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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.

RECEIVED-DOCKETING DIV
2012 SEP 14 PM 12: 15
PUCO

SECTION A - APPLICANT INFORMATION

A-1 Renewal Applicant information:

Legal Name City of Oregon

Address 5330 Seaman Road, Oregon, Ohio 43616

Telephone No. 419-698-7166 Web site address www.ci.oregon.oho.us

Current PUCO Certificate Number 02-1910-GA-GAG Effective Dates November 15, 2010 - November 15, 2012

A-2 Contact person for regulatory or emergency matters:

Name Michael J. Beazley Title City of Oregon Administrator

Business Address 5330 Seaman Road, Oregon, Ohio 43616

Telephone No. 419-698-7095 Fax No. 419-690-7305 Email Address mbeazley@ci.oregon.oh.us

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

Name Paul S. Goldberg Title City of Oregon, Law Director

Business address 5330 Seaman Road, Oregon, Ohio 43616

Telephone No. 419-698-7166 Fax No. 419-691-0241 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, Ohio 43616

Toll-Free Telephone No. 1-800-280-4474 Fax No. 419-691-0241 Email Address

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 SEP 14 2012

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.

Applicant Signature and Title Paul Goldberg Law Director

Sworn and subscribed before me this 12 **day of** September **Month** 2012 **Year**

Andrea Stokes — Andrea Stokes, Exec. Asst.

Signature of official administering oath — **Print Name and Title**

My commission expires on 10/12/2015

NOTARIAL SEAL STATE OF OHIO

Andrea R. Stokes
Notary Public, State of Ohio
My Commission Exp. 10/12/2015

The Public Utilities Commission of Ohio

Ohio Natural Gas Governmental Aggregation
Affidavit Form
(Version 1.07)

In the Matter of the Application of)
)
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.

Affiant Signature & Title Paul S Goldberg Law Director

Sworn and subscribed before me this 12 **day of** September **Month** 2012 **Year**

Andrea Stokes

Signature of Official Administering Oath **Print Name and Title** Andrea Stokes, Exec. Asst.

My commission expires on 10/12/2015

NOTARIAL SEAL STATE OF OHIO

Andrea R. Stokes
Notary Public, State of Ohio
My Commission Exp. 10/12/2015

180 East Broad Street • Columbus, OH 43215-3793 • (614) 466-3016 • www.PUCO.ohio.gov
The Public Utilities Commission of Ohio is an Equal Opportunity Employer and Service Provider

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]

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.

B-3

IGSenergy.com | PO Box 9060 Dublin, OH 43017 | Phone: 800-280 4474 | Fax: 800 584 4839

C - - - 123456 - 0 -
Test Customer
6100 Emerald Parkway
Dublin OH 43016

August 24, 2012

Dear Natural Gas Consumer:

As you may recall, a few months ago we informed you that your gas service would be returned to Columbia Gas of Ohio for the summer months before your community's aggregation program restarts at an even lower rate. That time has arrived. As a reminder, under this program, 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	137-2001	8/21/2001
Ottowa Hills	2010-12	8/10/2010
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 local communities and act in unison as the Northwest Ohio Aggregation Coalition (NOAC). **NOAC is comprised of the Cities of Maumee, Northwood, Oregon, Sylvania, Perrysburg and Toledo, Perrysburg Township, the Villages of Holland and Ottawa Hills, 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 has chosen IGS Energy of Dublin, Ohio as its supplier for natural gas for this program.

Opt-Out Program: The rate associated with this opt-out aggregation program will be a variable rate that changes monthly and is guaranteed to save compared to Columbia's rate. Each month's price will be determined by taking the applicable monthly New York Mercantile Exchange (NYMEX) settlement price of natural gas plus $0.131 per ccf through your March 2013 billing period. This NOAC aggregation rate compares to and is lower than the Columbia commodity rate of NYMEX plus $0.153 per ccf. There are no fees to participate in this program; however, you will still pay Columbia's transportation, delivery, and customer service charges. Please see the enclosed Terms and Conditions for full details.

