU and FES charges. FES does not offer budget

billing. If you do not pay your bill by the due date, FES may cancel this Agreement after giving you a minimum of fourteen (14) days written notice. Upon cancellation you will be returned to your EDU as a customer. You will remain responsible to pay FES for any electricity used before this Agreement is cancelled, as well as any late payment charges. Further, your failure to pay EDU charges may result in your electric service being disconnected in accordance with the EDU tariff.

Penalties, Fees and Exceptions. If you do not pay the full amount owed FES by the due date of the bill, FES may charge a 1.5% per month late payment fee.

Cancellation/Termination Provisions. If this agreement is not rescinded during the rescission period, enrollment will be sent to your EDU. You may terminate this Agreement, without penalty, if you move out of the EDU service territory or into an area where FES will charge a different price. *There will be a \$25 charge for residential customers and a \$50.00 charge for commercial customers if you terminate this Agreement for any other reason, except as expressly provided herein. Should you cancel service with FES and return to standard service offer with your EDU, you may not be served under the same rates, terms, and conditions that apply to other EDU customers.*

Customer Consent and Information Release Authorization. By choosing not to opt-out of your community's aggregation program, you understand and agree to the terms and conditions of this Agreement with FES. You authorize FES to obtain information from the EDU that includes, but is not limited to: billing history, payment history, historical and future electricity usage, meter readings, and characteristics of electricity service. FES reserves the sole right to determine if your credit standing is satisfactory before accepting your enrollment request. This Agreement shall be considered executed by FES following acceptance of your enrollment request by FES, the end of the 7 day rescission period and subsequent acceptance of the enrollment by your EDU.

Contract Expiration. Unless your community's aggregation program continues, you are responsible for arranging for your electric supply upon termination of this Contract. At least every three (3) years you will be given the opportunity to opt-out.

Dispute Procedures. Contact FES with any questions concerning the terms of service by phone at 1-888-254-6359 (toll-free) M-F 8AM - 5PM EST or in writing at 341 White Pond Drive, Attn: Contract Administration, Akron, OH 44320. Our web address is www.firstenergysolutions.com. If your complaint is not resolved after you have called your electric supplier and/or your electric utility, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or TTY at 1-800-686-1570 (toll free) from 8:00 am to 5:00 pm weekdays or at www.PUCO.ohio.gov. Customers may also call the Ohio Consumers' Counsel (OCC) at 1-877-742-5622 (toll free) from 8:00 am to 5:00 pm weekdays or at www.pickocc.org.

Miscellaneous. You have 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 your Social Security number and/or account number(s) without your written consent.

FES' environmental disclosure statement is available for viewing on our website - www.firstenergysolutions.com. You agree that FES will make the required quarterly updates to the statement electronically on our website. We will also provide the information upon request.

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

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, you should contact your local EDU.

FES reserves the right to return any customer to the EDU at no charge if the customer's rate code is changed and the account is no longer eligible for this program.

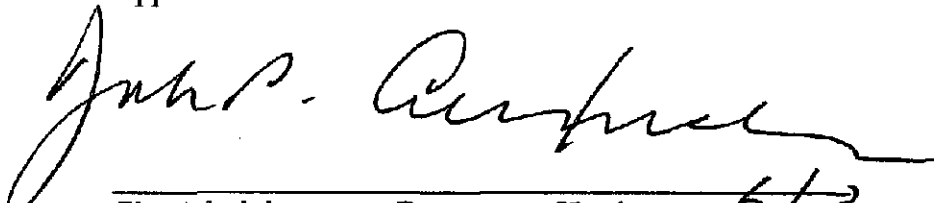
Warranty. FES warrants title and the right to all electricity sold hereunder. THE WARRANTIES SET FORTH IN THIS PARAGRAPH ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

City Of Perrysburg, Ohio
Contract Signature Page


Nelson D. Evans, Mayor


David D. Creps, Director of Finance

Approved as to Content:


City Administrator or Department Head 6/30/09

Approved as to Form:


Mathew B. Beredo, Esq., Director of Law

Ordinance Number 120-2009 and Ordinance Number 121-2009

Parties to the Contract: The City of Perrysburg, as a member of NOAC, and
FirstEnergy Solutions, Corp.

Nature of Contract: For retail electric service through NOAC

FILE

21

FirstEnergy
Solutions

341 White Pond Drive
Alaron, Ohio 44320

June 30, 2009

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

Re: Residential and Commercial Renewal Opt-out Notices for:

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

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

Dear Ms. Jenkins:

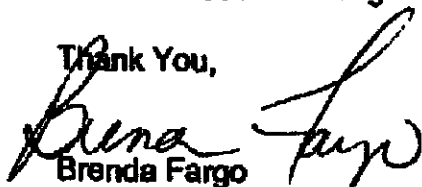
Please find enclosed the original and ten copies of the Residential and Commercial Opt-out Aggregation Notices to be sent on or after July 10, 2009 to all eligible commercial customers in the Cities of Toledo, Oregon, Maumee, Perrysburg, Sylvania, Northwood, the Village of Holland, Lucas County, and Lake Township which are all members of the Northwest Ohio Aggregation Coalition. The end of the opt-out period will be July 31, 2009.

Please docket these notices under the above case numbers.

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

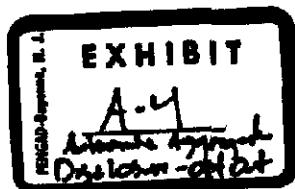
Should there be any questions and/or additional information needs, please contact: Brenda Fargo, Government Aggregation Program Manager, First Energy Solutions, 330-315-6898 or through e-mail at fargoeb@fes.com.

