

341 White Pond Dr., Bldg B-3 Akron, OH 44320

TUILINIA 29 PH 1:47

March 28, 2011

Ms. Renee Jenkins Public Utilities Commission of Ohio 180 East Broad St. Columbus, OH 43215

Subject: Residential & Commercial Opt-Out Notices for:

Holland: Case No: 00-2212-EL-GAG Oregon: Case No: 00-2075-EL-GAG Maumee: Case No: 00-2331-EL-GAG Perrysburg: Case No: 01-2383-EL-GAG Sylvania: Case No: 00-2089-EL-GAG Toledo: Case No: 00-1915-EL-GAG Lucas County: Case No: 00-2027-EL-GAG Lake Twp: Case No: 04-0038-EL-GAG Perrysburg Twp: Case No: 10-2654-EL-GAG Northwood: Case No: 00-2116-EL-GAG

Dear Ms. Jenkins:

Please find enclosed ten copies and originals of the Opt-out Aggregation Notices to be sent on or after April 8, 2011 to all eligible residential and commercial customers in the Village of Holland, Cities of Oregon, Maumee, Northwood, Perrysburg, Sylvania and Toledo, Lucas County, Lake Township and Perrysburg Township which are all members of the Northwest Ohio Aggregation Coalition. The opt-out period will end on April 29, 2011. Also included is an Opt-in notification to be sent to mercantile and national account customers who otherwise would be excluded from the program.

FirstEnergy Solutions is providing aggregation services to the NOAC communities, and in this capacity, are filing this information on their behalf. Please docket these notices under the above case numbers.

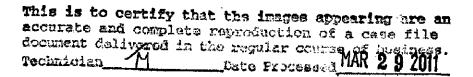
Should there be questions and/or additional information required, please contact me via phone 330-436-2724 or email cappolito@fes.com.

Sincerely,

silette (Appolity

Collette Appolito Government Aggregation

enclosures





April 8, 2011

Dear Residential Electric Customer,

Your community, as a member of the Northwest Ohlo 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 ten 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 2014,

As a member of this aggregation you are guaranteed to pay 6 percent less for the competitive portion of your electric supply through May 2014 than if you had not joined the community's governmental aggregation program. While your consumption and usage pattern will affect your savings, a typical customer can expect savings of \$30 to \$40 annually.

You have until April 29, 2011 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 <u>www.firstenergv.com.com</u>, 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

RESIDENT

Option 1: Do nothing and save. If you want to participate in this program and save, you do not need to return this form. Your enrollment is automatic. OR If you progr due d

Option 2: Opt out by returning this form. If you do not want to participate in this program, you must return this form before the due date.

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:_

Mall by April 29, 2011 to: NOAC Electric Governmental Aggregation Program, 341 White Pond Drive, Bidg. B-3, Akron, Ohio 44320

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 6% discount from FirstEnergy Solutions.

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

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

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

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

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

You can stay with your current electric utility, which will continue to supply your electricity as it always has. Or, you can shop for a new competitive electric supplier. A list of competitive electric suppliers certified by the Public Utilities Commission of Ohio and their current prices is available by calling 1-800-686-PUCO (1-800-686-7826).

Can I opt out over the phone?

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

Who is FirstEnergy Solutions?

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

What is the toll-free number for questions?

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

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

Yes, Toledo Edison will continue to offer those programs. However, budget billing applies only to charges from Toledo Edison.

The budget billing program does not apply to your charges from FirstEnergy Solutions. FirstEnergy Solutions is a different company from Toledo Edison. On your monthly Toledo Edison bill, you'll notice a charge from FirstEnergy Solutions for generation and transmission.

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

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

Solutions

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 8. supplier of electricity.

TERMS AND CONDITIONS OF SERVICE

- Eligibility. Only Residential Customer accounts not enrolled in the 9. Percentage of Income Plan Program (PIPP) and small commercial customers with a peak demand below 399 KW are eligible for this offer from FES. FES reserves the right to refuse enrollment to any customer with an outstanding balance.
- 2. Basic Service Prices. During the term of this Contract, you agree to pay FES for a total combined Transmission, Generation, and Generation Related Charges. You will be billed at the percentage off your EDU Price to Compare per KWh per billing month, as specified in the opt-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.

