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CHESTER WILLCOX & SAXBE LLP

*Attorneys and Counselors at Law*

MARK S. YURICK

DIRECT DIAL 614-334-7197  
myurick@cwslaw.com

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PUCO

April 22, 2008

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

**Re: In the Matter of the Application of the Village of Elmore for Re-Certification  
as a Governmental Aggregator, Case No. 04-0564-GA-GAG.**

Dear Ms. Jenkins:

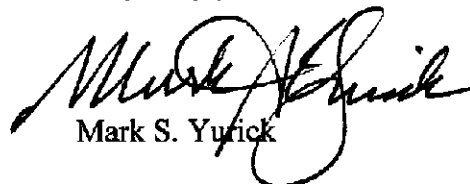
The attached opt-out notice for the Village of Elmore's newly eligible residential and small commercial natural gas customers (who fit into the definition of non-mercantile customer under the Ohio Administrative Code of 500 Mcf per year or less) was previously filed on November 6, 2007 in the above referenced docket under a consolidated cover letter with a number of other municipalities. It has come to my attention that in order to facilitate ease of docketing and reduce confusion, each municipality's opt-out letter should be filed separately. Therefore, also attached is a substitute copy of the opt-out notice with a separate cover letter for the Village of Elmore only.

The utility service territory is Columbia Gas of Ohio and the competitive retail natural gas supplier is Interstate Gas Supply, Inc. The opt-out notice was mailed on November 21, 2007 and the opt-out period was scheduled to end no later than December 12, 2007. The text of the opt-out notice is enclosed and is the final text, although it was printed on appropriate letterhead that includes the community's logo as well as the mailing date.

Please withdraw the consolidated filings, filed on November 6, 2007, and substitute this separate cover letter and filing in its place. It is my understanding that this substitution is for convenience and clarification only, and will not result in any other consequence to the Company.

Thank you for your assistance. In the future, all opt-out notices and cover letters will be filed separately to avoid this confusion. If you have any questions regarding this filing, please do not hesitate to contact me.

Very truly yours,

  
Mark S. Yurick

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 JP Date Processed 4-23-08

Enclosures

cc: Edith Binford/PUCO Staff, w/enclosures  
Terry Leach/AMP-Ohio, w/enclosures  
Doug Austin/IGS, w/enclosures

ND: 4848-8559-6418, v. 2



P.O. Box 6000 Dublin, OH 43017 | [www.igsenergy.com](http://www.igsenergy.com) | Fax: 1-800-584-4839

November 21, 2007

Dear Village of Elmore Resident:

Thank you for your participation in The Village of Elmore natural gas governmental aggregation program. We are pleased to announce that The Village of Elmore has again chosen Interstate Gas Supply, Inc. (IGS) as your supplier of gas for the next 12 month period.

As you may recall, Elmore City Council passed ordinance No. 22-03 on 8/11/03 adopting this program after Elmore voters approved the implementation of the program. The aggregation program for Elmore will renew again with your January 2008 billing period and end with your December 2008 billing period.

You will be automatically enrolled in Elmore's Natural Gas Aggregation Program unless you choose to "opt out" – that is, affirmatively choose to not participate. If you want to be excluded from the Village of Elmore Natural Gas Aggregation Program, you must return the enclosed "Opt-Out" Form or contact IGS at 1-800-280-4474 by December 12, 2007. If you do not cancel or opt-out at this time, you will be re-enrolled in the program until it expires with your December, 2008 billing period.

Your new price under this program will be \$1.039 per CCF starting with your January, 2008 Columbia Gas of Ohio (Columbia) billing period and will continue through your December 2008, billing period. This new rate of \$1.039 per CCF represents more than a 14% decrease compared to your current rate.

After your December, 2008 billing period, if this program continues, IGS will notify you of your new rate for the period January, 2009 through December, 2009 and you will automatically continue at that rate unless you choose to cancel. There is no cost to enroll. There is no cost to cancel. You will automatically be included unless you contact IGS to opt out of the program. Please refer to the attached Terms and Conditions for full details of this offer.

