

PUCO EXHIBIT FILING

Date of Hearing: 4-26-12

BEFORE

THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Commission Review  
of the Capacity Charges of Ohio Power  
Company and Columbus Southern Power  
Company )

Case No. 10-2929-EL-UNC

List of exhibits being filed:

FES EXHIBITS

120 - AEP Retail Energy offer

AEP EXHIBITS

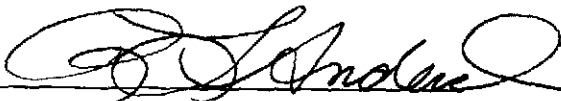
112 - Filing Instructions

113 - Terms and conditions,  
environmental disclosure,  
frequently asked questions  
for Reynoldsburg  
aggregation program

114 - Confidential exhibit

115 - Confidential exhibit

116 - Confidential exhibit

Reporter's Signature: 

Date Submitted: 5-10-12

28  
RECEIVED BOOKETING DIV.  
2012 MAY 10 PM 2:15  
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Technician

1           BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO

2                               - - -

3   In the Matter of the               :  
4   Commission Review of the       :  
5   Capacity Charges of Ohio   : Case No. 10-2929-EL-UNC  
6   Power Company and Columbus:  
7   Southern Power Company.       :

6                               - - -

7                               PROCEEDINGS

8   before Ms. Greta See and Ms. Sarah Parrot, Attorney  
9   Examiners, and Commissioner Andre Porter, at the  
10   Public Utilities Commission of Ohio, 180 East Broad  
11   Street, Room 11-A, Columbus, Ohio, called at 8:30  
12   a.m. on Thursday, April 26, 2012.

13                               - - -

14                               VOLUME VIII

15                               - - -

16                               PUBLIC VERSION

17                               - - -

18  
19  
20  
21  
22                               ARMSTRONG & OKEY, INC.  
23                               222 East Town Street, Second Floor  
24                               Columbus, Ohio 43215-5201  
25                               (614) 224-9481 - (800) 223-9481  
                              Fax - (614) 224-5724

                              - - -



8850 0000 0100  
FES Ex 120

**FINALLY!**  
**YOU CAN CHOOSE TO**  
**SAVE UP TO**  
**24%**  
**ON YOUR**  
**ELECTRICITY BILL.**

Or Current Resident  
9177 Barton Dr  
Strongsville, OH 44149-2041

Dear [REDACTED]

Congratulations! You are pre-qualified to switch electricity service to AEP Retail Energy, a subsidiary of American Electric Power, and receive up to 24%<sup>1</sup> savings on your electricity bill. That is why we are known as the **Experts in Electricity Savings®** in Ohio. AEP Retail Energy is experienced in serving the Columbus, Cincinnati and Dayton areas and is now proud to serve residents in Akron, Cleveland and Toledo. We are offering the lowest price of 5.69 cents per kWh for 24 months<sup>2</sup> in your neighborhood.

**AEP Retail Energy  
Price Comparison  
Chart**

Your Price	Ohio Edison Rates per kWh	The Illuminating Company Rates per kWh	Toledo Edison Rates per kWh
FirstEnergy Utility Rates	up to 6.88¢	up to 7.44¢	up to 7.45¢
AEP Retail Energy's Price	5.69¢	5.69¢	5.69¢
AEP Retail Energy Estimated Savings <sup>3</sup>	<b>17%</b> <b>SAVINGS</b>	<b>24%</b> <b>SAVINGS</b>	<b>24%</b> <b>SAVINGS</b>

**How Does It Work?**

It's easy to start saving on your electricity bill. You don't need any new equipment or new wires to your home! Your local utility FirstEnergy will continue to read your meter and you can continue to pay one bill monthly. Now, you can receive the same Generation electricity service from AEP Retail Energy, but pay less for it. See comparison chart above for details.

**Mail, Call or Click & Save.**

There are three easy ways to sign up with us by **May 18, 2012** and we'll take care of all the details. **Please have your current utility bill handy because your customer number is required to sign up.**

Sincerely,

Courtney Mehan, Marketing & Sales

P.S. Don't miss this opportunity to enroll now!



**Mail:**

Complete the Enrollment Consent Form in full below and include a current copy of your utility bill in the pre-paid envelope.



**Phone:**

Call 1-855-300-7191 Monday through Friday, 8 a.m. - 7 p.m. and Saturday, 9 a.m. - 1 p.m., EST.



**Online:**

Visit [AEPRetailEnergy.com/SaveNow](http://AEPRetailEnergy.com/SaveNow) anytime.

You can choose to stop receiving "prescreened" offers of credit from this and other companies by calling toll-free 1-888-50PT OUT. See PRESREEN & OPT-OUT NOTICE on other side or more information about prescreened offers.



Find Your Customer Number on  
Page 3 of Your Current Electricity Bill

Fill in your FirstEnergy utility customer number (20 digits) below:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Account Owner Name: \_\_\_\_\_

9177 Barton Dr  
Strongsville, OH 44149-2041

County \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Required)

Terms & Condition Version: FE12.04.01OH\_ResCon  
FE12.04.01-DM

**ENROLLMENT CONSENT FORM**  
Please print clearly.



**Yes, I Want to Enroll with AEP Retail Energy: 5.69 cents per kWh for 24 months.**  
Promo Code: EG16847

By signing this Enrollment Consent Form, I am authorizing AEP Retail Energy to be my electricity provider, obtain information about my account and process my enrollment with AEP Ohio under the enclosed stated Terms and Conditions which I have read and agreed to. I understand that I may contact AEP Retail Energy at 1-855-300-7191, write to: AEP Retail Energy at PO Box 1416, Columbus, OH 43216, fax 1-866-872-4069, or visit [AEPRetailEnergy.com](http://AEPRetailEnergy.com) if I have additional questions. The advertised offer is available through May 18, 2012. Offer is subject to availability.

- ☐ Yes, AEP Retail Energy may email me account and promotion information.
- ☐ Yes, please set up my account on the Budget Billing plan for AEP Retail Energy's charges.
- ☐ Check here if you have a different mailing address and please provide it on the back of this form. If any of the other information is incorrect, please call us to enroll.

# Frequently Asked Questions

## Who is AEP Retail Energy?

AEP Retail Energy is a certified Competitive Retail Electric Service provider and a subsidiary of American Electric Power. AEP Retail Energy is headquartered in Columbus, Ohio and sells electricity to customers at market-based rates rather than regulated prices offered by your local utility FirstEnergy.

## What is electricity deregulation?

Put simply, there are three major components in supplying electricity:

- **Generation** (the actual electricity supply)
- **Transmission** (large transmission lines and towers that carry electricity over longer distances)
- **Distribution** (local electric poles and wires)

In Ohio, customers are free to choose who, in some instances, supplies the Generation and Transmission portion of their electricity service. They can purchase these services from a competitive retail electric service provider such as AEP Retail Energy.

## How is this program possible?

The Ohio Electric Choice Program was created to give Ohioans a choice of electricity providers. When choosing an alternate electricity provider like AEP Retail Energy, you are able to keep the same electricity service except you pay a lower price per kWh. If you need more information, please visit [aepretailenergy.com](http://aepretailenergy.com).

## How will I be billed for the amounts I owe to AEP Retail Energy?

You will continue to receive **one bill** each month from your local utility. The amount that you owe to AEP Retail Energy will be separately stated on your bill, and you will continue to make payments to FirstEnergy only.

## Why can't my local utility simply lower my current rate?

FirstEnergy, the local utility, is regulated and must charge rates approved by the Public Utility Commission of Ohio (PUCO). When market prices decrease, AEP Retail Energy is able to react with lower prices to help you save money. You may enroll with AEP Retail Energy to take advantage of your electricity savings.