Thank You,


Brenda Fargo
FirstEnergy Solutions

enclosures

RECEIVED-DOCKETING DIV
2009 JUL -1 AM 9:53
PUCO



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 8 Date Processed 07/01/2009



Lake Township



July 10, 2009

Dear Residential Electric Customer,

Your community, as a member of the Northwest Ohio Aggregation Coalition (NOAC), is providing you with the opportunity to save money on your electric bills by joining with other residents. 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 several years ago. 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 your community's electric governmental 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 May 2011.

As a member of this aggregation and a residential customer on rate code RS, you are guaranteed a price of \$0.0643 per kWh through May 2011. While your consumption and usage pattern will affect your savings, a typical customer can expect savings of \$30 to \$40 annually.

You have until July 31, 2009 to return the enclosed "opt-out" form if you wish to be excluded from the community's electric aggregation program and remain a customer of Toledo Edison. If you don't opt out at this time, you will begin to receive services from FirstEnergy Solutions.

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, 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,

Local Officials

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

OPT-OUT FORM - RESIDENTIAL ELECTRIC GOVERNMENT AGGREGATION PROGRAM

RESIDENT

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

I wish to opt out of the NOAC Electric Governmental Aggregation Program.

☐

(Check box to opt out.)

Service address (city, state and zip): _____

Phone number _____

Account Holder's

Signature _____ Date: _____

Mail by July 31, 2009 to: NOAC Electric Government Aggregation Program, 341 White Pond Dr., Bldg B-3, Akron, OH 44320

NOAC Governmental Electric Aggregation Program — Frequently Asked Questions

What is aggregation?

Under governmental 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 the community able to choose a certified electric generation supplier on my behalf?

The residents of your community voted to allow your local government officials to contract for an electric generation supplier on their behalf.

What does "opt out" mean?

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

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 the community's governmental aggregation program and will begin receiving competitively priced electricity from FirstEnergy Solutions.

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

Yes, but you will be subject to a \$25 cancellation fee from FirstEnergy Solutions if you cancel for any other reason but moving. However, you will be sent a notice at least every three years asking if you wish to remain in the program. At that point, you may opt out at no cost.

What are my energy supply 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 competitive electric supplier. A list of competitive electric suppliers certified by the Public Utilities Commission of Ohio and their current prices is available by calling 1-800-686-PUCO (1-800-686-7826).

Can I opt out over the phone?

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

Who is FirstEnergy Solutions?

FirstEnergy Solutions Corp., a subsidiary of FirstEnergy Corp., offers a wide range of energy and related products and services, including the generation and sale of electricity and energy planning and procurement. FirstEnergy Solutions is a leading competitive supplier of energy to residential and commercial and industrial customers in Ohio, Pennsylvania, New Jersey, Maryland, Illinois and Michigan.

What is the toll-free number for questions?

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

Can I stay on budget billing/equal payment plan 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 charges from Toledo Edison.

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 and transmission.

If I join the community's governmental aggregation program, who will deliver my power, read my meter and respond to emergencies, such as power outages?

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

FirstEnergy Solutions Corp. - Residential & Small Commercial Terms and Conditions

These Terms and Conditions together with the enrollment information are your agreement for electric generation service with FirstEnergy Solutions Corp. ("FES") if you choose to remain in the community aggregation program by "opting-in" or exercising the right of rescission ("Contract"). Please keep a copy of this agreement for your records.

FES is certified by the Public Utilities Commission of Ohio ("PUCO") to offer and supply electric generation services in Ohio. As a Competitive Retail Electric Service ("CRES") provider, FES will supply the electric generation to your Electric Distribution Utility ("EDU") based on your usage. Your EDU then distributes or delivers the electricity to you. FES sets the generation prices and charges that the customers pay. The PUCO regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

DEFINITIONS:

Generation Service - The production of electricity.

Transmission Service - Moving high voltage electricity from a generation facility to the distribution lines of an EDU.

Distribution Service - Physical delivery of electricity to customers by EDU.

RIGHT OF RESCISSION - If you opt-in and are enrolled to receive generation service from FES, your EDU will send you a confirmation letter. You will have the right to rescind your enrollment within seven (7) calendar days following the postmark date of the confirmation letter by following the instructions contained in the letter. The Right of Rescission only applies when a customer switches to a generation supplier and not on renewal enrollments. Your EDU will not send a confirmation notice upon any renewal of this Agreement. Should you choose not to opt-in to your community's program, you will be served by your EDU's standard service offer established pursuant to section 4928.14 of the Ohio Revised Code unless you choose an alternate supplier of electricity.

TERMS AND CONDITIONS OF SERVICE

1. **Eligibility.** Only Residential Customer accounts not enrolled in the Percentage of Income Plan Program (PIPP) and small commercial customers with a peak demand below 399 KW are eligible for this offer from FES. FES reserves the right to refuse enrollment to any customer with an outstanding balance.

2. **Basic Service Prices.** During the term of this Contract, you agree to pay FES for a total combined Transmission, Generation, and Generation Related Charges. You will be billed at the percentage off your EDU Price to Compare per KWh per billing month, as specified in the opt-in notification. Your Price to Compare consists of bypassable transmission, generation and transmission and generation related components, which are charges associated with the costs of purchased power and the cost to deliver the power through the transmission system. These are the charges that you would avoid for that billing period when you switch to FES.

Your price per KWh will vary because it will always be a percent off the Price to Compare, which may change based on any changes made by the EDU in its calculations. In addition to FES' charges, you will be charged by your EDU for distribution and various other charges. FES reserves the right to unilaterally modify this billing format in the event the EDU is unable or unwilling to provide consolidated billing in this format or changes the calculation of the Price to Compare.

