



**ChamberChoice
Electric
Program
Enrollment
Form**



Yes, please enroll me/my company in the ChamberChoice Electric Program in which FirstEnergy Solutions Corp. (FES) will provide me the special ChamberChoice Electric Program discount* on my generation and transmission service. Limited time offer and subject to eligibility requirements. Please complete and fax this form to 1-866-306-7929.

* ChamberChoice Electric Program discount is available for customers on commercial rate codes GS, H, GS-Small, or GS-Medium with a maximum of one million annual kWh per account. Customers will receive **guaranteed savings** through a variable percent off of the Price to Compare Default Service Rate (PTC), which includes charges for generation and transmission service. The percent off of PTC will change according to the following Pricing Schedule: a PTC of 8.071 and above will result in a **14% discount** off of the PTC; a PTC of 7.741 through 8.070 will result in an **11% discount** off of the PTC; a PTC of 7.371 through 7.740 will result in an **8% discount** off of the PTC; a PTC of 7.081 through 7.370 will result in a **5% discount** off of the PTC; and a PTC of 7.080 cents/kWh and below will result in a **2% discount** off of the PTC. Service to begin in January 2011 and continue through May 2012.

I hereby agree to purchase electricity from FES under the agreement and included terms and conditions contained in the Disclosure Statement. I understand and agree to those terms and conditions and agree to participate in the Electric Choice Program. I acknowledge that I am an authorized representative of the company listed below and I have the authority to make decisions on behalf of the company regarding its electric generation supplier. FES has my permission to obtain my past and current electric usage data.

_____ Electric Account Holder's Name		_____ Title
_____ Electric Account Holder's Signature		_____ Company Name
_____ Date	_____ Phone Number	_____ eMail Address

Accounts to be enrolled

Please include a copy of your electric bill in order to determine eligibility.

Customer Number: (20 digit customer number is located on page 3 of utility bill)

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Meter Number: (up to 10 digits)

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Service address:

City State Zip Rate Code

PN Utility Name

Please fax this form and your electric bill to FirstEnergy Solutions-ChamberChoice at 1-866-306-7929, or scan and email to executedcontracts@ondemandenergy.com.



ChamberChoice

**Electric
Program
Enrollment
Form
Additional
Accounts**

Additional Accounts Enrollment Form

Please attach as many as necessary.

Customer Number: (20 digit customer number is located on page 3 of utility bill)

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Meter Number: (up to 10 digits)

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PN
Utility Name

Service address

City

State

Zip

Rate Code

Customer Number: (20 digit customer number is located on page 3 of utility bill)

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Meter Number: (up to 10 digits)

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Utility Name

Service address

City

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Zip

Rate Code

Please fax this form and your electric bill to **FirstEnergy Solutions-ChamberChoice** at **1-866-306-7929**, or scan and email to **executedcontracts@ondemandenergy.com**.

FirstEnergy Solutions Corp. – Small Commercial Disclosure Statement

This Disclosure Statement together with the enrollment materials are your agreement for electric generation service with FirstEnergy Solutions Corp. ("FES"). Please keep a copy for your records.

FES is licensed by the Pennsylvania Public Utility Commission ("PUC") to offer and supply electric generation services in Pennsylvania. As an Energy Generation Supplier ("EGS"), FES will supply the electric generation to Pennsylvania Electric Company ("Penelec") based on your usage. Penelec, your Electric Distribution Company (EDC) then distributes or delivers the electricity to you. Generation prices and charges are set by the electric generation supplier you have chosen, which is FES. The PUC regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

DEFINITIONS:

Generation Charge – Charge for the production of electricity.

Transmission Charge – Charge for moving high voltage electricity from a generation facility to the distribution lines of an Electric Distribution Company ("EDC").

Distribution Service – Basic service for delivering electricity over a distribution system to a customer from the transmission system.

Business Days: Monday through Friday, excluding holidays.

RTO: Regional Transmission Organization.

RIGHT OF RESCISSION – You have the right to rescind this agreement within three (3) business days after acceptance of this disclosure.

TERMS AND CONDITIONS OF SERVICE

1. Eligibility.

Commercial: Small commercial customer accounts with a peak demand below 199 KW are eligible for this offer from FES. FES reserves the right to refuse enrollment to any commercial customer with an outstanding balance.

2. **Basic Service Prices.** During the term of this Agreement, you agree to pay FES for a total combined Transmission, Generation and Generation Related Charges. For the electric generation provided to you by FES, you agree to pay FES the price specified in the enrollment materials.