## If I sign up, when will my new price begin?

Your supply price per kWh will begin on the next available meter-reading date after FirstEnergy accepts your enrollment as a customer of AEP Retail Energy. This typically takes up to 45-75 days after your enrollment request.

## How do I estimate my savings?

You can compare the price per kilowatt-hour (kWh) through this program with your local utility rate by finding your 'Price to Compare' on your electricity bill. This is the price you currently pay for electric generation service from the utility. Take your Price to Compare minus the offer price. This equals your savings per kWh. Divide your savings per kWh by 100 and then multiply by your monthly usage (kWh) to determine your savings per month.

## SAMPLE ELECTRICITY BILL

Page 3 of 4

Charges from this billing period:

When contacting a Certified Electric Service Provider, please provide the customer numbers below.

**Basic Charges**

Customer Number: 0000000000 0000000000 Residential Service - OE-RSF	
Customer Charge	00.00
Distribution Related Component	00.00
Cost Recovery Charges	00.00
Bypassable Generation and Transmission Related Component	00.00
<b>Total Charges</b>	<b>\$00.00</b>

Use the twenty digit customer number found on page 3 of your current electricity bill to sign up for AEP Retail Energy.

Offer expires May 18, 2012. AEP Retail Energy service is available for eligible residential customers in the FirstEnergy Ohio service area, see enclosed Terms and Conditions. For more information, call 1-855-300-7191; write to: AEP Retail Energy, PO Box 1415, Columbus, OH 43216, or visit [AEPRetailEnergy.com](http://AEPRetailEnergy.com). Estimated percent savings are based upon Toledo Edison's utility rate of 7.45 cents per kWh as of March 2012 compared to our price of 5.69 cents per kWh. Savings will apply to the generation service portion of your electric bill. AEP Retail Energy price is exclusive of taxes and additional service and delivery charges from the local utility. Our price is the lowest in the market as of March 2012. Estimated savings are based upon our current price compared to the utility's Price to Compare (PTC) rates. Seasonal PTC rates change quarterly and the Winter PTC rates are from September 1st through May 31st and the summer PTC rates are from June 1st through August 31st. Early termination fees may apply. Offer is subject to availability.

AEP Retail Energy is a certified Competitive Retail Electric Service (CRES) provider. While it is an affiliate of AEP Ohio, AEP Retail Energy is not soliciting on behalf of and is not an agent for AEP Ohio. AEP Ohio customers do not need to purchase any competitive retail electric service from AEP Retail Energy to receive or to continue to receive non-competitive retail electric service from AEP Ohio.

## PREScreen & OPT-OUT NOTICE

This "prescreened" offer of credit is based on information in your credit report indicating that you meet certain criteria. This offer is not guaranteed if you do not meet our criteria. If you do not want to receive prescreened offers of credit from this and other companies, call Equifax toll-free at 1-888-5OPT-OUT; or write: Equifax Options, P.O. Box 746123, Atlanta, GA 30374-0123.



Please fill out if you have a different mailing address.

Mailing Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Email: \_\_\_\_\_



## Environmental Disclosure - Quarterly Comparison

### AEP Retail Energy

Projected Data for the Calendar Year 2012

Actual Data for the Period 01/01/11 to 12/31/11.\*

<p><b>Generation Resource Mix -</b> A comparison between the sources of generation projected to be used to generate this product and the actual resources used during this period.</p>	<div><p><b>Projected</b></p><table><tr><td>Coal</td></tr><tr><td>Nuclear</td></tr><tr><td>Natural Gas</td></tr><tr><td>Petroleum</td></tr><tr><td>Hydro Power</td></tr><tr><td>Other</td></tr></table></div>	Coal	Nuclear	Natural Gas	Petroleum	Hydro Power	Other	<div><p><b>Actual</b></p><table><tr><td>Coal</td></tr><tr><td>Nuclear</td></tr><tr><td>Natural Gas</td></tr><tr><td>Petroleum</td></tr><tr><td>Hydro Power</td></tr><tr><td>Other</td></tr></table></div>	Coal	Nuclear	Natural Gas	Petroleum	Hydro Power	Other								
Coal																						
Nuclear																						
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Hydro Power																						
Other																						
Coal																						
Nuclear																						
Natural Gas																						
Petroleum																						
Hydro Power																						
Other																						
<p><b>Environmental Characteristics -</b> A description of the characteristics associated with each possible generation resource.</p>	<table><tr><td>Biomass Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Coal Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Hydro Power</td><td>Wildlife Impacts</td></tr><tr><td>Natural Gas Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Nuclear Power</td><td>Radioactive Waste</td></tr><tr><td>Oil Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Other Sources</td><td>Unknown Impacts</td></tr><tr><td>Solar Power</td><td>No Significant Impacts</td></tr><tr><td>Unknown Purchased Resources</td><td>Unknown Impacts</td></tr><tr><td>Wind Power</td><td>Wildlife Impacts</td></tr></table>	Biomass Power	Air Emissions and Solid Waste	Coal Power	Air Emissions and Solid Waste	Hydro Power	Wildlife Impacts	Natural Gas Power	Air Emissions and Solid Waste	Nuclear Power	Radioactive Waste	Oil Power	Air Emissions and Solid Waste	Other Sources	Unknown Impacts	Solar Power	No Significant Impacts	Unknown Purchased Resources	Unknown Impacts	Wind Power	Wildlife Impacts	
Biomass Power	Air Emissions and Solid Waste																					
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Wind Power	Wildlife Impacts																					
<p><b>Air Emissions -</b> Product-specific projected and actual air emissions for this period compared to the regional average air emissions.</p>	<div><p>100%</p><p>Regional Average</p></div>																					
<p><b>Radioactive Waste -</b> Product-specific projected and actual radioactive waste for this period.</p>	<table><tr><th>Type</th><th>Quantity</th></tr><tr><td>High-Level Radioactive Waste</td><td>LBs./1,000 kWh</td></tr><tr><td>Low-Level Radioactive Waste</td><td>Ft.<sup>3</sup>/1,000 kWh</td></tr></table> <p>AEP Retail Energy purchases all of its electric energy from the wholesale market. The above generation resource mix is based on EIA reporting of regional generation sources. AEP Retail Energy does not have access to information regarding the radioactive waste produced by nuclear generation in the region.</p>		Type	Quantity	High-Level Radioactive Waste	LBs./1,000 kWh	Low-Level Radioactive Waste	Ft. <sup>3</sup> /1,000 kWh														
Type	Quantity																					
High-Level Radioactive Waste	LBs./1,000 kWh																					
Low-Level Radioactive Waste	Ft. <sup>3</sup> /1,000 kWh																					
<p>With in-depth analysis, the environmental characteristics of any form of electric generation will reveal benefits as well as costs. For further information, visit us online at <a href="http://AEPRetailEnergy.com">AEPRetailEnergy.com</a> or contact AEP Retail Energy at 1-866-823-6738.</p>																						



## RESIDENTIAL TERMS & CONDITIONS ("Agreement")

INITIAL TERM	GENERATION SERVICE CHARGES	CANCELLATION FEE	CONTRACT RENEWAL
24 monthly billing cycles ("Initial Term").	5.69 cents per kWh for Generation service. Price excludes taxes, utility delivery charges and other utility charges and fees.	You may cancel within the 7-day rescission period without penalty. If you terminate after the rescission period there will be a \$100 fee. See Section 6 for details.	Your Agreement will automatically continue on a month-to-month basis, and you will pay a variable price per kWh. You will not be subject to a cancellation fee while taking service on a month-to-month basis. See Section 8 for details.

**CONDITIONS.** These Terms and Conditions (this "Agreement") are your agreement for Generation Service and applicable transmission services with AEP Retail Energy Partners LLC ("AEP Retail Energy"). Please keep a copy of this Agreement for your records. AEP Retail Energy is certified by the Public Utilities Commission of Ohio ("PUCO") to offer and supply Generation Service in Ohio. As a Competitive Retail Electric Service ("CRES") provider, AEP Retail Energy will supply the electric generation and provide applicable transmission services to your Electric Distribution Utility ("EDU") based on your usage. Your EDU then distributes or delivers the electricity to you. Your Distribution Service will remain with your current EDU, which is regulated by the PUCO.