In addition to the Generation Charge described above, FES will charge you for any and all fees, costs, and obligations imposed by a Regional Transmission Organization ("RTO"), such as the Midwest ISO or successor organizations, 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). FES will pass these Midwest ISO/Transmission and Ancillary Charges, which may be variable, through to you and you will receive no discount or percent-off of these Midwest ISO/Transmission and Ancillary Charges.

3. **Length of Agreement.** As a part of your community's program, your service from FES will commence with the next available meter reading and after processing of the enrollment by your EDU, and will continue for the term as specified in the opt-in notification, ending on the meter read for the last month of service. For the period beginning June 2011, the program may be terminated or modified due to unforeseen regulatory action. Should the program be terminated, you will be returned to the standard service offer or its successor.

4. **Billing.** You will continue to receive a single bill from your EDU that will contain both your EDU and FES charges. FES does not offer budget billing. If you do not pay your bill by the due date, FES may cancel this

Agreement after giving you a minimum of fourteen (14) days written notice. Upon cancellation you will be returned to your EDU as a customer. You will remain responsible to pay FES for any electricity used before this Agreement is cancelled, as well as any late payment charges. Further, your failure to pay EDU charges may result in your electric service being disconnected in accordance with the EDU tariff.

5. **Penalties, Fees and Exceptions.** If you do not pay the full amount owed FES by the due date of the bill, FES may charge a 1.5% per month late payment fee.

6. **Cancellation/Termination Provisions.** If this agreement is not rescinded during the rescission period, enrollment will be sent to your EDU. You may terminate this Agreement, without penalty, if you move out of the EDU service territory or into an area where FES will charge a different price. There will be a \$25 charge for residential customers and a \$50.00 charge for commercial customers if you terminate this Agreement for any other reason, except as expressly provided herein. Should you cancel service with FES and return to standard service offer with your EDU, you may not be served under the same rates, terms, and conditions that apply to other EDU customers.

7. **Customer Consent and Information Release Authorization.** By choosing to opt in to your community's aggregation program, you understand and agree to the terms and conditions of this Agreement with FES. You authorize FES to obtain information from the EDU that includes, but is not limited to: billing history, payment history, historical and future electricity usage, meter readings, and characteristics of electricity service. FES reserves the sole right to determine if your credit standing is satisfactory before accepting your enrollment request. This Agreement shall be considered executed by FES following acceptance of your enrollment request by FES, the end of the 7 day rescission period and subsequent acceptance of the enrollment by your EDU.

8. **Contract Expiration.** At least every three years, you will be given the opportunity to opt-in to your community's aggregation program at no cost. You are responsible for arranging for your electric supply upon termination of this Contract.

9. **Dispute Procedures.** Contact FES with any questions concerning the terms of service by phone at 1-888-254-6359 (toll-free) M-F 8AM - 5PM EST or in writing at 341 White Pond Drive, Attn: Contract Administration, Akron, OH 44320. Our web address is www.firstenergysolutions.com. If your complaint is not resolved after you have called your electric supplier and/or your electric utility, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7828 (toll free) or TTY at 1-800-686-1570 (toll free) from 8:00 am to 5:00 pm weekdays or at www.PUCO.ohio.gov. Customers may also call the Ohio Consumers' Counsel (OCC) at 1-877-742-5822 (toll free) from 8:00 am to 5:00 pm weekdays or at www.pickocc.org.

10. **Miscellaneous.** You have 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 your Social Security number and/or account number(s) without your written consent.

FES' environmental disclosure statement is available for viewing on our website - www.firstenergysolutions.com. You agree that FES will make the required quarterly updates to the statement electronically on our website. We will also provide the information upon request.

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

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, you should contact your local EDU.

Customer is responsible for providing FES with accurate account information. If said information is incorrect, FES reserves the right to replace the applicable account(s) or terminate the agreement.

FES reserves the right to return any customer to the EDU if the customer's rate code is changed and the account is no longer eligible for this program.

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 2009 Calendar Year																						
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With in-depth analysis, the environmental characteristics of any form of electric generation will reveal benefits as well as costs. For further information, contact FirstEnergy Solutions Corp. at www.fsc.com (click on FirstEnergy Corp. at the bottom of the home page) or by phone at 1-877-524-7283.



Lake Township



July 10, 2009

Dear Residential Electric Customer,

Your community, as a member of the Northwest Ohio Aggregation Coalition (NOAC), is providing you with the opportunity to save money on your electric bills by joining with other residents. 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 several years ago. 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 your community's electric governmental 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 May 2011.

As a member of this aggregation and a residential customer on rate code RS-G, you are guaranteed a price of \$0.0832 per kWh through May 2011. While your consumption and usage pattern will affect your savings, a typical customer can expect savings of \$30 to \$40 annually.

You have until July 31, 2009 to return the enclosed "opt-out" form if you wish to be excluded from the community's electric aggregation program and remain a customer of Toledo Edison. If you don't opt out at this time, you will begin to receive services from FirstEnergy Solutions.

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, 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,

Local Officials

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

OPT-OUT FORM – RESIDENTIAL ELECTRIC GOVERNMENTAL AGGREGATION PROGRAM

RESIDENT

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

I wish to opt out of the NOAC Electric Governmental Aggregation Program.

☐

(Check box to opt out.)

Service address (city, state and zip): _____

Phone number _____

Account Holder's

Signature _____ Date: _____

Mail by July 31, 2009 to: NOAC Electric Government Aggregation Program, 341 White Pond Dr., Bldg B-3, Akron, OH 44320

NOAC Governmental Electric Aggregation Program — Frequently Asked Questions

What is aggregation?

Under governmental 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 the community able to choose a certified electric generation supplier on my behalf?

