

NC

FILE

RECEIVED-DOCKETING DIV

50
36

BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

2014 NOV -4 PM 3:53

PUCO

City of Toledo,)
)
Complainant,)
)
v.)
)
FirstEnergy Solutions, Corp.,)
)
Respondent.)

Case No. 14 1944 -EL-CSS

Complaint and Requests for Relief
Including Relief from Termination of Electric Service

Pursuant to Sections 4905 *et seq.*, and 4928 *et seq.* of the Revised Code, and Rule 4901-9-01(E) of the Ohio Administrative Code, the City of Toledo ("Toledo") hereby files this Complaint with the Public Utilities Commission of Ohio against FirstEnergy Solutions Corporation ("FES") and seeks the relief set forth herein.

In support of this Complaint, Toledo states as follows:

1. Toledo is a charter municipal corporation duly organized under the laws of the State of Ohio.
2. FES is an Ohio Corporation located at 341 White Pond Drive, Akron, Ohio 44320.
3. The Commission has jurisdiction over this matter pursuant to R.C. 4905 *et seq.*, and R.C. 4928 *et seq.*
4. Toledo has a contract ("Contract") to purchase electricity from FES (Exhibit 1).
5. Toledo was a customer of FES in January 2014.
6. On or about March 14, 2014 FES sent Toledo letters indicating that due to January 2014 being an "extremely cold month" FES was faced with increased

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 SU Date Processed - NOV 04 2014

-)
- "ancillary costs" relative to the power it served Toledo (Exhibit 2 is one example).
7. These letters from FES stated that it would be charging Toledo 1% - 3% of its annual electric generation expenditure for FES' increased ancillary expenses.
 8. Toledo's Contract with FES is for fixed price power.
 9. Toledo's Contract with FES includes a provision, Section 6, making ancillary services the sole responsibility of FES.
 10. FES claims that it has the right to declare the polar vortex ancillary charge as a pass through event pursuant to Section 31 of its Contract with Toledo.
 11. Toledo's Contract with FES contains at Sections 18 and 28, a dispute resolution provision whereby Toledo can dispute portions of any invoice.
 12. On April 16, 2014 Toledo, in conjunction with its neighboring communities in the Northwest Ohio Aggregation Coalition ("NOAC"), sent to FES a letter disputing the polar vortex ancillary charge relative to NOAC's aggregation participants (Exhibit 3).
 13. Toledo sent a protest letter to FES on April 23, 2014 disputing the validity of FES's polar vortex ancillary charge as to Toledo's municipal accounts (Exhibit 4).
 14. Pursuant to the Commissions April 9, 2014 order seeking written comments on its Investigation into this polar vortex ancillary charge, Toledo, in conjunction with NOAC, submitted comments into docket Case no. 14-568-EL-COI.
 15. On or about June 30 2014 FES sent to multiple Toledo electric accounts invoices for the polar vortex ancillary charge: the largest single amount owed (as is presently known) is for Toledo's water reclamation plant's account and said ancillary charge is \$20,448.80 (Exhibit 5).
 16. On or about August 12, 2014 the law firm of Ulmer Berne LLP sent to an accounts clerk, not the undersigned, a response letter (Exhibit 6).
 17. On August 23, 2014 Toledo sent to Ulmer Berne LLP a response reiterating that it, in good faith, disputed the polar vortex ancillary charge (Exhibit 7).

18. On September 30, 2014 Toledo sent to FES another dispute letter, indicating it disputed the polar vortex ancillary charge but it was paying the remaining, undisputed portion of the bill (Exhibit 8).
19. On or about October 6, 2014 FES sent Toledo a cancellation notice indicating that failure to pay the disputed \$20,448.80 within 30 days would result in FES cancelling Toledo's service (Exhibit 9).
20. Toledo has many accounts and many of these are in a similar status to Toledo's water reclamation plant but the volume of invoices, bills and notifications is very large and not attached to this complaint.

Allegations

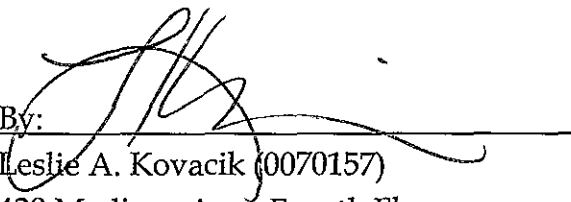
21. Toledo incorporates paragraphs 1-20 as if rewritten herein.
22. Because FES is contractually required to cover Toledo's ancillary charges (Contract Section 6) it is without authority to pass those on to Toledo.
23. Increased ancillary expenses do not qualify as a regulatory pass-through event.
24. Pursuant to FirstEnergy's tariff CRES providers supplying SSO generation are responsible for providing all ancillary services (including costs and expenses related to the services) unless excepted.
25. The polar vortex ancillary charge is not excepted in the applicable tariff or SSO Supply Agreement.
26. FES discriminatorily waived residential and others' polar vortex ancillary charges while choosing to pursue them from certain business and municipal customers like Toledo.
27. FES has failed to arrange for Toledo's dispute to be resolved in violation of its Contract and basic principles of good faith and fair dealing.
28. FES' actions constitute unfair, misleading, deceptive or unconscionable acts in violation of various codes including but not limited to R.C. 4928.08 and OAC 4901:1-21 *et seq.*

Request for Relief

WHEREFORE, Toledo respectfully requests that the Commission:

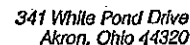
29. Find that this Complaint sets forth reasonable grounds for complaint.
30. Issue an Order staying FES from terminating power to Toledo's accounts pursuant to OAC 4901-9-01(E).
31. Issue an Order staying collection of FES' polar vortex ancillary charge until such time Case No. 14-568-EL-COI is resolved.
32. Issue an Order declaring that FES' polar vortex ancillary charges are not qualifying pass through regulatory events.
33. Issue an Order declaring that FES is contractually estopped from seeking to make Toledo pay FES' increased ancillary charges.
34. For an Order seeking reimbursement of any polar vortex charges and late fees already paid on accident (for example, though automatic bank withdrawal or similar oversight).
35. Granting all other relief as may be just and proper.

