

FILE

**BEFORE THE
PUBLIC UTILITIES COMMISSION OF OHIO**

In The Matter of the)
City of Toledo for Certification)
As a Governmental Aggregator)

Case No. 00-1915-EL-GAG

**MOTION FOR EXTENSION OF CERTIFICATE EXPIRATION DATE AND
MEMORANDUM IN SUPPORT**

I. MOTION FOR EXTENSION

Now comes the City of Toledo ("City") and moves that the Public Utilities Commission of Ohio ("Commission") grant an extension of the November 13, 2010, expiration date of its certificate to provide governmental aggregation services. Inadvertently, City did not file an application for renewal of Certificate 00-026 (5) within the 30-120 day advance window set forth in rule 4901:1-27-09 of the Ohio Administrative Code ("OAC"). City filed its renewal application, out of time, on October 19, 2010, and City seeks an extension of its certificate's expiration date while the Commission is considering the renewal application.

II. MEMORANDUM IN SUPPORT

City was originally granted the authority to provide governmental aggregation services on November 13, 2000, and its current certificate expired on November 13, 2010. Since its initial certification, the City has chosen a supplier for the retail electric services for its residents and small commercial consumer, and power is flowing to these consumers under their aggregation program. Unfortunately, due to an inadvertent oversight with regard to the timing for filing, City did not realize that the advance filing date for its certificate renewal has passed.

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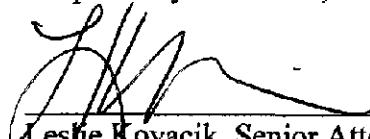
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The City filed its renewal application on October 19, 2010. While the Commission considers the renewal, Toledo requests an extension of the expiration date of its certificate from November 13, 2010 to November 20, 2010, to allow for the thirty day review period from the October 19, 2010 renewal application filing date.

The City's request for an extension is reasonable under the circumstances and should be granted. Should City's ability to provide aggregation services expire on November 13, 2010, its consumers would be at a disadvantage in that they would not be able to receive the most competitive electric rate. Although City inadvertently failed to file its renewal application within the 30-120 day window as set forth in Rule 4901:1-27-09 (A), in substance there have been no material changes in City's operation of its aggregation program. Indeed, except for the automatic expiration date of its Certificate 00-026 (5), City has done nothing that would warrant suspension or rescission of its authority. Since City's dilemma has been caused by an inadvertent oversight, an extension would allow it to obtain renewal of its certificate without causing inconvenience to its consumers. Indeed, extension of the expiration date is necessary to prevent irreparable harm to City and its consumers, and would prevent disruption in service to City residential and small commercial consumers. City respectfully submits that an extension of its certificate expiration date is in the public interest.

Wherefore, City respectfully urges the Commission to grant the extension.

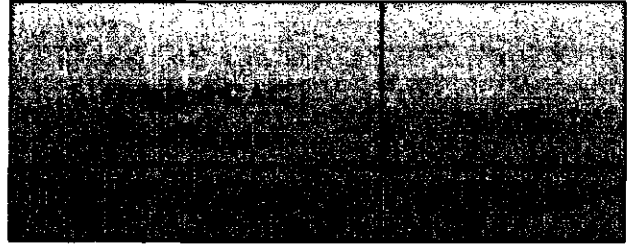
Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Leslie Kovacik', is written over a horizontal line.

Leslie Kovacik, Senior Attorney
City of Toledo



The Public Utilities Commission of Ohio



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 Toledo

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

PUCO Certificate # and Date Certified 00-0264(5) 11/13/10

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

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

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

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

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

A-5 Contact person for regulatory or emergency matters

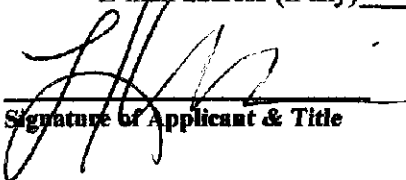
Name Leslie A. Kovacik
Title Senior Attorney
Business address 420 Madison Ave., Suite 100, Toledo, Ohio 43604-1219
Telephone # (419) 245-1893 Fax # (419) 245-1853
E-mail address (if any) leslie.kovacik@toledo.oh.gov

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

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

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


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


Signature of Applicant & Title

Sworn and subscribed before me this 19th day of October, 2010 Year
Month _____


Signature of official administering oath

My commission expires on _____


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

AFFIDAVIT

State of Ohio :

Tolero ss.
(Town)

County of Lucas :

