

FILE

21

**FirstEnergy**  
Solutions

395 Ghent Road  
Akron, Ohio 44333

RECEIVED-DOCKETING DIV  
2003 OCT 31 AM 10:32  
PUCO

October 28, 2003

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

Re: Opt-out Notice for the Lucas County; Case No. 00-2027-EL-GAG

Dear Ms. Crockron:

Please find enclosed the original and ten copies of the Opt-out Aggregation Notices to be sent to eligible residential and commercial customers in the City of Toledo on November 6, 2003. Please docket these notices under case number 00-2027-EL-GAG.

FirstEnergy Solutions is providing generation service to Toledo and are assisting them in filing this information.

Should there be any questions and/or additional information needs, please contact: Brenda Fargo, Government Aggregation Specialist, First Energy Solutions, 330-315-6898 or through e-mail at [fargob@fes.com](mailto:fargob@fes.com).

Thank You,



Brenda Fargo  
FirstEnergy Solutions

enclosures

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business  
Technician CH Date Processed 10/31/03

November 10, 2003

Dear Lucas County Commercial Electric Customer:

Lucas County is providing your business with the opportunity to save money on its electric bills by joining other Lucas County businesses. Through a concept called governmental aggregation, savings are achieved by grouping consumers to gain buying power for the purchase of electricity. Lucas County voters approved this program in November 2000.

**You will be automatically enrolled in Lucas County's small commercial electric government aggregation program unless you choose to opt out.** There is no cost for enrollment. You do not need to do anything to participate. During the past few months, Lucas County researched power supply options and issued competitive bids for electricity pricing. The result of that process was the selection of FirstEnergy Solutions Corp., an unregulated subsidiary of FirstEnergy Corp., as the aggregation group's electric power supplier for the next two years.

**All eligible businesses are guaranteed to save with this program when compared to Toledo Edison's current rates.** You have been identified as belonging to one of the rate classes shown below. As such, you are entitled to enjoy 4% off the generation shopping credit.

<b>Electric Supply Pricing Discount for Members of Lucas County's Electric Government Aggregation Program</b>	
<b>If your Toledo Edison Rate is:</b>	<b>You can receive:</b>
Rate - TE-GS/671 D & F	4% off the generation shopping credit
Rate - TE-GS/673 D & F - General Service GS-17	4% off the generation shopping credit
Rate - TE-GS/669 D & F - Small General Service	4% off the generation shopping credit
Rate - TE-GS/628 D & F - Medium General Service	4% off the generation shopping credit
Rate - TE-GS605 D & F - General Service Large Water/Sewer WR-2	4% off the generation shopping credit
Rate - TE-GS618 D & F - Small Water/Waste Water WR-1	4% off the generation shopping credit
Rate - TE-GS614 D & F - Large School SR2a	4% off the generation shopping credit
Rate - TE-GS616 D & F - Small School SR1a	4% off the generation shopping credit

The generation shopping credit comprises about one-third of your bill and is the only component of Toledo Edison's electric system open to competition. Toledo Edison's other charges, such as those for transmission and distribution, comprise the remaining two-thirds of the bill.

If your business is not located in Lucas County's territory or your rate class is not listed above; you have received this notice in error. Please contact FirstEnergy Solutions at 1-866-636-3749 to be removed from this aggregation pool list. Of course, even if your business is eligible, you are not obligated to participate in Lucas County's small commercial aggregation program.

**If you want to be excluded from Lucas County's electric government aggregation program, you must return the enclosed "opt-out" form by December 1, 2003.** If you do not opt out at this time, you will be enrolled in the program for the next two years. Your electric savings will begin after your paperwork has been completed and your switch has been finalized. Please note that if you do not opt out and are not currently a FirstEnergy Solutions customer, you will receive a letter from Toledo Edison advising you of your impending switch to FirstEnergy Solutions. If you wish to remain in the program, you do not need to do anything with that letter.

If you currently receive electric generation from an alternative supplier other than FirstEnergy Solutions, please review the terms and conditions of your contract. Many electric suppliers charge a penalty for breaking their contract before it expires. You should opt out of Lucas County's electric aggregation program to maintain a contract with an alternate electric supplier. Additionally, since you are in the Small or Medium General Service rate class, you need to be aware that there are financial disincentives for exiting the aggregation pool before your contract expires. Please refer to the enclosed Frequently Asked Questions for complete details.

In Ohio's deregulated electric environment, your local electric utility – Toledo Edison – will continue to maintain the system that transmits and delivers power to your business. You will not see any new poles or wires, and you will continue to receive a single, easy-to-read bill from your electric operating company with your FirstEnergy Solutions' charges included. You will still contact Toledo Edison for any power outage or disruption in your service.

If you have any questions, call FirstEnergy Solutions toll-free at 1-866-636-3749, Monday through Friday, 8 a.m. to 5 p.m. This call center is designed to answer questions on behalf of Lucas County. If you have any general, electric deregulation questions you may also call the Ohio Electric Choice hotline at 1-888-632-1314, or visit [www.puc.state.oh.us](http://www.puc.state.oh.us) or [www.pickocc.org](http://www.pickocc.org).

Sincerely,

Lucas County

*P.S. Remember to return the opt-out form only if you do not want to participate in Lucas County's electric aggregation program.*

**OPT-OUT FORM – LUCAS COUNTY ELECTRIC GOVERNMENT AGGREGATION PROGRAM**

**COMMERCIAL**

By returning this signed form, you will be excluded from the opportunity to join with other businesses in the Lucas County Electric Government Aggregation Program.

I wish to opt out of the Lucas County Electric Government Aggregation Program.

☐

(Check box to opt out.)

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

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

Account holder's

signature: \_\_\_\_\_ Date: \_\_\_\_\_

Mail by December 1, 2003 to: Lucas County Electric Government Aggregation Program, 395 Ghent Road, Suite 408, Akron, Ohio 44333

## **Commercial Electric Government Aggregation Program — Frequently Asked Questions**

### **What is government aggregation?**

Under government 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 licensed electric generation supplier on my behalf?**

In November 2002, your community's residents voted to allow local officials to contract for an electric generation supplier on their behalf.

