

FILE

**BEFORE THE
PUBLIC UTILITIES COMMISSION OF OHIO**

In The Matter of the)
City of Oregon for Certification)
As a Governmental Aggregator)

Case No. 02-1910-GA-GAG

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**MOTION FOR EXTENSION OF CERTIFICATE EXPIRATION DATE AND
MEMORANDUM IN SUPPORT**

I. MOTION FOR EXTENSION

Now comes the City of Oregon ("Oregon") and moves that the Public Utilities Commission of Ohio ("Commission") grant an extension of the September 30, 2008, expiration date of its certificate to provide governmental aggregation services. Inadvertently, Oregon did not file an application for renewal of Certificate 02-033 (3) within the 30-120 day advance window set forth in rule 4901:1-27-09 of the Ohio Administrative Code ("OAC"). Oregon filed its renewal application, out of time, on October 13, 2008, and Oregon seeks an extension of its certificate's expiration date while the Commission is considering the renewal application.

II. MEMORANDUM IN SUPPORT

Oregon was initially granted the authority to provide governmental aggregation services on August 25, 2002, and its current certificate expired on September 30, 2008. Since that time, Oregon has chosen a supplier for the retail natural gas services for its residents and small commercial consumers, and natural gas is flowing to these consumers under the City's aggregation program. Unfortunately, due to an inadvertent oversight with regard to the timing for filing, Oregon did not realize that the advance filing date for its certificate renewal has


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passed. Oregon filed its renewal application on October 13, 2008. While the Commission considers the renewal, Oregon requests an extension of the expiration date of its certificate from September 30, 2008 to November 15, 2008, to allow for the thirty day review period from the October 13, 2008 renewal application filing date.

Oregon's request for an extension is reasonable under the circumstances and should be granted. Should Oregon's ability to provide aggregation services expire on September 30, 2008, its consumers would be at a disadvantage in that they would not be able to receive the competitive natural gas price through the aggregation. Although Oregon inadvertently failed to file its renewal application within the 30-120 day window as set forth in Rule 4901:1-27-09 (A), in substance there have been no material changes in Oregon's operation of its aggregation program. Indeed, except for the automatic expiration date of its Certificate 02-033 (3), Oregon has done nothing that would warrant suspension or rescission of its authority. Since Oregon's dilemma has been caused by an inadvertent oversight, an extension would allow it to obtain renewal of its certificate without causing inconvenience to its consumers. Indeed, extension of the expiration date is necessary to prevent irreparable harm to Oregon and its consumers, and would prevent disruption in service to Oregon residential and small commercial consumers. Oregon respectfully submits that an extension of its certificate expiration date is in the public interest.

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

Respectfully submitted,


Paul S. Goldberg, Law Director
City of Oregon

**RENEWAL
CERTIFICATION APPLICATION
FOR OHIO NATURAL GAS
GOVERNMENTAL AGGERGATORS**

City of Oregon

Case No. 02-1910-GA-GAG

October 13, 2008



PUCO USE ONLY - Version 1.07

Date Received	Renewal Certification Number	ORIGINAL GAG Case Number
		02 - 1910 - 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 The City of Oregon
Address 5330 Seaman Road, Oregon, OH 43616
Telephone No. 419-698-7047 Web site address www.ci.oregon.oh.us
Current PUCO Certificate Number 02-1910-GA-GA Effective Dates expires: September 30, 2008

A-2 Contact person for regulatory or emergency matters:

Name Mr. Ken Filipiak Title City of Oregon Administrator
Business Address 5330 Seaman Road, Oregon OH 43616
Telephone No. 419-698-7095 Fax No. 419-698-0241 Email Address kfilipiak@ci.oregon.oh.us

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

Name Mr. Paul Goldberg Title City of Oregon Law Director
Business address 5330 Seaman Road, Oregon OH 43616
Telephone No. 419-698-7166 Fax No. 419-698-0241 Email Address pgoldberg@ci.oregon.oh.us

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

Customer service address 5330 Seaman Road, Oregon OH 43616
Toll-Free Telephone No. 1-800-208-4474 Fax No. Email Address