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

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

- 3. Length of Agreement. As a part of your community's program, your service from FES will commence with the next available meter reading and after processing of the enroliment 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.

 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.

- 5. 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.
- r. 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.
- 3. 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.
- a. 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.PUCC.ohio.gov. Customers may also call the Ohio Consumers' Counsel (OCC) at 1-877-742-5622 (toll free) from 8:00 am to 5:00 pm weekdays or at www.pickocc.org.
- 10. Miscellaneous. You have the right to request from FES, twice within a 12 month period, up to 24 months of payment history, without charge.

FES will not release your Social Security number and/or account number(s) without your written consent

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

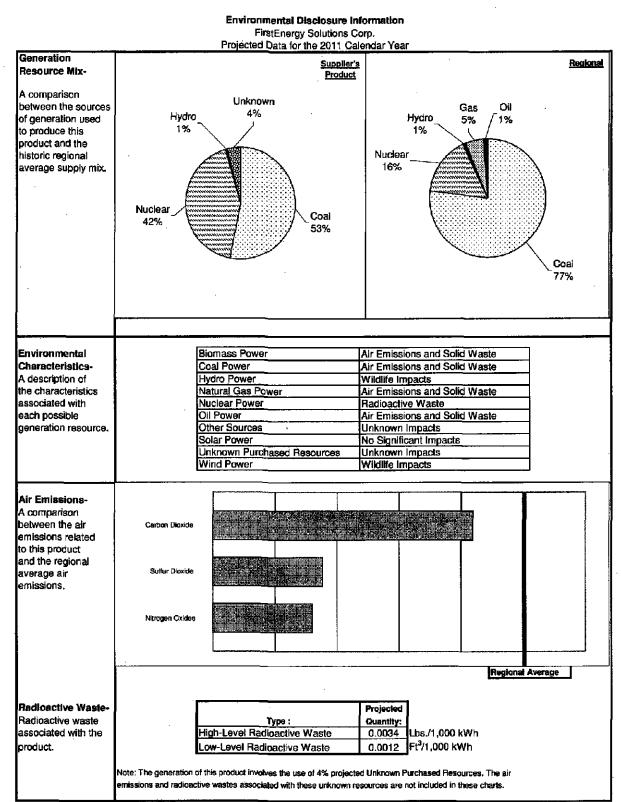
FES may assign its rights to another, including any successor, in accordance with the rules and regulations of the PUCO.

FES assumes no responsibility or liability for the following items that are the responsibility of the EDU: operation and maintenance of the EDU's electrical system, any interruption of service, termination of service, or deterioration of the EDU's service. In the event of a power outage, you should contact your local EDU.

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

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

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



Renewable Energy Credits: FirstEnergy Solutions purchases renewable energy credits (RECs) as a means of complying with the renewable energy resource benchmark under the state's alternative energy portfolio standard requirements. The requirement for 2011 is 1.0% renewable, including 0.03% solar.

With in-depth analysis, the environmental characteristics of any form of electric generation will reveal benefits as well as costs. For further information, contact FirstEnergy Solutions Corp at www.fes.com or by phone at 1-888-254-6359.



April 8, 2011

Dear Commercial Electric Customer,

Your community, as a member of the Northwest Ohio Aggregation Coalition (NOAC), is providing you with the opportunity to save money on your electric bills by joining with other local businesses. Through a concept called governmental aggregation, savings are achieved by grouping consumers to gain buying power for the purchase of electricity. Local voters approved this program several years ago. NOAC is a group of ten 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 2014.

As a member of this aggregation, you are guaranteed each month to pay 4 percent less for the competitive portion of your electric supply through May 2014 than if you had not joined the community's governmental aggregation program.

You have until April 29, 2011 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 <u>www.firstenergycorp.com</u>, 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 ~ BUSINESS ELECTRIC GOVERNMENTAL AGGREGATION PROGRAM

Option 1: Do nothing and save. If you want to participate in this program and
save, you do not need to return this form. You mroliment is automatic.