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

All eligible businesses are guaranteed to save with this program when compared to Toledo Edison's current Rates. When you join your community's government aggregation program, your electric utility will provide you with a "generation shopping credit," which is available on your electric bill after you have been enrolled.

The generation shopping credit — which varies each month — represents the amount credited to you if you switch to an alternative electric supplier, such as FirstEnergy Solutions. Under the aggregation program, the price you pay for electric supply will be 4 percent lower than your generation shopping credit. In other words, each month, you'll pay 4 percent less for electric supply than if you had not joined the government aggregation program.

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

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

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

If you do not return the opt-out form postmarked by the required date, you will be included in your community's electric government aggregation program and will begin receiving competitively priced electricity from FirstEnergy Solutions.

Toledo Edison will also send you a letter confirming your selection of FirstEnergy Solutions as your electric generation provider unless you are already a customer of FirstEnergy Solutions. 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 government aggregation program, you don't need to take any action when this letter arrives.

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

Yes, but you could be subject to the cancellation/termination charges as stated in your contract with FirstEnergy Solutions. However, you will be sent a notice every two years asking if you wish to remain in the program. At that point, you may opt out at no cost.

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

You can stay with your current electric utility, which will continue to supply your electricity as it always has. Or, you can shop for a new electric supplier. A list of suppliers certified by the Public Utilities Commission of Ohio and their current prices is available by calling the Ohio Electric Choice answer center at 1-888-632-1314 or by visiting [www.ohioelectricchoice.com](http://www.ohioelectricchoice.com).

### **May I get back into the electric government aggregation program after I have opted out?**

Yes, by calling FirstEnergy Solutions toll-free at 1-866-636-3749, Monday through Friday, 8 a.m. to 5 p.m.

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

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

**Who is FirstEnergy Solutions?**

FirstEnergy Solutions Corp., a subsidiary of FirstEnergy Corp., is a leading supplier of electricity, natural gas, energy and facility management solutions.

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

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

**Can I join the electric government aggregation program if I am already under contract with another electricity supplier other than FirstEnergy Solutions?**

Many electric suppliers will charge a penalty for breaking your contract before it expires. You should opt out of your community's electric government aggregation program to maintain your contract with your current electric supplier. Contact your current electric supplier for more information.

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

Toledo Edison will be responsible for the transmission and distribution of power to your home or business. Since your local electric utility still owns the wires and poles that delivers power to you, it will continue to read your meter and restore power after an outage.

**Does FirstEnergy Solutions charge any fees?**

Late charges may apply for past due balances.

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

In this program, the price you pay for electric generation from FirstEnergy Solutions is fixed.

**What will my electric bill look like under the electric government aggregation program?**

There are three parts to your electrical power system: transmission, distribution and generation. Your energy bill will look different under deregulation because the rates you pay after joining the electric government aggregation program will be unbundled, or split into separate charges on the bill.

Your bill from your local electric company will include these charges:

- A generation charge to buy power from your electricity supplier
- A transmission charge from your local electricity company to bring the power from the energy supplier to your area
- A distribution charge from your local electric company to deliver electricity to your home or business
- A market transition charge that enables your local electric company to recover the costs of changing to a competitive industry



OH  
Rev.2govagg 05/02

## FIRSTENERGY SOLUTIONS CORP.

### Government Aggregation Special Business, Restricted Load Service Contract

These terms and conditions together with the enrollment information constitutes the agreement for electric generation service, between FirstEnergy Solutions Corp., and the Customer, who chose to remain in the community aggregation program by not "opting out" or exercising the right of rescission ("Contract.") **This Contract is valid for customers with a peak usage ranging from 1kW to 299kW. This Contract will become null and void for any individual Customer account with usage above 299kW.**

Customer is responsible for verifying that choosing an alternative generation supplier does not adversely affect their overall bill. Customers who utilize the off-peak demand forgiveness, EDR, SAED, and other riders as well as customers who are currently under a special contract or non-shoppable rate may pay increased rates by switching.

#### BACKGROUND

We, at FirstEnergy Solutions Corp. ("FES"), are certified by the Public Utilities Commission of Ohio ("PUCO") to offer and supply electric generation services in Ohio. We set the generation prices and charges that Customer pays. The PUCO regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

#### RIGHT OF RESCISSION

**Customer may cancel the enrollment within seven (7) calendar days following the postmark date of the confirmation notice from the Electric Distribution Utility ("EDU") by calling the EDU or by written notice to the EDU, which is effective as of the postmark date.**

#### DEFINITIONS

Generation Service – The production of electricity.

Distribution Service – Physical Delivery of electricity to Customers by the EDU.

Delivery Point – That point on the electric system at which the EDU's tariff provides for the receipt and final delivery of the electricity to the Customer.

#### TERMS OF SERVICE

##### 1. Basic Service Prices

Customer will be billed on a monthly basis at the price specified in the opt-out notification. The Customer's price will vary based on the generation shopping credit, which may change monthly according to the EDU. In addition to the foregoing, Customer may be charged a \$5 switch fee per account.

##### 2. Length of Contract

Customer will receive service beginning on the meter read date as authorized by the EDU and will continue for the Term provided in the opt-out notification or as indicated on the Customer Consent Form or the Enrollment Letter.

##### 3. Special Terms and Conditions

Customer will be billed for our charges and the electric distribution charges on a combined monthly bill from the EDU.

All applicable taxes shall be listed separately on the monthly bill statement in accordance with State and Local tax law. Each account shall be billed as 0% exempt from such taxes until valid Ohio Sales and Use Tax Exemption Certificate has been received by FES.

##### 4. Penalties, Fees and Exceptions

If the Customer does not pay the full amount that is owed FES by the due date of the bill Customer will be charged interest of 1.5% per month.

##### 5. Cancellation Provisions

**Customer may cancel this Contract if Customer moves by providing us with a 30 day written notice.**

**If Customer account information provided to FES by Customer is incorrect, FES reserves the right to reprice the applicable account(s) or terminate the Contract. If Customer does not pay the bill by the due date, and there is an outstanding and undisputed balance owed to FES for a period in excess of 30 days past the due date, we may cancel this Contract after giving Customer 14 days written notice. Customer will still be responsible to pay FES for any electricity used before this Contract is canceled, as well as all interest on past due amounts.**

##### 6. Assignment

Upon successful credit review, and upon agreement by FES, with said permission not being unreasonably withheld, this Contract may be assigned or otherwise transferred by the Customer to another, including any successor in interest. FES may assign its rights and obligations to another, including any successor in interest, in accordance with the rules and regulations of the PUCO and with the agreement of your community, without the written consent of the customer.

