

May 7, 2010

Chief of Docketing
Public Utilities Commission of Ohio
Docketing Division, 11th Floor
180 East Broad Street
Columbus, Ohio 43215-3793

RECEIVED-DOCKETING DIV
2010 MAY 10 PM 1:10
PUCO

RE: Electric Governmental Aggregation Opt-Out Notice to Eligible Customers in West Chester Township (Case Number 05-1518-EL-GAG).

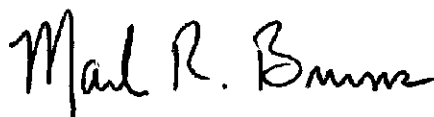
Enclosed please find an original and ten copies of the opt-out notice being sent to eligible customers in the community's electric aggregation program. FirstEnergy Solutions is the competitive retail electric supplier and Duke Energy is the local utility company.

The mailing is currently scheduled to begin May 21, 2010 and the opt-out period is currently scheduled to end on or about June 11, 2010.

Independent Energy Consultants, Inc. is providing aggregation consulting services to West Chester Township and is filing this application on their behalf.

If you have any additional needs or questions, please call me at 330 995-2675 or email me at mburns@naturalgas-electric.com

Sincerely,



Mark R. Burns
President

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 Date Processed MAY 10 2010



May 21, 2010

Dear West Chester Township Electric Customer,

West Chester Township is providing you the opportunity to join other residents to save money on the electricity you use. Savings are possible through governmental aggregation, where Township 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. West Chester Township voters approved this program in November 2005.

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 a price of \$0.062 per kilowatt-hour (kWh) for electric generation service through December 2012. This program is available to all eligible residential and small commercial customers (demand less than 100 kW) within the Duke Energy Ohio service territory.

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 West Chester Township's electric governmental aggregation program. If you wish to be excluded from the program and remain a full-service customer of your local electric utility – Duke Energy Ohio – you have until June 11, 2010 to return the attached "opt-out" form. If you leave the program at any other time, you might not be served under the same rates, terms and conditions that apply to other customers served by Duke Energy Ohio.

After you become a participant in this governmental aggregation program, Duke Energy 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 Township's governmental aggregation program, you don't need to take any action when this letter arrives.

Duke Energy 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 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. West Chester Township is pleased to have made this program possible, but asks that specific questions about the program be addressed with the supplier.

Sincerely,

Judith C. Boyko, West Chester Township Administrator and FirstEnergy Solutions

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 Township's electric governmental aggregation program.

OPT OUT FORM - WEST CHESTER TOWNSHIP 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, June 11, 2010.

By returning this signed form, you will be EXCLUDED from the opportunity to join with other residents and businesses in the West Chester Township's Electric Governmental Aggregation Program.

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

Service address (City, state and zip): _____

Phone number: _____

Account holder's signature: _____ Date: _____

Mail by June 11, 2010 to: West Chester Township Electric Governmental Aggregation Program, 341 White Pond Drive, Bldg. B-3, 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 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. As a Competitive Retail Electric Service ("CRES") provider, FES will supply the electric generation to your Electric Distribution Utility ("EDU") based on your usage. Your EDU then distributes or delivers the electricity to you. FES sets the generation prices and charges that the customers pay. The PUCO regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

DEFINITIONS:

Generation Service – The production of electricity.

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

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

RIGHT OF RESCISSION – If you do not opt-out and are enrolled to receive generation service from FES, your EDU will send you a confirmation letter. You will have the right to rescind your enrollment within seven (7) calendar days following the postmark date of the confirmation letter by following the instructions contained in the letter. The Right of Rescission only applies when a customer switches to a generation supplier and not on renewal enrollments. Your EDU will not send a confirmation notice upon any renewal of this Agreement. Should you choose to opt-out of your community's program, you will be served by your EDU's standard service offer established pursuant to section 4928.141 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 100 KW are eligible for this offer from FES. FES reserves the right to refuse enrollment to any customer with an outstanding balance.
2. **Basic Service Prices.** During the term of this Contract, you agree to pay FES for a total combined Transmission, Generation, and Generation Related Charges. You will be billed at the fixed price per KWh per billing month, as specified in the opt-out notification. Your Price to Compare consists of bypassable transmission, generation and transmission and generation related components, which are charges associated with the costs of purchased power and the cost to deliver the power through the transmission system. These are the charges that you would avoid for that billing period when you switch to FES.
In addition to FES' charges, you will be charged by your EDU for distribution and various other charges. FES reserves the right to unilaterally modify this billing format in the event the EDU is unable or unwilling to provide consolidated billing in this format or changes the calculation of the Price to Compare.
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.
4. **Billing.** You will continue to receive a single bill from your EDU that will contain both your EDU and FES charges. FES does not offer budget billing. If you do not pay your bill by the due date, FES may cancel this Agreement after giving you a minimum of fourteen (14) days written notice. Upon cancellation you will be returned to your EDU as a customer. You will remain responsible to pay FES for any electricity used before this Agreement is cancelled, as well as any late payment charges. Further, your failure to pay EDU charges may result in your electric service being disconnected in accordance with the EDU tariff.
5. **Penalties, Fees and Exceptions.** If you do not pay the full amount owed FES by the due date of the bill, FES may charge a 1.5% per month late payment fee.
6. **Cancellation/Termination Provisions.** If this agreement is not rescinded during the rescission period, enrollment will be sent to your EDU. *Should you cancel service with FES and return to standard service offer with your EDU, you may not be served under the same rates, terms, and conditions that apply to other EDU customers.*
7. **Customer Consent and Information Release Authorization.** By choosing not to opt-out of your community's aggregation program, you understand and agree to the terms and conditions of this Agreement with

