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**CHESTER WILLCOX & SAXBE LLP**

*Attorneys and Counselors at Law*

**FILE**

MATTHEW S. WHITE

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February 10, 2009

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:

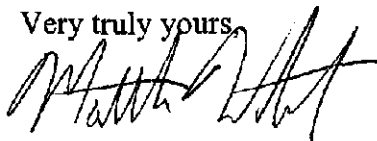
**Re: City of Oregon; Case No. 02-1910-GA-GAG**

Please find enclosed for filing in the above referenced docket the final opt-out notice for 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 February 20, 2009. The opt-out period is scheduled to end on March 13, 2009. 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

MSW/bej

Enclosure

cc: Edith Binford/PUCO Staff, w/enclosure  
Terry Leach/AMP-O, Inc., w/enclosure  
Ronald Waterman/IGS, w/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.  
Technician SM Date Processed FEB 10 2009

ND: 4834-6997-8115, v. 1

RECEIVED-DOCKETING DIV  
2009 FEB 10 PM 5:07  
PUCO



City  
of  
Maumee



OREGON  
on the Bay



February 20, 2009

Dear Natural Gas Consumer:

Thank you for participating in your community's Opt-Out Natural Gas Aggregation Program. As you may recall, residents in your community voted to approve the following Ordinances and Resolutions 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.

Community	Number	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 existing program is set to expire with your March 2009 billing period. Your community, through NOAC, has researched its options for competitive natural gas prices and has again chosen Interstate Gas Supply, Inc. (IGS Energy) of Dublin, Ohio to continue as its supplier for the new program beginning with your April 2009 billing period.

#### 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 2010 billing cycle. Since Columbia's costs vary monthly your price would also vary. There are no fees to participate in this program; however, you will be responsible for sales tax and will still pay 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. After your March 2010 billing cycle, a new rate will be determined by your community and IGS Energy for up to 12 additional months. If ever a new rate cannot be determined, this program will terminate. 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: NOACCOH-35GCR0310-0311

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's rate each month through March 2010.** If you choose to cancel or "opt-out" of the program, you must return the attached opt-out card by **March 13, 2009** 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 continue to see an indication on your bill that states your natural gas is 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 continue 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 1-800-686-7626.

**IF YOU DO NOTHING YOU WILL AUTOMATICALLY CONTINUE IN THE GUARANTEED SAVINGS PROGRAM THROUGH MARCH 2010 AND MAY CONTINUE FOR AN ADDITIONAL 12 MONTH PERIOD THROUGH MARCH 2011 AT A RATE THAT WILL BE DETERMINED FOR YOU BY NOAC AND YOUR COMMUNITY. 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-35GCR0310-0311 Must be received by **March 13, 2009**

to: Natural Gas Governmental Aggregation Program  
P O Box 9060  
Dublin, OH 43017

**My Natural Gas Supply Contract with IGS Energy® (Interstate Gas Supply, Inc.)**

**Form NOACCOH-35GCR0310-0311**

**Keep for your records**

**Term:** The term of this government aggregation program (Program) will begin with the April, 2009 billing cycles for Columbia Gas of Ohio ("COH") and will continue through the **March, 2011** billing cycles. Interstate Gas Supply, Inc. ("IGS Energy") will supply the commodity portion of my natural gas and COH will continue to be my Natural Gas Distribution Company ("NGDC"). Within 3 business days of enrollment, IGS Energy will notify the NGDC to transfer gas services to this program. Due to the volatility of the gas market, IGS Energy reserves the right to discontinue this price any time before enrollment. Eligibility for this Program is governed by the PUCO, the NGDC and my government aggregation guidelines.

**Regulatory:** The residential natural gas program is subject to ongoing Public Utilities Commission of Ohio ("PUCO") and COH jurisdiction and I understand that if the Program is terminated or materially altered, this Agreement may be terminated by IGS Energy without penalty.

**Price:** Through my **March, 2010** billing cycle, my price will be calculated each month to be at least **\$0.035** per CCF less than the NGDC Gas Cost Recovery ("GCR") rate. Thereafter, my community and IGS Energy will determine my price for each month through my March, 2011 billing cycle and the price for those billing cycles will be effective with no notice to me. My price does not include applicable taxes and/or NGDC charges, which will be billed by the NGDC. I am responsible for all charges assessed by the NGDC for gas transportation and all other applicable NGDC charges, which are not included in my price. My price does not include applicable taxes. Either party is free to cancel at any time without cancellation fee or penalty, as stated under Cancellation, below.

**Renewal:** The current period of the Program continues through the expiration of the **March, 2011** NGDC billing cycles. My government aggregator will provide me with an opportunity not less frequently than every two (2) years, beginning with the commencement date of the Program, to opt-out of the Program without penalty, as long as the Program continues.