The residents of your community voted to allow your local government officials to contract for an electric generation supplier on their behalf.

What does "opt out" mean?

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

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 the community's governmental aggregation program and will begin receiving competitively priced electricity from FirstEnergy Solutions.

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

Yes, but you will be subject to a \$25 cancellation fee from FirstEnergy Solutions if you cancel for any other reason but moving. However, you will be sent a notice at least every three years asking if you wish to remain in the program. At that point, you may opt out at no cost.

What are my energy supply 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 competitive electric supplier. A list of competitive electric suppliers certified by the Public Utilities Commission of Ohio and their current prices is available by calling 1-800-686-PUCO (1-800-686-7826).

Can I opt out over the phone?

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

Who is FirstEnergy Solutions?

FirstEnergy Solutions Corp., a subsidiary of FirstEnergy Corp., offers a wide range of energy and related products and services, including the generation and sale of electricity and energy planning and procurement. FirstEnergy Solutions is a leading competitive supplier of energy to residential and commercial and industrial customers in Ohio, Pennsylvania, New Jersey, Maryland, Illinois and Michigan.

What is the toll-free number for questions?

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

Can I stay on budget billing/equal payment plan 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 charges from Toledo Edison.

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 and transmission.

If I join the community's governmental aggregation program, who will deliver my power, read my meter and respond to emergencies, such as power outages?

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

FirstEnergy Solutions Corp. - Residential & Small Commercial Terms and Conditions

These Terms and Conditions together with the enrollment information are your agreement for electric generation service with FirstEnergy Solutions Corp. (FES) if you choose to remain in the community aggregation program by "opting-in" or exercising the right of rescission ("Contract"). Please keep a copy of this agreement for your records.

FES is certified by the Public Utilities Commission of Ohio ("PUCO") to offer and supply electric generation services in Ohio. As a Competitive Retail Electric Service ("CRES") provider, FES will supply the electric generation to your Electric Distribution Utility ("EDU") based on your usage. Your EDU then distributes or delivers the electricity to you. FES sets the generation prices and charges that the customers pay. The PUCO regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

DEFINITIONS:

Generation Service - The production of electricity.

Transmission Service - Moving high voltage electricity from a generation facility to the distribution lines of an EDU.

Distribution Service - Physical delivery of electricity to customers by EDU.

RIGHT OF RESCISSION - If you opt-in and are enrolled to receive generation service from FES, your EDU will send you a confirmation letter. You will have the right to rescind your enrollment within seven (7) calendar days following the postmark date of the confirmation letter by following the instructions contained in the letter. The Right of Rescission only applies when a customer switches to a generation supplier and not on renewal enrollments. Your EDU will not send a confirmation notice upon any renewal of this Agreement. Should you choose not to opt-in to your community's program, you will be served by your EDU's standard service offer established pursuant to section 4926.14 of the Ohio Revised Code unless you choose an alternate supplier of electricity.

TERMS AND CONDITIONS OF SERVICE

1. **Eligibility.** Only Residential Customer accounts not enrolled in the Percentage of Income Plan Program (PIPP) and small commercial customers with a peak demand below 399 KW are eligible for this offer from FES. FES reserves the right to refuse enrollment to any customer with an outstanding balance.

2. **Basic Service Prices.** During the term of this Contract, you agree to pay FES for a total combined Transmission, Generation, and Generation Related Charges. You will be billed at the percentage off your EDU Price to Compare per KWh per billing month, as specified in the opt-in notification. Your Price to Compare consists of bypassable transmission, generation and transmission and generation related components, which are charges associated with the costs of purchased power and the cost to deliver the power through the transmission system. These are the charges that you would avoid for that billing period when you switch to FES.

Your price per KWh will vary because it will always be a percent off the Price to Compare, which may change based on any changes made by the EDU in its calculations. In addition to FES' charges, you will be charged by your EDU for distribution and various other charges. FES reserves the right to unilaterally modify this billing format in the event the EDU is unable or unwilling to provide consolidated billing in this format or changes the calculation of the Price to Compare.

In addition to the Generation Charge described above, FES will charge you for any and all fees, costs, and obligations imposed by a Regional Transmission Organization ("RTO"), such as the Midwest ISO or successor organizations, 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"). FES will pass these Midwest ISO/Transmission and Ancillary Charges, which may be variable, through to you and you will receive no discount or percent-off of these Midwest ISO/Transmission and Ancillary Charges.

3. **Length of Agreement.** As a part of your community's program, your service from FES will commence with the next available meter reading and after processing of the enrollment by your EDU, and will continue for the term as specified in the opt-in notification, ending on the meter read for the last month of service. For the period beginning June 2011, the program may be terminated or modified due to unforeseen regulatory action. Should the program be terminated, you will be returned to the standard service offer or its successor.

4. **Billing.** You will continue to receive a single bill from your EDU that will contain both your EDU and FES charges. FES does not offer budget billing. If you do not pay your bill by the due date, FES may cancel this

Agreement after giving you a minimum of fourteen (14) days written notice. Upon cancellation you will be returned to your EDU as a customer. You will remain responsible to pay FES for any electricity used before this Agreement is cancelled, as well as any late payment charges. Further, your failure to pay EDU charges may result in your electric service being disconnected in accordance with the EDU tariff.

5. **Penalties, Fees and Exceptions.** If you do not pay the full amount owed FES by the due date of the bill, FES may charge a 1.5% per month late payment fee.

6. **Cancellation/Termination Provisions.** If this agreement is not rescinded during the rescission period, enrollment will be sent to your EDU. You may terminate this Agreement, without penalty, if you move out of the EDU service territory or into an area where FES will charge a different price. There will be a \$25 charge for residential customers and a \$50.00 charge for commercial customers if you terminate this Agreement for any other reason, except as expressly provided herein. Should you cancel service with FES and return to standard service offer with your EDU, you may not be served under the same rates, terms, and conditions that apply to other EDU customers.

