

FILE

Ohio | Public Utilities Commission

18

Original GAG Case Number	Version
09-706-EL-GAG	August 2004

RENEWAL APPLICATION FOR ELECTRIC GOVERNMENTAL AGGREGATORS

Please print or type all required information. Identify all attachments with an exhibit label and title (Example: Exhibit A-4 Opt-Out Form). All attachments should bear the legal name of the Applicant and should be included on the electronic copy provided. Applicants should file completed applications and all related correspondence with: Public Utilities Commission of Ohio, Docketing Division, 180 East Broad Street, Columbus, OH 43215-3793.

This PDF form is designed so that you may input information directly onto the form.
You may also download the form, by saving it to your local disk, for later use.

A. RENEWAL INFORMATION

A-1 Applicant's legal name, address, telephone number, PUCO certificate number, and web site address

Legal Name City of Northwood
Address 6000 Wales Road, Northwood, Ohio 43619
PUCO Certificate # and Date Certified 09-162E; 09/10/2015
Telephone # (419) 698-1040 Web site address (if any) www.ci.northwood.oh.us

A-2 Exhibit A-2 "Authorizing Ordinance" provide a copy of the ordinance or resolution authorizing the formation of a governmental aggregation program adopted pursuant to Section 4928.20(A) of the Revised Code.

A-3 Exhibit A-3 "Operation and Governance Plan" provide a copy of the applicant's current plan for operation and governance of its aggregation program adopted pursuant to Section 4928.20(C) of the Revised Code. The Operation and Governance Plan explained in Exhibit A-3 should include:

- Terms and conditions of enrollment including:
 - Rates
 - Charges
 - Switching fees, if any
- Policies associated with customers moving into/out of aggregation area
- Billing procedures
- Procedures for handling complaints and disputes including the toll-free telephone number and address for customer contacts

document delivered in the regular course of business.
Technician Jim Date Processed JUL 10 2017

A-4 **Exhibit A-4 Automatic Aggregation Disclosure - "Opt-out Form"** provide a copy of the disclosures/"opt-out" required by Section 4928.20(D) of the Revised Code, if its aggregation program provides for automatic aggregation in accordance with Section 4928.20(A) of the Revised Code. If the opt-out is in draft form, docket the final opt-out (including beginning and ending dates of the 21-day -out period and the selected CRES supplier) with the Commission within 10 days prior to providing or offering service. See #12 in the attached Affidavit .

A-5 **Contact person for regulatory or emergency matters**

Name Brian J. Ballenger
Title Law Director
Business address 3401 Woodville Road, Suite C, Northwood, Ohio 43619
Telephone # (419) 698-1040 Fax # (419) 698-5493
E-mail address ballengerlawbjb@sbcglobal.net

A-6 **Contact person for Commission Staff use in investigating customer complaints**

Name Brian J. Ballenger
Title Law Director
Business address 3401 Woodville Road, Suite C, Northwood, Ohio 43619
Telephone # (419) 698-1040 Fax # (419) 698-5493
E-mail address ballengerlawbjb@sbcglobal.net

A-7 **Applicant's address and toll-free number for customer service and complaints**

Customer Service address 6000 Wales Road, Northwood, Ohio 43619
Toll-free Telephone # (419) 693-9327 Fax # (419) 697-3269
E-mail address ballengerlawbjb@sbcglobal.net


Signature of Applicant & Title

Sworn and subscribed before me this 10th day of July, 2017
Month Year


Signature of official administering oath

Andrea Stokes, Program Manager
Print Name and Title

My commission expires on

October 12, 2020



ANDREA R. STOKES
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES 10-12-2020

AFFIDAVIT

State of Ohio :

County of Wood :

____ ss.
(Town)

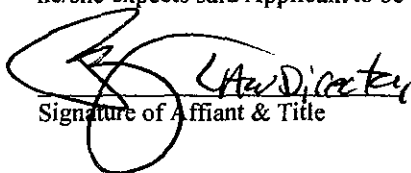
Brian J. Bullinger Affiant, being duly sworn/affirmed according to law, deposes and says that:
He/She is the Law Director (Office of Affiant) of City of Northwood (Name of Applicant);

