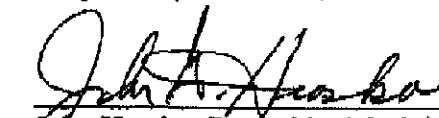


for filing. Township did not realize that the advance filing date for its certificate renewal has passed. Township filed its renewal application on August 28, 2009. While the Commission considers the renewal, Township requests an extension of the expiration date of its certificate until September 30, 2009, to allow for the thirty day review period.

Township's request for an extension is reasonable under the circumstances and should be granted. Should Township's ability to provide aggregation services be terminated, its consumers would be at a disadvantage in that they would not be able to receive the competitive natural gas price through the aggregation. Although Township 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 Township's operation of its aggregation program. Indeed, except for the automatic expiration date of its Certificate 07-125 (1), Township has done nothing that would warrant suspension or rescission of its authority. Since Township's dilemma has been caused by an inadvertent oversight, an extension would allow it to obtain renewal of its certificate without causing inconvenience to its consumers. Indeed, extension of the expiration date is necessary to prevent irreparable harm to Township and its consumers, and would prevent disruption in service to Township residential and small commercial consumers. Township respectfully submits that an extension of its certificate expiration date is in the public interest.

Wherefore, Township respectfully urges the Commission to grant the extension.

Respectfully submitted,


John Hrosko, Township Administrator
Perryburg Township, Ohio



		ORIGINAL GAG
		Case Number
		07 - 168 - GA-GAG

RENEWAL CERTIFICATION APPLICATION OHIO NATURAL GAS GOVERNMENTAL AGGREGATORS

Please type or print all required information. Identify all attachments with an exhibit label and title (*Example: Exhibit B-1 - Authorizing Ordinance*). All attachments should bear the legal name of the Applicant. Applicants should file completed applications and all related correspondence with the Public Utilities Commission of Ohio, Docketing Division, 13th Floor, 180 East Broad Street, Columbus, Ohio 43215-3793.

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

SECTION A - APPLICANT INFORMATION

A-1 Renewal Applicant information:

Legal Name Perrysburg Township, Ohio
 Address 26609 Lime City Road, Perrysburg, OH 43551
 Telephone No. 419-872-8881 Web site address www.perrysburgtownship.us
 Current PUCO Certificate Number 07-125 Effective Dates March 24, 2007 thru March 24, 2009

A-2 Contact person for regulatory or emergency matters:

Name Mr. John G. Hrosko Title Township Administrator
 Business Address 26609 Lime City Road, Perrysburg, OH 43551
 Telephone No. 419-872-8861 Fax No. 419-872-8889 Email Address admin@perrysburgtownship.us

A-3 Contact person for Commission Staff use in investigating customer complaints:

Name Mark Frye, Palmer Energy Title Consultant to Customer
 Business address Palmer Energy Company, Inc. 241 N. Superior, Toledo, OH 43604
 Telephone No. 419-539-9180 Fax No. 419-539-8185 Email Address mfrye@palmerenergy.com

A-4 Applicant's address and toll-free number for customer service and complaints:

Customer service address Perrysburg Township, 26609 Lime City Road, Perrysburg, OH 43551
 Toll-Free Telephone No. IGS 877-444-7427 Fax No. 419-872-8889 Email Address admin@perrysburgtownship.us

(Ohio Natural Gas Governmental Aggregator Renewal) Page 1 of 3

SECTION B - APPLICANT AUTHORITY AND AGGREGATION PROGRAM INFORMATION

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED

- B-1 Exhibit B-1 "Authorizing Ordinance,"** provide a copy of the adopted ordinance or resolution that reflects voter authorization to form a governmental aggregation program pursuant to Sections 4929.26 and 4929.27 of the Ohio Revised Code.
- B-2 Exhibit B-2 "Operation and Governance Plan,"** provide a copy of the applicant's plan for operation and governance of its aggregation program adopted pursuant to Sections 4929.26(C) or 4929.27(B) of the Revised Code. The Operation and Governance Plan should include all information pursuant to Rule 4901:1-28-03 of the Ohio Administrative Code.
- B-3 Exhibit B-3 "Automatic Aggregation Disclosure Notification,"** if the aggregation program provides for automatic aggregation in accordance with Section 4929.26(A) of the Revised Code, provide a copy of the disclosure notification required by Section 4929.26(D) of the Revised Code,
- B-4 Exhibit B-4 "Opt-Out Notice,"** provide a draft copy of the applicant's opt out notice that comports with the Opt-Out disclosure requirements pursuant to Rule 4901:1-28-04 of the Ohio Administrative Code. *(Ten days prior to public dissemination, the applicant shall docket with the Commission, the finalized Opt-Out notice that provides or offers natural gas aggregation service.)*
- B-5 Exhibit B-5 "Experience,"** provide a detailed description of the applicant's experience and plan for: providing aggregation services *(including contracting with consultants, broker/aggregators, retail natural gas suppliers)*; providing billing statements; responding to customer inquiries and complaints; and complying with all applicable provisions of Commission rules adopted pursuant to Section 4929.22 of the Ohio Revised Code and contained in Chapter 4901:1-29 of the Ohio Administrative Code.

Applicant Signature and Title

Sworn and subscribed before me this 28th

day of August

Township Administrator

Month 2009

Year

John G. Hrosko, Township Administrator

Signature of official administering oath

Print Name and Title

My commission expires on



Anne C. Schenk
 ANNE C. SCHENK
 Notary Public, State of Ohio
 My Commission Expires April 22, 2013
 Recorded in Wood County



The Public Utilities Commission of Ohio

Ohio Natural Gas Governmental Aggregation
Affidavit Form
(Version 1.07)

In the Matter of the Application of)

Perrysburg Township, Ohio)

for a Certificate or Renewal Certificate to Provide)
Natural Gas Governmental Aggregation Service in)
Ohio.)

