

FILE



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Date Received	Renewal Certification Number	ORIGINAL GAG Case Number
		02 - 2507 - 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 City of Sylvania
 Address 6730 Monroe Street, Sylvania, Ohio 43560
 Telephone No. (419) 885-8969 Web site address www.cityofsylvania.com
 Current PUCO Certificate Number 02-041G Effective Dates 1/24/2011 - 1/25/2013

A-2 Contact person for regulatory or emergency matters:

Name James E. Moan Title Law Director
 Business Address 4930 Holland Sylvania Road, Sylvania, Ohio 43560
 Telephone No. (419) 882-7100 Fax No. (419) 882-7201 Email Address jimmoan@hotmail.com

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

Name Kevin Aller Title Director of Public Service
 Business address 6730 Monroe Street, Sylvania, Ohio 43590
 Telephone No. (419) 885-8965 Fax No. (419) 885-0486 Email Address kaller@cityofsylvania.com

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

Customer service address 6730 Monroe Street, Sylvania, Ohio 43590
 Toll-Free Telephone No. (419) 885-8965 Fax No. (419) 885-0486 Email Address kaller@cityofsylvania.com

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 I am 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 Date Processed 12/3/12

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

Sworn and subscribed before me this

20th

day of

November

Month

2012

Year

Andrea Stokes

Signature of official administering oath

Andrea Stokes, Exec. Asst.

Print Name and Title

My commission expires on

10/12/2015



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)

City of Sylvania)

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

Case No. 02-2507 -GA-GAG

County of Lucas
State of Ohio

James E. Moan, Law Director

[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

Sworn and subscribed before me this

29th day of November

Month

2012 Year

Signature of Official Administering Oath

Print Name and Title

My commission expires on

10/12/2015



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

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

ORDINANCE NO. 76-2001

GRANTING AUTHORITY TO THE CITY OF SYLVANIA TO ESTABLISH A GOVERNMENTAL NATURAL GAS AGGREGATION PROGRAM WITH OPT-OUT PROVISIONS PURSUANT TO OHIO REVISED CODE SECTION 4929.26; DIRECTING THE LUCAS COUNTY BOARD OF ELECTIONS TO SUBMIT A BALLOT QUESTION TO THE ELECTORS OF THE CITY OF SYLVANIA; AUTHORIZING THE AMENDMENT OF THE NORTHWEST OHIO AGGREGATION COALITION AGREEMENT; AND DECLARING AN EMERGENCY.

WHEREAS, the Ohio General Assembly enacted House Bill 9 which authorizes governmental aggregation of natural gas supply services to ratepayers; and,

WHEREAS, the legislation permits a municipality to act as an aggregator of the natural gas load of its citizens who have not selected a competitive supplier; and,

WHEREAS, the aggregation of natural gas loads may enable Sylvania to obtain a favorable price for natural gas that will benefit its citizens; and,

WHEREAS, it is necessary to submit the question of whether the City of Sylvania shall automatically aggregate and purchase natural gas for customers within the City to a vote of the electorate; and,

WHEREAS, if the voters give authority to the City of Sylvania to become an opt-out aggregator, the City will adopt a plan of operation and governance and commence aggregation services in conjunction with the other communities of the Northwest Ohio Aggregation Coalition if it is determined that such steps are in the best interest of its citizens.

NOW, THEREFORE BE IT ORDAINED by the Council of the City of Sylvania, Lucas County, Ohio, 7 members elected thereto concurring:

SECTION 1. That this Council declares its intention to act as an opt-out aggregator under which the City will automatically aggregate, subject to opt-out procedures, the natural gas loads located within the city limits pursuant to Ohio Revised Code Section 4929.26.

SECTION 2. That the Lucas County Board of Elections is directed to submit to the electors of the City of Sylvania at the next general election the question of whether or not the City of Sylvania shall automatically aggregate and purchase natural gas for the retail loads within the City pursuant to Ohio Revised Code Section 4929.26.

SECTION 3. That if a majority of electors of the City of Sylvania approve the measure giving the City authority to automatically aggregate and purchase natural gas for the retail loads within the City pursuant to Ohio Revised Code Section 4929.26, then the City shall prepare a plan of operation and governance and hold at least two public hearings on the plan.

SECTION 4. That the government aggregation cooperation agreement with the Northwest Ohio Aggregation Coalition be amended to permit the establishment of a governmental gas aggregation program.

SECTION 5. That notice of the adoption of this ordinance shall be given once by publishing the title of the ordinance and an abstract prepared and published in a newspaper of general circulation in the City.

SECTION 6. That the Clerk of Council is hereby directed to immediately certify a copy of this ordinance to the Lucas County Board of Elections.