7. **Customer Consent and Information Release Authorization.** By choosing to opt in to your community's aggregation program, you understand and agree to the terms and conditions of this Agreement with FES. You authorize FES to obtain information from the EDU that includes, but is not limited to: billing history, payment history, historical and future electricity usage, meter readings, and characteristics of electricity service. FES reserves the sole right to determine if your credit standing is satisfactory before accepting your enrollment request. This Agreement shall be considered executed by FES following acceptance of your enrollment request by FES, the end of the 7 day rescission period and subsequent acceptance of the enrollment by your EDU.

8. **Contract Expiration.** At least every three years, you will be given the opportunity to opt-in to your community's aggregation program at no cost. You are responsible for arranging for your electric supply upon termination of this Contract.

9. **Dispute Procedures.** Contact FES with any questions concerning the terms of service by phone at 1-888-254-8359 (toll-free) M-F 8AM - 5PM EST or in writing at 341 White Pond Drive, Akron: Contract Administration, Akron, OH 44320. Our web address is www.firstenergysolutions.com. If your complaint is not resolved after you have called your electric supplier and/or your electric utility, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or TTY at 1-800-686-1570 (toll free) from 8:00 am to 5:00 pm weekdays or at www.PUCO.ohio.gov. Customers may also call the Ohio Consumers' Counsel (OCC) at 1-877-742-5622 (toll free) from 8:00 am to 5:00 pm weekdays or at www.pickoco.org.

10. **Miscellaneous.** You have 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 your Social Security number and/or account number(s) without your written consent.

FES' environmental disclosure statement is available for viewing on our website - www.firstenergysolutions.com. You agree that FES will make the required quarterly updates to the statement electronically on our website. We will also provide the information upon request.

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

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, you should contact your local EDU.

Customer is responsible for providing FES with accurate account information. If said information is incorrect, FES reserves the right to reprice the applicable account(s) or terminate the agreement.

FES reserves the right to return any customer to the EDU if the customer's rate code is changed and the account is no longer eligible for this program.

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.

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With in-depth analysis, the environmental characteristics of any form of electric generation will reveal benefits as well as costs. For further information, contact FirstEnergy Solutions Corp. at www.fes.com (click on FirstEnergy Corp. at the bottom of the home page) or by phone at 1-877-524-7283.



Lake Township



July 10, 2009

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You will be automatically enrolled in your community's electric governmental 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 May 2011.

As a member of this aggregation and a residential customer on rate code RS-H, you are guaranteed each month to pay 4 percent less for the competitive portion of your electric supply through May 2011 than if you had not joined the community's governmental aggregation program. While your consumption and usage pattern will affect your savings, a typical customer can expect savings of \$30 to \$40 annually.

You have until July 31, 2009 to return the enclosed "opt-out" form if you wish to be excluded from the community's electric aggregation program and remain a customer of Toledo Edison. If you don't opt out at this time, you will begin to receive services from FirstEnergy Solutions.

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, 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,

Local Officials

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

OPT-OUT FORM - RESIDENTIAL ELECTRIC GOVERNMENTAL AGGREGATION PROGRAM

RESIDENT

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

I wish to opt out of the NOAC Electric Governmental Aggregation Program.

☐

(Check box to opt out.)

Service address (city, state and zip): _____

Phone number _____

Account Holder's

Signature _____ Date: _____

Mail by July 31, 2009 to: NOAC Electric Governmental Aggregation Program, 341 White Pond Dr., Bldg B-3, Akron, OH 44320

NOAC Governmental Electric Aggregation Program — Frequently Asked Questions

What is aggregation?

Under governmental 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 the community able to choose a certified electric generation supplier on my behalf?

The residents of your community voted to allow your local government officials to contract for an electric generation supplier on their behalf.

What does "opt out" mean?

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

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

Yes, but you will be subject to a \$25 cancellation fee from FirstEnergy Solutions if you cancel for any other reason but moving. However, you will be sent a notice at least every three years asking if you wish to remain in the program. At that point, you may opt out at no cost.

What are my energy supply 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 competitive electric supplier. A list of competitive electric suppliers certified by the Public Utilities Commission of Ohio and their current prices is available by calling 1-800-686-PUCO (1-800-686-7826).

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What is the toll-free number for questions?

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

Can I stay on budget billing/equal payment plan 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 charges from Toledo Edison.

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 and transmission.

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

FirstEnergy Solutions Corp. - Residential & Small Commercial Terms and Conditions

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FES is certified by the Public Utilities Commission of Ohio ("PUCO") to offer and supply electric generation services in Ohio. As a Competitive Retail Electric Service ("CRES") provider, FES will supply the electric generation to your Electric Distribution Utility ("EDU") based on your usage. Your EDU then distributes or delivers the electricity to you. FES sets the generation prices and charges that the customers pay. The PUCO regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

DEFINITIONS:

Generation Service - The production of electricity.

Transmission Service - Moving high voltage electricity from a generation facility to the distribution lines of an EDU.

Distribution Service - Physical delivery of electricity to customers by EDU.

RIGHT OF RESCISSION - If you opt-in and are enrolled to receive generation service from FES, your EDU will send you a confirmation letter. You will have the right to rescind your enrollment within seven (7) calendar days following the postmark date of the confirmation letter by following the instructions contained in the letter. The Right of Rescission only applies when a customer switches to a generation supplier and not on renewal enrollments. Your EDU will not send a confirmation notice upon any renewal of this Agreement. Should you choose not to opt-in to your community's program, you will be served by your EDU's standard service offer established pursuant to section 4928.14 of the Ohio Revised Code unless you choose an alternate supplier of electricity.

