

December 8, 2006

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

RECEIVED-DOCKETING DIV
2006 DEC 11 AM 11:33
PUCO

RE: - Hard copy of faxed Motion for Extension of Certificate Expiration
- Renewal Certification Application - Case #00-2331-EL-GAG

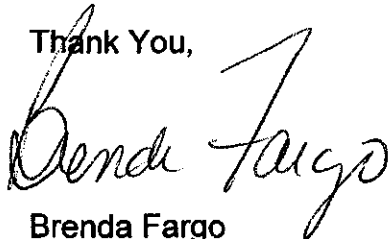
Dear Ms. Jenkins:

Please find attached a hard copy of the previously faxed Motion for Extension of Certificate Expiration Date and Memorandum of Support for the City of Maumee. Please docket this Motion in Case 00-2331-EL-GAG.

Also enclosed is the Renewal Certification Application for the City of Maumee. Please file this under case 00-2331-EL-GAG as well. FirstEnergy Solutions is providing aggregation services to the City and, in this capacity, are filing this information on their behalf.

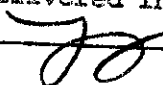
Should there be any questions and/or additional information needs, please contact: Brenda Fargo, Government Aggregation Program Manager, FirstEnergy Solutions, 330-315-6898 or through e-mail at fargob@fes.com.

Thank You,



Brenda Fargo
FirstEnergy Solutions

attachments

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  Date Processed 12-11-06

**BEFORE THE
PUBLIC UTILITIES COMMISSION OF OHIO**

In The Matter of the)
The City of Maumee for Certification) Case No. 00-2331-EL-GAG
As a Governmental Aggregator)

**MOTION FOR EXTENSION OF CERTIFICATE EXPIRATION DATE AND
MEMORANDUM IN SUPPORT**

I. MOTION FOR EXTENSION

Now comes The City of Maumee ("The City of Maumee") and moves that the Public Utilities Commission of Ohio ("Commission") grant an extension of the January 1, 2007, expiration date of its certificate to provide governmental aggregation services. Inadvertently, the City of Maumee did not file an application for renewal of Certificate 01-045 (3) within the 30-120 day advance window set forth in rule 4901:1-27-09 of the Ohio Administrative Code ("OAC"). The City of Maumee will file its renewal application, out of time, on or before December 13, 2005, and the City of Maumee seeks an extension of its certificate's expiration date while the Commission is considering the renewal application.

II. MEMORANDUM IN SUPPORT

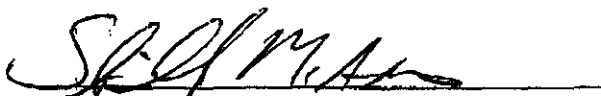
The City of Maumee was granted the authority to provide governmental aggregation services on January 1, 2005, and its current certificate expires on January 1, 2007. Since that time, the City of Maumee has chosen a supplier for the retail electric services for its residents, and power is flowing to its participants under their aggregation program. Unfortunately, due to an inadvertent oversight with regard to the timing for filing, the City of Maumee did not realize

that the advance filing date for its certificate renewal has passed. The City of Maumee will file its renewal application on or before December 13, 2006. While the Commission considers the renewal, the City of Maumee requests an extension of the expiration date of its certificate from January 1, 2007 to January 13, 2007, to allow for the thirty day review period from the December 13, 2006 renewal application filing date.

The City of Maumee's request for an extension is reasonable under the circumstances and should be granted. Should the City's ability to provide aggregation services expire on January 1, 2007, the City of Maumee's aggregation participants would be at a disadvantage in that they would not be able to receive the most competitive electric rate. Although the City of Maumee inadvertently failed to file its renewal application within the 30-120 day window as set forth in Rule 4901:1-27-09 (A), in substance there have been no material changes in the City of Maumee's operation of its aggregation program. Indeed, expect for the automatic expiration date of its Certificate 01-045 (3), the City of Maumee has done nothing that would warrant suspension or rescission of its authority. Since the City of Maumee's dilemma has been caused by an inadvertent oversight, an extension would allow the City to obtain renewal of its certificate without causing inconvenience to its participants. Indeed, extension of the expiration date is necessary to prevent irreparable harm to the City of Maumee and its residents, and would prevent disruption in service to City of Maumee participants. The City of Maumee respectfully submits that an extension of its certificate expiration date is in the public interest.

Wherefore, the City of Maumee respectfully urges the Commission to grant the extension.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "S. J. McAdams", is written over a horizontal line.

The City of Maumee

MARSH MCADAMS LTD.
Attorneys at Law
204 West Wayne Street
Maumee, Ohio 43537
Telephone: (419) 893-4880
Fax: (419) 893-589

Allan J. Brogan
Benjamin F. Marsh
Sheilah H. McAdams
Veronica L. Szozda

Of Counsel:
Stephen A. Schaefer

TELECOPY TRANSMITTAL SHEET

DATE: Dec 7, 2006 FAX: 1-330-315-6899
TO: Branda Fargo
FROM: Sheilah M. Adams

NUMBER OF PAGES TO FOLLOW 3 (Including transmittal sheet)

Please call (419) 893-4880 to report problems in this transmission.

IMPORTANT NOTICE

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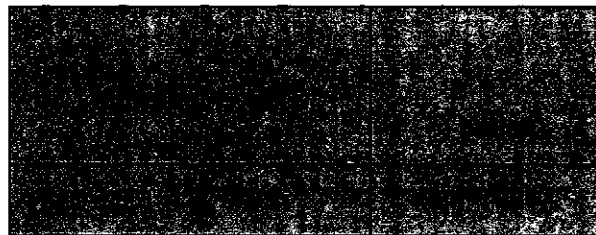
CITY OF MAUMEE AGGREGATION CERTIFICATION RENEWAL APPLICATION

Produced by:

**Brenda Fargo
Government Aggregation Manager
FirstEnergy Solutions, Corp.
395 Ghent Road
Akron, OH 44333**



The Public Utilities Commission of Ohio



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 Maumee, c/o Sheilah H. McAdams, Director of Law
Address 400 Conant Street, Maumee, OH 43537
PUCO Certificate # and Date Certified 01-045 (3) issued 1/105
Telephone # (330) 315-6898 Web site address (if any) www.maumee.org

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 Sheilah H. McAdams
Title Director of Law
Business address 294 West Wayne Street, Maumee, Ohio 43537
Telephone # (419) 893-4880 Fax # (419) 893-5891
E-mail address (if any) SheilahMcA@aol.com

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

Name David C. Hazard
Title Finance Director/Municipal Clerk
Business address 400 Conant Street, Maumee, Ohio 43537
Telephone # (419) 897-7117 Fax # (419) 897-7114
E-mail address (if any) hazarddd@maumee.org