Case No. 07-188 -GA-GAG

County of Wood
State of Ohio

John G. Hrosko, Township Administrator

[Affiant], being duly sworn/affirmed, hereby states that:

- (1) The information provided within the certification or certification renewal application and supporting information is complete, true, and accurate to the best knowledge of affiant.
- (2) The applicant will timely file an annual report of its intrastate gross receipts and sales of hundred cubic feet of natural gas pursuant to Sections 4905.10(A), 4911.18(A), and 4929.23(B), Ohio Revised Code.
- (3) The applicant will timely pay any assessment made pursuant to Section 4905.10 or Section 4911.18(A), Ohio Revised Code.
- (4) Applicant will comply with all applicable rules and orders adopted by the Public Utilities Commission of Ohio pursuant to Title 49, Ohio Revised Code.
- (5) Applicant will cooperate with the Public Utilities Commission of Ohio and its staff in the investigation of any consumer complaint regarding any service offered or provided by the applicant.
- (6) Applicant will comply with Section 4929.21, Ohio Revised Code, regarding consent to the jurisdiction of the Ohio courts and the service of process.
- (7) Applicant will inform the Public Utilities Commission of Ohio of any material change to the information supplied in the certification or certification renewal application within 30 days of such material change, including any change in contact person for regulatory or emergency purposes or contact person for Staff use in investigating customer complaints.
- (8) Affiant further sayeth naught.

Affiant Signature & Title

John G. Hrosko, Administrator

Township Administrator

Sworn and subscribed before me this 28th day of August.

Month 2009 Year

John G. Hrosko, Township Administrator

Signature of Official Administering Oath

Anne C. Schenk

Print Name and Title

ANNE C. SCHENK

Notary Public, State of Ohio

My Commission Expires April 22, 2013

Recorded in Wood County Ohio Natural Gas Governmental Aggregator Renewal) Page 3 of 3



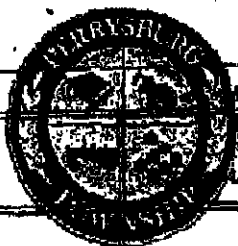
Exhibit B-1

Resenter de Pallet

Authorizing Ordinance

0245

RECORD OF RESOLUTIONS



PERRYSBURG TOWNSHIP TRUSTEES

Blank Co. Form No. 30045

28809 Lima City Road

Perrysburg, Ohio 43551-4298

(419) 872-8861

Passed

FAX (419) 872-8868

www.perrysburgtownship.us
 TRUSTEES
 CRAIG Labore
 ROBERT MACK
 GARY BOTTEN

 FISCAL OFFICER
 SHIRLEY A. HARR

 ADMINISTRATOR
 JOHN G. THORSKO

RESOLUTION 2006-13

Page 1 of 1

At the July 12, 2006 Regular meeting Perrysburg Township Trustees Craig LaHart
 Moved to: Adopt Resolution 2006- 13

Whereas, the Ohio General Assembly enacted House Bill 9 which authorizes governmental aggregation of natural gas supply services to rate payers; and

Whereas, the legislation permits a township to act as an aggregator of the natural gas load of its citizens who have not selected a competitive supplier; and

Whereas, the aggregation of natural gas loads may enable Perrysburg Township to obtain a favorable price for natural gas that will benefit its citizens; and

Whereas, it is necessary to submit the question of whether Perrysburg Township shall automatically aggregate and purchase natural gas for customers within the township to a vote of the electorate; and

Whereas, if voters give authority to Perrysburg Township to become an opt-out aggregator, Perrysburg Township will adopt a plan of operation and governance and commercial aggregation services and may do so in conjunction jointly with any other municipal corporation, township, county, or other political subdivision, as permitted by law; and it is therefore,

Resolved by the Board Of Trustees of Perrysburg Township, that the Perrysburg Township Board of Trustees declares its intention to act as an opt-out aggregator under which Perrysburg Township will automatically aggregate, subject to opt-out procedures, the natural gas loads located within the unincorporated areas of township limits pursuant to Ohio Revised Code section 4929.26. Perrysburg Township may exercise such authority jointly with any other municipal corporation, township, county or other political subdivision to the full extent permitted by law.

Be it further Resolved that the Wood County Board of Elections is directed to submit to the electors of Perrysburg Township at the next general election on November 7, 2006, the question of whether or not Perrysburg Township shall automatically aggregate and purchase natural gas for the retail loads within the unincorporated areas of the Township pursuant to Ohio Revised Code section 4929.26, pursuant to the following drafted language or similar language acceptable to the Wood County Board of Elections thereto:

Shall Perrysburg Township have the authority to aggregate the competitive retail natural gas service for the retail natural gas loads that are located within the unincorporated areas of the township?

0246

RECORD OF RESOLUTIONS OFFICE OF



No. 30045

PERRYBURG TOWNSHIP TRUSTEES

26609 Lime City Road
Perryburg, Ohio 43551-4298

(419) 872-8881

FAX: (419) 872-8889

www.perryburgtownship.us

TRUSTEES

CRAIG LANOTE

ROBERT MACK

GARY BITTEN

FISCAL OFFICER

YEAR SHIRLEY A. HAAR

ADMINISTRATOR

JOHN E. HROSKO


Page 2 of 2

section 4929.26, then Perryburg Township shall prepare a plan of operation and governance and 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 Township.

Be it further resolved that the Perryburg Township Administrator has given said copy to the Township Fiscal Officer who is hereby directed to immediately certify a copy of this resolution to the Wood County Board of Elections.

Be it further resolved that it is hereby found and determined that all formal actions of the Board of Trustees concerning and relating to the passage of this Resolution were adopted in an open meeting of this Board and that all deliberations of this Board were in meetings open to the public, in compliance with all legal requirements.

I, the undersigned Fiscal Officer of Perryburg Township, Wood County, Ohio, do hereby certify that the above is a true copy of a resolution adopted by the Board of trustees of Perryburg Township, wood County, Ohio on the 18th day of July 2006.


Shirley A. Haar, Fiscal Officer
Perryburg Township


SECONDED BY: Gary Bitten


Robert Mack, Chairman

Vote: YDX


Craig Lanote, Trustee

Vote: YES


Gary Bitten, Trustee

Vote: YES



OFFICE OF

PERRYSBURG TOWNSHIP TRUSTEES

26609 Lima City Road
Perrysburg, Ohio 43551-4298
(419) 872-8861

FAX: (419) 872-8889

www.perrysburgtownship.us

TRUSTEES
CRAIG LAHOTE
ROBERT MACK
GARY BRITTON

FISCAL OFFICER
SHIRLEY A. HAAR

ADMINISTRATOR
JOHN G. HROSKO

**RESOLUTION NO. 2007-
PERRYSBURG TOWNSHIPS OPERATION AND GOVERNANCE
PLAN FOR A GOVERNMENTAL GAS AGGREGATION
PROGRAM**

The Trustees of Perryburg Township pursuant to Sections 4929.26(C) or 4929.27(B) of the Revised Code due hereby adopt this Operation and Governance Plan pursuant to Rule 4901:1-28-03 of the Ohio Administrative Code.