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

SECTION B - APPLICANT AUTHORITY AND AGGREGATION PROGRAM INFORMATION

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED

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

Paul Boldrey, Law Director,
Applicant Signature and Title

Sworn and subscribed before me this 13th day of October Month 2008 Year

Sandra K. Garverick
Signature of official administering oath

Print Name and Title

SANDRA K. GARVERICK
Executive Assistant
Notary

My commission expires on

5/11/2013



SANDRA K. GARVERICK
Notary Public, State of Ohio
My Commission Expires 05-11-2013

City of Oregon, Ohio ~ Case No. 02-1910-GA-GAG
Renewal Certification Application for Ohio Natural Gas Governmental Aggregators

AFFIDAVIT

Paul S. Goldberg
Law Director, City of Oregon



The Public Utilities Commission of Ohio

Ohio Natural Gas Governmental Aggregation
Affidavit Form
(Version 1.07)

In the Matter of the Application of)

City of Oregon)

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

Case No. 02-1910

-GA-GAG

County of Lucas
State of Ohio

Paul S. Goldberg

[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.

Paul S. Goldberg, Law Director
Affiant Signature & Title

Sworn and subscribed before me this 13TH day of October Month 2008 Year

Sandra K. Garverick
Signature of Official Administering Oath

Print Name and Title

SANDRA K. GARVERICK
Executive Assistant
Notary

My commission expires on

5/11/2013



SANDRA K. GARVERICK
Notary Public, State of Ohio
My Commission Expires 05-11-2013

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

City of Oregon, Ohio - Case No. 02-1910-GA-GAG
Renewal Certification Application for Ohio Natural Gas Governmental Aggregators

EXHIBIT B-1

AUTHORIZING ORDINANCE



City Council

ORDINANCE _011_ - 2002

AUTHORIZING THE APPROVAL OF THE AGGREGATION PLAN AS AUTHORIZED BY OHIO REVISED CODE SECTION 4929.26, TO ALLOW THE CITY TO NEGOTIATE THE BEST RATES FOR THE SUPPLY OF NATURAL GAS

WHEREAS, The City of Oregon authorized and forwarded to the Board of Elections a ballot initiative to allow its voters to decide whether the City of Oregon shall act as a governmental aggregator for its natural gas consumers; and,

WHEREAS; this election was held on the first Tuesday of November of 2001 and the measure was approved by the voters of the City of Oregon; and,

WHEREAS; pursuant to ORC 4929.26, any municipality that its citizens wish to function as an aggregator must develop a plan of operation and governance; and,

WHEREAS; before such a plan can be adopted, two (2) public hearings must be held on the proposed plan and before the first hearing, the City must publish notice of the hearings once a week for two (2) consecutive weeks in a newspaper of general circulation summarizing the plan and stating the date, time and location of each hearing; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF OREGON THAT:

SECTION 1. The plan of operation and governance for the aggregation program submitted by the City Administration attached hereto and marked as Exhibit A and made a part hereof has been subject to two public hearings and is hereby approved.

SECTION 2. This measure shall give the City authority to automatically aggregate and purchase natural gas for the retail gas loads with the City pursuant to Ohio Revised Code section 4929.26, and such automatic aggregation shall begin effective February 28, 2002.

SECTION 3. It is hereby found and determined that all formal actions of

this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and its committees that resulted in such formal actions, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Revised Code of Ohio and that the reading and adoption of this Ordinance complies with the provisions of Article III, Section 9 of the City Charter, as amended.

SECTION 4. This Ordinance shall take effect and be in force at the earliest date allowed by law.

Vote on passage: Yeas 7 Nays 0 Abs. 0
Passed this 28th day of January, 2002.

/s/
President of Council

ATTEST: APPROVED:

/s/ /s/
Clerk of Council Mayor

[PSG/bam 1/29/2002]
C:\My Documents\OREGON\ORDINANCES\Gas ordinance- Approv
Plan-no emergency.doc

1

2

[REDACTED]

[REDACTED]

City of Oregon, Ohio ~ Case No. 02-1910-GA-GAG
Renewal Certification Application for Ohio Natural Gas Governmental Aggregators

EXHIBIT B-2

PLAN OF OPERATION AND GOVERNANCE

CITY OF OREGON NATURAL GAS AGGREGATION PROGRAM

PLAN OF OPERATION AND GOVERNANCE

For additional information contact:
Paul S. Goldberg, Esq.
City of Oregon Law Director
5330 Seaman Road
Oregon, OH 43616
Telephone: (419) 698-7166
Fax: (419) 698-0241
Email: pgoldberg@ci.oregon.oh.us

Purpose

The goal of this program is to facilitate additional choices for the supply of natural gas for residential and commercial consumers, pursuant to Ohio Revised Code section 4929. This aggregation program has been developed in accordance with House Bill 9.