OH  
Rev.2govagg 05/02



#### **7. Dispute Procedures**

Contact us with any questions concerning our terms of service. Customer may call the PUCO if Customer is not satisfied after discussing the terms with us.

#### **8. Contact Information**

**FirstEnergy Solutions Corp. The Public Utilities Commission of Ohio (PUCO)**

395 Ghent Road #114 180 E. Broad St.

Akron, Ohio 44333 Columbus, OH 43215-3793

1-888-254-6359 (toll-free) 1-800-686-PUCO (7826) (toll-free)

M-F 7AM-7PM EST 614-466-3292

[www.firstenergysolutions.com](http://www.firstenergysolutions.com)

#### **9. Force Majeure (Uncontrollable Forces)**

Neither Customer nor FES will be obligated to uphold this contract if either party is unable to meet its obligations due to uncontrollable forces. The term "uncontrollable forces" shall mean any cause beyond reasonable control of the Party affected, despite exercising due diligence. "Uncontrollable forces" shall include, but not be limited to the failure of facilities, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance, labor dispute, sabotage, statutory or regulatory changes with material adverse effects, restraint by Court order or public authority or inability to obtain necessary licenses or permits. Any Party which is unable to fulfill any obligations by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch. Economic hardship of either Party shall not constitute a Force Majeure under this Contract.

#### **10. Creditworthiness**

Upon request, Customer will provide FES with information reasonably requested by FES to complete a credit review. Service shall be contingent upon satisfactory review of Customer credit by FES, which shall have sole discretion for determination of Customer's creditworthiness.

#### **11. Liability**

FES assumes no liability for the operation, maintenance, or performance of any transmission or distribution systems used to supply Customer.

#### **12. 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.

#### **13. Default**

If Customer should breach this Contract by failing to purchase electricity from FES during the term of the Contract, Customer shall pay FES all costs and penalties, including but not limited to any generation reserved on behalf of the Customer, as well as any profits arising from the Contract. In the event that FES fails to deliver electricity to the Delivery Point, the Customer's sole and exclusive remedy shall be direct damages in the amount of the positive difference, if any between the price (\$/kWh) set forth herein and the purchase price (\$/kWh) paid by Customer for replacement electricity (assuming that Customer has used commercially reasonable efforts to replace the electricity) multiplied by the amount of undelivered electricity (kWh).

#### **14. Miscellaneous**

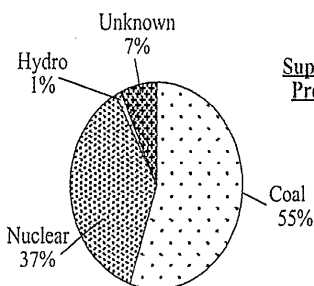
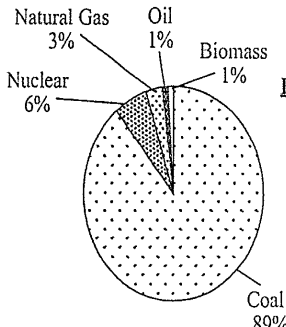
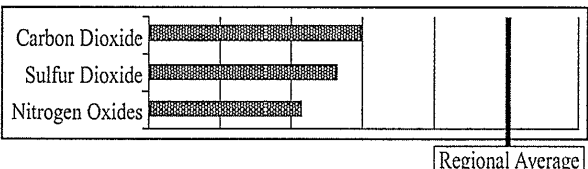
An Environmental Disclosure Statement has been included with this Contract. The EDU may charge the Customer switching fees. Customer has the right to request, from FES, up to 24 months of Customer's payment history without charge.

#### **15. Entire Contract**

This Contract, constitutes the entire agreement between FES and the Customer.

#### **16. Customer Consent**

By choosing not to "Opt-out" of your community's program, you understand and agree to the terms and conditions of this Contract with FES. This Contract shall be considered executed by FES following the end of the 21 day opt-out period and the 7 day rescission period if you do not opt-out or, and subsequent acceptance by your EDU. By accepting this Contract, Customer is authorizing the EDU to provide FES with information about Customer account(s). This information includes, but is not limited to, billing history, historical and future usage, meter readings and types of service.

Environmental Disclosure Information																						
FirstEnergy Solutions Corp.																						
Projected Data for the 2003 Calendar Year																						
<p><b>Generation Resource Mix -</b></p> <p>A comparison between the sources of generation used to produce this product and the historic regional average supply mix.</p>	<p><b>Supplier's Product</b></p> 	<p><b>Regional</b></p> 																				
<p><b>Environmental Characteristics -</b></p> <p>A description of the characteristics associated with each possible generation resource.</p>	<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
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																					
<p><b>Air Emissions -</b></p> <p>A comparison between the air emissions related to this product and the regional average air emissions.</p>																						
<p><b>Radioactive Waste -</b></p> <p>Radioactive waste associated with the product.</p>	<table><tr><th>Type:</th><th>Quantity:</th><th></th></tr><tr><td>High-Level Radioactive Waste</td><td>0.0031</td><td>Lbs./1,000 kWh</td></tr><tr><td>Low-Level Radioactive Waste</td><td>0.0001</td><td>Ft³/1,000 kWh</td></tr></table> <p>Note: The generation of this product involves the use of 7% of Unknown Purchased Resources. The air emissions and radioactive waste associated with these unknown resources are not included in these charts.</p>		Type:	Quantity:		High-Level Radioactive Waste	0.0031	Lbs./1,000 kWh	Low-Level Radioactive Waste	0.0001	Ft³/1,000 kWh											
Type:	Quantity:																					
High-Level Radioactive Waste	0.0031	Lbs./1,000 kWh																				
Low-Level Radioactive Waste	0.0001	Ft³/1,000 kWh																				

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



November 10, 2003

Dear Lucas County Resident,

The Lucas County is providing you with the opportunity to join other County residents to save money on the electricity you use. Savings are possible through government aggregation, where County officials bring together citizens to gain group-buying power for the purchase of electricity from a Certified Retail Electricity Supplier, certified by the Public Utilities Commission of Ohio.