Exhibit B-2

Perrysburg Township
Operation & Governance Plan
for Natural Gas Aggregation

Adopted by

Perrysburg Township Board of Trustees

Date:

02/17/2007

Exhibit B-2

PERRYSBURG TOWNSHIP

PLAN OF OPERATION AND GOVERNANCE FOR NATURAL GAS AGGREGATION

**ADOPTED BY
PERRYSBURG TOWNSHIP BOARD OF TRUSTEES**

Date: 02/12/2007

Resolution

OVERVIEW

At the November 7, 2006 general election, local residents authorized the Perrysburg Township Board of Trustees ("Board") to create an opt-out Natural Gas Aggregation Program ("Aggregation Program") for Perrysburg Township ("Township") in compliance with Section 4929.26 of the Ohio Revised Code. Under the opt-out Natural Gas Aggregation Program, all eligible natural gas consumers within the unincorporated areas of the Township will be automatically included in the Aggregation Program initially. However, all consumers will also be given the opportunity to opt-out or decline participation in the Aggregation Program as set out below in more detail.

The Township's purpose in creating the Aggregation Program is to represent local consumer interests in emerging competitive natural gas markets by aggregating natural gas loads within the unincorporated areas and negotiating more affordable natural gas supplies and other related services on behalf of local consumers. The Township may pursue this purpose individually or in cooperation with other governmental entities.

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

1. Description of Services

The Township will not buy and resell natural gas, but will represent collective consumer interests to set terms and conditions for service. Through a competitive selection process, the Township will develop and negotiate a contract with a CRNGS Provider or Providers. The contract will contain mutually agreeable price terms for natural gas supplies and other related services. The Township may pursue this purpose individually or in cooperation with other governmental entities. Perrysburg Township plans on joining the Northwest Ohio Aggregation Coalition (NOAC). Perrysburg Township will thus be able to draw on the experience and expertise of NOAC. However, Perrysburg Township is the aggregator not NOAC.

NOAC uses Palmer Energy Company a professional energy consultant to develop and administer its program.

In order to identify the natural gas supplier, the Township may bid, seek requests for proposal, or take other competitive measures suited to current market conditions. The Township may also seek to be added to existing and proposed NOAC contracts. The Township also reserves the right to enter into contracts with other governmental entities other than NOAC or to act solely on its own. Once the contract has been finalized, it will be submitted to the Perrysburg Township Board of Trustees for approval.

The Aggregation Program covers the natural gas supply portion only of a participant's natural gas bill. Columbia Gas of Ohio ("COH") will continue to deliver natural gas to Aggregation Program

participants' homes and businesses through its natural gas distribution system as a monopoly function regulated by the Public Utilities Commission of Ohio ("PUCO"). COH will also continue to install, operate and maintain its system of pipelines, Rights of Way, meters and other natural gas distribution components. Aggregation Program participants should continue to call COH if their natural gas is interrupted or if they have billing questions. The PUCO will continue to oversee COH natural gas safety and reliability service standards.

Oversight and development of the Aggregation Program will be the responsibility of the Administrator with the advice of the Township Solicitor. The Administrator shall report to the Township Board of Trustees, keep the Board of Trustees fully advised, and submit for its approval all contracts and plans for approval.

Due to the complexity of the natural gas utility industry and the uncertainties of its associated restructuring activities, the Township is joining NOAC and will enter into an agreement with Palmer Energy. The Township reserves the right to terminate this arrangement and to use another professional energy consultant. The Township may reach an agreement with NOAC or with another consultant or consultants to provide the necessary expertise to represent the Township's interest in legislative and regulatory matters and/or to serve as the Aggregation Program Manager. Such services may include, but are not limited to, facilitating consumer enrollment and opt-out, assisting with consumer education, addressing consumer questions and concerns, providing reports on program operation, enrollment, negotiating future CRNGS Provider contracts, and representing the Township in dealings with CRNGS Providers, COH, the Ohio Legislature, the PUCO and the Ohio Consumer's Counsel ("OCC").

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

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

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

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

All consumers within the Township's unincorporated areas shall be eligible to participate in the Aggregation Program subject to the terms and conditions described herein, Ohio law, PUCO rules and regulation governing natural gas service, and COH approved tariffs.

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

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

The Township developed this Plan of Operation and Governance in compliance with Ohio law regarding opt-out aggregation of natural gas consumers, including two public hearings prior to its adoption.

The Perrysburg Township Board of Trustees shall approve through resolution the Aggregation Program's Plan of Operation and Governance in accordance with Ohio Revised Code Section 4929.26. Amendments to the Plan of Operation and Governance may be subject to Perrysburg Township Board of Trustees approval and filing with the PUCO.

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

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

The Aggregation Program may be discontinued upon the termination or expiration of the CRNGS Provider contract without any extension, renewal or subsequent contract being executed. In the event of Aggregation Program termination, each participant will receive notification at least sixty (60) days prior to such program termination and could return to COH General Service Rate or select another approved CRNGS Provider.

2. Determination of Rates

The Township will not buy and resell natural gas to Aggregation Program participants. The Township will aggregate natural gas loads within the Township's unincorporated areas. Through a competitive selection process, the Township will develop and negotiate a contract with a CRNGS Provider or Providers. The contract will contain mutually agreeable price terms for reliable natural gas supplies and other related services. The Township may pursue this purpose individually or in cooperation with other governmental entities. It is contemplated that the Township will join with the Northwest Ohio Aggregation Coalition (NOAC) who uses a professional energy consultant to develop and administer its program. The Township may seek to be added to existing and proposed NOAC contracts for natural gas and related services, but also reserves the right to enter into contracts on its own or with other governmental entities. Once the contract has been finalized, it will be submitted to the Perrysburg Township Board of Trustees for approval. Contracts will be monitored by the Township on behalf of consumers.

CRNGS Providers will supply information on natural gas supply charges by COH customer rate classification or other appropriate pricing category as approved by the Township. All natural gas supply charges will be fully and prominently disclosed in consumer enrollment materials and will be subject to approval by the Perrysburg Township Board of Trustees.

The Township will contract only with a CRNGS Provider or Providers that meet at a minimum the following criteria:

- Certified CRNGS Provider by the PUCO;
- Registered with COH;
- Have a service agreement under COH Gas Transportation Service Tariff;
- Successfully completed Electronic Data Interchange (EDI) computer system testing with COH and that CRNGS Provider's EDI computer system is capable of effectively processing Aggregation Program EDI transactions in a timely manner;
- Meet standards of creditworthiness established by the Township;
- Have a customer call center capable of effectively handling participants' questions, concerns and disputes in a timely manner using a toll-free telephone number;
- Hold the Township harmless from any financial obligations arising from offering natural gas and/or energy-related services to Aggregation Program participants.

