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1111 Schrock Road, Suite 100 - Columbus, Ohio 43229  
Phone: 614-540-1111 Fax: 614-540-1113

June 16, 2010

Mrs. Betty McCauley  
Acting Secretary  
The Public Utilities Commission of Ohio  
180 East Broad Street  
Columbus, OH 43266-0573

Re: *In the Matter of the Application of the  
City of Rittman, for  
Certification as a Governmental Aggregator  
Case No. 04-1006-EL-GAG*

Dear Mrs. McCauley:

As the aggregation program manager for the City of Rittman, please find enclosed the City's completed Certificate Application for Governmental Aggregators. We have enclosed an original application, notarized and signed by an authorized official and ten conformed copies, including all exhibits, and other attachments.

Should you have any questions or need additional information, please contact me at 614-540-1111 or via email at [tleach@amppartners.org](mailto:tleach@amppartners.org).

Respectfully submitted,

A handwritten signature in cursive script that reads 'Terry Leach'.

Terry Leach  
AMPO, Inc. General Manager and  
Vice President Risk Management

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 DL Date Processed 6-17-2010

**RITTMAN**

A Small Town  
with a  
Big Heart

**Larry Boggs**  
City Manager

## The City of Rittman Offices

30 North Main Street  
Rittman, Ohio 44270  
330-925-2045  
www.rittman.com  
lboggs@rittman.com

February 25, 2010

Mrs. Betty McCauley  
Acting Secretary  
The Public Utilities Commission of Ohio  
180 East Broad Street  
13<sup>th</sup> Floor  
Columbus, OH 43266-0573

Re: *In the Matter of the Application of the  
City of Rittman, for  
Certification as a Governmental Aggregator  
Case No. 04-1006-EL-GAG*

Dear Mrs. McCauley:

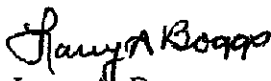
Enclosed please find the City of Rittman's completed **CERTIFICATION APPLICATION FOR GOVERNMENTAL AGGREGATORS**. We have enclosed an original application, notarized and signed by an authorized official and ten conformed copies, including all exhibits, and other attachments.

The material provided includes the following:

- 1) Authorizing ordinance reflecting voter authorization;
- 2) Plan of Operation and Governance;
- 3) Copy of Automatic Aggregation Disclosures;
- 4) Copy of Opt-out Notification;
- 5) Experience statement

Should you have any questions or need additional information, please contact our aggregation program manager, Terry Leach of AMPO, Inc., at [tleach@amppartners.org](mailto:tleach@amppartners.org).

Respectfully submitted,

  
Larry A. Boggs  
City Manager



*The Public Utilities Commission of Ohio*

Original GAG Case Number	Version
04 - 1006 - EL - GAG	August 2004

## RENEWAL APPLICATION FOR GOVERNMENTAL AGGREGATORS

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

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

### A. RENEWAL INFORMATION

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

Legal Name City of Rittman  
Address 30 North Main Street, Rittman, OH 44270  
PUCO Certificate # and Date Certified 04-117(3) July 24, 2008  
Telephone # (330) 925-2045 Web site address (if any) www.rittman.com

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

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

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

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

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

Name Larry A. Boggs  
Title City Manager  
Business address 30 North Main Street, Rittman, OH 44270  
Telephone # (330) 925-2045 Fax # (330) 925-2066  
E-mail address (if any) jwelthofer@mvcc.net

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

Name Larry A. Boggs  
Title City Manager  
Business address 30 North Main Street, Rittman, OH 44270  
Telephone # (330) 925-2045 Fax # (330) 925-2066  
E-mail address (if any) lboggs@rittman.com

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

Customer Service address 30 North Main Street, Rittman, OH 44270  
Toll-free Telephone # (330) 925-2045 Fax # (330) 925-2066  
E-mail address (if any) lboggs@rittman.com



\_\_\_\_\_, Larry A. Boggs, City Manager  
Signature of Applicant & Title

Sworn and subscribed before me this 25<sup>th</sup> day of Feb., 2010  
Month Year

  
Signature of official administering oath

, notary

Print Name and Title

Barbara J. Brooks  
Notary Public  
State of Ohio

My commission expires on \_\_\_\_\_

My Commission Expires  
April 22, 2012

# **AFFIDAVIT**

State of Ohio :

City of Rittman ss.  
(Town)

County of Wayne :

Larry A. Boggs, Affiant, being duly sworn/affirmed according to law, deposes and says that:

He/She is the City Manager (Office of Affiant) of City of Rittman (Name of Applicant);

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

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

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

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

Larry A. Boggs  
Signature of Affiant & Title

Larry A. Boggs, City Manager

Sworn and subscribed before me this 25<sup>th</sup> day of Feb, 2010  
Month Year

Barbara J. Brooks  
Signature of official administering oath

Barbara Brooks, notary  
Print Name and Title

My commission expires on \_\_\_\_\_  
Barbara J. Brooks  
Notary Public  
State of Ohio  
My Commission Expires  
April 22, 2012

**EXHIBIT A-2**

**AUTHORIZING ORDINANCE**

# RECORD OF ORDINANCES

Davies Legal Blank, Inc.

Form No. 4041

Ordinance No. 7228

Passed August 14 2003

ORDINANCE NO. 7228

AN ORDINANCE OF THE COUNCIL OF THE CITY OF RITTMAN, WAYNE AND MEDINA COUNTIES, OHIO, TO FACILITATE COMPETITIVE RETAIL ELECTRIC SERVICE TO PROMOTE ELECTRICAL SAVINGS, LOWER COST ELECTRICITY SUPPLIES AND OTHER BENEFITS FOR CERTAIN ELECTRICITY CONSUMERS, AUTHORIZING ALL ACTIONS NECESSARY TO EFFECT AN OPT-OUT ELECTRIC AGGREGATION PROGRAM PURSUANT TO SECTION 4928.20 OF THE OHIO REVISED CODE AND ARTICLE XVIII SECTION 4 OF THE OHIO CONSTITUTION; DIRECTING THE WAYNE COUNTY BOARD OF ELECTIONS TO SUBMIT A BALLOT QUESTION TO THE ELECTORS; AUTHORIZING AN AGREEMENT WITH AMERICAN MUNICIPAL POWER-OHIO ("AMP-OHIO") FOR SUCH PURPOSES; AND DECLARING AN EMERGENCY.

WHEREAS, Article XVIII Section 4 of the Ohio Constitution grants the City of Rittman (the "Municipality") certain authority related to utility service; and

WHEREAS, pursuant to Chapter 4928 of the Ohio Revised Code, to facilitate competitive retail electric service to promote electricity savings, lower cost electric supplies, and other benefits, certain governmental entities may aggregate certain electricity consumers within their jurisdiction; and

WHEREAS, pursuant to Section 4928.20, Revised Code, the Municipality is authorized to act as an aggregator by establishing an automatic opt-out governmental aggregation program for the provision of competitive retail electric service ("Electric Aggregation") for the benefit of certain electricity consumers within the Municipality so that the consumers may realize lower cost electricity supplies and other benefits from the aggregation and collective purchasing of electric supplies; and

WHEREAS, Electric Aggregation provides an opportunity for electricity consumers collectively to realize electric savings, lower cost electricity supplies, and other benefits that the consumers may not otherwise be able to realize individually; and



# RECORD OF ORDINANCES

Davison Legal Blank, Inc.

Form No. 50047

Ordinance No. 7228

Passed August 14, 2003

WHEREAS, the Municipality desires to submit to the electors of the Municipality the question of whether the Municipality should create a Electric Aggregation program to facilitate competitive retail electric service to promote electricity savings, lower cost electric supplies, and other benefits in accordance with Section 4928.20, Revised Code; and

WHEREAS, this Ordinance constitutes an emergency measure providing for the immediate preservation of the public peace, property, health, or safety, in that opportunities to coordinate aggregation activities with certain suppliers may become limited; and

WHEREAS, the Municipality has adopted this Ordinance pursuant to the authority conferred by Article XVIII Section 4 of the Ohio Constitution and Section 492.20, Revised Code.

NOW, THEREFORE, be it ordained by the Council of the City of Rittman, Counties of Wayne and Medina and State of Ohio, three-fourths of all members elected thereto concurring:

## SECTION ONE.

This Council finds and determines that to facilitate competitive retail electric service to promote electric savings, lower cost electricity supplies, and other benefits, it is in the best interest of the Municipality and certain electricity consumers within the jurisdiction of the Municipality to establish an Electric Aggregation Program in the Municipality pursuant to Section 4926.20, Revised Code. Provided that this Ordinance and the Electric Aggregation program is approved by the electors of the Municipality in accordance with this Ordinance, the Municipality is hereby authorized to take all actions necessary to affect a Electric Aggregation program pursuant to Section 4928.20, Revised Code. The Municipality may exercise this authority jointly with other entities to the full extent permitted by law. Further, for such purposes, the Municipal Manager of the Municipality is hereby authorized to execute and deliver an agreement with American Municipal Power-Ohio ("AMP-Ohio") to assist the Municipality as its consultant and agent to effect the Electric Aggregation program. Actions necessary to effect the Electric Aggregation program include determining and entering into service agreement(s) with suppliers to facilitate the sale and purchase of all electricity.

# RECORD OF ORDINANCES

Dayton Legal Blank.

Dayton Legal Blank, Inc.

Form No. 20043

Ordinance No.

Ordinance No. 7228

Passed August 14, 2003

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competitive retail electric services, and retail electric generation to serve the enrolled consumers. The Municipality shall be authorized by the electors to be the only entity authorized to act for and on behalf of the enrolled electric consumers to determine and select the supplier(s) to supply the Electric Aggregation program and the enrolled consumers.

## SECTION TWO.

The Electric Aggregation program shall not apply to persons that are not eligible pursuant to Rules and/or Orders of the Public Utilities Commission of Ohio ("Commission") or not eligible pursuant to the adopted plan of operations and governance ("Plan") for the Electric Aggregation program.

## SECTION THREE.

The Board of Elections of Wayne County is hereby directed to submit the following questions to the electors of the Municipality at the General election on November 4, 2003:

To facilitate competitive retail electric service to promote electric savings, lower cost electricity supplies, and other benefits, shall the City of Rittman have the authority to aggregate retail electrical loads located in the City of Rittman and enter into service agreements for the sale and purchase of electricity and other services, such aggregation to occur automatically unless any person affirmatively elects not to be enrolled by a stated procedure?

FOR, the City of Rittman to facilitate competitive retail electric service to promote electricity savings and other benefits by acting as an aggregator.

NOT FOR, the City of Rittman to facilitate competitive retail electric service to promote electricity savings and other benefits by acting as an aggregator.

The Clerk of this council is instructed to file a certified copy of this Ordinance and the proposed form of the ballot question with the Wayne County Board of Elections not later than August 21, 2003 which is seventy-five (75) days prior to November 4, 2003. The Electric Aggregation program shall not take effect unless approved by a majority of the electors voting upon the proposed ballot question at the election held in accordance with this Ordinance and Sections 4928.20, Revised Code. Upon approval, the Electric Aggregation shall take effect at the earliest permissible point in time and continue thereafter in accordance with Section 4928.20, Revised Code, and other requirements of Chapter 4928, Revised Code.