**You will be automatically enrolled in Lucas County's electric government aggregation program unless you choose to opt out.** There is no cost for enrollment. You do not need to do anything to participate. Lucas County has chosen FirstEnergy Solutions to provide group participants with electric generation for the next two years. Generation charges comprise about one-third of your bill and are the components of your electric system open to competition. Toledo Edison's charges for transmission and distribution comprise the remaining two-thirds of your bill.

Listed below are the eligible rate codes. Your rate code is located on your Toledo Edison bill:

<b>Electric Supply Prices for Members of the Lucas County Government Aggregation Program</b>	
<b>Toledo Edison Rate</b>	<b>Price during the two-year agreement</b>
Rate TE-RS511F	4.357 cents per kilowatt-hour
Rate TE-RS511D - General Residential Rates	(\$0.04357/kWh)
Rate TE-RS518F	5.209 cents per kilowatt-hour
Rate TE-RS518D - Residential Add-On Heat Pump	(\$0.05209/kWh)
Rate TE-RS561F	4.256 cents per kilowatt-hour
Rate TE-RS561D - Residential Optional Heating	(\$0.04256/kWh)
Rate TE-RS564F	4.477 cents per kilowatt-hour
Rate TE-RS564D - Residential Rate	(\$0.04477/kWh)

If you are currently on a residential rate other than what is listed above, you are not eligible to participate in the County's electric aggregation program. Please contact FirstEnergy Solutions at the number on the next page if you received this letter and do not live in Lucas County.

Additionally, if you currently receive electric generation from an alternative supplier, please review the expiration date of your contract. Many electric suppliers will charge a penalty for breaking your contract before it expires. You should opt out of the County's electric aggregation program to maintain your contract with your current electric supplier.

Most residents are in rate code 511. A typical customer in rate 511 who joins the County's program can expect to save around \$58 in 2004, and \$83 in 2005, using 750 kWh/year.

You have until December 1, 2003 to return the enclosed "opt-out" form if you wish to be excluded from the County's electric government aggregation program and remain a customer of Toledo Edison. If you don't opt out at this time, you will begin to receive services from FirstEnergy Solutions as of January 1, 2004.

In Ohio's deregulated electric environment, your local electric utility – Toledo Edison – will continue to maintain the system that transmits and delivers power to your home. You won't see any new poles or wires, and you will continue to receive a single, easy-to-read bill from your electric operating company with your FirstEnergy Solutions charges included. You can even receive and pay your bill online via [www.firstenergycorp.com](http://www.firstenergycorp.com), free of charge.

If you have any questions, call our knowledgeable staff at FirstEnergy Solutions, toll-free at 1-866-636-3749, Monday through Friday, 8 a.m. to 5 p.m. Please do not call Lucas County with any government aggregation program inquiries.

Sincerely,

Lucas County

*P.S. Remember to return the opt-out form only if you do not want to participate in the County's electric aggregation program.*

**OPT-OUT FORM – LUCAS COUNTY RESIDENTIAL ELECTRIC GOVERNMENT AGGREGATION PROGRAM**

**RESIDENT**

By returning this signed form, you will be excluded from the opportunity to join with other residents in the Lucas County Electric Government Aggregation Program.

I wish to opt out of the Lucas County Electric Government Aggregation Program.

☐

(Check box to opt out.)

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

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

Account Holder's

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Mail by December 1, 2003 to: Lucas County Electric Government Aggregation Program, 395 Ghent Road, Suite 408, Akron, Ohio 44333

## Residential Electric Government Aggregation Program — Frequently Asked Questions

### What is government aggregation?

Under government 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 licensed electric generation supplier on my behalf?

In November 2000, 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 government aggregation program?

Please refer to the chart below to see your pricing with FirstEnergy Solutions. Simply look at the rate and price to compare on your current electric bill. If your price to compare is higher than the prices below, you will save with the aggregation program. If your price to compare is lower, you should opt-out of the program.

Electric Supply Prices for Members of the Government Aggregation Program	
Toledo Edison Rate	Price during the two-year agreement
Rate TE-RS511F	4.357 cents per kilowatt-hour
Rate TE-RS511D - General Residential Rates	(\$0.04357/kWh)
Rate TE-RS518F	5.209 cents per kilowatt-hour
Rate TE-RS518D - Residential Add-On Heat Pump	(\$0.05209/kWh)
Rate TE-RS561F	4.256 cents per kilowatt-hour
Rate TE-RS561D - Residential Optional Heating	(\$0.04256/kWh)
Rate TE-RS564F	4.477 cents per kilowatt-hour
Rate TE-RS564D - Residential Rate	(\$0.04477/kWh)

### What does "opt out" mean?

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

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

If you do not return the opt-out form postmarked by the required date, you will be included in your community's electric government aggregation program and will begin receiving competitively priced electricity from FirstEnergy Solutions.

If you are not already a FirstEnergy Solutions customer, Toledo Edison will also 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 government aggregation program, you don't need to take any action when this letter arrives.

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

Yes, but you could be subject to a \$25 cancellation fee from FirstEnergy Solutions.

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

You can stay with your current electric utility, which will continue to supply your electricity as it always has. Or, you can shop for a new electric supplier. A list of suppliers certified by the Public Utilities Commission of Ohio and their current prices is available by calling the Ohio Electric Choice answer center at 1-888-632-1314 or by visiting [www.ohioelectricchoice.com](http://www.ohioelectricchoice.com).

### May I get back into the electric government aggregation program after I have opted out?

Yes, by calling FirstEnergy Solutions toll-free at 1-866-636-3749, Monday through Friday, 8 a.m. to 5 p.m.

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

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

**Who is FirstEnergy Solutions?**

FirstEnergy Solutions Corp., a subsidiary of FirstEnergy Corp., is a local company and a leading supplier of electricity, natural gas, energy and facility management solutions.