It is anticipated that the CRNGS Provider's contract will run for a fixed period (i.e., one to five years) and will contain all pricing, charges, switching fees, etc. in clear and understandable terms.

It is the Township's goal that The CRNGS Provider's rates will include an administrative fee, which shall (if implemented) be collected on behalf of the Township to fund the implementation and administration of the Township's Aggregation Program. This administrative fee will be reflected be collected as agreed among the NOAC member communities, currently it is a cost adjustment in the billings. The administrative fee will be adjusted annually to cover the Township's cost of administering the program. Further, the Township reserves the right to change how the fee is collected or to do so in a way different than NOAC.

COH assigns customer rate classifications, character of service and associated regulated rates subject to PUCO approved tariffs. In addition to the CRNGS Provider's gas service charges, consumers will continue to be billed for COH service and delivery charges. Although the Township may participate in regulatory proceedings and represent the interests of consumers regarding these regulated rates, it cannot assign or alter customer rate classifications.

3. Plan for Providing Opt-out Notice

Initially, each eligible consumer within the Township's unincorporated areas will be automatically included in the Aggregation Program. However, prior to actual enrollment each consumer will receive a notice from the Township detailing the Aggregation Program's rates, terms and conditions.

Each consumer will then have a 21-day period to opt-out of or decline to participate in the Aggregation Program without charge. Consumers opting out of the program will remain on Columbia Gas of Ohio's (COH) established tariff rates until such time as they select an approved CRNGS Provider. A similar opt-out period will be offered every two years during which time consumers can leave the Aggregation Program without paying a switching fee.

4. Process for Determining the Pool of Customers

After contract approval by the Perrysburg Township Board of Trustees, the CRNGS Provider will work with the Township and COH to identify all eligible consumers within the Township's unincorporated areas.

All eligible consumers will be notified of the rates, charges and other terms and conditions of participation in the Aggregation Program and that they will be automatically enrolled in the Aggregation Program unless they "opt-out" or decline participation in the program. Consumers will be given a 21-day period in which to notify the Supplier that they wish to opt-out or decline participation in the Aggregation Program.

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

Consumers enrolled in the Aggregation Program by the CRNGS Provider will receive a letter from COH notifying them of their enrollment. Consumers will have a recession period of seven (7) calendar days to notify COH of any objection to their enrollment in the Aggregation Program. COH will notify the CRNGS Provider of consumer objections or any reason that a consumer was not enrolled in the Aggregation Program.

Customers who meet the following criteria will become Members of the aggregation program:

- Are not currently buying gas from another supplier;
- Are up to date with their bill payments;
- Have not opted out of the program;
- Currently have service with COH;
- Are classified as non-mercantile;
- Have not exercised their right of rescission, or;
- Are not on the Percentage of Income Payment Plan (PIPP).

New members may opt into the Program upon contract expiration with an alternate supplier. These members will need to contact the CRNGS Provider for enrollment information. The CRNGS Provider has a right of refusal in accordance with criteria described in this plan.

The CRNGS Provider will build and maintain a database of all Aggregation Program participants. The database will include the name, address and COH account number and may include other pertinent information as agreed upon by the Township and the CRNGS Provider. Such information may include the CRNGS Provider's account number (if different from COH account number), rate code, rider code (if applicable), most recent 12 months of natural gas consumption, and meter reading cycle. The Aggregation Program database will be updated at least quarterly. The Township will have the right to access information in the database for purposes of auditing. However, there are regulatory and statutory provisions regarding confidentiality of some information and these confidentiality provisions must be respected.

The CRNGS Provider will report to the Township the status of the Aggregation Program enrollment on at least a monthly basis.

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

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

In addition to the initial 21-day opt-out period described above, each participant will be given an opportunity to opt-out of the Aggregation Program every two years without paying a switching fee. Consumers who choose to opt out of the Aggregation Program at any time other than during the initial 21-day opt-out period or during subsequent opt-out periods offered by the Township may be subject to a switching fee or may not be able to return at the rate of existing customers or may otherwise be subject to different terms and conditions. Any consumer who opts out of the Aggregation Program will be returned to COH established tariff rates until such time as the consumer selects another approved CRNGS Provider.

5. Customer Billing Procedures

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

6. Credit and Deposit Policies

Collection, credit and deposit procedures remain the responsibility of the Local Utility, the selected supplier and the individual member. Members are required to remit and comply with the payment terms of the local utility. This program will not be responsible for late or no payment on the part of any of its members. The Township will have no separate credit or deposit policy.

7. Governmental Aggregator's Customer Service Procedures and Dispute Resolution

The Aggregation Program only impacts the source of natural gas supply. COH will continue to deliver the natural gas purchased through the Aggregation Program to participants' homes and businesses through its natural gas distribution system. Participants with questions or concerns regarding service delivery or safety, such as a natural gas outage or odor of gas should continue to contact COH at 800-344-4077. Meter reading or other billing questions should also be directed to COH at the same number. Questions regarding Aggregation Program enrollment or opting out should be directed to the CRNGS Provider. General questions and concerns should be directed to the office of the Administrator, Perrysburg Township, 419-872-8861. Disputes unresolved by the aforementioned parties, should be directed to either the Ohio Consumer's Counsel or the Public Utilities Commission of Ohio. The following table gives toll-free telephone numbers for use by consumers.

QUESTIONS OR CONCERNS	CONTACT	TELEPHONE NUMBER
Natural gas outage or interruption	Columbia Gas of Ohio, Inc.	800-344-4077
Turn natural gas on or off	Columbia Gas Of Ohio, Inc.	800-344-4077
Meter reading/billing	Columbia Gas of Ohio, Inc.	800-344-4077
To enroll in or opt-out of Aggregation Program	CRNGS Provider	800*****
Aggregation Program Questions or Concerns	Perrysburg Township Administrative Services	419-872-8861
Unresolved Disputes (Residential Customers)	Ohio Consumer's Counsel	877-742-5622 ccc@ccc.state.oh.us
Unresolved Disputes (All Customers)	Public Utilities Commission of Ohio	800-686-7826 (voice) 800-686-1570 (TDD)

8. Members Moving Into/Within the Aggregation (New Account Number)

Consumers who move into the Township after the initial opt-out period will not be automatically included in the Program, but will be afforded an opportunity to enroll. However, the Township cannot guarantee that the rates, terms and conditions to consumers enrolling in the Aggregation Program after the initial 21-day opt-out period will match those of the initial enrollees.