If you do nothing, you will automatically continue on your community's opt-out government aggregation program as described in the enclosed Terms and Conditions. If you choose to cancel or "opt-out" of the program, you must return the attached opt-out card by **September 14, 2012** and check the box indicating you do not wish to participate. You may also opt-out by calling IGS Energy by this date, toll free at 1-800-280-4474.

15 digit account number as it appears on your Columbia Gas of Ohio Gas bill.

☐☐☐☐☐☐☐☐ ☐☐☐ ☐☐☐ ☐

I wish to opt out of the NOAC Natural Gas Governmental Aggregation Program.
Opt-Out Form: NOACCOH-12-OPTOUT

(Check box to opt out.) ☐

Name (Please Print)_____

Address_____

City, State, Zip_____

Phone Number_____

Email Address_____

Signature (REQUIRED)_____

OOCOH01

No change in your gas service from Columbia will occur. Columbia will remain your natural gas utility and will continue to deliver the gas to your home. All billing and meter readings will still be performed by Columbia. You will see an indication on your bill that states your natural gas is supplied by IGS Energy (NOAC). 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.

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. 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 or calling at 1-800-686-7826.

IF YOU DO NOTHING YOU WILL AUTOMATICALLY CONTINUE IN YOUR COMMUNITY NATURAL GAS AGGREGATION PROGRAM THROUGH YOUR MARCH 2012 BILLING PERIOD. 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)

By returning this signed form, you will be excluded from the opportunity to join other residents in the NOAC Natural Gas Governmental Aggregation Program

NOTICE

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

NOACCOH-12-OPTOUT

Return by **September 14, 2012** to:

Natural Gas Governmental Aggregation Program
PO Box 9060
Dublin, Ohio 43017-0960

Form: NOACCOH-12-OPTOUT

B-4

My Natural Gas Supply Agreement with IGS Energy®

NOACCOH-12-OPTOUT **Keep for your records**

Term: The community's opt-out government aggregation program (the "Program") and my service with Interstate Gas Supply, Inc. (elsewhere referred to as "IGS Energy" and the consumer will be referred in the first person, "my", "me" or "I") as my supplier on the Program will begin within one to two billing cycles after my enrollment or rate change is confirmed with the utility company and shall continue through my **March 2013** utility billing cycle, unless notified otherwise. IGS Energy will supply the commodity portion of my natural gas and Columbia Gas of Ohio will be my Natural Gas Distribution Company ("NGDC"). I can contact the IGS Energy choice department by phone at 1-800-280-4474, by fax at 1-800-584-4839, 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 the government aggregation for my community 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.

Price: My price will be calculated each month by taking the applicable Nymex monthly settlement price and adding $0.131 per ccf through my **March 2013** 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: If my community's governmental aggregation continues, at least every two years from the establishment of this Program the government aggregator or its supplier shall provide me notice of my right to opt out of the aggregation without penalty. The process for providing me with notice of my right to opt-out shall include a provision for me to return a post card or similar notice to the governmental aggregator or the supplier. I will have at least twenty-one days from the post mark date on the written notice to choose to opt out of the Program, and my return post card or notice that is post marked before the opt out deadline has been timely sent. The notice will follow the procedures established for the initial opt-out notice set forth in this rule and shall prominently disclose to customers all changes to the terms and conditions associated with the aggregation. I am entitled to opt-out of the government aggregation program at least every two years from the commencement date of the Program, without a penalty. If I am in the Program when the Program is renewed and I do not exercise my right to opt-out, I will be continued in the Program.

Rescission Period: I will have 21 days from the post mark date of my opt-out notice to exercise my right to opt-out of my community's Program. If I do not opt-out of the Program, IGS Energy will submit my enrollment to the NGDC and if I am new to the Program or a new customer to IGS Energy will have 7 business days from the post-mark date of the confirmation notice sent by the NGDC to rescind my enrollment. I can rescind my enrollment by contacting the NGDC in writing or by telephone at the number provided on the confirmation notice within that 7 day period. Otherwise, I can cancel this agreement as detailed below.