OR	ł
	F
	0

Option 2: Opt out by returning this form. If you do not want to participate in this program, you must return this form before the due date.

By returning this signed form, you will be EXCLUDED from the opportunity to join with other businesses 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:

Mall by April 29, 2011 to: NOAC Electric Governmental Aggregation Program, 341 White Pond Drive, Bidg. B-3, Akron, Ohio 44320

What is aggregation?

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

How is the community able to choose a certified electric generation supplier on my behalf?

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

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

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

What does "opt out" mean?

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

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

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

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

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

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

You can stay with your current electric utility, which will continue to supply your electricity as it always has. Or, you can shop for a new competitive electric supplier. A list of competitive electric suppliers certified by the Public Utilities Commission of Ohio and their current prices is available by calling 1-800-686-PUCO (1-800-686-7826).

Can I opt out over the phone?

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

Who is FirstEnergy Solutions?

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

What is the toll-free number for questions?

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

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

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

Solutions

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 **8.** supplier of electricity.

TERMS AND CONDITIONS OF SERVICE

- Eligibility. Only Residential Customer accounts not enrolled in the 9. 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 Sarvice Prices. During the term of this Contract, you agree to pay FES for a total combined Transmission, Generation, and Generation Related Charges. You will be billed at the percentage off your EDU Price to Compare per KWh per billing month, as specified in the opt-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.

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

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

- 3. Length of Agreement. As a part of your community's program, your service from FES will commence with the next available meter reading and after processing of the enrollment by your EDU, and will continue for the term as specified in the opt-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.

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 enroliment by your EDU.
- 5. 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 (toil-free) M-F 8AM 5PM EST or in writing at 341 White Pond Drive, Attn: Contract Administration, Akron, OH 44320. Our web address is www.firstenergysolutions.com. If your complaint is not resolved after you have called your electric supplier and/or your electric utility, or for general utility Information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or TTY at 1-800-686-1570 (toll free) from 8:00 am to 5:00 pm weekdays or at www.PUCO.ohio.gov. Customers may also call the Ohio Consumers' Counsel (OCC) at 1-877-742-5622 (toll free) from 8:00 am to 5:00 pm weekdays or at www.pickocc.org.
- Miscellaneous. You have the right to request from FES, twice within a 12 month period, up to 24 months of payment history, without charge.

FES will not release your Social Security number and/or account number(s) without your written consent

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

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

FES assumes no responsibility or liability for the following items that are the responsibility of the EDU: operation and maintenance of the EDU's electrical system, any interruption of service, termination of service, or deterioration of the EDU's service. In the event of a power outage, you should contact your local EDU.

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

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

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

Environmental Disclosure Information FirstEnergy Solutions Corp. Projected Data for the 2011 Calendar Year Generation Supplier's Regional **Resource Mix-**Product A comparison Unknown between the sources Oil Gas 4% Hydro Hydro of generation used 5% 1% 1% to produce this 1% product and the historic regional Nuclear 16% average supply mix. Nuclear Coal 42% 53% Coal 77% Environmental Biomass Power Air Emissions and Solid Waste Characteristics-Coal Power Air Emissions and Solid Waste A description of Wildlife Impacts Hydro Power the characteristics Natural Gas Power Air Emissions and Solid Waste **Radioactive Waste** associated with Nuclear Power each possible Oil Power Air Emissions and Solid Waste generation resource. Unknown Impacts Other Sources Solar Power No Significant Impacts Unknown Purchased Resources Unknown Impacts Wind Power Wildlife Impacts Air Emissions-A comparison between the air Carbon Dioxide emissions related to this product and the regional Sullur Dioxide average air emissions. Nitrogen Oxides Regional Average Radioactive Waste-Projected Radioactive waste Quantity: Туре associated with the High-Level Radioactive Waste 0.0034 .bs./1,000 kWh 0.0012 Ft³/1,000 kWh product. Low-Level Radioactive Waste Note: The generation of this product involves the use of 4% projected Unknown Purchased Resources. The air

Renewable Energy Credits: FirstEnergy Solutions purchases renewable energy credits (RECs) as a means of complying with the renewable energy resource benchmark under the state's alternative energy portfolio standard requirements. The requirement for 2011 is 1.0% renewable, including 0.03% solar,

missions and radioactive wastes associated with these unknown resources are not included in these charts.

