

FILE

**FirstEnergy**  
Solutions

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

July 27, 2011

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

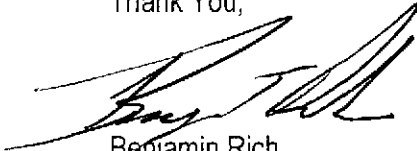
Subject: **Milton Township Opt-Out Notifications; Case Number: 10-0922-EL-GAG**

Dear Ms. Jenkins:

Enclosed are the Milton Township Opt-out notifications. Included is one original and 10 copies of the opt-out materials. These will be sent to eligible customers on or after August 8, 2011 with the deadline to be on or after August 29, 2011.

Please file these under case number 10-0922-EL-GAG. FirstEnergy Solutions is providing aggregation service to the Milton Township and are filing these on their behalf.

Thank You,



Benjamin Rich  
Government Aggregation  
FirstEnergy Solutions  
330-315-7395

RECEIVED-DOCKETING DIV  
2011 JUL 29 AM 8:47  
PUCO

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 J Date Processed 7/29/11

August 8, 2011

Dear Milton Township Resident,

We are providing you the opportunity to join other residents to save money on the electricity you use. Savings are possible through governmental aggregation, where community officials bring together citizens to gain group buying power for the purchase of electricity from a retail electric generation provider certified by the Public Utilities Commission of Ohio. Voters in Milton Township approved this program in May 2010.

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 August 2014. **There is no cost for enrollment and you will not be charged a switching fee. You do not need to do anything to participate.**

As a member of this aggregation, you are guaranteed to save 3 percent off your Price to Compare. Your Price to Compare is essentially the price you pay for electric generation from the utility and consists of generation and transmission related components, which are the costs associated with generating the power and delivering it through the transmission system.

To estimate what your savings per kilowatt-hour (KWH) will be through this program, locate your Price to Compare on your electric bill. Divide your Price to Compare by 100, then multiply by 0.03 (3%) 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 Milton Township electric governmental aggregation program. If you wish to be excluded from the program and remain a full-service customer of your local electric utility – Ohio Power – you have until August 29, 2011 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 – and you might not be served under the same rates, terms and conditions that apply to other customers served by Ohio Power.

After you become a participant in this governmental aggregation program, Ohio Power 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 Milton Township electric governmental aggregation program, you don't need to take any action when this letter arrives.

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

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

Sincerely,

Milton Township Local Officials

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 Milton Township electric governmental aggregation program.

**OPT-OUT FORM – MILTON TOWNSHIP RESIDENTIAL ELECTRIC GOVERNMENTAL AGGREGATION PROGRAM**

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

**OR**

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

By returning this signed form, you will be **EXCLUDED** from the opportunity to join with other residents in the Milton Township Electric Governmental Aggregation Program.

☐ I wish to opt out of the Milton 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 August 29, 2011 to: Milton Township Electric Governmental Aggregation Program, 341 White Pond Drive, Bldg. B-3, Akron, Ohio 44320

## **Milton 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 my community able to choose a certified electric generation supplier on my behalf?**

In May 2010, Milton Township residents voted to allow the community to contract for an electric generation supplier on their behalf.

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

Under this governmental aggregation program, the price you pay for electric generation supply is guaranteed to be 3 percent lower. In other words, each month, you'll pay 3 percent less for the generation portion of your electric supply than if you had not joined the Milton Township governmental aggregation program.

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

You do not need to do anything to receive the discounted generation pricing under this program. You may choose to remain in the aggregation group and begin receiving your 3 percent discount by simply not returning the opt out form.

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

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

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

In this program, the discount you will receive is fixed, so each month you will save 3 percent off the generation portion of your bill. Since the actual price per KWH charged by the utility may change each month based on the season and your usage, the price per KWH from FirstEnergy Solutions will also change each month. Regardless, you are guaranteed to save 3 percent off the competitive portion of your electric bill.