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

Customer Service address 400 Conant Street, Maumee, Ohio 43537
Toll-free Telephone # _____ Fax # (419) 897-7114
E-mail address (if any) hazarddd@maumee.org

Sheilah H. McAdams - Director of Law
Signature of Applicant & Title

Sworn and subscribed before me this 7th day of December, 2006
Month Year

Karen L. Holtz-Crozier
Signature of official administering oath

Karen L. Holtz-CROZIER
Print Name and Title

My commission expires on Jan. 17, 2010



KAREN L. HOLTZ-CROZIER
Notary Public
In and for the State of Ohio
My Commission Expires
Jan. 17, 2010

AFFIDAVIT

State of Ohio :

Maumee ss.
(Town)

County of Lucas :

Sheilah McAdams, Affiant, being duly sworn/affirmed according to law, deposes and says that:

He/She is the Law Director (Office of Affiant) of The City of Maumee (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 it will docket with the Commission's Docketing Division the final opt-out and any supplemental opt-outs (including beginning and ending dates of the 21-day opt-out period and the selected CRES supplier) at a minimum 10 days prior to sending the opt-outs to customers.

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.

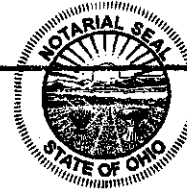
Shirley M. Adams - Director of Law
Signature of Affiant & Title

Sworn and subscribed before me this 7th day of December, 2006
Month Year

Karen L. Holtz-Crozier
Signature of official administering oath

Karen L. Holtz-CROZIER
Print Name and Title

My commission expires on Jan. 17, 2010



KAREN L. HOLTZ CROZIER
Notary Public
In and for the State of Ohio
My Commission Expires
Jan. 17, 2010

EXHIBIT A - 2
AUTHORIZING ORDINANCE

CITY OF MAUMEE, OHIO
RENEWAL FORM
ELECTRIC
AGGREGATION

ORDINANCE NO. 140-2000.

AUTHORIZING ALL ACTIONS NECESSARY TO EFFECT A GOVERNMENTAL ELECTRICITY AGGREGATION PROGRAM WITH OPT-OUT PROVISIONS PURSUANT TO SECTION 4928.20 OF THE OHIO REVISED CODE, DIRECTING THE LUCAS COUNTY BOARD OF ELECTIONS TO SUBMIT A BALLOT QUESTION TO THE ELECTORS, AND DECLARING AN EMERGENCY.

WHEREAS, the Ohio Legislature has enacted electric deregulation legislation ("Am. Sub. S. B. No.3") which authorizes the legislative authorities of municipal corporations, townships, and counties to aggregate the retail electrical loads located in the respective jurisdictions and to enter into service agreements to facilitate for those loads the purchase and sale of electricity; and

WHEREAS, such legislative authorities may exercise such authority jointly with any other legislative authority; and

WHEREAS, governmental aggregation provides an opportunity for residential and small business customers collectively to participate in the potential benefits of electricity deregulation through lower electric rates which they would not otherwise be able to achieve individually; and

WHEREAS, this Council seeks to establish a governmental aggregation program with opt-out provisions pursuant to Section 4928.20 of the Ohio Revised Code (the "Aggregation Program"), for the residents, businesses, and other electric

consumers in the City and in conjunction jointly with any other municipal corporation, township, county or other political subdivision of the State of Ohio, as permitted by law:

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Maumee, Lucas County, Ohio:

SECTION 1. Council finds and determines that it is in the best interest of the City, its residents, businesses, and other electric consumers located within the corporate limits of the City to establish an Aggregation Program within the City. Provided that this Ordinance and the Aggregation Program is approved by the electors of the City pursuant to Section 2 of this Ordinance, the City is hereby authorized to aggregate in accordance with Section 4928.20 of the Ohio Revised Code, the retail electrical loads located within the City, and, for that purpose, to enter into service agreements to facilitate for those loads the sale and purchase of electricity. The City may exercise such authority jointly with any other municipal corporation, township, or county, or the State of Ohio to the full extent permitted by law. The aggregation will occur automatically for each person owning, occupying, controlling, or using an electric load to be aggregated and will provide opt-out rights described in Section 3 of this Ordinance.

SECTION 2. The Director of Law is hereby directed to

negotiate with the Board of Elections of Lucas County the following ballot language or language substantially similar and, thereafter, the Board of Elections is hereby directed to submit the agreed upon question to the electors of the City at the general election on November 7, 2000:

"Shall the City of Maumee have the authority to aggregate the retail electric loads located in the City, and for that purpose, to enter into service agreements to facilitate for those loads the sale and purchase of electricity, such aggregation to occur automatically except where any person elects to opt out, all in accordance with Section 4928.20 of the Ohio Revised Code and Ordinance No. 140-2000 adopted by City Council?"

The Clerk of this Council is instructed immediately to file a certified copy of this Ordinance and the proposed form of the ballot question with the County Board of Elections not less than seventy-five (75) days prior to November 7, 2000. The Aggregation Program shall not take effect unless approved by a majority of the electors voting upon this Ordinance and the Aggregation Program provided for herein at the election held pursuant to this Section 2 and Section 4928.20 of the Ohio Revised Code.

SECTION 3. Upon the approval of a majority of the electors voting at the election provided for in Section 2 of this Ordinance, this Council individually or jointly with any other political subdivision shall develop a plan of operation and governance for the Aggregation Program. Before adopting such

plan, this Council shall hold at least two public hearings on the plan. Before the first hearing, notice of the hearings shall be published once a week for two consecutive weeks in a newspaper of general circulation in the City. The notice shall summarize the plan and state the date, time, and location of each hearing. No plan adopted by this Council shall aggregate the electrical load of any electric load center within the City unless it in advance clearly discloses to the person owning, occupying, controlling, or using the load center that the person will be enrolled automatically in the Aggregation Program and will remain so enrolled unless the person affirmatively elects by a stated procedure not to be so enrolled. The disclosure shall state prominently the rates, charges, and other terms and conditions of enrollment. The stated procedure shall allow any person enrolled in the Aggregation Program the opportunity to opt out of the program every two years without paying a switching fee. Any such person that opts out of the Aggregation Program pursuant to the stated procedure shall default to the standard service offer provided under division (a) of Section 4928.14 or division (d) of Section 4928.35 of the Ohio Revised Code until the person chooses an alternative supplier.

