

2009 MAY 28 AM 8:49

PUCO

May 27, 2009

Ms. Renee Jenkins  
Public Utilities Commission of Ohio  
Docketing Division  
180 East Broad Street  
Columbus, OH 43215-3793

RE: Case #01-0736-EL-GAG – City of Barberton Opt-out Notice

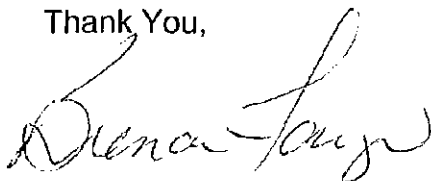
Dear Ms. Jenkins:

Please find enclosed an original and ten copies of the Opt-out notifications for the City of Barberton Aggregation program. Also included is an Opt-in notification to be sent to mercantile and national account customers who otherwise would be excluded from the program. Please file these under Case number 01-0736-EL-GAG.

These notices will be mailed on or after June 6, 2009 with an opt-out deadline on or after June 26, 2009. FirstEnergy Solutions is providing aggregation services to the City and, in this capacity, are filing this notification on their behalf.

Should there be any questions and/or additional information needs, please contact: Brenda Fargo, Government Aggregation Program Manager, FirstEnergy 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 Am Date Processed 5/28/09

June 6, 2009

Dear City of Barberton Business,

The City of Barberton is providing you the opportunity to join with other businesses to save money on the electricity you use. Savings are possible through a concept called government aggregation, where City 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. Barberton voters approved this program in November 2000.

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 City 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 May 2012.

As a member of this aggregation, you are guaranteed to save 7 percent off your Price to Compare in 2009, 3.5 percent off in years 2010 and 2011 and 2.5 percent off January through May 2012. Your Price to Compare consists of bypassable generation and transmission related components, which are the charges associated with the costs for purchased power and to deliver the power 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 the percentage discounts listed above by year 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 – approximately 30 - 45 days depending upon your meter read date. Of course, you are not obligated to participate in the City of Barberton's electric government aggregation program. If you wish to be excluded from the City's electric government aggregation program and remain a full-service customer of your local electric utility – Ohio Edison – you have until June 27, 2009 to return the attached "opt-out" form. If you do not opt out at this time, you will receive a notice 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 \$50 cancellation fee from FirstEnergy Solutions.

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 City's government aggregation program, you don't need to take any action when this letter arrives.

In Ohio's electric environment, Ohio Edison will continue to maintain the system that transmits and delivers power to your business – 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 Barberton with aggregation program questions.

Sincerely,

City of Barberton

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

**OPT-OUT FORM – CITY OF BARBERTON BUSINESS ELECTRIC GOVERNMENT AGGREGATION PROGRAM**

**BUSINESS**

**By returning this signed form, you will be excluded from the opportunity to join with other businesses in the City of Barberton's Electric Government Aggregation Program.**

I wish to opt out of the City of Barberton Electric Government Aggregation Program.

☐

(Check box to opt out)

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

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

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

## **City of Barberton Electric Aggregation Program — Frequently Asked Questions**

### **What is aggregation?**

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

### **How is the City able to choose a licensed electric generation supplier on my behalf?**

In November 2000, Barberton's residents voted to allow the City to contract for an electric generation supplier on their behalf.

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

Under the City's aggregation program, the price you pay for electric supply is guaranteed to be lower. In other words, each month, you'll receive the percent discount listed in the opt-out letter by year for the competitive portion of your electric supply than if you had not joined the City's government aggregation program.

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

"Opt out" means that you can decide not to participate in the City'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 City's electric generation supplier, and you will not receive the discount.

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

If you do not return the opt-out form postmarked by the required date, you will be included in the City'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 will be subject to a \$50 cancellation fee from FirstEnergy Solutions if you cancel for any other reason but moving. However, you will be sent a notice at least every three years asking if you wish to remain in the program. At that point, you may opt out at no cost.

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

You can stay with your current electric utility, which will continue to supply your electricity as it always has. Or, you can shop for a new electric supplier. A list of electric 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).

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

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

### **Who is FirstEnergy Solutions?**

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

### **What is the toll-free number for questions?**

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

**If I join the City'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 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.