The City of Oregon Natural Gas Aggregation Program seeks to aggregate the retail natural gas loads of consumers located in the city to obtain the lowest price for the supply and distribution of natural gas. Participation in the City of Oregon aggregation program is limited to individuals who are not already under contract with an alternative retail natural gas supplier.

This program is voluntary. Every individual has the opportunity to decline to be a member of the aggregation program and to remain with Columbia Gas or to enter into a power supply contract with any other retail natural gas supplier.

Process

The City shall follow the process of governmental aggregation as set out by the Public Utility Commission of Ohio (PUCO).

A municipal corporation may automatically aggregate its residents after passage of an opt-out ordinance, adoption of a Plan of Operation, and approval by a majority of the voters. Oregon has accomplished all of these requirements.

The process will entail selection of a retail natural gas supplier, mailing opt-out notices to eligible customers, generating a list of participants who did not opt out, then transferring the participants to the chosen supplier.

Oregon's Aggregation Program

The Departments of Public Utilities and Law will administer Oregon's aggregation program. These Departments currently administer the electricity aggregation programs, and purchase electricity and natural gas for City facilities. These Departments have expertise in the law and regulations applicable to governmental aggregation as well as considerable experience in contracting with marketers for energy services.

The purpose of the aggregation program is to reduce the amount consumers pay for natural gas. Oregon will not buy and resell the natural gas for the participants of the program. Instead, Oregon will competitively bid and negotiate a contract with a retail natural gas supplier to provide natural gas to the members of the aggregation program.

Oregon will obtain the list of customers within its boundaries from Columbia Gas either by zip code or by a method provided by the utility. Oregon will have its supplier cleanse the data to ensure that it does not contain customers with alternate suppliers, PIPP customers, any other excludable consumers, and only those who live within the jurisdictional boundary. Oregon will then have its supplier send the opt-out notice to each eligible customer, disclosing the offered price for natural gas along with any applicable contract terms. The opt-out notice will clearly inform customers that they may opt out of the program during the 21-day period following the mailing of the notification, along with instructions on how to opt out. Customers who opt out of the City's aggregation program during this initial notification period will remain with Columbia Gas unless and until the customer chooses an alternative natural gas supplier.

Operation

All necessary technical analysis, competitive procurement of services, regulatory approvals, accounting and fiscal management, contract maintenance, communications, program coordination and administrative support will be professionally provided by existing staff and an energy consultant, as well as the chosen retail natural gas supplier.

Oregon anticipates it will operate its aggregation program(s) in cooperation with the surrounding communities in the Northwest Ohio Aggregation Coalition (NOAC). However, this Plan of Operation pertains only to the City of Oregon and its residents.

Funding

The primary expenses associated with operating this program are printing and mailing costs of the opt-out notices, and fees for an energy consultant. Instead of paying for these costs up front, it shall be Oregon's goal to have the chosen supplier absorb these fees into their offered rates of the program participants.

Notification of customers

All eligible customers in Oregon will receive an opt-out package in the mail. Oregon will adhere to all eligibility requirements of R.C. 4929.26. Essentially, eligible customers cannot be under contract to buy natural gas from an alternate supplier. The notice shall clearly inform customers of the offered rate, and that they have the right to opt out of the Oregon aggregation program within twenty-one days after the mailing of the notice without paying a switching fee. The notice will fully describe how to opt out. After the completion of the opt-out process, the residents who did not opt out will be included in Oregon's aggregation pool.

Customer opt-out

Customers may opt out of the Oregon aggregation program at no charge within the twenty-one day period following the mailing of the notice containing the rates and terms of the aggregation program. Customers who return the required opt-out notice will remain customers of Columbia Gas. Oregon will offer the twenty-one day period during which customers can opt out of the aggregation program without charge at least every two years pursuant to state law.