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

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

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

Yes, Toledo Edison will continue to offer those programs. However, budget billing applies only to a portion of your Toledo Edison bill – the charges that include transmitting and distributing the electricity over the lines, maintaining equipment and providing emergency service.

The budget billing program **does not apply** to your charges from FirstEnergy Solutions. FirstEnergy Solutions is a different company from Toledo Edison. On your monthly Toledo Edison bill, you'll notice a charge from FirstEnergy Solutions for generation. This charge reflects the **actual** amount of electricity you used that month and may vary each month due to your usage. Keep in mind that you're still paying less for your electricity supply than if you hadn't joined the government aggregation program.

**Can I join the electric government aggregation program if I am already under contract with another electricity supplier?**

Many electric suppliers will charge a penalty for breaking your contract before it expires. You should opt out of your community's electric government aggregation program to maintain your contract with your current electric supplier. Contact your current electric supplier for more information.

**If I do join the electric government 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 transmission and distribution of power to your home or business. Since your local electric utility still owns the wires and poles that delivers power to you, it will continue to read your meter and restore power after an outage.

**Does FirstEnergy Solutions charge any fees?**

Late charges may apply for past due balances. At the present time, residential customers will pay a late charge of 1.5 percent per month for delinquent account balances.

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

In this program, the price you pay for electric generation from FirstEnergy Solutions is fixed. Please refer to the chart that appears earlier in this document to determine your price, which is based on your Toledo Edison rate code.

**What will my electric bill look like under the electric government aggregation program?**

There are three parts to your electrical power system: transmission, distribution and generation. Your energy bill will look different under deregulation because the rates you pay after joining the electric government aggregation program will be unbundled, or split into separate charges on the bill.

Your bill from your local electric company will include these charges:

- A generation charge to buy power from your electricity supplier
- A transmission charge from your local electricity company to bring the power from the energy supplier to your area
- A distribution charge from your local electric company to deliver electricity to your home or business
- A market transition charge that enables your local electric company to recover the costs of changing to a competitive industry

**FirstEnergy Solutions Corp.**  
**Government Aggregation Residential Electric Generation Program**  
**Terms & Conditions of Service**

FirstEnergy Solutions Corp. ("FES") is certified by the Public Utilities Commission of Ohio ("PUCO") to offer and supply electric generation services in Ohio. FES sets the generation prices and charges that you pay under their contract with your community. The PUCO regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services. The Electric Distribution Utility (EDU) provides transmission and distribution services.

**RIGHT OF RESCISSION** – After you become a participant in your community program by not "opting out", your EDU will send you a confirmation notice of the transfer of service. As required by law, this notice will inform you that you may cancel this Contract within seven (7) calendar days following the postmark date of the confirmation notice from your Electric Distribution Utility ("EDU") by calling your EDU or by written notice to your EDU, which is effective on the postmark date. If you cancel, the EDU will give you a cancellation number.

**DEFINITIONS**

Generation Service – Production of electricity.

Distribution Service - Physical delivery of electricity to Customers by the EDU.

**TERMS AND CONDITIONS OF SERVICE**

1. **Basic Service Prices.** During the term of this Contract, for all electric generation delivered by FES to Customer, Customer agrees to pay FES the price specified in the opt-out notification. In addition to the charge for generation services, you will be charged by your EDU for distribution, transmission, ancillary, and various other charges. For these EDU charges only, the average residential customer using 750 kWh will pay \$50.00 to \$55.00 per month. The Customer's price for generation will vary based on the generation shopping credit, which may change monthly as calculated by the EDU based upon your usage and usage pattern.
2. **Length of Contract.** Your service under this Contract from FES, as part of your community's program, will begin on the date the EDU authorizes FES to begin serving your account, and will continue for a two year term ending on your meter read for the last month of service. Service under this Contract will begin with the next available meter reading after processing of your request by the EDU and FES, as determined by the EDU.
3. **Billing.** The EDU will bill you monthly for both FES services and EDU services on a combined monthly bill.
4. **Penalties, Fees and Exceptions.** If you do not pay the full amount that you owe FES by the due date of the bill, you will be charged interest of 1.5% per month.
5. **Cancellation/Termination Provisions.** If you do not pay your bill by the due date, FES may terminate this Contract, discontinue generation service and return you to the EDU standard-offer service after giving you a minimum of 14 days written notice. You will remain responsible to pay FES for any electricity used before this Contract is cancelled, as well as all interest on past due amounts. You may terminate this Contract, without penalty, if you move out of your current EDU service territory or into an area where FES will charge you a different price, by providing us with a 30 day written notice. **There will be a \$25 charge if you terminate this Contract for any other reason, except as expressly provided herein.**
6. **Service by EDU.** This Contract automatically terminates on the same date that your electric service from your EDU is disconnected or discontinued. If this should occur, please contact FES to discuss your options.
7. **Dispute Procedures.** Contact FES with any questions concerning our terms of service by phone at 1-888-254-6359 (toll-free) M-F 7AM – 7PM EST or in writing at 395 Ghent Road, Attn: Contract Administration, Akron, OH 44333. Our web address is [www.firstenergysolutions.com](http://www.firstenergysolutions.com). You may call the PUCO if you are not satisfied after discussing your terms with us at 1-800-686-PUCO (7826) (toll-free) or 614-466-3292 or in writing at 180 E. Broad Street, Columbus, OH 43215-3793.
8. **Miscellaneous.**

Although your EDU may charge you an initial switching fee for entering the program, FES will pay this fee on your behalf. You have the right to request, from FES, up to 24 months of your payment history, without charge.

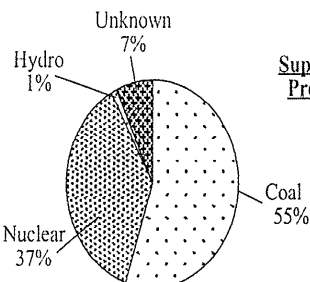
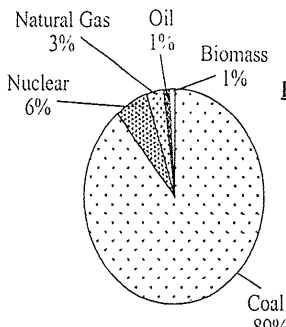
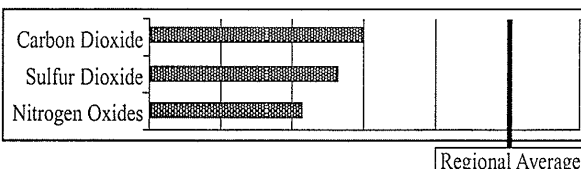
FES will not release your Social Security Number and/or account number(s) without your written consent.