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

"Opt out" means that you can decide not to participate in the Milton Township electric governmental aggregation program. By returning the opt-out form, which is included in this mailing, by the due date you will not be enrolled as an electric generation customer with FirstEnergy Solutions, the community's competitive electric generation supplier, and you will not receive the 3 percent discount.

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

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

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

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

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

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

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

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

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

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

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

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

**Who is FirstEnergy Solutions?**

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

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

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

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

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

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

**DEFINITIONS:**

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

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

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

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

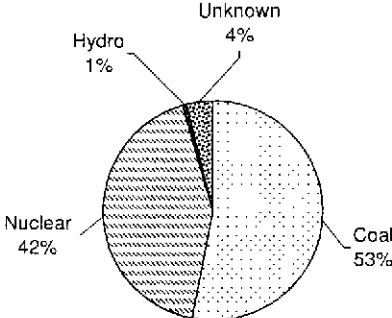
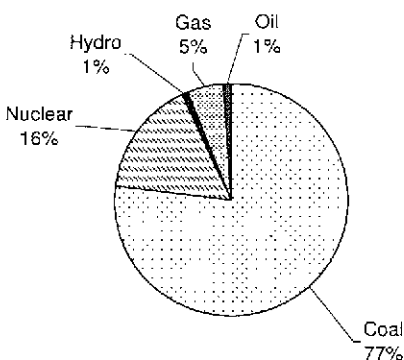
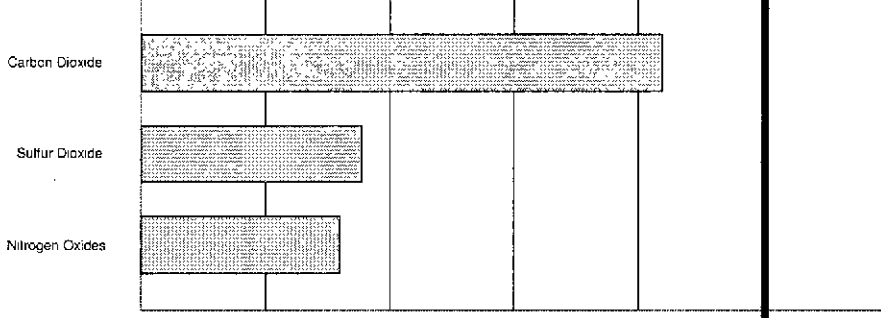
**TERMS AND CONDITIONS OF SERVICE**

1. **Eligibility.** Only Residential Customer accounts not enrolled in the Percentage of Income Plan Program (PIPP) and small commercial customers with a peak demand below 199 KW are eligible for this offer from FES. FES reserves the right to refuse enrollment to any commercial customer with an outstanding electric bill balance.
2. **Basic Service Prices.** During the term of this Contract, you agree to pay FES a fixed price for combined electric Transmission, Generation and Generation Related Charges as specified in the enrollment notification. You will be billed at the percentage off your EDU Price to Compare per KWh per billing month, as specified in the opt-out notification. In addition to FES' charges, you will be charged by your EDU for distribution and various other charges. In addition to the charges described above, if any regional transmission organization or similar entity, EDU, governmental entity or agency, NERC and other industry reliability organization, or court requires a change to the terms of the Agreement, or imposes upon Supplier new or additional charges or requirements, or a change in the method or procedure for determining charges or requirements, relating to your electric supply under this Agreement (any of the foregoing, a "Pass-Through Event"), which are not otherwise reimbursed to FES, Customer agrees that Supplier may pass through the additional cost to Supplier of such Pass-Through Event, which may be variable, to Customer. Changes may include, without limitation, transmission or capacity requirements, new or modified charges or shopping credits, and other changes to retail electric customer access programs.
3. **Length of Agreement.** As a part of your community's program, your service from FES will commence with the next available meter reading and after processing of the enrollment by your EDU, and will continue for the term as specified in the opt-out notification, ending on the meter read for the last month of service. For the period beginning June 2011, the program may be terminated or modified due to unforeseen regulatory action. Should the program be terminated, you will be returned to the standard service offer or its successor.
4. **Billing.** You will receive a consolidated bill from your EDU for both your FES and EDU charges. FES does not offer budget billing. If you do not pay your bill by the due date, FES may cancel this Agreement after giving you a minimum of fourteen (14) days written notice. Upon cancellation you will be returned to your EDU as a customer. You will remain responsible to pay FES for any electricity used before this Agreement is cancelled as well as any late payment charges. FES reserves the right to convert you from consolidated billing to dual billing if such a conversion will facilitate more timely billing, collections, and/or payment. Further, your failure to pay EDU charges may result in your electric service being disconnected in accordance with the EDU tariff.
5. **Penalties, Fees and Exceptions.** Your EDU may charge a switching fee to the customer. If you do not pay the full amount owed to FES by the due date of the bill, FES may charge a 1.5% per month late payment fee.
6. **Cancellation/Termination Provisions.** If this agreement is not rescinded during the rescission period, enrollment will be sent to your EDU. You may terminate this Agreement, without penalty, if you move outside the CRES provider's service area or into an area where the CRES provider charges a different price, by providing FES