# RECORD OF ORDINANCES

Dayton Legal Blank, Inc.

Form No. 6043

Ordinance No. 7228

Passed August 14, 2003

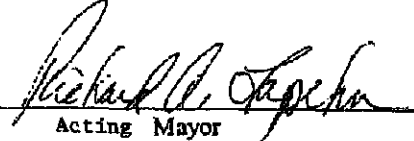
## SECTION SEVEN.

This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in those formal action were in compliance with the Law.

## SECTION EIGHT.

That this Ordinance is hereby declared to be an emergency measure, and provided it receives the affirmative vote of three-fourths of all members elected to Council, it shall take effect and be in force immediately and continuing thereafter upon its passage and approval by the approval by the Mayor; otherwise, it shall take effect and be in force from and continuing thereafter upon the earliest time allowed by law.

Passed: August 14, 2003

  
Acting Mayor

Attest:

  
Clerk of Council

EXHIBIT A-3

**OPERATION AND GOVERNANCE  
PLAN**

# RECORD OF ORDINANCES

Division of Legal Blank, Inc.

Form No. 30042

Ordinance No. 7258

Passed March 22, 2004

## ORDINANCE NO. 7258

**AN ORDINANCE OF THE COUNCIL OF THE CITY OF RITTMAN, WAYNE AND MEDINA COUNTIES, OHIO, TO APPROVE THE PLAN OF OPERATION AND GOVERNANCE FOR THE CITY OF RITTMAN'S ELECTRIC AGGREGATION PROGRAM DECLARING AN EMERGENCY.**

WHEREAS, Revised Code 4928.20 permits a municipality to aggregate customers within their jurisdiction in order to facilitate "customer choice" in electric power suppliers and to promote lower cost electric utility services within the City; and

WHEREAS, on November 4, 2003, the electors of the City approved of the City's plan to create an aggregation program for customers located within the boundaries of the City; and

WHEREAS, Revised Code 4928.20(C) requires a governmental entity interested in the automatic registration of customers under governmental aggregation, subject to customer rights to "opt-out" of such an aggregation, to adopt a plan of operation and governance for its aggregation program; and

WHEREAS, this Ordinance constitutes an emergency measure providing for the immediate preservation of the public peace, property, health or safety in that opportunities to coordinate aggregation activities with certain suppliers of generation services may become limited.

NOW, THEREFORE, be it ordained by the Council of the City of Rittman, Counties of Wayne and Medina and State of Ohio, three-fourths of all members elected thereto concurring:

### SECTION ONE.

That this Council hereby adopts the City of Rittman Plan of Operation and Governance, (attached hereto and incorporated herein by reference as Exhibit A) for the implementation and administration of the City's municipal aggregation program in accordance with Revised Code 4928.20 (C).

# RECORD OF ORDINANCES

Dwyer Legal Blank, Inc.

Form No. 50412

Ordinance No. 7258

Passed March 22, 2004

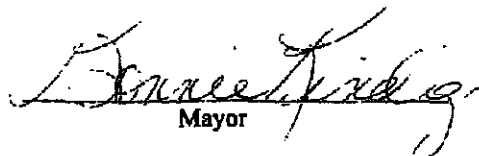
## SECTION TWO.

Said Plan of Operation may be modified from time to time in order to comply with future rule changes which may be implemented by the Public Utilities Commission of Ohio.

## SECTION THREE.

That this Ordinance is hereby declared to be an emergency measure and shall become effective immediately upon its adoption, and that the City's aggregation program shall thereafter commence in accordance with the adopted Plan of Operation and Governance that has been established pursuant to Revised Code Chapter 4928.

Passed: March 22, 2004

  
Mayor

Attest:

  
Clerk of Council

**City of Rittman, Ohio  
Municipal Electric Aggregation  
Program**

**Plan of Operation and Governance**

**Adopted  
March 22, 2004**

## **Overview**

At the November 4, 2003 general election, local residents authorized the City of Rittman ("the City") to create a municipal opt-out electric aggregation program ("the Aggregation Program") as provided under Section 4928.20 of the Ohio Revised Code. Under the opt-out electric aggregation program, all eligible electric consumers within the City's corporation limits will be automatically included in the Aggregation Program initially. However, all consumers will also be given the opportunity to opt out of or decline participation in the Aggregation Program as detailed herein.

The City's purpose in creating the Aggregation Program is to represent local consumer interests in emerging competitive electricity markets by aggregating electric loads within the City's corporation limits (including municipal facilities) and negotiating affordable, reliable electric supplies and other related services on behalf of local consumers. The City may pursue this purpose individually or in cooperation with other entities.

Many small commercial and residential electric consumers lack the knowledge and leverage to effectively negotiate power supply rates and services. A governmental aggregation program provides them with an option for professional representation and the bargaining power of a larger, more diverse consumer group that may be more attractive to suppliers, allowing them to effectively participate in the competitive process and achieve benefits.

The Aggregation Program is designed to reduce the amount a consumer pays for electric energy, and to gain other favorable economic and non-economic terms in service contracts. The City will not buy and resell power, but will represent collective consumer interests to set terms and conditions for service. Through a negotiation process, the City will develop a contract with a Competitive Retail Electric Services Provider (CRES Provider) or Providers for firm all-requirements electric service. The contract will run for a fixed term (i.e., one to five years). Once the contract has been finalized, it will be submitted to the Rittman City Council for approval.

Initially, each eligible consumer within the City's corporation limits will be automatically included in the Aggregation Program on a non-discriminatory basis. However, prior to actual enrollment, each consumer will receive a notice from the City detailing the Aggregation Program's rates, terms and conditions.

Each consumer will then have a 21-day period to opt out of or decline to participate in the Aggregation Program without charge. Consumers opting out of the program will remain on Ohio Edison's Standard Offer Generation Service until such time as they select an approved CRES Provider. A similar opt-out period will be offered every two years during which time consumers can leave the Aggregation Program without paying an early termination fee.

Participants who leave the Aggregation Program and wish to return, as well as consumers who move into the City after the initial opt-out period will be afforded the opportunity to enroll in the



Aggregation Program. However, the City cannot guarantee rates, terms and conditions to consumers enrolling in the Aggregation Program after the initial 21-day opt-out period.

Participants who relocate within the City limits and retain the same Ohio Edison account number will be allowed to continue in the Aggregation Program at their new location under the same terms and conditions as at their former location, provided the Ohio Edison rate classification is the same at both locations, and subject to any switching fees imposed by Ohio Edison.

The City will contract with a CRES Provider to implement and operate the Aggregation Program. Contracts for power supply and other related services will be negotiated, recommended, and monitored for compliance by the City on behalf of local consumers.

The Aggregation Program covers the power supply or generation portion only of a participant's electric bill. Ohio Edison will continue to deliver electricity to Aggregation Program participants' homes and businesses through its electric transmission and distribution system as a monopoly function regulated by the Public Utilities Commission of Ohio (PUCO). Ohio Edison will also continue to install, operate and maintain its system of poles, wires, transformers and other electric distribution components. Aggregation Program participants should continue to call Ohio Edison if their power goes out or if they have billing questions. The PUCO will continue to oversee Ohio Edison's electric safety and reliability service standards.

The City developed this Plan of Operation and Governance in compliance with Ohio law regarding municipal opt-out aggregation of electric consumers, including at least two public hearings prior to its adoption.

#### **Plan of Operation and Governance**

The Rittman City Council shall approve through resolution or ordinance the Aggregation Program's Plan of Operation and Governance in accordance with Ohio Revised Code Section 4928.20. Amendments to the Plan of Operation and Governance may be subject to Rittman City Council approval and filing with the PUCO.

After adoption of the Plan of Operation and Governance, the City will file with the PUCO for governmental aggregator certification and also register as a governmental aggregator with Ohio Edison.

#### **Aggregation Program Management**

Oversight of the Aggregation Program will be the responsibility of the City Manager or City Manager designee, who shall report to the City Council. The City Manager or City Manager designee will have the authority to develop specifications for the Aggregation Program, to appoint an Aggregation Program Manager, and to select, hire and manage the CRES Provider.

The CRES Provider and the Aggregation Program Manager will work under the direction of the City Manager or City Manager designee with the advice and counsel of the City Attorney.

Due to the complexity of the electric utility industry and the uncertainties of its associated restructuring activities, the City Manager or City Manager designee may contract with a consultant or consultants to provide the necessary expertise to represent the City's interest in legislative and regulatory matters and/or to serve as the Aggregation Program Manager. Such services may include, but are not limited to facilitating consumer enrollment and opt-out, assisting with consumer education, addressing consumer questions and concerns, providing reports on program operation, enrollment and savings, negotiating future CRES Provider contracts, and representing the City in dealings with CRES Providers, Ohio Edison, the Ohio Legislature, the PUCO and the OCC.

The CRES Provider's rates will include an administrative fee, which shall (if implemented) be collected on behalf of the City to fund the implementation and administration of the City's Aggregation Program. The administrative fee will be adjusted annually to cover the City's cost of administering the program. The fee will be reviewed annually to ensure that the amounts collected do not exceed the cost of administering the aggregation program.

#### **Selection of a CRES Provider**

The City will not buy and resell power to Aggregation Program participants. The City will negotiate with potential CRES Providers to provide affordable, reliable electric supplies and other electric related services on behalf of local consumers. The City will consider cooperating with other governmental aggregators if it appears beneficial to do so.

Through a negotiation process, the City will develop a contract with a CRES Provider or Providers for firm, all-requirements service. The City will contract only with a CRES Provider or Providers that meet at a minimum the following criteria:

1. Certified CRES Provider by the PUCO
2. Registered with Ohio Edison
3. Have a service agreement under Ohio Edison's Open Access Transmission Tariff
4. Successfully completed Electronic Data Interchange (EDI) computer system testing with Ohio Edison and that CRES Provider's EDI computer system is capable of effectively processing Aggregation Program EDI transactions in a timely manner
5. Meet standards of creditworthiness established by the City
6. Have a customer call center capable of effectively handling participants' questions, concerns and disputes in a timely manner using a toll-free telephone number
7. Hold the City harmless from any financial obligations arising from offering electricity and/or energy-related services to Aggregation Program participants

The CRES Provider's contract will run for a fixed term (i.e., one to five years) and contain all pricing, charges, early termination fees, etc. in clear and easily understood terms.

The City will require any CRES Provider to disclose any subcontractors that it uses in fulfillment of the services described herein.

The Rittman City Council will approve through resolution or ordinance the contracts entered into by the City with the CRES Provider.

### **Electric Supply Charges**

The City will aggregate electric loads within the City's corporation limits (including municipal facilities) and negotiate mutually agreeable price terms with CRES Providers for affordable, reliable electric supplies and other related services on behalf of local consumers. The City may pursue this purpose individually or in cooperation with other entities. CRES Providers will supply information on electric supply charges by Ohio Edison customer rate classification or other appropriate pricing category as approved by the City. All electric supply charges will be fully and prominently disclosed in consumer enrollment materials and will be subject to approval by the Rittman City Council.

