

FILE

**FirstEnergy**  
Solutions

RECEIVED-DOCKETING DIV

395 Ghent Road  
Akron, Ohio 44333

2008 APR 10 AM 9:45

PUCO

April 9, 2008

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

Re: Supplemental Opt-out Notice for Summit County;  
Case No. 02-2206-EL-GAG

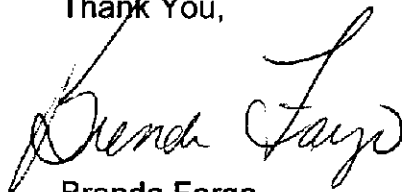
Dear Ms. Jenkins:

Please find enclosed the original and ten copies of the supplemental Opt-out Aggregation Notice to be sent to eligible new residential and commercial customers in Summit County on or after April 21, 2008 with the deadline of May 12, 2008. Please docket these notices under case number 02-2206-EL-GAG.

FirstEnergy Solutions is providing aggregation services to Summit County and, in this capacity, are filing this information on their behalf.

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

Thank You,



Brenda Fargo  
FirstEnergy Solutions

enclosures

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.  
Technician SM Date Processed 4/10/08

April 21, 2008

Dear Summit County Resident,

Summit County is providing you the opportunity to join with other residents to save money on the electricity you use. Savings are possible through a concept called government aggregation, where County 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. Summit County's voters approved this program in May 2002.

There is no cost for enrollment and you will not be charged a switching fee. You do not need to do anything to participate. The County researched options for competitive electricity pricing for you. We have again chosen FirstEnergy Solutions Corp., a subsidiary of FirstEnergy Corp., to provide you with electric generation – or the competitive portion of your electric bill through December 2008.

As a member of this program, you are guaranteed to save 4 percent on your electric supply. This percentage discount will be taken off your "generation shopping credit," which will appear on your electric bill after you have been enrolled in the County's government aggregation program. The generation shopping credit — which varies each month depending on your usage — represents the amount credited to you if you switch to an alternative supplier, such as FirstEnergy Solutions.

To estimate what your savings per kilowatt-hour will be by joining this program, locate your price to compare on your electric bill. The price to compare will help determine the money you'll save by switching to another energy supplier. Multiply your price to compare by .96 (96%). Then take that result and subtract it from your price to compare that appears on your bill to estimate how much you'll save each month on electric supply.

You'll see your electric savings from FirstEnergy Solutions after your enrollment has been completed and your switch has been finalized. Of course, you are not obligated to participate in Summit County's electric government aggregation program. You have until May 12, 2008 to return the attached "opt-out" form if you wish to be excluded from the County's electric government aggregation program and remain a full-service customer of Ohio Edison. If you don't opt out at this time, you will receive a notice at least every two 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. If you switch back to Ohio Edison at a later date, you may not be served under the same rates, terms and conditions that apply to other customers served by Ohio Edison.

**WARNING: IF YOU ARE ALREADY IN CONTRACT WITH A COMPETITIVE RETAIL ELECTRIC SERVICE PROVIDER, OTHER THAN FIRSTENERGY SOLUTIONS, YOU MAY INCUR A CONTRACT TERMINATION FEE OR OTHER CHARGES IF YOU FAIL TO OPT-OUT OF THE AGGREGATION PROGRAM.**

After you become a participant in this government aggregation program, Ohio Edison 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 County's government aggregation program, you don't need to take any action when this letter arrives.

In Ohio's electric environment, your local electric utility – Ohio 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. 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 Summit County with aggregation program questions.

Sincerely,

Summit County

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

OPT-OUT FORM – SUMMIT COUNTY RESIDENTIAL ELECTRIC GOVERNMENT AGGREGATION PROGRAM

RESIDENT

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

I wish to opt out of the Summit County Electric Government Aggregation Program.

(Check box to opt out.)

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

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

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

Date: \_\_\_\_\_

Mail by May 12, 2008 to: Summit County Electric Government Aggregation Program, 395 Ghent Road, Suite 413, Akron, Ohio 44333

## **Summit County Electric Aggregation Program — Frequently Asked Questions**

### **What is aggregation?**

Under governmental aggregation, County 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 County able to choose a licensed electric generation supplier on my behalf?**

In May 2002, Summit County residents voted to allow the County to contract for an electric generation supplier on their behalf.

### **How will I know if I can save money under the County's electric government aggregation program?**

When you join the County's government aggregation program, your electric utility will provide you with a "generation shopping credit," which is available on your electric bill after you have been enrolled in the County's government aggregation program.