Customer opt-in

Oregon intends on having its supplier allow customers who move into or within Oregon to opt into the City's aggregation program by calling and voluntarily signing up with the supplier. Oregon will strive to provide these new customers with a rate similar to those who had been in the pool from the beginning. Additionally, Oregon's supplier may obtain a refreshed customer list from Columbia Gas approximately every six months. Oregon's supplier may then send aggregation information to those eligible customers identified on the refresher list. Whether this information is in opt in or opt out format will depend on the negotiated language of the supplier contract. If interim opt outs are to take place, a twenty-one day opt-out will occur in the manner described above.

Disputes

The procedure for handling complaints will be in accordance with the rules set by the PUCO, and handled by the retail natural gas supplier. Dispute resolution provisions will also be in accordance with PUCO regulations. The opt-out package will contain the telephone numbers and websites for the PUCO and the Ohio Consumers Counsel, as well as the supplier's toll-free number.

Oregon's supplier will maintain this toll-free number for all customer-related questions and complaints. Oregon shall require that the personnel assigned to answer these calls be trained and provided with knowledge specific to Oregon's program.

Termination of natural gas supply program

The natural gas supply program may be terminated at the expiration of the supply contract without any extension, renewal or subsequent supply contract being negotiated. Additionally, Oregon may cancel the program early in the event that regulatory proceedings greatly reduce or eliminate consumer savings. In either event, the aggregation pool customers will return to Columbia Gas unless and until they switch to an alternate supplier. Each individual customer receiving natural gas supply

service under the Oregon aggregation program will receive notification of the termination of the program before termination.

Rates

The Department of Public Utilities shall receive proposals from retail natural gas suppliers using a competitive selection process. Bidders will be requested to provide a fixed price, a floating price, a percent off rate, or a combination of the above. If consumers will have the option of choosing between the fixed and floating prices, the opt-out package will contain ample and easy to understand information to aid the consumer in deciding which option best suits their natural gas needs. Oregon will decide which pricing structure(s) to offer based on the bids received, and an analysis of the current and projected market status as well as the bids received.

Billing and Payment

Oregon will continue to have Columbia Gas bill customers using an itemized format approved by the PUCO. Oregon will not become involved in any payment delinquency issues and thus will not require any type of consumer credit or deposit. If Oregon's supplier wishes to pursue payment delinquency issues, details of the supplier's credit and deposit policies will be included in the opt-out package.

City of Oregon, Ohio ~ Case No. 02-1910-GA-GAG
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EXHIBITS B-3 and B-4
(Combined)

**AUTOMATIC DISCLOSURE/
OPERATION AND GOVERNANCE
PLAN**

[illegible]

OFT-OIT Form

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

CCH 35 GCR NOAC 9309

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

(Check here to opt out.)

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Name (Please Print) _____

Street Address _____

City State Zip _____

Phone Number _____

Signature (Required) _____

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 1-800-886-7638.

IF YOU DO NOTHING YOU WILL AUTOMATICALLY BE ENROLLED IN THE \$0.035 PER CCF OFF THE GCR PROGRAM THROUGH MARCH 2008. IF YOU WISH TO DISCONTINUE YOUR PARTICIPATION IN THE PROGRAM YOU MUST RETURN THE ATTACHED OPT- OUT CARD OR CALL IGS AT 1-800-280-4474 TO CANCEL.

If you have any questions, please call IGS from 8:00 a.m. to 8:00 p.m., Monday through Friday, at 1-800-280-4474 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.

Tear along dotted line

NOTICE

Return the "Opt-Out" form only if you do not want to participate in the NOAC Natural Gas Aggregation Program.
COH 35 GCR NOAC 0802

Must Be Received by **November 13, 2007**

to:

Natural Gas Governmental Aggregation Program

PO Box 9060

Dublin, Ohio 43017-0960

Terms: 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 9080, 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 1-614-466-3282, or for TDD/TTY 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.pucg.ohio.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 6:30 p.m. weekdays or visit the OCC website at www.pickoo.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 \$8.036 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.

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EXHIBIT B-5

EXPERIENCE

Oregon's Energy Experience

The City of Oregon has been operating a natural gas aggregation program since 2003 and does so in conjunction with its surround communities, collectively known as the Northwest Ohio Aggregation Coalition ("NOAC"). There were 63,322 natural gas aggregation participants in NOAC at the end of July 2008. Oregon comprises approximately 10% of NOAC. The City's current natural gas supplier is Interstate Gas Supply ("IGS"). Oregon delegates to IGS all aspects of its customer service requirements such as call center operations and customer inquiries.