SECTION 4. It is hereby found and determined that all formal actions of this Council concerning and relating to the

passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 5. This Ordinance is hereby declared to be an emergency measure and shall take effect and be in force immediately from and after its passage. The reason for the emergency lies in the fact that this Ordinance is necessary for the immediate preservation of the public peace, health and safety in that the this Ordinance is required to be immediately effective in order to file a certified copy of this Ordinance and the proposed form of the ballot question with the Board of Elections of Lucas County not later than seventy-five (75) days prior to the November 7, 2000 election.

Vote on emergency clause: Yeas 5 Nays 0
Passed as an emergency measure: August 15, 2000.

ATTEST:

Richard L. Huff
Municipal Clerk

James C. Wagoner
Mayor

ORDINANCE NO. 191 -2000.

AUTHORIZING EXECUTION OF GOVERNMENTAL AGGREGATION COOPERATION AGREEMENT WITH THE CITIES OF TOLEDO, OREGON, SYLVANIA, NORTHWOOD, PERRYSBURG, VILLAGE OF HOLLAND, AND LUCAS COUNTY BOARD OF COMMISSIONERS RELATIVE TO A JOINT GOVERNMENTAL ELECTRIC AGGREGATION PROGRAM, AUTHORIZING AND DIRECTING THE ADMINISTRATION TO FILE AN APPLICATION FOR CERTIFICATION AS GOVERNMENTAL ENERGY AGGREGATOR WITH THE PUBLIC UTILITIES COMMISSION OF OHIO, AND DECLARING AN EMERGENCY.

WHEREAS, Ohio Revised Code Section 4928.20 provides that municipal corporations and boards of county commissioners may aggregate the electric loads within their jurisdictions and enter into agreements for the sale of electricity to serve such loads; and

WHEREAS, Ohio Revised Code Section 4928.20 further provides that such municipal corporations and boards of county commissioners may exercise their aggregation authority jointly; and

WHEREAS, the cities of Toledo, Maumee, Sylvania, Oregon, Northwood, and Perrysburg, the village of Holland, and the Lucas County Board of Commissioners desire to jointly exercise their aggregation authority in order to minimize the time and expense of creating an aggregation program and to maximize the potential for rate savings to their residents; and

WHEREAS, it is necessary to immediately begin the work of establishing the joint aggregation program and filing for certification with the Public Utilities Commission of Ohio subject to the approval of the aggregation program by the electorate in order to secure the limited amount of low cost

power available in the Toledo Edison service district:

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Maumee, Lucas County, Ohio:

SECTION 1. The Mayor and Municipal Clerk are hereby authorized and instructed to execute and enter into an agreement with the cities of Toledo, Oregon, Sylvania, Northwood, and Perrysburg, the village of Holland, and the Lucas County Board of Commissioners to establish and operate a joint governmental aggregation program within the borders of the signatory communities.

SECTION 2. The agreement shall provide for the conditional execution of the agreement prior to the certification of the vote of the Maumee electorate for planning and organizational purposes only. In the event that the aggregation issue is disapproved by the Maumee electorate, Maumee's conditional execution shall be revoked and Maumee shall be relieved of all responsibilities, obligations, and benefits under the agreement.

SECTION 3. The Administration is authorized and instructed to obtain certification from the Public Utilities Commission of Ohio to operate a governmental aggregation program.

SECTION 4. The Administration, in conjunction with the other named communities, is authorized to seek proposals from energy marketers to supply the communities' residents with electrical energy under the joint aggregation program.

SECTION 5. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 5. This Ordinance is hereby declared to be an emergency measure and shall take effect and be in force immediately from and after its passage. The reason for the emergency lies in the fact that this Ordinance is necessary for the immediate preservation of the public peace, health and safety in that the this Ordinance is required to be immediately effective in order for the Administration to begin preparations for the creation of a governmental aggregation program within a competitive time frame.

Vote on emergency clause:
Passed as an emergency measure:

Yeas 7 Nays 0
November 6, 2000.

ATTEST:

Richard L. Paff
Municipal Clerk

James L. Haganey
Mayor

EXHIBIT A - 3

OPERATION AND GOVERNANCE PLAN

**CITY OF MAUMEE, OHIO
RENEWAL FORM
ELECTRIC
AGGREGATION**

**CITY OF MAUMEE, OHIO
ELECTRIC AGGREGATION PROGRAM
PLAN OF OPERATION AND GOVERNANCE
As a Member Of The
Northwest Ohio Aggregation Coalition**

For Additional Information Contact:

David C. Hazard at (419) 897-7117

City of Maumee

400 Conant Street

Maumee, OH 43537

hazarddd@maumee.org

Table of Contents

Introduction	4
I. Governmental Aggregation Formation Process	5
1.1 Statutory Requirements	5
1.2 PUCO Certification	5
II. Retail Electric Generation Service Provider	6
III. Aggregation Services	6
IV. Power Supply Agreement	7
V. Rates	7
VI. Credit and Collection Policy	7
6.1 Billing	7
6.2 Payment Terms	7
6.3 Collection Process	8
VII. Enrollment	8
VIII. Opt-out Procedure and Terms	8
8.1 Opt-out Process	8
8.2 Opt-out Privileges	9
8.3 Return to Toledo Edison Service	9
8.4 Switching to Other Suppliers	9
IX. Joining the Program after start-up	9
9.1 New Maumee Residents	9
9.2 Customer Movement Within Maumee	10
9.3 Previously Opted-Out or otherwise Not Enrolled Customers	10
X. Reliability of Service	10
XI. Customer Service	10
XII. Consumer Education	10
XIII. Dispute Resolution	11
XIV. General Provisions	11
14.1 Governing Law	11
14.2 Taxes and Fees	11
14.3 Additional Equipment	12
14.4 Customer Information	12
14.5 Payment History	12
XV. Adoption of Amended Plan of Operation and Governance	12

INTRODUCTION

The City of Maumee, Ohio, together with the participating communities of the Northwest Ohio Aggregation Coalition ("NOAC") developed this Electric Aggregation Program Amended Plan of Operation and Governance ("Amended Plan of Operation") in accordance with the governmental aggregation provisions of Section 4928.20 of the Ohio Revised Code. The Amended Plan of Operation provides, in detail, the services provided under the aggregate, customer rights, terms and conditions of service, rate setting, and aggregate structure and formation.

The Maumee aggregation program is designed to reduce the amount consumers pay for electric energy. The City will not buy or resell the power for the participants of the program. Instead, Maumee will serve as the purchasing agent for the program and will negotiate a contract with a competitive retail electric supplier to provide firm, all-requirements service to the members of its aggregation program. The contract will be for fixed price service to each class of customers at a rate that is lower than the standard offer from Toledo Edison. Customer rights and terms of service are discussed in detail in this Amended Plan of Operation and Governance.