You will be billed at a percentage off your EDU Price to Compare per kWh per billing month, depending on the offer you accepted as specified in the enrollment 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. FES' price includes gross receipts tax but not applicable Pennsylvania sales tax, including any and all local tax. As described in the enrollment materials, the PTC and the resulting FES discount to such PTC may change quarterly, or more often, depending upon changes to the Pennsylvania Electric Company Price to Compare Default Service Rate Rider, as approved by the PUC in case number P-2009-2093054. If the PUC approved changes to the Price to Compare Default Service Rate Rider are such that the resulting PTC would require a change in the discount level, as provided by the Pricing Schedule, FES will endeavor, but does not guarantee, to modify the percent discount with your next scheduled meter read date following the publication of the revised Price to Compare Default Service Rate Rider. If action is taken by any State or Federal governmental authority, regulatory agency, court, EDC or any RTO, or similar entity which significantly changes the way FES would serve you under this agreement or imposes new or additional charges, FES may adjust the pricing and/or make such other adjustments that are necessary to accommodate such changes; or, if such adjustment or changes cannot be made FES may terminate this agreement with (30) days notice. If the agreement is terminated, you can return to Penelec or select another generation supplier.

3. **Length of Agreement.** Your service from FES will commence with the next available meter reading following the three (3) day rescission period, and after the acceptance of the enrollment request by FES (at its discretion and consistent with Paragraphs 7 below), and after processing of the enrollment by Penelec, and will continue for the term as specified in the offer materials from FES, ending on the meter read for the last month of service.

4. **Billing.** You will receive a single bill from Penelec that will contain both your Penelec and FES charges. All applicable taxes shall be listed separately on the monthly bill statement in accordance with the State and Local tax law.

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.** You may cancel this agreement with FES during your three (3) day rescission period by calling FES at 1-888-254-6359. If this agreement is not rescinded during the rescission period, enrollment will be sent to Penelec. Confirmation notice of transfer of service will be sent to you by Penelec at which time you may also cancel this Agreement by contacting Penelec within ten (10) calendar days following the postmark date of the confirmation notice.

If you do not pay your bill by the due date, FES may cancel this Agreement after giving you a minimum of ten (10) days written notice. Upon cancellation you will be returned to Penelec 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. You may terminate this Agreement, without penalty, if you move out of Penelec's service territory by providing FES with a thirty (30) day written notice. Commercial: If you terminate this Agreement for any other reason, except as expressly provided herein, you will be charged a termination fee according to the following schedule: \$100 for each account less than 100,000 kWh, \$400 for each account between 100,001 kWh to 400,000 kWh, and \$1500 for each account greater than 400,000 kWh.

7. **Customer Consent and Information Release Authorization.** By choosing to accept this offer for electric generation supply from FES, you understand and agree to the terms and conditions of this Agreement with FES. You authorize FES to obtain information from the EDC 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 3 day rescission period and subsequent acceptance of the enrollment by Penelec.

8. **Agreement Expiration.** If you have a fixed term agreement with us and it is approaching the expiration date or whenever we propose to change our terms of service in any type of agreement, you will receive written notification from us in each of our last three bills for supply charges or in corresponding separate mailings that precede either the expiration date or the effective date of the proposed changes. We will explain your options to you in these three advance notifications. Options may include automatic renewal of the agreement.

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 Dr., B3, Attn: Contract Administration, Akron, OH 44320. Our web address is www.firstenergysolutions.com. Customers may call the PUC if they are not satisfied after discussing the terms with FES at 1-800-PUC-FACT or 1-800-782-1110 from 8:00 am to 5:00 pm weekdays or in writing at P.O. Box 3265, Harrisburg, PA 17105-3265.

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. Information on energy generation sources, energy efficiency, and environmental impacts is available upon customer request. FES may assign its rights to another, including any successor, in accordance with the rules and regulations of the PUC.

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

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.

Contact Information:

Electric Generation Supplier

FirstEnergy Solutions Corp.
341 White Pond Dr. B3
Akron, OH 44320
1-888-254-6359
PA License #A-110078
www.fes.com

Electric Distribution Company/Provider of Last Resort/ Universal Service Program

Pennsylvania Electric Company
2800 Pottsville Pike
PO Box 16001
Reading, PA 19640-0001
1-800-545-7741

Public Utility Commission (PUC)

P.O. Box 3265
Harrisburg, PA 17105-3265
Electric Competition Hotline Number
1-888-PUC-FACT or 1-800-782-1110
www.puc.state.pa.us/utilitychoice