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January 29, 2007

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

RE: Case # 00-1926-EL-GAG – City of Parma Opt-out Notice

Dear Ms. Jenkins:

Please find enclosed an original and ten copies of the renewal Opt-out notifications for the City of Parma Commercial program. This will be mailed on or after February 9, 2007 with an opt-out deadline of March 2, 2007. The E-Group is filing this notification on their behalf.

Should there be any questions and/or additional information needs, please contact: Tom Siudak, Energy Advisor, The E-Group, 330-315-3613 or through e-mail at tsiudak@e-grp.com

Thank You,

Tom Siudak
The E Group
395 Ghent Rd
Akron, OH 44333
(330) 315-3613 Phone
(330) 777-6493 Fax

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 AB Date Processed 1/30/07

FILE

February 9, 2007

Dear City of Parma Small Business Owner,

The City of Parma is providing you the opportunity to join with other businesses to save money on the electricity you use. Savings are possible through a concept called government aggregation, where City officials bring together citizens to gain group buying power for the purchase of electricity from a retail electric generation provider certified by the Public Utilities Commission of Ohio. Parma's voters approved this program in March 2000.

There is no cost for enrollment and you will not be charged a switching fee. You do not need to do anything to participate. The City researched options for competitive electricity pricing for you. We have chosen FirstEnergy Solutions Corp., a subsidiary of FirstEnergy Corp., to provide you with electric generation – or the competitive portion of your electric bill through December 2008.

As a member of this program, you are guaranteed to save 3 percent on your electric supply. This percentage discount will be taken off your "generation shopping credit," which will appear on your electric bill after you have been enrolled in the City's government aggregation program. The generation shopping credit — which varies each month depending on your usage — represents the amount credited to you if you switch to an alternative supplier, such as FirstEnergy Solutions.

To estimate what your savings per kilowatt-hour will be by joining this program, locate your price to compare on your electric bill. The price to compare will help determine the money you'll save by switching to another energy supplier. Multiply your price to compare by .97 (97%). Then take that result and subtract it from your price to compare that appears on your bill to estimate how much you'll save each month on electric supply.

You'll see your electric savings from FirstEnergy Solutions after your enrollment has been completed and your switch has been finalized. Of course, you are not obligated to participate in City of Parma's electric government aggregation program. You have until **March 2, 2007** to return the attached "opt-out" form if you wish to be excluded from the City's electric government aggregation program and remain a full-service customer of The Illuminating Company (CEI). If you don't opt out at this time, you will receive a notice at least every two years asking if you wish to remain in the program. If you leave the program at any other time, you could be subject to a \$25 cancellation fee from FirstEnergy Solutions. If you switch back to CEI at a later date, you may not be served under the same rates, terms and conditions that apply to other customers served by CEI.

WARNING: IF YOU ARE ALREADY IN CONTRACT WITH A COMPETITIVE RETAIL ELECTRIC SERVICE PROVIDER, OTHER THAN FIRSTENERGY SOLUTIONS, PARMA'S CURRENT AGGREGATION SUPPLIER, YOU MAY INCUR A CONTRACT TERMINATION FEE OR OTHER CHARGES IF YOU FAIL TO OPT-OUT OF THE AGGREGATION PROGRAM.

After you become a participant in this government aggregation program, CEI will send you a letter confirming your selection of FirstEnergy Solutions as your electric generation provider. As required by law, this letter will inform you of your option to cancel your contract with FirstEnergy Solutions within seven days of its postmark. To remain in the City's government aggregation program, you don't need to take any action when this letter arrives.

In Ohio's electric environment, your local electric utility – CEI – will continue to maintain the system that transmits and delivers power to your business. 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. The only thing you'll notice is savings.

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

Sincerely,

Eileen M. Mikkelsen
Director, The E Group

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

OPT-OUT FORM – CITY OF PARMA RESIDENTIAL ELECTRIC GOVERNMENT AGGREGATION PROGRAM **BUSINESS**

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

I wish to opt out of the City of Parma Electric Government Aggregation Program. ☐ (Check box to opt out.)