Under this aggregation, Columbia will continue to maintain the pipeline system that delivers natural gas to your home or business. You will continue to receive a single bill from Columbia for your natural gas service and it will include your new gas supply charge from IGS. You will still contact Columbia regarding loss of gas service, odor of gas, or for any other concerns or issues having to do with your local service. Budget billing and automatic billing options will continue to be available through Columbia.

If you have any questions please call IGS at 1-800-280-4474, weekdays, from 8:00 a.m. to 8:00 p.m. EST. For general information on natural gas deregulation in Ohio, you can also visit the Web Site of the Public Utilities Commission of Ohio ([www.FUCO.ohio.gov](http://www.FUCO.ohio.gov)).

Sincerely,

The Village of Elmore and IGS

*P.S. Remember to return the "Opt-Out" form only if you do not want to participate in the Village of Elmore Natural Gas Aggregation Program.*

If the home or small business for which you have received this letter is not located within the village limits of Elmore, you have received this letter in error. Please contact Interstate Gas Supply at 800-280-4474 to be removed from the aggregation list.

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

Tear along dotted line .....

**OPT-OUT Form**  
Opt Out Non-Rate COH 1208 -09

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

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

(Check box to opt out.)

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☐

Name (Please Print) \_\_\_\_\_

Street Address \_\_\_\_\_

City State Zip \_\_\_\_\_

Phone Number \_\_\_\_\_

Signature (Required) \_\_\_\_\_

**Opt-Out Non-Res COH 1206-09****Keep for your records**

**Term:** The term of this government aggregation program (Program) will begin with the January 2008 billing cycle and will continue through my December 2008 billing cycle unless this program is extended by my governmental aggregator. In which case, the program will continue through my December, 2008 billing cycle. Interstate Gas Supply, Inc. (IGS) will supply the commodity portion of my natural gas and Columbia Gas of Ohio (COH) will continue to be my Natural Gas Distribution Company (NGDC). I can contact the IGS choice department by phone at 1-800-280-4474, by fax at 614-923-0470, 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 my governmental aggregator (e.g., municipality) 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.

**Billing:** For my convenience I will receive only one bill, which will be issued by the NGDC each month and will contain IGS' 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 reserves the right to issue an invoice to me directly; such invoice would contain IGS' gas price plus applicable taxes and may also include all of the NGDC's transportation and other applicable charges. IGS may terminate this Agreement with 14 days written notice if I fail to pay the bill or meet any other agreed-upon payment arrangements. The NGDC may also disconnect my service without first returning me to the NGDC service if I fail to pay for my invoices on time, subject to the NGDC Tariff and Ohio law. IGS has the right to charge me a late fee of 1.5% per month for all past-due amounts owed if IGS invoices me separately. I may request, at no charge, up to 24 months of my payment history for services rendered by IGS. Other than for operation, maintenance, assignment and transfer of my account or, where IGS is performing billing services, for commercial collection, IGS will not disclose my account number 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 is performing billing services, IGS will not disclose my social security number without my affirmative written consent or pursuant to a court order. I authorize IGS to obtain my billing payment and usage history from the NGDC.

**Contact and Dispute Resolution:** 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 choice department by phone weekdays from 8:00 a.m. to 5:00 p.m. EST at 1-800-280-4474, by fax 614-923-0470, in writing at P.O. Box 9060, Dublin, OH 43017, or through their web site at [www.igsenergy.com](http://www.igsenergy.com). Also, I can contact IGS through e-mail at [choice@igsenergy.com](mailto:choice@igsenergy.com). If my questions or concerns are not resolved after I have called IGS, or for general utility information, residential and business customers may call the 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](http://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 1-877-742-5822 from 8:00 a.m. to 5:00 p.m. weekdays, or visit [www.pickocc.org](http://www.pickocc.org).