with a thirty (30) day written notice. If you terminate this Agreement for any other reason, except as expressly provided herein, you will be charged a termination fee of \$25 for each residential Utility account and \$50 for each commercial Utility account. Upon termination with FES and return to standard offer service with your EDU, you may not be served under the same rates, terms, and conditions that apply to other EDU customers.

7. **Customer Consent and Information Release Authorization.** By choosing not to opt-out of your community's program, you understand and agree to the terms and conditions of this Agreement with FES. You authorize FES to obtain information from the EDU that includes, but is not limited to: billing history, payment history, historical and future electricity usage, meter readings, and characteristics of electricity service. FES reserves the right to determine if your credit standing is satisfactory before accepting your enrollment request. This Agreement shall be considered executed by FES following acceptance of your enrollment request by FES, the end of the 7 day rescission period and subsequent acceptance of the enrollment by your EDU.
8. **Contract Expiration.** At the end of its term, this Agreement will expire. At least every three years, you will be given the opportunity to opt-out of your community's program at no cost. You are responsible for arranging your electric supply upon the expiration of the Agreement.
9. **Dispute Procedures.** Contact FES with any questions concerning the terms of service by phone at 1-888-254-6359 (toll-free) M-F 8AM – 5PM EST or in writing at 341 White Pond Drive, Attn: Contract Administration, Akron, OH 44320. Our web address is [www.firstenergysolutions.com](http://www.firstenergysolutions.com). If your complaint is not resolved after you have called your electric supplier and/or your electric utility, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or TTY at 1-800-686-1570 (toll free) from 8:00 am to 5:00 pm weekdays or at [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov).
10. **Miscellaneous.** You have the right to request from FES, twice within a 12 month period, up to 24 months of payment history, without charge. FES is prohibited from disclosing a customer's social security number and/or account number(s) without the customer's affirmative written consent except for the FES' collections and reporting, participating in programs funded by the universal service fund, pursuant to section 4928.54 of the Revised Code, or assigning a customer's contract to another CRES provider. FES' environmental disclosure statement is available for viewing on our website – [www.firstenergysolutions.com](http://www.firstenergysolutions.com). You agree that FES will make the required quarterly updates to the statement electronically on our website. We will also provide the information upon request. FES may assign its rights to another, including any successor, in accordance with the rules and regulations of the PUCO. FES assumes no responsibility or liability for the following items that are the responsibility of the EDU: operation and maintenance of the EDU's electrical system, any interruption of service, termination of service, or deterioration of the EDU's service. **In the event of a power outage, you should contact your local EDU.** Customer is responsible for providing FES with accurate account information. If said information is incorrect, FES reserves the right to re-price the applicable account(s) or terminate the agreement. FES reserves the right to return any customer to the EDU if the customer's rate code or meter type is changed and the account is no longer eligible for this program. Customer authorizes, but does not obligate FES, to exercise Customer's government aggregation opt-out rights.
11. **Warranty.** FES warrants title and the right to all electricity sold hereunder. THE WARRANTIES SET FORTH IN THIS PARAGRAPH ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES. WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

