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		07 - 0168 - 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. 419-872-8861 Web site address www.perrysburgtownship.us
 Current PUCO Certificate Number 07-125 Effective Dates 10/03/2009 through 10/03/2011

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 Mr. Mark Frye, Palmer Energy Company Title Consultant to Customer
 Business address Palmer Energy Company, Inc. 241 N. Superior Street, 2nd Floor, Toledo, OH 43604
 Telephone No. 419-539-9180 Fax No. 419-539-9185 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

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PUCO

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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

John G. Hrosko

Sworn and subscribed before me this

1ST day of JULY

Month 2011 Year

Andrea Stokes

Signature of official administering oath

John G. Hrosko, Township Administrator

Print Name and Title

My commission expires on

October 12, 2015



Andrea R. Stokes
Notary Public, State of Ohio
My Commission Exp. 10/12/2015



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. 07-0168 -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

Sworn and subscribed before me this

15th day of

July

Month

2011

Year

Andrea R. Stokes

Signature of Official Administering Oath

John G. Hrosko, Township Administrator

Print Name and Title

My commission expires on

October 12, 2015



Andrea R. Stokes
Notary Public, State of Ohio
My Commission Exp. 10/12/2015

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

Exhibit B-1

Presented for ballot

Authorizing Ordinance

RECORD OF RESOLUTIONS



PERRYSBURG TOWNSHIP TRUSTEES

Blank Co. Form No. 30045

28509 Lima City Road

Perrysburg, Ohio 43551-4298

(419) 872-8861

Passed

FAX: (419) 872-8889

www.perrysburgtownship.us

TRUSTEES
 CRAIG LEBERS
 ROBERT MACK
 GARY BRITTON

FISCAL OFFICER
 SHIRLEY A. HAAR

ADMINISTRATOR
 JOHN G. HROCKO

RESOLUTION 2006-13

Page 1 of 1

At the July 19, 06 Regular meeting Perrysburg Township Trustee Craig LaHate
 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 Perrysburg Township and for

RECORD OF RESOLUTIONS

OFFICE OF



No. 30045

PERRYSBURG TOWNSHIP TRUSTEES

 28809 Lime City Road
 Perryburg, Ohio 43551-4298

(419) 872-8864

FAX: (419) 872-8889

www.perryburgtownship.us

 TRUSTEES
 CRAIG LAHOTE
 ROBERT MACK
 GARY BITTEN

 FISCAL OFFICER
 YEAR SHERLEY A. HAAR

 ADMINISTRATOR
 JOHN C. HROSKO

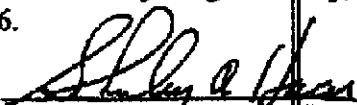
Page 2 of 2

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: yes


 Craig Lahote, Trustee

Vote: YES


 Gary Bitten, Trustee

Vote: yes



OFFICE OF
PERRYSBURG TOWNSHIP TRUSTEES

26809 Lima City Road
Perrysburg, Ohio 43551-4298
(419) 872-8861
FAX: (419) 872-8889
www.perrysburgtownship.ohio.us

TRUSTEES
CRAM LINDY
ROBERT MACK
GARY BRITTEN

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 Perry'sburg 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

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 Perysburg 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 Out-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 occ@occ.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 Petrysburg 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 A. 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 WoodThe Board of Elections of Wood County hereby

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

vote cast on the following issue was as follows:

Issue 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
(This may, based on law, limit options, 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	YES	<u>2,895</u>
	<small>(For, yes, etc.—as on ballot)</small>	<small>(Number)</small>
Votes	NO	<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

Althea 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

My Natural Gas Supply Agreement with IGS Energy®

NOACCOH-11-OPTOUT

Keep for your records

Term: The community's opt-out government aggregation program (the "Program") and my service with Interstate Gas Supply, Inc. (elsewhere referred to as "IGS Energy" and the consumer will be referred in the first person, "my", "me" or "I") as my supplier on the Program will begin within one to two billing cycles after my enrollment or rate change is confirmed with the utility company and shall continue through my March 2012 utility billing cycle, unless notified otherwise. IGS Energy will supply the commodity portion of my natural gas and Columbia Gas of Ohio will be my Natural Gas Distribution Company ("NGDC"). I can contact the IGS Energy choice department by phone at 1-800-280-4474, by fax at 1-800-584-4839, in writing at P.O. Box 9060, Dublin, OH 43017, or through their web site at <http://www.igsenergy.com>.

Regulatory: The NGDC's choice program and the government aggregation for my community are subject to ongoing Public Utilities Commission of Ohio (PUCO) jurisdiction, and I understand that if the choice program or this Program is terminated, this Agreement may be terminated, without penalty to either party.

Price: My price will be calculated each month by taking the applicable Nymex monthly settlement price and adding \$0.1675 per ccf through my March 2012 billing cycle. I will be responsible for all applicable taxes and all charges assessed by the NGDC for gas transportation and all other applicable charges and adjustments for delivery of gas including any applicable switching fees that may apply under the NGDC tariff.

Renewal: If my community's governmental aggregation continues, at least every two years from the establishment of this Program the government aggregator or its supplier shall provide me notice of my right to opt out of the aggregation without penalty. The process for providing me with notice of my right to opt-out shall include a provision for me to return a post card or similar notice to the governmental aggregator or the supplier. I will have at least twenty-one days from the post mark date on the written notice to choose to opt out of the Program, and my return post card or notice that is post marked before the opt out deadline has been timely sent. The notice will follow the procedures established for the initial opt-out notice set forth in this rule and shall prominently disclose to customers all changes to the terms and conditions associated with the aggregation. I am entitled to opt-out of the government aggregation program at least every two years from the commencement date of the Program, without a penalty. If I am in the Program when the Program is renewed and I do not exercise my right to opt-out, I will be continued in the Program.