The same rule will apply to participants who move within the Township after the initial opt-out period, if they are given a new account number by COH. That is, they will not be automatically included in the Program, but will be given an opportunity to re-enroll under a new set of rates, terms and conditions.

9. Members Moving Within the Aggregation (Same Account Number)

Participants who relocate within the Township limits and retain the same COH account number, will be allowed to continue in the Aggregation Program at their new location under the same terms and conditions as at their former location, subject to any switching fees imposed by COH.

10. Joining the Program at a Later Date (Opting-In)

Residents of the Township who initially choose to opt-out of the Program, for whatever reason, and wish to enroll at a later date, will be treated the same as a new resident. That is, they will not automatically become part of the existing program, but will be given an opportunity to enroll. However, the Township cannot guarantee that rates, terms and conditions to consumers enrolling in the Aggregation Program after the initial 21-day opt-out period will match those of the initial enrollees.

11. Liability

Perrysburg Township shall not be liable to participants in the Aggregation Program for any claims, however styled, arising out of the Aggregation Program or the provision of Aggregation services by Perrysburg Township or the Provider. Participants in the Aggregation Program shall assert any such claims solely against the Provider pursuant to the Natural Gas Supply Agreement, under which such participants are express third-party beneficiaries.

12. Copies of Plan

Copies of this Plan are available from Perrysburg Township free of charge. Call Perrysburg Township at (419) 872-8861 for a copy or for more information.

13. Consumer Right to Contact PUCO

Any natural gas customer, including any participant in Perrysburg Township's Natural Gas Aggregation Program, may contact the Public Utilities Commission of Ohio (PUCO) for information, or make a complaint against the Program, the Provider, or COH. The PUCO may be reached toll free at 1-800-686-7826.

DEFINITIONS

Aggregation

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

Aggregation Program Manager

The person or entity designated by the Township to oversee the operation and management of the Perrysburg Township's Natural Gas Aggregation Program.

Competitive Retail Natural Gas Service (CRNGS)

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

Competitive Retail Natural Gas Service Provider (CRNGS Provider)

A person or entity certified by the PUCO and registered with COH who supplies or offers to supply a competitive retail natural gas service over the COH natural gas distribution system. This term does not apply to COH in its provision of standard offer natural gas service.

Consumer

Any person or entity that is an end user of natural gas and is connected to any part of COH natural gas distribution system within Perrysburg Township's unincorporated areas.

Delivery Charge

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

Distribution

Delivery of natural gas to a home or business through COH owned pipelines, meters and other equipment. COH distribution system operations will remain regulated by the PUCO.

Governmental Aggregator

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

Mercantile Customer

A customer that consumes, other than for residential use, more than five hundred thousand cubic feet of natural gas per year at a single location within the state; or a customer that has three or more locations within the state that consume natural gas, other than for residential use.

Natural Gas Related Service

Service directly related to the consumption of natural gas at a consumer's home or business. This may include, but is not limited to, the installation of metering, remote reading indices, regulation; the maintenance, repair or replacement of appliances and other energy-consuming devices at a consumer's premises, and the provision of energy consumption measurement and billing services.

Natural gas Supply Charge

All charges related to the acquisition of natural gas by the CRNGS Provider, and its delivery to the Township's distribution system.

Ohio Consumers' Counsel (OCC)

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

Participant

A consumer enrolled in Perrysburg Township's Natural gas Aggregation Program.

Public Utilities Commission of Ohio (PUCO)

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

It is hereby determined that all formal action of the Perrysburg Township Board of Trustees concerning and relating to the passage of this Resolution were adopted in an open meeting of this Perrysburg Township Board of Trustees and that all deliberations of this Perrysburg Township Board of Trustees and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with legal requirements, including section 121.22 of the Ohio Revised Code.

A motion made to adopt this resolution made by _____ and seconded by _____

Bob Mack

Robert Mack yes

Craig Lahote

Craig Lahote YES

Gary Britten

Gary Britten yes

I, the undersigned Fiscal Officer of Perrysburg Township, Wood County, Ohio hereby certify that the above is a true and accurate copy of a Resolution adopted by the Board of Township Trustees of Perrysburg Township, Wood County, Ohio on the 12TH day of FEBRUARY 2007.

Shirley A. Haar, Fiscal Officer

Form No. 127 Prescribed by

Secretary of State. Rev. 9-02

CERTIFICATE OF RESULT OF ELECTION ON QUESTION OR ISSUE

Revised Code, Section 3501.11

State of Ohio

County of Wood

The Board of Elections of Wood County hereby

certifies that at the election held in Parrysburg Township
(Subdivision)
in said county on November 7, 2006 the
(Date of Election)

vote cast on the following issue was as follows:

Issue Shall Parrysburg Township have the authority to aggregate the competitive retail natural gas service for the
retail natural gas loads that are located within the unincorporated areas of Parrysburg Township and for that purpose, to
(For levy, bond issue, loan option, etc. — describe fully)
enter into service agreements to facilitate the sale and purchase of the service for the retail natural gas loads, such aggregation
to occur automatically except where any person elects to opt out?

Votes	<u>YES</u>	<u>2,895</u>
	<small>(For, yes, no, etc. — as on ballot)</small>	<small>(Number)</small>
Votes	<u>NO</u>	<u>1,465</u>
	<small>(No, against, etc. — as on ballot)</small>	<small>(Number)</small>
Total vote cast on issue:		<u>4,360</u>
		<small>(Number)</small>

Witness our official signatures at Bowling Green, Ohio in
said county, this 28th day of November, 20 06.

Chairman

Nathaniel Steward

**OFFICIAL QUESTIONS AND ISSUES BALLOT
GENERAL ELECTION - NOVEMBER 7, 2006
WOOD COUNTY**

**PROPOSED RESOLUTION
PERRYSBURG TOWNSHIP**

A Majority Affirmative Vote Is Necessary For Passage.

Shall Perrysburg Township have the authority to aggregate the competitive retail natural gas service for the retail natural gas loads that are located within the unincorporated areas of Perrysburg Township and for that purpose, to enter into service agreements to facilitate the sale and purchase of the service for the retail natural gas loads, such aggregation to occur automatically except where any person elects to opt out?