**Environmental Disclosure Information**  
FirstEnergy Solutions Corp.  
Projected Data for the 2011 Calendar Year

<b>Generation Resource Mix-</b>  A comparison between the sources of generation used to produce this product and the historic regional average supply mix.	<b>Supplier's Product</b>  	<b>Regional</b>  																				
<b>Environmental Characteristics-</b>  A description of the characteristics associated with each possible generation resource.	<table><tr><td>Biomass Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Coal Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Hydro Power</td><td>Wildlife Impacts</td></tr><tr><td>Natural Gas Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Nuclear Power</td><td>Radioactive Waste</td></tr><tr><td>Oil Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Other Sources</td><td>Unknown Impacts</td></tr><tr><td>Solar Power</td><td>No Significant Impacts</td></tr><tr><td>Unknown Purchased Resources</td><td>Unknown Impacts</td></tr><tr><td>Wind Power</td><td>Wildlife Impacts</td></tr></table>		Biomass Power	Air Emissions and Solid Waste	Coal Power	Air Emissions and Solid Waste	Hydro Power	Wildlife Impacts	Natural Gas Power	Air Emissions and Solid Waste	Nuclear Power	Radioactive Waste	Oil Power	Air Emissions and Solid Waste	Other Sources	Unknown Impacts	Solar Power	No Significant Impacts	Unknown Purchased Resources	Unknown Impacts	Wind Power	Wildlife Impacts
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<b>Air Emissions-</b>  A comparison between the air emissions related to this product and the regional average air emissions.	 <div>Regional Average</div>																					
<b>Radioactive Waste-</b>  Radioactive waste associated with the product.	<table><tr><th>Type :</th><th>Projected Quantity:</th><th></th></tr><tr><td>High-Level Radioactive Waste</td><td>0.0034</td><td>Lbs./1,000 kWh</td></tr><tr><td>Low-Level Radioactive Waste</td><td>0.0012</td><td>Ft<sup>3</sup>/1,000 kWh</td></tr></table> <p>Note: The generation of this product involves the use of 4% projected Unknown Purchased Resources. The air emissions and radioactive wastes associated with these unknown resources are not included in these charts.</p>		Type :	Projected Quantity:		High-Level Radioactive Waste	0.0034	Lbs./1,000 kWh	Low-Level Radioactive Waste	0.0012	Ft <sup>3</sup> /1,000 kWh											
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Renewable Energy Credits: FirstEnergy Solutions purchases renewable energy credits (RECs) as a means of complying with the renewable energy resource benchmark under the state's alternative energy portfolio standard requirements. The requirement for 2011 is 1.0% renewable, including 0.03% solar.

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

August 8, 2011

Dear Milton Township Business,

We are providing you the opportunity to join other businesses to save money on the electricity you use. Savings are possible through governmental aggregation, where community officials bring together citizens to gain group buying power for the purchase of electricity from a retail electric generation provider certified by the Public Utilities Commission of Ohio. Voters in Milton Township approved this program in May 2010.

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 August 2014. **There is no cost for enrollment and you will not be charged a switching fee. You do not need to do anything to participate.**

As a member of this aggregation, you are guaranteed to save 3 percent off your Price to Compare. Your Price to Compare is essentially the price you pay for electric generation from the utility and consists of generation and transmission related components, which are the costs associated with generating the power and delivering it through the transmission system.