**DEFINITIONS:** "Competitive Retail Electric Service Provider" or "CRES" provider means, as defined by Chapter 4901.1-21 of the Substantive Rules applicable to electric service providers, an entity that sells electric energy to retail customers in Ohio. "Generation Service" means the production of electricity. "Generation-Related Charges" means those charges or costs associated with the production, procurement and supply of electricity. "Distribution Service" means the physical delivery of electricity to customers by the EDU.

**RIGHT OF RESCISSION.** Once you have been enrolled to receive Generation Service from AEP Retail Energy, your EDU will send you a confirmation letter. You have the right to rescind your enrollment without penalty within seven (7) calendar days following the postmark date of the confirmation letter by contacting your EDU and following the instructions contained in the letter. The Right of Rescission only applies when you initially switch to AEP Retail Energy and not upon renewal. Your EDU will not send a confirmation notice upon any renewal of this Agreement.

### TERMS AND CONDITIONS OF SERVICE

- Eligibility.** Residential customer accounts that are on residential rates codes and are not enrolled in the Percentage of Income Plan Program (PIPP) are eligible for this offer from AEP Retail Energy. AEP Retail Energy reserves the right to refuse enrollment to any residential customer with an outstanding, unpaid electric bill.
- Basic Service Prices.** During the term of this Agreement, you agree to pay AEP Retail Energy a price for all applicable combined Generation Service and Generation-Related Charges as specified in "Generation Service Charges" listed above including any applicable taxes, if any. For the "Initial Term" listed above, all kilowatt-hours ("kWh") of electric energy metered by the EDU shall be billed at the rate per kWh specified above. In addition to AEP Retail Energy's charges, you will be charged by your EDU for Distribution Service and other EDU charges and fees. An average residential customer, using 750 kWh of electricity on a monthly basis, would incur approximately \$42 to \$51 per month in such EDU charges and fees. Also, AEP Retail Energy will charge you for any and all fees, costs, and obligations for transmission services imposed by a Regional Transmission Organization ("RTO"), such as PJM Interconnection, LLC, or an Independent System Operator (ISO), such as the Midwest Independent Transmission System Operator (MISO) or any successor organizations (collectively, referred to as the RTO), that are not otherwise reimbursed to AEP Retail Energy, regardless of whether such charges are greater than, less than, or equal to the charges the Customer currently pays for these services ("RTO/Transmission and Ancillary Services Charges"). AEP Retail Energy will pass through to you any RTO/Transmission and Ancillary Services Charges, which may be variable, related to AEP Retail Energy's providing electricity to you and any additional or increased fees or charges that are beyond AEP Retail Energy's reasonable control. That could include, but not be limited to, fees for switching, disconnecting, reconnecting or maintaining electric service or equipment, changes to capacity related charges, transmission or transmission-related charges, or charges to retail electric customer access programs, that are imposed by law, rule, regulation or tariff, or PUCO rule or order. These charges or fees will be passed through to you and added to your price.
- Length of Agreement.** Your service from AEP Retail Energy will begin with the next available meter-reading following: a) the seven (7) day rescission period; b) the acceptance of the enrollment request by AEP Retail Energy (at its discretion and consistent with Paragraph 7 below), and c) processing of the enrollment by your EDU, and will continue for the Initial Term, unless otherwise terminated or renewed, ending on the meter read for the last month of service.
- Billing.** You will continue to receive a single bill from your EDU that will contain both your EDU and AEP Retail Energy charges. AEP Retail Energy does not offer budget billing. If you do not pay your bill by the due date, AEP Retail Energy 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 AEP Retail Energy 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.** Your EDU may charge you a switching fee. If you do not pay the full amount owed to AEP Retail Energy by the due date of the bill, AEP Retail Energy may charge a late payment fee up to one and one-half (1.5%) percent of the outstanding balance per month, or the maximum legally allowed interest rate, whichever is lower until such payment is received by AEP Retail Energy. AEP Retail Energy reserves the right to demand adequate assurances from you in the form of prepayment or other form of credit support in the event you fail to make payments in accordance with the terms herein. Customers requiring financial assurance will be required to post that assurance within 3 business days of notice.
- Cancellation/Termination Provisions/Failure to Pay.** 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 outside AEP Retail Energy's service area or into an area where AEP Retail Energy charges a different price, by providing AEP Retail Energy with a thirty (30) day written notice prior to such move. Any failure to pay your bill shall be deemed a breach of this Agreement permitting AEP Retail Energy to terminate this Agreement upon fourteen (14) days advance written notice. There will be a charge as specified in "Cancellation Fee" above if you terminate this Agreement for any other reason, except as expressly provided herein, or breach this Agreement in accordance with the preceding sentence. Should you cancel service with AEP Retail Energy and return to standard offer service 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 accepting this offer from AEP Retail Energy, you understand and agree to the terms and conditions of this Agreement with AEP Retail

Energy. You authorize AEP Retail Energy to obtain information from the EDU that includes, but is not limited to: billing history, payment history, historical and expected electricity usage, meter-readings, and characteristics of electricity service. AEP Retail Energy reserves the right to check your credit with a consumer credit reporting agency to determine if your credit standing is satisfactory before accepting your enrollment request. This Agreement shall be considered executed by AEP Retail Energy following: a) acceptance of your enrollment request by AEP Retail Energy; b) the end of the seven (7) day rescission period, and c) acceptance of enrollment by your EDU.