Service address (City, state and zip): _____

Phone number: _____

Account holder's signature: _____ Date: _____

Mail by March 2, 2007 to: City of Parma Electric Government Aggregation Program, 396 Ghent Road, Suite 413, Akron, Ohio 44333

Parma Electric Aggregation Program — Frequently Asked Questions

What is aggregation?

Under governmental aggregation, City 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 Parma able to choose a licensed electric generation supplier on my behalf?

In March 2000, Parma' residents voted to allow the City to contract for an electric generation supplier on their behalf.

How will I know if I can save money under the City's electric government aggregation program?

When you join the City'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 in the City's government aggregation program.

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 City's aggregation program, you will receive a **3 percent discount on your electric supply through December 2008**. In other words, each month, you'll pay that percent less for electric supply than if you had not joined the City's government aggregation program.

What does "opt out" mean?

"Opt out" means that you can decide not participate in Parma' electric 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, Parma' 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 Parma' electric aggregation program and will begin receiving competitively priced electricity from FirstEnergy Solutions.

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 the enclosed Terms and Conditions from FirstEnergy Solutions. However, you will be sent a notice at the end of the term 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.

May I get back into the City's electric aggregation program after I have opted-out?

Unfortunately, you will have to wait until the next enrollment period.

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 is an unregulated energy subsidiary of FirstEnergy Corp. FirstEnergy Solutions 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 City's electric 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. To maintain your contract with your current electric supplier, you should opt out of Parma's electric aggregation program. See your current electric supplier for more information.

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

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

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 will vary each month depending on your usage and the amount of your generation shopping credit. However with FirstEnergy Solutions you'll save the fixed percent off the competitive portion of your electric bill detailed above regardless of how much electricity you use, or when you use it.

What will my electric bill look like under the City's electric 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 City's electric 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 electricity supplier 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

What if I have a special rate with my local electric company?

You will want to determine if switching to FirstEnergy Solutions will adversely affect your overall bill. If you utilize the off-peak demand forgiveness, EDR, SAED, or other riders, or are currently under a special contract or non-shoppable rate, you may pay increased rates by switching. If you have any questions, you may want to call your local utility company.

February 9, 2007

Dear City of Parma Small Business Owner,

For the past two years, you have been a participant in the City of Parma electric aggregation program. Savings were possible through a concept called government aggregation, where City officials bring together citizens to gain group buying power for the purchase of electricity from a retail electric generation provider certified by the Public Utilities Commission of Ohio. Parma's voters approved this program in March 2000.

Unfortunately, there is a new law which became effective July 1, 2006 limiting commercial and business participation in opt-out government aggregation programs. Your account is one that has been excluded by the new law either because your usage exceeded 700,000 kWh annually or is a part of a national account with facilities in one or more states.

If you wish to remain a part of Parma's program, you must complete and return the opt-in form below by March 2, 2007. We have again chosen FirstEnergy Solutions Corp., an unregulated subsidiary of FirstEnergy Corp., to provide you with electric generation – or the competitive portion of your electric bill – through December 2008. Included with this letter are the terms and conditions regarding your agreement with FES should you decide to remain in the program.

Should you elect to continue in the program, you are guaranteed to save **3 percent** on your electric supply through December 2008. This percentage discount will be taken off your "generation shopping credit," which will appear on your electric bill after you have been enrolled in the City's government aggregation program. The generation shopping credit — which varies each month depending on your usage — represents the amount credited to you if you switch to an alternative supplier, such as FirstEnergy Solutions.

To estimate what your savings per kilowatt-hour will be by joining this program, locate your price to compare on your electric bill. The price to compare will help determine the money you'll save by switching to another energy supplier. Multiply your price to compare by .97 (97%). Then take that result and subtract it from your price to compare that appears on your bill to estimate how much you'll save each month on electric supply.

You will continue to see your electric savings from FirstEnergy Solutions after your paperwork has been completed and your opt-in has been finalized. Of course, you are not obligated to participate in Parma's electric government aggregation program. **You have until March 2, 2007 to return the enclosed "opt-in" form if you wish to remain in the City's electric government aggregation program. If you decide not to opt-in, your account will be returned to The Illuminating Company as a full-service customer.** If you switch back to The Illuminating Company at a later date, you may not be served under the same rates, terms and conditions that apply to other customers served by The Illuminating Company.