Maumee's Amended Plan of Operation is in adherence with the requirements of Amended Substitute Senate Bill 3 of 2000 as provided in Revised Code Section 4928.20 and the Rules for Competitive and Noncompetitive Retail Electric Service Standards Regarding Governmental Aggregation. The Amended Bill opened Ohio's retail electric market on January 1, 2001, and authorized the combining of multiple electric loads within and by a municipality, an unincorporated township or the unincorporated areas of the county by a board of county commissioners for the purpose of purchasing electric generation and related services in Ohio's competitive retail market. The legislation also provided the Public Utility Commission of Ohio ("PUCO") with authority to promulgate and adopt rules regarding governmental aggregation in Ohio. The City of Maumee's Amended Plan of Operation complies with the requirements of the governmental aggregation rules as issued by the PUCO on August 9, 2001.

A majority of Maumee's residents approved a ballot issue in November of 2000 authorizing the City to form an aggregation whereby electric consumers would be automatically included in a large buying group unless, subject to prior notice, they followed a stated procedure to opt-out. It is Maumee's intent to represent its electric consumers in Ohio's emerging competitive retail electric market. Acting as a purchasing agent for its residents and small businesses, Maumee hereby joins with other participating communities of NOAC and automatically aggregates all eligible electric consumers that do not otherwise opt-out of the aggregate. Maumee, as a member of NOAC, has negotiated the best rates for electric generation and related services for electric consumers within the City. Any electric consumer in Maumee has the ability to decline service, opt-out of the aggregate, and choose the incumbent supplier or any other alternative electric supplier. The State of Ohio allows the Director of the Ohio Department of Development to aggregate electric consumers that participate in the Percentage of Income Payment Plan ("PIPP") throughout Ohio. Accordingly, customers on PIPP at the time of the Opt-out will not participate in Maumee's electric aggregation program.

I. GOVERNMENTAL AGGREGATION FORMATION PROCESS

1.1 Statutory Requirements.

Maumee, as part of NOAC, shall develop and institute an opt-out aggregation. The process of governmental aggregation is set out in Ohio Revised Code Section 4928.20. The section defines two different types of aggregation that may be enacted by a governmental entity -- opt-in aggregation and opt-out aggregation. Opt-in aggregation can occur only with the prior consent of each electric consumer. That is, the consumer must give its consent to be included in the governmental aggregation program, prior to inclusion. Under the opt-out aggregation provisions, all electric consumers within the municipality or township may be automatically included in the governmental aggregation program. However, opt-out aggregation may only occur after the majority of voters within a municipality, an unincorporated township, or other unincorporated areas of the county authorize the formation of the governmental aggregation. The governmental entity must adopt an ordinance or a resolution placing the issue on the ballot and voters must decide the issue in a general or special election. After obtaining majority voter approval, but prior to inclusion in the aggregate, affected customers must be given notice entitling them to affirmatively elect not to be part of the governmental aggregation program. Maumee obtained the support of the majority of its voters and shall automatically include electric consumers within the City's corporate limits in its aggregate, unless such consumers follow a prescribed procedure for opting out. Maumee's opt-out notice, procedure and period are discussed in Section VIII below.

1.2 PUCO Certification.

In addition to requiring the support of the majority of voters within a municipality, an unincorporated township, or the other unincorporated areas of the county, Section 4928.20 of the Ohio Revised Code requires PUCO certification of governmental aggregation programs. In order to obtain PUCO certification, governmental entities are required to complete and file a certification application. To maintain their certified status, governmental aggregators must comply with the PUCO's Competitive and Noncompetitive Retail Electric Service Standards Regarding Governmental Aggregation. Maumee filed for, and has obtained, certification as a Governmental Aggregator. The City, as a member of NOAC, developed this Amended Plan of Operation and Governance in compliance with the PUCO's rules regarding governmental aggregation. With the assistance of its electric generation service supplier, Maumee shall comply with the PUCO's governmental aggregation rules.

II. RETAIL ELECTRIC GENERATION SERVICE PROVIDER

The City has selected WPS Energy Services, Inc. ("WPS") as its electric generation service supplier. Maumee shall serve as the purchasing agent for the City's aggregation program and has delegated to WPS the responsibility implementing the Maumee aggregation program. WPS is certified as a Competitive Retail Electric Service ("CRES") Provider by the PUCO; is eligible to receive Market Support Generation ("MSG") and Non-MSG from FirstEnergy as a signatory to the Stipulation and the Supplemental Agreement arising from the FirstEnergy Transition Plan Case; is a licensed Federal Power Marketer with the FERC; has a Service Agreement for Network Integration Transmission Service under FirstEnergy's Open Access Transmission Tariff; has a Service Agreement under FirstEnergy's Market-based Rate Tariff; has the corporate structure to sell both wholesale and retail firm power; has demonstrated that its Electronic Data

Interchange ("EDI") computer network is fully functional and capable of handling the requirements of the retail electric customers in Maumee; has the marketing ability to reach the retail electric customers in the City and the ability to educate them on the City's aggregation program; has a fully staffed and trained call center capable of handling customer calls related to the City's program; has established a toll-free number as required by the PUCO for customer service and complaints related to the City's aggregation program; and shall assist the City in fulfilling requirements imposed on the Maumee aggregation by the PUCO.

III. AGGREGATION SERVICES

WPS shall serve as Maumee's CRES Provider and with the assistance of the City and/or the City's authorized agent WPS shall perform the following functions regarding Maumee's aggregation program: assist the City in fulfilling PUCO requirements including the filing of required reports and the compliance of this Amended Plan of Operation with PUCO rules; analyze customer information provided by Toledo Edison to identify eligible customers within the City's corporate limits; develop the program's rates, terms and conditions of service and opt-out notices; distribute required notices to electric consumers in Maumee; conduct the opt-out process; notify Toledo Edison of the customers in the City's aggregate; notify customers of service start dates; undertake all EDI responsibilities and interact with FirstEnergy regarding the same; provide customer service and support as discussed herein; develop consumer education materials; comply with the PUCO's environmental disclosure requirements; inform customers that move into the City after program start-up of the program and of their ability to opt-out; address all customer complaints as discussed herein; administer the credit and collection process; provide new program rates at the end of the initial two year term; notify customers of the program's new rates, terms and conditions of service and of their ability to opt-out at no charge at that time; and otherwise implement this Amended Plan of Operation and Governance.