- Contract Renewal.** Upon expiration of the Initial Term, this Agreement will automatically renew on a month-to-month basis at a variable price per kWh, based upon the applicable RTO prevailing market and business conditions for electricity at the EDU load zone or equivalent market delivery point, plus an adder of up to \$0.05 per kWh. No cancellation fee shall apply during such renewal period. Your price will include Generation-Related Charges, but will not include charges for Distribution Service and other EDU charges and fees and taxes. You may obtain next month's variable price by calling an AEP Retail Energy Service Representative at the toll-free telephone number set forth in Section 16. Pricing is generally available on the 15th business day of each month for the next billing cycle.
- Dispute Procedures.** Contact AEP Retail Energy with any questions concerning the terms of service by phone at 1-866-823-6738 (toll-free) M-F 8AM - 5PM EST or in writing at AEP Retail Energy, PO BOX 1415, Columbus, OH 43216. Our web address is AEPRetailEnergy.com. If your complaint is not resolved after you have called AEP Retail Energy and/or your EDU, 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 - 5:00 PM EST weekdays or at [www.puc.ohio.gov](http://www.puc.ohio.gov). Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-5622 (toll free) from 8:00 AM - 5:00 PM EST weekdays, or [www.pickcoco.org](http://www.pickcoco.org).
- Miscellaneous.** You have the right to request from AEP Retail Energy, twice within a 12-month period, up to 24 months of payment history, without charge. AEP Retail Energy is prohibited from disclosing a Customer's social security number and/or account number(s) without the Customer's affirmative written consent except for AEP Retail Energy's collections and reporting, participating in programs funded by the universal service fund pursuant to section 4928.54 of the Revised Code, or assigning a Customer's contract to another CRES provider. AEP Retail Energy 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. You are responsible for providing AEP Retail Energy with accurate account information. If said information is incorrect, AEP Retail Energy reserves the right to re-price the applicable account(s). AEP Retail Energy reserves the right to re-price any account(s) or return you to the EDU if your rate code or meter type is changed and/or the account is no longer eligible for this program. You authorize, but do not obligate AEP Retail Energy, to exercise your government aggregation opt-out rights. AEP Retail Energy's environmental disclosure statement is available for viewing on our website at AEPRetailEnergy.com. You agree that AEP Retail Energy will make the required quarterly updates to the statement electronically on our website. We will also provide the information to you upon request.
- Warranty and Force Majeure.** AEP Retail Energy 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. AEP Retail Energy will make commercially reasonable efforts to provide your electric service, but does not guarantee a continuous supply of electricity. Certain causes and events are out of the reasonable control of AEP Retail Energy and may result in interruptions in service. AEP Retail Energy is not liable for damages caused by acts of God, changes in laws, rules or regulations or other acts of any governmental authority (including the Commission or RTO), accidents, strikes, labor troubles, required maintenance work, inability to access the local distribution utility system, nonperformance by the EDU or any other cause beyond the control of AEP Retail Energy's reasonable control.
- REMEDIES, UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, ANY LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO DIRECT, ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISIONS OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT. THE LIMITATIONS IMPOSED ON REMEDIES AND DAMAGE MEASUREMENT WILL BE WITHOUT REGARD TO CAUSE, INCLUDING NEGLIGENCE OF ANY PARTY, WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE; PROVIDED NO SUCH LIMITATION SHALL APPLY TO DAMAGES RESULTING FROM THE WILLFUL MIS CONDUCT OF ANY PARTY.**
- Customer Liability and Indemnification of AEP Retail Energy.** You assume full responsibility for Power furnished to you at the delivery point(s) and on your side of the delivery point(s), and agrees to and shall indemnify, defend, and hold harmless AEP Retail Energy, its parent company and all of its affiliates, and all of their respective managers, members, officers, directors, shareholders, associates, employees, servants, and agents from and against all claims, losses, expenses, damages, demands, judgments, causes of action, and suits of any kind (hereinafter collectively referred to as "Claims"), including Claims for personal injury, death, or damages to property occurring at the delivery point(s) or on your side of the delivery point and upon the premise(s), arising out of or related to the electricity and/or your performance under the Agreement.
- Assignment.** Customer shall not assign this Agreement or its rights hereunder without the prior written consent of AEP Retail Energy. AEP Retail Energy may, without the consent of Customer, assign this Agreement to another CRES provider, including any successor, in accordance with the rules and regulations of the PUCO.
- Choice of Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio without giving effect to any conflicts of law principles which otherwise might be applicable.
- Contact Information.** AEP Retail Energy, PO Box 1415, Columbus, Ohio 43216. For more informa-

PLEASE KEEP A COPY FOR YOUR RECORDS.



The Public Utilities Commission of Ohio

## **Filing Instructions for Retail Electric Generation Providers and Power Marketers**

**I. Where to File:** Applications should be sent to: Public Utilities Commission of Ohio, Docketing Division 13<sup>th</sup> Floor, 180 East Broad Street, Columbus Ohio 43215-3793.

**II. What to File:** Applicant must submit one original notarized application signed by a principal officer and ten copies including all exhibits, affidavits, and other attachments. All attachments, affidavits, and exhibits should be clearly identified. For example, Exhibit A-12 should be marked "Exhibit A-12 'Corporate Structure.'" All pages should be numbered and attached in a sequential order.

**III. Which Forms to File:** In order to supply competitive retail electric service (CRES), all providers are required to become certified by the Public Utilities Commission of Ohio. The information one must file, however, differs depending on the type of CRES that the applicant will provide. For example, a power marketer applicant will not file the same information as an aggregator. The summary below of CRES provider definitions (from the Commission's certification rules) should help applicants determine which application form to use. There are three application forms to choose from including an aggregator/broker form, a governmental aggregator form, and a generation provider, power marketer, and power broker form.

**Aggregation** - combining the electric load of multiple retail customers through an agreement with the customers or formation of a governmental aggregation pursuant to Section 4928.20 of the Revised Code for the purpose of purchasing retail electric generation service on an aggregated basis.

**Aggregator** - a person who contracts with customers to combine the customers' electric load for the purpose of purchasing retail electric generation service on an aggregated basis. The term does not include a governmental aggregator.

**Governmental Aggregator** - the legislative authority of a municipal corporation, the board of township trustees of a township, or a board of county commissioners of a county that aggregates the citizens of a municipal corporation, township, or unincorporated areas of a county in accordance with Section 4928.20 of the Revised Code for the purpose of purchasing retail electric generation service on an aggregated basis.

**Power Broker** - a person who assumes the contractual and legal responsibility for the sale and/or arrangement for the supply of retail electric generation service to a retail customer without taking title to the power supplied.

**Power Marketer** - a person who assumes the contractual and legal responsibility for the sale and provision of retail electric generation service to a retail customer who had title to the electric power provided at some point during the transaction.

IV. **Application Form**: The application is available on the Commission's web site, [www.puco.ohio.gov](http://www.puco.ohio.gov) or directly from the Commission at: Public Utilities Commission of Ohio, Docketing Division 13<sup>th</sup> Floor, 180 East Broad Street, Columbus Ohio 43215-3793.

V. **Confidentiality**: If any of an applicant's answers require the applicant to disclose what the applicant believes to be privileged or confidential information not otherwise available to the public, the applicant should designate at each point in the application that the answer requires the applicant to disclose privileged and confidential information. Applicant must fully support its request to maintain confidentiality for the information it believes to be confidential or proprietary in a motion for protective order filed pursuant to Rule 4901-1-24 of the Ohio Administrative Code.

VI. **Commission Process for Approval**: An application for certification shall be made on forms approved and supplied by the Commission. The applicant shall complete the appropriate application form in its entirety and supply all required attachments, affidavits, and evidence of capability specified by the form at the time an application is filed. The Commission certification process begins when the Commission's Docketing Division receives and time/date stamps the application. An incomplete application may be suspended or rejected. An application that has been suspended as incomplete may cause delay in certification.

The Commission may approve, suspend, or deny an application within 30 days. If the Commission does not act within 30 days, the application is deemed automatically approved on the 31<sup>st</sup> day after the official filing date. If the Commission suspends the application, the Commission shall notify the applicant of the reasons for such suspension and may direct the applicant to furnish additional information. The Commission shall act to approve or deny a suspended application within 90 days of the date that the application was suspended. Upon Commission approval, the applicant shall receive notification of approval and a numbered certificate that specifies the service(s) for which the applicant is certified and the dates for which the certificate is valid.

Unless otherwise specified by the Commission, a competitive retail electric service provider's certificate is valid for a period of two years, beginning and ending on the dates specified on the certificate. The applicant may renew its certificate in accordance with Rule 4901:1-24-09 of the Ohio Administrative Code.

CRES (competitive retail electric service) providers shall inform the Commission of any material change to the information supplied in a certification application within thirty days of such material change in accordance with Rule 4901:1-24-10 of the Ohio Administrative Code.

VII. **Contractual Arrangements for Capability Standards**: If the applicant is relying upon contractual arrangements with a third-party(ies) to meet any of the certification requirements, the applicant must provide with its application all of the following:

- The legal name of the party(ies) it is contracting with;



- A statement that a valid contract exists between the applicant and the third-party(ies);
- A detailed summary of the contract(s) including all services provided thereunder;
- The documentation and evidence to demonstrate the contracting entity's capability to meet the requirements as if the contracting entity was the applicant.

**VIII. Questions:** Questions regarding filing procedures should be directed to Tamara Turkenton at (614) 995-7096 or [Tammy.Turkenton@puc.state.oh.us](mailto:Tammy.Turkenton@puc.state.oh.us). or Chuck Stockhausen at (614) 728-5049 or [Charles.Stockhausen@puc.state.oh.us](mailto:Charles.Stockhausen@puc.state.oh.us) .

**IX. Governing Law:** The certification of competitive retail electric suppliers is governed by Chapter 4901:1-24 of the Ohio Administrative Code, Chapter 4901:1-21 of the Ohio Administrative Code, and Section 4928.08 of the Ohio Revised Code.