YES

NO

Exhibit B-3

Automatic Aggregation Disclosure Notification

CHESTER WILLCOX & SAXBE LLP*Attorneys and Counselors at Law***FILE**

MATTHEW S. WHITE

DIRECT DIAL 334-6172
mwhite@cwslaw.com

February 10, 2009

Ms. Renee Jenkins
Docketing Division
Public Utilities Commission of Ohio
180 East Broad Street- 13th Floor
Columbus OH 43215-3793

Dear Ms. Jenkins:

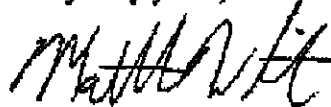
Re: Perrysburg Township, Ohio; Case No. 07-0168-GA-GAG

Please find enclosed for filing in the above referenced docket the final opt-out notice for residential and small commercial natural gas customers (who fit into the definition of non-mercantile customer under the Ohio Administrative Code of 500 Mcf per year or less). Pursuant to OAC § 4901:1-28-04(F) the affected community is the Perrysburg Township, Ohio; the utility service territory is Columbia of Ohio; the competitive retail natural gas supplier is Interstate Gas Supply, Inc.; and the opt-out notice is currently scheduled for mailing no later than February 20, 2009. The opt-out period is scheduled to end on March 13, 2009. The text of the opt-out notice is enclosed and is the final text, although the enclosed version will be printed on appropriate letterhead that includes the community logo as well as the mailing date.

If you have any questions regarding this filing please do not hesitate to contact me.

Thank you.

Very truly yours,



Matthew S. White

MSW/bej

Enclosure

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 SM Date Processed FEB 10 2009

cc: Edith Binford/PUCO Staff, w/enclosure
Terry Leach/AMP-O, Inc., w/enclosure
Ronald Waterman/IGS, w/enclosure

ND: 4834-6997-4115, v. 1

RECEIVED-DOCKETING DIV
2009 FEB 10 PM 5:06
PUCO



February 20, 2009

Dear Natural Gas Consumer:

Thank you for participating in your community's Opt-Out Natural Gas Aggregation Program. As you may recall, residents in your community voted to approve the following Ordinances and Resolutions to form a single large buying group called a Governmental Aggregation for the purpose of securing favorable terms and pricing for natural gas deliveries on the Columbia Gas of Ohio (Columbia) system.

Community	Aggregation Number	Effective Date
Toledo	576-01	8/21/2001
Lucas County	01-1111	7/12/2001
Oregon	011-2002	1/28/2002
Sylvania	76-2001	7/9/2001
Northwood	2001-27	7/26/2001
Holland	6-2002	2/5/2002
Maumee	203-2002	11/4/2002
Lake Twp	112-03	1/6/2004
Perrysburg Twp	206-13	7/18/2006

To form an even larger group and secure additional purchasing power, your community chose to cooperate with other communities and act in unison as the Northwest Ohio Aggregation Coalition (NOAC). NOAC is comprised of the Cities of Maumee, Northwood, Oregon, Sylvania and Toledo, Perrysburg Township, the Village of Holland, the unincorporated areas of Lake Township and all other unincorporated areas of Lucas County represented by the Board of Lucas County Commissioners.

Your existing program is set to expire with your March 2009 billing period. Your community, through NOAC, has researched its options for competitive natural gas prices and has again chosen Interstate Gas Supply, Inc. (IGS Energy) of Dublin, Ohio to continue as its supplier for the new program beginning with your April 2009 billing period.

Opt-Out Guaranteed Program

The rate associated with this opt-out aggregation program is guaranteed to be at least \$0.085 per CCF below Columbia's Gas Cost Recovery ("GCR") charge through your March 2010 billing cycle. Since Columbia's costs vary monthly your price would also vary. There are no fees to participate in this program; however, you will be responsible for sales tax and will still pay Columbia's transportation delivery and customer service charges. This rate is perfect for those customers who don't want to have to follow the natural gas market but want to know their gas supply price will always be lower than Columbia's rate. After your March 2010 billing cycle, a new rate will be determined by your community and IGS Energy for up to 12 additional months. If ever a new rate cannot be determined, this program will terminate. Please see the enclosed Terms and Conditions for full details.

I wish to opt out of the NOAC Natural Gas Governmental Aggregation Program

12-digit account number as it appears on your current natural gas bill:

--	--	--	--	--	--	--	--	--	--	--	--

Opt-Out Form: NOAC00H-350CR031B-0811

(Check box to opt out)

☐

Name (Please Print) _____

Service Address _____

City, State, Zip _____

Phone Number _____

Signature (Required) _____

If you do nothing, you will automatically continue in this program at a price guaranteed to be below Columbia's rate each month through March 2010. If you choose to cancel or "opt-out" of the program, you must return the attached opt-out card by March 13, 2009 and check the box indicating you do not wish to participate. You may also call IGS Energy by this date, toll free at 1-800-280-4474.

You will see no change in your service from Columbia. You will continue to see an indication on your bill that states your natural gas is supplied by IGS Energy. 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 continue 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 Energy.

Please thoroughly review the enclosed terms and conditions of this offer. If you have any questions, call IGS Energy toll-free at 1-800-280-4474 from 8:00 a.m. to 8:00 p.m. Monday through Friday and indicate that you are a consumer in a NOAC Community. You may also visit www.igsenergy.com. IGS Energy 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 1-800-686-7626.

IF YOU DO NOTHING YOU WILL AUTOMATICALLY CONTINUE IN THE GUARANTEED SAVINGS PROGRAM THROUGH MARCH 2010 AND MAY CONTINUE FOR AN ADDITIONAL 12 MONTH PERIOD THROUGH MARCH 2011 AT A RATE THAT WILL BE DETERMINED FOR YOU BY NOAC AND YOUR COMMUNITY. IF YOU WISH TO DISCONTINUE YOUR PARTICIPATION IN THE PROGRAM YOU MUST RETURN THE ATTACHED OPT-OUT CARD OR CALL IGS ENERGY AT 1-800-280-4474 TO CANCEL.

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

Sincerely

IGS Energy and the individual communities
of the Northwest Ohio Aggregation Coalition (NOAC).