Respectfully submitted,
Adam W. Loukx, Director of Law

By: 
Leslie A. Kovacik (0070157)
420 Madison Ave., Fourth Floor
Toledo, Ohio 43604
leslie.kovacik@toledo.oh.gov
Ph: 4192451893
Fax: 4192451853

Counsel for the City of Toledo

EXHIBIT 2



THE UNIVERSITY OF CHICAGO

FirstEnergy Solutions Customer Care

EXHIBIT 3



JULIA R. BATES

LUCAS COUNTY PROSECUTING ATTORNEY

LUCAS COUNTY COURTHOUSE, 700 ADAMS STREET, SUITE 250, TOLEDO, OHIO 43604-5659
TELEPHONE (419) 213-4700 / FACSIMILE (419) 213-4695

April 16, 2014

Via Email or Facsimile and Regular Mail

Ben Rich
Government Aggregation Coordinator
FirstEnergy Solutions Corp.
341 White Pond Drive
Akron, Ohio 44320
brich@firstenergycorp.com

First Energy Solutions Corp.
Attention: Contracts Department
341 White Pond
Akron, Ohio 44320
Facsimile: (330) 315-6913

Subject: Notice of a Material Breach of Aggregation Supply Contracts

Dear Mr. Rich and Contracts Administrator:

This Notice of Invoice Dispute is made on behalf of Lucas County, the City of Toledo, the Village of Ottawa Hills, Lake Township, the City of Perrysburg, the City of Sylvania, the City of Maumee, the Village of Waterville, the City of Northwood, Perrysburg Township, the City of Oregon and the Village of Holland. Our communities are all members of the Northwest Ohio Aggregation Coalition (NOAC).

Our communities each signed a separate but identical contract with FirstEnergy Solutions (FES) for it to provide electric service to its aggregation members. The contracts consist of the "Master Agreement to Provide Services to an Aggregated Group" and the "First Amendment to the Master Agreement to Provide Services to an Aggregation Group." These are called together, the "Aggregation Supply Contracts" or "contracts."

At its website, FES describes that PJM incurred high cost "to purchase generation" needed in the cold days of January 2014. PJM billed a proportionate share to FES as it does every month. FES unilaterally determined that it will "pass thru" these January 2014 generation costs as a Surcharge in to the member residents and small businesses in our aggregation programs. The Surcharge will be in their May, June and July bills. FES by phone confirmed this to our consultant Palmer Energy.

The RTO Expense Surcharge materially violates the fixed pricing term found at current Attachment A to the Aggregation Supply Contract. Our Members are to pay a fixed percent off

of the Ohio Public Utilities Commission's "Price to Compare . . . for transmission, generation, and generation related charges." The FES website states that that the RTO Expense Surcharge is a cost "to purchase generation." Thus FES is improperly trying to double bill in material breach of the Aggregation Supply Contracts.

Our contracts explicitly required FES to provide each NOAC community written notice and to engage in an agreed upon process to determine if this Surcharge was appropriate. These provisions are there to protect our people and our businesses from unwarranted charges automatically taken from their accounts or hidden deep in an electric bill. This process does not allow FES to unilaterally impose such a Surcharge. Thus FES actions materially breached Paragraphs 2.2 and 2.3 and other provisions of the Aggregation Supply Contract.

Pursuant to Paragraph 6.2 you are notified that FES is in material breach of the Aggregation Supply Contracts. Similarly, FES material breached the representations it made to our Member that that they were getting a fixed percentage off the Price to Compare.

This action is necessary to protect the member homeowners, residents and small businesses in our aggregations. FES has determined wrongly and improperly to collect millions of dollars from them their electric bills through a RTO Expense Surcharge.

Potential Cure: FES may cure this Material Breach by providing adequate assurance to our communities that it will not seek any RTO Expense Surcharge from our Members and that it will abide by the Aggregation Supply Contract in the future. If FES does not cure, then we reserve the right to take all appropriate action to include termination of the Aggregation Supply Contracts and other remedies.

Written Response Required: Pursuant to Paragraph 6.2, FES has five days to respond in writing to this Notice. We await your required written response.

Sincerely,



Kevin A. Pituch
Assistant Lucas County Prosecuting Attorney

Cc: NOAC Member Communities
M. Fryc, Palmer Energy
Thomas Hays

)

EXHIBIT 4

CITY OF TOLEDO



DEPARTMENT OF LAW

Adam W. Loukx
Director of Law

April 23, 2014

General Section
Paul Syring
General Counsel
Bileen Granata

FirstEnergy Solutions Corp.
Attn: Contracts Department
VIA FACSIMILE: 3304361903

Litigation Section
Jeffrey B. Charles
Chief of Litigation
Merritt W. Green, III
Ellen Grachek
John T. Madigan
Michael Kyser

RE: NOTICE: RTO Expense Surcharge

Dear FirstEnergy Solutions Customer Care:

Taxation
John E. Blalish IV
Chief of Collections
Jeffrey S. Colluri
Pamela K. Billmaier

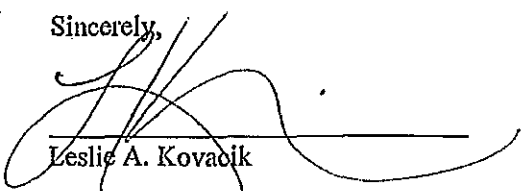
The City is in receipt of your letter dated March 14, 2014, where you state your intent to charge the City of Toledo a surcharge for the cold weather we experienced in January. While you call this surcharge a "Pass-Through-Event" Toledo does not believe it qualifies as such. We have been advised that PJM did not, in fact, charge FirstEnergy Solutions any RTO surcharge relative to the cold January. Accordingly, we dispute your claim to bill the City for 1-3% of our annual electric generation expenditure under section 31 of our contract, or any other provision of our contract.