The generation shopping credit — which varies each month — represents the amount credited to you if you switch to an alternative electric supplier, such as FirstEnergy Solutions. Under the County's aggregation program, the price you pay for electric supply will be **4 percent** lower for residential customers than your generation shopping credit. In other words, each month, you'll pay 4 percent less for electric supply than if you had not joined the County's government aggregation program.

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

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

### **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 County's electric 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 could be subject to a \$25 switching fee from FirstEnergy Solutions. However, you will be sent a notice at least every two years asking if you wish to remain in the program. At that point, you may opt out at no cost.

### **What are my energy 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 electric supplier. A list of suppliers certified by the Public Utilities Commission of Ohio and their current prices is available by calling the Ohio Electric Choice answer center at 1-888-632-1314 or by visiting [www.ohioelectricchoice.com](http://www.ohioelectricchoice.com).

### **May I get back into the County's electric aggregation program after I have opted-out?**

Unfortunately, you will have to wait until the next enrollment period.

### **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 is a subsidiary of FirstEnergy Corp. FirstEnergy Solutions is a leading supplier of electricity, natural gas, energy and facility management solutions.

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

Yes, Ohio Edison will continue to offer those programs. However, budget billing applies only to a portion of your Ohio Edison bill – the charges that include transmitting and distributing the electricity over the lines, maintaining equipment and providing emergency service.

The budget billing program **does not apply** to your charges from FirstEnergy Solutions. FirstEnergy Solutions is a different company from Ohio Edison. On your monthly Ohio Edison bill, you'll notice a charge from FirstEnergy Solutions for generation. This charge **reflects the actual** amount of electricity you used that month and may vary each month due to your usage. Keep in mind that you're still paying less for your electricity supply than if you hadn't joined the County's government aggregation program.

**Can I join the County's electric aggregation program if I am already under contract with another electricity supplier other than FirstEnergy Solutions?**

Many electric suppliers will charge a penalty for breaking your contract before it expires. You should opt out of the County's electric aggregation program to maintain your contract with your current electric supplier. See your current electric supplier for more information.

**If I do join the County's 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 transmission and distribution 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.

**Does FirstEnergy Solutions charge any fees?**

Late charges may apply for past due balances. At the present time, residential customers will pay a late charge of 1.5 percent per month for delinquent account balances.

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

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

**What will my electric bill look like under the County's electric aggregation program?**

There are three parts to your electrical power system: transmission, distribution and generation. Your energy bill will look different under deregulation because the rates you pay after joining the County's electric aggregation program will be unbundled, or split into separate charges on the bill.

Your bill from your local electric company will include these charges:

- A generation charge to buy power from your electricity supplier
- A transmission charge from your electricity supplier to bring the power from the energy supplier to your area
- A distribution charge from your local electric company to deliver electricity to your home or business
- A market transition charge that enables your local electric company to recover the costs of changing to a competitive industry

**FirstEnergy Solutions Corp.**  
**Government Aggregation Residential and Small Commercial Electric Generation**  
**Terms & Conditions**

These terms and conditions together with the enrollment information constitutes the agreement for electric generation service, between FirstEnergy Solutions Corp., and the Customer, who chose to remain in the community aggregation program by not "opting-out" or exercising the right of rescission ("Contract"). For commercial customers, this Contract is valid for customers with a peak demand ranging from 1 kW to 299 kW. This Contract will become null and void for any individual commercial customer account with peak demand above 299 kW.

FirstEnergy Solutions Corp. ("FES") is certified by the Public Utilities Commission of Ohio ("PUCO") to offer and supply electric generation services in Ohio. FES sets the generation prices and charges that the Customer pays. The PUCO regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

**RIGHT OF RESCISSION** – If Customer does not opt out and becomes a participant in the community program, the Customer's EDU will send a confirmation notice of the transfer of service. Customer may cancel this Contract within seven (7) calendar days following the postmark date of the confirmation notice from the Electric Distribution Utility ("EDU") by calling the EDU or by written notice to the EDU, which is effective on the postmark date. If Customer cancels, the EDU will give Customer a cancellation number. The Right of Rescission only applies when Customer switches suppliers. It does not apply when Customer renews a Contract. The EDU will not send a confirmation notice for Contract renewals.

**DEFINITIONS**

Generation Service – Production of electricity.

Distribution Service - Physical delivery of electricity to Customers by the EDU.

Delivery Point – That point on the electric system at which the EDU's tariff provides for the receipt and final delivery of the electricity to the Customer.

**TERMS AND CONDITIONS OF SERVICE**

1. **Basic Service Prices.** During the term of this Contract, for all electric generation delivered by FES to Customer, Customer agrees to pay FES the price specified in the opt-out notification.