**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 the specified percent off the competitive portion of your bill. Since the actual price per kilowatt-hour charged by the utility changes each month based on the season and your usage, the price per kilowatt-hour from FirstEnergy Solutions will also change each month. **Regardless, you are guaranteed to save on the competitive portion of your electric bill.**

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

These Terms and Conditions together with the enrollment information are your agreement for electric generation service with FirstEnergy Solutions Corp. ("FES") if you choose to remain in the community aggregation program by not "opting-out" or exercising the right of rescission ("Contract"). Please keep a copy of this agreement for your records.

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

**DEFINITIONS:**

**Generation Service** – The production of electricity.

**Transmission Service** – Moving high voltage electricity from a generation facility to the distribution lines of an Electric Distribution Utility ("EDU").

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

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

**TERMS AND CONDITIONS OF SERVICE**

1. **Eligibility.** Only Residential Customer accounts not enrolled in the Percentage of Income Plan Program (PIPP) and small commercial customers with a peak demand below 399 KW are eligible for this offer from FES. FES reserves the right to refuse enrollment to any customer with an outstanding balance.

2. **Basic Service Prices.** During the term of this Contract, you agree to pay FES for a total combined Transmission, Generation, and Generation Related Charges. You will be billed at the percentage off your EDU Price to Compare per KWh per billing month, as specified in the opt-out notification. Your Price to Compare consists of bypassable transmission, generation and transmission and generation related components, which are charges associated with the costs of purchased power and the cost to deliver the power through the transmission system. These are the charges that you would avoid for that billing period when you switch to FES.

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

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

3. **Length of Agreement.** As a part of your community's program, your service from FES will commence with the next available meter reading and after processing of the enrollment by your EDU, and will continue for the term as specified in the opt-out notification, ending on the meter read for the last month of service. For the period beginning June 2011, the program may be terminated or modified due to unforeseen regulatory action. Should the program be terminated, you will be returned to the standard service offer or its successor.

4. **Billing.** You will continue to receive a single bill from your EDU that will contain both your EDU and FES charges. FES does not offer budget

billing. If you do not pay your bill by the due date, FES may cancel this Agreement after giving you a minimum of fourteen (14) days written notice. Upon cancellation you will be returned to your EDU as a customer. You will remain responsible to pay FES for any electricity used before this Agreement is cancelled, as well as any late payment charges.

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

6. **Cancellation/Termination Provisions.** If this agreement is not rescinded during the rescission period, enrollment will be sent to your EDU. You may terminate this Agreement, without penalty, if you move out of the EDU service territory or into an area where FES will charge a different price. There will be a \$25 charge for residential customers and a \$50.00 charge for commercial customers if you terminate this Agreement for any other reason, except as expressly provided herein. Should you cancel service with FES and return to standard 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 aggregation program, you understand and agree to the terms and conditions of this Agreement with FES. You authorize FES to obtain information from the EDC that includes, but is not limited to: billing history, payment history, historical and future electricity usage, meter readings, and characteristics of electricity service. FES reserves the sole right to determine if your credit standing is satisfactory before accepting your enrollment request. This Agreement shall be considered executed by FES following acceptance of your enrollment request by FES, the end of the 7 day rescission period and subsequent acceptance of the enrollment by your EDU.

8. **Contract Expiration.** At least every three years, you will be given the opportunity to opt-out of your community's aggregation program at no cost. Your are responsible for arranging for your electric supply upon termination of this Contract.

9. **Dispute Procedures.** Contact FES with any questions concerning the terms of service by phone at 1-888-254-6359 (toll-free) M-F 8AM – 5PM EST or in writing at 341 White Pond Drive, Attn: Contract Administration, Akron, OH 44320. Our web address is [www.firstenergysolutions.com](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). Customers may also call the Ohio Consumers' Counsel (OCC) at 1-877-742-5622 (toll free) from 8:00 am to 5:00 pm weekdays or at [www.pickocc.org](http://www.pickocc.org).

10. **Miscellaneous.** You have the right to request from FES, twice within a 12 month period, up to 24 months of payment history, without charge.

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

FES' environmental disclosure statement is available for viewing on our website – [www.firstenergysolutions.com](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 EDC: operation and maintenance of the EDC's electrical system, any interruption of service, termination of service, or deterioration of the EDC's service. In the event of a power outage, you should contact your local EDU.