*The Public Utilities Commission of Ohio*

PUCO USE ONLY		
Date Received	Case Number	Version
	- EL-CRS	August 2004

## **CERTIFICATION APPLICATION FOR RETAIL GENERATION PROVIDERS AND POWER MARKETERS**

Please print or type all required information. Identify all attachments with an exhibit label and title (Example: Exhibit A-13 Company History). All attachments should bear the legal name of the Applicant. Applicants should file completed applications and all related correspondence with the Public Utilities Commission of Ohio, Docketing Division; 180 East Broad Street, Columbus, Ohio 43215-3793.

**This PDF form is designed so that you may input information directly onto the form.  
You may also download the form, by saving it to your local disk, for later use.**

### **A. APPLICANT INFORMATION**

#### **A-1 Applicant intends to be certified as: (check all that apply)**

- |   |                                       |
|---|---------------------------------------|
| <input type="checkbox"/> Retail Generation Provider | <input type="checkbox"/> Power Broker |
| <input type="checkbox"/> Power Marketer             | <input type="checkbox"/> Aggregator   |

#### **A-2 Applicant's legal name, address, telephone number and web site address**

Legal Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone # \_\_\_\_\_ Web site address (if any) \_\_\_\_\_

#### **A-3 List name, address, telephone number and web site address under which Applicant will do business in Ohio**

Legal Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone # \_\_\_\_\_ Web site address (if any) \_\_\_\_\_

#### **A-4 List all names under which the applicant does business in North America**

_____	_____
_____	_____
_____	_____

**A-5 Contact person for regulatory or emergency matters**

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Business address \_\_\_\_\_  
Telephone # \_\_\_\_\_ Fax # \_\_\_\_\_  
E-mail address (if any) \_\_\_\_\_

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

Name \_\_\_\_\_  
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 \_\_\_\_\_  
Toll-free Telephone # \_\_\_\_\_ Fax # \_\_\_\_\_  
E-mail address (if any) \_\_\_\_\_

**A-8 Applicant's federal employer identification number # \_\_\_\_\_**

**A-9 Applicant's form of ownership (check one)**

- |  |  |
|--|--|
| <input type="checkbox"/> Sole Proprietorship                 | <input type="checkbox"/> Partnership                     |
| <input type="checkbox"/> Limited Liability Partnership (LLP) | <input type="checkbox"/> Limited Liability Company (LLC) |
| <input type="checkbox"/> Corporation                         | <input type="checkbox"/> Other _____                     |

**A-10 (Check all that apply) Identify each electric distribution utility certified territory in which the applicant intends to provide service, including identification of each customer class that the applicant intends to serve, for example, residential, small commercial, mercantile commercial, and industrial. (A mercantile customer, as defined in (A) (19) of Section 4928.01 of the Revised Code, is a commercial customer who consumes more than 700,000 kWh/year or is part of a national account in one or more states).**

- |  |                                      |                                     |                                     |                                     |
|--|--------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| <input type="checkbox"/> <b>First Energy</b>             |                                      |                                     |                                     |                                     |
| <input type="checkbox"/> Ohio Edison                     | <input type="checkbox"/> Residential | <input type="checkbox"/> Commercial | <input type="checkbox"/> Mercantile | <input type="checkbox"/> Industrial |
| <input type="checkbox"/> Toledo Edison                   | <input type="checkbox"/> Residential | <input type="checkbox"/> Commercial | <input type="checkbox"/> Mercantile | <input type="checkbox"/> Industrial |
| <input type="checkbox"/> Cleveland Electric Illuminating | <input type="checkbox"/> Residential | <input type="checkbox"/> Commercial | <input type="checkbox"/> Mercantile | <input type="checkbox"/> Industrial |
| <input type="checkbox"/> Cincinnati Gas & Electric       | <input type="checkbox"/> Residential | <input type="checkbox"/> Commercial | <input type="checkbox"/> Mercantile | <input type="checkbox"/> Industrial |
| <input type="checkbox"/> Monongahela Power               | <input type="checkbox"/> Residential | <input type="checkbox"/> Commercial | <input type="checkbox"/> Mercantile | <input type="checkbox"/> Industrial |
| <input type="checkbox"/> American Electric Power         |                                      |                                     |                                     |                                     |
| <input type="checkbox"/> Ohio Power                      | <input type="checkbox"/> Residential | <input type="checkbox"/> Commercial | <input type="checkbox"/> Mercantile | <input type="checkbox"/> Industrial |

<input type="checkbox"/> Columbus Southern Power	<input type="checkbox"/> Residential	<input type="checkbox"/> Commercial	<input type="checkbox"/> Mercantile	<input type="checkbox"/> Industrial
<input type="checkbox"/> Dayton Power and Light	<input type="checkbox"/> Residential	<input type="checkbox"/> Commercial	<input type="checkbox"/> Mercantile	<input type="checkbox"/> Industrial

A-11 Provide the approximate start date that the applicant proposes to begin delivering services

\_\_\_\_\_

**PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED:**

- A-12 **Exhibit A-12 "Principal Officers, Directors & Partners"** provide the names, titles, addresses and telephone numbers of the applicant's principal officers, directors, partners, or other similar officials.
- A-13 **Exhibit A-13 "Corporate Structure,"** provide a description of the applicant's corporate structure, including a graphical depiction of such structure, and a list of all affiliate and subsidiary companies that supply retail or wholesale electricity or natural gas to customers in North America.
- A-14 **Exhibit A-14 "Company History,"** provide a concise description of the applicant's company history and principal business interests.
- A-15 **Exhibit A-15 "Articles of Incorporation and Bylaws,"** if applicable provide the articles of incorporation filed with the state or jurisdiction in which the applicant is incorporated and any amendments thereto.
- A-16 **Exhibit A-16 "Secretary of State,"** provide evidence that the applicant has registered with the Ohio Secretary of the State.

**B. APPLICANT MANAGERIAL CAPABILITY AND EXPERIENCE**

**PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED:**

- B-1 **Exhibit B-1 "Jurisdictions of Operation,"** provide a list of all jurisdictions in which the applicant or any affiliated interest of the applicant is, at the date of filing the application, certified, licensed, registered, or otherwise authorized to provide retail or wholesale electric services.
- B-2 **Exhibit B-2 "Experience & Plans,"** provide a description of the applicant's experience and plan for contracting with customers, providing contracted services, providing billing statements, and responding to customer inquiries and complaints in accordance with Commission rules adopted pursuant to Section 4928.10 of the Revised Code.

- B-3** **Exhibit B-3 "Summary of Experience,"** provide a concise summary of the applicant's experience in providing the service(s) it is seeking to be certified to provide (e.g. number and types of customers served, utility service areas, amount of load, etc.).
- B-4** **Exhibit B-4 "Environmental Disclosure,"** provide a detailed description of how the applicant intends to determine its (a) generation resource mix, and (b) environmental characteristics, including air emissions and radioactive waste. This information shall include sufficient discussion so as to detail both the annual projection methodology and the proposed approach to compiling the quarterly actual environmental disclosure data. Additional details on this requirement may be obtained by referring to 4901:1-21-09.
- B-5** **Exhibit B-5 "Disclosure of Liabilities and Investigations,"** provide a description of all existing, pending or past rulings, judgments, contingent liabilities, revocation of authority, regulatory investigations, or any other matter that could adversely impact the applicant's financial or operational status or ability to provide the services it is seeking to be certified to provide.
- B-6** Disclose whether the applicant, a predecessor of the applicant, or any principal officer of the applicant have ever been convicted or held liable for fraud or for violation of any consumer protection or antitrust laws within the past five years.  
☐ No ☐ Yes
- If yes, provide a separate attachment labeled as **Exhibit B-6 "Disclosure of Consumer Protection Violations"** detailing such violation(s) and providing all relevant documents.
- B-7** Disclose whether the applicant or a predecessor of the applicant has had any certification, license, or application to provide retail or wholesale electric service denied, curtailed, suspended, revoked, or cancelled within the past two years.  
☐ No ☐ Yes
- If yes, provide a separate attachment labeled as **Exhibit B-7 "Disclosure of Certification Denial, Curtailment, Suspension, or Revocation"** detailing such action(s) and providing all relevant documents.