That he/she is authorized to and does make this affidavit for said Applicant,

1. The Applicant herein, attests under penalty of false statement that all statements made in the application for certification renewal are true and complete and that it will amend its application while the application is pending if any substantial changes occur regarding the information provided in the application.
2. The Applicant herein, attests it will timely file an annual report with the Public Utilities Commission of Ohio of its intrastate gross receipts, gross earnings, and sales of kilowatt-hours of electricity pursuant to Division (A) of Section 4905.10, Division (A) of Section 4911.18, and Division (F) of Section 4928.06 of the Revised Code.
3. The Applicant herein, attests that it will timely pay any assessments made pursuant to Sections 4905.10, 4911.18, or Division F of Section 4928.06 of the Revised Code.
4. The Applicant herein, attests that it will comply with all Public Utilities Commission of Ohio rules or orders as adopted pursuant to Chapter 4928 of the Revised Code.
5. The Applicant herein, attests that it will cooperate fully with the Public Utilities Commission of Ohio, and its Staff on any utility matter including the investigation of any consumer complaint regarding any service offered or provided by the Applicant.
6. The Applicant herein, attests that it will fully comply with Section 4928.09 of the Revised Code regarding consent to the jurisdiction of Ohio Courts and the service of process.
7. The Applicant herein, attests that it will comply with all state and/or federal rules and regulations concerning consumer protection, the environment, and advertising/promotions.
8. The Applicant herein, attests that it will use its best efforts to verify that any entity with whom it has a contractual relationship to purchase power is in compliance with all applicable licensing requirements of the Federal Energy Regulatory Commission and the Public Utilities Commission of Ohio.
9. The Applicant herein, attests that it will cooperate fully with the Public Utilities Commission of Ohio, the electric distribution companies, the regional transmission entities, and other electric suppliers in the event of an emergency condition that may jeopardize the safety and reliability of the electric service in accordance with the emergency plans and other procedures as may be determined appropriate by the Commission.
10. If applicable to the service(s) the Applicant will provide, the Applicant herein, attests that it will adhere to the reliability standards of (1) the North American Electric Reliability Council (NERC), (2) the appropriate regional reliability council(s), and (3) the Public Utilities Commission of Ohio. (Only applicable if pertains to the services the Applicant is offering)

11. The Applicant herein, attests that it will inform the Commission of any material change to the information supplied in the renewal application within 30 days of such material change, including any change in contact person for regulatory purposes or contact person for Staff use in investigating customer complaints.
12. The Applicant herein, attests that if the opt-out is in draft form, the Applicant will docket the final opt-out (including beginning and ending dates of the 21-day -out period and the selected CRES supplier) with the Commission within 10 days prior to providing or offering service.

That the facts above set forth are true and correct to the best of his/her knowledge, information, and belief and that he/she expects said Applicant to be able to prove the same at any hearing hereof.


Signature of Affiant & Title

Sworn and subscribed before me this 6th day of July, 2017 Year
Month


Signature of official administering oath

Andrea Stokes, Program Manager
Print Name and Title

My commission expires on October 12, 2020



ANDREA R. STOKES
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES 10-12-2020

Exhibit A-2

Authorizing Ordinance

City of Northwood

Exhibit A-2
"Authorizing Ordinance"

10. 18/2

ORDINANCE 2000-39

ORDINANCE APPROVING THE PLAN OF OPERATION AND GOVERNANCE FOR THE NORTHWOOD GOVERNMENTAL AGGREGATION PROGRAM; AUTHORIZING THE NORTHWEST OHIO AGGREGATION COALITION (NOAC) TO HIRE PALMER ENERGY AS AN ENERGY CONSULTANT AT A COST NOT TO EXCEED \$70,000 PAYABLE BY THE POWER MARKETER HIRED BY NOAC; AUTHORIZING COOPERATION WITH NOAC; AND DECLARING AN EMERGENCY.

