

FILE

LEATHERMAN & WITZLER
LAW OFFICES
353 ELM STREET, PERRYSBURG, OHIO 43551-2167
(419) 874-3536
Fax: (419) 874-3899

A Tradition Of Service To The Community Since 1950

WAYNE M. LEATHERMAN
KAY LEATHERMAN HOWARD

EARL N. WITZLER, RETIRED

**TODD HAMILTON NOLL
PAUL A. SKAFF

**Also licensed to practice in the State of Florida

RECEIVED-DOCKETING DIV
2009 JAN 20 AM 11:21
PUCO

January 20, 2009

Public Utilities Commission of Ohio
Att: Edith Binford
FAX: 614-466-0313

Re: CASE #: 02-²⁵⁵⁴~~2554~~-GA-GAG

Dear Ms. Binford,

Thank you for your assistance with respect to the Village of Holland's Renewal Certification Application. As we have discussed I have included with this fax Ordinance #: 45-2002, certified by the Clerk of the Council of the Village of Holland, adopted in October, 2002 reflecting the May 7, 2002 Primary Election Results in which the voters of the Village of Holland approved the gas aggregation issue on the ballot that date. I have also included the May 7, 2002 Primary Election Results taken from the Lucas County Board of Elections evidencing the voters passage of said issue. Finally, I have included the IGS Energy Opt-Out Notice per our discussions.

I hope this information satisfies the Commission and will result in the renewal of the Villages Certification.

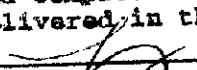
If you need further information or have questions please feel free to contact me.

Sincerely,


Paul A. Skaff

Assistant Solicitor for the Village of Holland

PAS/ks
encl.

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 1-20-09

02-2554-GA-GAG
Exhibit B-1

ORDINANCE NO. 45-2002

AN ORDINANCE AUTHORIZING THE APPLICATION FOR GOVERNMENTAL AGGREGATORS AND
DECLARING AN EMERGENCY.

WHEREAS, the Village of Holland, Lucas County, Ohio, has enacted Ordinance No. 6-2002 which granted authority to the Village of Holland to establish a governmental natural gas aggregation program with opt-out provisions pursuant to Ohio Revised Code Section 4929.26; and,

WHEREAS, it is necessary that the Public Utilities Commission of Ohio grant certification to governmental aggregators; and,

WHEREAS, the aggregation of natural gas loads may enable the Village of Holland to obtain a favorable price for natural gas that will benefit its citizens; and,

* WHEREAS, the voters of the Village of Holland have given their authority to the Village of Holland to become an opt-out aggregator; and,

WHEREAS, the Village of Holland has adopted a plan of operation in governance;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF HOLLAND, LUCAS COUNTY, OHIO, THAT:

SECTION 1. This Council declares its intention to act as an opt-out aggregator under which the Village will automatically aggregate, subject to opt-out provisions, the natural gas loads located within the Village limits pursuant to Ohio Revised Code Section 4929.26.

SECTION 2. This Council authorizes the application for certification for governmental aggregators to the Public Utilities Commission of Ohio.

SECTION 3. Council designates Councilperson Mary Visco as the Village's contact person for regulatory or emergency matters.

SECTION 4. The Council hereby appoints Councilperson Mary Visco as the Village's contact person for Ohio Public Utilities Commission staff use in investigating customer complaints.

SECTION 5. It is hereby found and determined that all formal actions of the 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 any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements including section 121.22 of the Revised Code of Ohio.


SECTION 6. This Ordinance is declared to be an emergency measure and shall be in force and effect from and after its passage. The reason for the emergency lies in the fact that the same is necessary for the immediate preservation of the public peace, health, safety, and property and for the further reason of putting the natural gas aggregation into effect promptly.

Vote on emergency measure: 6 Ayes 0 Nays 0 Abstain
Vote on passage: 6 Ayes 0 Nays 0 Abstain
Passed this 21 day of October, 2002.