An **Environmental Disclosure** Form has been included with this Contract.

FES may assign its rights to another, including any successor, in accordance with the rules and regulations of the PUCO and the agreement of your community. By accepting this Contract, you are authorizing your EDU to provide FES with information about your account. This information includes, but is not limited to, billing history, historical and future usage, meter readings and types of service. **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 EDU at the number specified by the EDU.**

If Customer account information provided to FES by Customer is incorrect, FES reserves the right to reprice the applicable account(s) or terminate the service.

9. **Customer Consent.** By choosing not to Opt-out of your community's aggregation program, and by not exercising your right of rescission as discussed above, you will be enrolled in your community's program and provided generation service by FES, subject to the acceptance by the EDU, and understand and agree to the terms and conditions set forth herein.

Environmental Disclosure Information																						
FirstEnergy Solutions Corp.																						
Projected Data for the 2003 Calendar Year																						
<p><b>Generation Resource Mix -</b></p> <p>A comparison between the sources of generation used to produce this product and the historic regional average supply mix.</p>	<p><b>Supplier's Product</b></p> 	<p><b>Regional</b></p> 																				
<p><b>Environmental Characteristics -</b></p> <p>A description of the characteristics associated with each possible generation resource.</p>	<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
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																					
<p><b>Air Emissions -</b></p> <p>A comparison between the air emissions related to this product and the regional average air emissions.</p>	 <p><b>Regional Average</b></p>																					
<p><b>Radioactive Waste -</b></p> <p>Radioactive waste associated with the product.</p>	<table><tr><th>Type:</th><th>Quantity:</th></tr><tr><td>High-Level Radioactive Waste</td><td>0.0031</td></tr><tr><td>Low-Level Radioactive Waste</td><td>0.0001</td></tr></table> <p>Lbs./1,000 kWh Ft<sup>3</sup>/1,000 kWh</p> <p>Note: The generation of this product involves the use of 7% of Unknown Purchased Resources. The air emissions and radioactive waste associated with these unknown resources are not included in these charts.</p>		Type:	Quantity:	High-Level Radioactive Waste	0.0031	Low-Level Radioactive Waste	0.0001														
Type:	Quantity:																					
High-Level Radioactive Waste	0.0031																					
Low-Level Radioactive Waste	0.0001																					

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

November 10, 2003

Dear Lucas County Commercial Electric Customer:

Lucas County is providing your business with the opportunity to save money on its electric bills by joining other Lucas County businesses. Through a concept called governmental aggregation, savings are achieved by grouping consumers to gain buying power for the purchase of electricity. Lucas County voters approved this program in November 2000.

**You will be automatically enrolled in Lucas County's small commercial electric government aggregation program unless you choose to opt out.** There is no cost for enrollment. You do not need to do anything to participate. During the past few months, Lucas County researched power supply options and issued competitive bids for electricity pricing. The result of that process was the selection of FirstEnergy Solutions Corp., an unregulated subsidiary of FirstEnergy Corp., as the aggregation group's electric power supplier for the next two years.

You have been identified as belonging to **Rate GS-14**. As such, you are entitled to receive a fixed price of **4.546 cents** (\$0.04546/kWh) per kilowatt-hour. You should look at your price to compare listed on your current bill. If your price to compare is higher than this price, you will save money in the program.

The generation portion comprises about one-third of your bill and is the only component of Toledo Edison's electric system open to competition. Toledo Edison's other charges, such as those for transmission and distribution, comprise the remaining two-thirds of the bill.

If your business is not located in Lucas County's territory or your rate class is not GS-14, you have received this notice in error. Please contact FirstEnergy Solutions at 1-866-636-3749 to be removed from this aggregation pool list. Of course, even if your business is eligible, you are not obligated to participate in Lucas County's small commercial aggregation program.

**If you want to be excluded from Lucas County's electric government aggregation program, you must return the enclosed "opt-out" form by December 1, 2003.** If you do not opt out at this time, you will be enrolled in the program for the next two years. Your electric savings will begin after your paperwork has been completed and your switch has been finalized. Please note that if you do not opt out and are not currently a FirstEnergy Solutions customer, you will receive a letter from Toledo Edison advising you of your impending switch to FirstEnergy Solutions. If you wish to remain in the program, you do not need to do anything with that letter.

If you currently receive electric generation from an alternative supplier other than FirstEnergy Solutions, please review the terms and conditions of your contract. Many electric suppliers charge a penalty for breaking their contract before it expires. You should opt out of Lucas County's electric aggregation program to maintain a contract with an alternate electric supplier. Additionally, since you are in the Small or Medium General Service rate class, you need to be aware that there are financial disincentives for exiting the aggregation pool before your contract expires. Please refer to the enclosed Frequently Asked Questions for complete details.

In Ohio's deregulated electric environment, your local electric utility – Toledo Edison – will continue to maintain the system that transmits and delivers power to your business. You will not see any new poles or wires, and you will continue to receive a single, easy-to-read bill from your electric

operating company with your FirstEnergy Solutions' charges included. You will still contact Toledo Edison for any power outage or disruption in your service.

If you have any questions, call FirstEnergy Solutions toll-free at 1-866-636-3749, Monday through Friday, 8 a.m. to 5 p.m. This call center is designed to answer questions on behalf of Lucas County. If you have any general, electric deregulation questions you may also call the Ohio Electric Choice hotline at 1-888-632-1314, or visit [www.puc.state.oh.us](http://www.puc.state.oh.us) or [www.pickocc.org](http://www.pickocc.org).

Sincerely,

Lucas County

*P.S. Remember to return the opt-out form only if you do not want to participate in Lucas County's electric aggregation program.*

**OPT-OUT FORM – LUCAS COUNTY SMALL COMMERCIAL ELECTRIC AGGREGATION PROGRAM**

By returning this signed form, you will be excluded from the opportunity to join with other businesses in Lucas County's Small Commercial Electric Governmental Aggregation Program.