TERMS AND CONDITIONS OF SERVICE

1. **Eligibility.** Only Residential Customer accounts not enrolled in the Percentage of Income Plan Program (PIPP) and small commercial customers with a peak demand below 399 KW are eligible for this offer from FES. FES reserves the right to refuse enrollment to any customer with an outstanding balance.

2. **Basic Service Prices.** During the term of this Contract, you agree to pay FES for a total combined Transmission, Generation, and Generation Related Charges. You will be billed at the percentage off your EDU Price to Compare per KWh per billing month, as specified in the opt-in notification. Your Price to Compare consists of bypassable transmission, generation and transmission and generation related components, which are charges associated with the costs of purchased power and the cost to deliver the power through the transmission system. These are the charges that you would avoid for that billing period when you switch to FES.

Your price per KWh will vary because it will always be a percent off the Price to Compare, which may change based on any changes made by the EDU in its calculations. In addition to FES' charges, you will be charged by your EDU for distribution and various other charges. FES reserves the right to unilaterally modify this billing format in the event the EDU is unable or unwilling to provide consolidated billing in this format or changes the calculation of the Price to Compare.

In addition to the Generation Charge described above, FES will charge you for any and all fees, costs, and obligations imposed by a Regional Transmission Organization ("RTO"), such as the Midwest ISO or successor organizations, 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 those services to the Electric Utility ("Midwest ISO/Transmission and Ancillary Charges"). FES will pass these Midwest ISO/Transmission and Ancillary Charges, which may be variable, through to you and you will receive no discount or percent-off of these Midwest ISO/Transmission and Ancillary Charges.

3. **Length of Agreement.** As a part of your community's program, your service from FES will commence with the next available meter reading and after processing of the enrollment by your EDU, and will continue for the term as specified in the opt-in notification, ending on the meter read for the last month of service. For the period beginning June 2011, the program may be terminated or modified due to unforeseen regulatory action. Should the program be terminated, you will be returned to the standard service offer or its successor.

4. **Billing.** You will continue to receive a single bill from your EDU that will contain both your EDU and FES charges. FES does not offer budget billing. If you do not pay your bill by the due date, FES may cancel this

Agreement after giving you a minimum of fourteen (14) days written notice. Upon cancellation you will be returned to your EDU as a customer. You will remain responsible to pay FES for any electricity used before this Agreement is cancelled, as well as any late payment charges. Further, your failure to pay EDU charges may result in your electric service being disconnected in accordance with the EDU tariff.

5. **Penalties, Fees and Exceptions.** If you do not pay the full amount owed FES by the due date of the bill, FES may charge a 1.5% per month late payment fee.

6. **Cancellation/Termination Provisions.** If this agreement is not rescinded during the rescission period, enrollment will be sent to your EDU. You may terminate this Agreement, without penalty, if you move out of the EDU service territory or into an area where FES will charge a different price. There will be a \$25 charge for residential customers and a \$50.00 charge for commercial customers if you terminate this Agreement for any other reason, except as expressly provided herein. Should you cancel service with FES and return to standard service offer with your EDU, you may not be served under the same rates, terms, and conditions that apply to other EDU customers.

7. **Customer Consent and Information Release Authorization.** By choosing to opt in to your community's aggregation program, you understand and agree to the terms and conditions of this Agreement with FES. You authorize FES to obtain information from the EDU that includes, but is not limited to: billing history, payment history, historical and future electricity usage, meter readings, and characteristics of electricity service. FES reserves the sole right to determine if your credit standing is satisfactory before accepting your enrollment request. This Agreement shall be considered executed by FES following acceptance of your enrollment request by FES, the end of the 7 day rescission period and subsequent acceptance of the enrollment by your EDU.

8. **Contract Expiration.** At least every three years, you will be given the opportunity to opt-in to your community's aggregation program at no cost. You are responsible for arranging for your electric supply upon termination of this Contract.

9. **Dispute Procedures.** Contact FES with any questions concerning the terms of service by phone at 1-888-254-6369 (toll-free) M-F 8AM - 5PM EST or in writing at 341 White Pond Drive, Attn: Contract Administration, Akron, OH 44320. Our web address is www.firstenergysolutions.com. If your complaint is not resolved after you have called your electric supplier and/or your electric utility, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-868-7826 (toll free) or TTY at 1-800-868-1570 (toll free) from 8:00 am to 5:00 pm weekdays or at www.PUCO.ohio.gov. Customers may also call the Ohio Consumers' Counsel (OCC) at 1-877-742-5622 (toll free) from 8:00 am to 5:00 pm weekdays or at www.pickocc.org.

10. **Miscellaneous.** You have 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 your Social Security number and/or account number(s) without your written consent.

FES' environmental disclosure statement is available for viewing on our website - www.firstenergysolutions.com. You agree that FES will make the required quarterly updates to the statement electronically on our website. We will also provide the information upon request.

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

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, you should contact your local EDU.

Customer is responsible for providing FES with accurate account information. If said information is incorrect, FES reserves the right to reprice the applicable account(s) or terminate the agreement.

FES reserves the right to return any customer to the EDU if the customer's rate code is changed and the account is no longer eligible for this program.