In Ohio's deregulated electric environment, your local electric utility – The Illuminating Company – 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 Solution charges included. The only thing you'll notice is savings.

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. Please do not call the City of Parma with any aggregation program inquiries.

Sincerely,

Eileen Mikkelsen
Director, The E Group

P.S. Remember to return the opt-in form if you want to continue your participation in the City's electric government aggregation program.

OPT-IN FORM

By returning this signed form, you will be included with other businesses in the City of Parma Electric Government Aggregation Program.

☐ I wish to opt in to the City of Parma Electric Government Aggregation Program.

(Check box to opt in)

The Illuminating Company account holder name (please print clearly): _____

Service address (city, state and zip): _____

Phone number: _____ I have read and accept the enclosed Terms and Conditions ☐ (please check)

Account holder's signature: _____ Date: _____

Mail by March 2, 2007 to: City of Parma Electric Government Aggregation Program, 395 Ghent Road, Suite 413, Akron, Ohio 44333

February 9, 2007

Dear City of Parma Small Business Owner,

The City of Parma is offering your business the opportunity to join the electric aggregation program. Savings are possible through a concept called government aggregation, where City officials bring together citizens to gain group buying power for the purchase of electricity from a retail electric generation provider certified by the Public Utilities Commission of Ohio. Parma's voters approved this program in March 2000.

If you wish to join Parma's program, you must complete and return the opt-in form below by March 2, 2007. We have chosen FirstEnergy Solutions Corp., an unregulated subsidiary of FirstEnergy Corp., to provide you with electric generation – or the competitive portion of your electric bill – through December 2008. Included with this letter are the terms and conditions regarding your agreement with FES should you decide to join in the program.

Should you elect to enroll in the program, you are guaranteed to save **3 percent** on your electric supply for the next two years. This percentage discount will be taken off your "generation shopping credit," which will appear on your electric bill after you have been enrolled in the City's government aggregation program. The generation shopping credit — which varies each month depending on your usage — represents the amount credited to you if you switch to an alternative supplier, such as FirstEnergy Solutions.

To estimate what your savings per kilowatt-hour will be by joining this program, locate your price to compare on your electric bill. The price to compare will help determine the money you'll save by switching to another energy supplier. Multiply your price to compare by .97 (97%). Then take that result and subtract it from your price to compare that appears on your bill to estimate how much you'll save each month on electric supply.

You will begin to see your electric savings from FirstEnergy Solutions after your paperwork has been completed and your opt-in has been finalized. Of course, you are not obligated to participate in Parma's electric government aggregation program. **You have until March 2, 2007 to return the enclosed "opt-in" form if you wish to join in the City's electric government aggregation program.** If you switch back to The Illuminating Company at a later date, you may not be served under the same rates, terms and conditions that apply to other customers served by The Illuminating Company.

After you become a participant in this government aggregation program, The Illuminating Company will send you a letter confirming your selection of FirstEnergy Solutions as your electric generation provider. As required by law, this letter will inform you of your option to cancel your contract with FirstEnergy Solutions within seven days of its postmark. To remain in the City's government aggregation program, you don't need to take any action when this letter arrives.

In Ohio's deregulated electric environment, your local electric utility – The Illuminating Company – 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 Solution charges included. The only thing you'll notice is savings.

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. Please do not call the City of Parma with any aggregation program inquiries.

Sincerely,

Eileen Mikkelsen
Director, The E Group

P.S. Remember to return the opt-in form if you want to continue your participation in the City's electric government aggregation program.

OPT-IN FORM

By returning this signed form, you will be included with other businesses in the City of Parma Electric Government Aggregation Program.