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

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

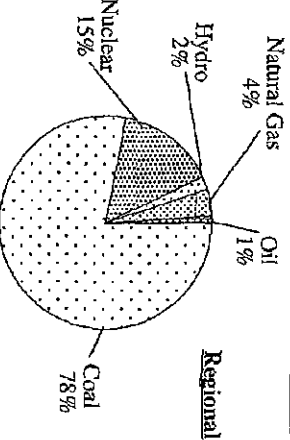
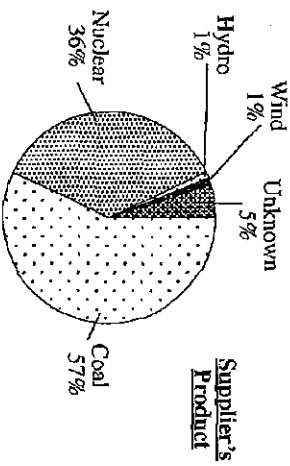
11. **Warranty.** FES warrants title and the right to all electricity sold hereunder. THE WARRANTIES SET FORTH IN THIS PARAGRAPH ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A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

# Environmental Disclosure Information

FirstEnergy Solutions Corp.

Projected Data for the 2009 Calendar Year

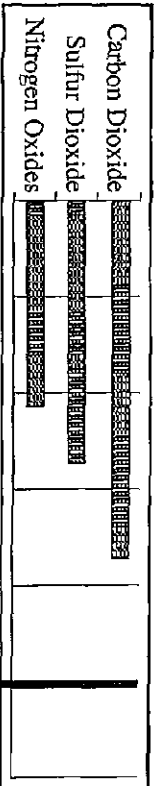
**Generation Resource Mix -**  
A comparison between the sources of generation used to produce this product and the historic regional average supply mix.



**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:
High-Level Radioactive Waste	0.0032 Lbs./1,000 kWh
Low-Level Radioactive Waste	0.0003 Ft <sup>3</sup> /1,000 kWh

Note: The generation of this product involves the use of 5% of Unknown Purchased Resources. The air emissions and radioactive waste 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 FirstEnergy Corp. at the bottom of the home page) or by phone at 1-877-524-7283.

June 6, 2009

Dear City of Barberton Resident,

The City of Barberton 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 City 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. Barberton voters approved this program in November 2000.

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 City 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 May 2012.

As a member of this aggregation, you are guaranteed to save 10 percent off your Price to Compare in 2009, 6 percent off in 2010, 5 percent off in 2011 and 4 percent off January through May 2012. Your Price to Compare consists of bypassable generation and transmission related components, which are the charges associated with the costs for purchased power and to deliver the power 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 the percentage discounts listed above by year 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 – approximately 30 - 45 days depending upon your meter read date. Of course, you are not obligated to participate in the City of Barberton's electric government aggregation program. If you wish to be excluded from the City's electric government aggregation program and remain a full-service customer of your local electric utility – Ohio Edison – you have until June 27, 2009 to return the attached "opt-out" form. If you do not opt out at this time, you will receive a notice 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.

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 City's government aggregation program, you don't need to take any action when this letter arrives.

In Ohio's electric environment, Ohio Edison will continue to maintain the system that transmits and 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 Barberton with aggregation program questions.

Sincerely,

City of Barberton

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

#### **OPT-OUT FORM – CITY OF BARBERTON RESIDENTIAL ELECTRIC GOVERNMENT AGGREGATION PROGRAM**

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

I wish to opt out of the City of Barberton Electric Government Aggregation Program.

☐

(Check box to opt out)

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

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

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

## **City of Barberton Electric Aggregation Program — Frequently Asked Questions**

### **What is aggregation?**

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

### **How is the City able to choose a licensed electric generation supplier on my behalf?**

In November 2000, Barberton's residents voted to allow the City to contract for an electric generation supplier on their behalf.

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

Under the City's aggregation program, the price you pay for electric supply is guaranteed to be lower. In other words, each month, you'll pay 10 percent off your Price to Compare in 2009, 6 percent off in 2010, 5 percent off in 2011 and 4 percent off January through May 2012 for the competitive portion of your electric supply than if you had not joined the City's government aggregation program.

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

"Opt out" means that you can decide not to participate in the City'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 City's electric generation supplier, and you will not receive the 6 percent discount.