Rescission Period: I will have 21 days from the post mark date of my opt-out notice to exercise my right to opt-out of my community's Program. If I do not opt-out of the Program, IGS Energy will submit my enrollment to the NGDC and if I am new to the Program or a new customer to IGS Energy will have 7 business days from the post-mark date of the confirmation notice sent by the NGDC to rescind my enrollment. I can rescind my enrollment by contacting the NGDC in writing or by telephone at the number provided on the confirmation notice within that 7 day period. Otherwise, I can cancel this agreement as detailed below.

Cancellation: Either party can cancel this Agreement within the first 30 days of enrollment with IGS Energy by providing the other with notice of cancellation, with no cancellation fee. At any other time either party can cancel this agreement with notice to the other, without a cancellation fee. Cancellation notices provided after the NGDC deadline may result in additional month(s) of service beyond the cancellation notice date, as the effective date of all cancellations are subject to NGDC guidelines and I agree to continue to pay for my service with IGS Energy for all periods billed with IGS Energy. I understand that if I switch my service to another supplier or back to the NGDC an NGDC switching fee may apply under the NGDC's tariff and the NGDC may charge a price other than the NGDC commodity rate.

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 8:00 p.m. EST at 1-800-280-4474, by fax at 1-800-584-4839, 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 are not resolved after I have called IGS Energy, or for general utility information, residential and business customers may call the Public Utilities Commission of Ohio (PUCO) toll free at 1-800-686-7826 or for TDD/TTY toll free at 1-800-686-1570, from 8:00 a.m. to 5:30 p.m. weekdays, or visit the PUCO website at www.puco.ohio.gov. The Ohio Consumers Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted toll free at 1-877-742-5622 from 8:00 a.m. to 5:00 p.m. weekdays or visit www.pickocc.org.

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 Energy 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 Energy charges, the NGDC may disconnect my service, 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 Energy 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 will use its best efforts to give the NGDC and me thirty (30) days written notice prior to any assignment.

Moving/Termination: I understand that this contract will automatically terminate, without penalty, if I relocate outside my community aggregation Program boundaries, 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 and if IGS Energy agrees to allow me to continue. In such instances, I would have to enroll with IGS Energy under a new agreement, as this Agreement is only valid for opt-out government aggregation. 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 that use 5,000 ccf a year and are otherwise eligible for opt-out government aggregation programs. IGS Energy and my community shall use its best efforts to ensure that only eligible customer accounts within its governmental boundaries and customers who have not opted out are included in its aggregation. If ineligible accounts, accounts from outside of the governmental aggregator's governmental boundaries, or accounts for customers who opted out of the aggregation are switched to the governmental aggregation, as soon as IGS Energy is aware of such event the governmental aggregator (or IGS Energy) will promptly contact the NGDC to have the customer switched back to the customer's former supplier, and will pay any switching fee imposed by the NGDC for such switch. Participation in the program is subject to the rules of the NGDC and the rules established in Ohio Administrative Code 4901:1-28. Customers are sometimes terminated or not enrolled in the program due to NGDC issues. In such instances, I can contact the NGDC to correct the problem and be reinstated or enrolled 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. IGS Energy may from time to time use your name, address and NGDC account number to provide additional offers to you. If you would prefer that IGS Energy not contact you with additional offers please contact and let us know at 1-800-280-4474. IGS does not sell or provide any of your personal information to any third party.

Exhibit B-4

Opt-Out Notice



PO Box 9060 Dublin, OH 43017

Phone: 800 280 4474

Fax: 800 584 4839

IGSEnergy.com



April 12, 2011

Dear Natural Gas Consumer:

Your community is providing you the opportunity to participate in your community's Opt-Out Natural Gas Aggregation Program. Under this program, 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.

Toledo	578-01	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 local 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 community, through NOAC, has researched its options for competitive natural gas prices and has chosen Interstate Gas Supply, Inc. (IGS Energy) of Dublin, Ohio as its supplier for natural gas for this program.

Opt-Out Program: The rate associated with this opt-out aggregation program will be a variable rate that changes monthly. Each month's price will be determined by taking the applicable monthly New York Mercantile Exchange (NYMEX) settlement price of natural gas plus \$0.1675 per ccf plus state sales tax through your March 2012 billing period. This NOAC aggregation rate compares to and is lower than the Columbia commodity rate of NYMEX plus \$0.188 per ccf plus gross receipts tax. 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. Please see the enclosed Terms and Conditions for full details.

IGS ENERGY	15 digit account number as it appears on your Columbia Gas of Ohio gas bill.
	<input type="text"/>
Name (Please Print) _____	I wish to opt out of the NOAC Natural Gas Governmental Aggregation Program. Opt-Out Form: NOACOH-11-OPTOUT
Address _____	Check box to opt out <input type="checkbox"/>
City, State, Zip _____	
Phone Number _____	
Email Address _____	
Signature (REQUIRED) _____	
	0000000000000000
	00000001

If you do nothing, you will automatically continue on your community's opt-out government aggregation program as described in the enclosed Terms and Conditions. If you choose to cancel or "opt-out" of the program, you must return the attached opt-out card by **May 3, 2011** 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 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.

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 1-800-686-7826.

IF YOU DO NOTHING YOU WILL AUTOMATICALLY CONTINUE IN YOUR COMMUNITY'S NATURAL GAS AGGREGATION PROGRAM THROUGH YOUR MARCH 2012 BILLING PERIOD. 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-11-OPTOUT

Must be received by May 3, 2011

**to: Natural Gas Governmental Aggregation Program
P O Box 9060
Dublin, OH 43017**

Form: NOACCOH-11-OPTOUT

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.