☐ **I wish to opt in to the City of Parma Electric Government Aggregation Program.**

(Check box to opt in)

The Illuminating Company account holder name (please print clearly): _____

Service address (city, state and zip): _____

Phone number: _____ I have read and accept the enclosed Terms and Conditions ☐ (please check)

Account holder's signature: _____ Date: _____

Mail by March 2, 2007 to: City of Parma Electric Government Aggregation Program, 395 Ghent Road, Suite 413, Akron, Ohio 44333

February 9, 2007

Dear Parma Small Business Owner,

For the past two years, The City of Parma has provided you with the opportunity to join with other Parma businesses to save money on the electricity you use. Savings are possible through a concept called government aggregation, where City officials bring together citizens to gain group-buying power for the purchase of electricity from a retail electric generation provider certified by the Public Utilities Commission of Ohio. Parma voters approved this program in March 2000.

You currently have the opportunity to continue to receive savings with FirstEnergy Solutions. There is no cost for enrollment. We have again chosen FirstEnergy Solutions Corp., an unregulated energy services subsidiary of FirstEnergy Corp., to provide you with electric generation – or the competitive portion of your electric bill – through December 2008. The City is required to send you this notification at least every two years.

As a commercial member of this program, you are guaranteed to save **3 percent** on your electric supply through December 2008. This percentage discount will be taken off your "generation shopping credit," which will appear on your electric bill after you have been enrolled in the City's government aggregation program. The generation shopping credit — which varies each month depending on your usage — represents the amount credited to you if you switch to an alternative supplier, such as FirstEnergy Solutions.

To estimate what your savings per kilowatt-hour will be by joining this program, locate your price to compare on your electric bill. The price to compare will help determine the money you'll save by switching to another energy supplier. Multiply your price to compare by .97 (97%) then take that result and subtract it from your price to compare that appears on your bill to estimate how much you'll save each month on electric supply.

WARNING: IF YOU ARE ALREADY IN A CONTRACT WITH A COMPETITIVE RETAIL ELECTRIC SERVICE PROVIDER OTHER THAN FIRSTENERGY SOLUTIONS YOU MAY INCUR A CONTRACT TERMINATION FEE OR OTHER CHARGES IF YOU FAIL TO OPT-OUT OF THE AGGREGATION PROGRAM.

You'll see your electric savings from FirstEnergy Solutions following the first meter read after your paperwork has been completed and your switch has been finalized. Of course, you are not obligated to participate in Parma's electric government aggregation program. You have until **March 2, 2007** to return the enclosed "opt-out" form if you wish to be excluded from the City's electric government aggregation program and remain a full-service customer of Cleveland Electric Illuminating Company. If you don't opt out at this time, you will receive a notice at least every two years asking if you wish to remain in the program. If you wish to opt out of the program at a later date you could be subject to the cancellation/termination charges as stated in the enclosed terms and conditions. If you switch back to Cleveland Electric Illuminating Company at a later date, you may not be served under the same rates, terms and conditions that apply to other customers served by Cleveland Electric Illuminating Company.

In Ohio's deregulated electric environment, your local electric utility – Cleveland Electric Illuminating Company – will continue to maintain the system that transmits and delivers power to your business. 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 Solution charges included. The only thing you'll notice is savings.

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. Please do not call the City of Parma with any aggregation program inquiries.

Sincerely,

Eileen Mikkelsen
Director, The E Group

P.S. Remember to return the opt-out form by March 2, 2007 only if you do not want to participate in the City's electric government aggregation program.

OPT-OUT FORM – CITY OF PARMA ELECTRIC GOVERNMENT AGGREGATION PROGRAM

BUSINESS

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

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

☐

(Check box to opt out)

Cleveland Electric Illuminating Company account holder name (please print clearly):

Service address (city, state and zip):

Phone number:

Account holder's signature:

Date:

Mail by March 2, 2007 to: City of Parma Electric Government Aggregation Program, 395 Ghent Road, Suite 413, Akron, Ohio 44333

FirstEnergy Solutions Corp.
Government Aggregation Residential and Small Commercial Electric Generation
Terms & Conditions

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"). **For commercial customers, this Contract is valid for customers with a peak demand ranging from 1 kW to 299 kW. This Contract will become null and void for any individual commercial customer account with peak demand above 299 kW.**

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 the Customer pays. The PUCO regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

RIGHT OF RESCISSION – If Customer does not opt out and becomes a participant in the community program, the Customer's EDU will send a confirmation notice of the transfer of service. Customer may cancel this Contract 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 on the postmark date. If Customer cancels, the EDU will give Customer a cancellation number. The Right of Rescission only applies when Customer switches suppliers. It does not apply when Customer renews a Contract. The EDU will not send a confirmation notice for Contract renewals.