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 2009 Calendar Year																										
<p>Generation Resource Mix - A comparison between the sources of generation used to produce this product and the historic regional average supply mix.</p>	<div><p>Supplier's Product</p><table><tr><th>Source</th><th>Percentage</th></tr><tr><td>Coal</td><td>57%</td></tr><tr><td>Nuclear</td><td>36%</td></tr><tr><td>Hydro</td><td>1%</td></tr><tr><td>Wind</td><td>1%</td></tr><tr><td>Unknown</td><td>3%</td></tr></table></div> <div><p>Regional</p><table><tr><th>Source</th><th>Percentage</th></tr><tr><td>Coal</td><td>78%</td></tr><tr><td>Nuclear</td><td>15%</td></tr><tr><td>Hydro</td><td>2%</td></tr><tr><td>Natural Gas</td><td>4%</td></tr><tr><td>Oil</td><td>1%</td></tr></table></div>	Source	Percentage	Coal	57%	Nuclear	36%	Hydro	1%	Wind	1%	Unknown	3%	Source	Percentage	Coal	78%	Nuclear	15%	Hydro	2%	Natural Gas	4%	Oil	1%	
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<p>Environmental Characteristics - A description of the characteristics associated with each possible generation resource.</p>	<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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<p>Radioactive Waste - Radioactive waste associated with the product.</p>	<table><tr><th>Type:</th><th>Quantity:</th></tr><tr><td>High-Level Radioactive Waste</td><td>0.0032</td></tr><tr><td>Low-Level Radioactive Waste</td><td>0.0003</td></tr></table> <p>Lbs./1,000 kWh Pw/1,000 kWh</p>	Type:	Quantity:	High-Level Radioactive Waste	0.0032	Low-Level Radioactive Waste	0.0003	<p>Note: The generation of this product involves the use of 5% of Unknown Purchased Resources. The air emissions and radioactive waste associated with these unknown resources are not included in these charts.</p>																		
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With in-depth analysis, the environmental characteristics of any form of electric generation will reveal benefits as well as costs. For further information, contact FirstEnergy Solutions Corp. at www.fes.com (click on FirstEnergy Corp. at the bottom of the home page) or by phone at 1-877-524-7283.



Lake Township



July 10, 2009

Dear Commercial Electric Customer,

Your community, as a member of the Northwest Ohio Aggregation Coalition (NOAC), is providing you with the opportunity to save money on your 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 several years ago. 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 your community's electric governmental 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 May 2011.

As a member of this aggregation and a commercial customer, you are guaranteed each month to pay 4 percent less for the competitive portion of your electric supply through May 2011 than if you had not joined the community's governmental aggregation program.

You have until July 31, 2009 to return the enclosed "opt-out" form if you wish to be excluded from the community's electric aggregation program and remain a customer of Toledo Edison. If you don't opt out at this time, you will begin to receive services from FirstEnergy Solutions.

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, 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,

Local Officials

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

OPT-OUT FORM – RESIDENTIAL ELECTRIC GOVERNMENTAL AGGREGATION PROGRAM

BUSINESS

By returning this signed form, you will be excluded from the opportunity to join with other businesses in the Electric Government Aggregation Program.

I wish to opt out of the NOAC Electric Governmental Aggregation Program.

☐

(Check box to opt out.)

Service address (city, state and zip): _____

Phone number _____

Account Holder's

Signature _____ Date: _____

Mail by July 31, 2009 to: NOAC Electric Government Aggregation Program, 341 White Pond Dr., Bldg B-3, Akron, OH 44320

NOAC Governmental Electric Aggregation Program — Frequently Asked Questions

What is aggregation?

Under governmental 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 the community able to choose a certified electric generation supplier on my behalf?

The residents of your community voted to allow your local government to contract for an electric generation supplier on their behalf.

How will I know if I can save money under the community's electric governmental aggregation program?

Under the community's governmental aggregation program, the price you pay for electric generation supply is guaranteed to be 4 percent lower. In other words, each month, you'll pay 4 percent less for the competitive portion of your electric supply than if you had not joined the community's governmental aggregation program.

What does "opt out" mean?

"Opt out" means that you can decide not to participate in the community's electric governmental aggregation program. By returning the opt-out form, which is included in this mailing, you will not be enrolled as an electric generation customer with FirstEnergy Solutions, the community's competitive electric generation supplier, and you will not receive the 4 percent discount.

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 the community's governmental aggregation program and will begin receiving competitively priced electricity from FirstEnergy Solutions.

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

Yes, but you will be subject to a \$50 cancellation fee from FirstEnergy Solutions if you cancel for any other reason but moving. However, you will be sent a notice at least every three years asking if you wish to remain in the program. At that point, you may opt out at no cost.

What are my energy supply 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 competitive electric supplier. A list of competitive electric suppliers certified by the Public Utilities Commission of Ohio and their current prices is available by calling 1-800-686-PUCO (1-800-686-7826).

Can I opt out over the phone?

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

Who is FirstEnergy Solutions?

FirstEnergy Solutions Corp., a subsidiary of FirstEnergy Corp., offers a wide range of energy and related products and services, including the generation and sale of electricity and energy planning and procurement. FirstEnergy Solutions is a leading competitive supplier of energy to residential and commercial and industrial customers in Ohio, Pennsylvania, New Jersey, Maryland, Illinois and Michigan.

What is the toll-free number for questions?

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

If I join the community's governmental aggregation program, who will deliver my power, read my meter and respond to emergencies, such as power outages?

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

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

On this program, the price you pay for electric generation from FirstEnergy Solutions will vary each month depending on your usage and the amount of your generation shopping credit. However, with FirstEnergy Solutions you'll always save 4 percent off the competitive portion of your electric bill regardless of how much electricity you use, or when you use it.

FirstEnergy Solutions Corp. - Residential & Small Commercial Terms and Conditions

These Terms and Conditions together with the enrollment information are your agreement for electric generation service with FirstEnergy Solutions Corp. ("FES") if you choose to remain in the community aggregation program by "opting-in" or exercising the right of rescission ("Contract"). Please keep a copy of this agreement for your records.