**Rescission/ Opt-out Period:** If I am a new customer to IGS Energy in this government aggregation program, the NGDC will send me a confirmation notice of transfer of service and I can rescind my enrollment in this opt-out Program by: (1) contacting the NGDC in writing or by telephone at the number provided on the confirmation notice within 7 business days from the post-mark date of the confirmation notice sent by the NGDC ("Rescission Period"). Otherwise, I understand that as part of a government opt-out aggregation program, I will be automatically included in the Program unless I notify IGS Energy within 21 days of the postmark date of the notice sent with this agreement that I do not want to be included ("Opt-out Period"). I can notify IGS Energy by contacting IGS Energy as indicated under "Contact and Dispute Resolution", below.

**Cancellation:** Once the Rescission and Opt-out Periods have expired, this agreement can be cancelled without a cancellation fee, by providing notice to the other party. Please note, once enrolled in the Program, it may take one to two billing cycles beyond the current billing cycle for the cancellation to be effective, as the effective date of all cancellations are subject to NGDC guidelines. I agree to continue to pay for my service with IGS Energy for all gas delivered by IGS Energy for my account through the cancellation process. I understand that if I switch my service to another supplier or back to the NGDC an NGDC switching fee may apply and the NGDC may charge a price other than the utility rate.

**Billing:** For my convenience I will receive only one bill, which will be issued by the NGDC each month and will contain IGS Energy's 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 Energy reserves the right to issue an invoice to me directly, such invoice would contain IGS Energy's gas price and may also contain applicable taxes and all of the NGDC's transportation and other applicable charges. If IGS invoices me directly and I fail to pay within the terms specified on the invoice(s) a late fees of 1.5% per month on all past-due amounts will apply. If IGS Energy bills me directly for services provided, IGS Energy may terminate this Agreement with fourteen (14) days written notice should I fail to pay the bill or meet any agreed-upon payment arrangements. If I fail to pay my invoices timely which include IGS charges, the NGDC may disconnect my service and/or charge me late fees according to tariff guidelines. I may request, at no charge, up to 24 months of my payment history for services rendered by IGS Energy. Other than for operation, maintenance, assignment and transfer of my account or, where IGS Energy is performing billing services, or for commercial collections, IGS Energy will not disclose my account number to any other third party 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 Energy is performing billing services, IGS Energy will not disclose my social security number without my affirmative written consent or pursuant to court order. I authorize IGS to obtain my billing payment and usage history from the NGDC.

**Assignment:** This contract is assignable by IGS Energy without my consent subject only to required regulatory approvals. IGS Energy will use its best efforts to give the NGDC and me thirty (30) days written notice prior to any assignment.

**Contact and Dispute Resolutions:** 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 Energy 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 Energy through e-mail at [choice@igsenergy.com](mailto:choice@igsenergy.com). If my questions or concerns or complaint are not resolved after I have called IGS Energy, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or for TTY toll free at 1-800-686-1570 (toll free), from 8:00 a.m. to 5:00 p.m. weekdays, or at [www.puco.ohio.gov](http://www.puco.ohio.gov). Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays or visit [www.pickocc.org](http://www.pickocc.org).

**Moving/Termination:** I understand that this contract will automatically terminate, without penalty, if I relocate outside the NGDC service territory, or if the requested service location is not served by the NGDC. Also, I understand that I have the right to terminate this Agreement, without penalty, if I relocate inside the NGDC service territory and the NGDC does not have contract portability. If I relocate within the NGDC service territory and do not exercise my right to cancel this Agreement, if any, at IGS' option, this Agreement may continue for service at my new location, however, in order for the agreement to continue I may be required by IGS Energy to sign a new agreement for the new location. I agree that if I do not terminate this Agreement as provided in this paragraph, I grant the NGDC the right to provide IGS Energy with my account and meter number(s) for my new location and to transfer my contract to my new location. If requested by IGS, I will also provide IGS Energy with this information. If IGS Energy does not transfer this Agreement for service at my new location within 90 days of relocation, this Agreement will automatically terminate. I understand that I am not entitled to the pricing or service from IGS Energy hereunder at my new location until such time as the NGDC accepts my enrollment with IGS Energy at my new location and/or transfers my contract to my new location and that the pricing hereunder will not be extended for additional months that I was not with IGS Energy, unless agreed to in writing by IGS Energy. Except as provided in this Agreement, if IGS Energy returns me to the NGDC's sales service, this Agreement will terminate without penalty to me.

**Eligibility / Limitation of Liability / Jurisdiction:** This Agreement is for residential and small commercial customers eligible to participate in the Program in the Columbia Gas of Ohio service territory. IGS Energy reserves the exclusive right, at any time, to terminate service to customer locations that do not meet the eligibility requirements but were enrolled in the Program, with no penalty to either party. Furthermore, participation in the program is subject to the rules of the NGDC, government aggregation and PUCO rules. Customers are sometimes terminated from the Program 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 Energy have any liability for any early termination or for any months that I was unable to participate in the program. IGS Energy 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 Energy 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. 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 shall be brought only in 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 shall be interpreted under the laws of the State of Ohio, regardless of Ohio's choice of law provisions.