WHEREAS, Ordinance No. 2000-24 authorized the creation of a governmental aggregation program and submitted the question to the electorate at the November 7, 2000 election; and

WHEREAS, the voters approved the creation of an opt out aggregation program within the City of Northwood; and

WHEREAS, Ordinance No. 2000-35 authorized Northwood to enter into an intergovernmental agreement with eight other communities to jointly operate and manage a governmental aggregation program as the Northwest Ohio Aggregation Coalition; and

WHEREAS, the Northwest Ohio Aggregation Coalition has selected Palmer Energy as an energy consultant in an amount not to exceed \$70,000 subject to approval by the legislative authorities of the member communities; and

WHEREAS, the cost of the consultant contract shall be paid by the power marketer ultimately selected by the Northwest Ohio Aggregation Coalition in an amount not to exceed \$70,000 subject to approval by the legislative authorities of the member communities; and

WHEREAS, the members of the Northwest Ohio Aggregation Coalition have jointly developed a plan of operation and governance for the aggregation program; and

WHEREAS, the council has held two public hearings on the plan of operation and governance for the aggregation program;

NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTHWOOD, OHIO:

SECTION 1. That the plan of operation and governance for the aggregation program prepared by the Northwest Ohio Aggregation Coalition (NOAC) has been subject to two public hearings and is hereby approved.

SECTION 2. That the selection of Palmer Energy to act as an energy consultant to the Northwest Ohio Aggregation Coalition in an amount not to exceed \$70,000, payable by the power marketer selected by the Northwest Ohio Aggregation Coalition, is hereby ratified and approved.

LP. 2 of 2

SECTION 3. That the city administration is authorized to cooperate with the Northwest Ohio Aggregation Coalition in the development of an aggregation program.

SECTION 4. That this ordinance is declared to be an emergency measure and shall be in force and effect from and after its passage. The reason for the emergency lies in the fact that same is necessary for the immediate preservation of the public peace, health, safety and property and for the further reason of providing low cost, safe electrical power to the citizens of Northwood when deregulation begins on January 1, 2001.

Vote on emergency clause:

For 5 / against 0 *A. Alcant*

Vote on final adoption:

For 5 / against 0

ADOPTED Dec. 21, 2000 As an emergency measure.

ATTEST:

Theresa E. Birkby
Clerk of Council

James A. Burton
President of Council

APPROVED AS TO FORM:

APPROVED:

[Signature]
City Attorney

Mark H. Stone
Mayor

Exhibit A-3

**Operation and Governance
Plan**

City of Northwood

**CITY OF NORTHWOOD
ELECTRIC AGGREGATION
PROGRAM**

**PLAN OF OPERATION
AND GOVERNANCE**

For additional information contact:

Brian Ballenger
Law Director
3401 Woodville Road, Suite C
Northwood, Ohio 43619
Phone: (419) 698-1040
Fax (419) 698.5493
ballengerlawbjb@sbcglobal.net

Purpose

This aggregation plan has been developed in compliance with Ohio Revised Code section 4928.20 regarding governmental aggregation of electric service consumers.

Northwood's program will aggregate the retail electric loads of its residents to seek the best rates for the supply of generation power. The City's program may combine residential, commercial and industrial consumers into one or more buying pools. Participation in Northwood's Aggregation Program is voluntary. Any consumer has the opportunity to decline to participate and to stay with FirstEnergy.

Process

The process of governmental aggregation is set forth in Ohio Revised Code section 4928.20. Under these opt-out aggregation provisions, all eligible electric consumers within the City will be automatically included in a governmental aggregation program unless they opt out. All consumers are sent notifications advising them of the rates available under the City's program, as well as how to opt out should they choose not to participate. These consumers can opt out during the 21-day period and at any statutorily required opt-out by returning the opt-out notification.

Eligible customers are residents of the City of Northwood who are being served by FirstEnergy. Eligible customers exclude those on the Percentage of Income Program and others that may be defined as ineligible by the PUCO, as those ineligible customers are called out or excluded from the list of eligible customers generated and provided to the City by FirstEnergy. The City further reserves the right to exclude certain rate classes or groups, such as those that could clearly not save money under the program.