### **OHIO EDISON's Regulated Customer Classifications and Rates**

OHIO EDISON assigns customer rate classifications; character of service and associated regulated rates subject to PUCO approved tariffs. In addition to the CRES Provider's generation charges, consumers will continue to be billed for Ohio Edison's service and delivery charges. Although the City may participate in regulatory proceedings and represent the interests of consumers regarding these regulated rates, it cannot assign or alter customer rate classifications.

It is the intention of the city to offer its aggregation program to eligible customers in any and all customer classifications, and in all rate categories, for which the CRES Provider can offer a savings compared to the EDU's generation cost.

### **Developing the Pool of Eligible Accounts**

The City shall request the EDU to provide current customer information for all customers within the municipal boundaries. The provided information shall include:

- Customer name;
- Customer service address;
- Customer billing address;
- EDU customer account number;

- EDU rate code;
- EDU PIPP code;
- Customer load data;
- Whether or not a customer has a present contract with a CRES Provider;
- Whether or not a customer has a special service contract with the EDU.

From this information, the City and the CRES Provider will develop the pool of customers eligible to participate in the aggregation program, for which the CRES Provider can offer savings.

### **Initial Consumer Notification and Enrollment**

After contract approval by the Rittman City Council, the CRES Provider will work with the City and Ohio Edison to identify all eligible consumers within the City's corporation limits.

All eligible consumers will be notified in writing of the rates, charges and other terms and conditions of participation in the Aggregation Program and that they will be automatically enrolled in the Aggregation Program unless they opt out of or decline participation in the program. Consumers will be given twenty-one (21) days from the postmark date of the opt out letter in which to notify the City that they wish to opt out of, or decline participation in, the Aggregation Program. Consumers opting out of the program will remain on Ohio Edison's Standard Offer Generation Service, until such time as they select an approved CRES Provider.

Consumers may use one or more of the following methods to opt out of the program:

- 1) Returning a post card or other form provided in the opt-out letter
- 2) Telephone
- 3) Internet

After the initial 21-day opt out period has elapsed, all eligible consumers who have not notified the City of their desire to opt out of the Aggregation Program will be enrolled by the CRES Provider at the earliest date practicable.

Consumers ineligible to participate in the Aggregation Program include those customer accounts that are located outside the City's municipal boundaries, customers who are in contract with a CRES provider, or customers in a "special rate" contract with Ohio Edison and Percentage of Income Payment Plan (PIPP) consumers. The aggregation of PIPP customers is under the direction of the State of Ohio.

Consumers enrolled in the Aggregation Program by the CRES Provider will receive a letter from Ohio Edison notifying them of their enrollment. Consumers will have seven calendar days to notify Ohio Edison of any objection to their enrollment in the Aggregation Program. Ohio

Edison will notify the CRES Provider of consumer objections or any reason that a consumer was not enrolled in the Aggregation Program and CRES Provider will maintain a list of customers who have opted out under the program rules. The CRES Provider will report to the City the status of Aggregation Program enrollment on at least a monthly basis.

### **Leaving the Aggregation Program**

Participants who wish to leave the Aggregation Program may do so:

- During the initial 21-day opt-out period
- During subsequent opt-out period offered by the City at least every two years
- At any other time; however an early termination fee may be assessed

In addition to the initial 21-day opt-out period described above, each participant will be given an opportunity to opt out of the Aggregation Program every two years without paying an early termination fee. Consumers who choose to opt out of the Aggregation Program at any time other than during the initial 21-day opt-out period or during subsequent opt-out periods offered by the City may be subject to an early termination fee.

Any consumer who opts out of the Aggregation Program will be returned to Ohio Edison's Standard Offer Generation Service until such time as the consumer selects another approved CRES Provider.

### **CRES Provider Responsibilities**

The CRES Provider will build and maintain a database of all Aggregation Program participants. The database will include the name, address, Ohio Edison service delivery identification (SDI) number, and may include other pertinent information as agreed upon by the City and the CRES Provider. Such information may include the CRES Provider's account number (if different from Ohio Edison's SDI number), rate code, rider code (if applicable), most recent 12 months of kWh consumption and kW demand, and meter reading cycle. The Aggregation Program database will be updated at least quarterly. The City will have the right to access information in the database for purposes of auditing.

The CRES Provider will provide and maintain the required Electronic Data Interchange (EDI) computer system to effectively process Aggregation Program enrollments, opt outs, billing, etc, with Ohio Edison.

The CRES Provider will provide a local or toll free telephone number for participant questions and concerns about enrollment, opt-out provisions, billing and other Aggregation Program issues.

The CRES Provider will develop internal controls and processes to help ensure that the City remains in good standing as a governmental aggregator that complies with all laws, rules and regulations regarding the same as they may be periodically amended.

### **New and Returning Participants**

Participants who leave the Aggregation Program and wish to return, participants who initially opt out of the program and later wish to join, and consumers who move into the City after the initial opt-out period will be afforded the opportunity to enroll in the Aggregation Program. However, the City cannot guarantee rates, terms and conditions to consumers enrolling in the Aggregation Program after the initial 21-day opt-out period. Consumers may contact the office of the City Manager or City Manager designee to obtain current enrollment information.

Participants who relocate within the City limits ~~and retain the same Ohio Edison account number~~ will be allowed to continue in the Aggregation Program at their new location under the same terms and conditions as at their former location, provided the Ohio Edison rate classification is the same at both locations, and subject to any switching fees imposed by Ohio Edison.

The CRES Provider will comply with all local, state and federal rules and regulations regarding discontinuing service to Aggregation Program participants.

### **Billing**

The City plans to utilize Ohio Edison's consolidated billing service in which each consumer account receives one bill itemizing the CRES Provider's electric supply charges and Ohio Edison's delivery, transition and other PUCO-approved charges. The billing statement will be consistent with applicable PUCO rules and regulations. The City will consider other billing options, including CRES Provider consolidated billing, if and when they become available and if it appears advantageous to do so.

### **Questions and Concerns**

The Aggregation Program only impacts the source of generation or power supply. Ohio Edison will continue to deliver the electricity purchased through the Aggregation Program to participants' homes and businesses through its electric transmission and distribution system. Participants with question or concerns regarding service delivery or safety, such as a power outage, a downed power line, sparking power lines or equipment, low voltage, etc. should continue to contact Ohio Edison at 800-633-4766. Meter reading or other billing questions should also be directed to Ohio Edison at 800-633-4766. Questions regarding Aggregation Program enrollment, opting out and operation should be directed to the Aggregation Program Manager.

<b>Question or Concern</b>	<b>Contact</b>	<b>Phone Number/e-mail</b>
Power outage or interruption	Ohio Edison	800-366-7899
Turn power on or off	Ohio Edison	800-633-4766
Meter reading/billing	Ohio Edison	800-633-4766
To enroll in or opt out of the	CRES Provider: First Energy Solutions Hours: M-F: 7:00 AM-7:00 PM	888-254-6359
Aggregation Program Questions or concerns	City of Rittman	330-925-2056
Unresolved disputes (residential customers)	Ohio Consumer's Counsel	877-742-5622 (toll free) occ@occ.state.oh.us
Unresolved disputes (all customers)	Public Utilities Commission of Ohio	(800)-686-7826 (voice) (800)-686-1570 (TDD)

### **Reliability and Indemnification of Consumers**

Electric service reliability is an essential to Aggregation Program participants. The City will strive to provide high-quality service and reliability through provisions of the CRES Provider contract, through traditional proceedings related to Ohio Edison's regulated transmission and distribution services; and through direct discussions with Ohio Edison concerning specific or general problems related to quality and reliability of its transmission and distribution system.

If for any reason a CRES Provider fails to provide uninterrupted service, the City will attempt to acquire an alternative power supply. If this attempt fails, participants will default to Ohio Edison's Standard Offer Generation Service. In no case will participants be without power as the result of the CRES Provider's failure to provide uninterrupted service. The City will seek to minimize this risk by contracting only with reputable CRES Providers that demonstrate reliable service. The City also intends to include conditions in its CRES Provider contract that will indemnify participants against risks or problems with power supply service and price.

### **Participant Rights**

All Aggregation Program participants shall enjoy the protections of law afforded to consumers as they currently exist or as they may be amended from time to time. These include rights to question billings or service quality or service practices. All program participants shall also enjoy the individual right to decline participation in the Aggregation Program subject to the terms and conditions contained herein.

All Aggregation Program participants will be treated equitably. They will be guaranteed the right to raise and resolve disputes with the CRES Provider, be provided all required notices and information; and always retain the right to opt out of the Aggregation Program or switch suppliers subject to the terms and conditions contained herein.

All consumers within the City's corporation limits shall be eligible to participate in the Aggregation Program on a non-discriminatory basis subject to the terms and conditions described herein, Ohio law, PUCO rules and regulation governing electric service, and Ohio Edison's approved tariffs.

Service under the Aggregation Program shall include all eligible customer classes in adherence with universal service principles and requirements, and the traditional non-discriminatory practices of local government. CRES Provider contracts shall contain provisions to maintain these principles and equitable treatment of all customer classes.

Low-income consumers shall remain subject to all provisions of Ohio law and PUCO rules and regulations as they may be amended from time to time regarding their rights to return to Ohio Edison's Standard Offer Generation Service and participation in the Aggregation Program.

#### **Participant Responsibilities**

Aggregation Program participants are subject to the same standards and responsibilities as other electric consumers, including payment of billings and access to metering and other equipment necessary to carry out utility operations.

#### **Termination of the Aggregation Program**

The Aggregation Program may be discontinued upon the termination or expiration of the CRES Provider contract without any extension, renewal or subsequent contract being executed. In the event of Aggregation Program termination, each participant will receive notification 90 days prior to such program termination and could return to Ohio Edison's Standard Generation Offer Service or select another approved CRES Provider.

#### **Definitions**

##### ***Aggregation***

Combining the electric loads of multiple customers for the purposes of supplying or arranging for the supply of competitive retail electric service to those customers.



*Aggregation Program Manager*

The person or entity designated by the City Manager or City Manager designee to oversee the operation and management of the City of Rittman's Municipal Electric Aggregation Program.

*Competitive Retail Electric Service (CRES)*

A component of retail electric service that is deemed competitive under the Ohio Revised Code or pursuant to an order of the PUCO. This includes but is not limited to the services provided by competitive retail electric service providers, power marketers, aggregators and governmental aggregators.

*Competitive Retail Electric Service Provider (CRES Provider)*

A person or entity certified by the PUCO and registered with Ohio Edison who supplies or offers to supply a competitive retail electric service over Ohio Edison's electric transmission and/or distribution system. This term does not apply to Ohio Edison in its provision of standard offer generation service.

*Consumer*

Any person or entity that is an end user of electricity and is connected to any part of Ohio Edison's electric transmission or distribution system within the City of Rittman's corporation limits.