With in-depth analysis, the environmental characteristics of any form of electric generation will reveal benefits as well as costs. For further information, contact FirstEnergy Solutions Corp at www.tes.com or by phone at 1-888-254-6359.



April 8, 2011

Dear Commercial Electric Customer,

Because your business is located within a community that is a member of the Northwest Ohio Aggregation Coalition (NOAC), you qualify for discounted savings on your electric generation. Through governmental aggregation, your community has negotiated and secured a special discounted price on electric generation from FirstEnergy Solutions, a subsidiary of FirstEnergy.

To take advantage of this offer, you must complete and return the opt-in form below by April 29, 2011. By doing so, you receive savings of 4 percent off your Price to Compare through May 2014 on your electric generation. You will also continue to receive a single easy-to-read bill and reliable service from your local electric utility – Toledo Edison. FirstEnergy Solutions' charges will be noted on the bill separately, but what you will notice most is the savings.

We are pleased we were able to negotiate this energy dollar savings on your behalf as part of Ohio's electric law. Be sure to complete and return the attached opt-in form below no later than April 29, 2011.

We know you will appreciate the savings we are able to return to you through our governmental aggregation program. If you have any questions, call FirstEnergy Solutions at 1-866-636-3749, 8 a.m. - 5 p.m., Monday – Friday.

Sincerely,

Local Officials

Yes! I want to opt-in for savings through the electric governmental aggregation program.

(Please check)

Account Holder Name on Electric Bill			
Electric Service Address	· · · · · · · · · · · · · · · · · · ·	<u></u>	
Phone Number			
Account Holder Signature	•		
Date			

Mail by April 29, 2011 to NOAC Electric Governmental Aggregation Program, 76 S. Main Street, Akron, OH 44308

FirstEnergy

Solutions

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

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

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

DEFINITIONS:

Generation Service - The production of electricity.

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

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

RIGHT OF RESCISSION – If you opt-in and are enrolled to receive generation service from FES, your EDU will send you a confirmation letter. You will have the right to rescind your enrollment within seven (7) calendar days following the postmark date of the confirmation letter by following the instructions contained in the letter. The Right of Rescission only applies when a customer switches to a generation supplier and not on renewal enrollments. Your EDU will not send a confirmation notice upon any renewal of this Agreement. Should you choose not to opt-in to your community's program, you will be served by your EDU's standard service offer established pursuant to section 4928.14 of the Ohio Revised Code unless you choose an alternate 8. supplier of electricity.

TERMS AND CONDITIONS OF SERVICE

- Eligibility. Only Residential Customer accounts not enrolled in the 9. Percentage of Income Plan Program (PIPP) and small commercial customers with a peak demand below 399 KW are eligible for this offer from FES. FES reserves the right to refuse enrollment to any customer with an outstanding balance.
- 2. Basic Service Prices. During the term of this Contract, you agree to pay FES for a total combined Transmission, Generation, and Generation Related Charges. You will be billed at the percentage off your EDU Price to Compare per KWh per billing month, as specified in the opt-in notification. Your Price to Compare consists of bypassable transmission, generation and transmission and generation related components, which are charges associated with the costs of purchased power and the cost to deliver the power through the transmission system. These are the charges that you would avoid for that billing period when you switch to FES.