## **C. APPLICANT FINANCIAL CAPABILITY AND EXPERIENCE**

**PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED:**

- C-1** **Exhibit C-1 "Annual Reports,"** provide the two most recent Annual Reports to Shareholders. If applicant does not have annual reports, the applicant should provide similar information in Exhibit C-1 or indicate that Exhibit C-1 is not applicable and why.

- C-2 **Exhibit C-2 “SEC Filings,”** provide the most recent 10-K/8-K Filings with the SEC. If applicant does not have such filings, it may submit those of its parent company. If the applicant does not have such filings, then the applicant may indicate in Exhibit C-2 that the applicant is not required to file with the SEC and why.
- C-3 **Exhibit C-3 “Financial Statements,”** provide copies of the applicant’s two most recent years of audited financial statements (balance sheet, income statement, and cash flow statement). If audited financial statements are not available, provide officer certified financial statements. If the applicant has not been in business long enough to satisfy this requirement, it shall file audited or officer certified financial statements covering the life of the business.
- C-4 **Exhibit C-4 “Financial Arrangements,”** provide copies of the applicant’s financial arrangements to conduct CRES as a business activity (e.g., guarantees, bank commitments, contractual arrangements, credit agreements, etc.,).
- C-5 **Exhibit C-5 “Forecasted Financial Statements,”** provide two years of forecasted financial statements (balance sheet, income statement, and cash flow statement) for the applicant’s CRES operation, along with a list of assumptions, and the name, address, e-mail address, and telephone number of the preparer.
- C-6 **Exhibit C-6 “Credit Rating,”** provide a statement disclosing the applicant’s credit rating as reported by two of the following organizations: Duff & Phelps, Dun and Bradstreet Information Services, Fitch IBCA, Moody’s Investors Service, Standard & Poors, or a similar organization. In instances where an applicant does not have its own credit ratings, it may substitute the credit ratings of a parent or affiliate organization, provided the applicant submits a statement signed by a principal officer of the applicant’s parent or affiliate organization that guarantees the obligations of the applicant.
- C-7 **Exhibit C-7 “Credit Report,”** provide a copy of the applicant’s credit report from Experion, Dun and Bradstreet or a similar organization.
- C-8 **Exhibit C-8 “Bankruptcy Information,”** provide a list and description of any reorganizations, protection from creditors or any other form of bankruptcy filings made by the applicant, a parent or affiliate organization that guarantees the obligations of the applicant or any officer of the applicant in the current year or within the two most recent years preceding the application.

- C-9 Exhibit C-9 “Merger Information,” provide a statement describing any dissolution or merger or acquisition of the applicant within the five most recent years preceding the application.

## **D. APPLICANT TECHNICAL CAPABILITY**

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED:

- D-1 Exhibit D-1 “Operations” provide a written description of the operational nature of the applicant’s business. Please include whether the applicant’s operations will include the generation of power for retail sales, the scheduling of retail power for transmission and delivery, the provision of retail ancillary services as well as other services used to arrange for the purchase and delivery of electricity to retail customers.
- D-2 Exhibit D-2 “Operations Expertise,” given the operational nature of the applicant’s business, provide evidence of the applicant’s experience and technical expertise in performing such operations.
- D-3 Exhibit D-3 “Key Technical Personnel,” provide the names, titles, e-mail addresses, telephone numbers, and the background of key personnel involved in the operational aspects of the applicant’s business.
- D-4 Exhibit D-4 “FERC Power Marketer License Number,” provide a statement disclosing the applicant’s FERC Power Marketer License number. (Power Marketers only)

\_\_\_\_\_  
Signature of Applicant and Title

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_,  
Month Year

\_\_\_\_\_  
Signature of official administering oath

\_\_\_\_\_  
Print Name and Title

My commission expires on \_\_\_\_\_

# **AFFIDAVIT**

State of \_\_\_\_\_ :

\_\_\_\_\_ ss.  
(Town)

County of \_\_\_\_\_ :

\_\_\_\_\_, Affiant, being duly sworn/affirmed according to law, deposes and says that:

He/She is the \_\_\_\_\_ (Office of Affiant) of \_\_\_\_\_ (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 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 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.

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 \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
Month Year

\_\_\_\_\_  
Signature of official administering oath

\_\_\_\_\_  
Print Name and Title

My commission expires on \_\_\_\_\_

\_\_\_\_\_

AEP 113

April 9, 2012

Dear Reynoldsburg Resident,

The City of Reynoldsburg is providing you the opportunity to join other residents to save money on the electricity you use. Savings are possible through governmental aggregation, where community officials bring together citizens to gain group buying power for the purchase of electricity from a retail electric generation provider certified by the Public Utilities Commission of Ohio. Voters in Reynoldsburg approved this program in November 2001.

After researching competitive electricity pricing options for you, we have chosen FirstEnergy Solutions Corp., a subsidiary of FirstEnergy Corp., to provide you with savings on your electric generation through December 2012. **There is no cost for enrollment, and you will not be charged a switching fee. You do not need to do anything to participate.**

As a member of this aggregation, you are guaranteed to save 5 percent off your *Price to Compare*. Your *Price to Compare* is essentially the price you pay for electric generation from the utility and consists of generation and transmission related components. These are the costs associated with generating the power and delivering it through the transmission system.

To estimate what your savings per kilowatt-hour (KWH) will be through this program, locate your *Price to Compare* on your electric bill. Divide your *Price to Compare* by 100, then multiply by 0.05 (5%) to determine your savings per KWH. Multiply that number by your total monthly usage. The final number is how much you can expect to save each month you use the same amount of electricity.

You will see your electric savings from FirstEnergy Solutions after your enrollment has been completed and your switch has been finalized in approximately 30 to 45 days, depending upon your meter read date. Of course, you are not obligated to participate in the Reynoldsburg electric governmental aggregation program. If you wish to be excluded from the program and remain a full-service customer of your local electric utility, AEP Ohio, you have until April 30, 2012 to return the attached "opt-out" form. If you do not opt out at this time, you will receive a notice before the end of the term listed above or at least every three years asking if you wish to remain in the program. If you leave the program at any other time, you could be subject to a \$10 cancellation fee from FirstEnergy Solutions and you might not be served under the same rates, terms and conditions that apply to other customers served by AEP Ohio.

After you become a participant in this governmental aggregation program, AEP Ohio will send you a letter confirming your selection of FirstEnergy Solutions as your electric generation provider. As required by law, this letter will inform you of your option to cancel your contract with FirstEnergy Solutions within seven days of its postmark. To remain in the Reynoldsburg electric governmental aggregation program, you don't need to take any action when this letter arrives.

AEP Ohio will continue to maintain the system that delivers power to your home; no new poles or wires will be built by FirstEnergy Solutions. You will continue to receive a single, easy-to-read bill from your local electric utility with your FirstEnergy Solutions charges included. The only thing you'll notice is savings.

If you have any questions, please call FirstEnergy Solutions toll-free at 1-866-636-3749, Monday through Friday, 8 a.m. to 5 p.m. Please do not call the City of Reynoldsburg with aggregation program questions.

Sincerely,

City of Reynoldsburg

**P.S. To receive these savings, you should not respond.** Return the opt-out form only if you do not want to participate in the Reynoldsburg electric governmental aggregation program.

**OPT-OUT FORM - REYNOLDSBURG RESIDENTIAL 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. Your enrollment is automatic.