*Delivery Charge*

Charge imposed by Ohio Edison for delivering electricity to a consumer's home or business. The charge includes meter reading, billing, transition costs, maintaining electric system reliability and responding during emergencies and outages (also called the distribution charge).

*Distribution*

The delivery of electricity to a consumer's home or business over Ohio Edison's local poles, wires, transformers, substations, and other equipment. Ohio Edison's distribution system operations will remain regulated by the PUCO.

*Electric Related Service*

A service that is directly related to the consumption of electricity at a consumer's home or business. This may include, but is not limited to, the installation of demand side management measures at a consumer's premises, the maintenance, repair or replacement

of appliances, lighting, motors or other energy-consuming devices at a consumer's premises, and the provision of energy consumption measurement and billing services.

*Electric Supply Charge*

All charges related to the generation of electricity by the CRES Provider.

*Governmental Aggregator*

An incorporated village or city, township or county acting as an aggregator for the provision of a CRES under authority conferred under Section 4928.20 of the Ohio Revised Code.

*Kilowatt (kW)*

A kilowatt is 1,000 watts

*Kilowatt-hour (kWh)*

A kilowatt-hour is 1,000 watts of electricity used for one hour. For example, a 1,000-watt appliance operating for one hour or a 100-watt light bulb operating for ten hours will consume one kilowatt-hour of electricity. Consumers are charged for electricity in cents per kilowatt-hour.

*Ohio Consumers' Counsel (OCC)*

The Ohio Consumers' Counsel (OCC) was established by the Ohio Legislature in 1976 to represent the interests of Ohio's four million residential utility customers served by investor-owned utilities in proceedings before the PUCO, other regulatory agencies and in the courts. The OCC also educates consumers about utility issues and resolves complaints individuals have with investor-owned utility companies.

*Participant*

A consumer enrolled in the City of Rittman's Municipal Electric Aggregation Program.

*Public Utilities Commission of Ohio (PUCO)*

The state agency charged with assuring all consumers (residential commercial and industrial) served by investor-owned utilities have access to adequate, safe, and reliable utility services at fair prices. The PUCO regulates a wide variety of investor-owned utilities, including electric, natural gas, pipeline, heating/cooling, local telephone, long distance telephone, waterworks, wastewater, railroad, household goods carriers, water transportation, hazardous materials carriers, and commercial transportation carriers.

*Standard Offer Generation Service*

The electric generation service a consumer will receive from Ohio Edison (the default electric service provider) if the customer does not choose a CRES Provider.

EXHIBIT A-4

**AUTOMATIC AGGREGATION  
DISCLOSURE**

January 18, 2010

Dear City of Rittman Resident,

The City of Rittman is providing you the opportunity to join other residents to save money on the electricity you use. Savings are possible through governmental 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. City of Rittman voters approved this program in November 2003.

After researching competitive electricity pricing options for you, we have chosen FirstEnergy Solutions Corp., a subsidiary of FirstEnergy Corp., to provide you with savings on your electric generation through April 2012. There is no cost for enrollment and you will not be charged a switching fee. You do not need to do anything to participate.

As a member of this aggregation, you are guaranteed to save 6 percent off your Price to Compare. Your Price to Compare is essentially the price you pay for electric generation from the utility and consists of generation and transmission related components, which are the costs associated with generating the power and delivering it through the transmission system.

To estimate what your savings per kilowatt-hour (KWH) will be through this program, locate your Price to Compare on your electric bill. Divide your Price to Compare by 100, then multiply by 0.06 (6%) to determine your savings per KWH. Multiply that number by your total monthly usage. The final number is how much you can expect to save each month you use the same amount of electricity.

You will see your electric savings from FirstEnergy Solutions after your enrollment has been completed and your switch has been finalized – approximately 30 - 45 days, depending upon your meter read date. Of course, you are not obligated to participate in the City of Rittman's electric governmental aggregation program. If you wish to be excluded from the program and remain a full-service customer of your local electric utility – Ohio Edison – you have until February 8, 2010 to return the attached "opt-out" form. If you do not opt out at this time, you will receive a notice at least every three years asking if you wish to remain in the program. If you leave the program at any other time, you could be subject to a \$25 cancellation fee from FirstEnergy Solutions – and you might not be served under the same rates, terms and conditions that apply to other customers served by Ohio Edison.

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

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

If you have any questions, please call FirstEnergy Solutions toll-free at 1-888-838-3749, Monday through Friday, 8 a.m. to 5 p.m. Please do not call the City of Rittman with aggregation program questions.

Sincerely,

City of Rittman

P.S. To receive these savings, you should not respond. Return the opt-out form only if you do not want to participate in the City's electric governmental aggregation program.

**OPT-OUT FORM – CITY OF RITTMAN RESIDENTIAL ELECTRIC GOVERNMENTAL AGGREGATION PROGRAM**

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

**OR**

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

By returning this signed form, you will be **EXCLUDED** from the opportunity to join with other residents in the City of Rittman's Electric Governmental Aggregation Program.

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

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

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

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

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

Mail by February 8, 2010 to: City of Rittman Electric Governmental Aggregation Program, 341 White Pond Drive, Bldg. B-3, Akron, Ohio 44320

## **City of Rittman Electric Governmental Aggregation Program Frequently Asked Questions**

### **What is aggregation?**

Under governmental aggregation, local officials bring citizens together to gain group buying power for the purchase of competitively priced electricity from a retail electric generation supplier certified by the Public Utilities Commission of Ohio.

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

In November 2003, City of Rittman 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 governmental aggregation program?**

Under the City's governmental aggregation program, the price you pay for electric generation supply is guaranteed to be 6 percent lower. In other words, each month, you'll pay 6 percent less for the generation portion of your electric supply than if you had not joined the City's governmental aggregation program.

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

You do not need to do anything to receive the discounted generation pricing under this program. You may choose to remain in the aggregation group and begin receiving your 6-percent discount by simply not returning the opt out form.

### **If I join the City'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 delivery of power to your home or business. Since your local electric utility still owns the wires and poles that deliver power to you, it will continue to read your meter and restore power after an outage.

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

In this program, the discount you will receive is fixed, so each month you will save 6 percent off the generation portion of your bill. Since the actual price per KWH charged by the utility may change each month based on the season and your usage, the price per KWH from FirstEnergy Solutions will also change each month. Regardless, you are guaranteed to save 6 percent off the competitive portion of your electric bill.

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

"Opt out" means that you can decide not to participate in the City's electric governmental aggregation program. By returning the opt-out form, which is included in this mailing, by the due date you will not be enrolled as an electric generation customer with FirstEnergy Solutions, the City's competitive electric generation supplier, and you will not receive the 6-percent discount.

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

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

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

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

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

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

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

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

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

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

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

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

**Who is FirstEnergy Solutions?**

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

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

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

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

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

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

### DEFINITIONS:

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

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

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

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

### TERMS AND CONDITIONS OF SERVICE

1. **Eligibility.** Only Residential Customer accounts not enrolled in the Percentage of Income Plan Program (PIPP) and small commercial customers with a peak demand below 399 KW are eligible for this offer from FES. FES reserves the right to refuse enrollment to any customer with an outstanding balance.

2. **Basic Service Prices.** During the term of this Contract, you agree to pay FES for a total combined Transmission, Generation, and Generation Related Charges. You will be billed at the percentage off your EDU Price to Compare per KWh per billing month, as specified in the opt-out notification. Your Price to Compare consists of bypassable transmission, generation and transmission and generation related components, which are charges associated with the costs of purchased power and the cost to deliver the power through the transmission system. These are the charges that you would avoid for that billing period when you switch to FES.

Your price per KWh will vary because it will always be a percent off the Price to Compare, which may change based on any changes made by the EDU in its calculations. In addition to FES' charges, you will be charged by your EDU for distribution and various other charges. FES reserves the right to unilaterally modify this billing format in the event the EDU is unable or unwilling to provide consolidated billing in this format or changes the calculation of the Price to Compare.

In addition to the Generation Charge described above, FES will charge you for any and all fees, costs, and obligations imposed by a Regional Transmission Organization ("RTO"), such as the Midwest ISO or successor organizations, 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"). FES will pass these Midwest ISO/Transmission and Ancillary Charges, which may be variable, through to you and you will receive no discount or percent-off of these Midwest ISO/Transmission and Ancillary Charges.

3. **Length of Agreement.** As a part of your community's program, your service from FES will commence with the next available meter reading and after processing of the enrollment by your EDU, and will continue for the term as specified in the opt-out notification, ending on the meter read for the last month of service. For the period beginning June 2011, the program may be terminated or modified due to unforeseen regulatory action. Should the program be terminated, you will be returned to the standard service offer or its successor.

4. **Billing.** You will continue to receive a single bill from your EDU that will contain both your EDU and FES charges. FES does not offer budget billing. If you do not pay your bill by the due date, FES may cancel this

Agreement after giving you a minimum of fourteen (14) days written notice. Upon cancellation you will be returned to your EDU as a customer. You will remain responsible to pay FES for any electricity used before this Agreement is cancelled, as well as any late payment charges. Further, your failure to pay EDU charges may result in your electric service being disconnected in accordance with the EDU tariff.

5. **Penalties, Fees and Exceptions.** If you do not pay the full amount owed FES by the due date of the bill, FES may charge a 1.5% per month late payment fee.

6. **Cancellation/Termination Provisions.** If this agreement is not rescinded during the rescission period, enrollment will be sent to your EDU. You may terminate this Agreement, without penalty, if you move out of the EDU service territory or into an area where FES will charge a different price. There will be a \$25 charge for residential customers and a \$50.00 charge for commercial customers if you terminate this Agreement for any other reason, except as expressly provided herein. Should you cancel service with FES and return to standard service offer with your EDU, you may not be served under the same rates, terms, and conditions that apply to other EDU customers.

7. **Customer Consent and Information Release Authorization.** By choosing not to opt-out of your community's aggregation program, you understand and agree to the terms and conditions of this Agreement with FES. You authorize FES to obtain information from the EDU that includes, but is not limited to: billing history, payment history, historical and future electricity usage, meter readings, and characteristics of electricity service. FES reserves the sole right to determine if your credit standing is satisfactory before accepting your enrollment request. This Agreement shall be considered executed by FES following acceptance of your enrollment request by FES, the end of the 7 day rescission period and subsequent acceptance of the enrollment by your EDU.

8. **Contract Expiration.** At least every three years, you will be given the opportunity to opt-out of your community's aggregation program at no cost. You are responsible for arranging for your electric supply upon termination of this Contract.

9. **Dispute Procedures.** Contact FES with any questions concerning the terms of service by phone at 1-888-254-6359 (toll-free) M-F 8AM - 5PM EST or in writing at 341 White Pond Drive, Attn: Contract Administration, Akron, OH 44320. Our web address is [www.firstenergysolutions.com](http://www.firstenergysolutions.com). If your complaint is not resolved after you have called your electric supplier and/or your electric utility, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or TTY at 1-800-686-1570 (toll free) from 8:00 am to 5:00 pm weekdays or at [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov). Customers may also call the Ohio Consumers' Counsel (OCC) at 1-877-742-5622 (toll free) from 8:00 am to 5:00 pm weekdays or at [www.pickoc.org](http://www.pickoc.org).