**Jurisdiction:** The parties agree that if the customer is unable to resolve its issues through the PUCO as detailed under "Contact and Dispute Resolution" above, or if suit is filed, any legal action involving this Agreement will be brought only to the PUCO, 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 will be interpreted under the laws of the State of Ohio, regardless of Ohio's choice of law provisions.

**Price:** My price for my January 2008 billing cycle through my December 2008 billing cycle will be \$1.039 per ccf, which does not include applicable sales tax or NGDC transportation and other charges. Beginning with my January 2009 billing cycle and thereafter, the governmental aggregator, with the consent and agreement of IGS, will have the right to determine the price of my gas through my December 2009 billing cycle on this Program and to establish a price for my natural gas for any month or months and for all or part of my volume consumed in the month(s), based on 100% of the applicable New York Mercantile Exchange (NYMEX) Futures price of gas in Dth, plus \$.166 per ccf in the months of November through March, then plus \$.161 per ccf in the months of April through October. In the event the governmental aggregator does not establish the price as described herein, the price for all natural gas delivered by IGS to the NGDC's city gate and billed by the NGDC will be established as a monthly variable rate determined each month by 100% of the applicable NYMEX closing monthly price of gas in Dth, plus \$.166 per ccf in the months of November through March, then plus \$.161 per ccf in the months of April through October.

**Renewal:** If the governmental aggregator chooses to renew this Program through my December 2009 billing cycle then I will be notified of the renewal along with any material changes to the Program and I will automatically continue on the program through my December 2009 billing cycle, unless I cancel my participation in the program as provided below. If the governmental aggregator chooses not to renew this Program then the Program will terminate with my December 2008 billing cycle. The governmental aggregator will provide me an opportunity not less frequently than every two years, beginning with the commencement date of the program, to opt-out of the Program without penalty, as long as the Program continues.

**Rescission Period:** I understand that if I am new to the program the NGDC 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 the NGDC in writing or by calling them at the number listed on the confirmation notice. If I currently participate in the program the NGDC will send not send notice of transfer of service. If I do not otherwise rescind, I understand that as part of a government opt-out aggregation, I will be included in the Program unless I notify IGS within 21 days of the postmark date of this notice that I do not wish to be included. I can notify IGS by contacting IGS by telephone or in writing as indicated under "Contact and Dispute Resolution" above, or by completing an opt out mail-back form and sending it to IGS.

**Cancellation:** I may cancel this Agreement, with no charge to me, at any time during the applicable 7-day rescission period or within 21 days of the initial notice date of the Program. I will also be permitted to cancel my enrollment in the Program, with no fee, during each two year renewal period as described above. At any other time, either party may cancel this Agreement during the term of this Program by giving thirty days notice to the other. If I switch my services back to the NGDC or another supplier, this Agreement will be terminated. I acknowledge that if I return to the NGDC, I may be charged a price other than the GCR rate and a switching fee may apply.

**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 NGDC's service territory, this Agreement will automatically terminate with no penalty to either party. If I move to another address within the NGDC service territory, either party may terminate this Agreement with no penalty. However, if I relocate within the NGDC service territory and I do not cancel, I agree that IGS may, at its option, automatically continue this Agreement at my new address under my new NGDC account number, and I hereby authorize IGS to enroll me, and I authorize the NGDC to move this Agreement to my new location. 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 eligible to participate in the Program. IGS reserves the right, at any time and in its sole discretion, to terminate service to customer locations that are enrolled but were or are not eligible to participate, with no penalty to either party. Furthermore, participation in the program is subject to the rules of the NGDC, your governmental aggregator, and the PUCO. Additionally, customers are sometimes terminated 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 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 IGS will 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.

**NOTICE**

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

**Opt Out Non-Res COH 1206-09**

**Must Be Received by December 12, 2007**

**to:**

**Natural Gas Governmental Aggregation Program**

**PO Box 9060**

**Dublin, Ohio 43017-0960**