To estimate what your savings per kilowatt-hour (KWH) will be through this program, you first need to determine your Price to Compare. Simply divide the amount of the Bypassable Generation and Transmission Related Component by the Kilowatt Hours Used, which are both found on page 3 of your bill. Use this number as your Price to Compare. Then multiply your Price to Compare by 0.03 (3%) 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 Milton Township electric governmental aggregation program. If you wish to be excluded from the program and remain a full-service customer of your local electric utility – Ohio Power – you have until August 29, 2011 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 – and you might not be served under the same rates, terms and conditions that apply to other customers served by Ohio Power.

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Sincerely,

Milton Township Local Officials

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 Milton Township electric governmental aggregation program.

**OPT-OUT FORM – MILTON TOWNSHIP BUSINESS ELECTRIC GOVERNMENTAL AGGREGATION PROGRAM**

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

**OR**

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

By returning this signed form, you will be **EXCLUDED** from the opportunity to join with other businesses in the Milton Township Electric Governmental Aggregation Program.

☐ I wish to opt out of the Milton 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 August 29, 2011 to: Milton Township Electric Governmental Aggregation Program, 341 White Pond Drive, Bldg. B-3, Akron, Ohio 44320

## **Milton Township Electric Governmental Aggregation Program Frequently Asked Questions**

### **What is aggregation?**

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

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

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

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

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### **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 Milton Township governmental aggregation program and will begin receiving competitively priced electricity from FirstEnergy Solutions.

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

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

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

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

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

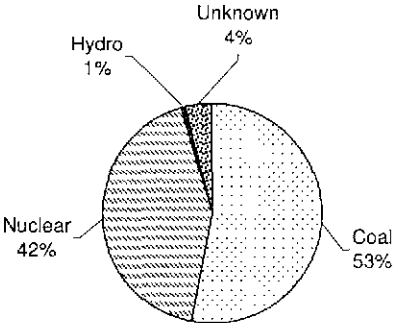
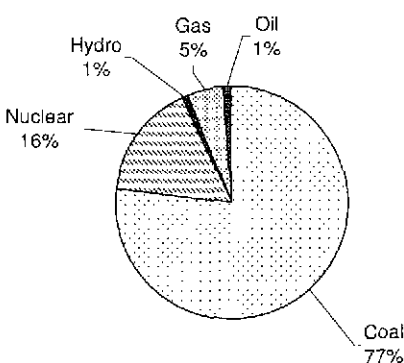
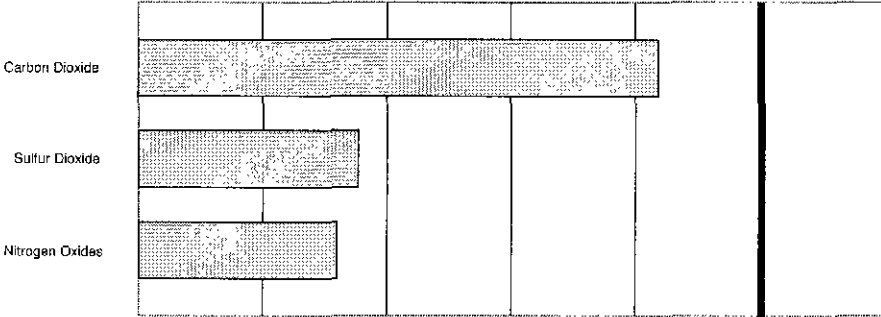
**TERMS AND CONDITIONS OF SERVICE**