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

If you do not return the opt-out form postmarked by the required date, you will be included in the City'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 will be subject to a \$25 cancellation fee from FirstEnergy Solutions if you cancel for any other reason but moving. However, you will be sent a notice at least every three years asking if you wish to remain in the program. At that point, you may opt out at no cost.

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

You can stay with your current electric utility, which will continue to supply your electricity as it always has. Or, you can shop for a new electric supplier. A list of electric 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).

### **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?**

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### **What is the toll-free number for questions?**

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

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

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

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 statement, you'll notice a charge from FirstEnergy Solutions for generation and transmission.

**If I join the City'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 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.

**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 the specified percent off the competitive portion of your bill. Since the actual price per kilowatt-hour charged by the utility changes each month based on the season and your usage, the price per kilowatt-hour from FirstEnergy Solutions will also change each month. **Regardless, you are guaranteed to save on the competitive portion of your electric bill.**

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

These Terms and Conditions together with the enrollment information are your agreement for electric generation service with FirstEnergy Solutions Corp. ("FES") if you choose to remain in the community aggregation program by not "opting-out" or exercising the right of rescission ("Contract"). Please keep a copy of this agreement for your records.

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

**DEFINITIONS:**

**Generation Service** – The production of electricity.

**Transmission Service** – Moving high voltage electricity from a generation facility to the distribution lines of an Electric Distribution Utility ("EDU").

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

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

**TERMS AND CONDITIONS OF SERVICE**

1. **Eligibility.** Only Residential Customer accounts not enrolled in the Percentage of Income Plan Program (PIPP) and small commercial customers with a peak demand below 399 KW are eligible for this offer from FES. FES reserves the right to refuse enrollment to any customer with an outstanding balance.

2. **Basic Service Prices.** During the term of this Contract, you agree to pay FES for a total combined Transmission, Generation, and Generation Related Charges. You will be billed at the percentage off your EDU Price to Compare per KWh per billing month, as specified in the opt-out notification. Your Price to Compare consists of bypassable transmission, generation and transmission and generation related components, which are charges associated with the costs of purchased power and the cost to deliver the power through the transmission system. These are the charges that you would avoid for that billing period when you switch to FES.

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

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

3. **Length of Agreement.** As a part of your community's program, your service from FES will commence with the next available meter reading and after processing of the enrollment by your EDU, and will continue for the term as specified in the opt-out notification, ending on the meter read for the last month of service. For the period beginning June 2011, the program may be terminated or modified due to unforeseen regulatory action. Should the program be terminated, you will be returned to the standard service offer or its successor.

4. **Billing.** You will continue to receive a single bill from your EDU that will contain both your EDU and FES charges. FES does not offer budget

billing. If you do not pay your bill by the due date, FES may cancel this Agreement after giving you a minimum of fourteen (14) days written notice. Upon cancellation you will be returned to your EDU as a customer. You will remain responsible to pay FES for any electricity used before this Agreement is cancelled, as well as any late payment charges.

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

6. **Cancellation/Termination Provisions.** If this agreement is not rescinded during the rescission period, enrollment will be sent to your EDU. You may terminate this Agreement, without penalty, if you move out of the EDU service territory or into an area where FES will charge a different price. *There will be a \$25 charge for residential customers and a \$50.00 charge for commercial customers if you terminate this Agreement for any other reason, except as expressly provided herein.* Should you cancel service with FES and return to standard 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 aggregation program, you understand and agree to the terms and conditions of this Agreement with FES. You authorize FES to obtain information from the EDC that includes, but is not limited to: billing history, payment history, historical and future electricity usage, meter readings, and characteristics of electricity service. FES reserves the sole right to determine if your credit standing is satisfactory before accepting your enrollment request. This Agreement shall be considered executed by FES following acceptance of your enrollment request by FES, the end of the 7 day rescission period and subsequent acceptance of the enrollment by your EDU.

8. **Contract Expiration.** At least every three years, you will be given the opportunity to opt-out of your community's aggregation program at no cost. You are responsible for arranging for your electric supply upon termination of this Contract.

9. **Dispute Procedures.** Contact FES with any questions concerning the terms of service by phone at 1-888-254-6359 (toll-free) M-F 8AM – 5PM EST or in writing at 341 White Pond Drive, Attn: Contract Administration, Akron, OH 44320. Our web address is [www.firstenergysolutions.com](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). Customers may also call the Ohio Consumers' Counsel (OCC) at 1-877-742-5622 (toll free) from 8:00 am to 5:00 pm weekdays or at [www.pickocc.org](http://www.pickocc.org).