DEFINITIONS

Generation Service – 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 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.

For 2005, Customer will be billed at the percentage off or the price specified in the opt-out notification. The customer's price per kwh will vary based on the generation shopping credit, which may change monthly as calculated by the EDU based on Customer's usage and usage pattern. In addition to the charge for generation services, Customer will be charged by the EDU for distribution, transmission, ancillary and various other charges.

For the period 2006 through 2008, the generation pricing under this Agreement will be calculated as the specified percentage off the sum of the generation charge ("g") and 100% of the Rate Stabilization Charge ("RSC") ("Generation Charge"), both as set forth in the Electric Utility's applicable tariff, provided however in no event may the Generation Charge exceed the 2005 shopping credit level specified in PUCO Case No. 99-1212-EL-ETP et al., plus the potential addition of future fuel and tax related charges, as permitted by the Public Utilities Commission of Ohio ("PUCO") in Case No. 03-2144-EL-ATA et al. ("Rate Stabilization Plan"), as may be subsequently approved by the PUCO. Supplier reserves the right to unilaterally modify this billing format in the event the Electric Utility reduces the level of the generation charge ("g") and/or the RSC below the level approved in the Rate Stabilization Plan, or in the event the Electric Utility is unable or unwilling to provide consolidated billing in this format.

In addition to the Generation Charge described above, Supplier will charge Customer for any and all fees, costs, and obligations imposed by a Regional Transmission Organization ("RTO"), such as the Midwest ISO, that are not otherwise reimbursed by the Electric Utility to Supplier, regardless of whether such charges are greater than, less than, or equal to the charges Customer currently pays for these services to the Electric Utility ("Midwest ISO/Transmission and Ancillary Charges"). Supplier will pass these Midwest ISO/Transmission and Ancillary Charges, which may be variable, through to the Customer and Customer will receive no discount or percent-off of these Midwest ISO/Transmission and Ancillary Charges.

The Customer's price will vary based on the generation shopping credit, which may change monthly according to the EDU. For fixed and variable rate offers, Customer will incur additional service and delivery charges from the EDU.

If any regional transmission organization or similar entity, Electric Utility, governmental entity or agency, NERC and other industry reliability organization, or court requires a change to the terms of the Agreement, or imposes upon Supplier new or additional charges or requirements, or a change in the method or procedure for determining charges or requirements, relating to the Electricity Supply under this Agreement (any of the foregoing, a "Pass-Through Event"), Customer agrees that Supplier may pass through to Customer the additional cost to Supplier of such Pass-Through-Event, under the procedure specified in the paragraph below. For purposes of this paragraph, changes include, without limitation, transmission or capacity requirements new or modified charges or shopping credits, and other changes to retail electric customer access programs.

Supplier shall provide Customer with at least thirty (30) days advance written notice of a Pass-Through-Event and the amount of any additional charge related thereto. The amount of such charge will be included in Customer's monthly billing based on the first meter read after such thirty (30) day notice period.