Utilities
Leslie A. Kovacik
Joyce Anagnos

The contract between our entities anticipates that we will attempt to resolve disputes in writing (and verbally) and in good faith. Therefore, the City, in good faith, disputes your ability to charge Toledo as you indicated. I would look forward to any information you have relative to the exact nature of the RTO surcharge your company received from PJM. Until and unless it can be clearly proven that the City has a duty to pay this charge, it will dispute such claim, and will withhold, in good faith, any amounts so claimed to be an RTO surcharge.

Prosecutors
David L. Toska
Chief Prosecutor
Arturo M. Quintero
Sharon D. Gaich
Victoria L. Smith
Joseph J. Howe
Michelle S. Turvey-Albert
J. Scott Kunzler
Jimmie Jones
Christopher Lawrence
Rebecca L. West-Estell
Henry J. Schaefer

Sincerely,


Leslie A. Kovacik

Claims Investigation
Lois Cannon, Claims
Lt. Robert Hellom
Civil Liability

cc: Robert R. Reinbolt, Chief of Staff
Adam W. Loukx, Director of Law

420 Madison Ave., Fourth Floor
Toledo, OH 43604 U.S.A.
leslie.kovacik@toledo.oh.gov

TRANSMISSION VERIFICATION REPORT

TIME : 04/23/2014 15:00
NAME : CITY OF TOLEDO DPU
FAX : 4192451853
TEL : 4192451235
SER.# : BR045J402075

DATE, TIME
FAX NO./NAME
DURATION
PAGE(S)
RESULT
MODE

04/23 15:00
913304361903
00:00:22
01
OK
STANDARD
ECM

CITY OF TOLEDO



DEPARTMENT OF LAW

Adam W. Louke
Director of Law

General Section
Paul Syring
General Counsel
Bileen Grantata

Litigation Section
Jeffrey B. Charles
Chief of Litigation
Merritt W. Green, III
Ellen Grachek
John T. Madigan
Michael Kyser

Taxation
John E. Bibish IV
Chief of Collections
Jeffrey S. Colucci
Patricia K. Blumauer

Risk Management
Merritt W. Green, III

Utilities
Leslie A. Kovack
Joyce Anagnos

Prosecutors
David L. Toska
Chief Prosecutor
Arturo M. Quintero
Sharon D. Galch
Victoria L. Smith
Joseph J. Howe

April 23, 2014

FirstEnergy Solutions Corp.
Attn: Contracts Department
VIA FACSIMILE: 3304361903

RE: NOTICE: RTO Expense Surcharge

Dear FirstEnergy Solutions Customer Care:

The City is in receipt of your letter dated March 14, 2014, where you state your intent to charge the City of Toledo a surcharge for the cold weather we experienced in January. While you call this surcharge a "Pass-Through-Event" Toledo does not believe it qualifies as such. We have been advised that PJM did not, in fact, charge FirstEnergy Solutions any RTO surcharge relative to the cold January. Accordingly, we dispute your claim to bill the City for 1-3% of our annual electric generation expenditure under section 31 of our contract, or any other provision of our contract.

The contract between our entities anticipates that we will attempt to resolve disputes in writing (and verbally) and in good faith. Therefore, the City, in good faith, disputes your ability to charge Toledo as you indicated. I would look forward to any information you have relative to the exact nature of the RTO surcharge your company received from PJM. Until and unless it can be clearly proven that the City has a duty to pay this charge, it will dispute such claim, and will withhold, in good faith, any amounts so claimed to be an RTO surcharge.

EXHIBIT 5



Toledo, City of
3900 N Summit St
c/o Mike Schreidah, PE, Project Manager
Toledo, OH 43611-3042

Account no: 56758115
Billing Date: June 30, 2014
Page 1

ACCOUNT SUMMARY INFORMATION

Previous Balance	\$93,977.85
Payment Received	\$-93,977.85
Adjustments **	<u>\$20,648.80</u>
Total Balance Forward	\$20,648.80
Current Usage Charges *	\$122,021.98
Total Current Charges	\$122,021.98

* See "Your Energy Charges" section for details.

** See "Other Charges and Adjustments" sections for details.

Total Amount Due

~~\$142,670.78~~

~~\$122,021.98~~

You have made the right choice! We're glad you selected FirstEnergy Solutions Corp. and will work hard to continue to earn your business.

If you have questions about this energy bill, please call us at 888-254-6359 before the due date. Our hours are 8am to 5pm ET Monday through Friday. You may also write to us at 341 White Pond Drive, Rm B2, Akron, Ohio 44320.

Past due balances are subject to a late payment charge of 1.5% per month. To avoid late fees, payment of the TOTAL AMOUNT DUE must be received in full by the due date.

\$20,648.80 RTO Expense Surcharge

Thanks for choosing FirstEnergy Solutions Corp. as your energy provider!

FESBLSYK

Detach here and return this portion with check or money order. Do not staple or fold.

FirstEnergy Solutions Corp.
P.O. Box 3622
Akron, Ohio 44309-3622

Account Number
Due Date
Total Due

56758115
July 30, 2014
~~\$142,670.78~~

Amount Enclosed

~~\$122,021.98~~

Please write your account number on your check or money order made payable to FirstEnergy Solutions Corp.

☐ FOR CHANGE OF ADDRESS:
Please check here & complete form on reverse. Thank You.



310



Toledo, City of
3900 N SUMMIT ST
C/O MIKE SCHREIDAH, PE, PROJECT MANAGER
TOLEDO OH 43611-3042

1000000000000056758115201407300014267078



Account no: 56758115
Billing Date: June 30, 2014
Page 2

GENERAL INFORMATION

Generation Charge: Charges for the production of electricity. Generation prices and charges are set by the electric generation supplier (EGS) you have chosen.

Transmission Charge: Charges for moving high voltage electricity from a generation facility to the distribution lines of an electric distribution company. The Federal Energy Regulatory Commission regulates transmission prices and services.

If you have problems with your energy service or need to report a problem, please contact your local utility company.

Toledo Edison
300 Madison Avenue
Toledo, OH 436520001
Telephone: 1-800-447-3333

FirstEnergy Solutions Corp. does not handle service outages.