FES. You authorize FES to obtain information from the EDU that includes, but is not limited to: billing history, payment history, historical and future electricity usage, meter readings, and characteristics of electricity service. FES reserves the sole right to determine if your credit standing is satisfactory before accepting your enrollment request. This Agreement shall be considered executed by FES following acceptance of your enrollment request by FES, the end of the 7 day rescission period and subsequent acceptance of the enrollment by your EDU.

8. **Contract Expiration.** At least every three years, you will be given the opportunity to opt-out of your community's aggregation program. You are responsible for arranging for your electric supply upon termination of this Contract.
9. **Dispute Procedures.** Contact FES with any questions concerning the terms of service by phone at 1-888-254-6359 (toll-free) M-F 8AM – 5PM EST or in writing at 341 White Pond Drive, Attn: Contract Administration, Akron, OH 44320. Our web address is www.firstenergysolutions.com. If your complaint is not resolved after you have called your electric supplier and/or your electric utility, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or TTY at 1-800-686-1570 (toll free) from 8:00 am to 5:00 pm weekdays or at www.PUCO.ohio.gov. Customers may also call the Ohio Consumers' Counsel (OCC) at 1-877-742-5622 (toll free) from 8:00 am to 5:00 pm weekdays or at www.pickocc.org.
10. **Miscellaneous.** You have the right to request from FES, twice within a 12 month period, up to 24 months of payment history, without charge. FES will not release your Social Security number and/or account number(s) without your written consent.
FES' environmental disclosure statement is available for viewing on our website – www.firstenergysolutions.com. You agree that FES will make the required quarterly updates to the statement electronically on our website. We will also provide the information upon request.
FES may assign its rights to another, including any successor, in accordance with the rules and regulations of the PUCO.
FES assumes no responsibility or liability for the following items that are the responsibility of the EDU: operation and maintenance of the EDU's electrical system, any interruption of service, termination of service, or deterioration of the EDU's service. In the event of a power outage, you should contact your local EDU.
Customer is responsible for providing FES with accurate account information. If said information is incorrect, FES reserves the right to reprice the applicable account(s) or terminate the agreement.
FES reserves the right to return any customer to the EDU if the customer's rate code is changed and the account is no longer eligible for this program.
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.

West Chester Township 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 the Township able to choose a certified electric generation supplier on my behalf?

In November 2005, West Chester Township voters approved an opt-out aggregation program authorizing the Township to contract for an electric generation supplier on their behalf.

Who is the certified electric generation supplier?

FirstEnergy Solutions Corp., an Ohio-based company and a subsidiary of FirstEnergy Corp., is our supplier. They offer 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.

Is your price for electric generation service fixed, or does it vary?

In this program, your price for electric generation service will be fixed at \$0.062 per kilowatt-hour (kWh) for the duration of the program, in this case until December 2012.

What do I need to do if I want to be included in this governmental aggregation?

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

What should I do if I do not want to be included in this governmental aggregation?

If you choose not to participate, you must take action to opt out. "Opt out" means that you can decide not to participate in the Township's 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 Township's competitive electric generation supplier, and you will not receive the special pricing.

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 Township's 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 exit this program without penalty?

Yes, you can leave this program free of charge, at any time and for any reason.

If I join the Township'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 delivery of power to your home or business. Because 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.

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.

For answers to questions not found here, please call 1-866-636-3749, Monday through Friday, 8 a.m. to 5 p.m. West Chester Township is pleased to have made this program possible, but asks that specific questions about the program be addressed with the supplier.