Toledo's Aggregation Program

The Departments of Public Utilities and Law will administer the City's Aggregation Programs. These Departments have expertise in the regulations and state law applicable to governmental aggregation, and considerable experience in contracting with marketers for energy services.

The aggregation program is designed to reduce the amount consumers pay for electric energy. Northwood will issue Requests for Proposal to Competitive Retail Electric Suppliers ("CRES") and negotiate a contract with the selected CRES to provide firm, all-requirements service to the members of the aggregation program.

Prior to the effective date of the program, notice will be sent to each potential participant disclosing the rates to be charged for electricity and other terms of the CRES supplier. Potential participants will be advised that they may opt out with no charge

during the 21-day period indicated in the notification. Those who opt out of the City's aggregation program during this initial notification period will remain with FirstEnergy.

Services

The Departments of Public Utilities and Law will provide the oversight, competitive procurement of services, regulatory approvals, accounting and fiscal management, contract maintenance, communications, program coordination and administrative support for the Northwood Aggregation Program using existing staff. If and when assistance is needed for specialized technical analysis, these Departments will retain the services of an experienced energy consultant.

The Northwest Ohio Aggregation Coalition

State law provides for the joining of municipalities for the purpose of consolidating efforts and expenses, and enlarging the size of a buying pool. To accomplish this, Northwood and its surrounding communities have formed the Northwest Ohio Aggregation Coalition ("NOAC"). NOAC is currently comprised of the following communities: Toledo, Maumee, Northwood, Oregon, Perrysburg, Sylvania, Holland, Lake and the unincorporated townships of Lucas County as represented by the Board of County Commissioners of Lucas County. NOAC represents approximately 470,000 residents. The coalition's representatives are municipality attorneys and/or elected officials.

NOAC's goal is not only to consolidate efforts and expenses, but also to act as a regional advocate at the PUCO for the ratepayers in Northwest Ohio. It is NOAC's ongoing objective to undertake all bidding and decision-making in a cooperative and unanimous fashion, while spreading out administrative costs among the participating members.

Funding

It is the City's goal to build all expenses for the program into the rate offered by the Supplier. Such expenses include the cost of printing and mailing notifications, and other administrative expenditures including consultant fees. The City's out of pocket expenses will be paid as necessary.

Notification

Potential participants will be sent an opt-out package containing the rates to be charged, contract terms and any other information required by the PUCO. Potential participants will have 21 days to opt out of the aggregation program without penalty. Additionally, an opt-out will be offered as often as statutorily required. Prominently stated on the

opt-out notice will be a toll-free number where residents can call to ask questions about the program or the offered rate(s).

Transferring customers

Once the opt-out period has ended, the City's supplier will upload the participant list to FirstEnergy who may then send out a 7-day right of rescission letter to those not opting out of the program. This rescission letter provides one last chance to remain with the utility. After seven days, those participating customers who did not respond to the rescission letter are switched over to the City's supplier.

Customer opt-out

Potential participants may opt out of Northwood's Aggregation Program at no charge within the 21-day period following the mailing of the opt-out notice. Customers who return the opt-out notification will remain with FirstEnergy. Additionally, an opt-out will be offered as often as statutorily required.

Customer opt-in

Consumers who do not participate in the program may potentially be able to opt into the program at a later time. Specific details on the timing and the process for this opting in will be negotiated with the supplier and dependant upon applicable rules and regulations in Ohio.

Disputes

The procedure for handling complaints and disputes will be handled in accordance with PUCO regulations. The PUCO and Ohio Consumers' Counsel are the designated advocates for ratepayers and accompanying concerns about a certified supplier. The telephone numbers for these two agencies will be included in the program's opt-out materials.

Termination of the Aggregation Program

The aggregation program may be terminated upon the natural expiration of the power supply contract without any extension, renewal or subsequent supply contract being negotiated. The program may also be terminated prior to the scheduled expiration for regulatory events or supplier default. Events such as these will cause participants to be returned to FirstEnergy. Depending on the circumstances, the statutory rules in effect and program terms and conditions, various market or standard service rates may apply to those returning customers. These variables will be explained in the opt-out notification.