IV. POWER SUPPLY AGREEMENT

Maumee and WPS have entered into a binding Power Supply Agreement for the provision of services to Maumee's aggregated electric consumers. Maumee Ordinance No. 150-2001 authorizes the City's entering such Agreement. The terms and conditions of the Agreement govern the implementation and administration of the City's aggregation program. A copy of the Agreement is attached hereto as Attachment A. A copy of Ordinance No. 150-2001 is attached hereto as Attachment B.

V. RATE SETTING

Maumee, as a participating member of NOAC, and WPS have negotiated rates for the first two (2) years of the four (4) year Maumee-WPS Agreement. The rates are as provided in the Power Supply Agreement and are fixed for the initial two year period. WPS will pay the \$5 switching fee imposed by the local utility. No later than the twenty-first month of service, WPS and Maumee, as a member of NOAC, shall negotiate rates for the final two years of the WPS-supplied program. WPS shall provide rates for the program based primarily on the then current electric power market prices and any MSG or Non-MSG available.

VI. CREDIT AND COLLECTION POLICY

6.1 Billing

Customers will continue to receive a monthly bill from Toledo Edison, which will include charges from WPS for the electric generation portion of their bill. Customers are billed according to their Toledo Edison bill cycle. Toledo Edison bills customers monthly, in 21 billing cycles throughout the month. WPS will use FirstEnergy's rate ready consolidated billing method initially but may perform consolidated billing on behalf of the local distribution company once the PUCO rules regarding the same are finalized. In the event that WPS should decide to separately bill customers for generation charges, it will only do so after obtaining the City's prior approval and after providing prior notification to the customer.

6.2 Payment Terms

Customers are required to pay their entire Toledo Edison bill in a timely manner to avoid late charges and to maintain good standing in the program. All payments are applied to the Toledo Edison portion of the bill first. WPS's charges will be paid after the amount owed to Toledo Edison is paid in full. Failure to pay the full amount due, including WPS's charges, will lead to termination from the program. The Toledo Edison notices will include Toledo Edison's charges to the customer and will not include WPS's charges. WPS's past due notices are discussed below.

6.3 Collection Process

Customers are obligated to keep their accounts current. If WPS does not receive payment by the bill due date and an account balance exceeding \$25.00 remains past due for thirty (30) days at the time of billing, a written ten (10) day Past-Due Notice will be issued. Accounts with a balance exceeding \$25.00 past due sixty (60) days at the time of billing, and that were previously issued a Past Due Notice, will be issued a ten (10) day written Notification of Intent to Terminate Letter. Accounts remaining past due after the ten (10) day Notification of Intent to Terminate letter will be sent a Program Termination and Payment Request Notice. If amounts owed to WPS are not paid in full within fifteen (15) days of issuance of the Program Termination and Payment Request Notice, accounts with balances exceeding \$25.00 past due will be terminated from the Aggregation Program and returned to Toledo Edison. Customers with accounts returned to Toledo Edison for non-payment are obligated to pay WPS the remaining balance on the account.

Customer accounts continuing as past due after termination from the program due to nonpayment may be turned over to a collection agency and reported to the credit bureau, after ten (10) days' written notification.

VII. PROGRAM ENROLLMENT

Maumee's electric aggregation is an "opt-out" aggregation program. Accordingly, customers will be automatically included in the City's aggregation program unless they comply with the program's opt-out procedure discussed in Section VIII below. Customers who wish to participate and remain in the City's aggregate need not take any action. These customers will be automatically enrolled in Maumee's program. Enrollment shall commence with the start of service and shall continue for a two (2) year period. Customers will be notified by WPS when service under the program will begin which shall coincide with the switch from their current supplier.

VIII. OPT-OUT PROCEDURE AND TERMS

8.1 Opt-out Process

WPS will implement the opt-out process on behalf of the City of Maumee and participating members of NOAC. Prior to commencement of service, WPS will utilize customer information provided by Toledo Edison to notify all eligible retail electric consumers in the City of their right to opt-out of Maumee's Electric Aggregation Program. Eligible Consumers shall be residential or commercial customers in the City that are not otherwise designated by Toledo Edison as PIPP customers at the time of the Opt-out Period or are otherwise deemed ineligible to participate in the City's Aggregation Program. Eligible Consumers will receive by mail a notice disclosing: the Program's rates; terms and conditions of service; general information related to the Program; and the City's membership and association with NOAC. The notice shall clearly provide instructions on how to opt-out of the program, which shall be by returning a postcard or calling a designated number. The Opt-out Period shall be a twenty-one (21) day period. Eligible Consumers shall have twenty-one (21) days from the date of the postmark on the notice to indicate their intent to opt-out. Eligible Consumers that do not follow the prescribed opt-out procedure shall be automatically included in the program. It is the customer's responsibility to notify WPS if they are inadvertently switched and are not a Toledo Edison customer in the NOAC participating communities listed above. WPS shall notify Toledo Edison/FirstEnergy of Maumee's Eligible Consumers to be switched to service under the Program.

8.2 Opt-out Privileges

Maumee's Toledo Edison customers may opt-out of the City's Aggregation Program at no charge under the following circumstances: a) during the initial opt-out period; b) at the end of the two year Enrollment Period; c) if they move from their current place of residence to a new place within NOAC they will automatically be terminated from the program until the next quarterly refresh; or d) if WPS's rates exceed those in Toledo Edison's Standard Service Offer. Participants that desire to opt-out of the City's aggregation program any other time may be subject to a \$25 switching fee.

8.3 Return to Toledo Edison Service

Customers that opt-out of Maumee's Aggregation Program will default to Toledo Edison's Standard Service Offer, until the consumer selects an alternate generation supplier.

8.4 Switching to Other Suppliers

Aggregation Program participants that switch to a different generation supplier after the expiration of the enrollment period will be allowed to do so in correlation with the consumer's next scheduled meter read date. Switching to a different generation supplier on the next meter read date, however, will occur when the next meter read date is 13 business days or more from the date of the consumer's notice of intent to opt-out of the Aggregation Group. If notification is less than 13 days this may result in the consumer being with their current supplier or WPS for an additional 1-2 months. Consumers choosing to switch, outside of the opt-out period, may be subject to a \$25 switching fee. Notification of intent to opt-out of the Aggregation Group may be made by contacting WPS by telephone or in writing.

IX. JOINING THE PROGRAM AFTER START-UP

9.1 New Maumee Residents

Residential customers that move into Maumee after the conclusion of the initial Opt-out Period shall have the opportunity to join the City's Aggregation Program at the rates provided in the Power Supply Agreement. These customers may call WPS for information on joining the program. WPS will conduct a quarterly Opt-out Period subject to receipt of new customer information from Toledo Edison. WPS will inform new residents of the City's automatic aggregation program and of their right to opt-out of the Program. The Opt-out Period shall be twenty-one (21) days. The two (2) year enrollment term shall be modified to conclude with that of the general Maumee aggregation pool.