For 2005, Customer will be billed at the percentage off or the price specified in the opt-out notification. The customer's price per kwh will vary based on the generation shopping credit, which may change monthly as calculated by the EDU based on Customer's usage and usage pattern. In addition to the charge for generation services, Customer will be charged by the EDU for distribution, transmission, ancillary and various other charges.

For the period 2006 through 2008, the generation pricing under this Agreement will be calculated as the specified percentage off the sum of the generation charge ("g") and 100% of the Rate Stabilization Charge ("RSC") ("Generation Charge"), both as set forth in the Electric Utility's applicable tariff, provided however in no event may the Generation Charge exceed the 2005 shopping credit level specified in PUCO Case No. 99-1212-EL-ETP et al., plus the potential addition of future fuel and tax related charges, as permitted by the Public Utilities Commission of Ohio ("PUCO") in Case No. 03-2144-EL-ATA et al. ("Rate Stabilization Plan"), as may be subsequently approved by the PUCO. Supplier reserves the right to unilaterally modify this billing format in the event the Electric Utility reduces the level of the generation charge ("g") and/or the RSC below the level approved in the Rate Stabilization Plan, or in the event the Electric Utility is unable or unwilling to provide consolidated billing in this format.

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

The Customer's price will vary based on the generation shopping credit, which may change monthly according to the EDU. For fixed and variable rate offers, Customer will incur additional service and delivery charges from the EDU.

If any regional transmission organization or similar entity, Electric Utility, 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 the Electricity Supply under this Agreement (any of the foregoing, a "Pass-Through Event"), Customer agrees that Supplier may pass through to Customer the additional cost to Supplier of such Pass-Through-Event, under the procedure specified in the paragraph below. For purposes of this paragraph, changes include, without limitation, transmission or capacity requirements new or modified charges or shopping credits, and other changes to retail electric customer access programs.

Supplier shall provide Customer with at least thirty (30) days advance written notice of a Pass-Through-Event and the amount of any additional charge related thereto. The amount of such charge will be included in Customer's monthly billing based on the first meter read after such thirty (30) day notice period.

2. **Length of Contract.** Service under this Contract, as a part of Customer's community's program, will begin with the next available meter reading after the processing of Customer request by the EDU and FES, as determined by the 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.
3. **Billing.** The EDU will bill Customer monthly for both FES services and EDU services on a combined monthly bill. All applicable taxes shall be listed separately on the monthly bill statement in accordance with State and Local tax law. Each account shall be billed as 0% exempt from such taxes until valid Ohio Sales and Use Tax Exemption Certificate has been received by the EDU. FES does not offer budget billing.
4. **Penalties, Fees and Exceptions.** If Customer does not pay the full amount that the Customer owes FES by the due date of the bill, Customer will be charged a 1.5% late payment charge per month.
5. **Cancellation/Termination Provisions.** If Customer does not pay bill by the due date, FES may cancel this Contract after giving Customer a minimum of fourteen (14) days written notice. Customer may be returned to EDU and forfeit the right to choose another CRES provider until arrearages are paid in full. Customer will remain responsible to pay FES for any electricity used before this Contract is cancelled, as well as all late payment charges on past due amounts. Customer may terminate this Contract, without penalty, if Customer moves out of the current EDU service territory or into an area where FES will charge a different price, by providing FES with a thirty (30) day written notice. *There will be a \$25 charge if Customer terminates this Contract for any other reason, except as expressly provided herein.*
6. **Contract Expiration.** Customer is responsible for arranging for its supply of electricity upon termination of this Agreement. If this Agreement is terminated prior to the end of 2008, if Customer has not selected another supplier, Customer will be returned to the Electric Utility and will be charged market price for its electric generation service from the Electric Utility as approved by the PUCO in Case No. 03-2144-EL-ATA.
7. **Service by EDU.** This Contract automatically terminates on the same date that electric service from the EDU is disconnected or discontinued. If this should occur, please contact FES to discuss Customer options.
8. **Dispute Procedures.** Contact FES with any questions concerning the terms of service by phone at 1-888-254-6359 (toll-free) M-F 7AM - 7PM EST or in writing at 395 Ghent Road, Attn: Contract Administration, Akron, OH 44333. Our web address is [www.firstenergysolutions.com](http://www.firstenergysolutions.com). Customers may call the PUCO if they are not satisfied after discussing the terms with FES at 1-800-686-PUCO (7826) (toll-free) or 614-466-3292 or for TDD/TTY toll-free at 1-800-686-1570 or 1-814-466-8180 from 8:00 am to 5:00 pm weekdays or in writing at 180 E. Broad Street, Columbus, OH 43215-3793 or visit the PUCO website at [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov). Customers may also call the Ohio Consumers' Counsel (OCC) toll free at 1-877-742-5622 from 8:30 am to 5:30 pm weekdays or visit the OCC website at [www.pickocc.org](http://www.pickocc.org).
9. **Customer Consent.** By choosing not to opt-out of Customer's community's program Customer understands and agrees to the terms and conditions of this Contract with FES. This Contract shall be considered executed by FES following the end of the 21 day opt-out period and the 7 day rescission period if Customer does not opt-out or, and subsequent acceptance by Customer's EDU.
10. **Miscellaneous.**

EDU may charge Customer switching fees.