10. **Miscellaneous.** You have the right to request from FES, twice within a 12 month period, up to 24 months of payment history, without charge.

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

FES' environmental disclosure statement is available for viewing on our website - [www.firstenergysolutions.com](http://www.firstenergysolutions.com). You agree that FES will make the required quarterly updates to the statement electronically on our website. We will also provide the information upon request.

FES may assign its rights to another, including any successor, in accordance with the rules and regulations of the PUCO.

FES assumes no responsibility or liability for the following items that are the responsibility of the EDU: operation and maintenance of the EDU's electrical system, any interruption of service, termination of service, or deterioration of the EDU's service. In the event of a power outage, you should contact your local EDU.

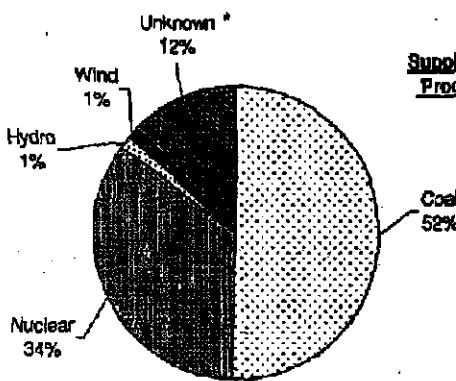
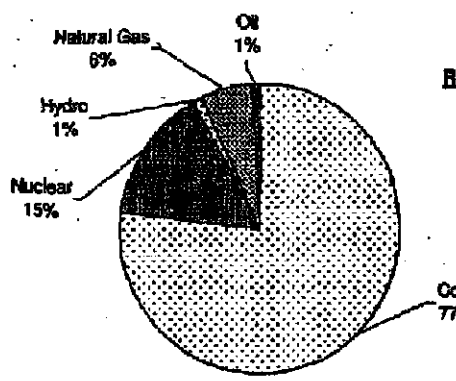
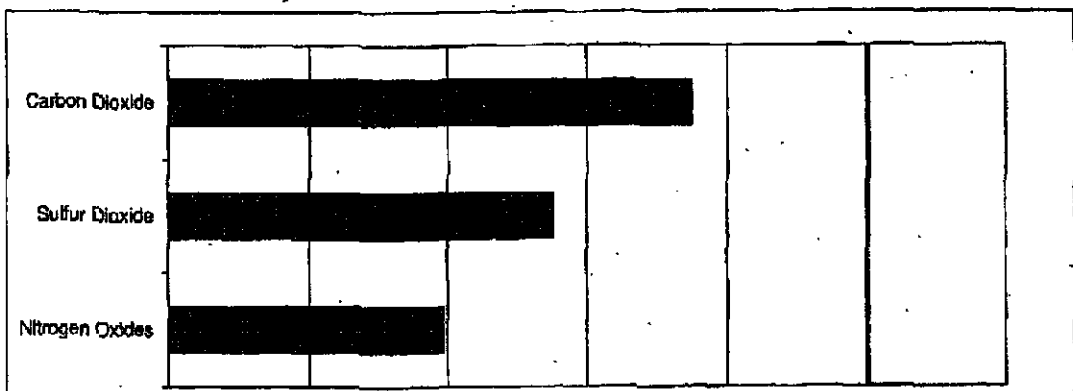
Customer is responsible for providing FES with accurate account information. If said information is incorrect, FES reserves the right to reprice the applicable account(s) or terminate the agreement.

FES reserves the right to return any customer to the EDU if the customer's rate code is changed and the account is no longer eligible for this program.

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



**Environmental Disclosure Information**  
**FirstEnergy Solutions Corp.**  
**Projected Data for the 2010 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>	<div><p>Supplier's Product</p></div> <div><p>Regional</p></div>																				
<p>* Includes the purchase of Renewable Energy Credits that FES will make to comply with the OHIO SB 221 Alternative Energy Requirements.</p>																					
<p>Environmental Characteristics-</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																				
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Solar Power	No Significant Impacts																				
Unknown Purchased Resources	Unknown Impacts																				
Wind Power	Wildlife Impacts																				
<p>Air Emissions-</p> <p>A comparison between the air emissions related to this product and the regional average air emissions</p>	<div><p>Regional Average</p></div>																				
<p>Radioactive Waste-</p> <p>Radioactive waste associated with the product</p>	<table><tr><td>Type :</td><td>Quantity</td></tr><tr><td>High-Level Radioactive Waste</td><td>0.0022 Lbs./1,000 kWh</td></tr><tr><td>Low-Level Radioactive Waste</td><td>0.0004 Ft<sup>3</sup>/1,000 kWh</td></tr></table> <p>Note: The generation of this product involves the use of 12% Unknown Purchased Resources. The air emissions and radioactive wastes associated with these unknown resources are not included in these charts.</p>	Type :	Quantity	High-Level Radioactive Waste	0.0022 Lbs./1,000 kWh	Low-Level Radioactive Waste	0.0004 Ft <sup>3</sup> /1,000 kWh														
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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](http://www.fes.com) (click on "FirstEnergy Corp." at the bottom of the home page) or by phone at 1-888-254-6359.

January 18, 2010

Re: Great news for all-electric space heating, electric water heating and/or load management customers!

Dear City of Rittman Resident,

The City of Rittman is providing you the opportunity to join other residents with all-electric space heating, electric water heating and/or load management equipment to save money on the electricity you use. Savings are possible through governmental 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. City of Rittman voters approved this program in November 2003.

After researching competitive electricity pricing options for you, we have again chosen FirstEnergy Solutions Corp., a subsidiary of FirstEnergy Corp., to provide you with savings on your electric generation through April 2012. There is no cost for enrollment, you will not be charged a switching fee, and you do not need to do anything to participate.

As a member of this aggregation, you are guaranteed to save 4 percent off your Price to Compare. Your Price to Compare is essentially the price you pay for electric generation from the utility and consists of generation and transmission-related components, which are costs associated with generating the power and delivering it through the transmission system. Your Price to Compare also includes the amount of any credits you receive from the utility for having special all-electric space heating, electric water heating and/or load management equipment – which means this 4-percent discount is on top of any generation credits that would have been provided by the utility (for usage over 500 kilowatt-hours in the nine non-summer months). Please see the enclosed FAQs for more information.

To estimate what your savings per kilowatt-hour (KWH) will be through this program, locate your Price to Compare on your electric bill. Divide your Price to Compare by 100, then multiply by 0.04 (4%) to determine your savings per KWH. Multiply that number by your total monthly usage. The final number is how much you can expect to save each month you use the same amount of electricity.

You will see your electric savings from FirstEnergy Solutions after your enrollment has been completed and your switch has been finalized – approximately 30 - 45 days, depending upon your meter read date. Of course, you are not obligated to participate in the City of Rittman's electric governmental aggregation program. If you wish to be excluded from the program and remain a full-service customer of your local electric utility – Ohio Edison – you have until February 8, 2010 to return the attached "opt-out" form. If you opt out, you might not be served under the same rates, terms and conditions that apply to other customers served by Ohio Edison. If you do not opt out at this time, you will receive a notice at least every three years asking if you wish to remain in the program. If you leave the program at any other time, you could be subject to a \$25 cancellation fee from FirstEnergy Solutions.

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

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

If you have any questions, please call FirstEnergy Solutions toll-free at 1-866-636-3748, Monday through Friday, 8 a.m. to 5 p.m. Please do not call the City of Rittman with aggregation program questions.

Sincerely,

City of Rittman

P.S. To receive these savings, you should not respond. Return the opt-out form only if you do not want to participate in the City's electric governmental aggregation program.

**OPT-OUT FORM – CITY OF RITTMAN RESIDENTIAL ELECTRIC GOVERNMENTAL AGGREGATION PROGRAM**

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

**OR**

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

By returning this signed form, you will be **EXCLUDED** from the opportunity to join with other residents in the City of Rittman's Electric Governmental Aggregation Program.

☐

I wish to opt out of the City of Rittman Electric Governmental Aggregation Program. (Check box to opt out.)

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

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

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

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

Mail by February 8, 2010 to: City of Rittman Electric Governmental Aggregation Program, 341 White Pond Drive, Bldg. B-3, Akron, Ohio 44320

## **City of Rittman Electric Governmental Aggregation Program Frequently Asked Questions**

### **What is aggregation?**

Under governmental aggregation, local officials bring citizens together to gain group buying power for the purchase of competitively priced electricity from a retail electric generation supplier certified by the Public Utilities Commission of Ohio.

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

In November 2003, City of Rittman 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 governmental aggregation program?**

Under the City's governmental aggregation program, the price you pay for electric generation supply is guaranteed to be 4 percent lower. In other words, each month, you'll pay 4 percent less for the generation portion of your electric supply than if you had not joined the City's governmental aggregation program.

### **When I switch to an alternative generation supplier, doesn't the utility take away the generation credits I would get for having all-electric space heating, electric water heating and/or load management equipment?**

Yes, the utility no longer provides the generation credit when you switch to an alternative generation supplier; however, it's important to understand that the 4-percent discount offered by FirstEnergy Solutions is based on your Price to Compare. The Price to Compare that appears on your bill each month shows the price per kilowatt-hour (KWH) you would be charged if you were receiving generation from your utility for that billing month. Any credits you could potentially receive from your utility would be included in this Price to Compare, whether or not you are actually receiving them. The generation credit your utility provides for having all-electric space heating, electric water heating and/or load management equipment is included in your Price to Compare. Because FirstEnergy Solutions is offering a 4-percent discount off the Price to Compare, you are not missing out on any of the savings that the utility credits provide.

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

You do not need to do anything to receive the discounted generation pricing under this program. You may choose to remain in the aggregation group and begin receiving your 4-percent discount by simply not returning the opt out form.

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

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

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

In this program, the discount you will receive is fixed, so each month you will save 4 percent off the generation portion of your bill. Since the actual price per KWH charged by the utility may change each month based on the season and your usage, the price per KWH from FirstEnergy Solutions will also change each month. Regardless, you are guaranteed to save 4 percent off the generation portion of your electric bill.

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

"Opt out" means that you can decide not to participate in the City's electric governmental aggregation program. By returning the opt-out form, which is included in this mailing, by the due date you will not be enrolled as an electric generation customer with FirstEnergy Solutions, the City's competitive electric generation supplier, and you will not receive the 4-percent discount.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Who is FirstEnergy Solutions?**

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

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

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

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

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

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

### DEFINITIONS:

Generation Service - The production of electricity.

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

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

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

### TERMS AND CONDITIONS OF SERVICE

1. **Eligibility.** Only Residential Customer accounts not enrolled in the Percentage of Income Plan Program (PIPP) and small commercial customers with a peak demand below 399 KW are eligible for this offer from FES. FES reserves the right to refuse enrollment to any customer with an outstanding balance.