Supplier Requirements

The City shall issue Requests for Proposal to CRES suppliers that will contain all specific program requirements. All generation supply and delivery obligations shall be conducted in accordance with applicable PUCO regulations.

Billing

FirstEnergy will continue to bill customers on behalf of itself and City's supplier, using an itemized format approved by the PUCO.

Exhibit A-4

Automatic Aggregation Disclosure – Opt-out Form

City of Northwood

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Electric Governmental Aggregation Program Frequently Asked Questions Residential Program

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?

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 electric governmental aggregation program?

The price you pay for electric generation supply is guaranteed to be lower because you'll always receive the percent discount for your electric generation.

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 remain in the aggregation group and begin receiving your discount by simply not returning the opt-out form.

If I join my community's governmental aggregation program, who will deliver my power, read my meter and respond to emergencies, such as power outages?

Your electric utility will be responsible for the delivery of power to your home or business. Since your 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 each month does not change. But because 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.

If I am already a member of this program, why am I receiving this letter?

As a current member of your community's electric governmental 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 saving with FirstEnergy Solutions.

What does "opt out" mean?

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

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

Yes, but you will be subject to the early termination 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 electric generation 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 are 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.

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?

If you have any questions, please call 1-866-636-3749, Monday through Friday, 8 a.m. to 5 p.m.

Additional FAQs for all-electric space heating, electric water heating and/or load management customers:

I receive a credit from my electric utility for my electric water heating. Will I miss out on this credit if I join this program?

Because FirstEnergy Solutions is offering a discount off the Price to Compare, you are not missing out on any of the savings that utility credits provide.

If I leave this program at a later date, will I be able to keep the credits I get from my utility for having all-electric space heating, electric water heating and/or load management equipment?

Yes. This discount is in addition to the generation credit reflected in your Price to Compare. So if you cancel your contract with FirstEnergy Solutions, you will continue to receive the credits from your utility for having all-electric space heating, electric water heating and/or load management equipment as long as those credits are being offered.

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

These Terms and Conditions apply to you because you are enrolling for electric generation service with FirstEnergy Solutions Corp. ("FES") through either (a) affirmative consent or (b) not opting out of your community aggregation program. If you enroll by affirmative consent, these Terms and Conditions and the enrollment information on the website are your agreement ("Agreement"). If you choose to remain in the community aggregation program by not "opting-out" or exercising the right of rescission these Terms and Conditions and your opt-out notification are your Agreement. 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 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 Electric Distribution Utility ("EDU").

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

RIGHT OF RESCISSION

If you do not opt-out or you give your affirmative consent 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 4928.14 of the Ohio Revised Code unless you choose an alternate supplier of electricity.

TERMS AND CONDITIONS OF SERVICE

1. **Eligibility.** Only eligible residential customer accounts not enrolled in the Percentage of Income Plan Program (PIPP) and eligible small commercial customers may enroll in this offer with FES. FES reserves the right to refuse enrollment to any customer with an outstanding electric bill 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 6% off your EDU Price to Compare per kilowatt-hour per billing month. 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 the event that any change in any statute, rule, regulation, order, law, or tariff promulgated by any court, governmental authority, utility, Independent Service Operator ("ISO"), Regional Transmission Organization ("RTO") or other service provider, or any change in operating procedure, alters to the detriment of FES its costs to perform under this Agreement, FES may pass through to Customer such costs or revise the pricing under this Agreement to eliminate the impact of such changes. Before any such pass through or price revision, FES shall provide notice to Customer of the changes and the date upon which such pass through or revised pricing shall be effective. Customer shall pay the pass through costs or revised price described in such notice, and all other terms and conditions of this Agreement shall remain in full force and effect.

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 through May 2017, ending on the meter read for the last month of service. The program may be terminated or modified due to unforeseen regulatory action. Customer and FES agree that any such regulatory action is a force majeure event. 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 each residential EDU account and a \$50 charge for each commercial EDU account 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.*