Mail notes and correspondence in a separate envelope to:

FirstEnergy Solutions Corp.
Customer Care A-SPSQ-B3
76 S Main Street
Akron, OH 44308

Mail Payments to:

FirstEnergy Solutions Corp.
P.O. Box 3622
Akron, OH 44309-3622

FESBLSTK

Change of Address? Please fill out and check the box on the reverse side. Thank You.

New Address

City

State or Province

Zip

Work Phone ()

Home Phone ()



Account no: 66758115
Billing Date: June 30, 2014
Page 3

YOUR ENERGY CHARGES

3900 N SUMMIT ST, TOLEDO OH

UTIL# 08007884152250029571

FirstEnergy Solutions Corp.
Electric Service

Mtr.#685834319

Toledo Edison

Service Period May 15, 2014 to June 13, 2014.

Off Peak 1,566,417.6 kWh

Service Period May 15, 2014 to June 13, 2014 - Derived from Interval usage.

1,400,994 kWh On Peak @ \$0.0453/kWh Generation

\$63,465.03

1,566,417.6 kWh Off Peak @ \$0.034/kWh Generation

\$53,258.20

Capacity - 4.306926 MW @ \$28.449935 per day for 17 days

\$2,083.04

Capacity - 1.926797 MW @ \$128.380056 per day for 13 days

\$3,216.71

Current Actual Usage Charges

\$ 122,021.98

FirstEnergy Solutions Corp.
Other Charges and Adjustments

RTO Expense Surcharge

\$20,648.80

Current Other Charges and Adjustments

\$ 20,648.80

TOTAL ENERGY CHARGES FOR UTIL#08007884152250029571

\$ 142,670.78

~~\$ 142,670.78~~
\$ 122,021.98

FESDL0TK

EXHIBIT 6



LAURA MCBRIDE

direct 216.583.7034
direct fax 216.583.7035
lmcbride@ulmer.com

August 12, 2014

VIA EMAIL AND REGULAR MAIL

Justice Tsenuokpor
Accounts Division
City of Toledo
3900 N. Summit Street
Toledo, Ohio 43611
Justice.Tsenuokpor@toledo.oh.gov

Re: Dispute of RTO Expense Surcharge Notice

Dear Mr. Tsenuokpor:

This firm has been retained to represent FirstEnergy Solutions Corp. ("FES") in connection with your e-mail on behalf of the City of Toledo ("Toledo") regarding its contract with FES (the "Agreement"). Please direct any future correspondence regarding this dispute to me.

The RTO Expense Surcharge relates to recent extraordinary weather conditions that caused severe strain on the grid. PJM Interconnection, LLC ("PJM"), among other things, declared eight Maximum Emergency Generation Alerts during January 2014, compared with zero alerts during the prior three winters. PJM's emergency actions caused ancillary charges to significantly exceed historical levels. For example, the total PJM charges for Operating Reserves, Synchronous Reserves, Day Ahead Scheduling Reserves and Regulation for January 2014 exceeded the total level of these PJM charges for all of 2013. As a result of these extraordinary conditions and charges, FES provided customers with notice that the RTO Expense Surcharge would be imposed in the next few months once final charges were determined.

Toledo must pay the RTO Expense Surcharge because it qualifies as a Pass-Through Event pursuant to paragraphs 6, 31, and 32 of the Agreement. Paragraph 6 of the Agreement makes clear that changes to charges relating to any existing Electric Supply components are addressed in and subject to paragraphs 31 and 32 of the Agreement. Paragraph 31 of the Agreement provides that a "Pass-Through Event" occurs when "any regional transmission organization" imposes on FES "new or additional charges or requirements." PJM is a regional transmission organization and the RTO Expense Surcharge is in addition to typical PJM charges and is directly applicable by load ratio to Toledo's electric usage. The extraordinary and unforeseeable PJM charges related to the unprecedented actions it took to

SKYLIGHT OFFICE TOWER
1660 WEST 2ND STREET, SUITE 1100
CLEVELAND, OHIO 44113-1448

firm
216.583.7000

fax
216.583.7001

internet
www.ulmer.com

CLEVELAND

COLUMBUS

CINCINNATI

CHICAGO

ulmer|berne|llp
ATTORNEYS

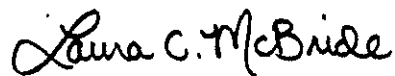
J. Tsenuokpor
August 12, 2014
Page 2

maintain reliability in the face of extreme cold clearly fit the criteria of a Pass-Through Event under the Agreement. Toledo and FES agreed that FES may pass through the additional cost of such Pass-Through Events.

Under paragraph 18 of the Agreement, Toledo is obligated to pay the undisputed portion of FES invoices in a timely manner. Moreover, invoice disputes under the Agreement must be in good faith. Given the plain meaning of paragraphs 6, 31, and 32 of the Agreement and the circumstances under which FES is exercising its rights under those provisions, Toledo's ability to dispute the RTO Expense Surcharge in good faith is questionable. FES reserves any and all available remedies if Toledo fails to pay the invoice in full in a timely manner.

If you have any further questions or concerns, please feel free to contact me.

Very truly yours,



Laura McBride

cc: City of Toledo – attn: Chris Middlebrough
3900 N. Summit St.
Toledo, OH 43611
Mark A. Hayden
Brian Knipe
Jacob McDermott
Christine Weber

)

EXHIBIT 7

CITY OF TOLEDO



DEPARTMENT OF LAW

ADAM W. LOUKX,
DIRECTOR

August 13, 2014

Laura McBride
1660 West 2nd Street, Suite 1100
Cleveland, Ohio 44113-1448
VIA EMAIL: lmcbride@ulmer.com

RE: Dispute of RTO Expense Surcharge

Dear Ms. McBride:

I received a copy of your letter dated August 12, 2014 to Toledo employee Justice Tsenuokpor. Toledo's Law Department was unaware Mr. Tsenuokpor sent any communication to FirstEnergy Solutions regarding the RTO expense but please know that all future correspondence on this matter should be directed to me.

