

October 7, 2013

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

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

Enclosed please find a copy of the opt-out notice being sent to current 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 on or about October 17, 2013 and the opt-out period is currently scheduled to end on November 7, 2013.

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](mailto:mburns@naturalgas-electric.com)

Sincerely,



Mark R. Burns  
President

Enclosures

October 17, 2013



Dear West Chester Township Aggregation Customer,

West Chester Township's aggregation program provides you the opportunity to receive exclusive low pricing on your electric bill. Governmental aggregation is a community purchasing program 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.

FirstEnergy Solutions, a subsidiary of FirstEnergy Corp., provides electric generation for your electric aggregation program. As a current participant in the program, this is your opportunity to extend your participation. **There is no cost and no action is required to continue in the program.** Please see the enclosed FAQs for more information.

By participating in this aggregation program, you will receive exclusive low pricing on your electric generation. The chart below shows the details of this program:

The West Chester Township program was approved by voters in your community in November 2005.

Your Local Electric Utility	FES Price	Term End Date	Opt Out Deadline	Early Termination Fee
Duke Energy Ohio	5.02¢ per kWh	December 2015	November 7, 2013	\$0

Of course, you are not obligated to participate in West Chester Township's electric governmental aggregation program. If you do not want to remain in this program, you have until the opt-out deadline to return the attached "opt-out" form. If you do not opt out at this time and leave the program at a later date, you might not be served under the same rates, terms and conditions that apply to other customers served by your local utility. You will receive a notice at least every three years asking if you wish to remain in the program.

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, easy-to-read bill from your local electric utility with your FirstEnergy Solutions charges included.

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 voters made this program possible, but specific questions about the program should be addressed with the supplier.

Sincerely,

First Energy Solutions and  
Judith C. Boyko, West Chester Township Administrator

P.S. To receive this rate, **you should not respond.** Return the opt-out form only if you **do not want** to continue to participate in West Chester Township's electric governmental aggregation program.

OPT-OUT FORM –ELECTRIC GOVERNMENTAL AGGREGATION PROGRAM

<b>Option 1: Do nothing and continue.</b> If you want to continue to participate in this program, you do not need to return this form. Your enrollment is automatic.	<b>OR</b>	<b>Option 2: Opt out by returning this form.</b> If you do not want to participate in this program, you must return this form before the due date.
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By returning this signed form, you will not be part of your community's electric aggregation program.

☐ I wish to opt out of my community's electric aggregation program. (Check box to opt out.)

Service address (City, state and zip):

Phone number:

Account holder's signature: Date:

Mail by November 7, 2013 to: West Chester Twp Electric Governmental Aggregation Program, 341 White Pond Drive, Bldg. B-2, 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](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 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, citizens are brought together to gain group buying power for the purchase of 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 the supplier for the Township's electric aggregation program. FirstEnergy Solutions 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.

### **Is the price for electric generation service provided through the program fixed, or does it vary?**

Beginning with January 2014 meter read dates and continuing through December 2015 meter read dates, participating customers price for electric generation will be fixed at 5.02¢ per kilowatt-hour (kWh).

### **I am already a participating customer in this program, why am I receiving this letter?**

As a current participant of the Township's electric aggregation program, you are given the opportunity to opt-out of the program at least every three years at no charge. Your previous contract with FirstEnergy Solutions is coming to an end, and this is your opportunity to either opt-out or continue to receive program pricing with FirstEnergy Solutions.

### **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 the program 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?**

You are not obligated to participate in the aggregation program. If you choose not to participate, you must take action to opt out. "Opt out" means 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 and you will not receive the program 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 electricity from FirstEnergy Solutions at the price set for the program, 5.02¢ per kilowatt-hour (kWh) through December 2015.

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

No, to opt out of the program you must mail in the 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.

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

You will return to your local electric utility for generation 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 are available by calling 1-800-686-PUCO (1-800-686-7826).

### **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?**

Duke Energy Ohio will continue to maintain the system that delivers power to your home and will be responsible for reading the meter and responding to emergencies and power outages. Because Duke Energy Ohio 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.

