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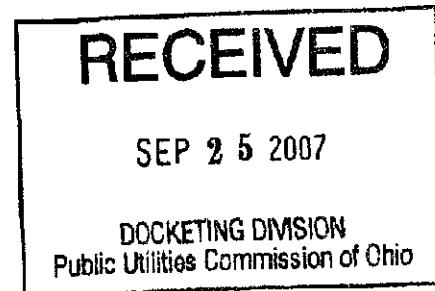
FILE

MARK S. YURICK

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September 25, 2007

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



**Re: City of Wadsworth Docket No. 03-0649-GA-GAG**

Dear Ms. Jenkins:

Please find enclosed for filing in the above referenced docket the final opt-out notice for newly eligible residential and small commercial natural gas customers (who fit into the definition of non-mercantile customer under the Ohio Administrative Code of 500 Mcf per year or less). Pursuant to OAC § §4901:1-28-04(F): (1) the affected community is the City of Wadsworth; (2) the utility service territory is Dominion East Ohio ("Dominion"); (3) the competitive retail natural gas supplier is Interstate Gas Supply, Inc.; and (4) the opt-out notice is currently scheduled for mailing on or about October 5, 2007. The opt-out period is scheduled to end no later than October 26, 2007. 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,

A handwritten signature in black ink, appearing to read "Mark S. Yurick". Below the signature, the name "Mark S. Yurick" is printed in a small, sans-serif font.

Enclosure

cc: Edith Binford/PUCO Staff, w/enclosure  
Terry Leach/AMP-Ohio, w/enclosure  
Doug Austin/IGS, w/enclosure

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Technician \_\_\_\_\_ Date Processed 9/26/07

[Address 1]  
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Date: #####

Dear City of Wadsworth Resident:

The City of Wadsworth is providing you with the opportunity to participate with other City of Wadsworth residents in a natural gas governmental aggregation program, with Interstate Gas Supply, Inc. (IGS) as your supplier of gas.

Wadsworth City Council passed ordinance No. 02-080 on 8/6/02 adopting this program after Wadsworth voters approved the implementation of the program. The aggregation program for Wadsworth will begin within one to two Dominion East Ohio Gas (Dominion) billing periods and end with your October 2009 billing period.

**You will be automatically enrolled in Wadsworth's Natural Gas Aggregation Program unless you choose to "opt out" – that is, affirmatively choose to not participate.** If you want to be excluded from the City of Wadsworth Natural Gas Aggregation Program, you must return the enclosed "Opt-Out" Form or contact IGS at 1-800-280-4474 by October 26, 2007. If you do not cancel or opt-out at this time, you will be enrolled in the program until it expires with your October 2009 billing period.

Your new price under this program will be **\$9.24 per MCF** starting within one to two Dominion billing periods and will continue through your October, 2008 billing period. For comparison, this rate is the lowest fixed 12 month rate currently available in the marketplace according The Public Utilities Commission Apples to Apples Price Comparison as of September 24, 2007.

After your October 2008 billing period, IGS will notify you of your new rate for the period November 2008 through October 2009 and you will automatically continue at that rate unless you choose to cancel. There is no cost to enroll. There is no cost to cancel. You will automatically be included unless you contact IGS to opt out of the program. If you do nothing you will soon receive a letter from Dominion notifying you of your transfer to your community's new program with IGS as your supplier. Please refer to the attached Terms and Conditions for full details of this offer.

Under this aggregation, Dominion will continue to maintain the pipeline system that delivers natural gas to your home or business. You will continue to receive a single bill from Dominion for your natural gas service, but it will now include a gas supply charge from IGS and sales tax in place of the commodity charge plus gross receipts tax you have been paying to Dominion. You will still contact Dominion regarding loss of gas service, odor of gas, or for any other concerns or issues having to do with your local service. Budget billing and automatic billing options will continue to be available through Dominion.

If you have any questions please call IGS at 1-800-280-4474, weekdays, from 8:00 a.m. to 8:00 p.m. EST. For general information on natural gas deregulation in Ohio, you can also visit the Web Site of the Public Utilities Commission of Ohio ([www.PUCO.ohio.gov](http://www.PUCO.ohio.gov)).

Sincerely,

The City of Wadsworth and IGS

*P.S. Remember to return the "Opt-Out" form only if you do not want to participate in the City of Wadsworth Natural Gas Aggregation Program.*

If the home or small business for which you have received this letter is not located within the city limits of Wadsworth, you have received this letter in error. Please contact Interstate Gas Supply at 800-280-4474 to be removed from the aggregation list.