FirstEnergy Solutions' customer care center sent me a letter dated March 14 indicating its intent to charge the polar vortex charge to the City based on June's power usage. I responded to FirstEnergy Solutions' customer care center's letter on April 23, 2014. Additionally, the City of Toledo contested this charge to its aggregation participants along with the rest of the communities in the Northwest Ohio Aggregation Coalition on April 16, 2014. All are attached.

The City of Toledo has intervened in the Commission ordered investigation into the legality of your client's RTO charge, Case No. 14-568-EL-COI, and continues to maintain that there is no authority for said charge, nor is this a valid Pass-Through Event. Accordingly, Toledo will not, in good faith, be paying FirstEnergy Solutions' polar vortex charge.

Sincerely,

Leslie A. Kovacik

Digitally signed by Leslie A. Kovacik
DN: cn=Leslie A. Kovacik, o=City of Toledo,
ou=Department of Law, email=leslie.
kovack@toledo.oh.gov, c=US
Date: 2014.08.13 09:33:28 -0400

Leslie A. Kovacik

cc: Robert R. Reinbolt, Chief of Staff
Adam W. Loukx, Director of Law

CITY OF TOLEDO DEPARTMENT OF LAW
420 Madison Avenue, Fourth Floor
Toledo, OH 43604 U.S.A.
Phone: 419-245-1020 Fax: 419-245-1090 www.toledo.oh.gov



JULIA R. BATES

LUCAS COUNTY PROSECUTING ATTORNEY

LUCAS COUNTY COURTHOUSE, 700 ADAMS STREET, SUITE 250, TOLEDO, OHIO 43604-5659

TELEPHONE (419) 213-4700 / FACSIMILE (419) 213-4595

April 16, 2014

Via Email or Facsimile and Regular Mail

Ben Rich
Government Aggregation Coordinator
FirstEnergy Solutions Corp.
341 White Pond Drive
Akron, Ohio 44320
brich@firstenergycorp.com

First Energy Solutions Corp.
Attention: Contracts Department
341 White Pond
Akron, Ohio 44320
Facsimile: (330) 315-6913

Subject: Notice of a Material Breach of Aggregation Supply Contracts

Dear Mr. Rich and Contracts Administrator:

This Notice of Invoice Dispute is made on behalf of Lucas County, the City of Toledo, the Village of Ottawa Hills, Lake Township, the City of Perrysburg, the City of Sylvania, the City of Maumee, the Village of Waterville, the City of Northwood, Perrysburg Township, the City of Oregon and the Village of Holland. Our communities are all members of the Northwest Ohio Aggregation Coalition (NOAC).

Our communities each signed a separate but identical contract with FirstEnergy Solutions (FES) for it to provide electric service to its aggregation members. The contracts consist of the "Master Agreement to Provide Services to an Aggregated Group" and the "First Amendment to the Master Agreement to Provide Services to an Aggregation Group." These are called together, the "Aggregation Supply Contracts" or "contracts."

At its website, FES describes that PJM incurred high cost "to purchase generation" needed in the cold days of January 2014. PJM billed a proportionate share to FES as it does every month. FES unilaterally determined that it will "pass thru" these January 2014 generation costs as a Surcharge in to the member residents and small businesses in our aggregation programs. The Surcharge will be in their May, June and July bills. FES by phone confirmed this to our consultant Palmer Energy.

The RTO Expense Surcharge materially violates the fixed pricing term found at current Attachment A to the Aggregation Supply Contract. Our Members are to pay a fixed percent off

of the Ohio Public Utilities Commission's "Price to Compare . . . for transmission, generation, and generation related charges." The FES website states that that the RTO Expense Surcharge is a cost "to purchase generation." Thus FES is improperly trying to double bill in material breach of the Aggregation Supply Contracts.

Our contracts explicitly required FES to provide each NOAC community written notice and to engage in an agreed upon process to determine if this Surcharge was appropriate. These provisions are there to protect our people and our businesses from unwarranted charges automatically taken from their accounts or hidden deep in an electric bill. This process does not allow FES to unilaterally impose such a Surcharge. Thus FES actions materially breached Paragraphs 2.2 and 2.3 and other provisions of the Aggregation Supply Contract.

Pursuant to Paragraph 6.2 you are notified that FES is in material breach of the Aggregation Supply Contracts. Similarly, FES material breached the representations it made to our Member that that they were getting a fixed percentage off the Price to Compare.

This action is necessary to protect the member homeowners, residents and small businesses in our aggregations. FES has determined wrongly and improperly to collect millions of dollars from them their electric bills through a RTO Expense Surcharge.

Potential Cure: FES may cure this Material Breach by providing adequate assurance to our communities that it will not seek any RTO Expense Surcharge from our Members and that it will abide by the Aggregation Supply Contract in the future. If FES does not cure, then we reserve the right to take all appropriate action to include termination of the Aggregation Supply Contracts and other remedies.

Written Response Required: Pursuant to Paragraph 6.2, FES has five days to respond in writing to this Notice. We await your required written response.

Sincerely,



Kevin A. Pituch
Assistant Lucas County Prosecuting Attorney

Cc: NOAC Member Communities
M. Fryc, Palmer Energy
Thomas Hays

CITY OF TOLEDO



DEPARTMENT OF LAW

Adam W. Loukx
Director of Law

April 23, 2014

General Section
Paul Syring
General Counsel
Eileen Granata

FirstEnergy Solutions Corp.
Attn: Contracts Department
VIA FACSIMILE: 3304361903

Litigation Section
Jeffrey B. Charles
Chief of Litigation
Merritt W. Green, III
Ellen Grachek
John T. Madigan
Michael Kyscr

RE: NOTICE: RTO Expense Surcharge

Dear FirstEnergy Solutions Customer Care:

Taxation
John E. Bibish IV
Chief of Collections
Jeffrey S. Colturi
Pamela K. Billmaier

The City is in receipt of your letter dated March 14, 2014, where you state your intent to charge the City of Toledo a surcharge for the cold weather we experienced in January. While you call this surcharge a "Pass-Through-Event" Toledo does not believe it qualifies as such. We have been advised that PJM did not, in fact, charge FirstEnergy Solutions any RTO surcharge relative to the cold January. Accordingly, we dispute your claim to bill the City for 1-3% of our annual electric generation expenditure under section 31 of our contract, or any other provision of our contract.