9.2 Customer Movement Within Maumee

Maumee's Aggregation Program participants that move from one location to another within the corporate limits of the City shall retain their participant status at the Power Supply Agreement price. However, these customers reserve the right to opt-out of the program at no cost if they change their place of residence. If the customer moves within the NOAC area they will be terminated from the program and will revert back to Toledo Edison until the next quarterly refresh. At that time they will be given an opportunity to re-join the program at the previous rate.

9.3 Previously Opted-Out or otherwise Not Enrolled Customers

Toledo Edison customers in the City of Maumee may join the City's Aggregation Program after the expiration of the initial Opt-out Period by contacting WPS. Enrollment and service activation shall be subject to the written policies of WPS. Rates for such customers shall be at the Power Supply Agreement price, or at a market-based price, subject to the policies of WPS.

X. RELIABILITY OF ELECTRIC SERVICE

For the protection of retail electric consumers in Ohio, the PUCO has adopted rules governing the minimum service, quality, safety, and reliability practices for local utilities like Toledo Edison. The rules provide standards for inspection, maintenance, repair, and replacement of the transmission and distribution lines of each local utility. The rules also impose standards on utilities such as Toledo Edison for system operation, reliability, and safety during emergencies and disasters. Toledo Edison will continue to maintain and service its electric transmission and distribution facilities in the City of Maumee. The only thing that changes for the Toledo Edison consumers in Maumee that participate in the Aggregation Group is the generation supplier. For the members in the City's Electric Aggregation Program, the generation supplier is WPS Energy Services, Inc.

XI. CUSTOMER SERVICE

WPS shall provide a fully staffed, 24 hour a day, customer service staff. The staff will address local questions or concerns related to the program. Maumee's customers may call toll free to: 1-888-600-8735. Customers may contact WPS in writing at its Cleveland Ohio office at: WPS Energy Services, Inc., Bank One Center, 600 Superior, Suite 1300, Cleveland, OH 44114.

XII. CONSUMER EDUCATION

WPS will develop a retail electric competition consumer education plan for retail electric consumers in Maumee and the other participating members of NOAC. The education plan will focus on the needs of Toledo Edison customers in the NOAC, but may also address any unique retail electric competition educational needs of Maumee's customers. WPS will, where practicable, provide consumer education messages that are consistent with the messages of FirstEnergy, Toledo Edison's local campaign, and the statewide consumer education program.

XIII. DISPUTE RESOLUTION

WPS will attempt to resolve all customer complaints in a timely and good faith manner. Initial response to the customer's concern will occur within five (5) calendar days of complaint. WPS will investigate customer complaints received from the Public Utilities Commission of Ohio (PUCO) and provide a status report to the customer and the PUCO within five (5) calendar days. If an investigation into a complaint received from the customer or a complaint referred by the PUCO is not completed within fourteen (14) calendar days, then a status report will be given to the customer, and, if applicable, the PUCO. These status reports will be given every five (5) calendar days until the investigation is complete, unless the action that must be taken takes longer than five (5) days and the customer has been notified. Final results of a Commission-referred complaint will be provided to the PUCO either orally (phone) or in writing (e-mail, written correspondence), no later than five (5) calendar days after the investigation is completed. The final results will be provided in writing to the customer no later than five (5) calendar days after the investigation is completed. Customers retain the right to contact the PUCO regarding complaints and disputes. WPS will provide customers with the current address, telephone numbers, including TDD/TTY telephone numbers, of the PUCO. Records of customer complaints will be retained for one (1) year after the occurrence of the complaint. A copy of the complaint record will be provided to the PUCO within five (5) days, if requested.

XIV. GENERAL PROVISIONS

14.1 Governing Law

Service under the Aggregation Program shall be governed by the provisions of these Rules and Regulations, the City's Electric Aggregation Program Amended Plan of Operation and Governance, the City-WPS Power Supply Agreement, the Codified Ordinances of the City of Maumee, Ohio, and the rules and regulations of the Public Utilities Commission of Ohio.

14.2 Taxes and Fees

Any taxes, duties, fees or charges levied against WPS by any governmental or regulatory entity or passed through to WPS by capacity or energy shall be passed through by WPS and paid by the customer. WPS shall provide the customer written notice and detailed description of such charges if such information has not been included in previous communications.

14.3 Additional Equipment

If additional metering or monitoring equipment is required by Toledo Edison, such metering or monitoring equipment shall be installed at customer's expense. Customer shall cooperate as necessary with installation of additional metering or monitoring equipment.

14.4 Customer Information

Neither the City nor WPS shall release an Aggregation Program participant's social security number or account number without the program participant's written consent. WPS shall not release information on customers that have opted out of the program without the prior written consent of the customer.

14.5 Payment History

Aggregation Program customers shall have the right to request, without charge, from WPS the customer's payment history for a period of up to twenty-four (24) months.

XV. ADOPTION OF AMENDED PLAN OF OPERATION AND GOVERNANCE

This Amended Plan of Operation and Governance shall be subject to the adoption of Maumee City Council. A copy of the City's Ordinance No. 151-2001 adopting this Amended Plan of Operation is attached hereto as Attachment C.

Further modifications to the Amended Plan of Operation and Governance after adoption will require approval of Maumee City Council.

XVI. COMMERCIAL SERVICE PROVIDED BY FIRSTENERGY SERVICES, INC.

Consistent with the Provisions of this Amended Plan of Operation and Governance and with the Power Supply Agreement entered into with WPS Energy Services, Inc. referenced in Section IV herein, the City and FirstEnergy Services, Inc. ("FES") have entered into an agreement to provide aggregated electric generation service to the Program's commercial consumers. Ordinance No. 151-2001 authorized the City to enter into the Master Agreement to Provide Services to an Aggregated Group with FES, which provides service to any of the Program's commercial electric consumers whose demand does not exceed 300 kW. Sections II through XIV, inclusive, of this Plan shall not be applicable to the provision of services under the Master Agreement for its Term; with the exception that conduct of the Opt-Out provided for in the Master Agreement shall be done consistent with the twenty-one (21) day Opt-Out Period provided for in Section 8.1 herein. To the extent that there is any discrepancy between this Plan and the Master Agreement, the terms and provisions of the Master Agreement shall govern the City's Program as to commercial electric consumers for the Agreement's Term. A copy of the Master Agreement is attached hereto as Attachment D.