2. **Length of Contract.** Service under this Contract, as a part of Customer's community's program, will begin with the next available meter reading after the processing of Customer request by the EDU and FES, as determined by the EDU, and will continue for the Term as specified in the opt-out notification, ending on the meter read for the last month of service.
3. **Billing.** The EDU will bill Customer monthly for both FES services and EDU services on a combined monthly bill. 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 the EDU. FES does not offer budget billing.
4. **Penalties, Fees and Exceptions.** If Customer does not pay the full amount that the Customer owes FES by the due date of the bill, Customer will be charged a 1.5% late payment charge per month.
5. **Cancellation/Termination Provisions.** If Customer does not pay bill by the due date, FES may cancel this Contract after giving Customer a minimum of fourteen (14) days written notice. Customer may be returned to EDU and forfeit the right to choose another CRES provider until arrearages are paid in full. Customer will remain responsible to pay FES for any electricity used before this Contract is cancelled, as well as all late payment charges on past due amounts. Customer may terminate this Contract, without penalty, if Customer moves out of the current EDU service territory or into an area where FES will charge a different price, by providing FES with a thirty (30) day written notice. **There will be a \$25 charge if Customer terminates this Contract for any other reason, except as expressly provided herein.**
6. **Contract Expiration.** Customer is responsible for arranging for its supply of electricity upon termination of this Agreement. If this Agreement is terminated prior to the end of 2008, if Customer has not selected another supplier, Customer will be returned to the Electric Utility and will be charged market price for its electric generation service from the Electric Utility as approved by the PUCO in Case No. 03-2144-EL-ATA.
7. **Service by EDU.** This Contract automatically terminates on the same date that electric service from the EDU is disconnected or discontinued. If this should occur, please contact FES to discuss Customer options.
8. **Dispute Procedures.** Contact FES with any questions concerning the 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. Customers may call the PUCO if they are not satisfied after discussing the terms with FES at 1-800-686-PUCO (7826) (toll-free) or 614-466-3292 or for TDD/TTY toll-free at 1-800-686-1570 or 1-614-466-8180 from 8:00 am to 5:00 pm weekdays or in writing at 180 E. Broad Street, Columbus, OH 43215-3793 or visit the PUCO website at www.PUCO.ohio.gov. Customers may also call the Ohio Consumers' Counsel (OCC) toll free at 1-877-742-5622 from 8:30 am to 5:30 pm weekdays or visit the OCC website at www.pickocc.org.
9. **Customer Consent.** By choosing not to opt-out of Customer's community's program Customer understands and agrees 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 Customer does not opt-out or, and subsequent acceptance by Customer's EDU.
10. **Miscellaneous.**

EDU may charge Customer switching fees.

Customer has the right to request from FES, twice within a 12 month period, up to 24 months of payment history, without charge. FES will not release Customer Social Security Number and/or account number(s) without Customer's written consent, except for purposes of commercial collection, credit reporting, participation in Universal Service Fund or assignment of a customer to another CRES provider.

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.

By accepting this Contract, Customer is authorizing the EDU to provide FES with information about Customer 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, Customer should contact the 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 contract.

11. **Warranty.** FES warrants title and the right to all electricity sold hereunder. THE WARRANTIES SET FORTH IN THIS PARAGRAPH ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

Environmental Disclosure Information																								
FirstEnergy Solutions Corp.																								
Projected Data for the 2006 Calendar Year																								
<p>Generation Resource Mix -</p> <p>A comparison between the sources of generation used to produce this product and the historic regional average supply mix.</p>	<p>Supplier's Product</p> <table border="1"><caption>Supplier's Product Generation Mix</caption><thead><tr><th>Source</th><th>Percentage</th></tr></thead><tbody><tr><td>Coal</td><td>69%</td></tr><tr><td>Nuclear</td><td>24%</td></tr><tr><td>Unknown</td><td>6%</td></tr><tr><td>Hydro</td><td>1%</td></tr></tbody></table>	Source	Percentage	Coal	69%	Nuclear	24%	Unknown	6%	Hydro	1%	<p>Regional</p> <table border="1"><caption>Regional Generation Mix</caption><thead><tr><th>Source</th><th>Percentage</th></tr></thead><tbody><tr><td>Coal</td><td>87%</td></tr><tr><td>Nuclear</td><td>8%</td></tr><tr><td>Natural Gas</td><td>3%</td></tr><tr><td>Oil</td><td>1%</td></tr><tr><td>Biomass</td><td>1%</td></tr></tbody></table>	Source	Percentage	Coal	87%	Nuclear	8%	Natural Gas	3%	Oil	1%	Biomass	1%
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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 (click on "More FirstEnergy" at the bottom of the home page) or by phone at 1-877-524-7283.