FES is certified by the Public Utilities Commission of Ohio ("PUCO") to offer and supply electric generation services in Ohio. As a Competitive Retail Electric Service ("CRES") provider, FES will supply the electric generation to your Electric Distribution Utility ("EDU") based on your usage. Your EDU then distributes or delivers the electricity to you. FES sets the generation prices and charges that the customers pay. The PUCO regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

DEFINITIONS:

Generation Service - The production of electricity.

Transmission Service - Moving high voltage electricity from a generation facility to the distribution lines of an EDU.

Distribution Service - Physical delivery of electricity to customers by EDU.

RIGHT OF RESCISSION - If you opt-in and are enrolled to receive generation service from FES, your EDU will send you a confirmation letter. You will have the right to rescind your enrollment within seven (7) calendar days following the postmark date of the confirmation letter by following the instructions contained in the letter. The Right of Rescission only applies when a customer switches to a generation supplier and not on renewal enrollments. Your EDU will not send a confirmation notice upon any renewal of this Agreement. Should you choose not to opt-in to your community's program, you will be served by your EDU's standard service offer established pursuant to section 4826.14 of the Ohio Revised Code unless you choose an alternate supplier of electricity.

TERMS AND CONDITIONS OF SERVICE

- 1. Eligibility.** Only Residential Customer accounts not enrolled in the Percentage of Income Plan Program (PIPP) and small commercial customers with a peak demand below 399 KW are eligible for this offer from FES. FES reserves the right to refuse enrollment to any customer with an outstanding balance.
- 2. Basic Service Prices.** During the term of this Contract, you agree to pay FES for a total combined Transmission, Generation, and Generation Related Charges. You will be billed at the percentage off your EDU Price to Compare per KWh per billing month, as specified in the opt-in notification. Your Price to Compare consists of bypassable transmission, generation and transmission and generation related components, which are charges associated with the costs of purchased power and the cost to deliver the power through the transmission system. These are the charges that you would avoid for that billing period when you switch to FES.
Your price per KWh will vary because it will always be a percent off the Price to Compare, which may change based on any changes made by the EDU in its calculations. In addition to FES' charges, you will be charged by your EDU for distribution and various other charges. FES reserves the right to unilaterally modify this billing format in the event the EDU is unable or unwilling to provide consolidated billing in this format or changes the calculation of the Price to Compare.
In addition to the Generation Charge described above, FES will charge you for any and all fees, costs, and obligations imposed by a Regional Transmission Organization ("RTO"), such as the Midwest ISO or successor organizations, 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"). FES will pass these Midwest ISO/Transmission and Ancillary Charges, which may be variable, through to you and you will receive no discount or percent-off of these Midwest ISO/Transmission and Ancillary Charges.
- 3. Length of Agreement.** As a part of your community's program, your service from FES will commence with the next available meter reading and after processing of the enrollment by your EDU, and will continue for the term as specified in the opt-in notification, ending on the meter read for the last month of service. For the period beginning June 2011, the program may be terminated or modified due to unforeseen regulatory action. Should the program be terminated, you will be returned to the standard service offer or its successor.
- 4. Billing.** You will continue to receive a single bill from your EDU that will contain both your EDU and FES charges. FES does not offer budget billing. If you do not pay your bill by the due date, FES may cancel this

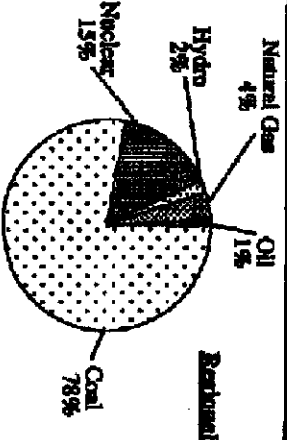
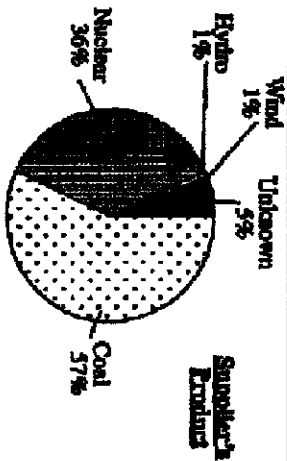
Agreement after giving you a minimum of fourteen (14) days written notice. Upon cancellation you will be returned to your EDU as a customer. You will remain responsible to pay FES for any electricity used before this Agreement is cancelled, as well as any late payment charges. Further, your failure to pay EDU charges may result in your electric service being disconnected in accordance with the EDU tariff.

- 5. Penalties, Fees and Exceptions.** If you do not pay the full amount owed FES by the due date of the bill, FES may charge a 1.6% per month late payment fee.
- 6. Cancellation/Termination Provisions.** If this agreement is not rescinded during the rescission period, enrollment will be sent to your EDU. You may terminate this Agreement, without penalty, if you move out of the EDU service territory or into an area where FES will charge a different price. There will be a \$25 charge for residential customers and a \$50.00 charge for commercial customers if you terminate this Agreement for any other reason, except as expressly provided herein. Should you cancel service with FES and return to standard service offer with your EDU, you may not be served under the same rates, terms, and conditions that apply to other EDU customers.
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FES may assign its rights to another, including any successor, in accordance with the rules and regulations of the PUCO.
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Environmental Disclosure Information FirstEnergy Solutions Corp.

Projected Data for the 2009 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	0.0032 Lbs./1,000 kWh
Low-Level Radioactive Waste	0.0003 Pp/1,000 kWh

Note: The generation of this product involves the use of 5% 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 (click on FirstEnergy Corp. at the bottom of the home page) or by phone at 1-877-524-7283.