Exhibit A-4
Automated Aggregation Disclosure

October 28, 2005

Dear Commercial Electric Customer:

Your community, as a member of the Northwest Ohio Aggregation Coalition (NOAC), is providing your business with the opportunity to save money on its electric bills by joining with other businesses. Through a concept called governmental aggregation, savings are achieved by grouping consumers to gain buying power for the purchase of electricity. Local voters approved this program in November 2000. NOAC is a group of nine communities who are working together to provide lower electric rates to their residents and businesses.

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

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

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

If you want to be excluded from your community's electric government aggregation program, you must return the enclosed "opt-out" form by November 18, 2005. If you do not opt out at this time, you will be enrolled in the program for the next twenty-four months. Your electric savings will begin after your paperwork has been completed and your switch has been finalized. Please note that if you do not opt out and are not currently a FirstEnergy Solutions customer, you will receive a letter from Toledo Edison advising you of your impending switch to FirstEnergy Solutions. If you wish to remain in the program, you do not need to do anything with that letter. You will also be offered the chance to opt out of this and future programs at least every two years without penalty. **Note that if you switch back to Toledo Edison, you may not be served under the same rates, terms and conditions that apply to other customers served by Toledo Edison.**

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

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

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

Sincerely,

Your Local Officials

P.S. Remember to return the opt-out form only if you do not want to participate in the small commercial electric aggregation program.

OPT-OUT FORM – ELECTRIC GOVERNMENT AGGREGATION PROGRAM

SMALL BUSINESS

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

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

☐

(Check box to opt out.)

Service address (city, state, zip:) _____

Phone number: _____

Account holder's signature: _____ Date: _____

**Mail by November 18, 2005 to: Commercial Electric Government Aggregation Program, 395 Ghent Road,
Suite 408, Akron, Ohio 44333**

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

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

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

RIGHT OF RESCISSION – If Customer does not opt out and becomes a participant in the community program, the Customer's EDU will send a confirmation notice of the transfer of service. Customer may cancel this Contract within seven (7) calendar days following the postmark date of the confirmation notice from the Electric Distribution Utility ("EDU") by calling the EDU or by written notice to the EDU, which is effective on the postmark date. If Customer cancels, the EDU will give Customer a cancellation number. The Right of Rescission only applies when Customer switches suppliers. It does not apply when Customer renews a Contract. The EDU will not send a confirmation notice for Contract renewals.

DEFINITIONS

Generation Service – Production of electricity.

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

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

TERMS AND CONDITIONS OF SERVICE

- 1. Basic Service Prices.** During the term of this Contract, for all electric generation delivered by FES to Customer, Customer agrees to pay FES the price specified in the opt-out notification.

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

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

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

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

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

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

2. **Length of Contract.** Service under this Contract, as a part of Customer's community's program, will begin with the next available meter reading after the processing of Customer request by the EDU and FES, as determined by the EDU, and will continue for the Term as specified in the opt-out notification, ending on the meter read for the last month of service.
3. **Billing.** The EDU will bill Customer monthly for both FES services and EDU services on a combined monthly bill. All applicable taxes shall be listed separately on the monthly bill statement in accordance with State and Local tax law. Each account shall be billed as 0% exempt from such taxes until valid Ohio Sales and Use Tax Exemption Certificate has been received by the EDU. FES does not offer budget billing.
4. **Penalties, Fees and Exceptions.** If Customer does not pay the full amount that the Customer owes FES by the due date of the bill, Customer will be charged a 1.5% late payment charge per month.
5. **Cancellation/Termination Provisions.** If Customer does not pay bill by the due date, FES may cancel this Contract after giving Customer a minimum of fourteen (14) days written notice. Customer may be returned to EDU and forfeit the right to choose another CRES provider until arrearages are paid in full. Customer will remain responsible to pay FES for any electricity used before this Contract is cancelled, as well as all late payment charges on past due amounts. Customer may terminate this Contract, without penalty, if Customer moves out of the current EDU service territory or into an area where FES will charge a different price, by providing FES with a thirty (30) day written notice. ***There will be a \$25 charge if Customer terminates this Contract for any other reason, except as expressly provided herein.***
6. **Contract Expiration.** Customer is responsible for arranging for its supply of electricity upon termination of this Agreement. If this Agreement is terminated prior to the end of 2008, if Customer has not selected another supplier, Customer will be returned to the Electric Utility and will be charged market price for its electric generation service from the Electric Utility as approved by the PUCO in Case No. 03-2144-EL-ATA.
7. **Service by EDU.** This Contract automatically terminates on the same date that electric service from the EDU is disconnected or discontinued. If this should occur, please contact FES to discuss Customer options.
8. **Dispute Procedures.** Contact FES with any questions concerning the terms of service by phone at 1-888-254-6359 (toll-free) M-F 7AM – 7PM EST or in writing at 395 Ghent Road, Attn: Contract Administration, Akron, OH 44333. Our web address is www.firstenergysolutions.com. Customers may call the PUCO if they are not satisfied after discussing the terms with FES at 1-800-686-PUCO (7826) (toll-free) or 614-466-3292 or for TDD/TTY toll-free at 1-800-686-1570 or 1-614-466-8180 from 8:00 am to 5:00 pm weekdays or in writing at 180 E. Broad Street, Columbus, OH 43215-3793 or visit the PUCO website at www.PUCO.ohio.gov. Customers may also call the Ohio Consumers' Counsel (OCC) toll free at 1-877-742-5622 from 8:30 am to 5:30 pm weekdays or visit the OCC website at www.pickocc.org.
9. **Customer Consent.** By choosing not to opt-out of Customer's community's program Customer understands and agrees to the terms and conditions of this Contract with FES. This Contract shall be considered executed by FES following the end of the 21 day opt-out period and the 7 day rescission period if Customer does not opt-out or, and subsequent acceptance by Customer's EDU.
10. **Miscellaneous.**
 EDU may charge Customer switching fees.
 Customer has the right to request from FES, twice within a 12 month period, up to 24 months of payment history, without charge. FES will not release Customer Social Security Number and/or account number(s) without Customer's written consent, except for purposes of commercial collection, credit reporting, participation in Universal Service Fund or assignment of a customer to another CRES provider.
 An **Environmental Disclosure** Form has been included with this Contract.
 FES may assign its rights to another, including any successor, in accordance with the rules and regulations of the PUCO.
 By accepting this Contract, Customer is authorizing the EDU to provide FES with information about Customer account. This information includes, but is not limited to, billing history, historical and future usage, meter readings and types of service.
 FES assumes no responsibility or liability for the following items that are the responsibility of the EDU: operation and maintenance of the EDU's electrical system, any interruption of service, termination of service, or deterioration of the EDU's service. In the event of a power outage, Customer should contact the EDU at the number specified by the EDU.
 If Customer account information provided to FES by Customer is incorrect, FES reserves the right to reprice the applicable account(s) or terminate the contract.
11. **Warranty.** FES warrants title and the right to all electricity sold hereunder. THE WARRANTIES SET FORTH IN THIS PARAGRAPH ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

EXHIBIT A - 4

**AUTOMATIC AGGREGATION DISCLOSURE
"OPT-OUT FORM"**

**CITY OF MAUMEE, OHIO
RENEWAL FORM
ELECTRIC
AGGREGATION**

October 28, 2005

Dear Commercial Electric Customer:

Your community, as a member of the Northwest Ohio Aggregation Coalition (NOAC), is providing your business with the opportunity to save money on its electric bills by joining with other businesses. Through a concept called governmental aggregation, savings are achieved by grouping consumers to gain buying power for the purchase of electricity. Local voters approved this program in November 2000. NOAC is a group of nine communities who are working together to provide lower electric rates to their residents and businesses.