I wish to opt out of Lucas County's small commercial electric aggregation program

☐

(check the box)

Toledo Edison account holder name  
(Please print clearly): \_\_\_\_\_

16-digit account number as it appears on your current electric bill:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Service address: \_\_\_\_\_

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

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

Mail by December 1, 2003 to: Lucas County Electric Government Aggregation Program,  
GHE-408, 395 Ghent Road, Akron, Ohio 44333



## **Rate GS-14 Commercial Electric Government Aggregation Program — Frequently Asked Questions**

### **What is government aggregation?**

Under government 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 licensed electric generation supplier on my behalf?**

In November 2000, residents voted to allow your community to contract for an electric generation supplier on their behalf.

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

You have been identified as belonging to General Service Rate 14. As such, you are entitled to receive a fixed price of 4.546 cents (\$0.04546/kWH) per kilowatt-hour. You should look at your price to compare on your current bill. If your price to compare is higher than the fixed price offered, you will save money in the program.

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

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

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

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

Unless you are a current customer of FirstEnergy Solutions, Toledo Edison will also 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 government aggregation program, you don't need to take any action when this letter arrives.

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

Yes, but you could be subject to the cancellation/termination charges as stated in your contract with FirstEnergy Solutions. However, you will be sent a notice every two years asking if you wish to remain in the program. At that point, you may opt out at no cost.

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

You can stay with your current electric utility, which will continue to supply your electricity as it always has. Or, you can shop for a new electric supplier. A list of suppliers certified by the Public Utilities Commission of Ohio and their current prices is available by calling the Ohio Electric Choice answer center at 1-888-632-1314 or by visiting [www.ohioelectricchoice.com](http://www.ohioelectricchoice.com).

### **May I get back into the electric government aggregation program after I have opted out?**

Yes, by calling FirstEnergy Solutions toll-free at 1-866-636-3749, Monday through Friday, 8 a.m. to 5 p.m.

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

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

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

FirstEnergy Solutions Corp., a subsidiary of FirstEnergy Corp., is a leading supplier of electricity, natural gas, energy and facility management solutions.

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

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

**Can I join the electric government aggregation program if I am already under contract with an electricity supplier other than FirstEnergy Solutions?**

Many electric suppliers will charge a penalty for breaking your contract before it expires. You should opt out of your community's electric government aggregation program to maintain your contract with your current electric supplier. Contact your current electric supplier for more information.

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

Toledo Edison will be responsible for the transmission and distribution of power to your home or business. Since your local electric utility still owns the wires and poles that delivers power to you, it will continue to read your meter and restore power after an outage.

**Does FirstEnergy Solutions charge any fees?**

Late charges may apply for past due balances.

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

In this program, the price you pay for electric generation from FirstEnergy Solutions is fixed at 4.546 cents per kilowatt hour.

**What will my electric bill look like under the electric government aggregation program?**

There are three parts to your electrical power system: transmission, distribution and generation. Your energy bill will look different under deregulation because the rates you pay after joining the electric government aggregation program will be unbundled, or split into separate charges on the bill.

Your bill from your local electric company will include these charges:

- A generation charge to buy power from your electricity supplier
- A transmission charge from your local electricity company to bring the power from the energy supplier to your area
- A distribution charge from your local electric company to deliver electricity to your home or business
- A market transition charge that enables your local electric company to recover the costs of changing to a competitive industry



OH  
Rev.2govagg 05/02

## FIRSTENERGY SOLUTIONS CORP.

### Government Aggregation Special Business, Restricted Load Service Contract

These terms and conditions together with the enrollment information constitutes the agreement for electric generation service, between FirstEnergy Solutions Corp., and the Customer, who chose to remain in the community aggregation program by not "opting out" or exercising the right of rescission ("Contract.") **This Contract is valid for customers with a peak usage ranging from 1kW to 299kW. This Contract will become null and void for any individual Customer account with usage above 299kW.**

Customer is responsible for verifying that choosing an alternative generation supplier does not adversely affect their overall bill. Customers who utilize the off-peak demand forgiveness, EDR, SAED, and other riders as well as customers who are currently under a special contract or non-shoppable rate may pay increased rates by switching.

#### BACKGROUND

We, at FirstEnergy Solutions Corp. ("FES"), are certified by the Public Utilities Commission of Ohio ("PUCO") to offer and supply electric generation services in Ohio. We set the generation prices and charges that Customer pays. The PUCO regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

#### RIGHT OF RESCISSION

**Customer may cancel the enrollment within seven (7) calendar days following the postmark date of the confirmation notice from the Electric Distribution Utility ("EDU") by calling the EDU or by written notice to the EDU, which is effective as of the postmark date.**

#### DEFINITIONS

Generation Service – The production of electricity.

Distribution Service – Physical Delivery of electricity to Customers by the EDU.

Delivery Point – That point on the electric system at which the EDU's tariff provides for the receipt and final delivery of the electricity to the Customer.

#### TERMS OF SERVICE

##### 1. Basic Service Prices

Customer will be billed on a monthly basis at the price specified in the opt-out notification. The Customer's price will vary based on the generation shopping credit, which may change monthly according to the EDU. In addition to the foregoing, Customer may be charged a \$5 switch fee per account.

##### 2. Length of Contract

Customer will receive service beginning on the meter read date as authorized by the EDU and will continue for the Term provided in the opt-out notification or as indicated on the Customer Consent Form or the Enrollment Letter.

##### 3. Special Terms and Conditions

Customer will be billed for our charges and the electric distribution charges on a combined monthly bill from the EDU.

All applicable taxes shall be listed separately on the monthly bill statement in accordance with State and Local tax law. Each account shall be billed as 0% exempt from such taxes until valid Ohio Sales and Use Tax Exemption Certificate has been received by FES.

##### 4. Penalties, Fees and Exceptions

If the Customer does not pay the full amount that is owed FES by the due date of the bill Customer will be charged interest of 1.5% per month.