NOTICE

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

NOACCOH-35GCR0310-0311 Must be received by March 13, 2009

to: Natural Gas Governmental Aggregation Program
P O Box 8060
Dublin, OH 43017

My Natural Gas Supply Contract with IGS Energy[®] (Interstate Gas Supply, Inc.)
Form NOAGCOH-35GCR0310-0311 **Keep for your records**

Term: The term of this government aggregation program (Program) will begin with the April, 2009 billing cycles for Columbia Gas of Ohio ("COH") and will continue through the March, 2011 billing cycles. Interstate Gas Supply, Inc. ("IGS Energy") will supply the commodity portion of my natural gas and COH will continue to be my Natural Gas Distribution Company ("NGDC"). Within 3 business days of enrollment, IGS Energy will notify the NGDC to transfer gas services to this program. Due to the volatility of the gas market, IGS Energy reserves the right to discontinue this price any time before enrollment. Eligibility for this Program is governed by the PUCO, the NGDC and my government aggregation guidelines.

Regulatory: The residential natural gas program is subject to ongoing Public Utilities Commission of Ohio ("PUCO") and COH jurisdiction and I understand that if the Program is terminated or materially altered, this Agreement may be terminated by IGS Energy without penalty.

Price: Through my March, 2010 billing cycle, my price will be calculated each month to be at least \$0.035 per CCF less than the NGDC Gas Cost Recovery ("GCR") rate. Thereafter, my community and IGS Energy will determine my price for each month through my March, 2011 billing cycle and the price for those billing cycles will be effective with no notice to me. My price does not include applicable taxes and/or NGDC charges, which will be billed by the NGDC. I am responsible for all charges assessed by the NGDC for gas transportation and all other applicable NGDC charges, which are not included in my price. My price does not include applicable taxes. Either party is free to cancel at any time without cancellation fee or penalty, as stated under Cancellation, below.

Renewal: The current period of the Program continues through the expiration of the March, 2011 NGDC billing cycles. My government aggregator will provide me with an opportunity not less frequently than every two (2) years, beginning with the commencement date of the Program, to opt-out of the Program without penalty, as long as the Program continues.

Rescission/ Opt-out Period: If I am a new customer to IGS Energy in this government aggregation program, the NGDC will send me a confirmation notice of transfer of service and I can rescind my enrollment in this opt-out Program by: (1) contacting the NGDC in writing or by telephone at the number provided on the confirmation notice within 7 business days from the post-mark date of the confirmation notice sent by the NGDC ("Rescission Period"). Otherwise, I understand that as part of a government opt-out aggregation program, I will be automatically included in the Program unless I notify IGS Energy within 21 days of the postmark date of the notice sent with this agreement that I do not want to be included ("Opt-out Period"). I can notify IGS Energy by contacting IGS Energy as indicated under "Contact and Dispute Resolution", below.

Cancellation: Once the Rescission and Opt-out Periods have expired, this agreement can be cancelled without a cancellation fee, by providing notice to the other party. Please note, once enrolled in the Program, it may take one to two billing cycles beyond the current billing cycle for the cancellation to be effective, as the effective date of all cancellations are subject to NGDC guidelines. I agree to continue to pay for my service with IGS Energy for all gas delivered by IGS Energy for my account through the cancellation process. I understand that if I switch my service to another supplier or back to the NGDC an NGDC switching fee may apply and the NGDC may charge a price other than the utility rate.

Billing: For my convenience I will receive only one bill, which will be issued by the NGDC each month and will contain IGS Energy's gas price plus applicable taxes and all of the NGDC's transportation and other applicable charges, including any late fees assessed by the NGDC. I agree to continue to pay the NGDC for the entire gas bill under the NGDC's payment terms and conditions. If I pay under the budget bill payment plan, I understand that this service is available and will remain available. IGS Energy reserves the right to issue an invoice to me directly, such invoice would contain IGS Energy's gas price and may also contain applicable taxes and all of the NGDC's transportation and other applicable charges. If IGS invoices me directly and I fail to pay within the terms specified on the invoice(s) a late fee of 1.5% per month on all past-due amounts will apply. If IGS Energy bills me directly for services provided, IGS Energy may terminate this Agreement with fourteen (14) days written notice should I fail to pay the bill or meet any agreed-upon payment arrangements. If I fail to pay my invoices timely which include IGS charges, the NGDC may disconnect my service and/or charge me late fees according to tariff guidelines. I may request, at no charge, up to 24 months of my payment history for services rendered by IGS Energy. Other than for operation, maintenance, assignment and transfer of my account or, where IGS Energy is performing billing services, or for commercial collections, IGS Energy will not disclose my account number to any other third party without my affirmative written consent or electronic authorization or pursuant to a court or Commission order and that, other than for credit checking and credit reporting, if IGS Energy is performing billing services, IGS Energy will not disclose my social security number without my affirmative written consent or pursuant to court order. I authorize IGS to obtain my billing payment and usage history from the NGDC.

Assignment: This contract is assignable by IGS Energy without my consent subject only to required regulatory approvals. IGS Energy will use its best efforts to give the NGDC and me thirty (30) days written notice prior to any assignment.

Contact and Dispute Resolutions: In the event of a billing dispute or issues regarding volume or metering, I should contact the NGDC at the number listed on their bill. For other questions or concerns about pricing, I can contact the IGS Energy choice department by phone weekdays from 8:00 a.m. to 5:00 p.m. EST at 1-800-260-4474, by fax 614-923-0470, in writing at P.O. Box 9060, Dublin, OH 43017, or through their web site at www.igsenergy.com. Also, I can contact IGS Energy through e-mail at choice@igsenergy.com. If my questions or concerns or complaint are not resolved after I have called IGS Energy, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or for TTY toll free at 1-800-686-1570 (toll free), from 8:00 a.m. to 5:00 p.m. weekdays, or at www.puc.ohio.gov. Residential customers may also contact the Ohio Consumers' Council for assistance with complaints and utility issues at 1-877-742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays or visit www.pickocc.org.

Moving/Termination: I understand that this contract will automatically terminate, without penalty, if I relocate outside the NGDC service territory, or if the requested service location is not served by the NGDC. Also, I understand that I have the right to terminate this Agreement, without penalty, if I relocate inside the NGDC service territory and the NGDC does not have contract portability. If I relocate within the NGDC service territory and do not exercise my right to cancel this Agreement, if any, at IGS' option, this Agreement may continue for service at my new location, however, in order for the agreement to continue I may be required by IGS Energy to sign a new agreement for the new location. I agree that if I do not terminate this Agreement as provided in this paragraph, I grant the NGDC the right to provide IGS Energy with my account and meter number(s) for my new location and to transfer my contract to my new location. If requested by IGS, I will also provide IGS Energy with this information. If IGS Energy does not transfer this Agreement for service at my new location within 90 days of relocation, this Agreement will automatically terminate. I understand that I am not entitled to the pricing or service from IGS Energy hereunder at my new location until such time as the NGDC accepts my enrollment with IGS Energy at my new location and/or transfers my contract to my new location and that the pricing hereunder will not be extended for additional months that I was not with IGS Energy, unless agreed to in writing by IGS Energy. Except as provided in this Agreement, if IGS Energy returns me to the NGDC's sales service, this Agreement will terminate without penalty to me.