You are not eligible to participate in this program if you are currently enrolled in the PIPP program.

X

Opt-Out Form – City of Wadsworth Natural Gas Governmental Aggregation Program

By returning this signed form, you will be excluded from the opportunity join other residents in the City of Wadsworth Natural Gas Governmental Aggregation Program.

I wish to opt out of the City of Wadsworth Natural Gas Governmental Aggregation Program. (Check box to opt out.)

☐

Dominion East Ohio Gas account holder name (please print clearly): \_\_\_\_\_

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

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Service address (city, state and zip): \_\_\_\_\_

Phone number: ( ) - \_\_\_\_\_ Date: \_\_\_\_\_

Account holder's signature: \_\_\_\_\_

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

**Opt Out DEO 1009 VAR****Keep for your records**

**Term:** The term of this government aggregation program (Program) will begin with the November, 2007 billing cycle and will continue through my October, 2009 billing cycle. Interstate Gas Supply, Inc. (IGS) will supply the commodity portion of my natural gas and *Dominion East Ohio* (DEO) will be my Natural Gas Distribution Company (NGDC). I can contact the IGS choice department by phone at 1-800-280-4474, by fax at 614-923-0470, in writing at P.O. Box 9060, Dublin, OH 43017, or through their web site at <http://www.igsenergy.com>.

**Regulatory:** The NGDC's choice program and my governmental aggregator (e.g., municipality) are subject to ongoing Public Utilities Commission of Ohio (PUCO) jurisdiction, and I understand that if the choice program or this Program is terminated, this Agreement may be terminated, without penalty to either party and without notice from IGS.

**Billing:** For my convenience I will receive only one bill, which will be issued by the NGDC each month and will contain IGS' gas price, plus applicable taxes and all of the NGDC's transportation and other applicable charges, including any late fees assessed by the NGDC. I agree to continue to pay the NGDC for the entire gas bill under the NGDC's payment terms and conditions. If I pay under the budget bill payment plan, I understand that this service is available and will remain available. IGS reserves the right to issue an invoice to me directly; such invoice would contain IGS' gas price plus applicable taxes and may also include all of the NGDC's transportation and other applicable charges. IGS may terminate this Agreement with 14 days written notice if I fail to pay the bill or meet any other agreed-upon payment arrangements. The NGDC may also disconnect my service without first returning me to the NGDC service if I fail to pay for my invoices on time, subject to the NGDC Tariff and Ohio law. IGS has the right to charge me a late fee of 1.5% per month for all past-due amounts owed if IGS invoices me separately. I may request, at no charge, up to 24 months of my payment history for services rendered by IGS. IGS will not release my social security number or account number to any other third party without my affirmative written consent, except for the purpose of enrolling my account or obtaining payment history. I authorize IGS to obtain my billing payment and usage history from the NGDC.

**Contact and Dispute Resolution:** In the event of a billing dispute or issues regarding volume or metering, I should contact the NGDC at the number listed on their bill. For other questions about pricing, I can contact the IGS choice department by phone weekdays from 8:00 a.m. to 5:00 p.m. EST at 1-800-280-4474, by fax 614-923-0470, in writing at P.O. Box 9060, Dublin, OH 43017, or through their web site at [www.igsenergy.com](http://www.igsenergy.com). Also, I can contact IGS through e-mail at [choice@igsenergy.com](mailto:choice@igsenergy.com). If my questions are not resolved after I have called IGS, or for general utility information, residential and business customers may call the PUCO toll free at 1-800-686-7826 or for TDD/TTY toll free at 1-800-686-1570, from 8:00 a.m. to 5:30 p.m. weekdays, or visit the PUCO website at [www.puco.ohio.gov](http://www.puco.ohio.gov), or as otherwise specified by the PUCO. The Ohio Consumers Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted toll free at 1-877-742-5622 from 8:00 a.m. to 5:00 p.m. weekdays, or visit [www.pickocc.org](http://www.pickocc.org).

**Jurisdiction:** The parties agree that if the customer is unable to resolve its issues through the PUCO as detailed under "Contract and Dispute Resolution" above, or if suit is filed, any legal action involving this Agreement will be brought only in a court (or the PUCO) of the State of Ohio sitting in Franklin County, Ohio, or the United States District Court sitting in Franklin County, Ohio. I submit to the personal jurisdiction in such courts and irrevocably waive any objections that I have or might have in the future to such courts as the proper forum for any and all actions arising under this Agreement. The parties agree that this Agreement will be interpreted under the laws of the State of Ohio, regardless of Ohio's choice of law provisions.

