

**FILE**

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October 17, 2008

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

Dear Ms. Jenkins:

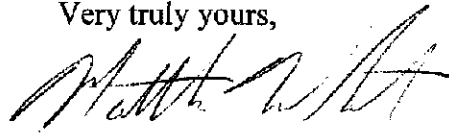
**Re: City of Oregon; Case No. 02-1910-GA-GAG**

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 Oregon**; 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 no later than October 24, 2008. The opt-out period is scheduled to end on November 14, 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

RW/MSW/bej

Enclosure

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

ND: 4833-8109-2611, v. 1

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PUCO

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P.O. Box 9060 Dublin, OH 43017 | [www.igsenergy.com](http://www.igsenergy.com) | Fax: 1-800-584-4839



VILLAGE  
OF  
HOLLAND



City  
of  
Maumee



OREGON  
On the Bay

Great Lakes  
Energy Supply



MM/DD/YYYY

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 of 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.

Community	Resolution Number	Effective Date
Toledo	576-01	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 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 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 would 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.

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

Opt Out Form COH 35 GCR NOAC 0309

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) \_\_\_\_\_

**If you do nothing, you will automatically continue in this program at a price guaranteed to be below Columbia.** If you choose to cancel or "opt-out" of the program, you must return the attached opt-out card by **November 14, 2008** 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, however, see an indication on your bill that states your natural gas was 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.

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 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](http://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](http://www.puc.state.oh.us) or calling at 1-800-686-7826.

***IF YOU DO NOTHING YOU WILL AUTOMATICALLY CONTINUE IN THE GUARANTEED SAVINGS 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 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 GS 0.035 0309**

**Must Be Received by November 14, 2008**

**to:**

**Natural Gas Governmental Aggregation Program**

**PO Box 9060**

**Dublin, Ohio 43017-0960**

**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 March 2009 billing cycle. IGS Energy (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 1-877-742-5622 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 "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 will be calculated each month to be at least \$0.035 per CCF less than NGDC 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 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:** The Program current period continues through the March 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.