**OR**

**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 Reynoldsburg Electric Governmental Aggregation Program.**

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

Service address (City, state and zip): \_\_\_\_\_

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

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

Mail by April 30, 2012 to: Reynoldsburg Electric Governmental Aggregation Program, 341 White Pond Drive, Bldg. B-2, Akron, Ohio 44320

## **Reynoldsburg Electric Governmental 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 my community able to choose a certified electric generation supplier on my behalf?**

In November 2001, Reynoldsburg residents voted to allow the community to contract for an electric generation supplier on their behalf.

### **How will I know if I can save money under the Reynoldsburg electric governmental aggregation program?**

Under this governmental aggregation program, the price you pay for electric generation supply is guaranteed to be 5 percent lower. In other words, each month, you'll pay 5 percent less for the generation portion of your electric supply than if you had not joined the Reynoldsburg governmental aggregation program.

### **What do I need to do if I want to be included in this government aggregation?**

You do not need to do anything to receive the discounted generation pricing under this program. You may choose to remain in the aggregation group and begin receiving your 5-percent discount by simply not returning the opt out form.

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

Your local electric company will be responsible for the 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, the discount you will receive is fixed, so each month you will save 5 percent off the generation portion of your bill. Since the actual price per KWH charged by the utility may change each month based on the season and your usage, the price per KWH from FirstEnergy Solutions will also change each month. Regardless, you are guaranteed to save 5 percent off the competitive portion of your electric bill.

### **What does "opt out" mean?**

"Opt out" means that you can decide not to participate in the Reynoldsburg electric governmental aggregation program. By returning the opt-out form, which is included in this mailing, by the due date 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 5-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 due date, you will be included in the Reynoldsburg governmental aggregation program and will begin receiving competitively priced electricity from FirstEnergy Solutions.

### **Can I opt out over the phone?**

No, if you want to opt out, you must mail in your completed opt-out form and it must be postmarked by the due date.

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

Yes, but you will be subject to a \$10 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 an alternative generation 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).

**If I join the aggregation, can I stay on budget billing?**

Yes, you can remain on budget billing; however, the budget billing program does not apply to your charges from FirstEnergy Solutions – only to charges from the electric utility. Your total charges from FirstEnergy Solutions will fluctuate from month to month according to your usage.

**Can I still have my payment automatically deducted from my checking account as I do now?**

Yes. How you pay your electric bill will not change.

**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.

**FirstEnergy Solutions Corp. – Terms and Conditions**

These Terms and Conditions together with the enrollment information/opt-out notification 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. 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 and is an affiliate of Ohio Edison, Toledo Edison, and Cleveland Electric Illuminating companies. 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 customers pay. The PUCO regulates distribution 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 the 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 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.

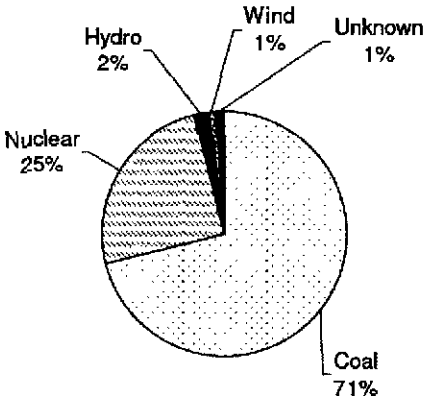
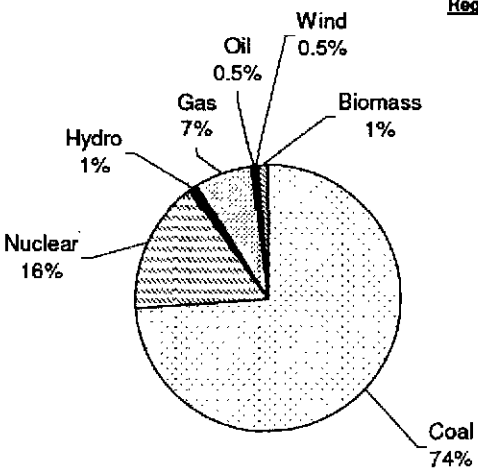
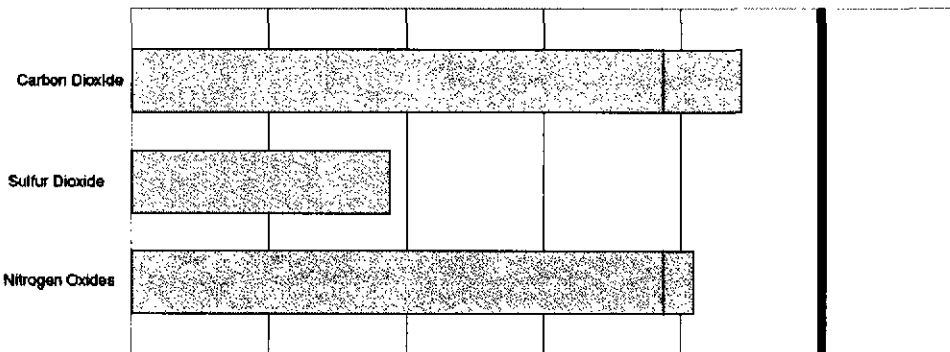
**TERMS AND CONDITIONS OF SERVICE**

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 199 KW are eligible for this offer from FES. FES reserves the right to refuse enrollment to any commercial customer with an outstanding electric bill balance.
2. **Basic Service Prices.** During the term of this Contract, you agree to pay FES a fixed price for combined electric Transmission, Generation and Generation Related Charges as specified in the enrollment notification. 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. In addition to FES' charges, you will be charged by your EDU for distribution and various other charges. In addition to the charges described above, if any regional transmission organization or similar entity, EDU, governmental entity or agency, NERC and other industry reliability organization, or court requires a change to the terms of the Agreement, or imposes upon Supplier new or additional charges or requirements, or a change in the method or procedure for determining charges or requirements, relating to your electric supply under this Agreement (any of the foregoing, a "Pass-Through Event"), which are not otherwise reimbursed to FES, Customer agrees that Supplier may pass through the additional cost to Supplier of such Pass-Through Event, which may be variable, to Customer. Changes may include, without limitation, transmission or capacity requirements, new or modified charges or shopping credits, and other changes to retail electric customer access programs.
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 receive a consolidated bill from your EDU for both your FES and EDU 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. FES reserves the right to convert you from consolidated billing to dual billing if such a conversion will facilitate more timely billing, collections, and/or payment. 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.** Your EDU may charge a switching fee to the customer. If you do not pay the full amount owed to 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 outside the CRES provider's service area or into an area where the CRES provider charges a different price, by providing FES with a thirty (30) day written notice. If you terminate this Agreement for any other reason, except as expressly provided herein, you will be charged a termination fee

according to the following schedule: \$10 for each residential account and \$25 for each small commercial account. Upon termination with FES and return to standard offer service 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 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 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 the end of its term, this Agreement will expire. At least every three years, you will be given the opportunity to opt-out of your community's program at no cost. You are responsible for arranging your electric supply upon the expiration of the Agreement.
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](http://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](http://www.PUCO.ohio.gov).
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 is prohibited from disclosing a customer's social security number and/or account number(s) without the customer's affirmative written consent except for the FES' collections and reporting, participating in programs funded by the universal service fund, pursuant to section 4928.54 of the Revised Code, or assigning a customer's contract to another CRES provider.  
FES' environmental disclosure statement is available for viewing on our website – [www.firstenergysolutions.com](http://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 re-price 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 or meter type is changed and the account is no longer eligible for this program.  
Customer authorizes, but does not obligate FES, to exercise Customer's government aggregation opt-out rights.
11. **Warranty.** FES warrants title and the right to all electricity sold hereunder. THE WARRANTIES SET FORTH IN THIS PARAGRAPH ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

**Environmental Disclosure Information**  
FirstEnergy Solutions  
Projected Data for the 2012 Calendar Year

<p><b>Generation Resource Mix-</b></p> <p>A comparison between the sources of generation used to produce this product and the historic regional average supply mix.</p>	<p><b>Supplier's Product</b></p> 	<p><b>Regional</b></p> 																				
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Note: The generation of this product involves the use of 1% projected Unknown Purchased Resources. The air emissions and radioactive wastes associated with these unknown resources are not included in these charts.