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


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

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

1. The Applicant herein, attests under penalty of false statement that all statements made in the application for certification renewal are true and complete and that it will amend its application while the application is pending if any substantial changes occur regarding the information provided in the application.
2. The Applicant herein, attests it will timely file an annual report with the Public Utilities Commission of Ohio of its intrastate gross receipts, gross earnings, and sales of kilowatt-hours of electricity pursuant to Division (A) of Section 4905.10, Division (A) of Section 4911.18, and Division (F) of Section 4928.06 of the Revised Code.
3. The Applicant herein, attests that it will timely pay any assessments made pursuant to Sections 4905.10, 4911.18, or Division F of Section 4928.06 of the Revised Code.
4. The Applicant herein, attests that it will comply with all Public Utilities Commission of Ohio rules or orders as adopted pursuant to Chapter 4928 of the Revised Code.
5. The Applicant herein, attests that it will cooperate fully with the Public Utilities Commission of Ohio, and its Staff on any utility matter including the investigation of any consumer complaint regarding any service offered or provided by the Applicant.
6. The Applicant herein, attests that it will fully comply with Section 4928.09 of the Revised Code regarding consent to the jurisdiction of Ohio Courts and the service of process.
7. The Applicant herein, attests that it will comply with all state and/or federal rules and regulations concerning consumer protection, the environment, and advertising/promotions.
8. The Applicant herein, attests that it will use its best efforts to verify that any entity with whom it has a contractual relationship to purchase power is in compliance with all applicable licensing requirements of the Federal Energy Regulatory Commission and the Public Utilities Commission of Ohio.
9. The Applicant herein, attests that it will cooperate fully with the Public Utilities Commission of Ohio, the electric distribution companies, the regional transmission entities, and other electric suppliers in the event of an emergency condition that may jeopardize the safety and reliability of the electric service in accordance with the emergency plans and other procedures as may be determined appropriate by the Commission.
10. If applicable to the service(s) the Applicant will provide, the Applicant herein, attests that it will adhere to the reliability standards of (1) the North American Electric Reliability Council (NERC), (2) the appropriate regional reliability council(s), and (3) the Public Utilities Commission of Ohio. (Only applicable if pertains to the services the Applicant is offering)

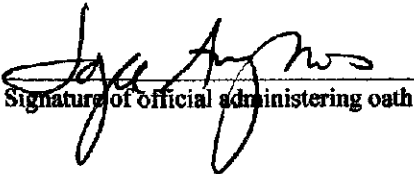
11. The Applicant herein, attests that it will inform the Commission of any material change to the information supplied in the renewal application within 30 days of such material change, including any change in contact person for regulatory purposes or contact person for Staff use in investigating customer complaints.
12. The Applicant herein, attests that if the opt-out is in draft form, the Applicant will docket the final opt-out (including beginning and ending dates of the 21-day -out period and the selected CRES supplier) with the Commission within 10 days prior to providing or offering service.

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



Signature of Affiant & Title

Sworn and subscribed before me this 19th day of October, 2010
Month Year



Signature of official administering oath

My commission expires on _____



Joyce Anagnos

Print Name and Title

JOYCE ANAGNOS
ATTORNEY AT LAW

Notary Public, State of Ohio

My Commission has no Expiration Date
Section 147.03 ORC

EXHIBIT A-2

Question: Provide a copy of the authorizing ordinance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Vote on emergency clause: yeas 11, nays 0.

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

ATTEST:

MICHAEL J. BEAZLEY
Clerk of Council
Council

PETER UJVAGI

President of

Approved: August 23, 2000
CARLETON S. FINKBEINER
Mayor

EXHIBIT A-3

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

Answer: It is attached hereto.

CITY OF TOLEDO ELECTRIC AGGREGATION PROGRAM

PLAN OF OPERATION AND GOVERNANCE

For additional information contact:

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

Purpose

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

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

Process

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

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

Toledo's Aggregation Program

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

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

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

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

Services

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

The Northwest Ohio Aggregation Coalition

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

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

Funding

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

Notification

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

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

Transferring customers

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

Customer opt-out

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

Customer opt-in

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

Disputes

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

Termination of the Aggregation Program

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

Supplier Requirements

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

Billing

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

EXHIBIT A-4

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

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

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

Community Logo's as was done previously

September 2, 2010

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 you are guaranteed a price of \$0.0632 per kWh through May 2011. While your consumption and usage pattern will affect your savings, a typical customer can expect savings of \$30-\$40 annually.

You have until September 23, 2010 to return the enclosed "opt-out" form if you wish to be excluded from the community's electric aggregation program and remain a full service customer of Toledo Edison. If you don't opt out at this time, you will begin to receive service 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 governmental 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

By returning this signed form, you will be excluded from the opportunity to join with other residents in the Electric Governmental 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: _____

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 fixed price 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 1-888-636-3749, 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.

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

In this program, your price for residential power is fixed. While the actual price per kilowatt-hour charged by the utility may change each month based on the season and your usage, the price per kilowatt-hour from FirstEnergy Solutions will remain fixed throughout the entire term.

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

- 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 fixed 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.
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 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-out 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 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.
- 8. Contract Expiration.** At least every three years, you will be given the opportunity to opt-out of 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 1-800-686-7826 (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.
- 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.

EXHIBIT A-7

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

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

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