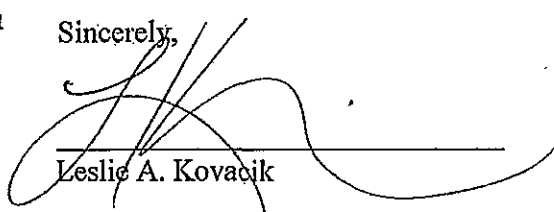
Risk Management
Merritt W. Green, III

Utilities
Leslie A. Kovacik
Joyce Anagnos

The contract between our entities anticipates that we will attempt to resolve disputes in writing (and verbally) and in good faith. Therefore, the City, in good faith, disputes your ability to charge Toledo as you indicated. I would look forward to any information you have relative to the exact nature of the RTO surcharge your company received from PJM. Until and unless it can be clearly proven that the City has a duty to pay this charge, it will dispute such claim, and will withhold, in good faith, any amounts so claimed to be an RTO surcharge.

Prosecutors
David L. Toska
Chief Prosecutor
Arturo M. Quintero
Sharon D. Gaich
Victoria L. Smith
Joseph J. Howe
Michelle S. Turvey-Albert
J. Scott Kunzler
Jimmie Jones
Christopher Lawrence
Rebecca L. West-Estell
Henry J. Schaefer

Sincerely,


Leslie A. Kovacik

Claims Investigation
Lois Cannon, Claims
Lt. Robert Hellom
Civil Liability

cc: Robert R. Reinbolt, Chief of Staff
Adam W. Loukx, Director of Law

420 Madison Ave., Fourth Floor
Toledo, OH 43604 U.S.A.
leslie.kovacik@toledo.oh.gov

TRANSMISSION VERIFICATION REPORT

TIME : 04/23/2014 15:00
NAME : CITY OF TOLEDO DPU
FAX : 4192451853
TEL : 4192451235
SER.# : BROM5J402075

DATE, TIME
FAX NO./NAME
DURATION
PAGE(S)
RESULT
MODE

04/23 15:00
913304361903
00:00:22
01
OK
STANDARD
ECM

CITY OF TOLEDO



DEPARTMENT OF LAW

Adam W. Loukx
Director of Law

General Section
Paul Syring
General Counsel
Eileen Granata

Litigation Section
Jeffrey B. Charles
Chief of Litigation
Merritt W. Green, III
Ellen Grachev
John T. Madigan
Michael Kyser

Taxation
John E. Bibish IV
Chief of Collections
Jeffrey S. Colturi
Pamela K. Billmaier

Risk Management
Merritt W. Green, III

Utilities
Leslie A. Kovacic
Joyce Anagnostis

Prosecutors
David L. Toska
Chief Prosecutor
Arturo M. Quintero
Sharon D. Gaich
Victoria L. Smith
Joseph J. Howe

April 23, 2014

FirstEnergy Solutions Corp.
Attn: Contracts Department
VIA FACSIMILE: 3304361903

RE: NOTICE: RTO Expense Surcharge

Dear FirstEnergy Solutions Customer Care:

The City is in receipt of your letter dated March 14, 2014, where you state your intent to charge the City of Toledo a surcharge for the cold weather we experienced in January. While you call this surcharge a "Pass-Through-Event" Toledo does not believe it qualifies as such. We have been advised that PJM did not, in fact, charge FirstEnergy Solutions any RTO surcharge relative to the cold January. Accordingly, we dispute your claim to bill the City for 1-3% of our annual electric generation expenditure under section 31 of our contract, or any other provision of our contract.

The contract between our entities anticipates that we will attempt to resolve disputes in writing (and verbally) and in good faith. Therefore, the City, in good faith, disputes your ability to charge Toledo as you indicated. I would look forward to any information you have relative to the exact nature of the RTO surcharge your company received from PJM. Until and unless it can be clearly proven that the City has a duty to pay this charge, it will dispute such claim, and will withhold, in good faith, any amounts so claimed to be an RTO surcharge.



341 White Pond Drive
Akron, Ohio 44320

March 14, 2014

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 1040 1

Leslie Kovacik
Toledo, City of
One Govt Ctr Ste 2120
348 S Erie St
Toledo, OH 43604-8633

Re: RTO Expense Surcharge

Dear Leslie Kovacik:

Thank you for selecting FirstEnergy Solutions as your electric generation supplier. As you know, January was an extremely cold month with temperatures reaching record lows, which resulted in a significant increase in energy consumption. In fact, PJM Interconnection – the regional transmission organization that coordinates reliability and the movement of wholesale electricity in our region – initiated emergency operations throughout the month of January.

During these periods of time, PJM incurred extremely high ancillary costs to purchase additional reserve generation needed to keep the bulk electric system reliable throughout these extreme conditions. These costs and additional charges were, in turn, invoiced by PJM to all suppliers serving customers throughout the region.

Pursuant to your agreement with FirstEnergy Solutions, these additional costs and charges are deemed a "Pass-Through Event." As a result, the electric generation costs for the month of January for your accounts served by FirstEnergy Solutions will be adjusted through a charge which will appear as a separate line item on your bill but will not change your contract price. We anticipate the amount of the charge to be approximately 1-3 percent of your annual electric generation expenditure. If your electric generation supply charges are billed by your electric utility, the charge will be reflected in bills rendered after June 1, 2014. If your electric generation supply charges are billed directly by FirstEnergy Solutions, the charge will be reflected in bills rendered after April 15, 2014. The charge appearing in your bill will be based upon your actual usage for the month of January.

This letter does not require you to take any action. This is simply a notification of this Pass-Through Event and that the additional costs and charges will be reflected in future electric bills.