10. **Miscellaneous.** You have the right to request from FES, twice within a 12 month period, up to 24 months of payment history, without charge.

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

FES' environmental disclosure statement is available for viewing on our website – [www.firstenergysolutions.com](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 EDC: operation and maintenance of the EDC's electrical system, any interruption of service, termination of service, or deterioration of the EDC's service. In the event of a power outage, you should contact your local EDU.

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

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

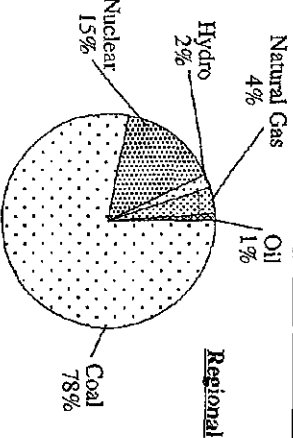
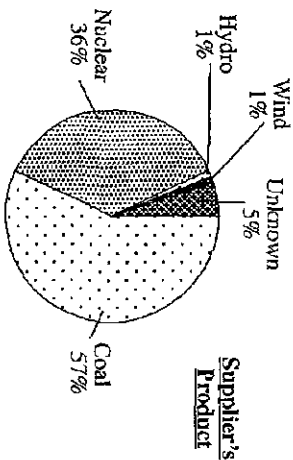
11. **Warranty.** FES warrants title and the right to all electricity sold hereunder. THE WARRANTIES SET FORTH IN THIS PARAGRAPH ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A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

# Environmental Disclosure Information

FirstEnergy Solutions Corp.

Projected Data for the 2009 Calendar Year

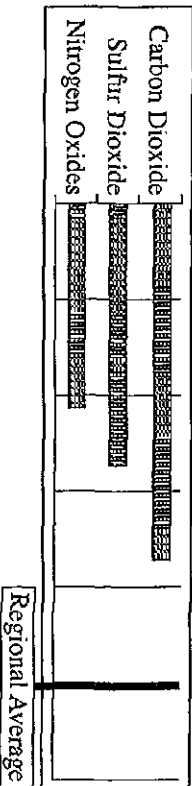
**Generation Resource Mix -**  
A comparison between the sources of generation used to produce this product and the historic regional average supply mix.



**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:
High-Level Radioactive Waste	0.0032
Low-Level Radioactive Waste	0.0003

Lbs./1,000 kWh  
Pt/1,000 kWh

Note: The generation of this product involves the use of 5% of Unknown Purchased Resources. The air emissions and radioactive waste 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 FirstEnergy Corp. at the bottom of the home page) or by phone at 1-877-524-7283.

June 6, 2009

Dear Barberton Electric Customer,

Because your business is located within the community of Barberton, you qualify for discounted savings on your electric generation. Through government aggregation, your community has negotiated and secured a special discounted price on electric generation from FirstEnergy Solutions, a subsidiary of FirstEnergy.

To take advantage of this offer, you must complete and return the opt-in form below by June 27, 2009. By doing so, you receive savings of 7 percent off your Price to Compare in 2009, 3.5 percent off in years 2010 and 2011 and 2.5 percent off January through May 2012 on your electric generation. You will also continue to receive a single easy-to-read bill and reliable service from your local electric utility – Ohio Edison. FirstEnergy Solutions' charges will be noted on the bill separately, but what you will notice most is the savings.

We are pleased we were able to negotiate this energy dollar savings on your behalf as part of Ohio's new electric law. Be sure to complete and return the attached opt-in form below no later than June 27, 2009.

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

Sincerely,

City of Barberton

(Reply Card)

Yes! I want to opt-in for savings through the electric government aggregation program. ☐ (Please check)

Account Holder Name on Electric Bill \_\_\_\_\_

Electric Service Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Account Holder Signature \_\_\_\_\_

Date \_\_\_\_\_

Mail by June 27, 2009 to Electric Government Aggregation Program,  
341 White Pond Drive, Akron Ohio 44320

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

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

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

### DEFINITIONS:

**Generation Service** – The production of electricity.

**Transmission Service** – Moving high voltage electricity from a generation facility to the distribution lines of an Electric Distribution Utility ("EDU").