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 2012 is 1.5% renewable, including 0.06% 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](http://www.fes.com) or by phone at 1-888-254-6359.

April 9, 2012

Dear Reynoldsburg Business,

The City of Reynoldsburg is providing you the opportunity to join other businesses to save money on the electricity you use. Savings are possible through governmental aggregation, where community officials bring together citizens to gain group buying power for the purchase of electricity from a retail electric generation provider certified by the Public Utilities Commission of Ohio. Voters in Reynoldsburg approved this program in November 2001.

After researching competitive electricity pricing options for you, we have chosen FirstEnergy Solutions Corp., a subsidiary of FirstEnergy Corp., to provide you with savings on your electric generation through December 2012. **There is no cost for enrollment, and you will not be charged a switching fee. You do not need to do anything to participate.**

As a member of this aggregation, you are guaranteed to save 15 percent off your *Price to Compare*. Your *Price to Compare* is essentially the price you pay for electric generation from the utility and consists of generation and transmission related components. These are the costs associated with generating the power and delivering it through the transmission system.

To estimate what your savings per kilowatt-hour (KWH) will be through this program, locate your *Price to Compare* on your electric bill. Divide your *Price to Compare* by 100, then multiply by 0.15 (15%) to determine your savings per KWH. Multiply that number by your total monthly usage. The final number is how much you can expect to save each month you use the same amount of electricity.

You will see your electric savings from FirstEnergy Solutions after your enrollment has been completed and your switch has been finalized in approximately 30 to 45 days, depending upon your meter read date. Of course, you are not obligated to participate in the Reynoldsburg electric governmental aggregation program. If you wish to be excluded from the program and remain a full-service customer of your local electric utility, AEP Ohio, you have until April 30, 2012 to return the attached "opt-out" form. If you do not opt out at this time, you will receive a notice before the end of the term listed above or at least every three years asking if you wish to remain in the program. If you leave the program at any other time, you could be subject to a \$25 cancellation fee from FirstEnergy Solutions and you might not be served under the same rates, terms and conditions that apply to other customers served by AEP Ohio.

After you become a participant in this governmental aggregation program, AEP Ohio will send you a letter confirming your selection of FirstEnergy Solutions as your electric generation provider. As required by law, this letter will inform you of your option to cancel your contract with FirstEnergy Solutions within seven days of its postmark. To remain in the Reynoldsburg electric governmental aggregation program, you don't need to take any action when this letter arrives.

AEP Ohio will continue to maintain the system that delivers power to your home; no new poles or wires will be built by FirstEnergy Solutions. You will continue to receive a single, easy-to-read bill from your local electric utility with your FirstEnergy Solutions charges included. The only thing you'll notice is savings.

If you have any questions, please call FirstEnergy Solutions toll-free at 1-866-636-3749, Monday through Friday, 8 a.m. to 5 p.m. Please do not call the City of Reynoldsburg with aggregation program questions.

Sincerely,

City of Reynoldsburg

**P.S. To receive these savings, you should not respond.** Return the opt-out form only if you do not want to participate in the Reynoldsburg electric governmental aggregation program.

**OPT-OUT FORM – REYNOLDSBURG 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. Your enrollment is automatic.

**OR**

**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 Reynoldsburg Electric Governmental Aggregation Program.**

☐

I wish to opt out of the Reynoldsburg Electric Governmental Aggregation Program. (Check box to opt out.)

Service address (City, state and zip): \_\_\_\_\_

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

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

Mail by April 30, 2012 to: Reynoldsburg Electric Governmental Aggregation Program, 341 White Pond Drive, Bldg. B-3, Akron, Ohio 44320

## **Reynoldsburg Electric Governmental 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 my community able to choose a certified electric generation supplier on my behalf?**

In November 2001, Reynoldsburg residents voted to allow the community to contract for an electric generation supplier on their behalf.

### **How will I know if I can save money under the Reynoldsburg electric governmental aggregation program?**

Under this governmental aggregation program, the price you pay for electric generation supply is guaranteed to be 15 percent lower. In other words, each month, you'll pay 15 percent less for the generation portion of your electric supply than if you had not joined the Reynoldsburg governmental aggregation program.

### **What do I need to do if I want to be included in this government aggregation?**

You do not need to do anything to receive the discounted generation pricing under this program. You may choose to remain in the aggregation group and begin receiving your 15-percent discount by simply not returning the opt out form.

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

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

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

In this program, the discount you will receive is fixed, so each month you will save 15 percent off the generation portion of your bill. Since the actual price per KWH charged by the utility may change each month based on the season and your usage, the price per KWH from FirstEnergy Solutions will also change each month. Regardless, you are guaranteed to save 15 percent off the competitive portion of your electric bill.

### **What does "opt out" mean?**

"Opt out" means that you can decide not to participate in the Reynoldsburg electric governmental aggregation program. By returning the opt-out form, which is included in this mailing, by the due date 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 15-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 due date, you will be included in the Reynoldsburg governmental aggregation program and will begin receiving competitively priced electricity from FirstEnergy Solutions.

### **Can I opt out over the phone?**

No, if you want to opt out, you must mail in your completed opt-out form and it must be postmarked by the due date.



**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 an alternative generation 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).

**If I join the aggregation, can I stay on budget billing?**

Yes, you can remain on budget billing; however, the budget billing program does not apply to your charges from FirstEnergy Solutions – only to charges from the electric utility. Your total charges from FirstEnergy Solutions will fluctuate from month to month according to your usage.

**Can I still have my payment automatically deducted from my checking account as I do now?**

Yes. How you pay your electric bill will not change.

**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.

**FirstEnergy Solutions Corp. – Terms and Conditions**

These Terms and Conditions together with the enrollment information/opt-out notification 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. 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 and is an affiliate of Ohio Edison, Toledo Edison, and Cleveland Electric Illuminating companies. 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 customers pay. The PUCO regulates distribution 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 the EDU.

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<p><b>Radioactive Waste-</b></p> <p>Radioactive waste associated with the product</p>	<table><tr><th>Type :</th><th>Projected Quantity:</th><th></th></tr><tr><td>High-Level Radioactive Waste</td><td>0.0021</td><td>Lbs./1,000 kWh</td></tr><tr><td>Low-Level Radioactive Waste</td><td>0.0001</td><td>Ft<sup>3</sup>/1,000 kWh</td></tr></table>		Type :	Projected Quantity:		High-Level Radioactive Waste	0.0021	Lbs./1,000 kWh	Low-Level Radioactive Waste	0.0001	Ft <sup>3</sup> /1,000 kWh											
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High-Level Radioactive Waste	0.0021	Lbs./1,000 kWh																				
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<p>Note: The generation of this product involves the use of 1% projected Unknown Purchased Resources. The air emissions and radioactive wastes associated with these unknown resources are not included in these charts.</p>																						

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 2012 is 1.5% renewable, including 0.06% 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](http://www.fes.com) or by phone at 1-888-254-6359.

**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

**3/30/2012 1:10:46 PM**

**In**

**Case No(s). 10-2366-EL-GAG**

**Summary: Opt-Out Notice for the City of Reynoldsburg - to be sent to eligible customers on or after April 9, 2012 with the deadline to be on or after April 30, 2012 electronically filed by Mrs. Lyn Corliss - Angle on behalf of FirstEnergy Solutions**