If you have any questions or concerns regarding your charges or this notice, please feel free to visit our website at www.fes.com/RTOexpenseCI. Thank you once again for selecting FirstEnergy Solutions. We appreciate your business and look forward to being your electric generation supplier in the years ahead.

Sincerely,

FirstEnergy Solutions Customer Care

EXHIBIT 8

CITY OF TOLEDO



DEPARTMENT OF PUBLIC UTILITIES

September 30, 2014

FirstEnergy Solutions Corp.
Customer Care A-SPSQ-B3
76 S. Main Street
Akron, Ohio 44308

RE: Account # 56758115
RTO Expense Surcharge Dispute

Dear Sir/Madam:

As you will recall, FirstEnergy Solutions Inc., sent Toledo a letter on March 14, 2014 indicating it was going to be charging its customers for the polar vortex event this past January. The letter claimed this was a "Pass-Through-Event." The City responded on April 23, 2014 indicating it disputed the charge and that Toledo would not be paying said charge.

Please be advised that the City of Toledo received its June electric bill for the Division of Water Reclamation on July 3, 2014. It contained a line item for an RTO surcharge that the City disputes as a PUCO-approved charge. The City processed the June bill for a payment in the amount of \$122,021.98 for the above-referenced account. This amount represents the total bill minus the \$20,648.80 disputed "polar vortex" charge.

Sincerely,



Edward A. Moore
Director

EAM/mjs

Enclosures: Copy of June Electric Bill
FES Letter Dated 3/14/14
City Letter Dated 4/23/14

cc: Alan Ruffell, Plant Administrator
Michael Schreidah, Project Manager
Leslie Kovacik, Senior Attorney

(First Energy 093014 letter)



Toledo, City of
3900 N Summit St
c/o Mike Schreidah, PE, Project Manager
Toledo, OH 43611-3042

Account no: 56758115
Billing Date: June 30, 2014
Page 1

ACCOUNT SUMMARY INFORMATION

Previous Balance	\$93,977.85
Payment Received	\$-93,977.85
Adjustments **	<u>\$20,648.80</u>
Total Balance Forward	\$20,648.80
Current Usage Charges *	\$122,021.98
Total Current Charges	\$122,021.98

* See "Your Energy Charges" section for details.
** See "Other Charges and Adjustments" sections for details.

Total Amount Due

~~\$142,670.78~~

\$122,021.98

You have made the right choice! We're glad you selected FirstEnergy Solutions Corp. and will work hard to continue to earn your business.

If you have questions about this energy bill, please call us at 888-254-6359 before the due date. Our hours are 8am to 5pm ET Monday through Friday. You may also write to us at 341 White Pond Drive, Rm B2, Akron, Ohio 44320.

Past due balances are subject to a late payment charge of 1.5% per month. To avoid late fees, payment of the TOTAL AMOUNT DUE must be received in full by the due date.

\$20,648.80 RTO Expense Surcharge

Thanks for choosing FirstEnergy Solutions Corp. as your energy provider!

FSSBLSTK

Detach here and return this portion with check or money order. Do not staple or fold.

FirstEnergy Solutions Corp.
P.O. Box 3622
Akron, Ohio 44309-3622

Account Number
Due Date
Total Due

56758115
July 30, 2014
\$142,670.78

Amount Enclosed

\$122,021.98

Please write your account number on your check or money order made payable to FirstEnergy Solutions Corp.

☐ FOR CHANGE OF ADDRESS:
Please check here & complete form on reverse. Thank You.



310



Toledo, City of
3900 N SUMMIT ST
C/O MIKE SCHREIDAH, PE, PROJECT MANAGER
TOLEDO OH 43611-3042

1000000000000056758115201407300014267078



Account no: 56758115
Billing Date: June 30, 2014
Page 2

GENERAL INFORMATION

Generation Charge: Charges for the production of electricity. Generation prices and charges are set by the electric generation supplier (EGS) you have chosen.

Transmission Charge: Charges for moving high voltage electricity from a generation facility to the distribution lines of an electric distribution company. The Federal Energy Regulatory Commission regulates transmission prices and services.

If you have problems with your energy service or need to report a problem, please contact your local utility company.

Toledo Edison
300 Madison Avenue
Toledo, OH 436520001
Telephone: 1-800-447-3333

FirstEnergy Solutions Corp. does not handle service outages.

Mail notes and correspondence in a separate envelope to:

FirstEnergy Solutions Corp.
Customer Care A-SPSQ-B3
76 S Main Street
Akron, OH 44308

Mail Payments to:

FirstEnergy Solutions Corp.
P.O. Box 3622
Akron, OH 44309-3622

FESBLSTK

Change of Address? Please fill out and check the box on the reverse side. Thank You.

New Address

City

State or Province

Zip

Work Phone ()

Home Phone ()



Account no: 56768115
Billing Date: June 30, 2014
Page 3

YOUR ENERGY CHARGES

3900 N SUMMIT ST, TOLEDO OH

UTIL# 08007884152250029571

FirstEnergy Solutions Corp.
Electric Service

Mtr.#685834319

Toledo Edison

Service Period May 15, 2014 to June 13, 2014.

Off Peak 1,566,417.6 kWh

Service Period May 15, 2014 to June 13, 2014 - Derived from Interval usage.

1,400,994 kWh On Peak @ \$0.0453/kWh Generation

\$63,465.03

1,566,417.6 kWh Off Peak @ \$0.034/kWh Generation

\$53,258.20

Capacity - 4.306926 MW @ \$20.449935 per day for 17 days

\$2,083.04

Capacity - 1.926797 MW @ \$128.380056 per day for 13 days

\$3,216.71

Current Actual Usage Charges

\$ 122,021.98

FirstEnergy Solutions Corp.