THIS DOCUMENT
CERTIFIED TO BE A TRUE
AND CORRECT COPY OF
THE ORIGINAL


Lee Irons, President of Council

Attest:


Lynn Krasula, Clerk-Treasurer

Approved:


Mike Yunker, Mayor

02-2554-GA-GAG
Exhibit B-1

HELIXDP

LUCAS COUNTY VOTE TABULATION SYSTEM

MON, JUN 24, 2002, 11:14 AM

TOTAL VOTERS : 63

MAY 7, 2002 PRIMARY ELECTION RESULTS

SPRINGFIELD 1

TOTAL REGISTERED: 716 6.8%

	Democrats	32	Republicans	20	Issues Only
Governor/ Lt. Governor	T. Hagan / C. Tavares	25 100.0%	B. Taft / J. Bradley	16 100.0%	1. Evergreen Schools-1.15 mills For: 23 yrs, 2.2M bond issue Agnat: construction & renovation
Attorney General	L. Herington	19 100.0%	J. Petro	16 100.0%	2. Otsego Schools- 1% Tax Levy For: add'l, perm. curr. expenses Agnat:
Auditor of State	Knipe Smith	18 100.0%	B. Montgomery	17 100.0%	3. Lucas County - 2005 .5 mill, For: add'l, operations, 5 yrs Agnat:
Secretary of State	B. Flannery	19 100.0%	Blackwell	13 100.0%	4. City of Toledo- Local Option Yes: Ward 13, Precinct N No:
Treasurer of State	R. Blackshear M. Boyle	4 16.0% 21 84.0%	J. Debers	12 100.0%	5. City of Toledo- Local Option Yes: Ward 13, Precinct N No:
Congress - 5th District	Anderson (WI)	100.0%	Daneshroder P. Gillmor	0	6. City of Toledo- Local Option Yes: Ward 13, Precinct N No:
Congress - 9th District	M. Raptur	29 100.0%	E. Emery	11 100.0%	7. City of Toledo- Local Option Yes: Ward 18, Precinct C No:
Justice-Supreme Ct. 1-1-03	T. Black	16 100.0%	M. O'Connor	15 100.0%	8. Holland Village - For: Gas Aggregation Issue Agnat:
Justice-Supreme Ct. 1-2-03	J. Burnside	16 100.0%	E. Stratton	11 100.0%	9. Swanlon Village .5% Tax Levy For: add'l, perm., improvements Agnat:
6th Dist Appeals Ct. 2-9-03	C. Wittenberg	18 100.0%	J. Lanefinger	14 100.0%	10. Providence Township- 5 mills For:
6th Dist Appeals Ct. 2-10-03	A. Singer	21 100.0%	R. Pollex	11 100.0%	
2nd Dist Central Comm - Men	A. Baldwin D. Gliese	10 71.4% 4 28.6%	P. Hoag P. Kirner	4 40.0% 6 60.0%	
2nd Dist Central Comm Women	J. Barlos M. Murray	14 60.9% 9 39.1%	L. Mcbee D. Talage C. Woodward	4 30.8% 8 61.5% 1 7.7%	
11th Dist Central Comm Men	J. Ford	100.0%	M. Griswold W. Jennings C. Perkins	0	

*

You will see no change in your service from Columbia. You will, however, see an indication on your bill that states your natural gas was supplied by IGS. Columbia will remain your natural gas utility and will still do all billing and meter readings. Columbia will continue to deliver the gas to your home. Any current Columbia billing options, such as budget billing or automatic withdrawal will remain intact. Columbia will also be your contact if you ever smell gas or have other problems with your gas service.

Regardless of you choosing to participate in this program, the PUCO has taken careful steps to ensure that the rules governing Ohio's deregulated utility environment are safe for consumers. In doing so, you can be assured that your participation in the program will result in absolutely no change in the level of service that you have come to expect from Columbia. Columbia will continue to maintain the distribution system that pipes the gas to your home. The only difference is that your gas supply will come from a very reliable natural gas marketing company, IGS.