1. **Eligibility.** Only Residential Customer accounts not enrolled in the Percentage of Income Plan Program (PIPP) and small commercial customers with a peak demand below 199 KW are eligible for this offer from FES. FES reserves the right to refuse enrollment to any commercial customer with an outstanding electric bill balance.
2. **Basic Service Prices.** During the term of this Contract, you agree to pay FES a fixed price for combined electric Transmission, Generation and Generation Related Charges as specified in the enrollment notification. You will be billed at the percentage off your EDU Price to Compare per KWh per billing month, as specified in the opt-out notification. In addition to FES' charges, you will be charged by your EDU for distribution and various other charges. In addition to the charges described above, if any regional transmission organization or similar entity, EDU, governmental entity or agency, NERC and other industry reliability organization, or court requires a change to the terms of the Agreement, or imposes upon Supplier new or additional charges or requirements, or a change in the method or procedure for determining charges or requirements, relating to your electric supply under this Agreement (any of the foregoing, a "Pass-Through Event"), which are not otherwise reimbursed to FES, Customer agrees that Supplier may pass through the additional cost to Supplier of such Pass-Through Event, which may be variable, to Customer. Changes may include, without limitation, transmission or capacity requirements, new or modified charges or shopping credits, and other changes to retail electric customer access programs.
3. **Length of Agreement.** As a part of your community's program, your service from FES will commence with the next available meter reading and after processing of the enrollment by your EDU, and will continue for the term as specified in the opt-out notification, ending on the meter read for the last month of service. For the period beginning June 2011, the program may be terminated or modified due to unforeseen regulatory action. Should the program be terminated, you will be returned to the standard service offer or its successor.
4. **Billing.** You will receive a consolidated bill from your EDU for both your FES and EDU charges. FES does not offer budget billing. If you do not pay your bill by the due date, FES may cancel this Agreement after giving you a minimum of fourteen (14) days written notice. Upon cancellation you will be returned to your EDU as a customer. You will remain responsible to pay FES for any electricity used before this Agreement is cancelled as well as any late payment charges. FES reserves the right to convert you from consolidated billing to dual billing if such a conversion will facilitate more timely billing, collections, and/or payment. Further, your failure to pay EDU charges may result in your electric service being disconnected in accordance with the EDU tariff.
5. **Penalties, Fees and Exceptions.** Your EDU may charge a switching fee to the customer. If you do not pay the full amount owed to FES by the due date of the bill, FES may charge a 1.5% per month late payment fee.
6. **Cancellation/Termination Provisions.** If this agreement is not rescinded during the rescission period, enrollment will be sent to your EDU. You may terminate this Agreement, without penalty, if you move outside the CRES provider's service area or into an area where the CRES provider charges a different price, by providing FES

with a thirty (30) day written notice. If you terminate this Agreement for any other reason, except as expressly provided herein, you will be charged a termination fee of \$25 for each residential Utility account and \$50 for each commercial Utility account. Upon termination with FES and return to standard offer service with your EDU, you may not be served under the same rates, terms, and conditions that apply to other EDU customers.