SECTION 7. 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 of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 8. That the Clerk of Council is hereby directed to post a copy of this Ordinance in the Office of the Clerk of Council in the Municipal Building pursuant to ARTICLE III, Section 12, of the Charter of this City.

SECTION 9. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that it is necessary to put the natural gas aggregation issue before the voters at the next general election. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

Vote dispensing with the second and third readings: Yes 7 Nays 0

Passed, July 9, 2001, as an emergency measure.

Paul Backus
President of Council

ATTEST:

Margaret T. Raul
Clerk of Council

APPROVED AS TO FORM:

John M. ...
Director of Law

APPROVED:

Craig ...
Mayor
I hereby certify that the foregoing is a true and exact copy of Ordinance/Resolution No. 76-2001 duly passed by the Council of the City of Sylvania, Ohio, at its meeting on 7-9-01
Clerk of Council Margaret T. Raul

July 9, 2001
Date

PROOF OF PUBLICATION BY POSTING
I hereby certify that the within, foregoing, above or attached, as the case may be, was published by posting a copy thereof in the office of the Clerk of Council of the City of Sylvania, Ohio, in the Sylvania Municipal Building for a period of not less than 15 days, to wit:
FROM _____ TO _____
CLERK OF COUNCIL _____ DATE _____

CITY OF SYLVANIA NATURAL GAS AGGREGATION PROGRAM

PLAN OF OPERATION AND GOVERNANCE

For additional information contact:

**James E. Moan
4930 Holland-Sylvania Road
Sylvania, Ohio 43560
Telephone: (419) 882-7100
Fax: (419) 882-7201
Email: jimmoan@hotmail.com**

Purpose

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

The City of Sylvania 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 Sylvania 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.

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.

Sylvania's Aggregation Program

The Departments of Public Service and Law will administer Sylvania'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. Sylvania will not buy and resell the natural gas for the participants of the program. Instead, Sylvania will competitively bid and negotiate a contract with a retail natural gas supplier to provide natural gas to the members of the aggregation program.

Sylvania will obtain the list of customers within its boundaries from Columbia Gas either by zip code or by a method provided by the utility. Sylvania 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. Sylvania 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, an energy consultant, and the chosen retail natural gas supplier.

Sylvania 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 Sylvania 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 Sylvania'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 Sylvania will receive an opt-out package in the mail. Sylvania 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 Sylvania 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 Sylvania's aggregation pool.

Customer Opt-out

Customers may opt out of the Sylvania aggregation program at no charge within a 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. Sylvania 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

Sylvania intends on having its supplier allow customers who move into or within Sylvania to opt into the City's aggregation program by calling and voluntarily signing up with the supplier. Sylvania will strive to provide these new customers with a rate similar to those who had been in the pool from the beginning. Additionally, Sylvania's supplier may obtain a refreshed customer list from Columbia Gas approximately every six months. Sylvania's supplier may then send aggregation information to those eligible customers identified on the refresher list. Whether this information is 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 Council, as well as the supplier's toll-free number.

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

Termination of Natural Gas Supply Program

The natural gas supply program may be terminated at the expiration of the natural gas supply contract without any extension, renewal or subsequent supply contract being negotiated. Additionally, Sylvania 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 Sylvania aggregation program will receive notification of the termination of the program before termination.

Rates

The Department of Public Service 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. Sylvania 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

Sylvania will continue to have Columbia Gas bill customers using an itemized format approved by the PUCO. Sylvania will not become involved in any payment delinquency issues and thus will not require any type of consumer credit or deposit. If Sylvania'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.

•••••

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
Ottawa Hills	2010-12	8/10/2010
Perrysburg Two	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.

[illegible]

Name (Please Print) _____

Address _____

City, State, Zip _____

Phone Number _____

Email Address

Signature (REQUIRED)

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

(Check box to put out.)

7

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**

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 \$.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.

SYLVANIA'S ENERGY EXPERIENCE

NATURAL GAS

Since 2002, the City of Sylvania together with the Cities of Toledo, Maumee, Perrysburg, Northwood, Oregon and the Villages of Holland, Waterville formed the Northwest Ohio Aggregation Coalition ("NOAC") to maximize potential for rate savings to NOAC residents. NOAC is presently negotiating proposals for natural gas. NOAC has also retained Palmer Energy as its energy consultant. The City entered into an Agreement with Interstate Gas Supply on December 30, 2002 and entered into an Addendum to the Master Agreement to provide Certified Natural Gas Services with IGS to provide natural gas. The City has been a governmental aggregator for both natural gas and electricity since 2002.