Please thoroughly review the enclosed terms and conditions of this offer. If you have any questions, call IGS toll-free at 1-800-280-4474 or visit www.igsenergy.com. IGS has trained representatives ready to answer any questions. You can also find out more information about the deregulated natural gas industry by visiting the PUCO website at www.puc.state.oh.us or calling at 1-800-688-7828.

IF YOU DO NOTHING YOU WILL AUTOMATICALLY BE ENROLLED IN THE \$0.035 PER CCF OFF THE GCR PROGRAM THROUGH MARCH 2009. IF YOU WISH TO DISCONTINUE YOUR PARTICIPATION IN THE PROGRAM YOU MUST RETURN THE ATTACHED OPT- OUT CARD OR CALL IGS AT 1-800-280-2274 TO CANCEL.

If you have any questions, please call IGS from 8:00 a.m. to 8:00 p.m., Monday through Friday, at 1-800-280-4474 and indicate you are a consumer in a NOAC community.

Thank you for your participation in your community's Governmental Opt-Out Natural Gas Aggregation Program
Sincerely

Interstate Gas Supply, Inc.
and the individual communities of the
Northwest Ohio Aggregation Coalition (NOAC).

You are not eligible to participate in this program if you are currently enrolled in the PIPP program.

Tear along dotted line

NOTICE

Return the "Opt-Out" form only if you do not want to participate in the NOAC Natural Gas Aggregation Program.

OOH 35 GCR NOAC 0309

Must Be Received by November 13, 2007

to:

Natural Gas Governmental Aggregation Program

P.O. Box 9060

Dublin, Ohio 43017-0960

Form #VR COH 35GCR NOAC 0309**Customer Terms & Conditions****Keep for your records**

Term: The term of this agreement will begin within one to two billing cycles of enrollment by the NGDC and will continue through my March, 2009 billing cycle. Interstate Gas Supply, Inc. (IGS) will supply the commodity portion of my natural gas and Columbia Gas of Ohio (COH) will be my Natural Gas Distribution Company (NGDC). I can contact the IGS choice department by phone 1-800-280-4474 by fax 614-823-0470 or in writing at P.O. Box 9060, Dublin, OH 43017 or through their web site at <http://www.igsenergy.com>

Enrollment: Upon expiration of the opt-out twenty-one (21) day period, Interstate Gas Supply, Inc. (IGS) shall notify the NGDC to transfer gas service, for a start to commence within one (1) to two (2) billing cycles of such expiration period. I will begin service upon the first meter read date after receipt and acceptance by the NGDC of notice of my enrollment in the program.

Regulatory: The COH Customer Choice Program and your Government Aggregator are subject to ongoing Public Utilities Commission of Ohio (PUCO) jurisdiction and I understand that if The Aggregation Program is terminated, this agreement will be terminated without penalty to me.

Billing: For my convenience I will receive only one bill, which will be issued by COH and will contain IGS' gas price plus sales tax and all of COH's transportation and other applicable charges. I agree to continue to pay COH for the entire gas bill under COH's payment terms and conditions. If I pay under the check free or budget bill payment plan, I understand that this service is available and will continue to remain available to me. However, IGS reserves the right to issue an invoice to me directly and if so this invoice will contain IGS' gas price plus sales tax and may also include all of COH's transportation and other applicable charges. I authorize IGS to obtain my billing, payment and usage history. IGS may terminate this agreement with fourteen days written notice should I fail to pay the bill or meet any agreed-upon payment arrangements. I may request, at no charge, up to 24 months of my payment history for services rendered by IGS. IGS will not release my social security number or account number to any other third party without my consent except for the purpose of enrolling my account or obtaining payment history. I authorize IGS to obtain my billing payment and usage history from the NGDC.