Cancellation: Either party can cancel this Agreement within the first 30 days of enrollment with IGS Energy by providing the other with notice of cancellation, with no cancellation fee. At any other time either party can cancel this agreement with notice to the other, without a cancellation fee. Cancellation notices provided after the NGDC deadline may result in additional month(s) of service beyond the cancellation notice date, as the effective date of all cancellations are subject to NGDC guidelines and I agree to continue to pay for my service with IGS Energy for all periods billed with IGS Energy. I understand that if I switch my service to another supplier or back to the NGDC an NGDC switching fee may apply under the NGDC's tariff and the NGDC may charge a price other than the NGDC commodity rate.

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 8:00 p.m. EST at 1-800-280-4474, by fax at 1-800-584-4839, in writing at P.O. Box 9060, Dublin, OH 43017, or through their web site at www.igsenergy.com. Also, I can contact IGS Energy through e-mail at choice@igsenergy.com. If my questions or concerns are not resolved after I have called IGS Energy, or for general utility information, residential and business customers may call the Public Utilities Commission of Ohio (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.

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 Energy invoices me directly and I fail to pay within the terms specified on the invoice(s) a late fee 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 Energy charges, the NGDC may disconnect my service, 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 Energy 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 will use its best efforts to give the NGDC and me thirty (30) days written notice prior to any assignment.

Moving/Termination: I understand that this contract will automatically terminate, without penalty, if I relocate outside my community aggregation Program boundaries, 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 and if IGS Energy agrees to allow me to continue. In such instances, I* would have to enroll with IGS Energy under a new agreement, as this Agreement is only valid for opt-out government aggregation. 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 that use 5,000 ccf a year and are otherwise eligible for opt-out government aggregation programs. IGS Energy and my community shall use its best efforts to ensure that only eligible customer accounts within its governmental boundaries and customers who have not opted out are included in its aggregation. If ineligible accounts, accounts from outside of the governmental aggregator's governmental boundaries, or accounts for customers who opted out of the aggregation are switched to the governmental aggregation, as soon as IGS Energy is aware of such event the governmental aggregator (or IGS Energy) will promptly contact the NGDC to have the customer switched back to the customer's former supplier, and will pay any switching fee imposed by the NGDC for such switch. Participation in the program is subject to the rules of the NGDC and the rules established in Ohio Administrative Code 4901:1-28. Customers are sometimes terminated or not enrolled in the program due to NGDC issues. In such instances, I can contact the NGDC to correct the problem and be reinstated or enrolled 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. IGS Energy may from time to time use your name, address and NGDC account number to provide additional offers to you. If you would prefer that IGS Energy not contact you with additional offers please contact and let us know at 1-800-280-4474. IGS does not sell or provide any of your personal information to any third party.

Exhibit B-5 "Experience"

(1) The City of Oregon has been operating successful governmental aggregation programs since the inception of aggregation, and in fact, participated in the cases and rule-surrounding the creation of aggregation.

(2) Oregon currently operates residential and small commercial aggregation programs for electricity. Oregon has also been operating a natural gas aggregation program since the beginning of 2003. Oregon has been able to effectively negotiate some of the electricity and natural gas rates for its program participants of any aggregator in the state.

(3) As stated in the Operation and Governance Plan, the City of Oregon is a member of a government aggregation group, the Northwest Ohio Aggregation Coalition (NOAC) who utilizes an experienced consultant, Palmer Energy, Inc. NOAC is the leading governmental association in Northwest Ohio whose members are experienced in governmental gas aggregation. The City of Toledo, the City of Oregon, and Lucas County are among its eight members. The City of Oregon has drawn upon the experience of the NOAC group.

(4) The City of Oregon has the necessary resources, contracting expertise, complaint management, and managerial experience to carry out its responsibilities under the Plan of Operation and Governance and the PUCO regulations. The Cities experience with water and sewer utilities has been an invaluable asset in its management and experience.