

FILE

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September 26, 2008

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

RECEIVED-DOCKETING DIV
2008 SEP 26 PM 5:14
PUCO

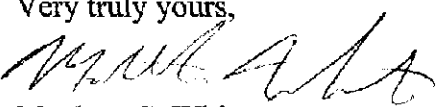
Re: City of Upper Arlington; Case No. 04-0661-GA-GAG

Dear Ms. Jenkins:

Please find enclosed for filing in the above referenced docket, 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): the affected community is the **City of Upper Arlington**; the utility service territory is Columbia of Ohio; the competitive retail natural gas supplier is Interstate Gas Supply, Inc.; and the opt-out notice is currently scheduled for mailing after October 6, but no later than October 19, 2008. The opt-out period is scheduled to end on November 10, 2008. The text of the opt-out notice is enclosed and is the final text, although the enclosed version will be printed on appropriate letterhead that includes the community logo as well as the mailing date.

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

Thank you.

Very truly yours,

Matthew S. White

Enclosure

cc: Edith Binford/PUCO Staff, w/enclosures
Terry Leach/AMP-Ohio, w/enclosures
Ronald Waterman/IGS Energy, w/enclosures

ND: 4820-3511-0147, v. 1

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technician Bjm Date Processed SEP 29 2008

October 09, 2008



Dear City of Upper Arlington Resident:

The City of Upper Arlington is providing you with the opportunity to participate with other City of Upper Arlington residents in a natural gas *governmental aggregation* program, with IGS Energy of Dublin, Ohio as your supplier of gas.

Upper Arlington City Council passed ordinance 123-2003 on July 30, 2003 adopting this program after Upper Arlington voters approved the implementation of the program. The aggregation program for Upper Arlington will begin within your December 2008 Columbia Gas of Ohio (Columbia) billing period and end with your December 2009 billing period.

You will be automatically enrolled in Upper Arlington'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 City of Upper Arlington Natural Gas Aggregation Program, you must return the enclosed "Opt-Out" Form or contact IGS Energy at 1-800-280-4474 by November 10, 2008. If you do not cancel or opt-out at this time, you will be enrolled in the program until it expires with your December 2009 billing period.

Your new price under this program will be **\$1.12 per CCF** through your December 2009 billing period. This new rate of \$1.12 per CCF is the lowest fixed rate available in the marketplace according to the Public Utilities Commission of Ohio "Apples to Apples" rate comparison sheet of competitive suppliers as of September 22, 2008. 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 Energy. 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 Energy 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.PUCO.ohio.gov).

Sincerely,
The City of Upper Arlington and IGS Energy

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

If the home or small business for which you have received this letter is not located within the City limits of Upper Arlington, you have received this letter in error. Please contact IGS Energy at 1-800-280-4474 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.

I wish to opt out of the City of Upper Arlington Natural Gas Governmental Aggregation Program
OPT-OUT Form: AMPOCOH-UA-1120-1209

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

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Check box to opt-out

☐

Name (Please Print) _____

Service Address _____

City State Zip _____

Phone Number _____

Signature (Required) _____

Term: The term of this government aggregation program (Program) will begin with my first billing cycle after my rate change is confirmed with my utility company and will continue through my December 2009 billing cycle. IGS Energy (IGS) will supply the commodity portion of my natural gas and Columbia Gas of Ohio (COO) 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. Also, I can contact IGS through e-mail at 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. 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.

Jurisdiction: 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 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 through my December 2009 billing cycle will be 1.120 per CCF, which does not include applicable sales tax or NGDC transportation and other charges.

Renewal: The Program current period continues through the December 2009 NGDC billing period. 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 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. Otherwise, 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 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 24-month 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 City of Upper Arlington Natural Gas Aggregation

Program
AMPOCOH-UA-1120-1209

Must Be Received by November 10, 2008

to:

Natural Gas Governmental Aggregation Program
P.O. Box 9060
Dublin, Ohio 43017-0960