Dispute Resolutions: In the event of a billing dispute I should contact COH at the number listed on their bill for issues regarding volume or metering. For other questions about pricing I should contact IGS at 1-800-280-4474. If my questions are not resolved after I have called IGS, I may call the PUCO toll free at 1-800-688-7828 or 1-614-468-3282, or for TDD/TTY toll free at 1-800-688-1570 or 1-614-468-8180, from 8:00 a.m. to 5:00 p.m. weekdays, or visit the PUCO website at www.puco.ohio.gov. Residential customers may also contact the Office of the Ohio Consumer's Counsel (OCC) toll free at 1-877-742-5822 from 8:30 a.m. to 5:30 p.m. weekdays or visit the OCC website at www.hickocc.org.

Jurisdiction: If a dispute cannot be resolved in the above fashion I agree that any legal action involving any and all disputes arising under or relating to this agreement shall be brought in a court of the State of Ohio sitting in Franklin County, Ohio, the Public Utilities Commission of Ohio in Columbus Ohio, or in the United States District Court for the Southern District of Ohio sitting in Columbus, Ohio. I submit to the personal jurisdiction of such courts and irrevocably waive any and all objections that I now have or might in the future have to any and all such courts as the proper forum for any and all actions arising under or related to this agreement. This agreement shall be interpreted and enforced according to the laws of the State of Ohio, without giving effect to its choice of law principles.

Price: My price will be calculated each month to be at least \$0.035 per CCF less than COH's Gas Cost Recovery ("GCR") each month through my March, 2009 billing cycle. I will be responsible for all applicable taxes and all charges assessed by COH for gas transportation and all other applicable charges and adjustments by COH for delivery of gas including any applicable switching fees that may apply under COH's tariff.

Renewal: Approximately 45 days before the expiration of this contract, your Governmental Aggregator will notify you of any renewal information or program changes.

Rescission Period: I understand that if I am not already enrolled with IGS under another program, COH will send me a confirmation notice of transfer of service and that I will have seven days from the confirmation postmark date to rescind my enrollment with IGS. If I want to rescind I should contact COH in writing or by calling them at the number listed on the confirmation notice.

Cancellation: I may cancel this agreement, with no charge to me, at any time during the 7-day rescission period. Either party may cancel this agreement before the expiration by giving thirty days written notice and pay a twenty-five dollar (\$25.00) cancellation fee. If I switch my services back to the NGDC or another supplier then this agreement will be terminated and I agree to pay the twenty-five dollar cancellation fee.

Assignment: This contract is assignable by IGS without my consent subject only to any regulatory approvals. IGS will use its best efforts to give the NGDC and me thirty days written notice prior to any assignment.

Moving: If I move to another address outside of the COH service territory this agreement will automatically terminate with no penalty to either party. If I move to another address within COH's service territory either party may terminate this agreement with no penalty. If I do not cancel I agree that IGS may, at its option, automatically continue this agreement at my new address under my new COH account number and I hereby authorize IGS to enroll me. Furthermore if IGS is unable to determine my account number I agree to provide my new account number to IGS upon their request. If IGS is unable to obtain my account number or is unable to enroll me at my new address within 120 days then this agreement will automatically terminate with no penalty to either party.

Eligibility: This agreement is for residential and small commercial customers and IGS reserves the right at any time to terminate service to customer locations that consume more than 500 MCF per year and return the customer to COH with no penalty to either party. Furthermore, participation in the program is subject to the rules of COH, your Government Aggregator, and the Public Utilities Commission of Ohio. Additionally, customers are sometimes terminated either in error or for being in arrears. In such instances I can contact COH to correct the problem and be reinstated in the program. Regardless of the reason for termination, in no case will the original term be extended for months that I was unable to participate nor will IGS have any liability for any early termination or for any months that I was unable to participate in the program.

Limitation of Liability: IGS assumes no liability or responsibility for losses or consequential damages arising from items associated with the NGDC including, but not limited to: operations and maintenance of their system; any interruption of service; termination of service; or deterioration of service, nor does IGS assume responsibility or liability for damages arising from any in-home or building damages and in addition shall not be responsible for any indirect, consequential, special or punitive damages whether arising under contract, tort (including negligence or strict liability) or any other legal theory.