Eligibility / Limitation of Liability / Jurisdiction: This Agreement is for residential and small commercial customers eligible to participate in the Program in the Columbia Gas of Ohio service territory. IGS Energy reserves the exclusive right, at any time, to terminate service to customer locations that do not meet the eligibility requirements but were enrolled in the Program, with no penalty to either party. Furthermore, participation in the program is subject to the rules of the NGDC, government aggregation and PUCO rules. Customers are sometimes terminated from the Program either in error or for being in arrears. In such instances, I can contact the NGDC 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 Energy have any liability for any early termination or for any months that I was unable to participate in the program. IGS Energy 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 Energy 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. The parties agree that if the customer is unable to resolve its issues through the PUCO as detailed under "Contract and Dispute Resolution" above or if suit is filed, any legal action involving this Agreement shall be brought only in a court of the State of Ohio sitting in Franklin County, Ohio or the United States District Court sitting in Franklin County, Ohio. I submit to the personal jurisdiction in such courts and irrevocably waive any objections that I have or might have in the future to such courts as the proper forum for any and all actions arising under this Agreement. The parties agree that this Agreement shall be interpreted under the laws of the State of Ohio, regardless of Ohio's choice of law provisions.

Customer Terms & Conditions - Form #VR COH 42 EGUGCR NOAC 0807**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, 2007 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 614-923-0470 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. *I also understand that my NGDC may terminate my natural gas service in the event that I fail to pay my bill or to meet any agreed upon payment arrangement with my NGDC.* 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 affirmative written 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 *between the hours of 8:00 AM to 8:00 PM weekdays.* If my questions are not resolved after I have called IGS, I may call the PUCO toll free at 1-800-686-7826 or 1-614-466-3292, or for TDD/TYY toll free at 1-800-686-1570 or 1-614-466-8180, from 8:00 a.m. to 5:00 p.m. weekdays, or visit the PUCO website at www.puco.ohio.gov. The Ohio Consumer's Counsel (OCC) represents residential utility consumers in matters before the PUCO. The OCC can be contacted toll free at 1-877-742-5622 from 8:30 a.m. to 5:30 p.m. weekdays or visit www.pickocc.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 \$0.042 per ccf less than COH's Expected Gas Cost ("EGC") through my March, 2007 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. You will have an option to cancel without penalty at the time of renewal.

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 5000 CCF 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.

Exhibit B-4

Opt-Out Notice

9/18/06

Dear Natural Gas Consumer,

Your community is providing you with the opportunity participate in its natural gas governmental aggregation program by combining your natural requirements with other community residents through the Northwest Ohio Aggregation Coalition ("NOAC"). NOAC is comprised of the Cities of Maumee, Northwood, Oregon, Sylvania and Toledo, The Village of Holland, the unincorporated areas of Lake Township and all other communities represented by The Board of Lucas County Commissioners. You may recall that voters in your community approved the idea of bringing together individual citizens to form a large buying group called a governmental aggregation.

Participation in this program is voluntary. However, you will be automatically enrolled in the governmental aggregation program unless you choose to cancel or "opt-out". To opt-out you must return the attached opt-out card or call IGS at 1-800-280-4474. IGS must receive the attached opt-out form by October 10, 2006 if you wish to be excluded from your community natural gas governmental aggregation program. If you do not return the opt-out card or contact IGS to cancel, you will receive a notification from Columbia advising you that IGS will be your new provider of gas.

There is no fee to participate. Your community has researched options for competitive natural gas prices. Accordingly, Interstate Gas Supply of Dublin, Ohio ("IGS") has proposed the best pricing options for the aggregated group. IGS has been chosen to provide all your natural gas needs through March 2007 at \$0.042 per Ccf below the Columbia Gas of Ohio ("Columbia") Expected Gas Cost "EGC" each month. Since Columbia's costs vary monthly your price would also vary. You will also be responsible for sales tax and will continue to be responsible for Columbia's transportation delivery and customer service charges.

As a member of this aggregation program, the cost of your gas will be \$0.042 per Ccf below Columbia's Expected Gas Cost ("EGC") through your March 2007 billing cycle. The EGC is the cost that Columbia charges for the gas commodity portion of their bill, after obtaining approval by the Public Utilities Commission of Ohio ("PUCO").

To be eligible to participate in the aggregation program, you must be a resident in the City's of Maumee, Northwood, Oregon, Sylvania or Toledo, The Village of Holland, the unincorporated areas of Lake Township or in a township represented Lucas County, Ohio. You must also currently purchase natural gas from Columbia and be current in your payment or payment arrangements with Columbia.

You will see no change in your service from Columbia. You will, however, receive a price \$0.042 per Ccf below Columbia's EGC and an indication on the bill that 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.

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 1-800-686-7826.

If you have received this notification in error we apologize for any inconvenience and ask that you contact us to be removed from the aggregation list.

Sincerely
Interstate Gas Supply

P.S. Remember to return the opt-out form only if you DO NOT want to participate in your community's natural gas governmental aggregation program.

Exhibit B-5

Experience

Perrysburg Township, Ohio

Exhibit B-5

Applicant's Experience and Plan for Providing Aggregation Services:

The Applicant, Perrysburg Township, Ohio, is the largest township in Wood County, Ohio with an estimated population of 17,000 residents. The Township operates its own full-time police department, its own fire and emergency medical services department.

As stated in the Operation and Governance Plan, Perrysburg Township intends to join an existing governmental aggregation group, the Northwest Ohio Aggregation Coalition (NOAC) who utilizes an experienced energy consulting company, Palmer Energy, Inc. NOAC is the leading governmental aggregation group in Northwest Ohio. Its members are experienced in governmental gas aggregation matters. These members include the Cities of Maumee, Northwood, Oregon, Sylvania, and Toledo, Lucas County, the Village of Holland, and Lake Township. Perrysburg Township will be able to draw upon the experience and expertise of the NOAC members and its consultant Palmer Energy.

Lake Township thus has the necessary experience, contracting expertise, complaint management, and managerial experience to fulfill its responsibilities under the Plan of Operation and Governance and PUCO regulations.