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

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

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

If you want to be excluded from your community's electric government aggregation program, you must return the enclosed "opt-out" form by November 18, 2005. If you do not opt out at this time, you will be enrolled in the program for the next twenty-four months. Your electric savings will begin after your paperwork has been completed and your switch has been finalized. Please note that if you do not opt out and are not currently a FirstEnergy Solutions customer, you will receive a letter from Toledo Edison advising you of your impending switch to FirstEnergy Solutions. If you wish to remain in the program, you do not need to do anything with that letter. You will also be offered the chance to opt out of this and future programs at least every two years without penalty. **Note that if you switch back to Toledo Edison, you may not be served under the same rates, terms and conditions that apply to other customers served by Toledo Edison.**

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

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

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

Sincerely,

Your Local Officials

P.S. Remember to return the opt-out form only if you do not want to participate in the small commercial electric aggregation program.

OPT-OUT FORM – ELECTRIC GOVERNMENT AGGREGATION PROGRAM

SMALL BUSINESS

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

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

☐

(Check box to opt out.)

Service address (city, state, zip:) _____

Phone number: _____

Account holder's signature: _____ Date: _____

**Mail by November 18, 2005 to: Commercial Electric Government Aggregation Program, 395 Ghent Road,
Suite 408, Akron, Ohio 44333**

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

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

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

RIGHT OF RESCISSION – If Customer does not opt out and becomes a participant in the community program, the Customer's EDU will send a confirmation notice of the transfer of service. Customer may cancel this Contract within seven (7) calendar days following the postmark date of the confirmation notice from the Electric Distribution Utility ("EDU") by calling the EDU or by written notice to the EDU, which is effective on the postmark date. If Customer cancels, the EDU will give Customer a cancellation number. The Right of Rescission only applies when Customer switches suppliers. It does not apply when Customer renews a Contract. The EDU will not send a confirmation notice for Contract renewals.

DEFINITIONS

Generation Service – Production of electricity.

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

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

TERMS AND CONDITIONS OF SERVICE

1. **Basic Service Prices.** During the term of this Contract, for all electric generation delivered by FES to Customer, Customer agrees to pay FES the price specified in the opt-out notification.

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

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

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

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

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

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

2. **Length of Contract.** Service under this Contract, as a part of Customer's community's program, will begin with the next available meter reading after the processing of Customer request by the EDU and FES, as determined by the EDU, and will continue for the Term as specified in the opt-out notification, ending on the meter read for the last month of service.
3. **Billing.** The EDU will bill Customer monthly for both FES services and EDU services on a combined monthly bill. All applicable taxes shall be listed separately on the monthly bill statement in accordance with State and Local tax law. Each account shall be billed as 0% exempt from such taxes until valid Ohio Sales and Use Tax Exemption Certificate has been received by the EDU. FES does not offer budget billing.
4. **Penalties, Fees and Exceptions.** If Customer does not pay the full amount that the Customer owes FES by the due date of the bill, Customer will be charged a 1.5% late payment charge per month.
5. **Cancellation/Termination Provisions.** If Customer does not pay bill by the due date, FES may cancel this Contract after giving Customer a minimum of fourteen (14) days written notice. Customer may be returned to EDU and forfeit the right to choose another CRES provider until arrearages are paid in full. Customer will remain responsible to pay FES for any electricity used before this Contract is cancelled, as well as all late payment charges on past due amounts. Customer may terminate this Contract, without penalty, if Customer moves out of the current EDU service territory or into an area where FES will charge a different price, by providing FES with a thirty (30) day written notice. ***There will be a \$25 charge if Customer terminates this Contract for any other reason, except as expressly provided herein.***
6. **Contract Expiration.** Customer is responsible for arranging for its supply of electricity upon termination of this Agreement. If this Agreement is terminated prior to the end of 2008, if Customer has not selected another supplier, Customer will be returned to the Electric Utility and will be charged market price for its electric generation service from the Electric Utility as approved by the PUCO in Case No. 03-2144-EL-ATA.
7. **Service by EDU.** This Contract automatically terminates on the same date that electric service from the EDU is disconnected or discontinued. If this should occur, please contact FES to discuss Customer options.
8. **Dispute Procedures.** Contact FES with any questions concerning the terms of service by phone at 1-888-254-6359 (toll-free) M-F 7AM – 7PM EST or in writing at 395 Ghent Road, Attn: Contract Administration, Akron, OH 44333. Our web address is www.firstenergysolutions.com. Customers may call the PUCO if they are not satisfied after discussing the terms with FES at 1-800-686-PUCO (7826) (toll-free) or 614-466-3292 or for TDD/TTY toll-free at 1-800-686-1570 or 1-614-466-8180 from 8:00 am to 5:00 pm weekdays or in writing at 180 E. Broad Street, Columbus, OH 43215-3793 or visit the PUCO website at www.PUCO.ohio.gov. Customers may also call the Ohio Consumers' Counsel (OCC) toll free at 1-877-742-5622 from 8:30 am to 5:30 pm weekdays or visit the OCC website at www.pickocc.org.
9. **Customer Consent.** By choosing not to opt-out of Customer's community's program Customer understands and agrees to the terms and conditions of this Contract with FES. This Contract shall be considered executed by FES following the end of the 21 day opt-out period and the 7 day rescission period if Customer does not opt-out or, and subsequent acceptance by Customer's EDU.
10. **Miscellaneous.**

EDU may charge Customer switching fees.

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

An Environmental Disclosure Form has been included with this Contract.

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

By accepting this Contract, Customer is authorizing the EDU to provide FES with information about Customer account. This information includes, but is not limited to, billing history, historical and future usage, meter readings and types of service.

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

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

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