2. **Basic Service Prices.** During the term of this Contract, you agree to pay FES for a total combined Transmission, Generation, and Generation Related Charges. You will be billed at the percentage off your EDU Price to Compare per KWh per billing month, as specified in the opt-out notification. Your Price to Compare consists of bypassable transmission, generation and transmission and generation related components, which are charges associated with the costs of purchased power and the cost to deliver the power through the transmission system. These are the charges that you would avoid for that billing period when you switch to FES.

Your price per KWh will vary because it will always be a percent off the Price to Compare, which may change based on any changes made by the EDU in its calculations. In addition to FES' charges, you will be charged by your EDU for distribution and various other charges. FES reserves the right to unilaterally modify this billing format in the event the EDU is unable or unwilling to provide consolidated billing in this format or changes the calculation of the Price to Compare.

In addition to the Generation Charge described above, FES will charge you for any and all fees, costs, and obligations imposed by a Regional Transmission Organization ("RTO"), such as the Midwest ISO or successor organizations, 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"). FES will pass these Midwest ISO/Transmission and Ancillary Charges, which may be variable, through to you and you will receive no discount or percent-off of these Midwest ISO/Transmission and Ancillary Charges.

3. **Length of Agreement.** As a part of your community's program, your service from FES will commence with the next available meter reading and after processing of the enrollment by your EDU, and will continue for the term as specified in the opt-out notification, ending on the meter read for the last month of service. For the period beginning June 2011, the program may be terminated or modified due to unforeseen regulatory action. Should the program be terminated, you will be returned to the standard service offer or its successor.

4. **Billing.** You will continue to receive a single bill from your EDU that will contain both your EDU and FES charges. FES does not offer budget billing. If you do not pay your bill by the due date, FES may cancel this

Agreement after giving you a minimum of fourteen (14) days written notice. Upon cancellation you will be returned to your EDU as a customer. You will remain responsible to pay FES for any electricity used before this Agreement is cancelled, as well as any late payment charges. Further, your failure to pay EDU charges may result in your electric service being disconnected in accordance with the EDU tariff.

5. **Penalties, Fees and Exceptions.** If you do not pay the full amount owed FES by the due date of the bill, FES may charge a 1.5% per month late payment fee.

6. **Cancellation/Termination Provisions.** If this agreement is not rescinded during the rescission period, enrollment will be sent to your EDU. You may terminate this Agreement, without penalty, if you move out of the EDU service territory or into an area where FES will charge a different price. There will be a \$25 charge for residential customers and a \$50.00 charge for commercial customers if you terminate this Agreement for any other reason, except as expressly provided herein. Should you cancel service with FES and return to standard service offer with your EDU, you may not be served under the same rates, terms, and conditions that apply to other EDU customers.

7. **Customer Consent and Information Release Authorization.** By choosing not to opt-out of your community's aggregation program, you understand and agree to the terms and conditions of this Agreement with FES. You authorize FES to obtain information from the EDU that includes, but is not limited to: billing history, payment history, historical and future electricity usage, meter readings, and characteristics of electricity service. FES reserves the sole right to determine if your credit standing is satisfactory before accepting your enrollment request. This Agreement shall be considered executed by FES following acceptance of your enrollment request by FES, the end of the 7 day rescission period and subsequent acceptance of the enrollment by your EDU.

8. **Contract Expiration.** At least every three years, you will be given the opportunity to opt-out of your community's aggregation program at no cost. You are responsible for arranging for your electric supply upon termination of this Contract.

9. **Dispute Procedures.** Contact FES with any questions concerning the terms of service by phone at 1-888-254-6359 (toll-free) M-F 8AM - 5PM EST or in writing at 341 White Pond Drive, Attn: Contract Administration, Akron, OH 44320. Our web address is [www.firstenergysolutions.com](http://www.firstenergysolutions.com). If your complaint is not resolved after you have called your electric supplier and/or your electric utility, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-886-7828 (toll free) or TTY at 1-800-886-1570 (toll free) from 8:00 am to 5:00 pm weekdays or at [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov). Customers may also call the Ohio Consumers' Counsel (OCC) at 1-877-742-5622 (toll free) from 8:00 am to 5:00 pm weekdays or at [www.pickocc.org](http://www.pickocc.org).

10. **Miscellaneous.** You have the right to request from FES, twice within a 12 month period, up to 24 months of payment history, without charge.

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

FES' environmental disclosure statement is available for viewing on our website - [www.firstenergysolutions.com](http://www.firstenergysolutions.com). You agree that FES will make the required quarterly updates to the statement electronically on our website. We will also provide the information upon request.

FES may assign its rights to another, including any successor, in accordance with the rules and regulations of the PUCO.

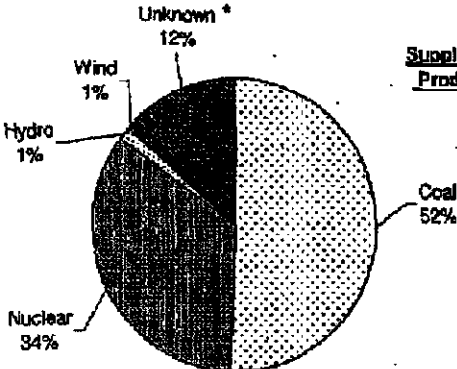
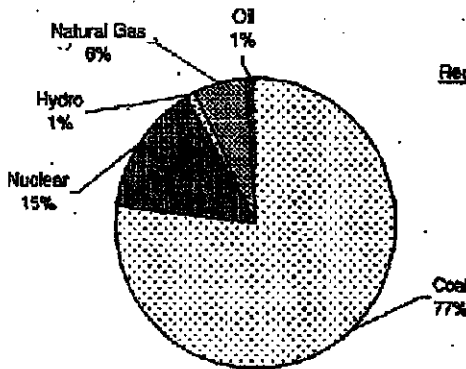
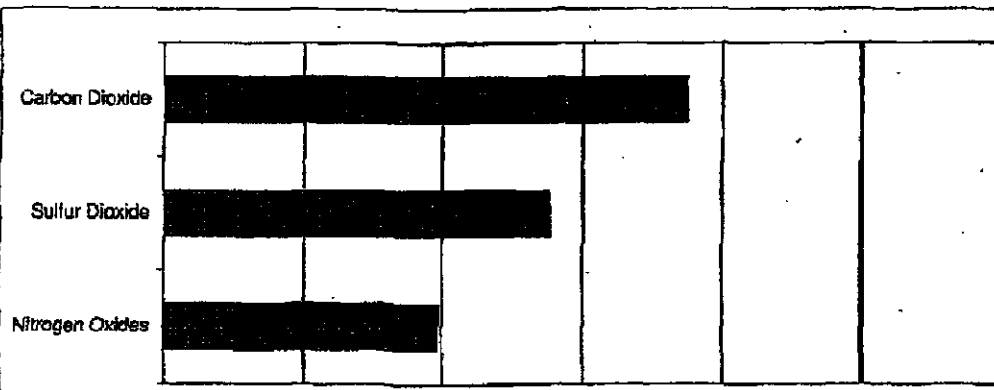
FES assumes no responsibility or liability for the following items that are the responsibility of the EDU: operation and maintenance of the EDU's electrical system, any interruption of service, termination of service, or deterioration of the EDU's service. In the event of a power outage, you should contact your local EDU.

Customer is responsible for providing FES with accurate account information. If said information is incorrect, FES reserves the right to reprice the applicable account(s) or terminate the agreement.

FES reserves the right to return any customer to the EDU if the customer's rate code is changed and the account is no longer eligible for this program.

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

**Environmental Disclosure Information**  
**FirstEnergy Solutions Corp.**  
 Projected Data for the 2010 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>  <p>Coal 52%</p> <p>Nuclear 34%</p> <p>Unknown* 12%</p> <p>Wind 1%</p> <p>Hydro 1%</p>	<p>Regional</p>  <p>Coal 77%</p> <p>Nuclear 15%</p> <p>Natural Gas 6%</p> <p>Hydro 1%</p> <p>Oil 1%</p>																				
<p>* Includes the purchase of Renewable Energy Credits that FES will make to comply with the OHIO SB 221 Alternative Energy Requirements.</p>																						
<p>Environmental Characteristics-</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
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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](http://www.fes.com) (click on "FirstEnergy Corp." at the bottom of the home page) or by phone at 1-888-254-6359.

January 18, 2010

Dear City of Rittman Business,

The City of Rittman is providing you the opportunity to join other businesses to save money on the electricity you use. Savings are possible through governmental 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. City of Rittman voters approved this program in November 2003.

After researching competitive electricity pricing options for you, we have chosen FirstEnergy Solutions Corp., a subsidiary of FirstEnergy Corp., to provide you with savings on your electric generation through April 2012. There is no cost for enrollment and you will not be charged a switching fee. You do not need to do anything to participate.

As a member of this aggregation, you are guaranteed to save 4 percent off your Price to Compare. Your Price to Compare is essentially the price you pay for electric generation from the utility and consists of generation and transmission related components, which are the costs associated with generating the power and delivering it through the transmission system.

To estimate what your savings per kilowatt-hour (KWH) will be through this program, you first need to determine your Price to Compare. Simply divide the amount of the Bypassable Generation and Transmission Related Component by the Kilowatt Hours Used, which are both found on page 3 of your bill. Use this number as your Price to Compare. Then divide your Price to Compare by 100, and multiply by 0.04 (4%) to determine your savings per KWH. Multiply that number by your total monthly usage. The final number is how much you can expect to save each month you use the same amount of electricity.

You will see your electric savings from FirstEnergy Solutions after your enrollment has been completed and your switch has been finalized – approximately 30 - 45 days, depending upon your meter read date. Of course, you are not obligated to participate in the City of Rittman's electric governmental aggregation program. If you wish to be excluded from the program and remain a full-service customer of your local electric utility – Ohio Edison – you have until February 8, 2010 to return the attached "opt-out" form. If you do not opt out at this time, you will receive a notice at least every three years asking if you wish to remain in the program. If you leave the program at any other time, you could be subject to a \$50 cancellation fee from FirstEnergy Solutions – and you might not be served under the same rates, terms and conditions that apply to other customers served by Ohio Edison.

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

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

If you have any questions, please call FirstEnergy Solutions toll-free at 1-888-636-3749, Monday through Friday, 8 a.m. to 5 p.m. Please do not call the City of Rittman with aggregation program questions.

Sincerely,

City of Rittman

P.S. To receive these savings, you should not respond. Return the opt-out form only if you do not want to participate in the City's electric governmental aggregation program.

**OPT-OUT FORM – CITY OF RITTMAN BUSINESS ELECTRIC GOVERNMENTAL AGGREGATION PROGRAM**

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

**OR**

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

By returning this signed form, you will be **EXCLUDED** from the opportunity to join with other businesses in the City of Rittman's Electric Governmental Aggregation Program.