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

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

- 3. Length of Agreement. As a part of your community's program, your service from FES will commence with the next available meter reading and after processing of the enrollment by your EDU, and will continue for the term as specified in the opt-in notification, ending on the meter read for the last month of service. For the period beginning June 2011, the program may be terminated or modified due to unforeseen regulatory action. Should the program be terminated, you will be returned to the standard service offer or its successor.
- 4. Billing. You will continue to receive a single bill from your EDU that will contain both your EDU and FES charges. FES does not offer budget billing. If you do not pay your bill by the due date, FES may cancel this

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

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

- a. Cancellation/Termination Provisions. If this agreement is not rescinded during the rescission period, enrollment will be sant to your EDU. You may terminate this Agreement, without penalty, if you move out of the EDU service territory or into an area where FES will charge a different price. There will be a \$25 charge for residential customers and a \$50.00 charge for commercial customers if you terminate this Agreement for any other reason, except as expressly provided herein. Should you cancel service with FES and return to standard service offer with your EDU, you may not be served under the same rates, terms, and conditions that apply to other EDU customers.
- Customer Consent and Information Release Authorization. By choosing to opt in to your community's aggregation program, you understand and agree to the terms and conditions of this Agreement with FES. You authorize FES to obtain information from the EDU that includes, but is not limited to: billing history, payment history, historical and future electricity usage, meter readings, and characteristics of electricity service. FES reserves the sole right to determine if your credit standing is satisfactory before accepting your enrollment request. This Agreement shall be considered executed by FES following acceptance of your enrollment request by FES, the end of the 7 day rescission period and subsequent acceptance of the enrollment by your EDU.
- a. Contract Expiration. At least every three years, you will be given the opportunity to opt-in to your community's aggregation program at no cost. You are responsible for arranging for your electric supply upon termination of this Contract.
- 9. Dispute Procedures. Contact FES with any questions concerning the terms of service by phone at 1-888-254-6359 (toll-free) M-F 8AM 5PM EST or in writing at 341 White Pond Drive, Attn: Contract Administration, Akron, OH 44320. Our web address is www.firstenergysolutions.com. If your complaint is not resolved after you have called your electric supplier and/or your electric utility, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (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.

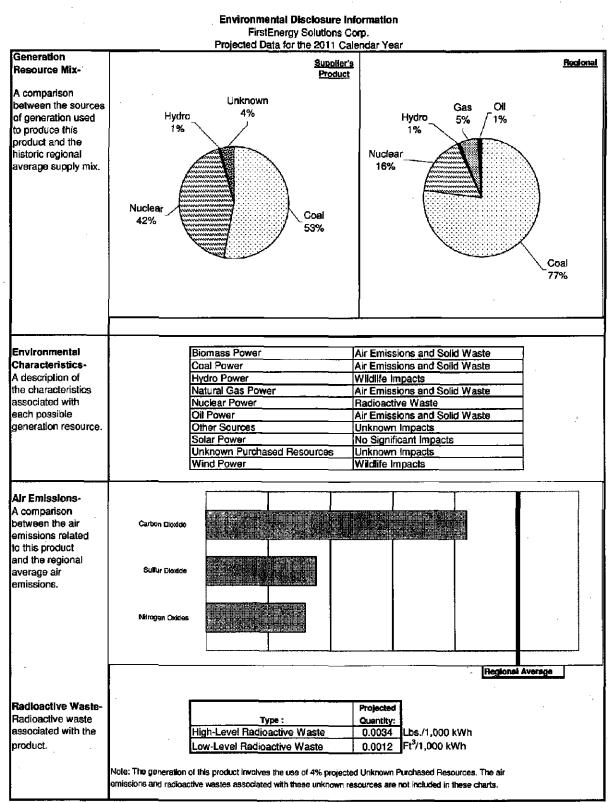
FES may assign its rights to another, including any successor, in accordance with the rules and regulations of the PUCO.

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 reprice the applicable account(s) or terminate the agreement.

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

 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.



Renewable Energy Credits: FirstEnergy Solutions purchases renewable energy credits (RECs) as a means of complying with the renewable energy resource benchmark under the state's alternative energy portfolio standard requirements. The requirement for 2011 is 1.0% renewable, including 0.03% solar.

With in-depth analysis, the environmental characteristics of any form of electric generation will reveal benefits as well as costs. For further information, contact FirstEnergy Solutions Corp at www.fes.com or by phone at 1-888-254-6359.