**Price:** My price for my November 2007 billing cycle through my October 2008 billing cycle will be **\$9.24 per Mcf**, which does not include applicable taxes or NGDC transportation and other charges. Beginning with my November 2008 billing cycle and thereafter, the governmental aggregator, with the consent and agreement of IGS, will have the right to determine the price of my gas through my October 2009 billing cycle on this Program and to establish a price for my natural gas for any month or months and for all or part of my volume consumed in the month(s), based on the applicable New York Mercantile Exchange (NYMEX) Futures price of gas in Dth multiplied by 1.065, plus \$1.15 per Mcf in the months of November through March, and plus \$0.82 per Mcf in the months of April through October. In the event the governmental aggregator does not establish the price as described herein, the price for all natural gas delivered by IGS to the NGDC's city gate and billed by the NGDC will be determined each month by the applicable NYMEX closing monthly price of gas in Dth multiplied by 1.065, plus \$1.15 per Mcf in the months of November through March and plus \$0.82 per Mcf in the months of April through October.

**Renewal:** The Program current period continues through October, 2009. The governmental aggregator will provide me an opportunity not less frequently than every two years, beginning with the commencement date of the program, to opt-out of the Program without penalty, as long as the Program continues.

**Rescission Period:** I understand that the NGDC will send me a confirmation notice of transfer of service and that I will have seven days from the confirmation postmark date to rescind my enrollment with IGS. If I want to rescind, I should contact the NGDC in writing or by calling them at the number listed on the confirmation notice. Otherwise, I understand that as part of a government opt-out aggregation, I will be included in the Program unless I notify IGS within 21 days of the postmark date of this notice that I do not wish to be included. I can notify IGS by contacting IGS by telephone or in writing as indicated under "Contact and Dispute Resolution" above, or by completing an opt out mail-back form and sending it to IGS.

**Cancellation:** I may cancel this Agreement, with no charge to me, at any time during the 7-day rescission period or within 21 days of the initial notice date of the Program. I will also be permitted to cancel my enrollment in the Program, with no fee, during each 24-month renewal period as described above. At any other time, either party may cancel this Agreement during the term of this Program by giving thirty days notice to the other. If I switch my services back to the NGDC or another supplier, this Agreement will be terminated. I acknowledge that if I return to the NGDC, I may be charged a price other than the SSO rate and a switching fee may apply.

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

**Moving:** If I move to another address outside of the NGDC's service territory, this Agreement will automatically terminate with no penalty to either party. If I move to another address within the NGDC service territory, either party may terminate this Agreement with no penalty. However, if I relocate within the NGDC service territory and I do not cancel, I agree that IGS may, at its option, automatically continue this Agreement at my new address under my new NGDC account number, and I hereby authorize IGS to enroll me, and I authorize the NGDC to move this Agreement to my new location. Furthermore, if IGS is unable to determine my account number, I agree to provide my new account number to IGS upon their request. If IGS is unable to obtain my account number or is unable to enroll me at my new address within 120 days, then this Agreement will automatically terminate with no penalty to either party.

**Eligibility:** This Agreement is for residential and small commercial customers eligible to participate in the Program. IGS reserves the right, at any time and in its sole discretion, to terminate service to customer locations that are enrolled but were or are not eligible to participate, with no penalty to either party. Furthermore, participation in the program is subject to the rules of the NGDC, your governmental aggregator, and the PUCO. Additionally, customers are sometimes terminated either in error or for being in arrears. In such instances, I can contact the NGDC to correct the problem and be reinstated in the program. Regardless of the reason for termination, in no case will the original term be extended for months that I was unable to participate, nor will IGS have any liability for any early termination or for any months that I was unable to participate in the program.

**Limitation of Liability:** IGS assumes no liability or responsibility for losses or consequential damages arising from items associated with the NGDC including, but not limited to: operations and maintenance of their system, any interruption of service, termination of service, or deterioration of service; nor does IGS assume responsibility or liability for damages arising from any in-home or building damages, and IGS will not be responsible for any indirect, consequential, special, or punitive damages, whether arising under contract, tort (including negligence or strict liability), or any other legal theory.