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

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

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

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

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

Mail by February 8, 2010 to: City of Rittman Electric Governmental Aggregation Program, 341 White Pond Drive, Bldg. B-3, Akron, Ohio 44320

## **City of Rittman Electric Governmental Aggregation Program Frequently Asked Questions**

### **What is aggregation?**

Under governmental aggregation, local officials bring citizens together to gain group buying power for the purchase of competitively priced electricity from a retail electric generation supplier certified by the Public Utilities Commission of Ohio.

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

In November 2003, City of Rittman 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 governmental aggregation program?**

Under the City's governmental aggregation program, the price you pay for electric generation supply is guaranteed to be 4 percent lower. In other words, each month, you'll pay 4 percent less for the generation portion of your electric supply than if you had not joined the City's governmental aggregation program.

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

You do not need to do anything to receive the discounted generation pricing under this program. You may choose to remain in the aggregation group and begin receiving your 4-percent discount by simply not returning the opt out form.

### **If I join the City'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 delivery of power to your home or business. Since your local electric utility still owns the wires and poles that deliver power to you, it will continue to read your meter and restore power after an outage.

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

In this program, the discount you will receive is fixed, so each month you will save 4 percent off the generation portion of your bill. Since the actual price per KWH charged by the utility may change each month based on the season and your usage, the price per KWH from FirstEnergy Solutions will also change each month. Regardless, you are guaranteed to save 4 percent off the competitive portion of your electric bill.

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

"Opt out" means that you can decide not to participate in the City's electric governmental aggregation program. By returning the opt-out form, which is included in this mailing, by the due date you will not be enrolled as an electric generation customer with FirstEnergy Solutions, the City's competitive electric generation supplier, and you will not receive the 4-percent discount.

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

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



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

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

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

### DEFINITIONS:

Generation Service - The production of electricity.

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

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

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

### TERMS AND CONDITIONS OF SERVICE

- Eligibility.** Only Residential Customer accounts not enrolled in the Percentage of Income Plan Program (PIPP) and small commercial customers with a peak demand below 399 KW are eligible for this offer from FES. FES reserves the right to refuse enrollment to any customer with an outstanding balance.
- Basic Service Prices.** During the term of this Contract, you agree to pay FES for a total combined Transmission, Generation, and Generation Related Charges. You will be billed at the percentage off your EDU Price to Compare per KWh per billing month, as specified in the opt-out notification. Your Price to Compare consists of bypassable transmission, generation and transmission and generation related components, which are charges associated with the costs of purchased power and the cost to deliver the power through the transmission system. These are the charges that you would avoid for that billing period when you switch to FES.  
Your price per KWh will vary because it will always be a percent off the Price to Compare, which may change based on any changes made by the EDU in its calculations. In addition to FES' charges, you will be charged by your EDU for distribution and various other charges. FES reserves the right to unilaterally modify this billing format in the event the EDU is unable or unwilling to provide consolidated billing in this format or changes the calculation of the Price to Compare.  
In addition to the Generation Charge described above, FES will charge you for any and all fees, costs, and obligations imposed by a Regional Transmission Organization ("RTO"), such as the Midwest ISO or successor organizations, 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"). FES will pass these Midwest ISO/Transmission and Ancillary Charges, which may be variable, through to you and you will receive no discount or percent-off of these Midwest ISO/Transmission and Ancillary Charges.
- Length of Agreement.** As a part of your community's program, your service from FES will commence with the next available meter reading and after processing of the enrollment by your EDU, and will continue for the term as specified in the opt-out notification, ending on the meter read for the last month of service. For the period beginning June 2011, the program may be terminated or modified due to unforeseen regulatory action. Should the program be terminated, you will be returned to the standard service offer or its successor.
- Billing.** You will continue to receive a single bill from your EDU that will contain both your EDU and FES charges. FES does not offer budget billing. If you do not pay your bill by the due date, FES may cancel this

Agreement after giving you a minimum of fourteen (14) days written notice. Upon cancellation you will be returned to your EDU as a customer. You will remain responsible to pay FES for any electricity used before this Agreement is cancelled, as well as any late payment charges. Further, your failure to pay EDU charges may result in your electric service being disconnected in accordance with the EDU tariff.

- Penalties, Fees and Exceptions.** If you do not pay the full amount owed FES by the due date of the bill, FES may charge a 1.5% per month late payment fee.
- Cancellation/Termination Provisions.** If this agreement is not rescinded during the rescission period, enrollment will be sent to your EDU. You may terminate this Agreement, without penalty, if you move out of the EDU service territory or into an area where FES will charge a different price. There will be a \$25 charge for residential customers and a \$50.00 charge for commercial customers if you terminate this Agreement for any other reason, except as expressly provided herein. Should you cancel service with FES and return to standard service offer with your EDU, you may not be served under the same rates, terms, and conditions that apply to other EDU customers.
- Customer Consent and Information Release Authorization.** By choosing not to opt-out of your community's aggregation program, you understand and agree to the terms and conditions of this Agreement with FES. You authorize FES to obtain information from the EDU that includes, but is not limited to: billing history, payment history, historical and future electricity usage, meter readings, and characteristics of electricity service. FES reserves the sole right to determine if your credit standing is satisfactory before accepting your enrollment request. This Agreement shall be considered executed by FES following acceptance of your enrollment request by FES, the end of the 7 day rescission period and subsequent acceptance of the enrollment by your EDU.
- Contract Expiration.** At least every three years, you will be given the opportunity to opt-out of your community's aggregation program at no cost. You are responsible for arranging for your electric supply upon termination of this Contract.
- Dispute Procedures.** Contact FES with any questions concerning the terms of service by phone at 1-888-254-6359 (toll-free) M-F 8AM - 5PM EST or in writing at 341 White Pond Drive, Attn: Contract Administration, Akron, OH 44320. Our web address is [www.firstenergysolutions.com](http://www.firstenergysolutions.com). If your complaint is not resolved after you have called your electric supplier and/or your electric utility, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7626 (toll free) or TTY at 1-800-686-1570 (toll free) from 8:00 am to 5:00 pm weekdays or at [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov). Customers may also call the Ohio Consumers' Counsel (OCC) at 1-877-742-5822 (toll free) from 8:00 am to 5:00 pm weekdays or at [www.pickocc.org](http://www.pickocc.org).
- Miscellaneous.** You have the right to request from FES, twice within a 12 month period, up to 24 months of payment history, without charge. FES will not release your Social Security number and/or account number(s) without your written consent. FES' environmental disclosure statement is available for viewing on our website - [www.firstenergysolutions.com](http://www.firstenergysolutions.com). You agree that FES will make the required quarterly updates to the statement electronically on our website. We will also provide the information upon request. FES may assign its rights to another, including any successor, in accordance with the rules and regulations of the PUCO. FES assumes no responsibility or liability for the following items that are the responsibility of the EDU: operation and maintenance of the EDU's electrical system, any interruption of service, termination of service, or deterioration of the EDU's service. In the event of a power outage, you should contact your local EDU. Customer is responsible for providing FES with accurate account information. If said information is incorrect, FES reserves the right to reprice the applicable account(s) or terminate the agreement. FES reserves the right to return any customer to the EDU if the customer's rate code is changed and the account is no longer eligible for this program.
- 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.

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

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

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

Yes, but you will be subject to a \$50 cancellation fee from FirstEnergy Solutions if you cancel for any other reason but moving. However, you will be sent a notice at least every three years asking if you wish to remain in the program. At that point, you may opt out at no cost.

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

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

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

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

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

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

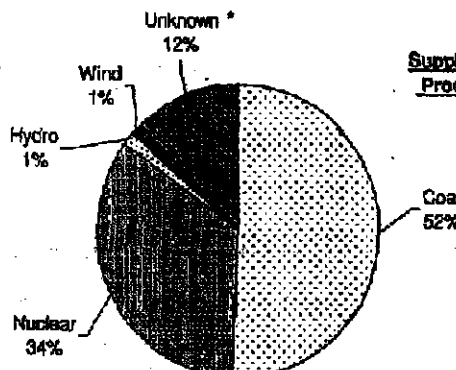
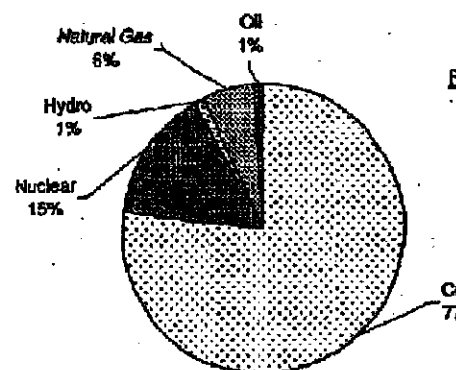
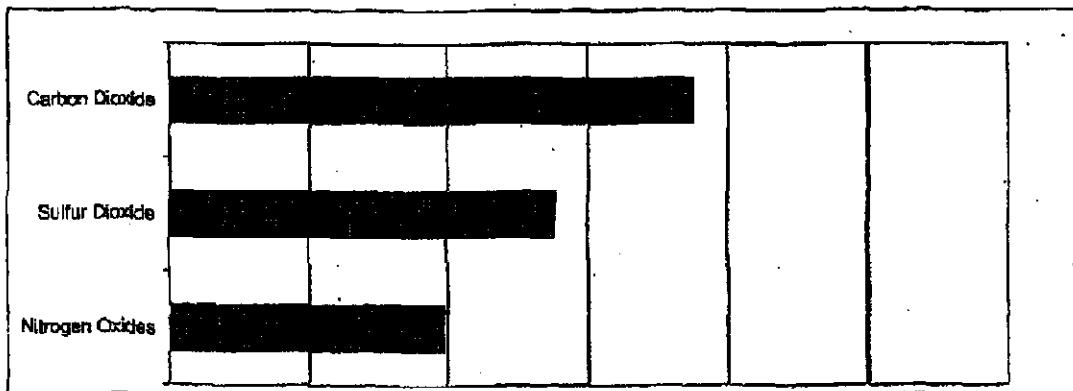
**Who is FirstEnergy Solutions?**

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

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

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

**Environmental Disclosure Information**  
**FirstEnergy Solutions Corp.**  
*Projected Data for the 2010 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>	<div><p><b>Supplier's Product</b></p></div> <div><p><b>Regional</b></p></div>																				
<p>* Includes the purchase of Renewable Energy Credits that FES will make to comply with the OHIO SB 221 Alternative Energy Requirements.</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
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<p><b>Air Emissions-</b></p> <p>A comparison between the air emissions related to this product and the regional average air emissions</p>	<div><p>Regional Average</p></div> <div><table><tr><th>Type :</th><th>Quantity</th></tr><tr><td>High-Level Radioactive Waste</td><td>0.0022 Lbs./1,000 kWh</td></tr><tr><td>Low-Level Radioactive Waste</td><td>0.0004 Ft<sup>3</sup>/1,000 kWh</td></tr></table></div> <p>Note: The generation of this product involves the use of 12% Unknown Purchased Resources. The air emissions and radioactive wastes associated with these unknown resources are not included in these charts.</p>	Type :	Quantity	High-Level Radioactive Waste	0.0022 Lbs./1,000 kWh	Low-Level Radioactive Waste	0.0004 Ft <sup>3</sup> /1,000 kWh														
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<p><b>Radioactive Waste-</b></p> <p>Radioactive waste associated with the product</p>																					

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 "FirstEnergy Corp." at the bottom of the home page) or by phone at 1-888-254-6359.