7. **Customer Consent and Information Release Authorization.** By choosing not to opt-out of your community's program, you understand and agree to the terms and conditions of this Agreement with FES. You authorize FES to obtain information from the EDU that includes, but is not limited to: billing history, payment history, historical and future electricity usage, meter readings, and characteristics of electricity service. FES reserves the right to determine if your credit standing is satisfactory before accepting your enrollment request. This Agreement shall be considered executed by FES following acceptance of your enrollment request by FES, the end of the 7 day rescission period and subsequent acceptance of the enrollment by your EDU.
8. **Contract Expiration.** At the end of its term, this Agreement will expire. At least every three years, you will be given the opportunity to opt-out of your community's program at no cost. You are responsible for arranging your electric supply upon the expiration of the Agreement.
9. **Dispute Procedures.** Contact FES with any questions concerning the terms of service by phone at 1-888-254-6359 (toll-free) M-F 8AM – 5PM EST or in writing at 341 White Pond Drive, Attn: Contract Administration, Akron, OH 44320. Our web address is [www.firstenergysolutions.com](http://www.firstenergysolutions.com). If your complaint is not resolved after you have called your electric supplier and/or your electric utility, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or TTY at 1-800-686-1570 (toll free) from 8:00 am to 5:00 pm weekdays or at [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov).
10. **Miscellaneous.** You have the right to request from FES, twice within a 12 month period, up to 24 months of payment history, without charge.  
FES is prohibited from disclosing a customer's social security number and/or account number(s) without the customer's affirmative written consent except for the FES' collections and reporting, participating in programs funded by the universal service fund, pursuant to section 4928.54 of the Revised Code, or assigning a customer's contract to another CRES provider.  
FES' environmental disclosure statement is available for viewing on our website – [www.firstenergysolutions.com](http://www.firstenergysolutions.com). You agree that FES will make the required quarterly updates to the statement electronically on our website. We will also provide the information upon request.  
FES may assign its rights to another, including any successor, in accordance with the rules and regulations of the PUCO.  
FES assumes no responsibility or liability for the following items that are the responsibility of the EDU: operation and maintenance of the EDU's electrical system, any interruption of service, termination of service, or deterioration of the EDU's service. **In the event of a power outage, you should contact your local EDU.**  
Customer is responsible for providing FES with accurate account information. If said information is incorrect, FES reserves the right to re-price the applicable account(s) or terminate the agreement.  
FES reserves the right to return any customer to the EDU if the customer's rate code or meter type is changed and the account is no longer eligible for this program.  
Customer authorizes, but does not obligate FES, to exercise Customer's government aggregation opt-out rights.
11. **Warranty.** FES warrants title and the right to all electricity sold hereunder. THE WARRANTIES SET FORTH IN THIS PARAGRAPH ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

**Environmental Disclosure Information**  
FirstEnergy Solutions Corp.  
Projected Data for the 2011 Calendar Year

<b>Generation Resource Mix-</b>  A comparison between the sources of generation used to produce this product and the historic regional average supply mix.	<b>Supplier's Product</b>  	<b>Regional</b>  																				
<b>Environmental Characteristics-</b>  A description of the characteristics associated with each possible generation resource.	<table><tr><td>Biomass Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Coal Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Hydro Power</td><td>Wildlife Impacts</td></tr><tr><td>Natural Gas Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Nuclear Power</td><td>Radioactive Waste</td></tr><tr><td>Oil Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Other Sources</td><td>Unknown Impacts</td></tr><tr><td>Solar Power</td><td>No Significant Impacts</td></tr><tr><td>Unknown Purchased Resources</td><td>Unknown Impacts</td></tr><tr><td>Wind Power</td><td>Wildlife Impacts</td></tr></table>		Biomass Power	Air Emissions and Solid Waste	Coal Power	Air Emissions and Solid Waste	Hydro Power	Wildlife Impacts	Natural Gas Power	Air Emissions and Solid Waste	Nuclear Power	Radioactive Waste	Oil Power	Air Emissions and Solid Waste	Other Sources	Unknown Impacts	Solar Power	No Significant Impacts	Unknown Purchased Resources	Unknown Impacts	Wind Power	Wildlife Impacts
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<b>Air Emissions-</b>  A comparison between the air emissions related to this product and the regional average air emissions.	 <div>Regional Average</div>																					
<b>Radioactive Waste-</b>  Radioactive waste associated with the product.	<table><tr><th>Type :</th><th>Projected Quantity:</th><th></th></tr><tr><td>High-Level Radioactive Waste</td><td>0.0034</td><td>Lbs./1,000 kWh</td></tr><tr><td>Low-Level Radioactive Waste</td><td>0.0012</td><td>Ft<sup>3</sup>/1,000 kWh</td></tr></table>		Type :	Projected Quantity:		High-Level Radioactive Waste	0.0034	Lbs./1,000 kWh	Low-Level Radioactive Waste	0.0012	Ft <sup>3</sup> /1,000 kWh											
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<p>Note: The generation of this product involves the use of 4% projected Unknown Purchased Resources. The air emissions and radioactive wastes associated with these unknown resources are not included in these charts.</p>																						

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

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