Other Charges and Adjustments

RTO Expense Surcharge

\$20,648.80

Current Other Charges and Adjustments

\$ 20,648.80

TOTAL ENERGY CHARGES FOR UTIL#08007884152250029571

~~\$ 142,670.78~~

\$ 122,021.98

FESBLSTK



CITY OF TOLEDO



DEPARTMENT OF LAW

Adam W. Loukx
Director of Law

April 23, 2014

General Section
Paul Syring
General Counsel
Eileen Granata

FirstEnergy Solutions Corp.
Attn: Contracts Department
VIA FACSIMILE: 3304361903

Litigation Section
Jeffrey B. Charles
Chief of Litigation
Merritt W. Green, III
Ellen Grachek
John T. Madigan
Michael Kyser

RE: NOTICE: RTO Expense Surcharge

Dear FirstEnergy Solutions Customer Care:

Taxation
John E. Bibish IV
Chief of Collections
Jeffrey S. Colturi
Pamela K. Billmaier

The City is in receipt of your letter dated March 14, 2014, where you state your intent to charge the City of Toledo a surcharge for the cold weather we experienced in January. While you call this surcharge a "Pass-Through-Event" Toledo does not believe it qualifies as such. We have been advised that PJM did not, in fact, charge FirstEnergy Solutions any RTO surcharge relative to the cold January. Accordingly, we dispute your claim to bill the City for 1-3% of our annual electric generation expenditure under section 31 of our contract, or any other provision of our contract.

Risk Management
Merritt W. Green, III

Utilities
Leslie A. Kovacik
Joyce Anagnos

The contract between our entities anticipates that we will attempt to resolve disputes in writing (and verbally) and in good faith. Therefore, the City, in good faith, disputes your ability to charge Toledo as you indicated. I would look forward to any information you have relative to the exact nature of the RTO surcharge your company received from PJM. Until and unless it can be clearly proven that the City has a duty to pay this charge, it will dispute such claim, and will withhold, in good faith, any amounts so claimed to be an RTO surcharge.

Prosecutors
David L. Toska
Chief Prosecutor
Arturo M. Quintero
Sharon D. Gaich
Victoria L. Smith
Joseph J. Howe
Michelle S. Turvey-Albert
J. Scott Kunzler
Jimmie Jones
Christopher Lawrence
Rebecca L. West-Estell
Henry J. Schaefer

Sincerely,


Leslie A. Kovacik

Claims Investigation
Lois Cannon, Claims
Lt. Robert Hellom
Civil Liability

cc: Robert R. Reinbolt, Chief of Staff
Adam W. Loukx, Director of Law

420 Madison Ave., Fourth Floor
Toledo, OH 43604 U.S.A.
leslie.kovacik@toledo.oh.gov

March 14, 2014

Leslie Kovacik
Toledo, City of
One Govt Ctr Ste 2120
348 S Erie St
Toledo, OH 43604-8633

Dear Leslie Kovacik:

During these periods of time, PJM incurred extremely high ancillary costs to purchase additional reserve generation needed to keep the bulk electric system reliable throughout these extreme conditions. These costs and additional charges were, in turn, invoiced by PJM to all suppliers serving customers throughout the region.

This letter does not require you to take any action. This is simply a notification of this Pass-Through Event and that the additional costs and charges will be reflected in future electric bills.

Sincerely,

FirstEnergy Solutions Customer Care

)

EXHIBIT 9



Billing Date
10/06/2014

Customer / Account No.
08007884152250029571

Page
1 of 2

341 White Pond Drive
Akron, OH 44320

Service Address
3900 N SUMMIT ST
TOLEDO, OH 43611

**RTO Expense
Surcharge Invoice**
TAKE ACTION IMMEDIATELY

RTO Expense Surcharge
\$ 20,648.80

Sales Tax
\$ 0.00

RE: Customer / Account Number **08007884152250029571**

Dear Customer,

The Past Due Amount shown above reflects charges for your account's RTO Expense Surcharge, which is authorized under the terms of your Agreement with FirstEnergy Solutions Corp. If you do not pay the past-due balance, you will be in breach of your Agreement for failure to pay amounts when due.

If full payment of the Past Due Amount is not received within 30 days, collections activity will be initiated. Per the Agreement, you will be obligated to pay all costs, including late charges, on the Past Due Amount as a result of your default.

In addition, if the account is active, your service with FirstEnergy Solutions will be cancelled – subject to the local distribution company rules and regulations – and returned to your utility's default service. You will continue to be responsible for paying for service delivered up to and including the effective termination date. You also will be obligated per the Agreement to pay all costs associated with early termination as a result of your default.

For more information about the RTO Expense Surcharge, you can visit fes.com/RTOexpenseCI or call FirstEnergy Solutions at 1-888-809-8436, weekdays between 8 a.m. and 5 p.m.

Detach and return bottom portion with payment.



Service Address	Customer / Account No.	
3900 N SUMMIT ST TOLEDO, OH 43611	08007884152250029571	
	ABP# 56758115	
Due Date	Billing Date	Total Amount Due
11/05/2014	10/06/2014	\$ 20,648.80

\$, .



***AUTO**SCH 3-DIGIT 434 C 14 P 17 4493 1 AT 0.403 4493
CITY OF TOLEDO
3900 N SUMMIT ST
C/O MIKE SCHREIDAH, PE, PROJECT MANAGER
TOLEDO OH 43611-3042

Please write your account number on your check or money order made payable to **FirstEnergy Solutions Corp.**

1000000000000056758115201410060002064880



Billing Date
10/06/2014

Account No.
08007884152250029571

Page
2 of 2

How to Reach us...

Office Hours...

Monday through Friday
8:00 a.m. EST – 5:00 p.m. EST

For more information regarding the
surcharge please visit
www.fes.com/RTOexpenseCI. You may
also call us at 1-888-809-8436 or write to
us at: 341 White Pond Drive, Rm B2
Akron, Ohio 44320.

Detach and return bottom portion with payment.

Address Information Changes

Effective Date: _____

New Address: _____

City: _____ State: _____ Zip: _____

Work Phone: (_____) _____

Home Phone: (_____) _____

PLACE THIS STUB SO THAT THE
REMIT TO ADDRESS SHOWS
THROUGH THE WINDOW OF THE
PAYMENT ENVELOPE.



FirstEnergy Solutions
PO BOX 3622
AKRON OH 44309-3622