Customer has 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 Customer Social Security Number and/or account number(s) without Customer's written consent, except for purposes of commercial collection, credit reporting, participation in Universal Service Fund or assignment of a customer to another CRES provider.

An Environmental Disclosure Form has been included with this Contract.

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

By accepting this Contract, Customer is authorizing the EDU to provide FES with information about Customer account. This information includes, but is not limited to, billing history, historical and future usage, meter readings and types of service.

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, Customer should contact the EDU at the number specified by the EDU.

If Customer account information provided to FES by Customer is incorrect, FES reserves the right to replace the applicable account(s) or terminate the contract.

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

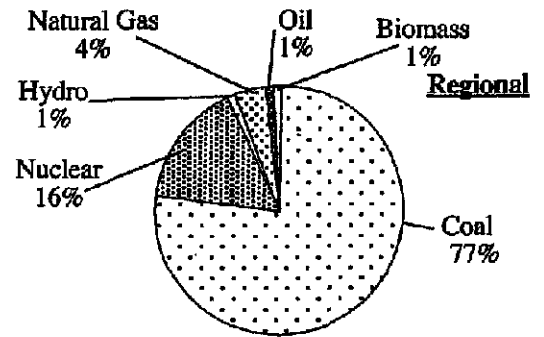
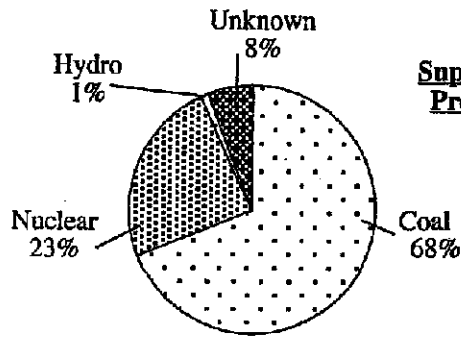
**Environmental Disclosure Information**

FirstEnergy Solutions Corp.

Projected Data for the 2007 Calendar Year

**Generation Resource Mix -**

A comparison between the sources of generation used to produce this product and the historic regional average supply mix.



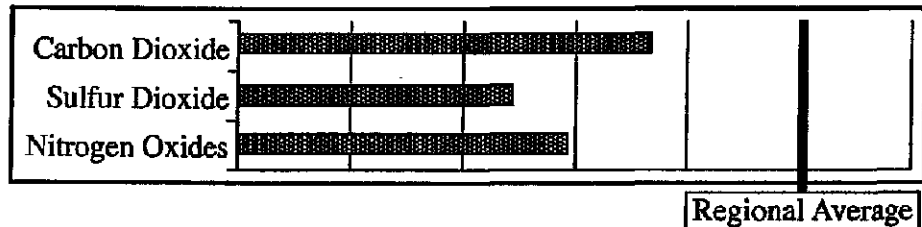
**Environmental Characteristics -**

A description of the characteristics associated with each possible generation resource.

Biomass Power	Air Emissions and Solid Waste
Coal Power	Air Emissions and Solid Waste
Hydro Power	Wildlife Impacts
Natural Gas Power	Air Emissions and Solid Waste
Nuclear Power	Radioactive Waste
Oil Power	Air Emissions and Solid Waste
Other Sources	Unknown Impacts
Solar Power	No Significant Impacts
Unknown Purchased Resources	Unknown Impacts
Wind Power	Wildlife Impacts

**Air Emissions -**

A comparison between the air emissions related to this product and the regional average air emissions.



**Radioactive Waste -**

Radioactive waste associated with the product.

Type:	Quantity:	Unit
High-Level Radioactive Waste	0.0038	Lbs./1,000 kWh
Low-Level Radioactive Waste	0.0001	Ft <sup>3</sup> /1,000 kWh

Note: The generation of this product involves the use of 8% of Unknown Purchased Resources. The air emissions 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.fes.com](http://www.fes.com) (click on "More FirstEnergy" at the bottom of the home page) or by phone at 1-877-524-7283.