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

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

### TERMS AND CONDITIONS OF SERVICE

- 1. Eligibility.** Only Residential Customer accounts not enrolled in the Percentage of Income Plan Program (PIPP) and small commercial customers with a peak demand below 399 KW are eligible for this offer from FES. FES reserves the right to refuse enrollment to any customer with an outstanding balance.
- 2. Basic Service Prices.** During the term of this Contract, you agree to pay FES for a total combined Transmission, Generation, and Generation Related Charges. You will be billed at the percentage off your EDU Price to Compare per KWh per billing month, as specified in the opt-in notification. Your Price to Compare consists of bypassable transmission, generation and transmission and generation related components, which are charges associated with the costs of purchased power and the cost to deliver the power through the transmission system. These are the charges that you would avoid for that billing period when you switch to FES.  
Your price per KWh will vary because it will always be a percent off the Price to Compare, which may change based on any changes made by the EDU in its calculations. In addition to FES' charges, you will be charged by your EDU for distribution and various other charges. FES reserves the right to unilaterally modify this billing format in the event the EDU is unable or unwilling to provide consolidated billing in this format or changes the calculation of the Price to Compare.  
In addition to the Generation Charge described above, FES will charge you for any and all fees, costs, and obligations imposed by a Regional Transmission Organization ("RTO"), such as the Midwest ISO or successor organizations, that are not otherwise reimbursed by the Electric Utility to Supplier, regardless of whether such charges are greater than, less than, or equal to the charges Customer currently pays for these services to the Electric Utility ("Midwest ISO/Transmission and Ancillary Charges"). FES will pass these Midwest ISO/Transmission and Ancillary Charges, which may be variable, through to you and you will receive no discount or percent-off of these Midwest ISO/Transmission and Ancillary Charges.
- 3. Length of Agreement.** As a part of your community's program, your service from FES will commence with the next available meter reading and after processing of the enrollment by your EDU, and will continue for the term as specified in the opt-in notification, ending on the meter read for the last month of service. For the period beginning June 2011, the program may be terminated or modified due to unforeseen regulatory action. *Should the program be terminated, you will be returned to the standard service offer or its successor.*
- 4. Billing.** You will continue to receive a single bill from your EDU that will contain both your EDU and FES charges. FES does not offer budget billing. If you do not pay your bill by the due date, FES may cancel this

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

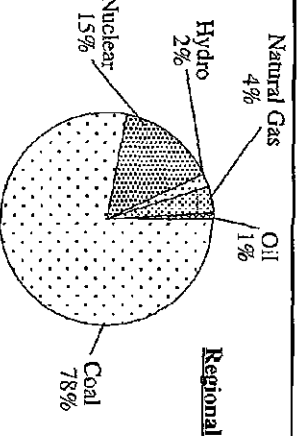
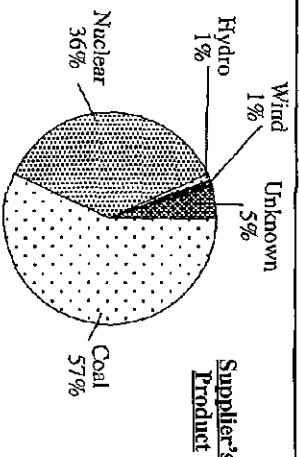
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FES may assign its rights to another, including any successor, in accordance with the rules and regulations of the PUCO.  
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# Environmental Disclosure Information

FirstEnergy Solutions Corp.

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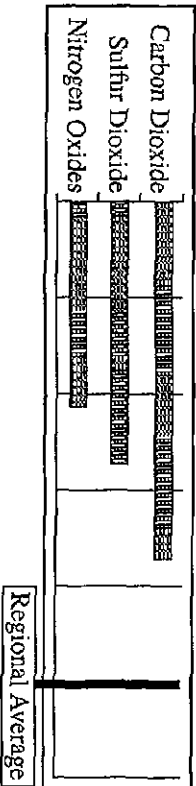
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Solar Power	No Significant Impacts
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Wind Power	Wildlife Impacts

**Air Emissions -**  
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**Radioactive Waste -**  
Radioactive waste associated with the product.

Type:	Quantity:
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