##### 5. Cancellation Provisions

**Customer may cancel this Contract if Customer moves by providing us with a 30 day written notice.**

**If Customer account information provided to FES by Customer is incorrect, FES reserves the right to reprice the applicable account(s) or terminate the Contract. If Customer does not pay the bill by the due date, and there is an outstanding and undisputed balance owed to FES for a period in excess of 30 days past the due date, we may cancel this Contract after giving Customer 14 days written notice. Customer will still be responsible to pay FES for any electricity used before this Contract is canceled, as well as all interest on past due amounts.**

##### 6. Assignment

Upon successful credit review, and upon agreement by FES, with said permission not being unreasonably withheld, this Contract may be assigned or otherwise transferred by the Customer to another, including any successor in interest. FES may assign its rights and obligations to another, including any successor in interest, in accordance with the rules and regulations of the PUCO and with the agreement of your community, without the written consent of the customer.

OH  
Rev.2govagg 05/02

**7. Dispute Procedures**

Contact us with any questions concerning our terms of service. Customer may call the PUCO if Customer is not satisfied after discussing the terms with us.

**8. Contact Information**

**FirstEnergy Solutions Corp. The Public Utilities Commission of Ohio (PUCO)**

395 Ghent Road #114 180 E. Broad St.

Akron, Ohio 44333 Columbus, OH 43215-3793

1-888-254-6359 (toll-free) 1-800-686-PUCO (7826) (toll-free)

M-F 7AM-7PM EST 614-466-3292

www.firstenergysolutions.com

**9. Force Majeure (Uncontrollable Forces)**

Neither Customer nor FES will be obligated to uphold this contract if either party is unable to meet its obligations due to uncontrollable forces. The term "uncontrollable forces" shall mean any cause beyond reasonable control of the Party affected, despite exercising due diligence. "Uncontrollable forces" shall include, but not be limited to the failure of facilities, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance, labor dispute, sabotage, statutory or regulatory changes with material adverse effects, restraint by Court order or public authority or inability to obtain necessary licenses or permits. Any Party which is unable to fulfill any obligations by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch. Economic hardship of either Party shall not constitute a Force Majeure under this Contract.

**10. Creditworthiness**

Upon request, Customer will provide FES with information reasonably requested by FES to complete a credit review. Service shall be contingent upon satisfactory review of Customer credit by FES, which shall have sole discretion for determination of Customer's creditworthiness.

**11. Liability**

FES assumes no liability for the operation, maintenance, or performance of any transmission or distribution systems used to supply Customer.

**12. 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.

**13. Default**

If Customer should breach this Contract by failing to purchase electricity from FES during the term of the Contract, Customer shall pay FES all costs and penalties, including but not limited to any generation reserved on behalf of the Customer, as well as any profits arising from the Contract. In the event that FES fails to deliver electricity to the Delivery Point, the Customer's sole and exclusive remedy shall be direct damages in the amount of the positive difference, if any between the price (\$/kWh) set forth herein and the purchase price (\$/kWh) paid by Customer for replacement electricity (assuming that Customer has used commercially reasonable efforts to replace the electricity) multiplied by the amount of undelivered electricity (kWh).

**14. Miscellaneous**

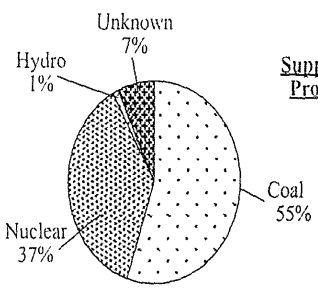
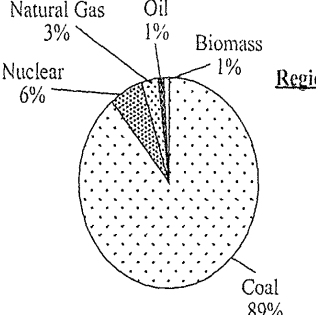
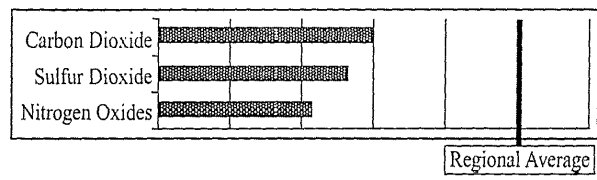
An Environmental Disclosure Statement has been included with this Contract. The EDU may charge the Customer switching fees. Customer has the right to request, from FES, up to 24 months of Customer's payment history without charge.

**15. Entire Contract**

This Contract, constitutes the entire agreement between FES and the Customer.

**16. Customer Consent**

By choosing not to "Opt-out" of your community's program, you understand and agree to the terms and conditions of this Contract with FES. This Contract shall be considered executed by FES following the end of the 21 day opt-out period and the 7 day rescission period if you do not opt-out or, and subsequent acceptance by your EDU. By accepting this Contract, Customer is authorizing the EDU to provide FES with information about Customer account(s). This information includes, but is not limited to, billing history, historical and future usage, meter readings and types of service.

Environmental Disclosure Information																						
FirstEnergy Solutions Corp.																						
Projected Data for the 2003 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.	 <p><b>Supplier's Product</b></p>	 <p><b>Regional</b></p>																				
<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
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																					
<b>Air Emissions -</b>  A comparison between the air emissions related to this product and the regional average air emissions.	 <p><b>Regional Average</b></p>																					
<b>Radioactive Waste -</b>  Radioactive waste associated with the product.	<table><tr><th>Type:</th><th>Quantity:</th><th></th></tr><tr><td>High-Level Radioactive Waste</td><td>0.0031</td><td>Lbs./1,000 kWh</td></tr><tr><td>Low-Level Radioactive Waste</td><td>0.0001</td><td>Ft<sup>3</sup>/1,000 kWh</td></tr></table> <p>Note: The generation of this product involves the use of 7% of Unknown Purchased Resources. The air emissions and radioactive waste associated with these unknown resources are not included in these charts.</p>		Type:	Quantity:		High-Level Radioactive Waste	0.0031	Lbs./1,000 kWh	Low-Level Radioactive Waste	0.0001	Ft <sup>3</sup> /1,000 kWh											
Type:	Quantity:																					
High-Level Radioactive Waste	0.0031	Lbs./1,000 kWh																				
Low-Level Radioactive Waste	0.0001	Ft <sup>3</sup> /1,000 kWh																				

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