January 18, 2010

Dear Rittman Electric Customer,

Because your business is located within the community of Rittman, you qualify for discounted savings on your electric generation. Through governmental aggregation, your community has negotiated and secured a special discounted price on electric generation from FirstEnergy Solutions, a subsidiary of FirstEnergy.

To take advantage of this offer, you must complete and return the opt-in form below by February 8, 2010. By doing so, you receive savings of 4 percent off your Price to Compare through April 2012 on your electric generation. You will also continue to receive a single easy-to-read bill and reliable service from your local electric utility – Ohio Edison. FirstEnergy Solutions' charges will be noted on the bill separately, but what you will notice most is the savings.

We are pleased we were able to negotiate this energy dollar savings on your behalf as part of Ohio's new electric law. Be sure to complete and return the attached opt-in form below no later than February 8, 2010.

We know you will appreciate the extra money we are able to return to you through our governmental aggregation program. If you have any questions, call FirstEnergy Solutions at 1-866-636-3749, 8 a.m. – 5 p.m., Monday – Friday.

Sincerely,

City of Rittman

(Reply Card)

Yes! I want to opt-in for savings through the electric governmental aggregation program. ☐ (Please check)

Account Holder Name on Electric Bill \_\_\_\_\_

Electric Service Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Account Holder Signature \_\_\_\_\_

Date \_\_\_\_\_

Mail by February 8, 2010 to Electric Governmental Aggregation Program,  
76 S. Main Street, Akron, OH 44308

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

These Terms and Conditions together with the enrollment information are your agreement for electric generation service with FirstEnergy Solutions Corp. ("FES") if you choose to remain in the community aggregation program by "opting-in" or exercising the right of rescission ("Contract"). Please keep a copy of this agreement for your records.

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

**DEFINITIONS:**

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

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

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

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

**TERMS AND CONDITIONS OF SERVICE**

1. **Eligibility.** Only Residential Customer accounts not enrolled in the Percentage of Income Plan Program (PIPP) and small commercial customers with a peak demand below 389 KW are eligible for this offer from FES. FES reserves the right to refuse enrollment to any customer with an outstanding balance.

2. **Basic Service Prices.** During the term of this Contract, you agree to pay FES for a total combined Transmission, Generation, and Generation Related Charges. You will be billed at the percentage off your EDU Price to Compare per KWh per billing month, as specified in the opt-in notification. Your Price to Compare consists of bypassable transmission, generation and transmission and generation related components, which are charges associated with the costs of purchased power and the cost to deliver the power through the transmission system. These are the charges that you would avoid for that billing period when you switch to FES.

Your price per KWh will vary because it will always be a percent off the Price to Compare, which may change based on any changes made by the EDU in its calculations. In addition to FES' charges, you will be charged by your EDU for distribution and various other charges. FES reserves the right to unilaterally modify this billing format in the event the EDU is unable or unwilling to provide consolidated billing in this format or changes the calculation of the Price to Compare.

In addition to the Generation Charge described above, FES will charge you for any and all fees, costs, and obligations imposed by a Regional Transmission Organization ("RTO"), such as the Midwest ISO or successor organizations, 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"). FES will pass these Midwest ISO/Transmission and Ancillary Charges, which may be variable, through to you and you will receive no discount or percent-off of these Midwest ISO/Transmission and Ancillary Charges.

3. **Length of Agreement.** As a part of your community's program, your service from FES will commence with the next available meter reading and after processing of the enrollment by your EDU, and will continue for the term as specified in the opt-in notification, ending on the meter read for the last month of service. For the period beginning June 2011, the program may be terminated or modified due to unforeseen regulatory action. Should the program be terminated, you will be returned to the standard service offer or its successor.

4. **Billing.** You will continue to receive a single bill from your EDU that will contain both your EDU and FES charges. FES does not offer budget billing. If you do not pay your bill by the due date, FES may cancel this

Agreement after giving you a minimum of fourteen (14) days written notice. Upon cancellation you will be returned to your EDU as a customer. You will remain responsible to pay FES for any electricity used before this Agreement is cancelled, as well as any late payment charges. Further, your failure to pay EDU charges may result in your electric service being disconnected in accordance with the EDU tariff.

6. **Penalties, Fees and Exceptions.** If you do not pay the full amount owed FES by the due date of the bill, FES may charge a 1.5% per month late payment fee.

8. **Cancellation/Termination Provisions.** If this agreement is not rescinded during the rescission period, enrollment will be sent to your EDU. You may terminate this Agreement, without penalty, if you move out of the EDU service territory or into an area where FES will charge a different price. There will be a \$25 charge for residential customers and a \$50.00 charge for commercial customers if you terminate this Agreement for any other reason, except as expressly provided herein. Should you cancel service with FES and return to standard service offer with your EDU, you may not be served under the same rates, terms, and conditions that apply to other EDU customers.

7. **Customer Consent and Information Release Authorization.** By choosing to opt in to your community's aggregation program, you understand and agree to the terms and conditions of this Agreement with FES. You authorize FES to obtain information from the EDU that includes, but is not limited to: billing history, payment history, historical and future electricity usage, meter readings, and characteristics of electricity service. FES reserves the sole right to determine if your credit standing is satisfactory before accepting your enrollment request. This Agreement shall be considered executed by FES following acceptance of your enrollment request by FES, the end of the 7 day rescission period and subsequent acceptance of the enrollment by your EDU.

8. **Contract Expiration.** At least every three years, you will be given the opportunity to opt-in to your community's aggregation program at no cost. You are responsible for arranging for your electric supply upon termination of this Contract.

9. **Dispute Procedures.** Contact FES with any questions concerning the terms of service by phone at 1-888-254-6359 (toll-free) M-F 8AM - 5PM EST or in writing at 341 White Pond Drive, Attn: Contract Administration, Akron, OH 44320. Our web address is [www.firstenergysolutions.com](http://www.firstenergysolutions.com). If your complaint is not resolved after you have called your electric supplier and/or your electric utility, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-688-7826 (toll free) or TTY at 1-800-688-1570 (toll free) from 8:00 am to 5:00 pm weekdays or at [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov). Customers may also call the Ohio Consumers' Counsel (OCC) at 1-877-742-5622 (toll free) from 8:00 am to 5:00 pm weekdays or at [www.pucoco.org](http://www.pucoco.org).

10. **Miscellaneous.** You have the right to request from FES, twice within a 12 month period, up to 24 months of payment history, without charge.

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

FES' environmental disclosure statement is available for viewing on our website - [www.firstenergysolutions.com](http://www.firstenergysolutions.com). You agree that FES will make the required quarterly updates to the statement electronically on our website. We will also provide the information upon request.

FES may assign its rights to another, including any successor, in accordance with the rules and regulations of the PUCO.

FES assumes no responsibility or liability for the following items that are the responsibility of the EDU: operation and maintenance of the EDU's electrical system, any interruption of service, termination of service, or deterioration of the EDU's service. In the event of a power outage, you should contact your local EDU.

Customer is responsible for providing FES with accurate account information. If said information is incorrect, FES reserves the right to reprice the applicable account(s) or terminate the agreement.

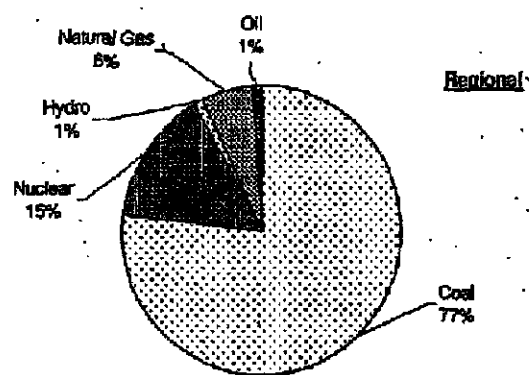
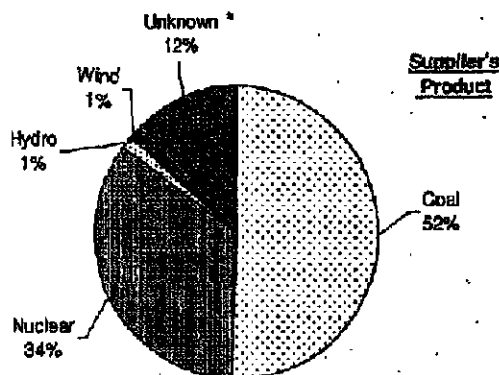
FES reserves the right to return any customer to the EDU if the customer's rate code is changed and the account is no longer eligible for this program.

11. **Warranty.** FES warrants #86 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 2010 Calendar Year

**Generation Resource Mix-**

A comparison between the sources of generation used to produce this product and the historic regional average supply mix.



\* Includes the purchase of Renewable Energy Credits that FES will make to comply with the OHIO SB 221 Alternative Energy Requirements.

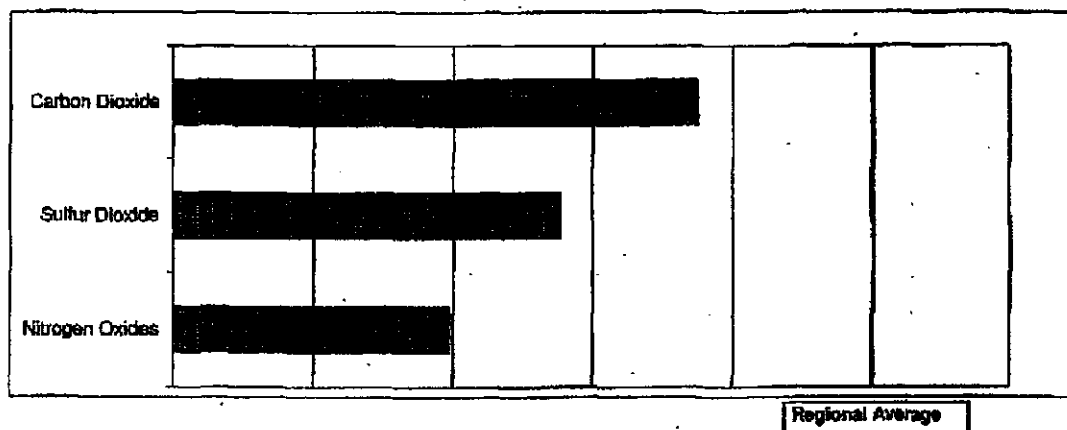
**Environmental Characteristics-**

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

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

**Air Emissions-**

A comparison between the air emissions related to this product and the regional average air emissions



**Radioactive Waste-**

Radioactive waste associated with the product

Type :	Quantity
High-Level Radioactive Waste	0.0022 Lbs./1,000 kWh
Low-Level Radioactive Waste	0.0004 Ft <sup>3</sup> /1,000 kWh

Note: The generation of this product involves the use of 12% Unknown Purchased Resources. The air emissions and radioactive wastes associated with these unknown resources are not included in these charts.