**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.

## Environmental Disclosure - Quarterly Comparison

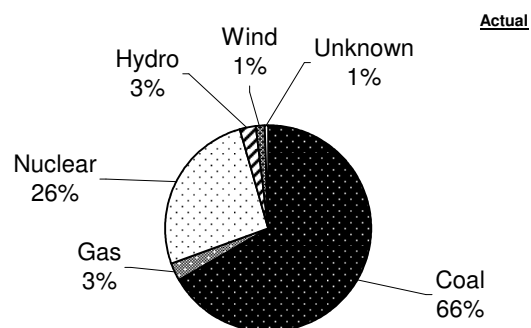
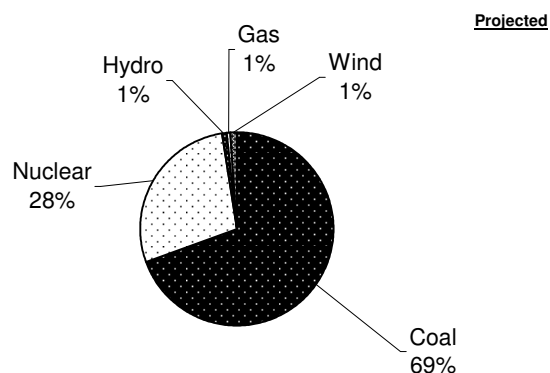
FirstEnergy Solutions Corp.

Projected Data for the 2013 Calendar Year

Actual Data for the Period 01/01/13 to 6/30/13

### Generation Resource Mix-

A comparison between the resources of generation projected to be used to generate this product and the actual resources used during this period.



### Environmental Characteristics-

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

Biomass Power

Coal Power

Hydro Power

Natural Gas Power

Nuclear Power

Oil Power

Other Sources

Solar Power

Unknown Purchased Resources

Wind Power

Air Emissions and Solid Waste

Air Emissions and Solid Waste

Wildlife Impacts

Air Emissions and Solid Waste

Radioactive Waste

Air Emissions and Solid Waste

Unknown Impacts

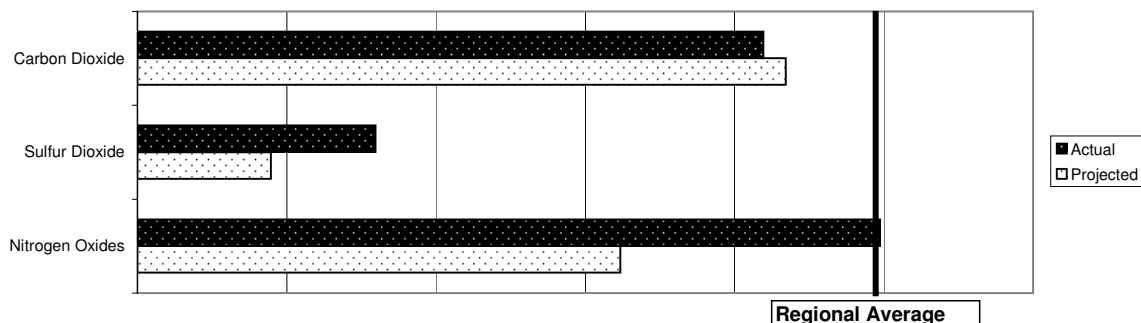
No Significant Impacts

Unknown Impacts

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 :	Projected Quantity:	Actual Quantity:
High-Level Radioactive Waste	0.0025	0.0020
Low-Level Radioactive Waste	0.0002	0.0002

Lbs./1,000 kWh  
Ft<sup>3</sup>/1,000 kWh

Note: The generation of this product involves the use of **less than 1%** projected and **1%** actual Unknown Purchased Resources. The air emissions and radioactive wastes associated with these unknown resources are not included in these charts.

Renewable Energy Credits: FirstEnergy Solutions Corp. 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 2013 is 2.0% renewable, including 0.09% solar.

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

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

**Commission of Ohio Docketing Information System on**

**10/7/2013 11:43:48 AM**

**in**

**Case No(s). 05-1518-EL-GAG**

Summary: Opt-Out Notice to be sent to current customers in the Township's Electric Aggregation Program. electronically filed by MARK R BURNS on behalf of West Chester Township