

CHESTER WILLCOX & SAXBE LLP

Attorneys and Counselors at Law

October 12, 2007

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

Re: Case Nos. 04-1845-GA-GAG, 04-0042-GA-GAG, 02-1655-GA-GAG, 02-2163-GA-GAG, 02-1910-GA-GAG, 02-2507-GA-GAG, 03-0008-GA-GAG, 02-2554-GA-GAG, 07-0168-GA-GAG

Dear Ms. Jenkins:

Please find enclosed for filing in the above referenced dockets the final opt-out notice for newly eligible 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): (1) the affected communities are the City of Toledo, Lucas County, the City of Oregon, the City of Sylvania, the City of Northwood, the Village of Holland, the City of Maumee, Perrysburg Township and Lake Township;(2) the utility service territory is Columbia of Ohio ("Columbia"); (3) the competitive retail natural gas supplier is Interstate Gas Supply, Inc.; and the opt-out notice is currently scheduled for mailing on or about October 22, 2007. The opt-out period is scheduled to end no later than November 13, 2007. 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,

Mark S Vuri

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.

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CHESTER WILLCOX & SAXBE LLP

Attorneys and Counselors at Law

cc: Edith Binford, PUCO Staff (w/Enclosures)
Terry Leach (w/Enclosures)
Doug Austin, VP IGS (w/Enclosures)

ND: 4814-0661-2737, v. 1

P.D. Sox 9000 Dublin, OH 43017 | www.lgsenergy.com | Fax: 1-300-584-4839



















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الباسالوالوالوسالوالياليالية المالولية المالولية

October 22, 2007

Dear Natural Gas Consumer:

Your community is providing you the opportunity to participate in your community's Opt-Out Natural Gas Aggregation Program. Elected officials in your community passed the following Ordinances and Resolutions that allowed voters to determine if they wanted your community 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. Voters in your communities subsequently approved the formation of the Governmental Aggregation.

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

To create 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 community, through NOAC, has researched its options for competitive natural gas prices and is pleased to announce that it has chosen interstate Gas Supply, Inc. (IGS Energy) of Dublin, Ohio as its supplier for natural gas for this program.

Opt-Out Guaranteed Program

The rate associated with this opt-out aggregation program is guaranteed to be at least \$0.035 per CCF below Columbia's Gas Cost Recovery ("GCR") charge through your March 2009 billing cycle. Since Columbia's costs vary monthly your price will also vary. There is no switching fee if you choose to participate; however, you will be responsible for sales tax and 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. Please see the enclosed Terms and Conditions for full details.

If you do nothing, you will automatically be included in this program at the price listed above.

If you choose to cancel or "opt-out" of the program, you must return the attached opt-out card by November 13, 2007 and check the box indicating you do not wish to participate. You may also call IGS by this date, toll free at 1-800-280-4474.

OPT-OUT Form I wish to opt out of the NOAC Natural Gas Go COH 35 GCR NOAC 0309	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:	(Check box to opt out.)	
Name (Please Print)	-	
Preet Address	_	
City State Zip	_	
thone Number		

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

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

Please thoroughly review the enclosed terms and conditions of this offer. If you have any questions, call IGS toll-free at 1-800-280-4474 or visit www.igsenergy.com. IGS has trained representatives ready to answer any questions. You can also find out more information about the deregulated natural gas industry by visiting the PUCO website at www.puc.state.oh.us or calling at 1-800-686-7826,

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

If you have any questions, please call IGS from 8:00 a.m. to 8:00 p.m., Monday through Friday, at 1-800280-4474 and indicate you are a consumer in a NOAC community.

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

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

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

NOTICE

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

OOH 35 GCR NOAC 0309

Must Be Received by November 13, 2007

to:

Natural Gas Governmental Aggregation Program PO Box 9060 Dublin, Ohio 43017-0960 Term: The term of this agreement will begin within one to two billing cycles of enrollment by the NGDC and will continue through my March, 2009 billing cycle. Interstate Gas Supply, Inc. (IGS) will supply the commodity portion of my natural gas and Columbia Gas of Ohio (COH) will be my Natural Gas Distribution Company (NGDC). I can contact the IGS choice department by phone 1-800-280-4474 by fax 614-923-0470 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. If I pay under the check free or budget bill payment plan, I understand that this service is available and will continue to remain available to me. However, IGS reserves the right to issue an invoice to me directly and if so this invoice will contain IGS' gas price plus sales tax and may also include all of COH's transportation and other applicable charges. I authorize IGS to obtain my billing, payment and usage history. IGS may terminate this agreement with fourteen days written notice should I fail to pay the bill or meet any agreed-upon payment arrangements. I may request, at no charge, up to 24 months of my payment history for services rendered by IGS. IGS will not release my social security number or account number to any other third party without my consent except for the purpose of enrolling my account or obtaining payment history. I authorize IGS to obtain my billing payment and usage history from the NGDC.

Dispute Resolutions: In the event of a billing dispute I should contact COH at the number listed on their bill for issues regarding volume or metering. For other questions about pricing I should contact IGS at 1-800-280-4474. If my questions are not resolved after I have called IGS, I may call the PUCO toll free at 1-800-686-7826 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.chio.gov. Residential customers may also contact the Office of the Ohio Consumer's Counsel (OCC) toll free at 1-877-742-5622 from 8:30 a.m. to 5:30 p.m. weekdays or visit the OCC website at 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 at least \$0.035 per CCF less than COH's Gas Cost Recovery ("GCR") each month through my March, 2009 billing cycle. I will be responsible for all applicable taxes and all charges assessed by COH for gas transportation and all other applicable charges and adjustments by COH for delivery of gas including any applicable switching fees that may apply under COH's tariff.

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

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

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

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

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

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

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